### NORTH COUNTY FIRE PROTECTION DISTRICT

www.ncfireprotectiondistrict.org

330 S. Main Avenue • Fallbrook, California 92028-2938 • Phone: (760) 723-2005 • Fax: (760) 723-2072

**BOARD OF DIRECTORS** 

RUTH HARRIS BOB HOFFMAN FRED LUEVANO KENNETH E. MUNSON KATHLEEN THUNER

STEPHEN J. ABBOTT - Fire Chief/CEO - sabbott@ncfire.org
ROBERT H. JAMES - District Counsel Robert James - roberthjameslaw@gmail.com
LOREN A. STEPHEN-PORTER - Executive Assistant/Board Secretary - <u>Istephen@ncfire.org</u>

TO: BOARD OF DIRECTORS

FROM: STEPHEN ABBOTT, FIRE CHIEF/CEO

**SUBJECT:** BOARD MEETING PACKAGE

**DATE:** April 24, 2018

Enclosed is your Board package for the Regular <u>April</u> Board Meeting. We have tried to include the information you will need to effectively consider and act on agenda items. The Board meeting will be held at the normal meeting venue at FALLBROOK PUBLIC UTILITY DISTRICT, 990 EAST MISSION ROAD, FALLBROOK, CALIFORNIA.

Please note this month's meeting is scheduled for <u>Tuesday, April 24, 2018</u>, beginning at 5:00 p.m.

It is our goal to be prepared to respond accurately to Board questions and concerns. You can help us achieve this goal by contacting me <u>prior to</u> the Board meeting with your questions and concerns. This will allow time for the Staff and me to provide the appropriate information for review at the Board meeting.

To ensure a quorum is present, please call Loren in advance of the meeting if you will be unable to attend. She may be reached at (760) 723-2012.

Respectfully,

Stephen Abbott Fire Chief/CEO



PROUDLY SERVING THE COMMUNITIES OF FALLBROOK, BONSALL AND RAINBOW



### NORTH COUNTY FIRE PROTECTION DISTRICT

### AGENDA FOR REGULAR BOARD MEETING APRIL 24, 2018 5:00 p.m.

FALLBROOK PUBLIC UTILITY DISTRICT CALL TO ORDER ROLL CALL INVOCATION PLEDGE OF ALLEGIANCE

990 EAST MISSION ROAD FALLBROOK CALIFORNIA

### **PUBLIC ACTIVITIES AGENDA**

For those joining us for the Public Activities Agenda, please feel free to depart at the close of the agenda. We invite you to stay for the remainder of the business meeting.

1. Public Comment — President Munson

(pgs. 1-2)

- Standing Event: Members of the Public may directly address the Board of Directors on Events of interest to the Public provided no action will be taken on non-agenda Events. The Board President may limit comments to three minutes per speaker (Board of Directors Operations Policy § 4.7.2.1.2.).
- 2. EMPLOYEE OATH OF OFFICE AND BADGE PINNING CHIEF ABBOTT

(pgs. 3-10)

- Standing Item: Badge Pinning and Oath of Office for incoming volunteers.
- 3. SELECT INDIVIDUALS FOR BOARD RECOGNITION PROGRAM CHIEF ABBOTT

(pgs. 11-20)

Quarterly Event: Select individuals/crews for recognition awards for the First Quarter 2018.

### ACTION AGENDA CONSENT EVENTS:

All Events listed under the Consent Events are considered routine and will be enacted in one motion. There will be no separate discussion of these Events prior to the Board action on the motion, unless members of the Board, Staff or public request specific Events be removed from the Consent Agenda.

### 4. APPROVE REGULAR BOARD MEETING MINUTES, MARCH 2018

(pgs. 21-28)

- Standing Event: Review and approve minutes from March meeting as presented.
- 5. REVIEW AND ACCEPT FINANCIAL REPORT FOR MARCH 2018

(pgs. 29-50)

- Standing Event: Review and Accept Financial Report for March as presented.
- 6. REVIEW AND ACCEPT POLICIES & PROCEDURES

(pgs. 51-52)

- Standing Event: None.
- 7. REVIEW AND ACCEPT EMERGENCY SERVICE OVERTIME TRACKING REPORT FOR THE THIRD QUARTER 2017/2018

(pgs. 53-56)

(pgs. 57-66)

- Quarterly Report: Report demonstrates that annual and sick leave expenditures for the quarter are increased over the same quarter last year, with current overtime at 258% of budget. After reimbursement, overtime stands at 117% of the budgeted amount.
- 8. REVIEW AND ACCEPT CUSTOMER SATISFACTION SURVEY PROGRAM RESULTS FIRST QUARTER 2018
- Quarterly Report: Report demonstrates 27% of surveys were returned; 94% of which were in the "excellent" category.

### **ACTION EVENTS:**

All Events listed under the Action Events Agenda will be presented and discussed prior to the Board taking action on any matter. Time Certain Events will commence precisely at the time announced in the Agenda.

Note: The Americans with Disabilities Act provides that no qualified individual with a disability shall be excluded from participation in, or denied the benefits of, District business. If you need assistance to participate in this meeting, please contact the District Office 72 hours prior to the meeting at (760) 723-2012.



### AGENDA FOR REGULAR BOARD MEETING

APRIL 24, 2018

PAGE 2 OF 3

9.	CONSIDER RECOMMENDATIONS FOR REVISION TO BOARD RECOGNITION PROGRAM —	/one C7 C01
	CHIEF ABBOTT	(pgs. 67-68)

- New Item: Review and approve recommendations to Program consist with previous discussions.
- 10. Consider San Diego LAFCO 2018 Redevelopment Oversight Board Electic (pgs. 69-74)
  Chief Abbott
- New Item: Review and select regular and alternate member for LAFCO Board, authorize President to cast vote for District.
- 11. Consider Contract for Consultant For Long Range Financial Planning (pgs. 75-92)
- New Item: Review and approve contract for consultant (Raftelis) to provide District long range financial planning services.
- 12. Consider Purchase of Type One Fire Engines Chief Mahr and Chief Abbott
- New Item: Review and approve purchase of two new Pierce Type One engines, authorize Staff to accept Pierce proposal as presented, authorize Staff to execute purchase agreement.
- 13. Consider Resolution 2018-08 Authorizing Participation In A Joint Community Facilities Agreement With The County Of San Diego For The (pgs. 97-120) Horse Creek Ridge Development Chief Abbott
- New Item: Review and approve Resolution 2018-08 and authorize Chief Abbott to execute the Agreement with San Diego County.
- 14. Consider Resolution 2018-09 Authorizing Participation In A Joint Community Facilities Agreement With The County Of San Diego For The (pgs. 121-52)

  Meadowood Development Chief Abbott
- New Item: Review and approve Resolution 2018-09 and authorize Chief Abbott to execute the Agreement with San Diego County.

### **DISCUSSION AGENDA**

No action shall be undertaken on any Discussion Event. The Board may: acknowledge receipt of the information or report and make comments; refer the matter to Staff for further study or report: or refer the matter to a future agenda.

15. There are no Discussion Agenda Items for the April 24, 2018, Board Meeting. (pgs. 153-54-)

### **STANDING DISCUSSION EVENTS:**

All Events listed under the Standing Discussion Events are presented every meeting.

LEGAL COUNSEL REPORT:

(pgs. 155-56)

- "2018 California Public Agency Laws Part 1"
- WRITTEN COMMUNICATION:

(pgs. 157-60)

- BOARD RECOGNITION PROGRAM (SEE ALSO ITEM 3)
- NEWS ARTICLES: As attached.

(pgs. 161-208)

COMMENTS/QUESTIONS:

(pgs. 209-210)

- STAFF:
  - Chief Abbott
  - Other Staff
- Board
- BARGAINING GROUPS

### AGENDA FOR REGULAR BOARD MEETING

APRIL 24. 2018

PAGE 3 OF 3

### **PUBLIC COMMENT**

### **CLOSED SESSION**

The Board will enter closed session to discuss Events as outlined herein. As provided in the Government Code, the public will not be present during these discussions. At the end of the Closed Session, the Board shall publicly report any action taken in Closed Session (and the vote or abstention on that action of every member present) in accordance with Government Code § 54950 et. seq.

CS-1. ANNOUNCEMENT — PRESIDENT MUNSON:

- An announcement regarding the items to be discussed in Closed Session will be made prior to the D commencement of Closed Session.
- CS-2. CONFERENCE WITH LABOR NEGOTIATOR - GOVERNMENT CODE § 54957.6 - MANAGEMENT GROUP **NEGOTIATIONS - CHIEF ABBOTT:**
- D NCFPD MANAGEMENT GROUP

**DISTRICT NEGOTIATORS:** 

CHIEF ABBOTT, DISTRICT COUNSEL JAMES

- CS-3. CONFERENCE WITH LABOR NEGOTIATOR - GOVERNMENT CODE § 54957.6 -- NON-SAFETY GROUP **NEGOTIATIONS - CHIEF ABBOTT:**
- > FFA Non-Safety Group Negotiators

**DISTRICT NEGOTIATORS:** 

CHIEF ABBOTT, DISTRICT COUNSEL JAMES

- CS-4. CONFERENCE WITH LABOR NEGOTIATOR - GOVERNMENT CODE § 54957.6 - SAFETY GROUP NEGOTIATIONS -**CHIEF ABBOTT:**
- FFA SAFETY GROUP NEGOTIATORS

CONFERENCE

DISTRICT NEGOTIATORS:

NEGOTIATOR

CHIEF ABBOTT, DISTRICT COUNSEL JAMES

GOVERNMENT

CODE

- CONFERENCE WITH LABOR NEGOTIATOR GOVERNMENT CODE § 54957.6 UNREPRESENTED INDIVIDUALS CS-5. CHIEF ABBOTT:
- EXECUTIVE ASSISTANT/BOARD SECRETARY AND FIRE DISTRICT NEGOTIATORS:

MARSHAL CHIEF ABBOTT, DISTRICT COUNSEL JAMES

CS-7. § 54956.8 — CHIEF ABBOTT: PROPERTY LOCATION: 4157 Olive Hill Road - Station 3

REAL

PARTIES: Fallbrook, CA 92028;

North County Fire Protection District (Seller);

PROPERTY

**UNDER NEGOTIATION:** Terms of Sale:

**DISTRICT NEGOTIATORS:** Chief Abbott, District Counsel James

REPORT FROM CLOSED SESSION — PRESIDENT MUNSON CS-8.

WITH

### **ADJOURNMENT**

### SCHEDULED MEETINGS

The next regularly scheduled Board meeting is: Tuesday, May 22, 2018, 5:00 p.m. at FPUD.

### **CERTIFICATION OF AGENDA POSTING**

"I certify that this Agenda was posted in accordance with the provisions of the Government Code § 54950 et. seq. The posting locations were: [1] the entrance of North County Fire Protection District Administrative Offices, [2] Fallbrook Public Utility District Administrative Offices and [3] the Roy Noon Meeting Hall; [4] District's website at http://www.ncfireprotectiondistrict.org. The Agenda was also available for review at the Office of the Board Secretary, located at located at 330 S. Main Avenue, Fallbrook (760) 723-2012. Materials related to an item on this Agenda submitted to the District after distribution of the agenda packet, are available for public inspection in the Office of the Board Secretary, located at 330 S. Main Avenue, Fallbrook (760) 723-2012, during normal business hours or may be found on the District website at http://www.ncfireprotectiondistrict.org, subject to the Staff's ability to post the documents before the meeting. The date of posting was April 20, 2018."

Board Secretary Loren Stephen-Porter:

Jour a. Stabita

Date: April 20, 2018



### NORTH COUNTY FIRE PROTECTION DISTRICT

FIRE CHIEF/CEO

TO:

**BOARD OF DIRECTORS** 

FROM:

STEPHEN ABBOTT, FIRE CHIEF/CEO

DATE:

APRIL 24, 2018

SUBJECT: PUBLIC COMMENT

### **PUBLIC COMMENT:**

1. Members of the Public may directly address the Board of Directors on items of interest to the Public provided no action will be taken on nonagenda items. The Board President may limit comments to three minutes per speaker (Board of Directors Operations Policy § 4.7.2.1.2).

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April 24, 2018 - Regular Board Meeting

Page



### NORTH COUNTY FIRE PROTECTION DISTRICT

### **ADMINISTRATION**

TO:

**BOARD OF DIRECTORS** 

FROM:

DEPUTY CHIEF MAROVICH AND CHIEF ABBOTT

DATE:

APRIL 24, 2018

SUBJECT:

BADGE PINNING CEREMONY

### **PUBLIC ACTIVITIES AGENDA**

### BACKGROUND:

The Board of Directors has approved a process of installing District employees during regularly scheduled Board meetings. This practice provides a professional environment for introducing the employees and their families to our organization and community.

### **DISCUSSION:**

The following individuals will be present during the April 24, 2018, Regular Board Meeting. Chief Stephen Abbott will take this opportunity to officiate over the Badge Pinning Ceremony.

It is the distinct pleasure of the organization to present the following individuals for installation and promotion:

### **NEW VOLUNTEER FIREFIGHTERS**

### NAMES

Derek Ayers
Christina Coy
Callan Dawson
Joaquin Garcia
Jacob Graef
Jason Harms
Clayton Martinez
Kawika McElroy
Kristin McMillan

Brendan McReynolds Anthony Nissan Austen Perona Shawn Petty Jose Prieto Chany Reth Brock Rutledge Birger Weissmann

### Derek Ayers:

Derek Ayers lives in Murrieta California, the city in which he grew up in. He received his high school diploma from Murrieta Valley High School and now attends Mount San Jacinto College to further his education. Derek spent one year in the North County Fire Explorer Program before becoming a volunteer for North County. When he is not involved in his department, school or work, Derek enjoys spending his time in the outdoors hiking, camping and fishing. Derek has joined this Program with the hopes of gaining new skills

### EMPLOYEE OATH OF OFFICE AND BADGE PINNING CEREMONY APRIL 24, 2018 PAGE 2 OF 7

and experiences to further his path to becoming a full-time firefighter, while providing the highest quality service to his community.

### **Christina Coy:**

Christina was born in Indianapolis, Indiana and moved to San Diego at age 15. She now resides with her 6-year-old daughter Selena in Oceanside. After graduating from San Diego High School in 2005, Christina enlisted in the United States Marine Corps as a data network specialist. As a United States Marine, she spent time in Japan, Thailand and Korea; after 8 years of service she finished her career at Camp Pendleton. Christina currently works full time as an IT System Administrator at the National Association of Music Merchants. She obtained her EMT license and second Associates Degree from Palomar College in 2017. Her interest in the fire service stems from her childhood, growing up in a long family line of Indianapolis firefighters. Christina chose to apply for the North County Fire volunteer position as it combined both her desire to continue to serve her community and her love of the fire service. She looks forward to gaining knowledge and experiences with department in hopes of turning it into a career.

### Callan Dawson:

Callan Dawson was born and raised in Carlsbad where he attended Carlsbad High School. He then went to college at San Francisco State where he played collegiate baseball and obtained a degree in Criminal Justice. Outside of fire and EMS, Callan and his girlfriend run a coffee shop named Woodsy Coffee in Encinitas. Callan grew up in a tennis family and now works at his family's tennis club in Encinitas, teaching Pickleball lessons and clinics. During his free time, he enjoys playing Pickleball, surfing and hanging out with his dog. Callan says he wanted to volunteer with North County Fire because he heard a lot of good things about the department and loves the fact that volunteers have a unique opportunity to work alongside full-time firefighters. Callan is grateful for the opportunity and is excited to serve the community in which North County Fire covers.

### Joaquin Garcia:

Joaquin Garcia lives in Valley Center with his wife (Cassandra) and four children (Karina, Anthony, Kenneth, and Isabella). He graduated High School in Santa Paula, CA in 2002 and joined the United States Navy in 2004. He is currently still serving in the United States Naval Reserves with over 12 years of service. Joaquin is also a full-time student and currently in his final semester at Palomar College working towards dual Associate of Science Degrees in Fire Technology and Emergency Management. Joaquin's wife and family have played an instrumental role in supporting his decision to join the Fire Service, as well as his decision to further his education. Joaquin firmly believes that a career in the Fire Service can provide a better life for his children and family. His desire to join the Fire Service stems from the emphasis of firefighters being so family oriented and the vast similarities of the military's brother/sisterhood and camaraderie found amongst fellow firefighters. Joaquin recently began his career in the fire service when he was hired on as a volunteer firefighter with the Rainbow Volunteer Fire Department (North County Fire

### EMPLOYEE OATH OF OFFICE AND BADGE PINNING CEREMONY APRIL 24, 2018 PAGE 3 OF 7

Protection District). Joaquin's decision to join the volunteer program was made with the intent to give back to his community and to help build his skillset to become a successful and proficient full-time firefighter in North County. Joaquin's hobbies include camping, hiking, surfing and spending time with his family.

### Jacob Graef:

Jacob Graef is 21 years old and lives in the Fallbrook Community. He lives with his family of six, including his three sisters and his mother and father. Jacob enjoys spending time with his family and girlfriend, exploring the outdoors and building new things. He believes the fire service is the best way to use his skills to help others in need. He has been an Explorer with North County Fire since 2015 and is excited to be moving into a Volunteer position here.

### Jason Harms:

Jason Harms is a Volunteer Firefighter for North County Fire Protection District. He is a United States Marine Veteran from Dallas, TX and has lived in Fallbrook for 5 years with his wife Mari and 3 rescued pups. While in the Marine Corps, Jason had a handful of leadership roles ranging from boot camp to his very last unit. His longest leadership role was Corporal of the Guard for the 21 Area, where he ran a 16 Marine security team. While stationed aboard Camp Pendleton, he received a Certificate of Commendation from the 21 Area Commander for his leadership and knowledge of fire equipment used by the security team. Jason has successfully completed Palomar College's Fire Academy and EMT program. He has an Associate of Science Degree in Fire Technology, Emergency Management and Firearms Technology. Jason is currently a Nuclear Security Officer at San Onofre Nuclear Generation Station and a Firearms Instructor for two companies, teaching basic fundamentals to advanced tactics and active shooter preparedness.

When Jason actually has free time, you can find him camping and traveling with his wife and 3 pups. Jason chose to become a Volunteer with North County Fire Protection District because he's always had the dream of becoming a Firefighter. His military training and experience has drawn his career path in other directions, however when offered a position as a Volunteer, he jumped at the chance to give back to his community in such a rewarding way.

### Clayton Martinez:

Clayton Martinez is 22 years old and currently lives in El Segundo. He graduated from El Segundo High and is attending El Camino Community College. He also spent over 2 years with the Los Angeles County Fire Department explorers and graduated from the El Camino Fire Academy.

While not working or going to school, Clayton enjoys working out, hiking, spending time with his family & improving his golf game. Although he commutes from the LA area to work for North County as a volunteer, he is certain that this will only help him stay

### EMPLOYEE OATH OF OFFICE AND BADGE PINNING CEREMONY APRIL 24, 2018 PAGE 4 OF 7

committed and on the right path to achieve his dream of serving the community as a firefighter/paramedic.

### Kawika McElroy:

Kawika Trysten McElroy is a native of California, born and raised in Oceanside. He graduated from Mission Vista High School in 2014. Even though his parents and sister relocated to Hawaii, he decided to stay in California to pursue his career as a firefighter. He is currently attending classes at Palomar College to complete an Associate Degree in Fire Technology. He was an Explorer for North County Fire for four years and recently graduated from Palomar's 52nd basic Fire Academy.

He enjoys long hikes, being at the beach and loves being with his family. He chose the volunteer program because he admires the department. He wishes to continue learning with his mentors and fellow Explorers. He is excited and grateful to start his career in the fire service, especially with the same department that gave him the tools to succeed.

### Kristin McMillan:

Kristin McMillan from Temecula, CA is a 34-year-old mother of 2 daughters, Jordyn and Kennedy. Kristin has her Masters in Sports Management and runs a personal training business out of her home, where she also homeschools her girls. She loves people and has a heart of those who need help. Kristin enjoys working out, hiking and learning new things. But raising her two girls and watching them learn is her pride and joy. Kristin desires to work in the fire service because she want a career where she can interact with others, work as a team and be a light to someone on what could be, the toughest day of their lives. It is important to Kristin to have a career where it is non-negotiable to emulate integrity, moral courage and honorable character. She desires to have a career where both pride and humility are important and where she can not only help and serve the community but be a safe haven for those who need it. Kristin desires to serve the NC community in hopes that her two little girls can watch her, be proud of her and know that chasing dreams is a lifetime commitment of hard work, but that it's totally worth it. Kristin wants to be a firefighter to give her girls and other women around her, the courage to chase their hearts' desires.

### **Brendan McReynolds:**

Brendan moved to Fallbrook in 2010 and graduated from Fallbrook High School in 2017. Brendan participated in the schools FFA program learning about leadership. He raised pigs and cattle for the San Diego County Fair. In the fall of 2014, Brendan applied for the North County Fire Explorer Post where he would go from recruit to Chief in four years. While in the Explorer Post, Brendan attended community events and completed many ride-alongs. Brendan is currently attending classes at Palomar College pursuing an Associate Degree in Fire Technology, as well as Waldorf University, where he is pursuing a B.A.S. in Fire Administration. Brendan looks forward to the volunteer program and all that it offers.

### EMPLOYEE OATH OF OFFICE AND BADGE PINNING CEREMONY APRIL 24, 2018 PAGE 5 OF 7

### **Anthony Nissan:**

Anthony Nissan is twenty-one years old and has lived in Temecula with his family since he was in high school. He currently attends Palomar College and is working to obtain his Bachelor Degree in Psychology and an Associate Degree in Fire Technology, while currently working as an Emergency Medical Technician. Staying active, going to the gym, and hanging out with friends and family are important parts of his life. He played football for six years all throughout high school and at the junior college level and loves being part of a team. He chose to be part of the volunteer program at North County Fire because he has the goal to become a Firefighter/Paramedic and was seeking an opportunity to start laying the foundation for the rest of his career. After taking the opportunity to ride-along with some of the personnel at North County Fire, both full-time and volunteer, he knew the team and family environment that North County Fire has would be a perfect fit. He looks forward to starting his career here at North County Fire Protection District and being part of the family.

### **Austen Perona:**

Austen Perona was born on August 23, 1997 in Santa Cruz, California. In 2006 he moved to Fallbrook and began his first year as a part of the Fallbrook community. He started high school at Fallbrook High in 2012 and graduated in 2016. Throughout those four years, he played football, track and field, rugby and was a part of the Safe School Ambassador Program, which helps to prevent bullying in high schools. He still finds time to participate within the rugby community and lifts weights during his free time. He is the oldest of five children and absolutely adores his younger siblings, Bryce, Anthony, Caylee & Collin Perona. Austen has chosen to join the Volunteer Program to show he has what it takes to be a part of North County Fire and show that he is a personable man who wants nothing else other than to help those in need.

### Shawn Petty:

Shawn Petty 22 years old and the passion that drives him to be a firefighter goes beyond the flashing lights and the big shiny engine. His decision to become a firefighter stemmed from an emergency call he made for his mother, an experience he says he will never forget. The thought that his mother, who he had always perceived as invincible, needing help that he was not able to give, scared him and he thought he was going to lose his hero. As soon as the fire department arrived, the feeling of fear, hopelessness and confusion disappeared. The organization and calm composure of the firefighters that responded is something he will never forget. His mother still speaks about that moment even to this day and how thankful she is for those who came. She referred to them as heroes and for Shawn's hero to call the firefighters her heroes; that is something he aspires to be. He strives to be the greatest he can be and continue to push himself and those around him, knowing that one day we will be in that similar situation.

### EMPLOYEE OATH OF OFFICE AND BADGE PINNING CEREMONY APRIL 24, 2018 PAGE 6 OF 7

### Jose Prieto:

Jose Prieto currently resides in Oceanside, California. He graduated from El Camino High School in 2015 and now attends Palomar College. Prior to becoming a volunteer with North County, Jose was an explorer with the North County Fire Explorer Program for three years. On his off-time, Jose enjoys working out, going to the beach and spending time with his friends and family. Jose has joined the volunteer program in hopes of gaining more experience, with the goal of becoming a full-time firefighter, while continuing to serve the community.

### **Chany Reth:**

Chany Reth was born on October 10th, 1995 in San Diego, CA. When he was 5 years old, Chany's family moved to Fallbrook, and spent the next 16 years living with his parents, 3 older brothers and 1 younger sister. Chany grew older and attended the Fallbrook school system and graduated from Fallbrook High school in 2014. As a youth, he enjoyed playing baseball for the Fallbrook Warriors and was awarded "Most Inspirational" for always having a positive attitude. Shortly after high school, he attended Palomar College to study Fire Technology and Emergency Medicine all while volunteering as an Explorer for the NCFPD. During his time with the Explorer Program, he learned how to be self-disciplined, have humility and to be a good leader. On May 9, 2016, Chany and his family had experienced a tragedy. They had lost Kenzie Reth at age one, due to a traumatic head injury. Kenzie was Chany's niece at the time and a grandchild to his mother and father. After Kenzie's passing, Chany felt even more emboldened to want to volunteer and try to be of service to those who may be experiencing the worst days of their lives. So, he obtained his EMT license through Palomar College and graduated from Palomar's 52nd Basic Fire Academy. Now, he is here to serve through NCFPD as a Volunteer Firefighter!

### Brock Rutledge:

Brock Rutledge is 21 years old. He grew up in the Fallbrook community. He attended Fallbrook High School where he played baseball and participated in woodshop. After graduating high school, he was a North County Fire Explorer for two years prior to becoming a Volunteer Firefighter. He's currently attending Palomar College where he's working towards his Associate Degree in Fire Technology. In his free time, he enjoys hiking, going to the beach, drawing and spending time with his family and friends. He became a Volunteer Firefighter to help serve the community and to gain experience in the fire service.

### Birger Weissmann:

Birger Weissmann is an independent contractor for Lyft and a volunteer Firefighter with the North County Fire Protection District. He lives in Long Beach but is originally from Germany. Birger moved to the United States over 4 years ago to follow his dream and pursue his passion which is working as a Firefighter/Paramedic in the southern California

### EMPLOYEE OATH OF OFFICE AND BADGE PINNING CEREMONY APRIL 24, 2018 PAGE 7 OF 7

area. Before moving to Long Beach, Birger worked as a private Paramedic in Germany. There he developed a great interest in the work of a Firefighter and he knew that this is his career of choice. The combined desire of wanting to live in California and become a Firefighter made Birger leave his family and friends behind, quit his job and move to Long Beach. Birger started his new life with 1000 dollars cash, a hotel room for a week and an EMT course that he had booked from Germany. When he first came here he had no family or friends, no job or apartment, no rental history or credit score. Since September 3, 2013, Birger has been slowly building up his life from scratch and working on achieving his goal.

On his off time, Birger enjoys being active and staying fit by working out and going jogging at the beach. He likes going on tours with his motorcycle and enjoys spending time with his friends. Birger joined the Volunteer Program with the North County Fire Protection District as a stepping stone for his career. Pulling hose, throwing ladders and learning the station life are extremely beneficial to him.

FISCAL ANALYSIS: No fiscal impact.

### SUMMARY:

It is with pleasure that the District presents the above-named for installation. Please join us in extending congratulations to these employees on their accomplishments.

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April 24, 2018 - Regular Board Meeting

Page-10



### NORTH COUNTY FIRE PROTECTION DISTRICT

FIRE CHIEF/CEO

TO:

BOARD OF DIRECTORS

FROM:

STEPHEN ABBOTT, FIRE CHIEF/CEO AND B/S STEPHEN-PORTER

DATE:

APRIL 24, 2018

SUBJECT: EMPLOYEE RECOGNITION PROGRAM REPORT - SELECTION OF INDIVIDUALS

### ACTION AGENDA

### RECOMMENDATION:

Staff recommends the Board select individual(s) to be recognized for their efforts during the First Quarter of 2018.

### BACKGROUND:

In 2007, the Board instituted a Program designed to recognize excellent performance by members of the organization. On a quarterly basis, the Board selects employees to be recognized, based on feedback received during the quarter. The District has been fortunate to receive positive feedback on a number of employees' activities this past quarter, upon which they may make their selection from the individuals and groups below.

### SECOND QUARTER RECOGNITION - INFORMATION RECEIVED ON INDIVIDUALS:

For the First Quarter of 2018, the Board received information on the following individuals/crews for their outstanding efforts:

### JANUARY 18, 2018 - THANK YOU CARD:

Engine 114: Captain Berry **Engineer Benoit** Engineer Bracci

FF/PM J. Kortekass

### UNDATED - THANK YOU CARD:

Engine 114:

RA 114: Captain August

FF/P Alter-Reitz **Engineer Lindsey** LTAF Medica FF/PM Wheeler

### AUGUST 17, 2017 - LIFE SAVING OF CARLSBAD LIFEGUARD:

B/C Greg Wilson

### BOARD OF DIRECTORS — EMPLOYEE RECOGNITION APRIL 24, 2018 PAGE 2 OF 2

### FISCAL ANALYSIS:

The previous quarter awards are within budgetary standards.

### SUMMARY:

The Staff joins the Board in acknowledging the extraordinary efforts of these members and requests the Board select three individuals/groups/crews for recognition at the Regular August Board Meeting to stay within budgetary standards.

SAN DIEGO CAMO The beautiful coastline of Southern California STATION 4 'C' EREW ON 1871 JAN 18 YOUSE SAVED MY LIFE, TOOK ME TO TEMECULA HOSPITAC, TI-IE BEST. 12 WCH HARGE INTES-NORTH COUNTY FIRE TINE GANGROUS, REMOVED PROTECT PISTRICT, 330 SOUTH MAIN AVE THANK YOU ALL, MAY GOD BLESS YOUS'E FALLBROOK CA ABUNDANTLY. FROM: 92028 - 2938 VISITING FROM SOUTH AFRICA.

OCalifornia Scene (858)635 (9400 www.calscene.com Made in California Photo James Blank

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NO CALL INCIDENT NAPRATINE MATCHES
INFO ABOVE. I CHECKED ALL CAUS JAN 18th.

JAN 18th - STATION 4 "E"

CAPT R. BERRY

ENG. M. BENDIT

ENG. J. BRACLI

FF J. KORTEKAAS

North County Fire Protection District, Station 4/A Capt. August & crew,

Your good wishes are thankfully accepted. Your Professionalism during our time of need was outstanding. We certainly, will not forget that experience since it was the first time we use the 911 emergency service. Thank you very much and for the entire Fire Department, we wish you a most wonderful and happy holiday season.

At Christmas...

ALLER PEITZ

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🖈 Home / News / Local Heroes Honored at 2018 Law and Order Awards Dinner

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Kevin Johnstone congratulates OFD personell; Captain Justin Klopfenstein, David Pepsny, J.P. Neilson and Rick Goetz.

# Local Heroes Honored at 2018 Law and Order Awards Dinner

🖿 in News 🕠 March 25, 2018 🔍 Comments Offon Local Heroes Honored at 2018 Law and Order Awards Dinner

## Medal of Heroism

Lifeguards Ryan Bingham, Clifton Martinson, Keith Navarre-CFD Engineer Mike Burke, Firefighter/Paramedic Greg Wilson

## Citizens Medal of Heroism

Eric Bertotti, Terry Collis, Aedrian Rey Eguilos, and Jordan Fisher



(I-r) Clifton Martinson, Ryan Bingham, Alex Shaner , Jordan Fisher, Aedrian Rey Eguilos, Eric Bertotti, Terry Collis, Greg Wilson and Keith Navarre

On August 17, 2017 Carlsbad Seasonal Lifeguard Alex Shaner was on duty and went into the water to do a

little physical training. While body surfing back to the beach he caught a wave, went under and broke his consciousness briefly but was unable to turn over so he attempted to hold his breath as long as possible, neck. The injury was to the cervical spine and involved his C4,5 and 6 vertebrae as well. Alex suffered a devastating injury that left him initially unconscious, face-down and unable to move. Alex regained but came to the realization that his life was about to end.

Jordan Fisher and Aedrian Eguilos were body boarding at Beech Ave in Carlsbad. While enjoying the summer afternoon, Jordan noticed something abnormal floating in the water a short distance from him. As he paddled over to investigate, he realized what he saw floating in the water was a body. It was the body of Carlsbad Lifeguard, Alex Shaner. Alex had been training in the surf when he struck the sandy ocean floor and suffered a spinal cord injury. After recognizing the body, Jordan immediately started yelling to summon support and get Alex safely to shore. Aedrian quickly followed Jordan to aid in the rescue of Alex. Carlsbad lifeguards and local Beech Ave attendees heard the calls for help and responded to remove Alex from the surf. With the quick reactions of Jordan and Aedrian, Alex Shaner was safely removed from the surf and transported to the hospital.



Ryan Bingham and Alex Shaner

Terry Collis, Eric Bertotti and Greg Wilson were with their families at

directly out from where they were sitting; As luck would have it, Terry was until recently an Oceanside Fire assist Carlsbad Lifeguards with Alex's removal from the water, medical care and coordination of resources. Beech Ave., where they spend much of their summers together. They heard Jordan Fisher yelling for help Their constant presence at Beech Ave., knowledge of the local conditions and willingness to help made a Oceanside Fire Department Captain, all reacted as they had done for so many years. They were there to Department Battalion Chief, Greg a North County Fire Department Battalion Chief and Eric a retired major difference in Alex's critical outcome.

the beach visitors safe, Clifton Martinson maintained a visual of the beach while the incident was unfolding. Mike, Ryan, Keith and Clifton were critical members of Alex's rescue that afternoon. They all provided the Shaner. Ryan and Keith not only responded to the calls for help but they finished their duty on the beach bodyboarders called for help, Ryan Bingham and Mike Burke ran to the water to aid in the rescue of Alex and followed up to stand by for Alex at the hospital late that night. In an effort to keep the remainder of That August afternoon was not an ordinary one for lifeguards on duty at Carlsbad's North beach. Their friend and co-worker had suffered a spinal cord injury and was seen by nearby bodyboarders. As the support necessary to give Alex a fighting chance at recovery.

Alex was safely brought to the beach where he was revived and treated by lifeguards, firefighters, and

movement or feeling from the chest down, making him unable to lift his head out of the water and causing concerned citizens. Alex was transported off the beach and flown to Scripps Memorial Hospital in La Jolla. There Alex would receive treatment for three smashed vertebrae in his neck that had left him with no him to drown.

At Scripps, Alex went into surgery the following day, and the three vertebrae were fused together. The surgeon found that even though Alex had shattered his cervical spinal vertebrae 4, 5, & 6, Alex's spinal cord was merely bruised. Giving him the best possible chance for recovery. Alex would remain in the Intensive Care Unit for 6 more days. During that time Alex worked to prove that he could perform basic functions like breathe for himself. Alex spent a total of 2 weeks at Scripps, and then he was transferred to Craig Hospital in Denver, Colorado.

Alex would have progressed to a point where he no longer needed that tool. The culmination and highlight During his time at Scripps, Alex had regained extremely limited movement in his arms and hands, and had of Alex's in-patient treatment at Craig Hospital was walking out the front door of Craig Hospital completely working with Alex to give him the adaptive tools so that he could be independent, and within a few days Spending an average of 6-8 hours rehabbing and exercising 5-6 days a week. The hospital staff was slightly better movement in his legs. Arriving at Craig Hospital, Alex's rehabilitation process took off. under his own power.

out-patient therapy. During his days at Craig Hospital out-patient therapy, Alex rehabs from 3-5 hours per day. He now walks to and from the hospital under his own power and without any assistance. Alex will be Alex spent the holidays at home with family, and on New Year's Day, flew back to Denver, CO to start his in Denver until the first week of April when he completes his out-patient therapy there.

Continued on Page Four-->>>

### Related



Oceanside American Legion Post 146 Honors Local Heroes



American Legion, Oceanside Elks Club Honor Local Heroes



Silvia Spiva Named Oceanside Senior Citizen of the Year,

### State Lifeguard Alex Shaner's Family Thankful for Support Alex is on a long road to recovery following bodysurfing accident

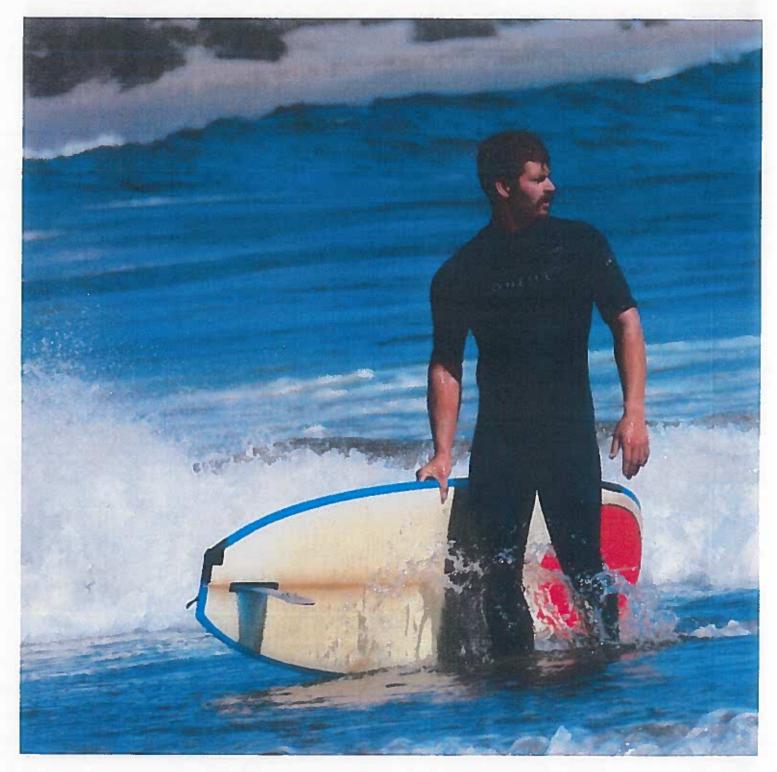


Photo Courtesy: The Shaner Family & The Pint Project

CARLSBAD - On August 17, 2017, California Statewide Law Enforcement Association Seasonal Lifeguard Member Alex Shaner, 26, suffered a broken neck while bodysurfing during a break in his lifeguarding duties as a City of Carlsbad lifeguard. He also worked as a seasonal lifeguard for the California State Parks and Recreation Department.

The bodysurfing accident left Alex unconscious in the water. He was rescued by nearby body boarders, Carlsbad City lifeguards, State Parks lifeguards, and three off-duty firefighters. He was airlifted to Scripps Memorial Hospital where it was determined Alex had broken three vertebrae in his neck.

Alex spent 8 days in ICE where he was intubated and treated for water aspiration. He remained at Scripps until August 21<sup>st</sup> when he was transferred to Craig Hospital in Denver for physical rehabilitation.

"While at Craig, Alex continues to progress and improve," his family wrote in an update. "He can move both arms, both legs, and on a Thursday, three weeks after the injury, Alex as assisted in standing up for the first time! One thing that has not changed is Alex's spirit and attitude.

"We would like to thank everyone for the support that Alex has received from everyone beginning with his rescuers. Thanks to all, because of this support and assistance his family has been able to be by his side through all of this. The amount of gifts, visitors, calls, messages, and prayers that Alex and the rest of the family have received from the lifeguard and firefighter communities, the bodysurf community and anyone else who has heard Alex's story and lent their support is incredibly humbling. All we ask is that everyone continue their support for Alex as he has a long road of rehabilitation ahead of him and all we can say is thank you! Thank you and we are so excited for our opportunity to pay forward the support that Alex and the Shaner family has received."

Alex and his family are being assisted by The Pint Project whose mission is to provide assistance and support to first responders and their families who have served their community and are now facing a life crisis.

To make a donation to Alex Shaner via The Pint Project, please CLICK HERE

6	ALL RECITED THE PLEDGE OF ALLEGIANCE.
7	ROLL CALL:
8	Present: Directors Munson, Hoffman, Luevano, Munson and Thuner.
9	Absent: None.
10	Staff Present: Fire Chief/CEO Abbott, Attorney James and Board Secretary Stephen-
11	Porter. In the audience were: DFC Marovich, D/C Mahr, B/Cs McReynolds and Schoenheit,
12	FM Koch and members of the public and Association.
13	
14	PUBLIC ACTIVITIES AGENDA
15	1. Public Comment: President Munson addressed the audience and inquired whether
16	there were any public comments regarding items not on the Agenda. There being no
17	comments, the Public Comment Section was closed.
18	2. <u>EMPLOYEE BADGE PINNING — CHIEF ABBOTT</u> : Chief Abbott presented for installation
19	the following new employees: FPS Aaron Murg, SRP Eugenia Hoch and SRP Michael
20	Saldana. At the conclusion of the introductions, the members were sworn in. All members
21	were given an opportunity to introduce family and friends available for the event and were
22	pinned and congratulated by the Board.
23	3. Presentation of Awards to Explorers for Community Service — Chief Abbott:
24	Chief Abbott informed the Board the District recently received numerous certificates of
25	appreciation for Explorers who assisted and participated in a recent Veteran's Day event for
6	the VFW. Explorers and their Leader were on hand to receive the following certificates:
27	Christian Arce, Joe Bishop, Jordan Chavez, Morgan Donnelly, Ryan Farragamo, Isaac Garcia,
.8	Nolan Havens, Zach Jones, Connor McReynolds, Caleb Munoz, Eva Rose Richardson, Bailey
	North County Fire Protection District

March 27, 2018

REGULAR MEETING OF THE BOARD OF DIRECTORS OF

THE NORTH COUNTY FIRE PROTECTION DISTRICT

President Munson called the meeting to order at 5:00.

THE INVOCATION GIVEN BY Chief Marovich.

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Wright. Those present received their certificates and congratulated by the Board.
4. ANNUAL EMPLOYEE LONGEVITY — CHIEF ABBOTT: Chief Abbott noted that the Annual
Employee Awards Banquet is being held on August 7th, with the following individuals being
awarded for their contributions to the District: Thirty-Year Award: Stormy McInerny;
Fifteen-Year Awards: Thomas Harrington, Loren Stephen-Porter; Five-Year Award: Patty
Koch. Those members present were congratulated on their achievements.
ACTION AGENDA
CONSENT ITEMS:
5. REVIEW AND ACCEPT REGULAR BOARD MEETING FOR FEBRUARY 2018
6. REVIEW AND ACCEPT FINANCIAL REPORT FOR FEBRUARY 2018
7. REVIEW AND ACCEPT POLICIES & PROCEDURES
8. REVIEW AND APPROVE RESOLUTION 2018-06 OF THE BOARD OF DIRECTORS OF THE
NORTH COUNTY FIRE PROTECTION DISTRICT MAKING ANNUAL REQUIRED FINDINGS OF THE
SAN DIEGO COUNTY FIRE MITIGATION FEE PARTICIPATION ORDINANCE FY 2017/2018
President Munson inquired whether there were any questions on Consent Items 5-8. There
being no discussion, President Munson asked for a motion to approve the Consent Agenda.
On a motion by Director Harris, seconded by Vice President Luevano, the motion to approve
the Consent Agenda Items as presented passed unanimously.
ACTION ITEMS:
9. CONSIDERATION OF FULL OPERATIONAL CONSOLIDATION OF RAINBOW SUBZONE WITH APPROVAL
<u>ог Resolution 2018-07 — Сніег Аввотт</u> : During the February NCFPD Board meeting, а
discussion was held between the NCFPD Board and the Rainbow Fire Protection Subzone
Advisory Board regarding consideration of possible full-scale consolidation of the North
County and Rainbow Fire Departments and dissolution of the Rainbow Advisory Board. The
Staff developed a transition plan, which included: Dissolution of Rainbow Advisory Board
and Rainbow Volunteer Fire Dept. through repeal of the 10-28-1986 Fallbrook Fire

Ridout, Austyn Rodriguez, Trevor Rogers, Brock Rutledge, Paul Tedrow, Jaden Wald, Ashton

29

Protection District/Rainbow Advisory Board Agreement; Reclassifying existing Rainbow Volunteer Firefighters as NCFPD Volunteers; Dedication of future tax revenues from the Rainbow Fire Protection Subzone for funding fire & EMS operations within Rainbow; Making attendant uniform, facility, equipment & identification changes; Restatement of the provisions of the 12-30-1986 LAFCO Resolution O86-25, pertaining to rights, duties, obligations, liabilities, assets, etc.; and Recognition of the Rainbow Advisory Board, Chief Officers and Volunteer Firefighters for their many years of dedicated service. Since the actions are ministerial in nature and will be handled by North County Fire Protection District Staff, it was recommended to move forward to the final consolidation through adoption of Resolution 2018-07 as presented. Discussion ensued regarding financial aspects of the consolidation and monies dedicated to the Rainbow area. At the end of the discussion, on a motion by Vice President Luevano, seconded by Director Thuner, the motion to adopt Resolution 2018-07, terminating the agreement between Fallbrook Fire Protection District and Rainbow Advisory Board and to dissolve the Rainbow Advisory Board passed unanimously as presented. After the vote, Chief Abbott requested that Rainbow Board Members Hank Hitt and Joe Rossi be recognized for their many years of service to community and subzone. Other Board members not present to receive their recognition plaques but recognized by the Board for their service were: James Beebe, Joe Rossi, Juha Silva, Geoff Weaver and Robert Williamson.

CHIEF ABBOTT: Chief Mahr a request to approve the "Thomas EMS NarcBox system." It is a one-hundred percent (100%) DEA compliant, state-of-the-art, cloud-based system that provides a higher level of security to the storage of narcotics, as well as providing a paperless process for the documentation of medication administration in real-time. This system will allow the District to comply with the DEA requirements, monitors DEA requirements and updates them for controlled substances; improving administrator access and monitoring of the system and its uses. Discussion ensued regarding locations and the fact that this system is a "sole source," as there are no other systems available that mirror this system. Chief Mahr opined it is a much better security system than we currently have,

although no system is fail-proof. Board asked whether other agencies had been consulted on their satisfaction with the system. Chief Mahr had not inquired, however, he will prior to purchasing the system. On a motion by Director Hoffman, seconded by Director Harris, the motion to approve the purchase of Thomas system as presented passed unanimously.

### **DISCUSSION AGENDA**

There are no Discussion Agenda Items for the March 27, 2018, Board Meeting.

### **STANDING DISCUSSION ITEMS:**

- <u>LEGAL COUNSEL REPORT</u>: Counsel James presented his report "GASB Statements 74 & 75: What We Really Need to Know." Brief discussion ensued regarding the GASB and actuarial reports and standards. This is informational only, no action required.
- WRITTEN COMMUNICATIONS: None.
- BOARD RECOGNITION PROGRAM: Brief discussion ensued.
- NEWS ARTICLES: Brief discussion ensued regarding articles. This is informational only, no action required.
- COMMENTS:
- STAFF REPORTS/UPDATES:
- STEPHEN ABBOTT, FIRE CHIEF/CEO: Chief Abbott noted that at this time of the year, generally an update is given for the Strategic Plan, however, since all major items have been accomplished, he believes it is time to take a fresh look at the District's direction. With the Staff available, new data analytics and working with the community outreach planners, he believes it can be accomplished by in-house Staff. Chief Abbott briefly discussed the County Auditor's request to revise the agreement with Meadowood to include reporting year-to-year how the finances are being used in the District. The Chief and Counsel are working with the County. Chiefs Marovich, Mahr and AP Mann and Rep Lewis will be attending a labor/management alliance to facilitate future relations. Chief Abbott informed the Board the annual Boot Drive raised \$10,000 for the Burn Institute. Chief Abbott noted that B/C Wilson was recognized for saving a severely injured lifeguard while off duty in Carlsbad. The Board requested this be written up for recognition. Informational only, no further action required.

116	CHIEF OFFICERS AND OTHER STATES COME Made and Cold CAA D.
	CHIEF OFFICERS AND OTHER STAFF: CHIEF MCREYNOLDS: Chief McReynolds reported
117	there are five internal candidates for captain and five on the engineer list. In addition, the
118	District has purchased a prop to train on forcible entry, which may be used in the Zone.
119	BOARD: VICE PRESIDENT LUEVANO: Vice President Luevano requested Staff review
120	the District's fire prevention policies to determine how well they fit with the County's General
121	Plan, how they apply to the District and how best to support those plans.
122	BARGAINING GROUPS: AP MANN: AP Mann informed the Board of the status of one of
123	the children of a firefighter, noting that he is gravely ill with cancer. He noted the family is
124	facing a difficult year ahead and the Association and Staff are working to support the family
125	as their needs arise. If anyone has any questions or wants to be involved, they may contact
126	the family through either AP Mann or FF/PM Matt Anderson. AP Mann lauded all members
127	of the floor staff who worked to make the transition in the Rainbow Station come to fruition.
128	He wanted to be sure that their contribution was recognized.
129	Public Comments.
130	
130	
131	CLOSED SESSION
	CLOSED SESSION  OPENING CLOSED SESSION:
131	OPENING CLOSED SESSION:
131 132	
131 132 133	OPENING CLOSED SESSION:  At 6:00 p.m., President Munson inquired whether there was a motion to adjourn to Closed Session. There being no objection, President Munson read the items to be discussed in
131 132 133 134	<ul> <li>OPENING CLOSED SESSION:         At 6:00 p.m., President Munson inquired whether there was a motion to adjourn to Closed Session. There being no objection, President Munson read the items to be discussed in Closed Session and the Open Session was closed. A short break ensued after the reading     </li> </ul>
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131 132 133 134 135 136 137 138 139 140	• OPENING CLOSED SESSION:  At 6:00 p.m., President Munson inquired whether there was a motion to adjourn to Closed Session. There being no objection, President Munson read the items to be discussed in Closed Session and the Open Session was closed. A short break ensued after the reading of the Closed Session Items. At 6:05 p.m., and the Board entered Closed Session to hear: CS-1. Announcement — President Munson:  An announcement regarding the items to be discussed in Closed Session will be made prior to the commencement of Closed Session.  CS-2. Conference With Labor Negotiator — Government Code § 54957.6 — Management Group Negotiations — Chief Abbott:
131 132 133 134 135 136 137 138 139	OPENING CLOSED SESSION:  At 6:00 p.m., President Munson inquired whether there was a motion to adjourn to Closed Session. There being no objection, President Munson read the items to be discussed in Closed Session and the Open Session was closed. A short break ensued after the reading of the Closed Session Items. At 6:05 p.m., and the Board entered Closed Session to hear: CS-1. Announcement — President Munson:  An announcement regarding the items to be discussed in Closed Session will be made prior to the commencement of Closed Session.  CS-2. CONFERENCE WITH LABOR NEGOTIATOR — GOVERNMENT CODE § 54957.6 — MANAGEMENT

144	CS-3. CONFERENCE WITH LABOR NEGO	OTIATOR - GOVERNMENT CODE § 54957.6 - NON-
145	SAFETY GROUP NEGOTIATIONS - CHIEF A	ввотт:
146	FFA Non-Safety Group Negotiators	DISTRICT NEGOTIATORS:
147		CHIEF ABBOTT, DISTRICT COUNSEL JAMES
148	CS-4. CONFERENCE WITH LABOR NEGO	TIATOR - GOVERNMENT CODE § 54957.6 - SAFETY
149	GROUP NEGOTIATIONS - CHIEF ABBOTT:	
150	FFA SAFETY GROUP NEGOTIATORS	DISTRICT NEGOTIATORS:
151		CHIEF ABBOTT, DISTRICT COUNSEL JAMES
152	CS-5. CONFERENCE WITH LABOR NE	GOTIATOR - GOVERNMENT CODE § 54957.6 -
153	UNREPRESENTED INDIVIDUALS: EXECUTIVE	E ASSISTANT/BOARD SECRETARY AND FIRE MARSHAL:
154	DISTRICT NEGOTIATORS: CHIEF ABBOTT, [	DISTRICT COUNSEL JAMES
155	CS-6. REPORT FROM CLOSED SESSION -	- PRESIDENT MUNSON
156	• REOPENING OPEN SESSION:	
157	On a motion by President Munson, w	hich was seconded by Director Harris and which
158	passed unanimously, the Board returns	ed Open Session at 7:05 p.m., the following items
159	were reported out to the public:	
160	CS-2. CONFERENCE WITH LABOR NEGOTIA	ATOR - GOVERNMENT CODE § 54957.6 - MANAGEMENT
161	GROUP NEGOTIATIONS - CHIEF ABBOTT:	
162	NCFPD MANAGEMENT GROUP	DISTRICT NEGOTIATORS:
163		CHIEF ABBOTT, DISTRICT COUNSEL JAMES
164	No reportable action.	
165	CS-3. CONFERENCE WITH LABOR NEGO	TIATOR - GOVERNMENT CODE § 54957.6 - NON-
166	SAFETY GROUP NEGOTIATIONS - CHIEF A	BBOTT:
167	FFA Non-SAFETY GROUP NEGOTIATORS	DISTRICT NEGOTIATORS:
168		CHIEF ABBOTT, DISTRICT COUNSEL JAMES
169	No reportable action.	
170	CS-4. CONFERENCE WITH LABOR NEGOT	TIATOR - GOVERNMENT CODE § 54957.6 - SAFETY
171	GROUP NEGOTIATIONS - CHIEF ABBOTT:	
172		

	-
173	FFA SAFETY GROUP NEGOTIATORS DISTRICT NEGOTIATORS:
174	CHIEF ABBOTT, DISTRICT COUNSEL JAMES
175	No reportable action.
176	CS-5. CONFERENCE WITH LABOR NEGOTIATOR - GOVERNMENT CODE § 54957.6 -
177	UNREPRESENTED INDIVIDUALS: EXECUTIVE ASSISTANT/BOARD SECRETARY AND FIRE MARSHAL:
178	DISTRICT NEGOTIATORS:
179	CHIEF ABBOTT, DISTRICT COUNSEL JAMES
180	No reportable action.
181	ADJOURNMENT
182	A motion was made at 7:10 p.m. Director Harris and seconded by Vice President Luevano
183	to adjourn the meeting and reconvene on April 24, 2018, at 17:00. The motion carried
184	unanimously.
185	Respectfully submitted,
186	
187	Love a. Stelotte
188	Loren Stephen-Porter
189	Board Secretary
190	
191	Minutes approved at the Board of Director's Meeting on: Click here to enter a date.
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April 24, 2018 - Regular Board Meeting

Page = 28



### NORTH COUNTY FIRE PROTECTION DISTRICT

ADMINISTRATION - BUDGET & FINANCE

Collected

Over/Under

% of Budget

TO:

BOARD OF DIRECTORS

FROM:

DFC CHIEF STEVEN MAROVICH, HR/FS CHERIE JUUL AND CHIEF ABBOTT

DATE:

APRIL 24, 2018

SUBJECT:

REVENUE & EXPENDITURES AS OF MARCH 31, 2018 (75%)

Budgeted

### **FALLBROOK DIVISION**

Revenue Sources

Property Taxes	13,905,000.00	12,211,709.32	(1,693,290.68)	88%
Ambulance and Collections	1,700,000.00	1,281,626.45	(418,373.55)	75%
GEMT-State Supplement	100,000.00	190,776.79	90,776.79	191%
Prevention Fees	130,000.00	199,442.88	69,442.88	153%
Tower Lease Agreements	85,000.00	63,391.01	(21,608.99)	75%
Other Revenue Sources	110,000.00	10,204.63	(99,795.37)	9%
Interest	25,000.00	21,212.19	(3,787.81)	85%
Rainbow Div Admin Fees	66,250.00	18,749.97	(47,500.03)	28%
Cost Recovery	60,000.00	53,123.82	(6,876.18)	89%
Strike Team Reimbursements		366,649.35	366,649.35	-
Other Reimbursements	449,006.00	124,909.65	(324,096.35)	28%
Mitigation Fees & Interest	200,000.00	452,308.51	252,308.51	226%
Donations & Grants	935,322.00	585,746.11	(349,575.89)	63%
Annexation fees	-	-	-	. =
Transfers & Loans	760,000.00	-	(760,000.00)	0%
Total Revenue:	18,525,578.00	15,579,850.68	(2,945,727.32)	84%
	Budgeted	Spent	Over/Under	% of Budget
TTL Expenditures YTD thru 03/31/2018	18,525,578.00	13,127,448.74	(5,398,129.26)	
Revenue over Expenditures		2,452,401.94		
RAINBOW DIVISION				
Revenue Sources	Budgeted	Collected	Over/Under	% of Budget
Property Taxes	242,000.00	226,641.29	(15,358.71)	94%
Other Revenue	-			-
Mitigation Fees & Interest		129.14	129.14	-
Grants	37,940.00		(37,940.00)	
Transfers & Loans			-	
Total Revenue:	279,940.00	226,770.43	(53,169.57)	81%
	Budgeted	Spent	Over/Under	% of Budget
Expenditures YTD thru 03/31/2018	297,940.00	122,591.39	(175,348.61)	41%
Revenue over Expenditures		104,179.04		

		ON	NORTH COUNTY FIRE PROTECTION DISTRICT	IRE PROTEC	FION DISTRIC		
			Тах Арро	Tax Apportionments FY	17-18	:	
DATE	APP#	GROSS	REFUNDS & ADJUSTMENTS	FY 17/18 NET	FY 17/18 RUNNING	FY 16/17 NET	FY 16/17 RUNNING
8/31/2017	~	209,859.07	1,331.86	208,527.21	208,527.21	201,672.85	201,672.85
9/30/2017	2	80,019.22	2,758.64	77,260.58	285,787.79	57,578.90	259,251.75
10/3/2017	က	155,732.37	14,642.08	141,090.29	426,878.08	146,620.09	405,871.84
10/31/2017	4	668,381.08	20,694.18	647,686.90	1,074,564.98	362,089.22	767,961.06
12/31/2017	S	4,518,752.27	10,442.82	4,508,309.45	5,582,874.43	4,460,789.45	5,228,750.51
1/31/2018	9	3,046,946.30	15,583.84	3,031,362.46	8,614,236.89	2,202,909.46	7,431,659.97
2/28/2018	7	353,683.03	4684.96	348,998.07	8,963,234.96	467,470.26	7,899,130.23
3/30/2018				ı	1	•	1
4/30/2018	œ	3,178,335.98	150,199.91	3,028,136.07	11,991,371.03	3,396,121.20	11,295,251.43
5/1/2018	6			1	11,991,371.03	1,588,550.67	12,883,802.10
5/30/2018	10			1	11,991,371.03	98,599.64	12,982,401.74
6/30/2018	<del></del>			•	11,991,371.03	221,071.59	13,203,473.33
7/31/2018	12			•	11,991,371.03	40,404.74	13,243,878.07
TOTAL YTD		12,211,709.32	220,338.29	11,991,371.03	11,991,371.03	11,295,251.43	11,295,251.43
						Net Rev Increase	6.16%

			RAINBOW FIRE PROTECTION DISTRICT	PROTECTION	ON DISTRICT		
			Тах Арро	Tax Apportionments FY 17-18	Y 17-18		
DATE	APP#	GROSS	REFUNDS & ADJUSTMENTS	FY 17/18 NET	FY 17/18 RUNNING	FY 16/17 NET	FY 16/17 RUNNING
8/31/2017	~	3,894.91	24.72	3,870.19	3,870.19	3,768.39	3,768.39
9/30/2017	2	1,484.96	51.18	1,433.78	5,303.97	1,075.88	4,844.27
10/3/2017	က	2,890.08	271.63	2,618.45	7,922.42	2,739.49	7,583.76
10/31/2017	4	12,403.72	400.98	12,002.74	19,925.16	6,726.65	14,310.41
12/31/2017	ည	84,496.13	193.74	84,302.39	104,227.55	83,277.20	97,587.61
1/31/2018	9	56,022,39	287.67	55,734.72	159,962.27	41,796.29	139,383.90
2/28/2018	7	6,467,59	86.70	6,380.89	166,343.16	8,672.05	148,055.95
3/30/2018				1	166,343.16	•	148,055,95
4/30/2018	8	58,981.51	2,793.25	56,188.26	222,531.42	63,603.65	211,659.60
5/1/2018	6			4	222,531.42	30,339.83	241,999.43
5/30/2018	10			ı	222,531.42	1,832.79	243,832.22
6/30/2018	1			ı	222,531.42	4,105.73	247,937.95
7/31/2018	12			•	222,531.42	751.62	248,689.57
TOTAL YTD		226,641.29	4,109.87	222,531.42	222,531.42	211,659.60	211,659.60
						Net Rev Increase	5.14%

# NORTH COUNTY FIRE PROTECTION DISTRICT

## AMBULANCE REVENUE FY 2017-2018

		_											_	
FY 16-17 <u>NET REVENUE</u>	120 610 78	157 704 67	130 808 03	147 854 84	151 010 87	120 849 28	150,010,10	152,777,01	123,000,20	144,172.20	140,176,20	US TTB BCT	135,495.00	1,290,440.10
FY 17-18 <u>NET REVE</u> NUE	147 411 57	168 941 NO	129 488 00	150 032 49	144 190 22	123 400 85	187 846 19	122 202 20	447 073 66	00.076,711				1,281,626.45
BILLING	9.026.20	10 334 44	8,563.92	9 426 49	9.025.61	8 018 4B	10 263 20	7 500 81	7 096 13	2 200			100	79,255.35
DEPOSITS	156.437.77	177 275 53	138,051.92	160,358.98	153,215,83	141.509.31	178 D78 47	130 884 20	125.060.79				4 300 004 00	1,360,061,00
ADJ AR	183,941 70	164,820,43	125,019.79	150.853.51	111,257.88	182.941.80	159 674 75	119.954.00	187.063.01		,	0.53	4 205 825 07	100020'00C'I
REFUNDS	2,862.45	2.115.60	2,392.24	587.92		5.603.19	4 124 39	3.247.56	4 796 44				26 730 70	hanne
BAD DEBT WRITE-OFFS	40,150.48	21,753.15	45,354.95	36,372.86	52,526.63	14,342,41	21.786.92	31.764.08	16.695.04				280 746 F2	Net AIR Change
TOTAL AR FY 16-17	194,455.68	206,660,02	174,865.48	187,346.76	150,270.24	213,013.12	239,099.75	225,731,74	176.896.05	164.116.56		188 377 18	1 768 338 84	
TOTAL AR FY 17-18	226,954.63	188 689 18	172,766.98	187,814,29	163,784.51	202,887,40	185,586,06	154,965.64	208,554.49	4	(E)		1.692.003.18	
CONTRACTUAL WRITE DOWNS	240,104.83	264,548,71	248,376,87	252,852.67	238,396.02	252,454,29	224,196,26	232,936.22	241,124.75				2.194.990.62	
BILLED	467,059.46	453,237.89	421,143,85	440,666.96	402,180.53	455,341,69	409,782,32	387,901.86	449,679.24				3,886,993.80	
MONTH	7/31/2016	8/31/2016	9/30/2018	10/31/2016	11/30/2016	12/31/2016	1/31/2017	2/28/2017	3/31/2017	4/30/2017	5/31/2017	6/30/2017	TOTAL:	

### NORTH COUNTY FIRE PROTECTION DISTRICT MONTHLY INVESTMENT REPORT

#### March 31, 2018

FALLPROOK		BALANCE	INTEREST	
FALLBROOK County of San Diego/General Fund		604,383.35	<b>RATE</b> 0.01%	Operating
County of San Diego/Capital Reserve				-
County of San Diego/Capital Reserve		380,041.11	0.01%	Capital Reserves
County of San Diego/Fire Mitigation Fund		977,105.22	0.01%	Mitigation Fees
Local Agency Investment Fund		19,134.26	0.78%	<b>LAIF</b>
Workers' Comp JPA		458,573.21	0.26%	PASIS Funds
Bank of America/PASIS		13,887.56	0.01%	
Petty Cash		500.00	0.00%	
First National/Benefit Fund		153,567.89	0.70%	
First National/Payroll		580,934.98	0.70%	
First National/Accounts Payable		198,596.90	0.69%	
First National/Accounts Receivable	(2*5)	22,397.64	0.69%	
Wells Fargo/Accounts Receivable		CLOSED	0.00%	Funds transferred to Pacific Western
Pacific Western Bank/Accounts Receivable		1,407,782.84	0.00%	
	TOTAL	4,816,904.96		
RAINBOW				
County of San Diego/General Fund		450,301.03	0.01%	Operating
County of San Diego/Fire Mitigation Fund		16,373.75	0.01%	Mitigation
Petty Cash		-	0.00%	Funds placed in Pacific Western
	TOTAL	466,674.78		

NORTH COUNTY FIRE PROTECTION DISTRICT COST RECOVERY FY 2017/2018

;			XTD %	Billing	Net	FY 16/17
Month	Billed	Collected	Collected	Fees	Revenue	Net Revenue
7/31/2017	8,155.00	6,353.32	77.91%	1,270.66	5,082.66	4.877.13
8/30/2017	6,825.00	6,607.50	96,81%	1,321.50	5,286.00	7,592.08
9/30/2017	8,874.31	8,689.31	97.92%	1,737.86	6,951.45	3,060.00
10/31/2017	9,390.00	9,205.00	98.03%	1,841.00	7,364.00	6,328.47
11/30/2017	7,946.00	7,080.80	89.11%	1,416.16	5,664.64	1,616.00
12/31/2017	4,558.00	4,384.00	96.18%	876,80	3,507.20	8,474.40
1/31/2018	6,175.00	5,837,44	94.53%	1,167,49	4,669.95	5,840.00
2/28/2018	9,538.00	9,153.00	95.96%	1,830.60	7,322.40	5.802.69
3/31/2018	9,180.00	9,094.40	99.07%	1,818.88	7,275,52	6,444.74
4/30/2018						7.562.00
5/31/2018						5,310.45
6/30/2018						6.474.10
OTAL:	70,641.31	66,404.77	94.00%	13,280.95	53,123.82	50,035.51
				2	Net Rev Increase	6.17%

therecoveryhub.com

North County Fire Protection District

For the Ninth Month Ending March 31, 2018

	5	TOT THE PRINCIPLIANDING CHAIR	mitti Month Ending March 31, 2018			
		February	2017-2018	2017-2018	Amount	
Account		Actual	Running Total	Annual Budget	Remaining	% Used
	Rainbow General Fund					
41-000-0-2010-09-000	Salary	7	,	41,250.00	41,250.00	%0
<b>11</b> -000-0-5050-00-000	Uniforms	6,575.54	10,792.79	23,290.00	12,497.21	46%
<b>11</b> -000-0-5060-27-000	Telephone & Pagers	•	ì	300.00	300.00	%0
1-000-0-2080-00-000	Emerg Inc Meals & Provisions	2	1	4,000.00	4,000.00	%0
01-000-0-5100-42-000	Workers Comp Insurance		î	15,200.00	15,200.00	%0
11-000-0-5100-44-000	Facility/Vehicle Insurance	9	26,800.00	28,000.00	1,200.00	%96
11-000-0-5120-52-000	Repair Parts & Service		6,832.02	13,000.00	6,167.98	53%
11-000-0-5120-54-000	Motor Fuels & Lubricants	466.66	5,194.56	10,000.00	4,805.44	52%
<b>11-000-0-5120-69-000</b>	RCS 800 Mhz Maint Fee	456.00	4,986.20	8,000.00	3,013.80	62%
d11-000-0-5130-00-000	Structures & Grounds	520.49	8,301.97	7,500.00	(801.97)	111%
<b>21</b> -000-0-5170-72-000	Office Expense	74.46	714.46	1,300.00	585.54	25%
<b>11-000-0-5180-91-000</b>	Unscheduled Expenses		•	1,000.00	1,000.00	%0
011-000-0-5220-00-000	Small Tools & Minor Equip.		99.03	4,000.00	3,900.97	2%
11-000-0-5221-00-000	Safety Equipment		24,789.95	3,000.00	(21,789.95)	826%
011-000-0-5230-30-000	Employee Recognition Prog		2.	4,500.00	4,500.00	%0
<b>1</b> -000-0-5230-37-000	Wellness Program		•	12,000.00	12,000.00	%0
011-000-0-5230-37-001 0	Physicals	1,314.50	7,940.10	15,000.00	7,059.90	23%
A1-000-0-5240-38-000	Professional Development		279.90	200.00	220.10	%95
211-000-0-5260-23-000	Water	141.18	1,296.42	1,800.00	503.58	72%
11-000-0-5260-26-000	Gas & Electric	66.04	283.39	3,500.00	3,216.61	88
11-000-0-5270-00-000	Fallbrook Services	2,083.33	18,749.97	25,000.00	6,250.03	75%
11-000-0-5340-00-000	Refunds & Interest	4	327.61	3,000.00	2,672.39	11%
11-000-0-5400-00-000	Contingency Fund	4	4	10,000.00	10,000.00	%0
F	Total Rainbow General Fund	11,698.20	117,388.37	235,140.00	117,751.63	20%

North County Fire Protection District

For the Ninth Month Ending March 31, 2018

				TOTAL THE MISSELL ST. FOTO			
A		February	20	2017-2018	2017-2018	Amount	
#count		Actual	Run	Running Total	Annual Budget	Remaining	% Used
ril :	Rainbow Capital Fund		5				
21-200-0-5370-00-386	Equipment Replacement		,	à	6,000.00	6,000.00	%0
V11-200-0-5370-00-387	Tools & Equipment		,	1	5,000.00	5,000.00	%0
11-200-0-5420-00-000	Vehicle Reserve		•	,	38,800.00	38,800.00	%0
<del>∞</del> 11-200-0-5500-02-000	Station Remodel			3,436.04	5,000.00	1,563.96	%69
11-200-0-5500-03-000	MDC Replacement			t	,	•	%0
A11-200-0-5500-04-000	RCS Radio Upgrade		•	•	5,000.00	5,000.00	%0
011-200-0-5500-06-000	Solar Payment			1766.98	3,000.00	1,233.02	29%
u l	<b>Total Rainbow Capital Fund</b>		0.00	5,203.02	62,800.00	57,596.98	8%
ar Boar							
·d	GRAND TOTAL	\$ 11,698.20	\$	122,591.39 \$	297,940.00 \$	175,348.61	41.15%
Meeting							

For the Ninth Month Ending March 31, 2018

% Used	20 00	19.9%	0%0.6%	54.6%	83.3%	76.3%	76.0%	65.9%	72.8%	72.8%		76.2%	76.3%	57.7%	%8.89	76.7%	84.6%	76.7%	73.0%				
Amount Remaining	24.762.10	34,703.10	40,156.31	67,524.05	67,428,38	377,473.81	340,394.47	600,721.47	1,582,382.08	1,582,382.08		21,681.84	36,709.57	46,763.95	25,023.96	21,640.03	8,302.74	16.696.35	176,818.44				
Annual Budget	00 002 CZ1	164 650 00	156 016 00	148.652.00	403,849.00	1,590,091.00	1,419,815.00	1,761,550.00	5,818,242.00	5,818,242.00		91,286.00	154,611.00	110,533.00	80,261.00	92,924.00	53,827.00	71,568.00	655,010.00				
Running Total	137 036 90	124 512 60	102 995 51	81,127,95	336,420.62	1,212,617.19	1,079,420.53	1,160,828.53	4,235,859.92	4,235,859.92		69,604.16	117,901.43	63,769.05	55,237.04	71,283.97	45,524.26	54,871.65	478,191.56				
March Actual	21 837 54	19 463 64	18 105 72	17,152,20	46,093.24	182,798.00	162,407.52	171,030.47	638,888.33	638,888.33		10,533.03	17,839.83	1275381	2,730.04	10,721.88	6,707.13	8,257.89	56,789.80				
Description	Personnel CEO/Fire Chief	Denuty Fire Chief	Division Chief/Operations	Admin BC	Battalion Chiefs	Captains/Captain Medics	Engineers/Engineer Medics	Firefighters/FF Medics	TOTAL	TOTAL SAFETY SALARIES	MISC. (Non-Safety) Salaries	Executive Assistant	HR/Finance Specialist	Fire Marshal	Fire Protection Specialist	Mechanic III	Administrative Specialist	Mechanic II	TOTAL MISC. (Non-Safety)				
Account	00-102-0-5010-01-003	00-102-0-5010-01-004	00-104-0-5010-01-009	00-109-0-2010-01-009	40-104-0-5010-01-010	<b>20</b> -104-0-5010-01-011	00-104-0-5010-01-012	<b>D</b> -104-0-5010-01-013	2(		8 -	00-102-0-5010-01-005	<b>20-102-0-5010-01-007</b>	00-103-0-5010-01-010	M-103-0-5010-01-022	20-108-0-5010-01-018	dd-102-0-5010-01-025	<b>30</b> -108-0-5010-01-029	rd	M	lee	etir	ng

For the Ninth Month Ending March 31, 2018

ع ا
SAFEK
SAFERI
SAFER II
SAFER Salary
TOTAL SAFER
Regular Salaries
TOTAL LT
PART-TIME
PT Fire Protection Specialist (PT)
Admin Assistant (PT)
Fire Svcs Asst/Hydrant Maint
MSO
TOTAL PART-TIME
TOTAL PERSONNEL

For the Ninth Month Ending March 31, 2018

Account	Description	March Actual	Running Total	Annual Budget	Amount Remaining	% Used
	Overtime					
00-102-0-5010-06-000	Overtime/Admin	2,140.52	33,653.53	13,770.00	(19,883.53)	244.4%
00-103-0-5010-06-000	Overtime/Adınin	532.30	3,006.64	3,173.00	166,36	94.8%
00-103-0-5010-07-000	Overtime/Fire & Arson	•	126.15	3,173.00	3.046.85	4.0%
90-104-0-5010-02-000	PLSA 56 Hour Adjustment	15,614.54	107,524.79	140,805.00	33,280.21	76.4%
do-104-0-5010-02-001	SAFER I FLSA			4,161.00	4,161.00	0.0%
TO-104-0-5010-03-000	Overtime Promotional Testing	3,870.12	4,515.06	5,647.00	1,131.94	80.0%
26-104-0-5010-04-000	Association Leave	1	2,145.80	8,470.00	6,324.20	25.3%
-104-0-5010-02-000	Overtime/Ambulance Callback	274.69	4,188.91	3,438.00	(750.91)	121.8%
Ne-104-0-5010-06-000	Lead Medic	978.40	5.871.20	7,329.00	1,457.80	80.1%
III-104-0-5010-07-000	Overtime/Other		6,409.05	15,866.00	9,456.95	40.4%
<b>68</b> -104-0-5010-08-000	Rainbow Coverage	•	•	1	•	0.0%
00-104-0-5010-09-000	Overtime/Replacement	117,866.43	733,566.83	470,610.00	(262,956.83)	155.9%
Re	Orientation Mentorship	•	•	•	. 1	0.0%
<b>60</b> -104-0-5010-17-000	Vacancy	43,529.52	182,199.87		•	%0.0
<b>20</b> -104-0-5010-09-001	Admin	18,962.00	24,320.04	20,916.00	(3,404.04)	116.3%
<b>10</b> -104-0-5010-11-000	Workers Comp	ı	773.76	80,000.00	79,226.24	1.0%
<b>cto</b> -104-0-5010-10-000	Overtime/Strike Team	•	760,956.49	1	(760,956.49)	0.0%
90-104-0-5010-15-000	Overtime/Fire Callback	172.16	17,599.46	6,275.00	(11,324.46)	280.5%
000-90-0102-0-5010-06-000	Overtime/Admin/Other	•	16'665	4,183.00	3,583.09	14.3%
106-0-5010-02-000	FLSA 53/56 Hour Adjustment	2,865.50	14,389.26	14,000.00	(389.26)	102.8%
O-2010-0-001	SAFER FLSA Adjustment	r	1	7,000.00	7,000.00	0.0%
000-90-0109-0-901	Overtime/Full Time Coverage	•	3,218.46	15,687.00	12,468.54	20.5%
106-0-5010-09-000	Replacement Reserve SL/AL	10	1,062.00	21,000.00	19,938.00	5.1%
@0-10e-0-5010-13-000	Drills & Training	1	ī	2,500.00	2,500.00	0.0%
00-106-0-5010-14-000	Overtime Admin - Explorers	1,138.44	2,839.15	10,458.00	7,618.85	27.1%
00-107-0-5010-06-000	Communication - Overtime	335.17	1,108.59	2,103.00	994.41	52.7%
00-108-0-2010-06-000	Overtime/Admin	103.24	1,556.76	4,231.00	2,674.24	36.8%
00-109-0-2010-07-000	Overtime/Training	4,676.29	21,873.46	44,447.00	22,573.54	49.2%
61	Total Overtime	213,059.32	1,933,505.17	909,242.00	(1,024,263.17)	212.7%

For the Ninth Month Ending March 31, 2018

Account	Description	March Actual	Running Total	Annual Budget	Amount Remaining	% Used
	Other Pay					
00-102-0-5030-45-000	Total Medicare Tax	1,859.78	10,980.59	129,411.00	118,430,41	8.5%
00-102-0-5030-08-000	Total Social Security Tax	31.00	683.41	14,357.00	13,673.59	4.8%
00-102-0-5010-16-000	A/L & S/L Reimbursement	10,298.39	190,909.86	575,000.00	384,090,14	33.2%
40-104-0-5010-16-000	Holiday Time Adjustment	26,059.85	179,455.63	234,533.00	55,077.37	76.5%
<del>-0</del> 0-104-0-5010-16-001	SAFER I Holiday Time Adjustment	1	1	6,944.00	6.944.00	0.0%
-102-0-5050-00-000	Total Uniforms	3,735.97	18,831.34	47,950.00	29,118.66	39.3%
000-00-0505-0-901-000	Reserve Uniforms	2,264.97	7,153.37	8,000.00	846.63	89.4%
4,	Total Other Pay	44,249.96	408,014.20	1,016,195.00	608,180.80	40.2%
20	Benefits					
-00-105-0-5050-00-000	Retirement (Misc - Classic)	5,420.94	55,527.80	74,538.00	19,010.20	74.5%
m-102-0-5020-00-001	PEPRA Retirement (Misc-PEPRA)	2,092.22	11,299,23	13,871.00	2,571.77	81.5%
00-102-0-5020-00-102	Classic UAL (Misc.)	•	217,965.00	225,991.00	8,026.00	96.4%
<b>30-102-0-5020-00-103</b>	PEPRA UAL (Misc.)	t	52.00	39.00	(13.00)	133.3%
<b>9</b> 0-104-0-5020-00-000	Retirement (Safety-Classic)	206,861.08	760,739.05	1,175,559.00	414,819.95	64.7%
TE-104-0-5020-00-001	PEPRA (Safety - PEPRA)	12,638.36	82,105.36	81,685.00	(420.36)	100.5%
40-104-0-5020-00-002	SAFER I Retirement	1,209.57	12,571.59	32,135.00	19,563.41	39.1%
<b>W</b> -104-0-5020-00-003	SAFER II Retirement	2,526.12	14,935.07	22,409.00	7,473.93	%9.99
20-104-0-5020-00-102	Classic UAL (Safety)	•	811,237.00	841,108.00	29,871.00	96.4%
<b>20</b> -104-0-5020-00-103	PEPRA UAL Safety	•	174.00	132.00	(42.00)	131.8%
<b>20</b> -106-0-5020-00-000	Retirement	1	11,265.67	26,276.00	15,010,33	42.9%
<b>7</b> -106-0-5020-00-002	SAFER Retirement	309.42	2,939.49	34,822.00	31,882.51	8.4%
<b>4</b> 0-102-0-5030-40-000	Flexible Plan Insurance	135,036.16	768,255.94	1,461,420.00	693,164,06	52.6%
in	Total Benefits	366,093.87	2,749,067.20	3,989,985.00	1,240,917.80	68.9%
g	Wokers Compensation					
00-102-0-5100-42-000	Worker's Compensation	47,766.94	387,908.65	590,000.00	202,091.35	65.7%
6	Total Worker's Compensation	47,766.94	387,908.65	590,000.00	202,091.35	65.7%

For the Ninth Month Ending March 31, 2018

Account	Description	March Actual	Running Total	Annual Budget	Amount Remaining	% Used
	Board Administration				)  -  -	
01-0-5010-14-000	Board Members	200.00	3,800.00	7.500.00	3.700.00	50.7%
01-0-5043-00-000	Elections			•		
01-0-5150-00-000	Memberships/Subscriptions	•	7,592.00	7,900.00	308.00	5
01-0-5170-72-000	Office Supplies	331.52	1,643.07	2,000.00	356.93	
01-0-5180-83-000	Legal Fees	3,748.00	19,113.31	21,000.00	1,886.69	
01-0-5180-84-000	Negotiations/Labor	1	420.00	4,000.00	3,580.00	
11-0-5190-00-000	Advertising/Legal Notices	ε	200.00	4,000.00	3,800.00	5.0%
01-0-5230-30-000	Employee Recognition	ı	2,259.35	5,000.00	2,740.65	4
)1-0-5230-31-000	Meetings and Travel	•	143.97	0,000.00	8,856.03	1.6%
01-0-5230-32-000	Community Relations	1,962.00	1,973.99	150.00	(1,823.99)	1316.0%
)1-0-5230-38-000	Professional Development	•	•	2,365.00	2,365.00	0.0%
11-0-5340-00-000	Refunds and Interest	•	55,292.48	100,000.00	44,707.52	55.3%
11-0-5340-01-000	LAFCO Assessment Fee	•	9,176.02	7,907.00	(1,269.02)	_
	Total Board Administration	6,541.52	101,614.19	170,822.00	69,207.81	59.5%

For the Ninth Month Ending March 31, 2018

Account	Description	March Actual	Running Total	Annual Budget	Amount	% Used
	Administration					
00-102-0-5070-00-000	Ambulance Billing	7,500.81	80,417.04	110,000.00	29.582.96	73.1%
00-102-0-5100-43-000	Unemployment Insurance	1	00.006	5,000.00	4,100.00	18.0%
00-102-0-5130-66-000	Structures & Grounds	12,550.50	70,465.47	89,000.00	18,534.53	79.2%
00-102-0-5140-01-000	Personnel JPA-Academy	•	3,000.00	3,000.00		100.0%
De-102-0-5145-00-000	Personnel Recruitment	179.00	4,881.40	14,000.00	9,118.60	34.9%
H0-102-0-5150-00-000	Memberships/Subscriptions	•	2,433.45	4,200.00	1,766.55	57.9%
<del>700</del> -102-0-5170-70-000	County Admin Costs	•	26,153.23	190,000.00	163,846.77	13.8%
No-102-0-5170-71-000	Bank Fees	42.00	512.77	1,000.00	487.23	51.3%
-00-102-0-5170-72-000	Office Supplies	841.57	3,378.26	13,430.00	10,051.74	25.2%
-102-0-5170-73-000	Postage	182.12	3,193.05	4,500.00	1,306.95	71.0%
TD-102-0-5170-74-000	Printing	820.89	3,604.74	4,500.00	895.26	80.1%
<b>66</b> -102-0-5170-75-000	Square Bank Fees	•	352.45	•	•	0.0%
00-102-0-5180-81-000	Auditors	•	12,500.00	28,500.00	16,000.00	43.9%
-102-0-5180-82-000	Professional Services	1,629.73	189,516.81	148,500.00	(41,016.81)	127.6%
<b>40</b> -102-0-5180-83-000	Computer Support	2,709.34	65,158.81	145,282.00	80,123.19	44.8%
#0-102-0-5180-84-000	Computer Training	•	•	7,800.00	7,800.00	0.0%
<b>20-102-0-5180-85-000</b>	Computer Hardware/Software	155.65	26,842.95	60,000.00	33,157.05	44.7%
00-102-0-5200-00-000	Rents and Leases - Equipment	1,823.97	13,688.99	16,200.00	2,511.01	84.5%
00-102-0-5221-01-000	Office Furniture & Fixtures	•	4,795.09	6,500.00	1,704.91	73.8%
DO-102-0-5230-19-000	Frauma Intervention Program	•	7,257.00	7,257.00	•	100.0%
<b>60</b> -102-0-5230-30-000	Employee Recognition	522.59	556.28	3,640.00	3,083.72	15.3%
102-0-5230-31-000	Disciplinary Training	•	4,000.00	7,257.00	3,257.00	55.1%
A-102-0-5230-37-000	Physicals/Wellness Program	•	6,422.17	33,580.00	27,157.83	19.1%
<b>60-102-0-5230-38-000</b>	Professional Development	5,791.34	19,703.94	16,500.00	(3,203.94)	119.4%
102-0-2230-39-000	Employee Asst. Program	•	3,460.00	7,000.00	3,540.00	49.4%
<b>4</b> 0-102-0-5230-40-000	Formal Education		•	•	1	0.0%
00-102-0-5230-41-000	Meetings and Misc Expense	174.05	678.32	5,000.00	4,321.68	13.6%
00-102-0-5230-49-000	PERS Medical Admin Fees	442.44	4,267.30	5,032.00	764.70	84.8%
00-102-0-5260-23-000	Water	1,432.91	18,443.35	23,880.00	5,436.65	77.2%
00-102-0-5260-24-000	Sewer	759.98	6,851.95	11,300.00	4,448.05	%9.09
00-102-0-5260-25-000	Irash	740.10	6,526.50	9,500.00	2,973.50	68.7%
000-97-0975-0-701-00	Gas & Electric	1,996.62	21,690.13	25,000.00	3,309.87	86.8%
" Pa	Total Administration	40,325.61	611,651.45	1,006,358.00	394,706.55	%8.09
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For the Ninth Month Ending March 31, 2018

Account	Description	March Actual	Running Total	Annual Budget	Amount Remaining	% Used
	Fire Prevention					
00-103-0-5120-56-000	Hydrants	1	2,312,59	14.500.00	12.187.41	15.9%
00-103-0-5150-00-000	Memberships/Subscriptions	•	3,280.28	4,000.00	719.72	82.0%
00-103-0-5230-30-000	Fire Safety Council	*	800.86	1,000.00	109.11	89.1%
90-103-0-5230-31-000	CERT Program	•	•	1,900.00	1,900.00	0.0%
<del>d</del> 0-103-0-5230-32-000	Materials/Public Education	684.96	6,924.86	15,000.00	8,075.14	46.2%
-60-103-0-5230-34-000	Required Weed Abatement	10,300.00	12,841.29	30,000.00	17,158.71	42.8%
NO-103-0-5230-35-000	Investigative Supplies/Equip	•	•	1,500.00	1,500.00	0.0%
-to-103-0-5230-36-000	Arson Investigative Training	•	120.59	1,500.00	1,379.41	8.0%
NS0-103-0-5230-38-000	Professional Development	•	3,158.55	5,500.00	2,341.45	57.4%
T0-103-0-5230-38-001	Formal Education	•	2,335.50	3,078.00	742.50	75.9%
8 -	Total Fire Prevention	10,984.96	31,864.55	77,978.00	46,113.45	40.9%
- F			:			
₹e	Emergency Services					
<b>60</b> -104-0-5080-00-000	Emer Incident Meals & Provisions	1	7,111.98	1,500.00	(5,611.98)	474.1%
<b>20-</b> 104-0-5090-21-000	Kitchen/Janitorial Supplies	1,700.31	15,077.04	20,000.00	4,922.96	75.4%
10-104-0-5100-44-000	Facility/Vehicles-Insurance	200.00	88,132.96	87,400.00	(732.96)	100.8%
<b>104-0-5120-12-000</b>	Firefighting Equipment	3,014.16	38,043.63	59,543.00	55,968.10	63.9%
<b>3</b> 0-104-0-5125-00-000	Map Maintenance Program	1	3,562.00	13,500.00	9,938.00	26.4%
20-104-0-5150-00-000	Memberships/Subscriptions	1	3,520.57	5,600.00	2,079.43	62.9%
<b>20-104-0-5221-00-000</b>	Safety Equipment/PPE	443.93	34,261.87	66,750.00	32,488.13	51.3%
<b>30-104-0-5221-01-000</b>	Traffic Contollers	1	15,340.80	•	(15,340.80)	0.0%
<b>3</b> 0-104-0-5223-00-000	Diaster Preparedness	15.00	185.40	2,000.00	1,814.60	9.3%
36-104-0-5230-38-000	Professional Development	00.09	1,653.82	9,000.00	7,346.18	18.4%
g	Total Emergency Services	5,733.40	206,890.07	265,293.00	58,402.93	78.0%

# North County Fire Protection District

For the Ninth Month Ending March 31, 2018

Emergency Med Services Medical Supplies/Equipment Memberships/Subscriptions Professional Services			i		
pplies/Equipment ps/Subscriptions il Services					
ps/Subscriptions Il Services	7,485.84	97,251.84	114,000.00	16,748.16	85.3%
il Services	r	50.00	•	-50.00	%0.0
	•	•	•	0.00	%0.0
Personal Protective Equipment	1	•	•	0.00	0.0%
	•	1,393,20	1.500.00	106.80	92 9%
EMS Equipment	118.32	1,381.15	2,000.00	618.85	69.1%
Medical Licensing & Cert	240.00	3,483.50	8,250.00	4.766.50	42.2%
Defib Maint & Maint Agmnt	10,965.00	28,263.47	35,848.00	7,584.53	78.8%
Elec Data Agmnt/Maint	1	•	3,040.00	3,040.00	0.0%
Equipment Maintenance	•	•	•	0.00	0.0%
Professional Development	1	2,172.54	5,000.00	2,827.46	43.5%
Total Emergency Med Svcs	18,809.16	133,995.70	169,638.00	35.642.30	79.0%
Limited Term					
Firefighters/Volunteers					
Explorer Materials & Equip	1	3,089.42	8	(3,089.42)	0.0%
Medical & Pre-Emp Exams	,	1,770.00	4,000.00	2,230.00	44.3%
Professional Development	150.00	4,390.00	1,500.00	(2,890.00)	292.7%
Total Reserves	150.00	9,249.42	5,500.00	-3,749.42	168.2%
Communications					
	•	1	650.00	650.00	0.0%
Felephone/Cable TV/IP Tele	11,946.89	57,872.60	72,000.00	14,127.40	80.4%
Verizon Data	•	1	15,000.00	15,000.00	0.0%
MDC & AVL Maint Costs	1	6	15,500.00	15,500.00	0.0%
s & Service	2,727.48	5,557.62	20,000.00	14,442.38	27.8%
ices & Supplies	•	742.14	1,500.00	757.86	49.5%
Jine Maintenance	1	2,730.86	4,800.00	2,069.14	56.9%
HZ Maint. Fee	2,707.50	30,971.41	77,500.00	46,528.59	40.0%
os/Subscriptions	142.00	1,375.00	1,000.00	(375.00)	137.5%
rvices	78,613.00	283,649.93	314,452.00	30,802.07	90.2%
Fravel		•	200.00	200.00	0.0%
i Development		£		1	0.0%
munications	96,136.87	382,899.56	522,902.00	140,002.44	73.2%
	Radios/Parts & Service Alarm Services & Supplies T-1 Phone Line Maintenance RCS 800 MHZ Maint. Fee Memberships/Subscriptions Disptach Services Mectings & Travel Professional Development Total Communications	ies ance ee ons 7	ies 2,727.48 ies 2,727.48 ance 2,707.50 3 ons 142.00 28 nt	ies 2,727.48 5,557.62 742.14 ance 2,707.50 30,971.41 ons 78,613.00 283,649.93 3 int	ies 2,727.48 5,557.62 20,000.00 1 1 2,500.00 1 1 2,500.00 1 1 2,500.00 1 1 2,000.00 1 1 2,707.50 2,730.86 4,800.00 1 1,200 1,275.00 1,375.00 1,000.00 1,375.00 1,000.00 1,000.00 1,000.00 1 1 2,357.00 1 2,357.00 1 1,000.00 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1

For the Ninth Month Ending March 31, 2018

Account	Description		Running Total	Annual Budget	Amount	% Used
	Shop/Maintenance				C	
00-108-0-5090-22-000	Laundry/Linen Supplies	1	1	1,700,00	1 700 00	7000
00-108-0-5090-53-000	Hazmat Disposal & Permits	264 44	00 777 9	00:001,	1,050,00	20.00
000 05 0015 0 801 00	Died P. A.		60.11.0	0,000,00	1,02001	18.5%
000-75-0715-0-001-00	rans & Accessories	5,842.70	84,117.65	101,200.00	17,082.35	83.1%
A00-108-0-5120-53-000	Fuel	13,159.69	95,161.06	120,000.00	24,838.94	79.3%
00-108-0-5120-54-000	Oils & Lubricants	•	4,715.09	7,000.00	2,284.91	67.4%
200-108-0-5120-59-000	Sublet Repairs	1,846.88	10,833.80	24,000.00	13,166.20	45.1%
200-108-0-2150-00-000	Memberships/Subscriptions	•	1	80.00	80.00	
	Fleet Maint Software	1	00.006	3,300.00	2,400.00	27.3%
000-108-0-2220-00-000	Small Tools/Minor Equipment	490.66	1,621.45	4,100.00	2,478.55	39.5%
<b>300-108-0-5230-38-000</b>	Professional Development	030.00	1,478.00	7,000.00	5,522.00	21.1%
00-108-0-5230-39-000	Formal Education	1	•	450.00	450.00	0.0%
- F	Total Shop/Maintenance	22,234.37	205,575.04	277,430.00	71,854.96	74.1%
Re	Training					
©00-109-0-5150-00-000	Memberships/Subscriptions	1	20.00	500.00	450.00	10.0%
=00-109-0-5230-20-000	Training Materials	7,354.70	8,738.98	10,000.00	1,261.02	87.4%
100-109-0-5230-38-000	Professional Development	11,743.90	45,725.30	50,000.00	4,274.70	91.5%
<b>30</b> 0-109-0-5230-39-000	Formal Education	3,219.00	9,428.50	41,000.00	31,571.50	23.0%
	Total Training	22,317.60	63,942.78	101,500.00	37,557.22	63.0%
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For the Ninth Month Ending March 31, 2018

Account	Description	March Actual	Running Total	Annual Budget	Amount Remaining	% Used
	General Fund Reserve					
00-120-0-5400-00-000 Contingency Fund	0 Contingency Fund	•	•	190.000.00	190 000 000	%0
00-120-0-5400-02-000	00-120-0-5400-02-000 Transfer to Vehicle Reserve	a	•	500 000 000	500 000 000	700
00-120-0-5400-03-000	00-120-0-5400-03-000 Transfer to Facilities Reserve	•	•		20000000	
00-120-0-5400-05-000	00-120-0-5400-05-000 Equip Reserve - Defib Replacement	•	•	J	1	700
00-120-0-5400-07-000	600-120-0-5400-07-000 Transfer to Equip Reserve - MDC	,		•		200
ril	Total General Fund Reserve			00.000,009	690,000.00	%0
2	Capital Expense					
-0-200-0-2500-03-000	Building Repairs	ŧ	•	125.000.00	125 000 00	%U
NO-200-0-5500-04-000	Personal Protective Fourin				000000000000000000000000000000000000000	7.00
00-200-0-5500-05-000	FMS Equipment	1	a	•	•	%0
000 20 0055 0 000 000		f		•	•	%0
000-00-00-00-000-000-000-000-000-000-0	Communication Equipment	10,299.95	49,532.10	70,000.00	20,467.90	%12
00-200-0-2200-22-000	Station 5 Loan	•	•	1	•	%0
100-55-0055-0-007-001	Station 5 Loan Payment #1		91,369.33	182,739.00	91,369.67	20%
CO0-5200-0-2200-22-002	Station 5 Loan Payment #2	•	234,689.75	235,674.00	984.25	100%
200-6-200-2-200-2-0-000	Station 4 Project	•	1	50,000.00	50,000.00	%0
#0-200-0-5500-55-003	Admin Payment	•	•	85,751.00	85,751.00	%0
<b>40</b> -200-0-5500-56-000	ECAA/Solar Loan	•	8,487.07	12,575.00	4,087.93	%19
0-200-0-5500-56-001	ECAA/Solar Loan Payment	•	20,320,21	35,729.00	15,408,79	27%
200-200-0-5500-57-000	Hwy 76 Traffic Controllers	1	•	•		%0
<b>10-200-0-5500-58-000</b>	Apparatus Loan	r	1	91.324.00	91 324 00	%0
200-0-5500-58-001	Emergency Vehicles	20,342.11	129,679.52	668,137.00	538.457.48	%61
<b>6</b> 0-200-0-5500-59-001	Adminstrative Bldg Payment	7,145.89	50,021.23	•		
tin	Total Capital Equipment	37,787.95	584,099.21	1,556,929.00	664,214.41	38%
g						
	CPAND TOTAL	\$1,675,046.56	\$13,127,448.74	\$18,525,578.00	\$5.398.129.26	70.0%
	TWINI INIUM					2 4 ALAN .

Document Date	Document Number	Vendor Name	Transaction Description	Document Amount
3/1/2018	LEASE 81172 3/1/18	Community First Ntional Bank	2017 Amb pymt 1 of 5	45,742.1
3/1/2018	330 S. MAIN AVE 2018	SDTTC	Admin improvement taxes	88.48
3/1/2018	0003694403	Capital One Public Funding	Sta 5 Ioan 03/01/2018	117,725.00
3/1/2018	STMT 03/2018	Employee Benefit Specialists, Inc.	Dental/Vision/Life 03/2018	9,502.31
3/1/2018	STMT 03/2018	Harry J. Wilson Insurance Center	LTD 03/2018	1,242.00
3/1/2018	9746B	JIM'S SIGN SHOP	Blk reflective helmet ltr	443.93
3/1/2018	97478	JIM'S SIGN SHOP	Magnetics	645.15
3/1/2018	0417565030118	TIME WARNER CABLE	03/11/18-04/10/18	64.98
3/1/2018	9802608554	VERIZON WIRELESS	02/02/18-03/01/18	77.24
3/1/2018	18012	WILDFIRE INFORMATION CONSULTING	Plan check assistance	1,950.00
3/1/2018	18NOCFPDN08	COUNTY OF SAN DIEGO - RCS	Fire radios 02/2018	5,883.00
3/1/2018	STMT 01/2018	LIFE-ASSIST, INC	Medical supplies 02/2018	2,173.64
3/1/2018	57722832	MCMASTER-CARR SUPPLY CO.	Screws/Lock-nuts	86 00
3/1/2018	STMT 3/1/18	Rainbow Oaks Marketplace	Rnbw supplies	18.75
3/1/2018	092455618	XEROX - PASADENA	01/21/18-02/21/18	701.61
3/1/2018	90022510	Zoll Medical Corp	3yr warranty - 3 of 3 pymt	4,200.00
3/1/2018	855	World Advancement of Technology	Street EMS Spt 3/1/18-2/28/19	6,765.00
3/2/2018	PR AP 03/02/18	FALLBROOK FIREFIGHTERS' ASSN	FFA Dues 03/02/18	2,633.64
3/2/2018	PR AP 3/2/18	FALLBROOK FIREFIGHTERS' ASSN	FFA Reserve Dues 03/02/18	19.89
3/2/2018	PR AP 03/02/18	FIREFIGHTERS LEG. ACTION GRP	FLAG Contributions PR 03/02/18	100.00
3/2/2018	PR AP 03/02/18	NORTH COUNTY FIRE RESERVES	Reserve Dues PR 03/02/18	39.78
3/2/2018	PR AP 03/02/18	LINCOLN NATIONAL	Lincoln PR 03/02/18	3,465.30
3/2/2018	33662253209	DIRECTV	03/01/18-03/31/18	144 98
3/2/2018	R97028	VALLEY POWER SYSTEMS, INC	Coolant	69.25
3/2/2018	R97008	VALLEY POWER SYSTEMS, INC	Seal/Hose/Scrw plug	239.27
3/2/2018	PIERCE PUMP DEDUCT	SDRMA	Deductible 2006 Pierce Pumper	500.00
3/5/2018	2/6/18-3/5/18	FALLBROOK PUBLIC UTILITY DISTR	02/06/18-03/05/18	262.61
3/5/2018	02/06/18-03/05/18	FALLBROOK PUBLIC UTILITY DISTR	02/06/18-03/05/18	272.50
3/6/2018	7012804649	APPLIED INDUSTRIAL TECHNOLOGIES	Master Locks	654.16
3/7/2018	58107252	MCMASTER-CARR SUPPLY CO.	(1) Tire pressure gauge	194.84
3/8/2018	FEE REFUND 3/18	Claudia and/or Jose Bravo	Fire Mitigation Fee Refund	894.40
3/8/2018	03/09/18-04/08/18	AT&T U-VERSE	03/09/18-04/08/18	152.52
3/9/2018	SEAT REPAIR 3-9-18	Custom Upholstery Unlimited	Seat repair	120.00
3/9/2018	092561742	XEROX - PASADENA	1/30/18-3/6/18	367.71
3/10/2018	2/11/18-3/10/18	RAINBOW MUNICIPAL WATER DIST	2/11/18-3/10/18	206.80
3/10/2018	2/11/18-3/10/18-000	RAINBOW MUNICIPAL WATER DIST	2/11/18-3/10/18	126.37
3/10/2018	2/11/18-3/10/18-2	RAINBOW MUNICIPAL WATER DIST	02/11/18-3/10/18	14.81
3/10/2018	0000240031018	TIME WARNER CABLE	3/20/18-4/19/18	149.95
3/12/2018	K351K6L50000	AETNA HEALTHCARE	Ambulance refund 03/2018	1,510.22
3/12/2018	758717-ERWIN	KAISER PERMANENTE	Ambulance refund	1,547.56

Document Date	Document Number	Vendor Name	Transaction Description	Document Amount
3/12/2018	4125573-CAMY	KAISER PERMANENTE	Ambulance refund 03/2018	1,738.66
3/12/2018	1207147686	Citrix Systems, Inc	GoTo Mtg 3/12/18-4/11/18	117.00
3/12/2018	26228	FALLBROOK AWARDS	Employee recog plaques	522.59
3/12/2018	FUEL 3/2018	AARON MURG	Fuel for staff car	58.31
3/12/2018	STMT 3/12/2018	POSTAL ANNEX #25	Postage 02/2018	82.12
3/12/2018	79138-1	ESO SOLUTIONS, INC.	FH Inspector license iPad	750.00
3/12/2018	80282	UNIFORM SPECIALIST/ACE UNIFORMS	Saldana - uniform	462.08
3/13/2018	DRIVER OP 1A	Erik Alter-Reitz	Driver Op 1A	180.00
3/13/2018	1144	Fallbrook Overhead Doors and Entry Gates	Sta. 4 garage door repair	75.00
3/13/2018	STMT 3/15/18	FALLBROOK OIL COMPANY	Fuel 03/01/18-03/15/18	3,227.81
3/13/2018	001124	Firehouse Innovations Corp	Multi-Force door	7,150.00
3/13/2018	4865-2	PALOMAR COMMUNITY COLLEGE	(2) additional students	224.00
3/14/2018	011765	ALERT LOCKSMITH	Admin lock change	138.86
3/14/2018	MEDIC ACCRED	PATRICIA HOCH	Paramedic Accred	150.00
3/14/2018	58635690	MCMASTER-CARR SUPPLY CO.	Toggle switch/washers	179.12
3/15/2018	127366	Global CTI	Web support 04/2018	134.48
3/15/2018	18015	WILDFIRE INFORMATION CONSULTING	Plan check assist 3/1-3/15/18	1 462 50
3/15/2018	80396	UNIFORM SPECIALIST/ACE UNIFORMS	deBrauwere - jacket	128.82
3/16/2018	PR AP 03/16/18	LINCOLN NATIONAL	Lincoln Contributions 03/16/18	3,469.65
3/16/2018	PR AP 03/16/18	FALLBROOK FIREFIGHTERS' ASSN	FFA DUES PR 03/16/18	2,586.80
3/16/2018	SR DUES 03/16/18	FALLBROOK FIREFIGHTERS' ASSN	FBK FFA SR DUES 3/16/18	18.72
3/16/2018	PR AP 03/16/18	NORTH COUNTY FIRE RESERVES	SINGLE ROLE DUES 03/16/18	37.44
3/16/2018	PR 3/16/2018	FIREFIGHTERS LEG. ACTION GRP	FLAG Dues	98.00
3/16/2018	9709C	JIM'S SIGN SHOP	(2) 12" logo decals	68.96
3/17/2018	2/18/18-3/17/18	RAINBOW MUNICIPAL WATER DIST	02/18/18-03/17/18	597.30
3/17/2018	2/18/18-3/17/18-001	RAINBOW MUNICIPAL WATER DIST	2/18/18-3/17/18	22.95
3/18/2018	OST - FI 1A	RED HELMET TRAINING	Fire Inspector 1A	240.00
3/18/2018	1829631	WITMER PUBLIC SAFETY GROUP, INC.	Bisibi project	692.00
3/19/2018	GPUG AMP 03/2018	Cherie Juul	GPUG Amplify airline	465.06
3/19/2018	8242	World Landscape	Landscaping 03/2018	200.00
3/20/2018	114218	FIRE, ETC.	Blitzfire Monitor	3,501.88
3/20/2018	114213	FIRE, ETC.	Niedner supplyline/stamping	4,675.15
3/21/2018	HIS1110	JOSEPH BRADSHAW	HIS1110	870.00
3/21/2018	5-270	JOSEPH BRADSHAW	S-270	250.00
3/22/2018	08C9901381948	READY FRESH	2/21/18-3/20/18	38.78
3/22/2018	08C0030618029	READY FRESH	2/21/18-3/20/18	228.16
3/22/2018	08C0030602940	READY FRESH	2/21/18-3/20/18	7.53
3/22/2018	)2/23/18-03/22/18	FALLBROOK PUBLIC UTILITY DISTR	02/23/18-03/22/18	478.79
3/22/2018	02/23/18-3/22/18	FALLBROOK PUBLIC UTILITY DISTR	02/23/18-03/22/18	51.04
3/22/2018	381456032218	TIME WARNER CABLE	4/2/18-5/1/18	338.84

Document Date	Document Number	Vendor Name	Transaction Description	Document Amount
3/22/2018	0381472032218	TIME WARNER CABLE	4/2/18-5/1/18	1,143.84
3/23/2018	2/20/18-3/21/18	SDG&E	02/20/18-03/21//18	37.29
3/23/2018	30404	FALLBROOK PROPANE GAS CO.	Sta. 2 propane	518.28
3/26/2018	REL2050	AUGUST, PETER	REL2050	783.00
3/26/2018	FSC4710/REL4035	ED JONES	FSC4710/REL4035	1,566.00
3/26/2018	MEDIC FY18/20	Ryan Lewis	Medic Lic. FY18-20	240.00
3/26/2018	FILE 2018-052	Tucker Appraisal Service Corp	Sta. 3 appraisal	2,000.00
3/26/2018	2/21/18-3/22/18-183	SDG&E	2/21/18-3/22/18	95.16
3/26/2018	77347864	WAXIE SANITARY SUPPLY	Flag/detergent/towels	1,998.01
3/27/2018	1274239	MYERS-STEVENS & CO. INC.	LTD 03/2018	632.50
3/27/2018	2/22/18-3/23/18-080	SDG&E	2/22/18-3/23/18	155.48
3/27/2018	2/22/18-3/23/18	SDG&E	2/22/18-3/23/18	158.99
3/30/2018	JAN-MAR 2018	STEVE ABBOTT	CELL REIMB	300.00
3/30/2018	JAN-MAR 2018	JOHN BUCHANAN	CELL REIMB	300.00
3/30/2018	JAN-MAR 2018	Patty Koch	CELL REIMB	300.00
3/30/2018	JAN-MAR 2018	KEVIN MAHR	CELL REIMB	300.00
3/30/2018	JAN-MAR 2018	STEVE MAROVICH	CELL REIMB	300.00
3/30/2018	JAN-MAR 2018	KEITH MCREYNOLDS	CELL REIMB	300.00
3/30/2018	JAN-MAR 2018	LOREN STEPHEN-PORTER	CELL REIMB	300.00
3/30/2018	JAN-MAR 2018	GREG WILSON	CELL REIMB	300.00
3/30/2018	JAN-MAR 2018	Nancy Goss	CELL REIMB	300.00
3/30/2018	JAN-MAR 2018	Cherie Juul	CELL REIMB	204.00
3/30/2018	JAN-MAR 2018	DAN NIETO	CELL REIMB	204.00
3/30/2018	JAN-MAR 2018	Todd Parmelee	CELL REIMB	204.00
3/30/2018	JAN-MAR 2018	DELGADO, DANNY	CELL REIMB	204.00
3/30/2018	JAN-MAR 2018	Charlie Swanger	CELL REIMB	204.00
3/30/2018	JAN-MAR 2018	FRED SCHOENHEIT	CELL REIMB	300.00
3/30/2018	JAN-MAR 2018	BARRY KRUMWIEDE	CEL REIMB	300.00
3/30/2018	PR AP 03/30/18	LINCOLN NATIONAL	Lincoln Payment	3,426.12
3/30/2018	PR AP 03/30/18	FALLBROOK FIREFIGHTERS' ASSN	FFA DUES - SAFETY & NS	2 572 52
3/30/2018	PR AP 3/30/18	FALLBROOK FIREFIGHTERS' ASSN	FFA DUES - SINGLE ROLE	21.06
3/30/2018	PR AP 03/30/18	FIREFIGHTERS LEG. ACTION GRP	FLAG DUES PR 03/30/18	96.00
3/30/2018	PR AP 03/30/18	NORTH COUNTY FIRE RESERVES	SINGLE ROLE DUES	42.12
3/30/2018	IAN-MAR 2018	AARON MURG	CELL REIMB	68.00
3/30/2018	201718-133	NORTH COUNTY DISPATCH JPA	FY17/18 Q3 monitoring	78,613 00
3/30/2018	REFILL 03/2018	US POSTAL SERVICE	Refill BRM 03/2018	100.00
3/30/2018	STMT 3/2018	D.F. Cleaning Service	Admin Janitorial MAR 2018	400.00

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April 24, 2018 - Regular Board Meeting

Page-5



## NORTH COUNTY FIRE PROTECTION DISTRICT

#### FIRE CHIEF/CEO

TO:

**BOARD OF DIRECTORS** 

FROM:

STEPHEN ABBOTT FIRE CHIEF/CEO

DATE:

April 24, 2018

SUBJECT:

STANDING ITEM: POLICIES AND PROCEDURES

1. None.

PAGEINTERTIONALLYBURY

April 24, 2018 - Regular Board Meeting

Paue-52



### NORTH COUNTY FIRE PROTECTION DISTRICT

ADMINISTRATIVE SERVICES - BUDGET & FINANCE

TO: BOARD OF DIRECTORS

FROM: DEPUTY CHIEF MAROVICH AND CHIEF ABBOTT

**DATE:** APRIL 24, 2018

SUBJECT: THIRD QUARTER OVERTIME TRACKING REPORT

#### CONSENT AGENDA

#### **BACKGROUND:**

This report is designed to provide an overview of the overtime expenditures in comparison with the budgeted amounts and historical usage. In addition, this report documents overtime based on the leave that generates it and includes reimbursements from providing Mutual Aid.

#### **DISCUSSION:**

The attached charts provide multiple views of overtime usage and the leave that generates it. The reporting periods coincide with the month divisions and not pay periods. Therefore, there may be variations from month to month. An increase in overtime may be attributed to an additional pay period falling within that particular month or unusually high overtime due to an event or mutual aid activity. Three charts are included to give a quick visual comparison of the tracked areas:

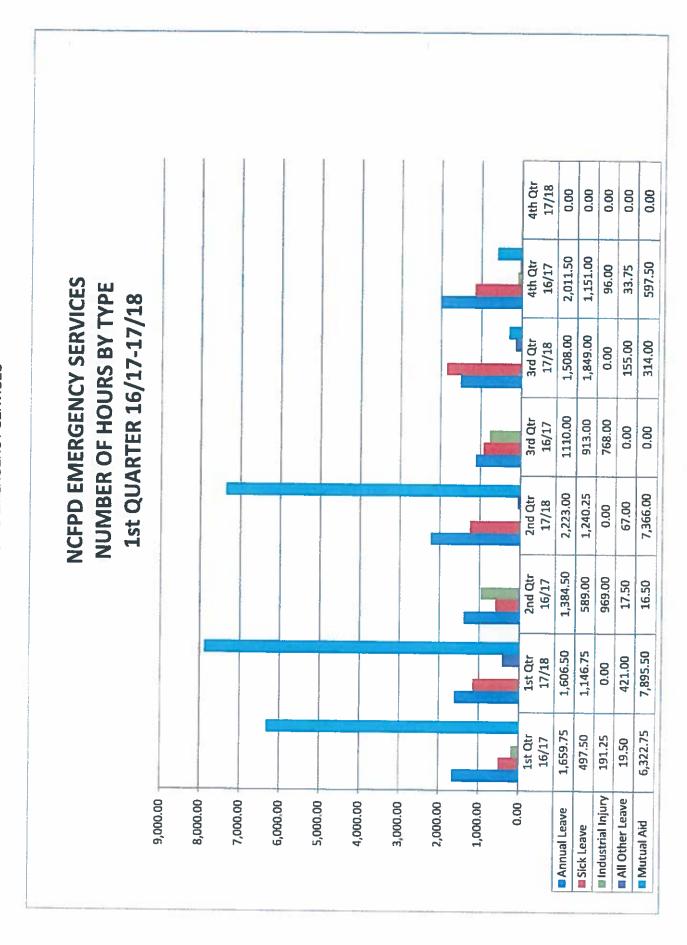
- Leave Analysis by Type
- Five Year Overtime History
- Two Year Overtime Comparison by Month

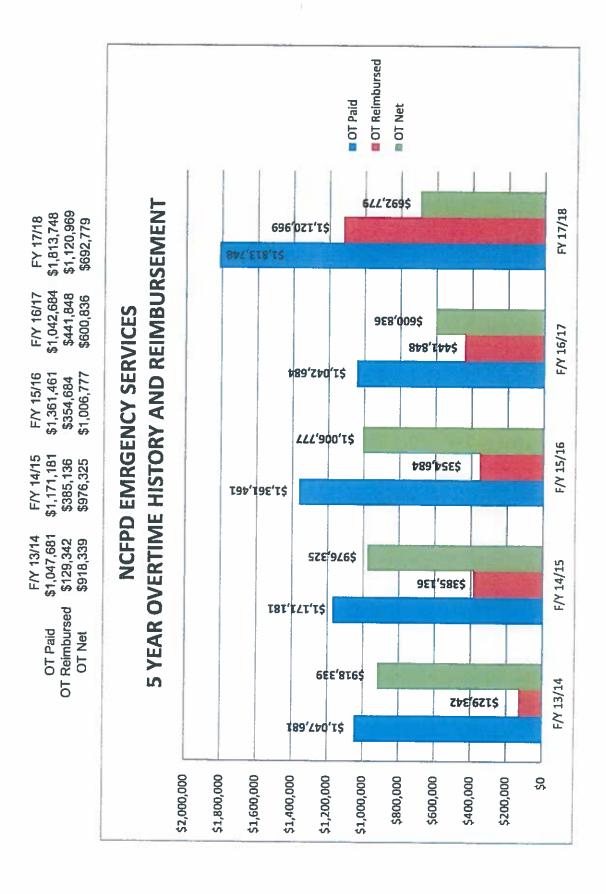
#### **FISCAL ANALYSIS:**

The District finished the third quarter with a slight increase in both annual leave and sick leave compared to the same quarter last year. Current overtime is 258% expended but the District received reimbursements for mutual aid in the amount of \$491,559 which reduces the overtime down to 188% of the budget. The District has approximately \$495,410 in accounts receivable for outstanding strike team which includes the Lilac Fire from Federal and State disaster reimbursement. Total overtime expended minus all reimbursements, including Lilac, would be 826,779 or 117% of the budget.

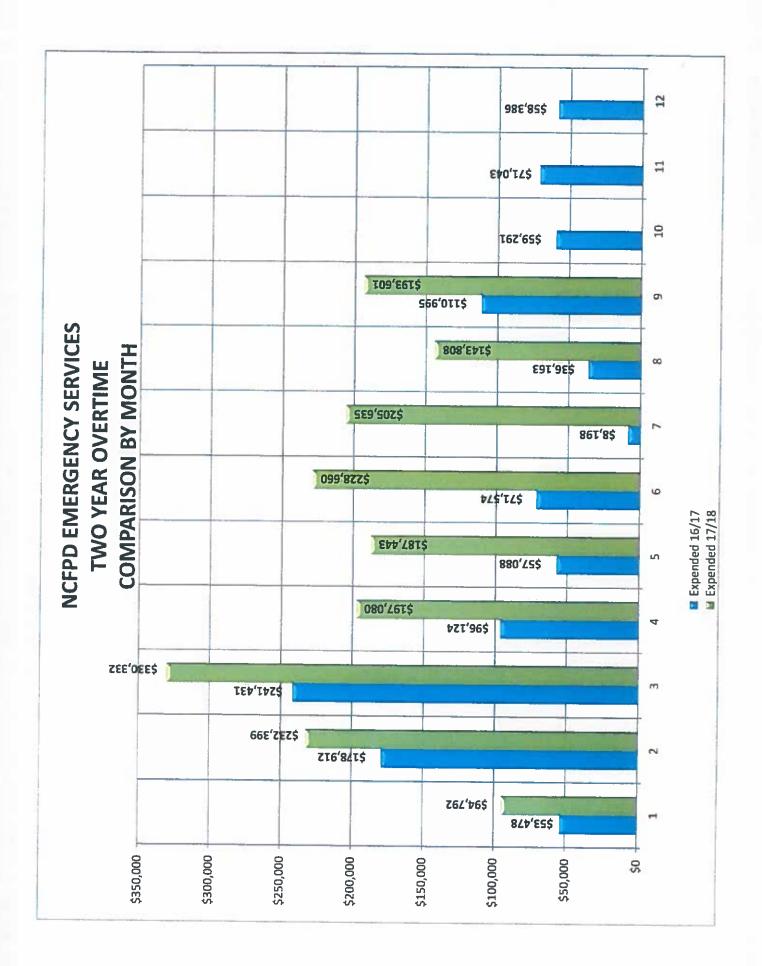
#### **SUMMARY:**

Information only, no action needed.





Page 1





#### NORTH COUNTY FIRE PROTECTION DISTRICT

OPERATIONS DIVISION

TO:

**Board of Directors** 

FROM:

Operations/EMS Division

DATE:

Tuesday, April 24th, 2018

SUBJECT:

Customer Satisfaction Survey Program, 2018 – 1st Quarter Results

#### CONSENT AGENDA

#### RECOMMENDATION:

Review the report as submitted. In looking at the overall percentage of satisfaction with our service, our customers continue to rate their level of satisfaction overwhelmingly in the "excellent" category.

#### BACKGROUND:

This report focuses on two areas, direct feedback based on surveys sent to patients transported by North County Fire and our Service/Sympathy card program. The distribution of the survey is based on the 2018 Payer Class percentages according to our ambulance billing company, Wittman Enterprises. This quarter's customer satisfaction results incorporate surveys received from Jan 1, 2018 through Mar 31, 2018. The following is a listing of the type and number of individual payer classes that are randomly mailed surveys on a monthly basis.

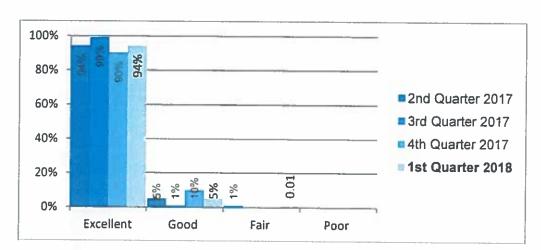
2018 Payer Class	
Private Commercial Insurance (includes Champus/Active Duty)	26
Medi Cal	10
Medicare (includes Senior HMO)	54
Cash	10
Total	100

#### **DISCUSSION:**

The survey results are reported on quarterly intervals to all safety employees. The sharing of this information with all employees provides a heightened awareness regarding our customer's experience in the field. If a system or human deficiency trend is noted, the management staff will coordinate any measures necessary to correct the problem.

The first section of the *Satisfaction Survey Form* evaluates the customer's overall satisfaction with our service by rating it from "Excellent" to "Poor." The second section of the form allows the customer to provide comments on their perception of the service they received. This quarter 300 surveys were mailed and 80 surveys were returned (27%).

Ninety four percent (94%) of the surveys returned indicated "excellent" customer satisfaction as indicated on the chart below:



2017-18 Customer Satisfaction Results

The customer comment portion of the survey has proven to be most effective by allowing us to hear the customer's opinions or concerns first hand, thus allowing us to mitigate any problems as quickly as possible. These comments are reported on *Attachment-A* of this report.

In order to maintain Continual Quality Improvement (CQI) for this program, the responses are reviewed for any unusual comments or areas of concern. When necessary, incident documents will be reviewed. If a poor rating or adverse report is noted, the EMS Chief reaches out to seek clarification and ultimately improve services. If indicated, this review may warrant further investigation or training to mitigate potential customer service issues.

#### SERVICE/SYMPATHY CARD PROGRAM:

The District continues to utilize a Service/Sympathy Card Program to promote excellence in our emergency delivery services. This particular program allows our firefighters to correspond with our customers by personally signing and mailing "Service Cards." This post-incident program has proven invaluable in maintaining a positive relationship with our community through personal contact between our firefighters and the customers they serve. The "Sympathy Cards" are utilized in the same way by corresponding concern with a deceased patient's family.

Customer Satisfaction Survey Program Tuesday, April 24, 2018 Page 3 of 3

The following data identifies the total number of Service and Sympathy cards completed by each crew during this report's time frame:

_	"A" CREW	"B" CREW	"C" CREW	TOTAL
1 <sup>st</sup> Q 2018	100	118	132	350
4 <sup>th</sup> Q 2017	157	158	179	494
3 <sup>rd</sup> Q 2017	198	203	184	585
2 <sup>nd</sup> Q 2017	195	209	237	641

The above numbers represent 28% of total cards sent by A Shift, 34% of total cards sent by B Shift and 38% of total cards sent by C Shift.

#### FISCAL ANALYSIS:

The increased use of Service Cards has contributed to increased expenditures in both printing and postage. Annually, the Program costs approximately \$2,000.00 to operate. It is our belief that enhanced public relations and the benefits these cards represent is worth the expenditure.

#### SUMMARY:

The North County Fire Protection District takes seriously the demeanor and professional conduct of its employees while providing emergency services. Our Customer Survey Program provides a tool to measure and quantify this area and if necessary, implement and/or modify the emergency delivery system to ensure its ability to meet customer expectations. This program, which is now in its fifteenth year, consistently reflects a high degree of satisfaction with the services delivered by the employees of the North County Fire Protection District, beginning from the request for service up to and including final mitigation of the incident.



North County Fire Protection District

Customer Satisfaction Survey First Quarter 2018

January-March Attachment A



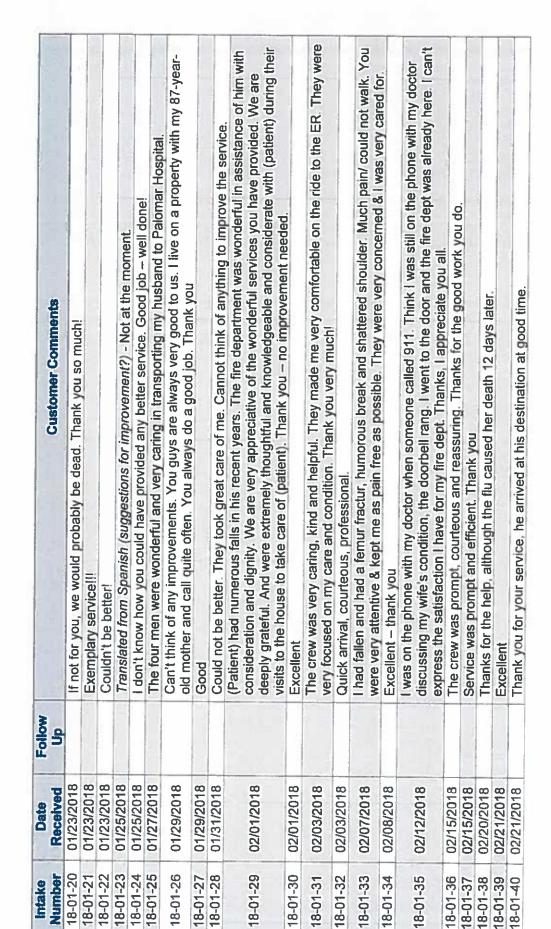
#### Keep the crew/shift together. Very professional considering the call. They showed the utmost respect to another suddenly became very ill while on the commode. My husband was unable to help me stand. He knew I needed The foremen were kind & very helpful to my husband & myself. My husband was a retired Captain from HB. He mess from the fire. The Bonsall EMTs and firemen are the best of the best. My husband died shortly after. I will professional during the whole incident. I was a stroke victim and they got me to the hospital in Temecula from rescued me from the bathroom, assessed my condition and transported me to TVH at my request. I was there for 8 days as they fought a very bad infection. The NCFPD are our heroes! They have successfully saved our neighborhood in the 2007 fires and have transported me twice over the last year. We are indebted to them for and counselled her into going to the hospital. That was good advice and she received good care. Regards to They took great care of me from the time they arrived, to the time they took me to the hospital. The care I got additional help and called 911. He also knew I was having a serious episode. The paramedics swiftly arrived, The EMTs were prompt, courteous and thorough. They transported my wife to TVH. They had an IV running No improvement needed. They all were quickly efficient and very calming - especially Rob, beautiful smile. Day of Lilac Fire - EMT's responded within 10 minutes and 100% helpful at 6:30PM in the middle of all the was very satisfied with the response by the fire department and paramedic. They were very efficient and Fallbrook within 35 minutes of being called. This lowered my risk of a second stroke significantly. I am a Thank you for your outstanding attention to my needs. You are awesome! Again, a thousand thank yous. was a cancer patient for 27 years and died 4 days after the incident. Please give them our thanks. I was very satisfied with the service. You have an excellent team. Thank you & God bless our FD The paramedic onboard was talkative and helped keep me calm during my transport be forever grateful to these guys for all of their help in the past 2 years. **Customer Comments** FF (retired) going through a very difficult time in life - thanks! from them was better than the hospital. They deserve 5 stars. supporter of any ballot measure to fund the fire department. Professional, very thorough and with courtesy your staff. Thanks for the good training. Everyone was very professional Very kind and compassionate Pleasant, caring people their excellent care. Thank you Excellent Excellent Follow S 01/02/2018 01/03/2018 01/03/2018 01/06/2018 01/09/2018 01/10/2018 01/11/2018 01/16/2018 01/16/2018 01/02/2018 01/16/2018 01/17/2018 01/18/2018 01/19/2018 01/19/2018 01/17/2018 01/18/2018 01/20/2018 01/20/2018 Received Date 18-01-01 8-01-03 18-01-04 18-01-05 18-01-06 18-01-08 18-01-09 18-01-02 18-01-10 18-01-11 18-01-19 Number 18-01-07 18-01-13 18-01-14 18-01-15 18-01-16 18-01-18 18-01-12 18-01-17 Intake





# North County Fire Protection District Customer Satisfaction Survey First Quarter 2018

faction Survey	ter 2018	-March	nent A
Customer Satisfaction Survey	First Quarter 2018	January-March	Attachment A







# North County Fire Protection District Customer Satisfaction Survey First Quarter 2018

January-March Attachment A



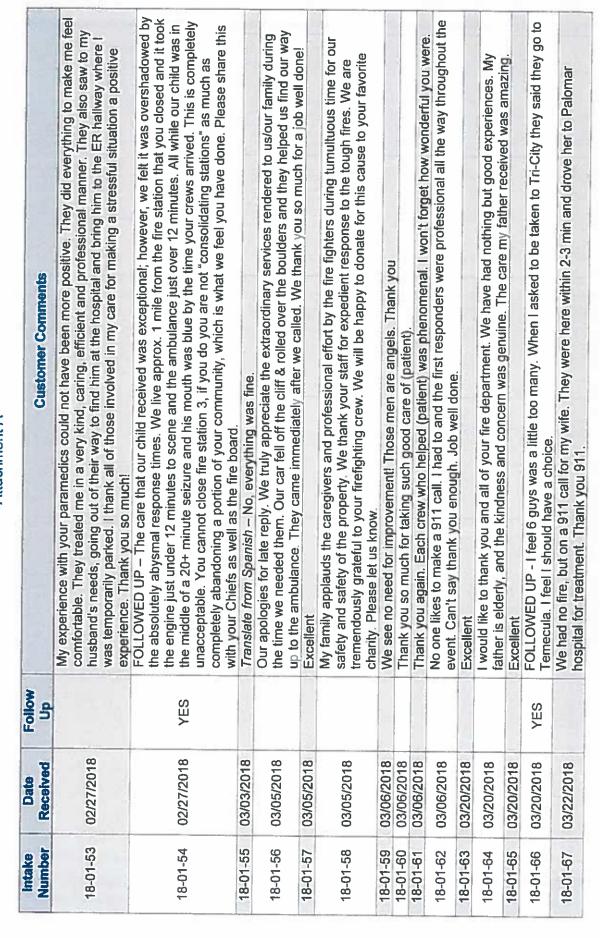
Intake	Date	Follow	
Number	Received	Up	Customer Comments
18-01-41	02/22/2018		We (I) have been in need of 911 calls on 4 separate occasions. 2 recently, only weeks apart. All responders have been courteous, calming and soft spoken. They have been informative to my family and also a reassurance to my grandsons and me! We are grateful you (they) are in our community and have for all of us. They have even cleaned up after a severe head injury. Thank you
18-01-42	02/22/2018		I called 911 because my husband needed emergency medical care. Thank you for the prompt servicet
18-01-43	02/22/2018		l felt so stupid calling an ambulance, but I am 74 and they are dropping like flies with this year's flu. I have never been so sick and I got scared!  1. The EMTs assured me that I did the right thing, which made me feel not so foolish.  2. They started helping me right away with an IV and a breathing treatment.  3. They were very helpful, very calming and very professional.  4. I cant thank them enough.  That I day in emergency turned everything around for me! I started getting better right away. Thank your
18-01-44	02/22/2018		So alad they were there
18-01-45	02/22/2018		They were so great!!!
18-01-46	02/23/2018		Attached remarks pertained to this visit as well  I contacted the NCFPD on four consecutive days for severe stomach pain. The response on each occasion was extraordinarily great. Each contact was accepted without doubt of my condition and prompt action was taken by the NCFPD. I am a senior citizen (87) and live alone and the response was mandatory for my condition. After 4 visits to the hospital, the condition was corrected. I am fully aware of people taking advantage of the emergency calls to shorten the response time and waiting time at the hospital. I recognize what your team is up against and I appreciate your excellent support by your administration. & firemen. My grandson is a licensed paramedic with the VCFD and my daughter works at Palomar in administration. 7 years ago my wife died at home in Fallbrook in my arms and the NCFPD response was just as efficient. Thanks again for the outstanding professional support.
18-01-47	02/23/2018		Fabulous response. Thank voul
18-01-48	02/23/2018		No, everything was great.
18-01-49	02/23/2018		\$100 INCLUDED w/ letter – Many, many thanks to the men who came very promptly to help my late husband up from a fall outdoors as well as in our home. He passed away in Jan. God bless all of you for your help at the time we needed it
18-01-50	02/24/2018		Everyone was wonderful! Thank you.
18-01-51	02/26/2018		Total experience was a plus as to my care. Thanks to everyone!
			FOLLOWED UP - Please tell the guys that helped out thank you for the card and the help. They were kind
18-01-52	02/27/2018	YES	and caring. They just need to listen a little more when someone else is talking about their health problems and what is going on. Thank you so much!!! Blessings!





Customer Satisfaction Survey
First Quarter 2018
January-March
Attachment A





April 24, 2018 – Regular Board Meeting





# North County Fire Protection District Customer Satisfaction Survey First Quarter 2018 January-March Attachment A

Intake	Date Received	Follow	Customer Comments
18-01-68	03/22/2018		Thank you
18-01-69	03/22/2018		Early in the morning I accidentally fell in my bedroom. I'm on blood thinners and was bleeding rather heavily from my nose and my head. My wife was unable to lift me up, so she immediately called 911. The response was less than 10 minutes. The EMTs put a neck brace on and being a bleeder, protocol called for me to be transported to Palomar. This move was done very efficiently and the EMTs were most professional and caring (God bless them!). One suggestion is that maybe a little warm blanket could be provided in the ambulance as it was early in the morning and quite cold.
18-01-70	03/22/2018		
18-01-71	03/23/2018		We're very thankful to the fire department for responding when I shattered my right shoulder from falling off a ladder. They responded quickly and were very professional in helping me into the ambulance and taking me to the hospital where I had complete shoulder replacement. I want to especially thank Chad who rode with me in the ambulance to the hospital.
18-01-72	03/24/2018		The fire dept. has always been a big help to us when we needed help. Your service is always outstanding
18-01-73	03/25/2018		They were fast, friendly and very helpful. Thank voul!
18-01-74	03/26/2018		Thank you very much for taking care of my husband all of the firemen were year professional
18-01-75	03/26/2018		The men who came here could not have been better or more helpful. We very much appreciate their work
18-01-76	03/26/2018		I thought they were wonderful. Arrived in a timely manner. Kept me as comfortable as possible on the trip to the hospital. They were all pleasant and friendly. Even though I was in a lot of pain, I sensed their concern and gentleness.
18-01-77	03/27/2018		Great lob
18-01-78	03/28/2018		Good
18-01-79	03/05/2018		DELIVERED IN APRIL post marked MARCH 5 – Excellent
18-01-80	03/05/2018		DELIVERED IN APRIL post marked MARCH 5 – Excellent



					Week of		Crew Total	otal :	Shift Total
Crew	Station	Station Captain	4-Mar	11-Mar	18-Mar	25-Mar			
∀	1	Mann	18	2			2		30
	2	Mattarollo					0		
	4	Fieri	ဖ	10			16	-	
	5	Rees	6	က			12		
В	-	Hammer	∞	3					30
	2	Ayers							
	4	Jones	1				-	+	
	2	Nelson	∞				00	+	
ပ	_	Garing	14	-			15		29
	2	DeCamp					20		
	4	Berry	6	က			12		
	5	Macmillan	2				2		
							Grand Total	otal	89

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April 24, 2018 - Regular Board Meeting

Page-66



## NORTH COUNTY FIRE PROTECTION DISTRICT

#### FIRE CHIEF/CEO

TO: BOARD OF DIRECTORS

FROM: CHIEF ABBOTT

**DATE:** APRIL 24, 2018

SUBJECT: RECOMMENDATION FOR REVISIONS TO THE BOARD RECOGNITION PROGRAM

#### **ACTION AGENDA**

#### **RECOMMENDATION:**

That the Board approve the recommendations for changes to the Board Recognition Program as presented.

#### BACKGROUND:

In July of 2009, the Board reviewed and made modification to the Program that had been in existence since March of 2007. The Program was intended to provide recognition directly to individual employees and groups of employees, permitting the Board to provide employee recognition more frequently than once per year. The Recognition Program covers all levels within in the organization, including Volunteers.

The Program allows the Board Members to review all non-confidential forms of acknowledgement received by the District. This includes correspondence from public, supervisors and coworkers, as well as notices of outstanding performance employees may receive. In September of 2017, the Board Members modified the program as follows:

- 1. Continue with the monthly input to the Board, the quarterly awards and acknowledgments as the Program is currently constituted.
- 2. Increase number of award per quarter to up to four (4). Board Members, may from time-to-time, award more than four awards in a quarter, but the amount is not to exceed sixteen (16) awards in any calendar year.
- 3. Permit the award of "Team" awards for teams or crews who have been acknowledged together to be increased from \$75 per award to \$100. When a "Team" award is made, the monetary portion of the award will be provided to the ranking officer (e.g. Captain), who will determine with the Team input, how to utilize the award on behalf of the Team/Crew.
- 4. The amount awarded to individuals who are selected will continue to be \$50.

# RECOMMENDATION FOR REVISIONS TO THE BOARD RECOGNITION PROGRAM April 24, 2018 Page 2 of 2

#### **DISCUSSION:**

Since 2009, the Board has varied the number of awards given in any quarter, sometimes varying from the targeted four awards per quarter depending on the size of the teams, but generally keeping within the Program guidelines of 12-16 awards per year.

At a recent Board meeting, Counsel noted the award of gift cards may not be in line with public policy and the Board has placed a moratorium on the Program. In keeping with the spirit of the Board's desire for providing employee recognition, Staff is recommending the following changes:

- 1. Continue with the monthly input to the Board, the quarterly awards and acknowledgments as the Program is currently constituted.
- 2. These may be acknowledgement for either "Team" awards for teams or crews who have been acknowledged together or "Individual" awards for single individuals who's performance is extraordinary. There would be no set limit on the number of acknowledged individuals per quarter.
- 3. The selected individuals will be invited to the Board and given certificates of recognition. The same will be placed in their Personnel Files. They will also be recognized by the Chief in his quarterly "Chief's Report."
- 4. No further monetary awards will be provided.

#### FISCAL ANALYSIS:

Under the current Program, the Program had the potential to impact the District between \$800-1600 per year. With the proposed changes, the fiscal impact to the District would be decreased to only costs for office supplies for the recipients, depending upon the number recognized per year, but likely to be less than \$300-400 per year. This amount should be covered under the currently budgeted amounts for Employee Recognition.

#### SUMMARY:

Staff recommends the abovementioned changes to the Recognition Program to provide acknowledgment of the outstanding efforts by the recognized individuals and teams.



## NORTH COUNTY FIRE PROTECTION DISTRICT

FIRE CHIEF/CEO

TO:

**BOARD OF DIRECTORS** 

FROM:

STEPHEN ABBOTT, FIRE CHIEF/CEO

DATE:

APRIL 24, 2018

SUBJECT: SAN DIEGO LAFCO 2018 REDEVELOPMENT OVERSIGHT BOARD ELECTION

#### **ACTION AGENDA**

#### **RECOMMENDATION:**

That the Board of Directors authorize the President to cast a ballot in the 2018 San Diego LAFCO Redevelopment Oversight Board Election as described in the attached communication from LAFCO.

#### BACKGROUND:

The Board of Directors has the opportunity cast a ballot in the San Diego Local Agency Formation Commission (LAFCO) elections. LAFCO formed a Nomination Committee, which has reviewed the nomination materials and developed a recommendation. The time has now come to vote with submissions are due by April 30, 2018.

#### **DISCUSSION:**

There are five individuals running for one regular and one alternate member of the Redevelopment Oversight Board. There are individuals running are outlined in the attached materials. The Nominating Committee has recommended that Edmund Sprague from Olivenhain MWD as the Regular Member and Hal Martin from the Vallecitos Water District as the Alternate Member.

Full nomination materials are available in the attached LAFCO package.

FISCAL ANALYSIS: No fiscal impact.

#### SUMMARY:

The Board should determine which nominees it wishes to support and authorize the President to cast ballots for the 2018 LAFCO Redevelopment Oversight Board election.



#### San Diego Local Agency Formation Commission

www.sdlafco.org

#### Chair

Jo MacKenzie, Director Vista Irrigation District

BALLOT FORM

Vice Chair

March 19, 2018

Ed Sprague, Director Olivenhain Municipal Water TO:

Independent Special Districts of San Diego County

Members

Catherine Blakespear, Mayor City of Encinitas

FROM:

Tamaron R. Luckett, Executive Assistant 99.

San Diego Local Agency Formation Commission

Bill Horn, Supervisor County of San Diego SUBJECT:

San Diego County Consolidated Redevelopment Oversight

Board Call for Ballots - Certified Mail

Dianne Jacob, Supervisor County of San Diego

Andrew Vanderlaan Public Member

Bill Wells, Mayor City of El Cajon

Lorie Zapf, Councilmember City of San Diego

#### Alternate Members

Lorie Bragg, Councilmember City of Imperial Beach

Chris Cate, Councilmember City of San Diego

Greg Cox, Supervisor County of San Diego

Judy Hanson, Director Leucadia Wastewater District

Harry Mathis Public Member

#### **Executive Officer**

Keene Simonds

#### Counsel

Michael G. Colantuono

This notice serves as a call for ballots pursuant to California Government Code 56332(f) with respect to electing two special district representatives - one regular and one alternate - among eligible nominees to serve on the San Diego County Consolidated Redevelopment Oversight Board. All independent special districts in San Diego County are eligible to cast one vote through their presiding officers or their alternates as designed by the governing bodies.

The Special Districts Advisory Committee has formed a Nominating Committee to review all five nominees' qualifications and to make recommendation therein. LAFCO will separately transmit recommendations of the Nominating Committee to all independent special districts by Tuesday, April 3, 2018.

Ballots must be returned to San Diego LAFCO no later than Monday, April 30, 2018. Should LAFCO receive a quorum of 30 ballots by the Monday, April 30th deadline the nominee with the most votes will be appointed as the regular representative on the Consolidated Redevelopment Oversight Board. The nominee with the second most votes will be the alternate. (Attachment A)

Should LAFCO not receive a quorum of 30 ballots by the Monday, April 30th deadline an automatic 60 day extension is triggered under State law to Friday, June 29, 2018. Should a quorum of 30 still not be achieved by this extended deadline the Governor is authorized under State law to make the appointment starting July 1st.

Independent Special District of San Diego County
San Diego County Consolidated Redevelopment Oversight Board | Ballot forms
March 19, 2018

State law specifies only the presiding officer or their alternates as designated by the governing board must take action on the ballot. Accordingly, if time constraints prevent the item getting placed on an agenda for full board discussion and action, the presiding officer or alternate should complete and return the ballot to LAFCO in order to make the election deadline. A ballot received without a signature will not be counted. The ballot can be emailed to <a href="mailto:Tamaron.luckett@sdcounty.ca.gov">Tamaron.luckett@sdcounty.ca.gov</a>.

Should you have any questions, please contact me at (858) 614-7755. Thank you.

Attachment:

**Ballot Form** 

www.sdlafco.org

#### Chairwoman

Jo MacKenzie, Director Vista Irrigation District

March 26, 2018

#### Vice Chairman

Ed Sprague, Director Olivenhain Municipal Water District

TO:

Independent Special Districts in San Diego County

Special districts appointments to the San Diego County Consolidated

Redevelopment Oversight Board (RDA) nominations were previously solicited for: one regular and one alternate with terms expiring in July 2022, LAFCO

received five nominations for the RDA Board. The nominees received are as

FROM:

Tamaron Luckett, Executive Assistant

Special District Advisory Committee, Nominating Committee

Members

Catherine Blakespear, Mayor City of Encinitas

SUBJECT:

follows:

Nominating Committee Report and Recommendations | San

Diego County Consolidated Redevelopment Oversight Board

**Appointments** 

Bill Horn, Supervisor County of San Diego

Dianne Jacob, Supervisor County of San Diego

Bill Wells, Mayor City of El Cajon

Andrew Vanderlaan Public Member

Lorie Zapf, Councilmember City of San Diego Hal Martin - Vallectios Water District

Julie Nygaard – Tri-City Healthcare District

Bill Pommering – Padre Dam Municipal Water District

Patrick Sanchez – Vista Irrigation District

Edmund K. Sprague – Olivenhain Municipal Water District

#### Alternate Members

Lorie Bragg, Mayor Pro Tem City of Imperial Beach

Chris Cate, Councilmember City of San Diego

Greg Cox, Supervisor County of San Diego

Judy Hanson, Director Leucadia Wastewater District

Harry Mathis Public Member

#### **Executive Officer**

Keene Simonds

#### Counsel

Michael G. Colantuono

As required by the Selection Committee Rules, a Nominating Committee was appointed to review the nominations and prepare a list of recommended candidates. The Nominating Committee met on March 26, 2018; William Haynor (Whispering Palms Community Services District), Erin Lump (Rincon del Diablo Municipal Water District), and Mark Robak (Otay Water District). In evaluating the nominations, the Committee considered special district experience, interest, and knowledge of logical issues as part of the RDA Board. The Nominating Committee's recommendation for each category follows:

- The Nominating Committee recommended Edmund K. Sprague (Olivenhain Municipal Water District) as the regular member.
- The Nominating Committee recommended Hal Martin (Vallectios Water District) as the alternate member.

Should you have any questions, please contact me at (858) 614-7755.

June of he Kett

Tamaron Luckett
Executive Assistant

# 2018 SPECIAL DISTRICTS REGULAR AND ALTERNATE MEMBER ELECTION BALLOT and VOTE CERTIFICATION FOR THE REDEVELOPMENT OVERSIGHT BOARD

#### **VOTE FOR ONLY ONE NOMINEE**

Ha	l Marti	n (Vallectios Water District)	]	]			
Julie Nygaard (Tri-City Healthcare District)							
Bill	Pomm	nering (Padre Dam Municipal Water District)	[	]			
Patrick Sanchez (Vista Irrigation District)							
Edr	nund k	K. Sprague (Olivenhain Municipal Water District)	[	]			
l he	ereby co	ertify that I cast the votes of the(Name of District)					
for	the Co	nsolidated Redevelopment Oversight Board Election as:					
]	]	the presiding officer, or					
]	]	the duly-appointed alternate board member.					
(Sign	nature)						
(Prin	nt nam	e)					
(Titl	e)						
(Dat	·o)						

Return Ballot and Vote Certification Form to:
San Diego LAFCO
Tamaron Luckett
9335 Hazard Way, Suite 200
San Diego, CA 92123
(858) 614-7755 (office) · (858) 614-7766 (FAX)
Email: tamaron.luckett@sdcounty.ca.gov

**Board of Directors** 

Lawrence A. Watt, President Christy Guerin, Vice President Edmund K. Sprague, Treasurer Gerald E. Varty, Secretary Robert F. Topolovac, Director



General Manager Kimberly A. Thorner, Esq. General Counsel Alfred Smith, Esq.

March 9, 2018

To: Board Members and General Managers of Independent Special Districts in San Diego County

RE: Vote for Ed Sprague for the Consolidated Redevelopment Oversight Board

Dear North County Fire Protection District,

At its February 7, 2018 regular meeting, Olivenhain Municipal Water District's board unanimously nominated Mr. Edmund (Ed) K. Sprague for the Consolidated Redevelopment Oversight Board (Redevelopment Oversight Board) Special District Representative.

As a lifetime resident of northern San Diego County, Mr. Sprague has dedicated his entire career to advocating the needs of the public as well as serving his local community. He earned a bachelors and a masters degree in public administration from San Diego State University. Mr. Sprague has over 30 years of public service starting as a cadet firefighter for the City of Escondido in 1986. He ascended through the fire service ranks all the way up to Fire Battalion Chief for the Carlsbad Fire Department. He then transitioned into the role of Deputy Fire Chief for the North County Fire Protection District where he retired in 2015. After his dedicated career as a firefighter, Mr. Sprague has been able to focus on his passion of teaching and leading others as a Fire Technology Assistant Professor at Palomar College.

Mr. Sprague's support and commitment to special districts is perhaps most evident from the ten years that he has been actively involved with Olivenhain Municipal Water District (OMWD). He served as president of the Board and currently holds the position of Treasurer.

In 2010, Mr. Sprague earned the Recognition in Special District Governance certification from the Special District Leadership Foundation and served on the Board of Directors of the Special District Risk Management Authority in 2011. In addition, he also served on the California Special District Association's Education Committee.

His tenure with OMWD has provided Mr. Sprague with a great deal of experience governing water, wastewater, and parks and recreation services to over 80,000 customers. He is currently serving as the Vice Chair of San Diego Local Agency Formation Commission and would bring a unique perspective to the Redevelopment Oversight Board.

OMWD believes that it is vitally important for special districts to be represented on the Redevelopment Oversight Board, as it will complete all remaining redevelopment projects and restore incremental property tax revenue, which is more than \$130 billion in San Diego County. Mr. Sprague's experience and dedication will ensure that the important voice of special districts is advocated for and well represented on the Redevelopment Oversight Board. We encourage you to vote for Ed Sprague to the Redevelopment Oversight Board.

Sincerely,

Lawrence A. Watt Board President

Olivenhain Municipal Water District

Kimberly A. Thorner

General Manager

Olivenhain Municipal Water District



1966 Olivenhain Road • Encinitas, CA 92024 • Phone 760-753-6466 • www.olivenhain.com

Pure Excellence

x Horne



## NORTH COUNTY FIRE PROTECTION DISTRICT

FIRE CHIEF/CEO

TO:

**BOARD OF DIRECTORS** 

FROM:

DEPUTY CHIEF MAROVICH AND CHIEF ABBOTT

DATE:

APRIL 24, 2018

SUBJECT: LONG RANGE FINANCIAL PLAN

#### ACTION AGENDA

#### RECOMMENDATION:

Approve contract for services with Raftelis for development of a Long Range Financial Plan.

#### BACKGROUND:

Over the last two years there has been substantial effort to gain a truly comprehensive and accurate understanding of the District's overall financial position. Those efforts have included obtaining a new auditing firm with up-to-date audits, a professional service agreement with an accounting firm to provide fiscal oversight, transition to modern finance software, evaluation of alternative pension obligation pay down scenarios, development of a Capital Equipment Replacement Plan and a Facilities Reserve Study. Collectively these components can be used as the basis for developing a Long Range Financial Plan. The goal of having such a Plan is to:

- Ensure sufficient cash flows for daily and yearly operations and capital replacement, and
- Provide adequate cash flows to maintain, or to quickly resume, normal service levels after exposure to unexpected risks or failure, and
- · Maintain or achieve suitable credit ratings, and
- Integrate into a future strategic plan.

In various regular and special meetings over the last several months, the notion of exploring a long range financial plan has been discussed. After consultation with the City of San Luis Obispo, which is in the process of finalizing a fiscal health response plan, the District developed a Scope of Work (SOW) to suit the District's needs. From this SOW District solicited proposals for development of such a plan.

#### DISCUSSION:

Of the quotes received, the lowest responsive, responsible proposal was from Raftelis, in the amount of \$10,008. The deliverables are comprehensive and include:

#### Long Range Financial Plan April 24, 2018 Page 2 of 2

- A forecast of revenue requirements over a 20-year planning horizon, based on historical results, the current budget, capital improvement plans (CIP), existing debt service and other obligations.
- Development of a 20-year cash flow analysis to determine revenue adjustments needed to meet projected revenue requirements for the planning period.
- Determination of any coverage necessary to meet current and proposed debt service requirements.
- Determining the appropriate types of reserves and general criteria to utilize for establishing the funding level of each reserve. In addition, current funds will be evaluated to determine if individual funds require re-balancing, elimination or amendment to achieve the goals for which each is designed.

After the Financial Plan has been developed, Raftelis will meet in-person with District Staff to conduct a Financial Plan workshop. During the Workshop, we will discuss both the short and long term financial plans and examine various scenarios. The workshop will provide Raftelis and the District Staff the opportunity to discuss recommendations, underlying assumptions, policies and make any final adjustments to the Financial Plan.

Note that any additional revenue needs and how that revenue would be generated is separate from this scope.

#### FISCAL IMPACT:

The total cost for development of this Long Range Financial Plan is \$10,008. As this is an unbudgeted expense it would be necessary to draw from the Contingency Fund, which is currently unexpended with \$190,000 remaining.

#### SUMMARY:

Developing a Long Range Financial Plan will place the District in a strong position to proactively, accurately and confidently address future financial challenges in a manner that maintains existing levels of quality service.



March 27, 2018

Steven Marovich, ECO, EFO
Deputy Fire Chief – Administration
North County Fire Protection District
330 S. Main Ave.
Fallbrook, CA 92028

Subject: Scope of Service for Financial Plan Study

Dear Mr. Marovich:

Raftelis Financial Consultants, Inc. (Raftelis) is pleased to submit this proposal to conduct a Financial Plan Study on behalf of North County Fire Protection District (District). The following sections outline the tasks that Raftelis believes will be involved in completing a study that accomplishes the District's goals and objectives. Specifically, Raftelis will perform the following tasks:

- Conduct a financial planning framework session
- Develop a 20-Year financial plan model
- Lead a workshop with District personnel to discuss financial plan scenarios and options and finalize the Financial Plan Model
- Draft Memorandum documenting the results of the Study

The proposed scope and fees are presented below.

### Scope of Work

#### Task 1 – Project Management, Kickoff Webinar, and Data Collection

#### Task 1.1 - Ongoing Project Management and Quality Assurance

Our project management approach stresses communication, teamwork, objectivity, and accountability to meet project objectives. Task 1.1 includes general administrative duties including client correspondence, billing, project documentation, and administration of the study control plan. We believe in a no-surprises approach and communicate regularly with clients through face-to-face meetings, web conferences, and telephone conferences so that the District is aware of the project status at all times.

Raftelis' quality assurance / quality control (QA/QC) process fosters high quality and accurate work. The QA/QC process includes reviews by the Project Manager. The reviewer's primary responsibility is to examine work products for consistency and validity and ensure that the financial plan is based on solid principles and standard industry practice. The Project Manager also examines the memorandum, not only to ensure that it is a high quality and comprehensive document that is consistent with Study results, but also to make certain that it clearly conveys the rationale and derivation of any adjustments and any other recommendations.

#### Task 1.2 - Project Initiation and Data Collection

We believe that the execution of a productive kick-off meeting is the most effective way to begin a Study of this nature. Raftelis uses the kick-off meeting to perform our due diligence to ensure that project stakeholders agree to the goals, approach, work plan, schedule, and study priorities. In

24640 Jefferson Avenue, Suite 207 Murrieta, CA 92562

951 698 0985 www.raftelis.com

addition, we will discuss any pertinent background information as well as gain a general familiarity with the District. As part of the meeting, Raftelis will:

- Discern the major drivers for the study
- Discuss the District's current sources of revenue and potential shortfalls
- Work with District staff to identify and prioritize objectives
- Discuss reserves and reserve policies
- Review the data request list and pinpoint data gaps or questions

A detailed data request list will be submitted prior to the kick-off meeting so that the District can begin assembling the appropriate data in the required format. The Project Team will study this data diligently to understand the District's revenue streams and tax base, operating needs including CalPers, and capital equipment and facilities replacement needs. Raftelis will also review the District's current reserve structure and reserve targets and then propose reserve recommendations that are consistent with industry standards as well as the District's risk management tolerance.

Meetings: One (1) kick-off webinar with District staff

Deliverables: Data Request list, Kick-off webinar materials, and Minutes

#### Task 2 - Financial Plan Development

Subsequent to discussion of project objectives and review of policies and financial information, Raftelis will develop projections for the District's revenue needs.

#### Task 2.1 – Financial Plan Development

This task includes projection of budget items, such as annual costs related to operating and maintenance (O&M) expenses, debt service, capital expenditures, and reserve contributions using assumptions based on different economic factors and growth trends.

Raftelis will develop a forecast of revenue requirements over the planning horizon. This will include an estimate of revenues based on property tax, current fees and projected levels of usage, tower lease agreements, and other revenues. Revenue requirements will be projected over the planning period based on historical results, the current budget, capital improvement plans (CIP), existing debt service, and other obligations using assumptions mentioned above. Debt will also be considered as an option for capital financing. Projecting revenue adjustments over a long planning horizon can illustrate future impacts and potential challenges to the District's financial position; however, any additional revenue needs and how that revenue would be generated is separate from this scope. This will allow the District to make adjustments to expenses, reserve balances, or capital project scheduling to smooth impacts (to the extent possible) and to maintain financial stability.

Raftelis will develop a 20-year cash flow analysis to determine revenue adjustments needed to meet projected revenue requirements for the planning period. The cash flow worksheet incorporates revenues generated from different sources, expenses needed to maintain operations, facilities, and equipment, and any transfers in and out of the reserve funds. In addition, the study will factor in any coverage necessary to meet current and proposed debt service requirements.

The financial plan will be presented in an easy-to-understand format on an interactive 'Dashboard' which shows the impacts of various assumptions so that decisions regarding revenue adjustments, capital financing through pay-as-you-go (PAYGO), debt, and reserve balances can all be viewed quickly and efficiently. Several features of the Model Dashboard include the ability to display:

- Revenue adjustments required for the next five (or more) years in order to meet debt coverage and target reserve balance(s)
- 2. Projected operating costs and revenue streams
- 3. Reserve balances and desired target levels according to the District's policies
- 4. Different funding sources of CIP (PAYGO, debt, loan, or grant)

#### Task 2.2 – Financial Reserve Policy

In addition to discussion within the Kickoff meeting, Raftelis will conduct web meetings with Staff to discuss concerns and critical challenges facing the District, which will serve as guidance for determining the appropriate types of reserves and general criteria to utilize for establishing the funding level of each reserve. In addition, current funds will be evaluated to determine if individual funds require re-balancing, elimination, or amendment to achieve the goals for which each is designed. Reserves to discuss include, but are not limited to, the following:

- Operation Reserve
- Capital Equipment Reserve (vehicle, equipment, etc.)
- Facilities Replacement Reserve
- Liabilities Reserve (CalPers)
- Specific Activities, Programs, and Special Projects Reserves
- Emergency Reserve

As part of this Study, we will discuss critical challenges that the District faces in today's environment. Questions to consider include:

- What are the current financial concerns to be addressed?
- What potential Federal, state, or local regulations will impact the District?
- What are potential risks the District may face?
- What are the top risk factors to be evaluated in the Study? For example, loss of property taxes
  due to recession, uncertain liability (CalPERS), asset failures, etc.
- How do these risk factors financially impact the agency?

Raftelis will conduct a thorough review of information to gain an understanding of the current financial challenges and potential risks faced by the District. Ultimately, Raftelis will review the District's current reserve policies and develop recommendations for reserve levels that are consistent with industry standards, as well as the District's risk management practices, and maintain or enhance financial solvency. The goals of the recommendations will be:

To ensure sufficient cash flows for daily and yearly operations and capital replacement;

- To provide adequate cash flows to maintain, or to quickly resume, normal service levels after exposure to unexpected risks or failure
- To maintain or achieve specific credit ratings

As part of Task 2, Raftelis will conduct conference calls and web-meetings with District staff to present the recommended financial plan from the model development as well as fiscal reserve policy (reserves/target levels) for the District.

Meeting(s): Up to two (2) web meetings with District staff to determine model inputs, assumptions, reserves policies, and preliminary results.

Deliverable(s): Draft Financial Plan Model in Microsoft Excel 2016®

#### Task 3 – Financial Plan Workshop

After the financial plan has been developed, Raftelis will meet in-person with District staff to conduct a Financial Plan Workshop. During the Workshop, we will discuss both the short and long term financial plans and examine various scenarios. The Workshop will provide Raftelis and the District staff the opportunity to discuss recommendations, underlying assumptions, policies, and make any final adjustments to the Financial Plan.

Meeting(s): One (1) in-person meeting with District staff to finalize Financial Plan Model Deliverable(s): Final Financial Plan Model in Microsoft Excel 2016®

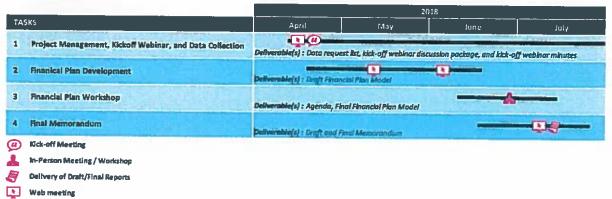
#### Task 4 - Draft Memorandum

Raftelis will draft a memorandum documenting the results of the study. The memorandum will include key assumptions, discuss the District's financial needs, and document the final decisions and reserve recommendations.

**Meeting(s):** One (1) web meeting with District Staff **Deliverable(s):** Draft and Final Memorandum

#### Schedule

Raftelis anticipates completing the scope of services within three (3) months of receiving both the notice-to-proceed and all necessary data. A preliminary schedule is shown below but may be revised during the project kickoff webinar.



#### **Fees**

Raftelis proposes to complete the scope of work on a time-and-materials basis as shown below. The following table provides a breakdown of the estimated level of effort required for completing each task described and the hourly billing rates for the personnel scheduled to complete the project. Expenses include costs associated with travel and a \$10 per hour technology charge to cover computers, networks, telephones, postage, etc.

#### North County Fire Protection District 20-Year Financial Plan Study

**Proposed Hours & Fees** 

Task	Task Descriptions	Web	No of Meetings		Total Fees &			
ILISIK	Task Descriptions	Meetings		PM	sc	Admin	Total	Expenses
	HOURLY RATES	NO STATE OF THE PARTY OF THE PA		\$205	\$150	\$75		
1	Project Management, Kickoff Webinar, and Data Collection	1	-	2	4	3	9	\$1,325
2	Finanical Plan Development	2		8	20	E.,	28	\$4,920
3	Financial Plan Workshop		1	4	4		8	\$1,623
4	Final Memorandum	1		4	8		12	\$2,140
TOTA	L ESTIMATED MEETINGS / HOURS	4	1	18	36	3	57	
	PROFESSIONAL FEES			\$3,690	\$5,400	\$225	\$9,315	
	roject Manager, Andrea Boehling off Consultants			\$9,315				
Admin - Administrative Staff			i i	Total Expenses				\$693
				TOTAL FEES & EXPENSES				\$10,008

Raftelis is excited to have the opportunity to assist the District with this important study. If you have any questions, please do not hesitate to contact Habib Isaac at (951.387.4352).

Sincerely,

RAFTELIS FINANCIAL CONSULTANTS, INC.

Habib Isaac

Senior Project Manager

Hald Some

## 1

## NORTH COUNTY FIRE PROTECTION DISTRICT

#### SPECIAL SERVICES AGREEMENT FOR LESS THAN \$30,000

This Special Services Agreement ("AGREEMENT") is hereby entered into between the **North County Fire Protection District** ("DISTRICT"), organized and operating under California Health and Safety Code Sections 13800 et seq. and, **RAFTELIS FINANCIAL CONSULTANTS** ("SERVICE PROVIDER"), a financial consultant, as follows:

Service Provider:	RAFTELIS FINANCIAL CONSULTANTS
Address:	24640 Jefferson Avenue, Suite 207
City:	Murrieta
State:	CA
Zîp:	92562
Phone:	951-698-0985
Email:	www.raftelis.com
Contractor's License #:	Click here to enter text.
TIN:	Click here to enter text.

#### RECITALS

WHEREAS, the District is authorized by Section 13861 of the California Health and Safety Code and Section 20812 of the California Public Contract Code to contract with and employ persons specially trained, experienced, expert and competent to perform special services in the fields of accounting, administration, ambulance, architecture, custodial, economics, engineering, finance, insurance, labor relations, law, maintenance, mechanics, medicine, planning, science, technology and other services which are incidental to the operation of the District;

WHEREAS, the DISTRICT is in need of long range financial planning consulting services;

WHEREAS, SERVICE PROVIDER is specially trained, experienced, expert and competent to perform the special services required by the DISTRICT and such special services are needed on a limited basis; and,

WHEREAS, the expenditure required for the Special Services to be provided by SERVICE PROVIDER is less than Thirty Thousand Dollars (\$30,000).

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein and for other good and valuable consideration, the parties agree as follows:

1. <u>SERVICES TO BE PROVIDED BY SERVICE PROVIDER</u>: SERVICE PROVIDER shall competently perform the services described in the Scope of Special Services attached to this AGREEMENT as "Exhibit A" and incorporated herein by this reference ("Special Services"). SERVICE PROVIDER shall provide all labor, equipment, machinery, materials, transportation, bailment and other incidentals necessary to perform the Special Services.

- 2. TERM: SERVICE PROVIDER shall provide the Special Services for a period of approximately three (3) commencing on **April 25, 2018**.
- 3. <u>COMPENSATION</u>: For satisfactory performance of the Special Services for the term of this AGREEMENT, DISTRICT shall compensate SERVICE PROVIDER in the total amount of Ten Thousand and Eight Dollars (\$ 10,008.00), as a fixed fee.
- 4. Upon submission of invoice payment applications per each task (as outlined in Exhibit A), the DISTRICT shall make payments consistent with the DISTRICT'S payment schedule to SERVICE PROVIDER in the submitted amount, not to exceed such fixed fee for each task, as outlined in Exhibit A.
- 5. <u>EXPENSES</u>: DISTRICT shall not be liable to SERVICE PROVIDER for any costs or expenses paid or incurred in performing the Special Services, except as are authorized in advance by DISTRICT in writing.
- 6. INDEPENDENT CONSULTANT: SERVICE PROVIDER, in the performance of this AGREEMENT is an independent contractor. SERVICE PROVIDER understands and agrees that neither SERVICE PROVIDER nor any of its personnel are in the employment of DISTRICT, whether as an officer or employee of DISTRICT and are not entitled to benefits of any kind or nature normally provided officers or employees of DISTRICT or to which DISTRICT'S officers or employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation or PERS. SERVICE PROVIDER possesses the means and methods necessary to assume the full responsibility for the performance of the Special Services and their acts and/or omissions as they relate to such Special Services.
- 7. TAXES: DISTRICT will report as income the SERVICE PROVIDER'S compensation received from DISTRICT as required by Federal regulations and to make all required tax filings with the appropriate federal, state or local tax authority. No part of SERVICE PROVIDER'S compensation shall be subject to withholding by DISTRICT for the payment of social security, unemployment or disability insurance or any other similar state or federal tax obligation.
- 8. <u>SERVICE PROVIDER'S PERFORMANCE</u>: SERVICE PROVIDER shall perform and warrants that it has the training, experience and capability to perform, the Special Services in a competent, workmanlike and timely manner consistent with the customary practices of other like firms performing similar services in the relevant area.
- 9. AUDIT AND INSPECTION OF RECORDS: At any time during the normal business hours and as often as DISTRICT may deem necessary, SERVICE PROVIDER shall make available to DISTRICT for examination at DISTRICT'S place of business, all data, records, reports and all other materials respecting matters covered by this AGREEMENT and SERVICE PROVIDER will permit DISTRICT to audit and to make audits of all invoices, materials, payrolls, records of personnel and other data related to all matters covered by this AGREEMENT.
- TERMINATION: Upon five (5) days prior written notice, DISTRICT may, at any time, with or without cause, terminate this AGREEMENT and compensate SERVICE

PROVIDER for such Special Services satisfactorily rendered to the date of termination and for which compensation has not been made. Upon receipt of such written notice from DISTRICT, SERVICE PROVIDER shall stop further performance of the Special Services. Such written Notice shall be deemed given when personally delivered to SERVICE PROVIDER two days after depositing the same in the United States mail, certified return receipt requested and properly addressed to SERVICE PROVIDER at the address set forth below.

11. Hold Harmless: SERVICE PROVIDER agrees to and defend, indemnify and hold harmless DISTRICT and its officers, agents and employees (collectively the "District Indemnitees") from every loss, liability, claim, demand, judgement, cost or expense, of any nature whatsoever, incurred or suffered by the District Indemnitees, or any of them, by reason of any personal injury (including injury, disease, or death) or property damage (including loss, damage, or loss of use of such property) arising out of or in connection with the negligent acts or omissions, recklessness, or willful misconduct of SERVICE PROVIDER, or anyone for whom it may be liable, in the performance of this AGREEMENT, except to the extent the same is caused by the negligent acts or omissions, recklessness, or willful misconduct of any District Indemnitee.

In any and all claims against District Indemnitees, or any of them, by any employee of SERVICE PROVIDER, any Subcontractor or any person directly or indirectly employed by SERVICE PROVIDER, SERVICE PROVIDER'S indemnity agreements as set forth in this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for SERVICE PROVIDER, any Subcontractor, or other persons under workers' compensation acts, disability benefit acts, or other employee acts.

12. Prior to commencing any performance of the Special Services INSURANCE: under this AGREEMENT, SERVICE PROVIDER shall procure and maintain, at its sole cost and expense and at all times during the performance of the Special Services, policies of insurance providing coverage in the amounts and types set forth below, insuring against injuries to persons and/or damages to property which may arise out of or in connection with SERVICE PROVIDER'S negligent performance of the Special Services. Included in the Commercial General Liability insurance shall be contractual coverage sufficiently broad to provide insurance coverage of the matters set forth in Section 10, above. SERVICE PROVIDER shall not commence conducting the Special Services until it has provided DISTRICT with satisfactory evidence that such policies have been procured and are in effect. The policies of insurance shall be obtained from an insurer authorized to do business in the State of California. Proof of renewal shall be provided to DISTRICT before any such policy of insurance expires during the term of the AGREEMENT. SERVICE PROVIDER'S insurance policies shall be primary to any insurance or other coverage available to DISTRICT, which shall be deemed excess to SERVICE PROVIDER'S policies of insurance and non-contributing. All deductible amounts under SERVICE PROVIDER'S policies of insurance are payable by SERVICE PROVIDER and shall be in amounts not exceeding the amount specified in the liability certificate form. Each insurance policy required hereunder shall provide that coverage shall not be suspended, voided, reduced (other than by endorsement), or cancelled except on thirty (30) days written notice by certified mail, return receipt requested, to DISTRICT (except 10 days' notice if

cancellation is due to non-payment of premium). The Comprehensive General Liability and Automobile policies of insurance (or by endorsement) shall name DISTRICT Indemnitees as additional insureds. The policies of insurance shall not preclude SERVICE PROVIDER from waiving the right of subrogation prior to a loss and SERVICE PROVIDER hereby waives all rights of subrogation against DISTRICT. Included in the liability insurance shall be a "Cross Liability" or "Severability of Interest" clause. To the extent SERVICE PROVIDER cannot procure occurrence policies of insurance, it shall procure insurance covering claims made as a result of the performance of this AGREEMENT with a reporting period of not less than three years following the completion of the Special Services. SERVICE PROVIDER'S contracts with Subcontractors shall each contain provisions making such Subcontractor subject to the same insurance requirements as required of SERVICE PROVIDER under this Section, unless other requirements are approved by DISTRICT in writing.

- 12.1. The types of insurance SERVICE PROVIDER shall obtain and maintain are:
  - 12.1.1. COMMERCIAL GENERAL LIABILITY INSURANCE: Upon execution of the AGREEMENT, SERVICE PROVIDER shall provide a certificate(s) of insurance showing that SERVICE PROVIDER has Commercial General Liability Insurance coverage in limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Included in such insurance shall be contractual coverage sufficiently broad to insure the matters set forth in Section 10 of this AGREEMENT. The Commercial General Liability Insurance coverage shall include each of the following types of insurance:

#### 12.1.1.1. GENERAL LIABILITY:

- 12.1.1.1. Comprehensive Form.
- 12.1.1.1.2. Premises-Operations.
- 12.1.1.3. Products/Completed Operations Hazard.
- 12.1.1.1.4. Contractual Insurance.
- 12.1.1.1.5. Broad Form Property Damage Including Completed Operations.
- 12.1.1.1.6. Independent Contractors.
- 12.1.1.7. Personal Injury.

#### 12.1.1.2. AUTOMOBILE LIABILITY:

- 12.1.1.2.1. Comprehensive Form Including Loading and Unloading.
- 12.1.1.2.2. Owned.
- 12.1.1.2.3. Hired.
- 12.1.1.2.4. Non-Owned.
- 13. <u>ASSIGNMENT</u>: The SERVICE PROVIDER shall not assign the obligations of the SERVICE PROVIDER pursuant to this AGREEMENT.
- 14. COMPLIANCE WITH APPLICABLE LAWS: The Special Services completed herein must meet the approval of DISTRICT and shall be subject to DISTRICT'S general right of inspection to secure the satisfactory completion thereof. SERVICE PROVIDER agrees to comply with all applicable federal, state and local laws; rules, regulations and ordinances that are now or may in the future become applicable to SERVICE PROVIDER and the performance of the Special Services.

- 15. Conflict of Interest Requirement: Service Provider agrees that Service Provider shall comply with and be bound by all laws and regulations governing the relationship of the Service Provider and District under this Agreement and in particular with the Conflict of Interest laws, found in Chapter 7 of Title 9 of the California Government Code, otherwise known as the Political Reform Act. As a condition precedent to the formation of this Agreement, the Service Provider warrants and covenants that Service Provider is adequately informed regarding the duties and obligations imposed by the Political Reform Act and that to the best of the Service Provider's knowledge and belief, there exists no conflict of interest within the meaning of the Political Reform Act that would disqualify Service Provider from participation in this Agreement.
- 16. <u>PERMITS/LICENSES</u>: SERVICE PROVIDER shall secure and maintain in full force and effect such permits and licenses as are required by law in connection with the furnishing of the Special Services pursuant to this AGREEMENT.
- 17. ENTIRE AGREEMENT/AMENDMENT: This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties and supersedes any prior or contemporaneous understanding or agreement with respect to the Special Services contemplated and may be amended only by a written amendment executed by both parties to the AGREEMENT.
- 18. Non-Discrimination in Employment: SERVICE PROVIDER shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment, including, without limitation, in regard to matters affecting hiring, salary, benefits, performance evaluation, discipline, promotion, retirement, and/or dismissal because of sex, sexual orientation, gender identity, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (such as cancer), age, marital status, pregnancy, family care leave or political opinion. SERVICE PROVIDER and all subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment and comply with all applicable federal, state and local laws, regulations and executive orders regarding non-discrimination in employment. The principle of equal opportunity in employment will be demonstrated positively and aggressively.
- 19. Non-Walver: The failure of DISTRICT or SERVICE PROVIDER to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
- 19. <u>ADMINISTRATOR OF AGREEMENT</u>: This AGREEMENT shall be administered on behalf of and any Notice desired or required to be sent to a party hereunder shall be addressed to:

North County Fire Protection District

330 S Main Avenue

To DISTRICT:

To SERVICE PROVIDER:

Fallbrook, CA 92028-2938

Attention: Stephen J. Abbott, Fire Chief/CEO

RAFTELIS FINANCIAL CONSULTANTS

24640 Jefferson Avenue, Suite 207

Murrieta, CA 92562

Attention: Habib Issac, Senior Project Manager

- 20. Notice: All notices or demands to be given under this AGREEMENT by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the second day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT, the addresses of the parties are as set forth above.
- 21. <u>SEVERABILITY</u>: If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
- 22. GOVERNING LAW: The laws of the State of California shall govern the terms and conditions of this AGREEMENT with venue in San Diego County, California.
- 23. <u>WARRANTY OF AUTHORITY</u>: Each of the parties signing this AGREEMENT warrants to the other that he has the full authority of the entity on behalf of which his signature is made.

This AGREEMENT is entered into this April 24, 2018.

SERVICE PROVIDER	RAFTELIS FINANCIAL CONSULTANT
AUTHORIZED SIGNER:	
PRINT SIGNER'S NAME:	HABIB ISSAC, SENIOR PROJECT MANAGER
DATE SIGNED:	
DISTRICT	NORTH COUNTY FIRE PROTECTION DISTRICT
AUTHORIZED SIGNER:	
	STEPHEN J. ABBOTT FIRE CHIEF/CEO
DATE SIGNED:	
APPROVED As TO FORM	
DISTRICT COUNSEL	
	ROBERT JAMES, ESQ.



### NORTH COUNTY FIRE PROTECTION DISTRICT

#### SPECIAL SERVICES AGREEMENT FOR LESS THAN \$30,000

Scope of Special Services – Exhibit A (Clear and concise description of the services to be performed)



March 27, 2018

Steven Marovich, ECO, EFO
Deputy Fire Chief — Administration
North County Fire Protection District
330 S. Main Ave.
Fallbrook, CA 92028

Subject: Scope of Service for Financial Plan Study

Dear Mr. Marovich:

Raftelis Financial Consultants, Inc. (Raftelis) is pleased to submit this proposal to conduct a Financial Plan Study on behalf of North County Fire Protection District (District). The following sections outline the tasks that Raftelis believes will be involved in completing a study that accomplishes the District's goals and objectives. Specifically, Raftelis will perform the following tasks:

- Conduct a financial planning framework session
- Develop a 20-Year financial plan model
- Lead a workshop with District personnel to discuss financial plan scenarios and options and finalize the Financial Plan Model
- Draft Memorandum documenting the results of the Study

The proposed scope and fees are presented below.

#### Scope of Work

#### Task 1 - Project Management, Kickoff Webinar, and Data Collection

Task 1.1 - Ongoing Project Management and Quality Assurance

Our project management approach stresses communication, teamwork, objectivity, and accountability to meet project objectives. Task 1.1 includes general administrative duties including client correspondence, billing, project documentation, and administration of the study control plan. We believe in a no-surprises approach and communicate regularly with clients through face-to-face meetings, web conferences, and telephone conferences so that the District is aware of the project status at all times.

Raftelis' quality assurance / quality control (QA/QC) process fosters high quality and accurate work. The QA/QC process includes reviews by the Project Manager. The reviewer's primary responsibility is to examine work products for consistency and validity and ensure that the financial plan is based on solid principles and standard industry practice. The Project Manager also examines the memorandum, not only to ensure that it is a high quality and comprehensive document that is consistent with Study results, but also to make certain that it clearly conveys the rationale and derivation of any adjustments and any other recommendations.

#### Task 1.2 - Project Initiation and Data Collection

We believe that the execution of a productive kick-off meeting is the most effective way to begin a Study of this nature. Raftelis uses the kick-off meeting to perform our due diligence to ensure that project stakeholders agree to the goals, approach, work plan, schedule, and study priorities. In

24640 Jefferson Avenue, Suite 207 Murrieta, CA 92562

951 698 0985 www.raftalis.com

addition, we will discuss any pertinent background information as well as gain a general familiarity with the District. As part of the meeting, Raftelis will:

- Discern the major drivers for the study
- Discuss the District's current sources of revenue and potential shortfalls
- Work with District staff to identify and prioritize objectives
- Discuss reserves and reserve policies
- Review the data request list and pinpoint data gaps or questions

A detailed data request list will be submitted prior to the kick-off meeting so that the District can begin assembling the appropriate data in the required format. The Project Team will study this data diligently to understand the District's revenue streams and tax base, operating needs including CalPers, and capital equipment and facilities replacement needs. Raftelis will also review the District's current reserve structure and reserve targets and then propose reserve recommendations that are consistent with industry standards as well as the District's risk management tolerance.

Meetings: One (1) kick-off webinar with District staff

Deliverables: Data Request list, Kick-off webinar materials, and Minutes

#### Task 2 – Financial Plan Development

Subsequent to discussion of project objectives and review of policies and financial information, Raftelis will develop projections for the District's revenue needs.

#### Task 2.1 - Financial Plan Development

This task includes projection of budget items, such as annual costs related to operating and maintenance (O&M) expenses, debt service, capital expenditures, and reserve contributions using assumptions based on different economic factors and growth trends.

Raftelis will develop a forecast of revenue requirements over the planning horizon. This will include an estimate of revenues based on property tax, current fees and projected levels of usage, tower lease agreements, and other revenues. Revenue requirements will be projected over the planning period based on historical results, the current budget, capital improvement plans (CIP), existing debt service, and other obligations using assumptions mentioned above. Debt will also be considered as an option for capital financing. Projecting revenue adjustments over a long planning horizon can illustrate future impacts and potential challenges to the District's financial position; however, any additional revenue needs and how that revenue would be generated is separate from this scope. This will allow the District to make adjustments to expenses, reserve balances, or capital project scheduling to smooth impacts (to the extent possible) and to maintain financial stability.

Raftelis will develop a 20-year cash flow analysis to determine revenue adjustments needed to meet projected revenue requirements for the planning period. The cash flow worksheet incorporates revenues generated from different sources, expenses needed to maintain operations, facilities, and equipment, and any transfers in and out of the reserve funds. In addition, the study will factor in any coverage necessary to meet current and proposed debt service requirements.

The financial plan will be presented in an easy-to-understand format on an interactive 'Dashboard' which shows the impacts of various assumptions so that decisions regarding revenue adjustments, capital financing through pay-as-you-go (PAYGO), debt, and reserve balances can all be viewed quickly and efficiently. Several features of the Model Dashboard include the ability to display:

- 1. Revenue adjustments required for the next five (or more) years in order to meet debt coverage and target reserve balance(s)
- 2. Projected operating costs and revenue streams
- 3. Reserve balances and desired target levels according to the District's policies
- 4. Different funding sources of CIP (PAYGO, debt, loan, or grant)

#### Task 2.2 - Financial Reserve Policy

In addition to discussion within the Kickoff meeting, Raftelis will conduct web meetings with Staff to discuss concerns and critical challenges facing the District, which will serve as guidance for determining the appropriate types of reserves and general criteria to utilize for establishing the funding level of each reserve. In addition, current funds will be evaluated to determine if individual funds require re-balancing, elimination, or amendment to achieve the goals for which each is designed. Reserves to discuss include, but are not limited to, the following:

- Operation Reserve
- Capital Equipment Reserve (vehicle, equipment, etc.)
- Facilities Replacement Reserve
- Liabilities Reserve (CalPers)
- Specific Activities, Programs, and Special Projects Reserves
- Emergency Reserve

As part of this Study, we will discuss critical challenges that the District faces in today's environment. Questions to consider include:

- What are the current financial concerns to be addressed?
- What potential Federal, state, or local regulations will impact the District?
- What are potential risks the District may face?
- What are the top risk factors to be evaluated in the Study? For example, loss of property taxes
  due to recession, uncertain liability (CalPERS), asset failures, etc.
- How do these risk factors financially impact the agency?

Raftelis will conduct a thorough review of information to gain an understanding of the current financial challenges and potential risks faced by the District. Ultimately, Raftelis will review the District's current reserve policies and develop recommendations for reserve levels that are consistent with industry standards, as well as the District's risk management practices, and maintain or enhance financial solvency. The goals of the recommendations will be:

To ensure sufficient cash flows for daily and yearly operations and capital replacement;

- To provide adequate cash flows to maintain, or to quickly resume, normal service levels after exposure to unexpected risks or failure
- · To maintain or achieve specific credit ratings

As part of Task 2, Raftelis will conduct conference calls and web-meetings with District staff to present the recommended financial plan from the model development as well as fiscal reserve policy (reserves/target levels) for the District.

Meeting(s): Up to two (2) web meetings with District staff to determine model inputs, assumptions, reserves policies, and preliminary results.

Deliverable(s): Draft Financial Plan Model in Microsoft Excel 2016®

#### Task 3 — Financial Plan Workshop

After the financial plan has been developed, Raftelis will meet in-person with District staff to conduct a Financial Plan Workshop. During the Workshop, we will discuss both the short and long term financial plans and examine various scenarios. The Workshop will provide Raftelis and the District staff the opportunity to discuss recommendations, underlying assumptions, policies, and make any final adjustments to the Financial Plan.

Meeting(s): One (1) in-person meeting with District staff to finalize Financial Plan Model Deliverable(s): Final Financial Plan Model in Microsoft Excel 2016®

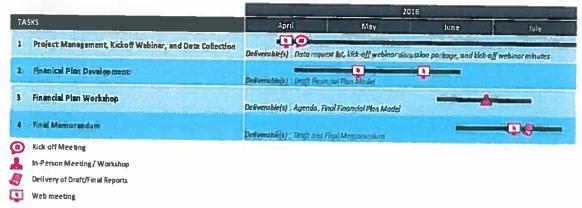
#### Task 4 - Draft Memorandum

Raftelis will draft a memorandum documenting the results of the study. The memorandum will include key assumptions, discuss the District's financial needs, and document the final decisions and reserve recommendations.

Meeting(s): One (1) web meeting with District Staff Deliverable(s): Draft and Final Memorandum

#### Schedule

Raftelis anticipates completing the scope of services within three (3) months of receiving both the notice-to-proceed and all necessary data. A preliminary schedule is shown below but may be revised during the project kickoff webinar.



#### **Fees**

Raftelis proposes to complete the scope of work on a time-and-materials basis as shown below. The following table provides a breakdown of the estimated level of effort required for completing each task described and the hourly billing rates for the personnel scheduled to complete the project. Expenses include costs associated with travel and a \$10 per hour technology charge to cover computers, networks, telephones, postage, etc.

## North County Fire Protection District 20-Year Financial Plan Study

Proposed Hours & Fees

Task	Task Descriptions	Web	No of Meetings	A seed	Total Fees &			
		Meetings		PM	SC.	Admin	Total	Expenses
	HOURLY RATES			\$205	\$150	\$75		No.
1	Project Management, Kickoff Webinar, and Data Collection	1		2	4	3	9	\$1,325
2	Finanical Plan Development	2		8	20		28	\$4,920
3	Financial Plan Workshop		1	4	4		8	\$1,623
4	Final Memorandum	ā.		4	8		12	\$2,140
TOTA	ALESTIMATED MEETINGS/HOURS	- 6	1	18	36	3	57	
	PROFESSIONALTEES			\$3,690	\$5,400	5225	\$9,315	
	roject Manager, Andrea Boehling off Consultants		1 4 4				otalfees	\$9,315
	- Administrative Staff					Total	Expenses	\$693
				TOTAL LEES & EXPENSES				\$10,008

Raftelis is excited to have the opportunity to assist the District with this important study. If you have any questions, please do not hesitate to contact Habib Isaac at (951.387.4352).

Sincerely,

RAFTELIS FINANCIAL CONSULTANTS, INC.

Habib Isaac

Senior Project Manager

Habit Isaac



## NORTH COUNTY FIRE PROTECTION DISTRICT

OPERATIONS DIVISION STAFF REPORT

TO:

**BOARD OF DIRECTORS** 

FROM:

DIVISION CHIEF MAHR AND CHIEF ABBOTT

DATE:

APRIL 24, 2018

**SUBJECT:** Type One Engine Purchase

#### **ACTION AGENDA**

#### RECOMMENDATION:

It is the recommendation by Staff that the Board of Directors review and approve for the purchase of two (2) new Pierce Type One Fire Engines, authorizing staff to accept the proposal from Pierce Manufacturing as presented and execute a purchase agreement.

#### BACKGROUND:

The NCFPD has been working from an approved Capital Equipment Replacement Plan for several years. As such, the Plan calls for the replacement of our front-line fire apparatus in a manner that is in accordance with NFPA 1911. This standard recommends replacement of front line apparatus at fifteen (15) years and twenty (20) years for reserve apparatus.

#### **DISCUSSION:**

Currently, NCFPD has one engine, a 2003 Pierce, that is slated for replacement during FY18/19. However, due to variety of circumstances, mostly timing and financial, the replacement of engines necessitated delay. As a result, the District's reserve fleet of engines are older than they should be; the oldest of which is 30 years old, 10 years beyond the recommended service life. This engine is no longer complaint with many of the updated NFPA requirements for today's fire apparatus. The other is twenty-one (21) years old and at the time of this report, one (1) year beyond the recommended service life.

Staff is seeking approval to not only replace the 2003 engine that is due for replacement, but also the replacement of a second 2006 engine. By the time we take delivery of the new engines the replacement of this second engine would be two (2) years early. The replacement of the second engine early would allow NCFPD to replace both of our existing reserve engines with two (2) NFPA compliant and reliable engines that would a provide five-to-seven more years of reserve service.

#### PURCHASE OF TYPE ONE FIRE APPARATUS APRIL 24, 2018 PAGE 2 OF 2

#### FISCAL ANALYSIS:

Although the District has already approved Pierce as the sole source for engines, this is a competitively bid and quoted price utilizing the HGACBuy government procurement service. The price for these two engines, sales taxes and fees is: \$1,462,657.12 or \$731,328.56 per engine.

It is the recommendation by Staff that the District seek financing for the entire purchase price. The financing of this project would result in a 15-year loan @ approximately 4% interest and an annual payment of approximately \$130,000.00 for both engines.

#### **SUMMARY:**

With the approval of these purchases, the District's fleet of Type One fire engines will be in a better response status and bring the District back into compliance with the approved Replacement Plan, as well as allowing it to meet the recommended NFPA intervals for replacement.

#### PROPOSAL FOR FURNISHING FIRE APPARATUS

April 10, 2018

#### NORTH COUNTY FIRE PROTECTION DIS' 315 East Ivy Street North County CA. 92028



The undersigned is prepared to provide for you, upon an order being placed by you, for final acceptance by South Coast Fire Equipment, Inc., at its corporate office in Ontario, California, the apparatus and equipment herein named and for the following prices:

	Each		Extension
Two ( 2 ) Pierce Arrow XT Pierce's Ultimate Configuration (PUC) Pumper as per enclosed proposal for delivery sum of	\$ 676,833.00	S	1,353,666.00
Sales Tax @ 7.750%	\$ 52,454.56	\$	104,909.12
APPARATUS COST WITH TAX	\$ 729,287.56	\$	1,458,575.12
Performance Bond	\$ 2,030.50	\$	4,061.00
California Tire Fee	\$ 10.50	\$	21.00
TOTAL PURCHASE PRICE	\$ 731,328.56	\$	1,462,657.12

#### PLEASE NOTE THE FOLLOWING ABOUT THIS QUOTATION:

Payment options are available and are included under separate cover. One of these options may save your department a significant amount of money!

Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war or international conflict, failures to obtain chassis, materials, or other causes beyond our control not preventing, within about 330-360

CALENDAR DAYS after receipt of this order and the acceptance thereof at our office in Ontario, California, and to be delivered to you at Fallbrook, CA.

The specifications herein contained shall form a part of the final contract and are subject to changes desired by the purchaser, provided such alterations are interlined prior to the acceptance by the company of the order to purchase, and provided such alterations do not materially affect the cost of the construction of the apparatus.

The proposal for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of bid, and with all National Fire Protection Association (NFPA) guidelines for Automotive Fire Apparatus as published at time of bid, except as modified by customer specifications. Any increased costs incurred by the first party because of future changes in or additions to said DOT or NFPA standards will be passed along to the customer as an addition to the price set forth above. Unless accepted within 30 days from date, the right is reserved to withdraw this proposition.

Respectfully Submitted,

South Coast Fire Equipment, Inc.

Tim Olley Sales Representative

HGA	CBuy		RACT PRICING WOR for MOTOR VEHICLES O		Contract No.:	FS12-17	Date Prepared:	04/12/18
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Agency: Contact	Kevin Mahr			Prepared		e Equipments i	cree manadactur	nig .
Person:				By:	Kevin Newell			
Phone:	760-723-2005			Phone:	9096739900			
Fax:	760-723-2046			Fax:				
Email:	kmahr@ncfii			Email:	kevin@south			
Code:	TC06	Description:	Pierce Enforcer, 4door, full-		cab and body, sir	ngle axle, 1250	GPM pump,mi	d mount pumpe
			ontractor's H-GAC Contra					\$416,850.0
3. Published Note: Publishe	l <b>Options - Ite</b> r ed Options are op	nize below - tions which we	Attach additional sheet(s) is resubmitted and priced in Control	f necessary - ractor's bid.)	Include Option	Code in des	cription if app	licable.
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# NORTH COUNTY FIRE PROTECTION DISTRICT

FIRE CHIEF/CEO

TO:

Board of Directors

FROM:

Stephen Abbott, Fire Chief/CEO

DATE:

April 24, 2018

SUBJECT:

Approve Resolution 2018-08, Authorizing Participation in a Joint Community

Facilities Agreement with the County of San Diego for the Horse Creek Ridge

Development.

#### **ACTION AGENDA**

#### **RECOMMENDATION:**

That the Board of Directors approve Resolution 2018-08 and authorize the Fire Chief/CEO to execute a Joint Community Facilities Agreement (JCFA) with San Diego County for fire protection services to the Horse Creek Ridge (HCR) Development.

#### **BACKGROUND:**

In 2013, the Board of Directors approved Resolution 2013-12, which authorized formation of a JCFA with the County of San Diego for the HCR development. This JCFA established a Community Facilities District (CFD), a mechanism by which the County would reimburse the Fire District for fire services associated with this new development through the collection of Mello Roos fees.

Although this CFD has been formed for some time, as only now are homes being occupied are we eligible to collect these fees. In preparing to collect these fees, it was subsequently determined by the County Auditor and Controller that minor adjustments to this JCFA were needed for their office to comply with Governmental Accounting Standards Board (GASB) pronouncements regarding accounting and external reporting.

One of those pronouncements addresses the concept of "blended component units," which essentially states that if an entity (in this case the Horse Creek CFD of the County) meets certain criteria, for external reporting purposes the entity is treated as if it is part of the County of San Diego's reporting structure and must therefore, be included in the County's Special Revenue Funds. Under the language in the NCFPD JCFA as originally written, the Special Tax pertaining to funding the services to be performed by NCFPD would bypass the CFD and the activities would be recorded in a "fiduciary fund," which would not be "blended" with the rest of the activities of the CFD (and therefore not blended with the County), and thus would not be in compliance with the accounting and reporting requirements of the GASB.

#### HORSE CREEK RIDGE AMENDED AND RESTATED JCFA APRIL 24, 2018 PAGE 2 OF 2

#### DISCUSSION:

In concert with County Counsel, Planning and Development Services, the Auditor and Controller's Office and County Parks and Recreation, we have reached consensus on an amended and restated JCFA for the HCR development. The substance of those changes includes a renaming of the CFD to satisfy the GASB requirements, plus some additional minor clean up language that added clarity to the agreement. The issue before the Board is approval of this amended and restated Joint Community Facilities Agreement, which will allow the District to participate in this CFD and commence collecting Mello Roos fees for fire funding protection services for HCR.

#### FISCAL ANALYSIS:

There is no fiscal impact associated with approving this restated agreement. At full build-out, this CFD will generate \$139,911 in additional revenue to the Fire District to offset the costs of servicing the new community. The amount of the Special Tax will be raised by 2% annually thereafter.

#### SUMMARY:

Staff recommends the Board adopt Resolution 2018-08 and authorizing the Fire Chief/CEO to execute the Joint Community Facilities Agreement at the point that it is approved by the Board of Supervisors.

## NORTH COUNTY FIRE PROTECTION DISTRICT RESOLUTION 2018-08



RESOLUTION OF THE BOARD OF DIRECTORS OF THE NORTH COUNTY FIRE PROTECTION DISTRICT, SAN DIEGO COUNTY, STATE OF CALIFORNIA, APPROVING THE EXECUTION AND DELIVERY OF A JOINT COMMUNITY FACILITIES AGREEMENT WITH THE COUNTY OF SAN DIEGO, IN CONNECTION WITH COMMUNITY FACILITIES DISTRICT NO. 2013-01 (HORSE CREEK RIDGE) AND OTHER MATTERS RELATED THERETO

WHEREAS, the Board of Supervisors (the "County Board") of the County of San Diego (the "County") plans to conduct proceedings under the Mello-Roos Community Facilities Act of 1982 (the "Act") to amend and restate County of San Diego Community Facilities District No. 2013-01 (Horse Creek Ridge Maintenance) (the "Community Facilities District"), to authorize the levy of special taxes within the Community Facilities District Area to contribute to the financing of certain services (the "Services"); and

WHEREAS, the County Board has included, among the Services to be authorized to be financed by the Community Facilities District, certain fire protection, suppression and emergency medical services (the "Fire Protection Services") which are to be provided by the North County Fire Protection District (the "Fire Protection District"); and

WHEREAS, this Board of Directors (the "Board of Directors") of the Fire Protection District is advised that in order for it to authorize the Community Facilities District to finance the Fire Protection Services to be provided by the Fire Protection District, it must enter into an amended and restated joint community facilities agreement (the "Fire Protection District JCFA") with the County; and

WHEREAS, the Board of Directors has determined that the Fire Protection District JCFA and the resulting Fire Protection Services to be financed pursuant thereto will be beneficial to the residents of the Community Facilities District; and

WHEREAS, there have been prepared and submitted to this meeting, a form of the Fire Protection District JCFA; and

WHEREAS, the Board of Directors is fully advised in this matter.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the North County Fire Protection District as follows:

**Section 1.** The Fire Protection District JCFA, in substantially the form submitted to this meeting and made a part hereof as though set forth in full herein, is hereby approved. The President of the Board of Directors, the Vice President of the Board of Directors, the Fire Chief/CEO of the Fire Protection District or his or her designee (each an "Authorized Office") are, and each of them is, hereby authorized and directed, for and in the name of the Fire Protection District, to execute and deliver the Fire Protection District JCFA in the form presented to this meeting, with such changes, insertions and omissions as are approved by such Authorized Officers in consultation with Counsel to the Fire Protection District, such approval and consultation to be conclusively evidenced by such execution and delivery.

**Section 2.** The officers and employees of the Fire Protection District are, and each of them is, hereby authorized and directed, for and in the name of the Fire Protection District, to do any and all things and to execute and deliver any and all documents, which they or any of them deem necessary or advisable in order to consummate the transactions contemplated by this Resolution and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution.

## NORTH COUNTY FIRE PROTECTION DISTRICT RESOLUTION 2018-08

RESOLUTION OF THE BOARD OF DIRECTORS OF THE NORTH COUNTY FIRE PROTECTION DISTRICT, SAN DIEGO COUNTY, STATE OF CALIFORNIA, APPROVING THE EXECUTION AND DELIVERY OF A JOINT COMMUNITY FACILITIES AGREEMENT WITH THE COUNTY OF SAN DIEGO, IN CONNECTION WITH COMMUNITY FACILITIES DISTRICT NO. 2013-01 (HORSE CREEK RIDGE) AND OTHER MATTERS RELATED THERETO

**Section 3.** All actions heretofore taken by the officers and employees of the Fire Protection District in connection with or related to any of the agreements or documents referred to herein, are hereby approved, confirmed and ratified.

Section 4. This Resolution shall take effect immediately upon its adoption.

**Section 5.** The Secretary of the Board of Directors shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

**APPROVED, SIGNED AND ADOPTED** by the Board of Directors, North County Fire Protection District, County of San Diego, State of California, on this **27**<sup>th</sup> **day of March 2018**, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSED:
Kenneth Munson, Board President

#### ATTEST:

**I HEREBY CERTIFY** that the foregoing is a true and correct copy of the resolution duly and regularly adopted by the Board of Directors of the North County Fire Protection District thereof held on the **24**<sup>th</sup> day of April **2018**, and that the same now appears on record in the Board Secretary's office.

IN WITNESS THEREOF, I hereunto set my hand and affixed by official seal this 24th day of April 2018.

Joru Q. Stellette

Loren Stephen-Porter, Board Secretary

### Attachment A

Amended and Restated Joint Community Facilities Agreement by and between the County of San Diego and the North County Fire Protection District

#### AMENDED AND RESTATED

#### JOINT COMMUNITY FACILITIES AGREEMENT

by and between

**COUNTY OF SAN DIEGO** 

and

NORTH COUNTY FIRE PROTECTION DISTRICT

Dated as of [DATE OF AGREEMENT]

relating to

County of San Diego Community Facilities District No. 2013-01 (Horse Creek Ridge Maintenance)

#### JOINT COMMUNITY FACILITIES AGREEMENT

THIS AMENDED AND RESTATED JOINT COMMUNITY FACILITIES AGREEMENT (this "Agreement") is made and entered into as of [DATE OF AGREEMENT], by and between COUNTY OF SAN DIEGO, a California county organized and existing under the laws of the State of California (the "County"), and NORTH COUNTY FIRE PROTECTION DISTRICT, an independent fire protection district duly organized and existing under the laws of the State of California ("NCFPD"), and relates to the formation by the County of a community facilities district known as County of San Diego Community Facilities District No. 2013-01 (Horse Creek Ridge Maintenance) (the "Community Facilities District") for the purpose of financing, among other things, certain fire protection, suppression and emergency medical services to be provided by NCFPD from proceeds of the Special Tax C (as defined herein) to be levied within the Community Facilities District.

#### RECITALS:

- A. The County is conducting proceedings under the Mello Roos Community Facilities Act of 1982, Chapter 2.5 (commencing with Section 53311) of Part 1 of Division 2 of Title 5 of the California Government Code (the "Act") in which it is considering the formation of the Community Facilities District to fund certain public services (the "Services").
- B. The property described and depicted in Exhibit A hereto (the "Property") which is located in the County of San Diego, State of California, is the land within the boundaries of the Community Facilities District.
- C. Certain of the Services will be provided by NCFPD, which relate to land within the County and are fire protection, suppression and emergency medical services described in Exhibit B hereto (the "Fire Protection Services").
- D. The County will conduct proceedings to form, and will have sole discretion and responsibility for the administration of, the Community Facilities District.
- E. This Agreement constitutes a joint community facilities agreement, within the meaning of Section 53316.2 of the Act, by and between the County and NCFPD, pursuant to which the Community Facilities District will be authorized to finance the Fire Protection Services.
- F. As authorized by Section 53316.6 of the Act, NCFPD shall have responsibility for providing the Fire Protection Services.
- G. The County finds and determines that this Agreement would be beneficial to the residents of the County.
- H. NCFPD finds and determines that this Agreement would be beneficial to the residents of NCFPD.

#### **AGREEMENT**

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

#### ARTICLE I

#### **DEFINITIONS**

- Section 1.1. <u>Definitions</u>. Unless the context otherwise requires, the terms defined in this Article I shall have the meanings herein specified.
- "Act" means the Mello-Roos Community Facilities Act of 1982, constituting Sections 53311 et seq. of the California Government Code, as amended.
- "Agreement" means this Amended and Restated Joint Community Facilities Agreement, dated as of [DATE OF AGREEMENT], by and between the County and NCFPD, as originally executed or as the same may be amended from time to time in accordance with its terms.
- "County" means the County of San Diego, a California county organized and existing under the laws of the State of California, and its successors.
- "County Representative" means the person or persons designated as such in a certificate signed by the County and delivered to NCFPD, which certificate shall contain an original or specimen signature of each person so designated.
- "Community Facilities District" means the County of San Diego Community Facilities District No. 2013-01 (Horse Creek Ridge Maintenance), a community facilities district organized and existing under the laws of the State, and its successors.
- "Fire Protection Services" means certain of the Services which are fire protection services described in Exhibit B attached hereto.
- "NCFPD" means North County Fire Protection District, a county fire protection district duly organized and existing under the laws of the State of California, and its successors and assigns.
- "HORSE CRK RDG FIRE CFD 13-01 C-SPECIAL TAX" means the special revenue fund by that name which the County agrees to establish pursuant to Section 2.1 hereof.
- "NCFPD Representative" means the person or persons designated as such in a certificate signed by NCFPD and delivered to the Community Facilities District and the County, which certificate shall contain an original or specimen signature of each person so designated.
- "Property" means the real property located within the Community Facilities District described and depicted in Exhibit A attached hereto.

"Rate and Method" means the rate and method of apportionment of the Special Taxes approved by the qualified electors of the Community Facilities District.

"Services" means the services authorized to be funded by the Community Facilities District.

"Special Taxes" means the special taxes authorized to be levied within the Community Facilities District pursuant to the Act and the Rate and Method.

"Special Tax C" means that certain Special Tax authorized to be levied within the Community Facilities District pursuant to the Act and the Rate and Method to fund Fire Protection Services, as further described in Resolution #14-011, Rate and Method of Apportionment of Special Tax, as approved by the Board of Supervisors on February 26, 2014, a copy of which is on file with the Secretary of the Board of Directors of NCFPD and the Clerk of the Board of Supervisors of the County.

"State" means the State of California.

#### ARTICLE II

#### FORMATION AND ADMINISTRATION OF COMMUNITY FACILITIES DISTRICT

#### Section 2.1. Formation and Administration of Community Facilities District.

Pursuant to Government Code Section 53316.2, the County will conduct proceedings under the Act to form the Community Facilities District and to authorize the financing of the Services. The Fire Protection Services are those certain Services described in Exhibit B, attached hereto and incorporated herein by this reference.

The County shall administer the Community Facilities District, including employing and paying all consultants, annually levying and collecting the Special Taxes, and complying with all State requirements appertaining to the proceedings. NCFPD will have no responsibility in that regard, and will not participate in nor be considered a participant in the proceedings respecting the Community Facilities District (other than as a party to this Agreement).

In the event the County completes formation of the Community Facilities District and becomes authorized to levy the Special Taxes, including Special Tax C, the County shall establish a separate fund on behalf of the Community Facilities District to be known as the "HORSE CRK RDG FIRE CFD 13-01 C-SPECIAL TAX" Fund. All Special Tax C revenues collected that are intended to be utilized to fund Fire Protection Services shall be deposited in the HORSE CRK RDG FIRE CFD 13-01 C-SPECIAL TAX Fund. Any interest earned on this HORSE CRK RDG FIRE CFD 13-01 C-SPECIAL TAX Fund shall be used exclusively for North County Fire Protection Services and such interest shall be allocated and distributed to the HORSE CRK RDG FIRE CFD 13-01 C-SPECIAL TAX Fund. NCFPD will be reimbursed at least annually by HORSE CRK RDG FIRE CFD 13-01 C-SPECIAL TAX Fund for NCFPD costs as noted in Exhibit B.

The County does not make any warranty, either express or implied, that the Community Facilities District will be formed or will be able to levy Special Taxes to fund the Services, including Special Tax C to fund the Fire Protection Services, or that the Special Taxes levied will be sufficient for such purpose.

#### ARTICLE III

#### PROVISION OF FIRE PROTECTION SERVICES

Section 3.1. <u>Provision of Fire Protection Services</u>. NCFPD hereby represents that it provides Fire Protection Services to property within the Community Facilities District.

Section 3.2. <u>Duty of NCFPD to Provide Fire Protection Services</u>. NCFPD agrees to fully administer, and to take full responsibility for, the provision of the Fire Protection Services, and the County shall have no responsibility whatsoever in that regard. NCFPD shall apply amounts on deposit in the HORSE CRK RDG FIRE CFD 13-01 C-SPECIAL TAX Fund to fund the provision of the Fire Protection Services. Under no circumstances will the County have any obligation for Fire Protection Services beyond depositing Special Tax C revenues collected, if any, in the HORSE CRK RDG FIRE CFD 13-01 C-SPECIAL TAX Fund.

NCFPD acknowledges that it is represented by its own separate legal counsel in regard to the subject special tax proceedings and, in particular, to the provision of Fire Protection Services. NCFPD accepts responsibility for and shall be responsible for identification of and for compliance with all applicable laws pertaining to the provision of Fire Protection Services. The County makes no representation as to the applicability or inapplicability of any laws relating to the provision of Fire Protection Services. NCFPD will neither seek to hold nor hold the County or the Community Facilities District liable, and pursuant to Section 4.3 hereof shall hold harmless and indemnify the County and the Community Facilities District, and each of their respective officers, officials and employees for any consequence of any failure by NCFPD to correctly determine the applicability of any such requirements to any contract it enters into, irrespective of whether the County or the Community Facilities District knew or should have known about the applicability of any such requirement. This paragraph shall apply with respect to any enforcement action, whether public or private, and whether brought by a public enforcement agency or by private civil litigation, against NCFPD, the County or the Community Facilities District with respect to the matters addressed by this Agreement and the provision of Fire Protection Services.

- Section 3.3. Annual Reporting for Fire Protection Services. (a) In order to assist the Community Facilities District and the County with the filing of an annual report pursuant to California Government Code Section 50075.3, the preparation of an annual report pursuant to California Government Code Section 53343.1, and any future legislated reporting, NCFPD agrees to provide to the Community Facilities District and the County, no later than December 30 following the last day of the fiscal year (which fiscal year begins July 1 and ends June 30) for each fiscal year during which the Special Tax C is levied, the amount of Special Tax C revenues expended for Fire Protection Services during the most recent fiscal year.
- (b) In the event an annual report is requested by a person who resides in or owns property in the Community Facilities District pursuant to California Government Code Section 53343.1, NCFPD agrees to provide to the Community Facilities District and the County, within a reasonable amount of time to permit the Community Facilities District and the County to comply with California Government Code Section 53343.1, any other information reasonably required for the Community Facilities District and the County to comply with the provisions of California Government Code Section 53343.1, including, but not limited to, the identification of the

categories of each type of Fire Protection Services funded during the most recent fiscal year, and certification that the Special Tax C revenues expended during the most recent fiscal year were applied only to the funding of Fire Protection Services. In the event such report is requested, the County agrees to charge a fee for such report to reimburse the County, the Community Facilities District and NCFPD, as applicable, for the actual costs of preparing such report.

(c) The information to be provided by NCFPD pursuant to this Section may be provided together with, or provided as part of, any other annual report provided by NCFPD to the County.

#### ARTICLE IV

### REPRESENTATIONS, WARRANTIES AND COVENANTS; INDEMNIFICATION; DAMAGES

- Section 4.1. <u>Representations, Warranties and Covenants of NCFPD</u>. NCFPD makes the following representations, warranties and covenants for the benefit of the County:
  - (a) Organization. NCFPD represents and warrants that NCFPD is a local fire protection district duly organized and existing under the laws of the State of California.
  - (b) Authority. NCFPD represents and warrants that NCFPD has the power and authority to enter into this Agreement, and has taken all action necessary to cause this Agreement to be executed and delivered, and this Agreement has been duly and validly executed and delivered on behalf of NCFPD.
  - (c) Binding Obligation. NCFPD represents and warrants that this Agreement is a valid and binding obligation of NCFPD and is enforceable against NCFPD in accordance with its terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting or limiting the rights of contracting parties generally.
  - (d) Fire Protection Services. NCFPD covenants that it will use its reasonable and diligent efforts to do all things which may be lawfully required of it in order to provide the Fire Protection Services in accordance with this Agreement.
  - (e) Compliance with Laws. NCFPD covenants that it will not commit, suffer or permit any act to be done in connection with the provision of the Fire Protection Services in violation of any law, ordinance, rule, regulation or order of any governmental authority or any covenant, condition or restriction affecting the Property.
  - (f) Special Tax C Revenues; Annual Reporting. NCFPD covenants to only use funds disbursed to it from the HORSE CRK RDG FIRE CFD 13-01 C-SPECIAL TAX Fund to fund the cost of NCFPD Services and to promptly provide annual reports in accordance with Section 3.3 of this Agreement.
  - (g) Financial Records. NCFPD covenants to maintain proper books of record and account for all Fire Protection Services and all costs related thereto. NCFPD covenants that such accounting books will be maintained in accordance with generally accepted accounting principles, and will be available for inspection by the Community Facilities District and the County, and their respective agents, at any reasonable time during regular business hours on reasonable notice.(h) No Material Impediments. NCFPD represents and warrants that to the best of its knowledge there is no material impediment to NCFPD's performance of its obligations under this Agreement.
  - (i) Disbursement Requests. Notwithstanding any other provision, the NCFPD covenants to provide invoices to request disbursement from Special Tax C Funds, which shall show the NCFPD expenditures for Fire Protection Services within the CFD up to or

in excess of the amount of the HORSE CRK RDG FIRE CFD 13-01 C-SPECIAL TAX fund. The CFD Administrator shall pay all invoices submitted by NCFPD for Fire Protection Services up to the available funding.

- Section 4.2. <u>Representations, Warranties and Covenants of the County.</u> The County makes the following representations, warranties and covenants for the benefit of NCFPD:
  - (a) Authority. The County represents and warrants that the County has the power and authority to enter into this Agreement, and has taken all action necessary to cause this Agreement to be executed and delivered, and this Agreement has been duly and validly executed and delivered on behalf of the County.
  - (b) Binding Obligation. The County represents and warrants that this Agreement is a valid and binding obligation of the County and is enforceable against the County in accordance with its terms.
  - (c) Deposit of Special Tax C Revenues. In the event the County completes formation of the Community Facilities District and becomes authorized to levy the Special Taxes, including Special Tax C, the County represents and warrants that it will deposit all Special Tax C revenues collected into the HORSE CRK RDG FIRE CFD 13-01 C-SPECIAL TAX\_Fund and use such funds to reimburse the NCFPD.

Section 4.3. <u>Indemnification</u>. NCFPD agrees to protect, indemnify, defend and hold the Community Facilities District and the County, and their respective officers, employees and agents, and each of them, harmless from and against any and all claims, losses, expenses, suits, actions, decrees, judgments, awards, attorney's fees, and court costs (collectively, "Claims") which the Community Facilities District or the County, or their respective officers, employees and agents, or any combination thereof, may suffer or which may be sought against or recovered or obtained from the Community Facilities District or the County, or their respective officers, employees or agents, or any combination, thereof as a result of or by reason of or arising out of or in consequence of (a) the financing of the Fire Protection Services, (b) the untruth or inaccuracy of any representation or warranty made by NCFPD in this Agreement, (c) any act or omission, negligent or otherwise, of NCFPD or any of its subcontractors, agents or anyone who is directly employed by NCFPD or any of its subcontractors, or agents, in any way connected with the provision of Fire Protection Services, (d) this Agreement, (e) the validity or enforceability of this Agreement, or (e) the failure to comply with any law, regulation, ruling or court decision relating in any way to this Agreement or the Community Facilities District. If NCFPD fails to do so, the Community Facilities District and the County shall have the right, but not the obligation, to defend the same and charge all of the direct or incidental costs of such defense, including any attorneys' fees or court costs, to and recover the same from NCFPD.

The foregoing indemnification shall not extend to any Claim against an indemnified party to the extent such Claim arises from (a) the willful misconduct or gross negligence of the Community Facilities District or the County, or their respective officers, employees or agents, or (b) a default hereunder by the County.

The provisions of this Section shall survive the termination of this Agreement.

Section 4.4. Remedies in General; Damages Limited. NCFPD acknowledges that the County would not have entered into this Agreement if it were to be liable in damages under or with respect to this Agreement. Any and all obligations of the County hereunder shall be payable only from proceeds of Special Tax C, to the extent such proceeds may become available. The County shall not have any pecuniary liability for any act or omission of the County, except as set forth in this Section. In no event will an act, or an omission or failure to act, by the County with respect to the levy of the Special Taxes, including Special Tax C, subject the County to pecuniary liability therefor.

In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement; provided, however, that the County shall not be liable in damages to NCFPD. In light of the foregoing, NCFPD covenants not to sue for or claim any damages for any alleged breach of, or dispute which arises out of, this Agreement, other than to compel deposit by the County of the amount of Special Tax C revenues collected into the HORSE CRK RDG FIRE CFD 13-01 C-SPECIAL TAX Fund and to promptly reimburse NCFPD for Fire Protection Services in accordance with the provisions hereof.

#### ARTICLE V

#### **MISCELLANEOUS**

- Section 5.1. <u>Nature of Agreement</u>. This Agreement shall constitute a joint community facilities agreement entered into pursuant to Sections 53316.2, 53316.4 and 53316.6 of the Act.
- Section 5.2. Amendment and Assignment. This Agreement may be amended at any time but only in writing signed by each party hereto. Neither this Agreement nor the duties and obligations of NCFPD hereunder may be assigned without the written consent of the Community Facilities District and the County. The agreements and covenants included herein shall be binding on and inure to the benefit of any partners, permitted assigns, and successors-in-interest of the parties hereto.
- Section 5.3. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the matters provided for herein and supersedes all prior agreements and negotiations between the parties with respect to the subject matter of this Agreement.
- Section 5.4. <u>Limitation of Rights</u>. Nothing in this Agreement (either express or implied) is intended to confer upon any person or entity, other than the Community Facilities District, the County and NCFPD (and their respective successors and assigns), any rights, remedies, obligations or liabilities under or by reason of this Agreement.
- Section 5.5. Notices. Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to either party shall be deemed to have been received when personally delivered or seventy two hours following deposit of the same in any United States Post Office in California, registered or certified, postage prepaid, addressed as follows:

County/

Community Facilities District:

County of San Diego

Department of Parks and Recreation

5500 Overland Ave, Suite 410, MS O-29

San Diego, California, 92123 Attention: CFD Administrator

NCFPD:

North County Fire Protection District

330 South Main Avenue Fallbrook, California 92028

Attention: Stephen Abbott, Fire Chief/CEO

Phone: (760) 723-2012 Email: sabbott@ncfire.org

- The County and NCFPD may designate, by notice in writing, any further or different addresses to which subsequent notices, certificates or other communications shall be sent.
- Section 5.6. Exhibits. All exhibits attached hereto are incorporated into this Agreement by reference.
- Section 5.7. Attorneys' Fees. In the event of the bringing of any action or suit by any part against any other part arising out of this Agreement, the part in whose favor final judgment shall be entered shall be entitled to recover from the losing party all costs and expenses of suit, including reasonable attorneys' fees.
- Section 5.8. Severability. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.
- Section 5.9. Governing Law. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State.
- Section 5.10. Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party hereto, or the failure by a party to exercise its rights upon the default of another party, shall not constitute a waiver of such party's right to insist and demand strict compliance by such other party with the terms of this Agreement thereafter.
- Section 5.11. No Third Party Beneficiaries. No person or entity other than the Community Facilities District, when and if formed, shall be deemed to be a third party beneficiary hereof, and nothing in this Agreement (either express or implied) is intended to confer upon any person or entity, other than NCFPD, the County and the Community Facilities District (and their respective successors and assigns, exclusive of individual homebuyers), any rights, remedies, obligations or liabilities under or by reason of this Agreement.
- Section 5.12. Singular and Plural; Gender. As used herein, the singular of any word includes the plural, and terms in the masculine gender shall include the feminine.
- Section 5.13. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute but one instrument.
- Section 5.14. <u>Effective Date</u>. This Agreement shall take effect on the date of formation of the Community Facilities District.

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

	COUNTY OF SAN DIEGO	
	By:	
APPROVED AS TO FORM AND LEGALITY:		
THOMAS E. MONTGOMERY County Counsel  By: Thomas L. Bosworth, Senior Deputy County Counsel		
	NORTH COUNTY FIRE PROTECTION DISTRICT	
	Ву:	
	Stephen Abbott, Fire Chief/CEO	
APPROVED AS TO FORM:		
Robert H. James, Esq., District Counsel		

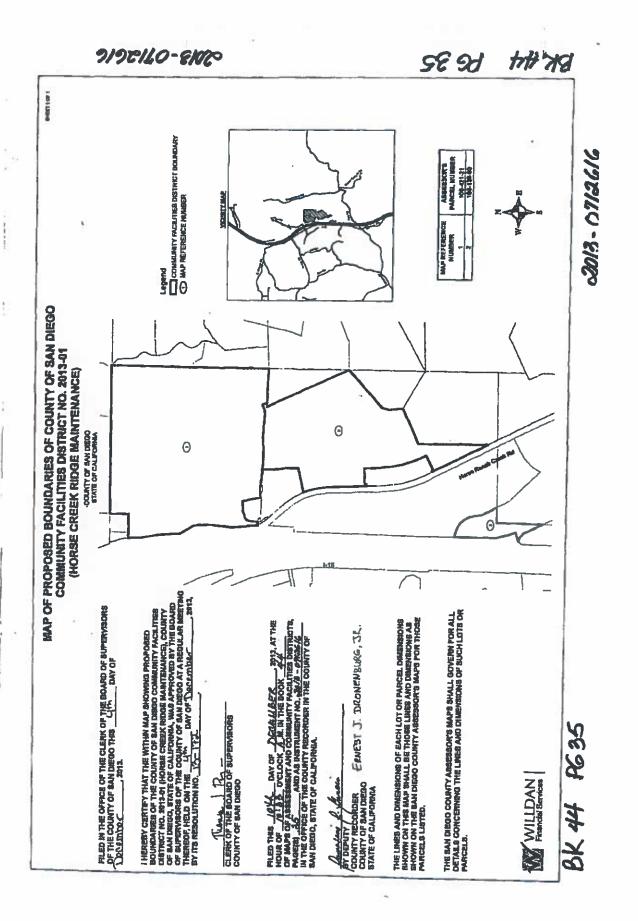
### EXHIBIT A DESCRIPTION OF PROPERTY

The Property consists of the following San Diego County Assessor Parcel Nos.:

108-120-60 108-421-21

#### **BOUNDARY MAP**

[Reduced copy of Boundary Map]



#### EXHIBIT B FIRE PROTECTION SERVICES

Fire protection, suppression and emergency medical services of North County Fire Protection District, including but not limited to the costs of contracting services, equipment, vehicles, ambulances and paramedics, fire apparatus, supplies, and the salaries and benefits of staff that directly provide fire protection and suppression services. The Special Tax C will finance Services that are in addition to those provided in or required for the territory within the Community Facilities District. The Special Tax C provides only partial funding for fire services.

It is expected that the services will be provided by the North County Fire Protection District, either with its own employees or by contract with third parties, or any combination thereof.

#### NORTH COUNTY FIRE PROTECTION DISTRICT



#### **RESOLUTION 2013-12**

RESOLUTION OF THE BOARD OF DIRECTORS OF THE NORTH COUNTY FIRE PROTECTION DISTRICT APPROVING THE EXECUTION AND DELIVERY OF A JOINT COMMUNITY FACILITIES AGREEMENT WITH THE COUNTY OF SAN DIEGO IN CONNECTION WITH COUNTY OF SAN DIEGO COMMUNITY FACILITIES DISTRICT NO. 2013-01 (HORSE CREEK RIDGE MAINTENANCE) AND OTHER MATTERS RELATED THERETO

WHEREAS, the Board of Supervisors (the "County Board") of the County of San Diego (the "County") plans to conduct proceedings under the Mello-Roos Community Facilities Act of 1982 (the "Act") to establish County of San Diego Community Facilities District No. 2013-01 (Horse Creek Ridge Maintenance) (the "Community Facilities District"), to authorize the levy of special taxes within the Community Facilities District Area to contribute to the financing of certain services (the "Services");

WHEREAS, the County Board is considering including, among the Services to be authorized to be financed by the Community Facilities District, certain fire protection, suppression and emergency medical services (the "Fire Protection Services") which are to be provided by the North County Fire Protection District (the "Fire Protection District");

WHEREAS, this Board of Directors (the "Board of Directors") of the Fire Protection District is advised that in order for it to authorize the Community Facilities District to finance the Fire Protection Services to be provided by the Fire Protection District, it must enter into a joint community facilities agreement (the "Fire Protection District JCFA") with the County;

WHEREAS, the Board of Directors has determined that the Fire Protection District JCFA and the resulting Fire Protection Services to be financed pursuant thereto will be beneficial to the residents of the Community Facilities District;

WHEREAS, there have been prepared and submitted to this meeting a form of the Fire Protection District JCFA:

WHEREAS, the Board of Directors is fully advised in this matter;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the North County Fire Protection District as follows:

Section 1. The Fire Protection District JCFA, in substantially the form submitted to this meeting and made a part hereof as though set forth in full herein, is hereby approved. The President of the Board of Directors, the Vice President of the Board of Directors, the Fire Chief/CEO of the Fire Protection District or his or her designee (each an "Authorized Officer") are, and each of them is, hereby authorized and directed, for and in the name of the Fire Protection District, to execute and deliver the Fire Protection District JCFA in the form presented to this meeting, with such changes, insertions and omissions as are approved by such Authorized Officers in consultation with Counsel to

Resolution 2013-12

Joint Community Facilities Agreement

Page 1 of 2

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#### RESOLUTION 2013-12 OCTOBER 22, 2013 PAGE 2 OF 2

the Fire Protection District, such approval and consultation to be conclusively evidenced by such execution and delivery.

**Section 2.** The officers and employees of the Fire Protection District are, and each of them is, hereby authorized and directed, for and in the name of the Fire Protection District, to do any and all things and to execute and deliver any and all documents which they or any of them deem necessary or advisable in order to consummate the transactions contemplated by this Resolution and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution.

**Section 3.** All actions heretofore taken by the officers and employees of the Fire Protection District in connection with or related to any of the agreements or documents referred to herein, are hereby approved, confirmed and ratified.

Section 4. This Resolution shall take effect immediately upon its adoption.

**Section 5.** The Secretary of the Board of Directors shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

APPROVED, ADOPTED and SIGNED by the Board of Directors, North County Fire Protection District, County of San Diego, State of California, on this 22 day of October 2013, by the following vote:

AYES:

Directors Harris, Hooper, Munson, Schaden and Thuner

NOES:

None

ABSENT:

None

**ABSTAIN:** 

None

RECUSED: None

Kenneth Munson, Board President

#### **ATTEST:**

I HEREBY CERTIFY that the foregoing is a true and correct copy of the Resolution duly and regularly adopted by the Board of Directors of the North County Fire Protection District thereof held on the 22 day of October, 2013, and that the same now appears on record in my office.

IN WITNESS THEREOF, I hereunto set my hand and affixed by official seal this 22 day of October 2013.

Loren A. Stephen-Porter

Love a. Stellette

**Board Secretary** 



## NORTH COUNTY FIRE PROTECTION DISTRICT

ADMINISTRATION STAFF REPORT

TO:

**Board of Directors** 

FROM:

Stephen Abbott, Fire Chief/CEO

DATE:

April 24, 2018

SUBJECT:

Approve Resolution 2018-09, Authorizing Participation in a Joint

Community Facilities Agreement with the County of San Diego for

the Meadowood Development.

#### **ACTION AGENDA**

#### RECOMMENDATION:

That the Board of Directors approve Resolution 2018-09 and authorize the Fire Chief/CEO to execute a Joint Community Facilities Agreement (JCFA) with San Diego County for fire protection services to the Meadowood Development.

#### BACKGROUND:

A new housing development is in the final stages of approval for the northeast corner of 1-15 and SR 76. Although several projects are planned, this one is called Meadowood and it is located on property both within and adjacent to the boundaries of the Fire District, immediately to the south of the Horse Creek Ridge development. Annexation of this development was previously approved by LAFCO in April 2014, for which the District received payment of \$389,000 in annexation fees.

At this point, it is estimated that the Meadowood Project will include approximately 397 Single Family Homes and 447 Multi-family homes. Currently 7% of the 1% property tax paid on the land is dedicated to the Fire District. This is insufficient to pay the costs of providing fire protection services to the new planned development. A community facilities district (CFD) is being created by the developer (Pardee) and San Diego County to collect a special tax to pay for services not funded within the normal property tax. A portion of the tax paid to the CFD will come to the Fire District to make up the additional revenue required to provide fire protection services to the development. Revenue collected by the CFD is then distributed to participating entities through a JCFA. The Agreement spells out how the taxes will be collected and how they will be distributed.

#### DISCUSSION:

The issue before the Board is approval of participation in the JFCA. The agreement stipulates that a portion of the taxes collected by the CFD will be dedicated for fire protection services and will be transferred to the Fire District on a regular basis. The Rate

#### MEADOWOOD JCFA APRIL 24, 2018 PAGE 2 OF 2

and Method of Apportionment (RMA) document (draft attached) describes specifically how the tax will be collected and distributed. The RMA specifies that the Fire District will receive \$287 per single family home and \$186 per multi-family home (condo) annually as its share of the CFD taxes. These fees will be adjusted 2% annually to reflect increased costs of doing business. The first fees will be paid by the property owner once structures are completed and will only be paid on developed land. There will be no special fee for fire protection for undeveloped land.

A draft copy of the actual Joint Community Facilities Agreement is also attached for the Board's information.

If approved by this Board, these same documents will go to the San Diego Board of Supervisors for approval and formation of the CFD.

#### FISCAL ANALYSIS:

At full build-out, this CFD will generate \$197,081 in additional revenue to the Fire District to offset the costs of servicing the new community. The amount of the Special Tax will be raised by 2% annually thereafter.

#### SUMMARY:

Staff recommends the Board adopt Resolution 2018-09 and authorize the Fire Chief/CEO to execute the Joint Community Facilities Agreement at the point that it is approved by the Board of Supervisors.

#### NORTH COUNTY FIRE PROTECTION DISTRICT



#### RESOLUTION 2018-09

RESOLUTION OF THE BOARD OF DIRECTORS OF THE NORTH COUNTY FIRE PROTECTION DISTRICT, SAN DIEGO COUNTY, STATE OF CALIFORNIA, APPROVING THE EXECUTION AND DELIVERY OF A JOINT COMMUNITY FACILITIES AGREEMENT WITH THE COUNTY OF SAN DIEGO, IN CONNECTION WITH COMMUNITY FACILITIES DISTRICT NO. 2018-01 (MEADOWOOD) AND OTHER MATTERS RELATED THERETO

WHEREAS, the Board of Supervisors (the "County Board") of the County of San Diego (the "County") plans to conduct proceedings under the Mello-Roos Community Facilities Act of 1982 (the "Act") to approve the County of San Diego Community Facilities District No. 2018-01 (Meadowood Maintenance) (the "Community Facilities District"), to authorize the levy of special taxes within the Community Facilities District Area to contribute to the financing of certain services (the "Services"); and

WHEREAS, the County Board is considering including, among the Services to be authorized to be financed by the Community Facilities District, certain fire protection, suppression and emergency medical services (the "Fire Protection Services"), which are to be provided by the North County Fire Protection District (the "Fire Protection District"); and

WHEREAS, this Board of Directors (the "Board of Directors") of the Fire Protection District is advised that in order for it to authorize the Community Facilities District to finance the Fire Protection Services to be provided by the Fire Protection District, it must enter into a joint community facilities agreement (the "Fire Protection District JCFA") with the County; and

WHEREAS, the Board of Directors has determined that the Fire Protection District JCFA and the resulting Fire Protection Services to be financed pursuant thereto will be beneficial to the residents of the Community Facilities District; and

WHEREAS, there have been prepared and submitted to this meeting, a form of the Fire Protection District JCFA; and

WHEREAS, the Board of Directors is fully advised in this matter.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the North County Fire Protection District as follows:

**Section 1.** The Fire Protection District JCFA, in substantially the form submitted to this meeting and made a part hereof as though set forth in full herein, is hereby approved. The President of the Board of Directors, the Vice President of the Board of Directors, the Fire Chief/CEO of the Fire Protection District or his/her designee (each an "Authorized Office") are, and each of them is, hereby authorized and directed, for and in the name of the Fire Protection District, to execute and deliver the Fire Protection District JCFA in the form presented to this meeting, with such changes, insertions and omissions as are approved by such Authorized Officers in consultation with Counsel to the Fire Protection District, such approval and consultation to be conclusively evidenced by such execution and delivery.

**Section 2**. The officers and employees of the Fire Protection District are, and each of them is, hereby authorized and directed, for and in the name of the Fire Protection District, to do any and all things and to execute and deliver any and all documents which they or any of them deem necessary or advisable in order to consummate the transactions contemplated by this Resolution and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution.

#### NORTH COUNTY FIRE PROTECTION DISTRICT



#### RESOLUTION 2018-09

RESOLUTION OF THE BOARD OF DIRECTORS OF THE NORTH COUNTY FIRE PROTECTION DISTRICT, SAN DIEGO COUNTY, STATE OF CALIFORNIA, APPROVING THE EXECUTION AND DELIVERY OF A JOINT COMMUNITY FACILITIES AGREEMENT WITH THE COUNTY OF SAN DIEGO, IN CONNECTION WITH COMMUNITY FACILITIES DISTRICT NO. 2018-01 (MEADOWOOD) AND OTHER MATTERS RELATED THERETO

**Section 3.** All actions heretofore taken by the officers and employees of the Fire Protection District in connection with or related to any of the agreements or documents referred to herein, are hereby approved, confirmed and ratified.

Section 4. This Resolution shall take effect immediately upon its adoption.

**Section 5.** The Secretary of the Board of Directors shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

**APPROVED, SIGNED AND ADOPTED** by the Board of Directors, North County Fire Protection District, County of San Diego, State of California, on this **24**<sup>th</sup> **day of April 2018**, by the following vote:

AYES:		
NOES:		
ABSENT:		
ABSTAIN:		
RECUSED:		

Kenneth Munson, Board President

#### ATTEST:

I HEREBY CERTIFY that the foregoing is a true and correct copy of the resolution duly and regularly adopted by the Board of Directors of the North County Fire Protection District thereof held on the 24<sup>th</sup> day of April 2018, and that the same now appears on record in the Board Secretary's office.

IN WITNESS THEREOF, I hereunto set my hand and affixed by official seal this 24th day of April 2018.

Loren Stephen-Porter, Board Secretary

Love a. Stellette

### Attachment F -

### Community Facilities District No. 2018-01 (Meadowood Maintenance) Rate and Method of Apportionment of Special Tax

# RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX COUNTY OF SAN DIEGO COMMUNITY FACILITIES DISTRICT NO. 2018-01 (MEADOWOOD MAINTENANCE)

A Special Tax as hereinafter defined shall be levied on all Assessor's Parcels within County of San Diego Community Facilities District No. 2018-01 (Meadowood Maintenance), ("CFD No. 2018-01"), other than Assessor's Parcels classified as Exempt Property as defined herein, and collected each Fiscal Year commencing in Fiscal Year 2018-2019, in an amount determined by the CFD Administrator through the application of the procedures described below. All of the real property within CFD No. 2018-01, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent, and in the manner herein provided.

#### A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre or Acreage" means the land area of an Assessor's Parcel, expressed in acres, as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable Final Map, or functionally equivalent map or instrument recorded in the San Diego County Recorder's Office. The square footage of an Assessor's Parcel is equal to the Acreage multiplied by 43,560.

"Act" means the Mello-Roos Communities Facilities Act of 1982 as amended, being Chapter 2.5, Part 1, Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means the following actual or reasonably estimated expenses related to the administration of CFD No. 2018-01: the costs of determining the amount of the levy of Special Taxes, the collection of Special Taxes, including the expenses of collecting delinquencies and pursuing foreclosures, the payment of a proportional share of salaries and benefits of any County employee and County overhead whose duties are directly related to the administration of CFD No. 2018-01, fees and expenses for counsel, audits, costs associated with responding to public inquiries regarding CFD No. 2018-01, and any and all other costs incurred in connection with the administration of CFD No. 2018-01.

"Annual Escalation Factor" means an annual percentage change of two percent (2%).

"Assessor's Parcel" means a lot or parcel shown in an Assessor's Parcel Map with an assigned assessor's parcel number.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by assessor's parcel number.

"Assigned Special Tax" means the annual Special Tax described in Section D below.

"Backup Special Tax" means the Special Tax described in Section E below.

"Base Year" means Fiscal Year beginning July 1, 2018 and ending June 30, 2019.

"Boundary Map" means the map of the boundaries of CFD No. 2018-01 recorded in the San Diego County Recorder's Office.

"Building Permit" means a permit issued for new construction of a residential dwelling. For purposes of this definition, "Building Permit" shall not include permits for construction or

installation of retaining walls, grading, utility improvements, or other such improvements not intended for human habitation.

"CFD Administrator" means an official of the County, or designee thereof, responsible for determining the Special Tax Requirement for Services and providing for the levy and collection of the Special Taxes for CFD No. 2018-01.

"CFD No. 2018-01" means County of San Diego Community Facilities District No. 2018-01 (Meadowood Maintenance) established by the County Board under the Act.

"County" means the County of San Diego.

"County Board" means the Board of Supervisors of the County, acting as the legislative body of CFD No. 2018-01.

"County Services" means those authorized services provided by the County, including but not limited to, the maintenance of public trails, pathways, park and recreation facilities, and drainage facilities that may be funded by CFD No. 2018-01 pursuant to the Act.

"Developed Property" means an Assessor's Parcel of Taxable Property for which a Building Permit was issued on or before May 1 preceding the Fiscal Year for which Special Taxes are being levied.

"Exempt Property" means all Assessor's Parcels within CFD No. 2018-01 that are exempt from the Special Taxes pursuant to the Act or Section H herein.

"Final Map" means a Final Subdivision Map, lot line adjustment, or any other map functionally considered to be an equivalent development map that has been recorded in the San Diego County Recorder's Office.

"Final Subdivision Map" means a subdivision of property creating single family residential buildable lots by recordation of a final subdivision map or parcel map pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.), or recordation of a condominium plan pursuant to California Civil Code Section 4285, that creates individual lots for which building permits may be issued without further subdivision and is recorded prior to May 1 preceding the Fiscal Year in which the Special Tax is being levied.

"Flood Control District" means the San Diego County Flood Control District.

"Flood Control Services" means those authorized services provided by the Flood Control District, including but not limited to, the maintenance and operations of the storm drainage system that may be funded by CFD No. 2018-01 pursuant to the Act, as amended.

"Fire Services" means those authorized services provided by North County Fire Protection District, including but not limited to: fire protection services, suppression services, and emergency medical services that may be funded by CFD No. 2018-01 pursuant to the Act, as amended.

"Fiscal Year" means the period commencing on July 1 of any year and ending the following June 30.

"Land Use Type" means any of the land use types listed in Table 1 through 9 below.

"Maximum Special Tax A" means the maximum Special Tax A determined in accordance with Section C, which may be levied in any Fiscal Year on an Assessor's Parcel of Taxable Property.

"Maximum Special Tax B" means the maximum Special Tax B determined in accordance with Section C, which may be levied in any Fiscal Year on an Assessor's Parcel of Taxable Property.

"Maximum Special Tax C" means the maximum Special Tax C determined in accordance with section C, which may be levied in any Fiscal Year on an Assessor's Parcel of Taxable Property.

"Multi-Family Residential Property" or "MFR Property" means all Assessor's Parcels of Developed Property for which a Building Permit has been issued for purposes of constructing a residential structure consisting of two or more residential units that share common walls, including, but not limited to, duplexes, triplexes, town homes, condominiums, and apartment units. For the purposes of this definition, residential structures built in connection with the recordation of a condominium plan pursuant to California Civil Code 4285, irrespective of whether or not such units share common walls, will be classified as MFR Property.

"Property Owner Association Property" means for each Fiscal Year any property within the boundaries of CFD No. 2018-01 that was owned by, or irrevocably dedicated as indicated in an instrument recorded with the County Recorder to a property owner association, including any master or sub-association, as of May 1.

#### "Proportionately" means:

- For Developed Property, the ratio of the actual Special Tax A levied on Developed Property to the Maximum Special Tax A for Developed Property is equal for all Residential Units of Developed Property, and the ratio of the actual Special Tax B levied on Developed Property to the Maximum Special Tax B for Developed Property is equal for all Residential Units of Developed Property; or where the Developed Backup Special Tax A is being levied, the ratio of the actual Special Tax A levied on Developed Property to the Backup Special Tax A for Developed Property is equal for all Residential Units of Developed Property subject to the Developed Backup Special Tax A; or where the Developed Backup Special Tax B is being levied, the ratio of the actual Special Tax B levied on Developed Property to the Backup Special Tax B for Developed Property is equal for all Residential Units of Developed Property subject to the Developed Backup Special Tax B.
- For Undeveloped Property, the ratio of the actual Special Tax A levied on Undeveloped Property to the Maximum Special Tax A for Undeveloped Property is equal for all Acres of Undeveloped Property, and the ratio of the actual Special Tax B levied on Undeveloped Property to the Maximum Special Tax B for Undeveloped Property is equal for all Acres of Undeveloped Property; or where the Undeveloped Backup Special Tax A is being levied, the ratio of the actual Special Tax A levied on Undeveloped Property to the Undeveloped Backup Special Tax A for Undeveloped Property is equal for all Acres of Undeveloped Property subject to the Undeveloped Backup Special Tax A; or where the Undeveloped Backup Special Tax B is being levied, the ratio of the actual Special Tax B levied on Undeveloped Property to the Undeveloped Backup Special Tax B for Undeveloped Property is equal for all Acres of Undeveloped Property subject to the Undeveloped Property subject to the Undeveloped Backup Special Tax B.

"Public Property" means any property that is owned by, dedicated or irrevocably dedicated to a city, the federal government, the State of California, the County, or any other public agency (each, a "Public Entity"); provided, however, that any such property is leased by such a Public Entity to a private entity and is thereby subject to taxation pursuant to Section 53340.1 of the Act, such leasehold estate shall be classified and taxed according to the use thereof.

"Residential Property" means all Assessor's Parcels of Developed Property within CFD No. 2018-01 for which a Building Permit has been issued for purposes of constructing one or more Residential Unit(s).

"Residential Unit" means any residence in which a person or persons may live, which is not considered to be used for non-residential purposes.

"Services" means those authorized services that may be funded by CFD No. 2018-01 pursuant to the Act, as amended.

"Single-Family Residential Property" or "SFR Property" means an Assessor's Parcel classified as Developed Property for which a Building Permit(s) has been issued for purposes of constructing a single-family residential dwelling unit. For purposes of this definition, condominiums are not classified as SFR Property.

"Special Tax" means, Special Tax A, Special Tax B, and/or Special Tax C, as applicable.

"Special Tax A" means the special tax authorized to be levied within CFD No. 2018-01 pursuant to the Act, to fund the Special Tax Requirement for County Services.

"Special Tax B" means the special tax authorized to be levied within CFD No. 2018-01 pursuant to the Act, to fund the Special Tax Requirement for Flood Control Services.

"Special Tax C" means the special tax authorized to be levied within CFD No. 2018-01 pursuant to the Act, to fund Fire Services.

"Special Tax Requirement for County Services" means the amount, as determined by the CFD Administrator, for any Fiscal Year to: (i) pay the costs of providing County Services during such Fiscal Year, (ii) pay Administrative Expenses associated with Special Tax, (iii) pay incidental expenses related to County Services as authorized pursuant to the Act, (iv) fund an amount equal to a reasonable estimate of delinquencies expected to occur in the Fiscal Year in which Special Tax A will be levied ("Estimated Special Tax Delinquency Amount"), (v) fund an operating reserve for the costs of County Services as determined by the CFD Administrator to the extent the inclusion of such amount does not increase the Special Tax A levy on Undeveloped Property, and (vi) fund the shortfall, if any, in the Special Tax A revenues collected in the preceding Fiscal Year necessary to fund the Special Tax Requirement for County Services, where the shortfall resulted from delinquencies in the payment of Special Taxes that exceeded the Estimated Special Tax Delinquency Amount included in the Special Tax Requirement for County Services.

"Special Tax Requirement for Flood Control Services" means the amount, as determined by the CFD Administrator, for any Fiscal Year to: (i) pay the costs of providing Flood Control Services during such Fiscal Year, (ii) pay incidental expenses related to Flood Control Services as authorized pursuant to the Act, (iii) fund an amount equal to a reasonable estimate of delinquencies expected to occur in the Fiscal Year in which Special Tax B will be levied ("Estimated Special Tax Delinquency Amount"), (iv) fund an operating reserve for the costs of Flood Control Services as determined by the CFD Administrator to the extent the inclusion of such amount does not increase the Special Tax B levy on Undeveloped Property, and (v) fund the shortfall, if any, in the Special Tax B revenues collected in the preceding Fiscal Year necessary to fund the Special Tax Requirement for Flood Control Services, where the shortfall resulted from delinquencies in the payment of Special Taxes that exceeded the Estimated Special Tax Delinquency Amount included in the Special Tax Requirement for Flood Control Services.

"Taxable Property" means all Assessor's Parcels within the boundaries of CFD No. 2018-01 that are within a Zone and not exempt from the Special Tax pursuant to the Act or Section H.

"Undeveloped Property" means an Assessor's Parcel of Taxable Property for which a Building Permit has not been issued on or before May 1 preceding the Fiscal Year for which Special Taxes are being levied.

"Zone" means Zone 1, Zone 2, Zone 3, Zone 4, Zone 5, Zone 6, and/or Zone 7, as applicable.

"Zone 1" means the specific geographic area within CFD No. 2018-01 as depicted on the Boundary Map and as described in Exhibit A herein.

"Zone 2" means the specific geographic area within CFD No. 2018-01 as depicted on the Boundary Map and as described in Exhibit A herein.

"Zone 3" means the specific geographic area within CFD No. 2018-01 as depicted on the Boundary Map and as described in Exhibit A herein.

"Zone 4" means the specific geographic area within CFD No. 2018-01 as depicted on the Boundary Map and as described in Exhibit A herein.

"Zone 5" means the specific geographic area within CFD No. 2018-01 as depicted on the Boundary Map and as described in Exhibit A herein.

"Zone 6" means the specific geographic area within CFD No. 2018-01 as depicted on the Boundary Map and as described in Exhibit A herein.

"Zone 7" means the specific geographic area within CFD No. 2018-01 as depicted on the Boundary Map and as described in Exhibit A herein.

#### B. CLASSIFICATION OF ASSESSOR'S PARCELS

Each Fiscal Year, beginning with Fiscal Year 2018-2019, using the definitions above, each Assessor's Parcel within CFD No. 2018-01 shall be classified by the CFD Administrator as Taxable Property or Exempt Property. In addition, each such Fiscal Year, each Assessor's Parcel of Taxable Property shall be further classified by the CFD Administrator as Developed Property or Undeveloped Property. Lastly, each such Fiscal Year, each Assessor's Parcel of Developed Property shall be further classified by the CFD Administrator as SFR Property or MFR Property. Commencing with Fiscal Year 2018-2019 and for each subsequent Fiscal Year, all Taxable Property shall be subject to the levy of Special Taxes pursuant to Section C below.

In the event an Assessor's Parcel of Taxable Property lies partially within two or more Zones, it shall be taxed by CFD No. 2018-01 according to the Zone in which the majority of the Acreage of such Assessor's Parcel lies.

Further, it should be noted that the entirety of the property located within Zone 3 is reserved as a school site pursuant to County of San Diego Vesting Tentative Map No. 5354 RPL<sup>4</sup>. Should all or a portion of the property in Zone 3 be acquired by a school district (or other public agency) and meets the definition of "Public Property" herein, such property shall be exempt from the levy of Special Taxes pursuant to Section H. If the property in Zone 3 is not acquired by the school district, it may be developed with Residential Units pursuant to underlying residential land use entitlements.

#### C. MAXIMUM ANNUAL SPECIAL TAXES

#### 1. Developed Property

Each Fiscal Year commencing in the Base Year, each Assessor's Parcel of Developed Property shall be subject to Special Tax A, Special Tax B, and Special Tax C.

The Maximum Special Tax A for each Assessor's Parcel classified as Developed Property in any Fiscal Year shall be the amount determined by the greater of (i) the application of the

Assigned Special Tax set forth in Section D.1 or (ii) the application of the Developed Backup Special Tax set forth in Section E.1.

The Maximum Special Tax B for each Assessor's Parcel classified as Developed Property in any Fiscal Year shall be the amount determined by the greater of (i) the application of the Assigned Special Tax set forth in Section D.1 or (ii) the application of the Developed Backup Special Tax set forth in Section E.3.

The Maximum Special Tax C for each Assessor's Parcel classified as Developed Property in any Fiscal Year shall be the amount set forth in Table 1 below

TABLE 1

DEVELOPED PROPERTY

BASE YEAR MAXIMUM SPECIAL TAX C RATES FOR ALL ZONES

Land Use Type	Maximum Special Tax C
SFR Property	\$287 per Residential Unit
MFR Property	\$186 per Residential Unit

For each subsequent Fiscal Year following the Base Year, the Maximum Special Tax C rate shall be increased from the Maximum Special Tax C rate in effect for the prior Fiscal Year by the Annual Escalation Factor.

#### 2. Undeveloped Property

Each Fiscal Year commencing in the Base Year, each Assessor's Parcel classified as Undeveloped Property shall be subject to Special Tax A and Special Tax B.

The Maximum Special Tax A for each Assessor's Parcel classified as Undeveloped Property in any Fiscal Year shall be the amount determined by the greater of (i) the application of the Assigned Special Tax set forth in Section D.2 or (ii) the application of the Undeveloped Backup Special Tax set forth in Section E.2.

The Maximum Special Tax B for each Assessor's Parcel classified as Undeveloped Property in any Fiscal Year shall be the amount determined by the greater of (i) the application of the Assigned Special Tax set forth in Section D.2 or (ii) the application of the Undeveloped Backup Special Tax set forth in Section E.4.

Undeveloped Property is not subject to the levy of Special Tax C.

#### 3. Multiple Land Uses

In some instances, an Assessor's Parcel may contain both Undeveloped Property and Developed Property. Furthermore, Developed Property may contain more than one Land Use Type.

In such cases, the Acreage of the Assessor's Parcel shall be allocated between Developed Property and Undeveloped Property based the portion of the Assessor's Parcel for which

CFD No. 2018-01

Page-131

building permits had been issued prior to May 1 of the prior Fiscal Year and portion of the Assessor's Parcel for which building permits had not been issued prior to May 1 of the prior Fiscal Year. The Acreage that is considered Developed Property shall be allocated between SFR Property and MFR Property based on the applicable Final Map or site plan. The Maximum Special Tax A and Maximum Special Tax B that can be levied on such Assessor's Parcel shall be the sum of the Maximum Special Tax A and Maximum Special Tax B, respectively, that can be levied on each type of property located on that Assessor's Parcel.

The CFD Administrator's allocation to each type of property shall be final.

#### D. ASSIGNED SPECIAL TAXES

#### 1. Developed Property

For each Zone, the original number of planned Residential Units as well as the Assigned Special Tax A and Assigned Special Tax B for Developed Property for the Base Year are shown below in Tables 2 through 8 below.

TABLE 2

DEVELOPED PROPERTY
ASSIGNED SPECIAL TAX A AND ASSIGNED SPECIAL TAX B
BASE YEAR RATES FOR ZONE 1

Land Use Type	Original Number of Planned Residential Units	Assigned Special Tax A	Assigned Special Tax B
SFR Property	117	\$466 per Residential Unit	\$295 per Residential Unit
MFR Property	N/A	N/A	N/A

TABLE 3

DEVELOPED PROPERTY
ASSIGNED SPECIAL TAX A AND ASSIGNED SPECIAL TAX B
BASE YEAR RATES FOR ZONE 2

Land Use Type	Original Number of Planned Residential Units	Assigned Special Tax A	Assigned Special Tax B
SFR Property	47	\$466 per Residential Unit	\$295 per Residential Unit
MFR Property	N/A	N/A	N/A

TABLE 4

## DEVELOPED PROPERTY ASSIGNED SPECIAL TAX A AND ASSIGNED SPECIAL TAX B BASE YEAR RATES FOR ZONE 3

Land Use Type	Original Number of Planned Residential Units	Assigned Special Tax A	Assigned Special Tax B
SFR Property	42*	\$466 per Residential Unit	\$295 per Residential Unit
MFR Property	N/A	N/A	N/A

<sup>\*</sup>Assumes the property is not acquired by school district.

#### TABLE 5

## DEVELOPED PROPERTY ASSIGNED SPECIAL TAX A AND ASSIGNED SPECIAL TAX B BASE YEAR RATES FOR ZONE 4

Land Use Type	Original Number of Planned Residential Units	Assigned Special Tax A	Assigned Special Tax B
SFR Property	N/A	N/A	N/A
MFR Property	316	\$349 per Residential Unit	\$221 per Residential Unit

#### TABLE 6

## DEVELOPED PROPERTY ASSIGNED SPECIAL TAX A AND ASSIGNED SPECIAL TAX B BASE YEAR RATES FOR ZONE 5

Land Use Type	Original Number of Planned Residential Units	Assigned Special Tax A	Assigned Special Tax B
SFR Property	114	\$466 per Residential Unit	\$295 per Residential Unit
MFR Property	N/A	N/A	N/A

# TABLE 7 DEVELOPED PROPERTY ASSIGNED SPECIAL TAX A AND ASSIGNED SPECIAL TAX B BASE YEAR RATES FOR ZONE 6

Land Use Type	Original Number of Planned Residential Units	Assigned Special Tax A	Assigned Special Tax B
SFR Property	167	\$466 per Residential Unit	\$295 per Residential Unit
MFR Property	N/A	N/A	N/A

# TABLE 8 DEVELOPED PROPERTY ASSIGNED SPECIAL TAX A AND ASSIGNED SPECIAL TAX B BASE YEAR RATES FOR ZONE 7

Land Use Type	Original Number of Planned Residential Units	Assigned Special Tax A	Assigned Special Tax B
SFR Property	80	\$466 per Residential Unit	\$295 per Residential Unit
MFR Property	N/A	N/A	N/A

For each subsequent Fiscal Year following the Base Year, Assigned Special Tax A and Assigned Special Tax B rates for each zone shall be increased from the Assigned Special Tax A and Assigned Special Tax B rates for each zone in effect for the prior Fiscal Year by the Annual Escalation Factor.

#### 2. Undeveloped Property

For each Zone, the Assigned Special Tax A and Assigned Special Tax B for the Base Year and the original anticipated taxable Acreage is shown in Table 9. There shall be no levy of Special Tax C on Undeveloped Property.

#### TABLE 9

# UNDEVELOPED PROPERTY BASE YEAR ASSIGNED SPECIAL TAX A AND ASSIGNED SPECIAL TAX B RATES

#### Original Assigned Assigned Zone Land Use Type Taxable Special Tax A Special Tax B Acreage Zone 1 Undeveloped Property 3.15 \$6,948 per Acre \$4,394 per Acre Zone 2 Undeveloped Property 7.37 \$7,398 per Acre \$4,679 per Acre Zone 3 Undeveloped Property 2.36\* \$8,264 per Acre \$5,226 per Acre \$13,592 per Zone 4 Undeveloped Property 8.12 \$8,595 per Acre Acre Zone 5 Undeveloped Property 16.28 \$3,263 per Acre \$2,063 per Acre Zone 6 Undeveloped Property 24.57 \$3,167 per Acre \$2,003 per Acre Zone 7 Undeveloped Property 11.74 \$3,175 per Acre \$2,008 per Acre

For each subsequent Fiscal Year following the Base Year, Assigned Special Tax A and Assigned Special Tax B rates for each zone shall be increased from the Assigned Special Tax A and Assigned Special Tax B rates for each zone in effect for the prior Fiscal Year by the Annual Escalation Factor.

#### 3. Exempt Property

No Special Tax shall be levied on Exempt Property as defined in Section H.

For each Fiscal Year, if the use or ownership of an Assessor's Parcel of Exempt Property changes so that such Assessor's Parcel is no longer classified as one of the uses set forth in Section H, therefore making such Assessor's Parcel no longer eligible to be classified as Exempt Property, such Assessor's Parcel shall be deemed to be Taxable Property and shall be taxed pursuant to the provisions of Section C and Section D.

#### E. BACKUP SPECIAL TAX

If a Final Map is subsequently changed, modified, or superseded by a new or amended recorded Final Map, and only if the CFD Administrator determines such a change or modification results in a decrease in the number of planned Residential Units, or a reduction in taxable Acreage within such new Final Map, from those shown in Tables 1 through 9 (as applicable), then for all subsequent Fiscal Years, the Backup Special Tax A shall be calculated pursuant to sections E.1 and E.2 below and the Backup Special Tax B shall be calculated pursuant to sections E.3 and E.4 below.

<sup>\*</sup>Assumes the property is not acquired by school district.

#### 1. Developed Backup Special Tax A

The Developed Backup Special Tax A for Developed Property within the Final Map shall be the Special Tax per Residential Unit calculated according to the following formula:

SFR Property:

Developed Backup Special Tax per Residential Unit =

(A SFR X B SFR)/C SFR

MFR Property:

Developed Backup Special Tax per Residential Unit =

 $(A_{MFR} \times B_{MFR})/C_{MFR}$ 

Where:

A = Assigned Special Tax A per Residential Unit for the applicable Zone

B = Original number of planned Residential Units within such Final Map

C = Amended Number of Total Residential Units within such Final Map

For each subsequent Fiscal Year following the Base Year, Developed Backup Special Tax A rates shall be increased from the Developed Backup Special Tax A rates in effect for the prior Fiscal Year by the Annual Escalation Factor.

#### 2. Undeveloped Backup Special Tax A

Each Fiscal Year commencing in the Base Year, each Assessor's Parcel of Undeveloped Property shall be subject to an Undeveloped Backup Special Tax A. The Undeveloped Backup Special Tax A for Undeveloped Property within the Final Map shall be the amount per Acre calculated according to the following formula:

Undeveloped Backup Special Tax per Acre = (W x Y)/Z

Where:

W = Assigned Special Tax A per Acre for the applicable Zone

Y = Original Taxable Acreage within such Final Map

Z = Amended Taxable Acreage within such Final Map

For each subsequent Fiscal Year following the Base Year, the Undeveloped Backup Special Tax A shall be increased from the Backup Special Tax A rates in effect for the prior Fiscal Year by the Annual Escalation Factor.

#### 3. Developed Backup Special Tax B

The Developed Backup Special Tax B for Developed Property within the Final Map shall be the Special Tax per Residential Unit calculated according to the following formula:

SFR Property:

Developed Backup Special Tax per Residential Unit =

 $(\mathbf{D}_{SFR} \times \mathbf{B}_{SFR})/\mathbf{C}_{SFR}$ 

MFR Property:

#### Developed Backup Special Tax per Residential Unit =

 $(D_{MFR} \times B_{MFR})/C_{MFR}$ 

Where:

**D** = Assigned Special Tax B per Residential Unit for the applicable Zone

B = Original number of planned Residential Units within such Final Map

C = Amended Number of Total Residential Units within such Final Map.

For each subsequent Fiscal Year following the Base Year, Developed Backup Special Tax B rates shall be increased from the Developed Backup Special Tax B rates in effect for the prior Fiscal Year by the Annual Escalation Factor.

#### 4. Undeveloped Backup Special Tax B

Each Fiscal Year commencing in the Base Year, each Assessor's Parcel of Undeveloped Property shall be subject to an Undeveloped Backup Special Tax B. The Undeveloped Backup Special Tax B for Undeveloped Property within the Final Map shall be the amount per Acre calculated according to the following formula:

Undeveloped Backup Special Tax per Acre =  $(X \times Y)/Z$ 

Where:

X = Assigned Special Tax B per Acre for the applicable Zone

Y = Original Taxable Acreage within such Final Map

**Z** = Amended Taxable Acreage within such Final Map

For each subsequent Fiscal Year following the Base Year, the Undeveloped Backup Special Tax B shall be increased from the Backup Special Tax B rates in effect for the prior Fiscal Year by the Annual Escalation Factor.

#### F. METHOD OF APPORTIONMENT OF SPECIAL TAX

#### 1. Special Tax A

Commencing in the Base Year and for each subsequent Fiscal Year, the CFD Administrator shall levy Special Tax A on all Taxable Property until the total amount of Special Tax A levied equals the Special Tax Requirement for County Services in accordance with the following steps:

Step One: The Special Tax A shall be levied Proportionately on each Assessor's Parcel

of Developed Property up to 100% of the applicable Assigned Special Tax A

to satisfy the Special Tax Requirement for County Services.

Step Two: If additional monies are needed to satisfy the Special Tax Requirement for

County Services after the first step has been completed, the Special Tax A shall be levied Proportionately on each Acre of Undeveloped Property up to 100% of the applicable Assigned Special Tax A for Undeveloped Property as

needed to satisfy the Special Tax Requirement for County Services.

Step Three: If additional monies are needed to satisfy the Special Tax Requirement for

County Services after the first two steps have been completed, and if a

changed or amended Final Map has been recorded that necessitates the calculation of a Backup Special Tax, then for each Assessor's Parcel of Developed Property whose Maximum Special Tax is equal to the Backup Special Tax, those parcels' Special Tax shall be increased Proportionately up to 100% of the Backup Special Tax as needed to satisfy the Special Tax Requirement for County Services.

Step Four:

If additional monies are needed to satisfy the Special Tax Requirement for County Services after the first three steps have been completed, and if a changed or amended Final Map has been recorded that necessitates the calculation of a Backup Special Tax, then for each Assessor's Parcel of Undeveloped Property whose Maximum Special Tax is equal to the Backup Special Tax, those parcels' Special Tax shall be increased Proportionately up to 100% of the Backup Special Tax as needed to satisfy the Special Tax Requirement for County Services.

#### 2. Special Tax B

Commencing in the Base Year and for each subsequent Fiscal Year, the CFD Administrator shall levy Special Tax B on all Taxable Property until the total amount of Special Tax B levied equals the Special Tax Requirement for Flood Control Services in accordance with the following steps:

Step One:

The Special Tax B shall be levied Proportionately on each Assessor's Parcel of Developed Property up to 100% of the applicable Assigned Special Tax B to satisfy the Special Tax Requirement for Flood Control Services.

Step Two:

If additional monies are needed to satisfy the Special Tax Requirement for Flood Control Services after the first step has been completed, the Special Tax B shall be levied Proportionately on each Acre of Undeveloped Property up to 100% of the applicable Assigned Special Tax B for Undeveloped Property as needed to satisfy the Special Tax Requirement for Flood Control Services.

Step Three:

If additional monies are needed to satisfy the Special Tax Requirement for Flood Control Services after the first two steps have been completed, and if a changed or amended Final Map has been recorded that necessitates the calculation of a Backup Special Tax, then for each Assessor's Parcel of Developed Property whose Maximum Special Tax is equal to the Backup Special Tax, those parcels' Special Tax shall be increased Proportionately up to 100% of the Backup Special Tax as needed to satisfy the Special Tax Requirement for Flood Control Services.

Step Four:

If additional monies are needed to satisfy the Special Tax Requirement for Flood Control Services after the first three steps have been completed, and if a changed or amended Final Map has been recorded that necessitates the calculation of a Backup Special Tax, then for each Assessor's Parcel of Undeveloped Property whose Maximum Special Tax is equal to the Backup Special Tax, those parcels' Special Tax shall be increased Proportionately up to 100% of the Backup Special Tax as needed to satisfy the Special Tax Requirement for Flood Control Services.

#### 3. Special Tax C

Commencing in the Base Year and for each subsequent Fiscal Year, the CFD Administrator shall levy a Special Tax C on all Developed Property of CFD No. 2018-01 in an amount equal to 100% of the applicable Maximum Special Tax C to fund Fire Services.

There shall be no levy of Special Tax C on Undeveloped Property.

Notwithstanding any provision of this Section F to the contrary, under no circumstances will the Special Tax A, Special Tax B, or Special Tax C levied in any Fiscal Year against any Assessor's Parcel of Residential Property for which an occupancy permit for private residential use has been issued be increased as a result of a delinquency or default in the payment of Special Taxes applicable to any other Assessor's Parcel within CFD No. 2018-01 by more than ten percent (10%) above what would have been levied in the absence of such delinquencies or defaults.

#### G. PREPAYMENT OF SPECIAL TAX

#### Special Tax A

Special Tax A is levied for the purpose of financing ongoing County Services and therefore may not be prepaid.

#### 2. Special Tax B

Special Tax B is levied for the purpose of financing ongoing Flood Control Services and therefore may not be prepaid.

#### 3. Special Tax C

Special Tax C is levied for the purpose of financing ongoing Fire Services and therefore may not be prepaid.

#### H. EXEMPTIONS

The County Board shall classify as Exempt Property: (i) Public Property, (ii) Property Owner Association Property, (iii) Assessor's Parcels with public or utility easements making impractical their utilization for other than the purposes set forth in the easement, including but not limited to property designated for drainage, open space, trails, pathways, parks or park and recreation related facilities, (iv) property reasonably designated by the County or CFD Administrator as Exempt Property due to deed restrictions, conservation easement, or similar factors, and (v) property not located within a Zone.

#### I. APPEALS

Any property owner claiming that the amount or application of the Special Tax A, Special Tax B, or Special Tax C is not correct may file a written notice of appeal with the CFD Administrator not later than twelve months after having paid the first installment of the Special Tax A, Special Tax B, or Special Tax C that is disputed. The CFD Administrator shall promptly review the appeal, and if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax A, Special Tax B, or Special Tax C, and rule on the appeal. If the decision of the CFD Administrator requires that the Special Tax A, Special Tax B, or Special Tax C for an

Assessor's Parcel be modified or changed in favor of the property owner, a cash refund shall not be made but an adjustment shall be made to the Special Tax A, Special Tax B, and/or Special Tax C on that Assessor's Parcel in the subsequent Fiscal Year(s) to compensate for the overpayment of Special Tax A, Special Tax B, and/or Special Tax C.

#### J. MANNER OF COLLECTION

The annual Special Taxes shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that the Special Taxes may be billed and collected at a different time or in a different manner if necessary to meet the financial obligations of CFD No. 2018-01.

#### K. INTERPRETATION, APPLICATION, AND AMENDMENTS

The County Board or designee thereof shall interpret this Rate and Method of Apportionment of Special Tax ("RMA") for purposes of clarifying any ambiguities and make determinations relative to the administration of the Special Taxes and any landowner appeals. The decision of the County Board or designee shall be final.

Without County Board approval, the CFD Administrator may make minor, non-substantive administrative and technical changes to the provisions of this RMA that do not materially affect the rate, method of apportionment, or manner of collection of the Special Taxes for purposes of administrative efficiency or convenience or to comply with new applicable federal, state, or local law.

Further, it may become necessary to amend this RMA and/or Boundary to address changes made to County of San Diego Vesting Tentative Tract Map No. 5354 RPL4 (or a related Final Map) and/or associated public facilities engineering plans, subsequent to the date CFD No. 2018-01 was established. In such case, upon written request of an owner (or owners) of land in CFD No. 2018-01 that is not a Developed Property, the County may amend this RMA and/or the Boundary Map, in any manner acceptable to the County, without Resolution or Ordinance of the County Board, in order to effectuate changes to Special Taxes or Zone boundaries, upon the affirmative written consent of such owner(s) and without the noticing or consent of owners of any other parcels in CFD No. 2018-01, provided such amendment (i) only affects the requesting owner's parcel(s) and does not reduce the total maximum annual Special Tax revenue attributable to the parcels affected and (ii) does not add or remove territory from the boundaries of CFD No. 2018-01. A certificate in substantially the form attached hereto as Exhibit B shall be used for purposes of effectuating any such amendments pursuant to this paragraph. The amendments permitted pursuant to this paragraph shall be reflected in an amended Notice of Special Tax Lien and/or amended Boundary Map, as applicable, which the County shall cause to be recorded. The property owner(s) that requested the amendment shall bear the costs to prepare and record the required documents. Prior to approval of an amendment pursuant to this paragraph, the County may require a deposit from the requesting property owner(s) for the estimated costs to carry out the amendment.

#### L. TERM OF SPECIAL TAXES

Taxable Property shall remain subject to the Special Tax A, Special Tax B, and Special Tax C in perpetuity or until the County Board takes appropriate actions to terminate the Special Tax A, Special Tax B, and/or Special Tax C pursuant to the Act.

#### **EXHIBIT A**

#### Legal Description of Each Zone

Those portions of Fractional Section 36, Township 9 South, Range 3 West, San Bernardino Base and Meridian, in the County of San Diego, state of California, according to the Official Plat thereof, together with a portion of Rancho Monserate, according to Map No. 827 on File in the Office of the Recorder of San Diego County, also being described as Parcels 1A and 2A in Grant Deed to Pardee Homes per Document No. 2007-0673087, recorded October 19, 2007 of Official Records of said County, and as shown on Record of Survey No. 21755, filed June 27, 2014 in the Office of said County Recorder, more particularly described as follows:

#### ZONE 1

Beginning at the Southwest corner of said Parcel 2A, also being the Southeast corner of County of San Diego Tract No. 5338-2, according to Map thereof No. 16183, recorded March 28, 2017 of Official Records of said County;

Thence along the Westerly boundary of said Parcel 2A North 03°49'37" West 915.66 feet to a point herein referred to as **Point 'A'**;

Thence leaving said Westerly line North 46°48'10" East 12.03 feet to the beginning of a tangent 1,161.00 foot radius curve concave Southeasterly;

Thence Northeasterly along the arc of said curve through a central angle of 12°21'26" a distance of 250.40 feet to the beginning of a 2,000.00 foot radius compound curve concave Southeasterly;

Thence Northeasterly along the arc of said curve through a central angle of 01°38'58" a distance of 57.58 feet to the beginning of a 1,158.00 foot radius compound curve concave Southeasterly;

Thence Northeasterly along the arc of said curve through a central angle of 11°16'38" a distance of 227.92 feet;

Thence North 72°05'12" East 39.24 feet to the beginning of a tangent 10.00 foot radius curve concave Southerly;

Thence Northeasterly, Easterly and Southeasterly along the arc of said curve through a central angle of 45°52'20" a distance of 8.01 feet;

Thence South 62°02'28" East 12.23 feet to the beginning of a tangent 10.00 foot radius curve concave Southwesterly;

Thence Southeasterly along the arc of said curve through a central angle of 46°03'24" a distance of 8.04 feet to the Westerly right-of-way line of Horse Ranch Creek Road, 106 feet wide, as granted an Easement for County Highway per Document No. 2011-0017038, recorded January 10, 2011 of Official Records of said County, also being on a 1847.00 foot radius compound curve concave Southwesterly;

Thence along said Westerly right-of-way line the following courses:

Southeasterly along the arc of said curve through a central angle of 00°02'23" a distance of 1.28 feet;

Thence South 15°59'04" East 412.40 feet to the beginning of a tangent 1,797.00 foot radius curve concave Southwesterly;

Thence Southeasterly along the arc of said curve through a central angle of 01°05'24" a distance of 34.19 feet;

Thence South 14°53'40" East 410.16 feet to the beginning of a tangent 1,903.00 foot radius curve concave Northeasterly;

Thence Southeasterly along the arc of said curve through a central angle of 02°38'35" a distance of 87.79 feet;

Thence South 17°32'15" East 172.69 feet to the beginning of a tangent 50.00 foot radius curve concave Northwesterly;

Thence Southeasterly, Southerly and Southwesterly along the arc of said curve through a central angle of 93°34'04" a distance of 81.65 feet to the Northerly right-of-way line of State Route 76 (Pala Road) as granted to the State of California per Document No. 2008-0403486, recorded July 29, 2008 of Official Records of said County, also being on a 1,722.44 foot radius compound curve concave Northerly;

Thence leaving said Westerly right-of-way line, along said Northerly right-of-way line the following courses:

Westerly along the arc of said curve through a central angle of 03°01'32" a distance of 90.95 feet;

Thence North 15°10'18" West 21.89 feet:

Thence South 82°49'42" West 51.00 feet;

Thence South 05°10'18" East 21.00 feet;

Thence South 39°49'42" West 5.21 feet to a non-tangent 1,722.44 foot radius curve concave Northerly, a radial line to said curve bears South 08°59'33" East;

Thence Westerly along the arc of said curve through a central angle of 04°24'59" a distance of 132.77 feet;

Thence North 04°34'34" West 6.56 feet;

Thence South 85°25'26" West 124.55 feet to a point on the Southerly boundary of said Parcel 2A;

Thence along said Southerly boundary South 89°26'46" West 332.83 feet to the **Point of Beginning**.

Said parcel contains 732,991 square feet or 16.83 acres, more or less.

#### ZONE 2

Commencing at the above described Point 'A';

Thence along the Westerly boundary of said Parcel 2A North 03°49'37" West 95.11 feet to the **Point of Beginning**;

Thence continuing North 03°49'37" West 1,339.60 feet to said Westerly right-of-way line of Horse Ranch Creek Road, 106 feet wide, also being on a non-tangent 2,453.00 foot radius curve concave Northeasterly, a radial line to said curve bears South 60°39'22" West;

Thence leaving said Westerly boundary, Southeasterly along said Westerly right-of-way line and the arc of said curve through a central angle of 01°57'35" a distance of 83.90 feet;

Thence South 31°18'13" East 738.84 feet to the beginning of a tangent 1,847.00 foot radius curve concave Southwesterly;

Thence Southeasterly along the arc of said curve through a central angle of 11°29'21" a distance of 370.37 feet to the beginning of a 10.00 foot radius compound curve concave Westerly;

Thence leaving said Westerly right-of-way line, Southeasterly, Southerly and Southwesterly along the arc of said curve through a central angle of 45°40'01" a distance of 7.97 feet;

Thence South 25°51'09" West 12.07 feet to the beginning of a tangent 10.00 foot radius curve concave Northwesterly;

Thence Southwesterly along the arc of said curve through a central angle of 46°14'03" a distance of 8.07 feet;

Thence South 72°05'12" West 39.40 feet to the beginning of a tangent 1,242.00 foot radius curve concave Southeasterly;

Thence Southwesterly along the arc of said curve through a central angle of 12°25'35" a distance of 269.37 feet to the beginning of a 1,000.00 foot radius compound curve concave Southeasterly;

Thence Southwesterly along the arc of said curve through a central angle of 07°06'32" a distance of 124.07 feet to the beginning of a 1,239.00 foot radius compound curve concave Southeasterly;

Thence Southwesterly along the arc of said curve through a central angle of 06°01'10" a distance of 130.17 feet to the **Point of Beginning**.

Said parcel contains 353,517 square feet or 8.12 acres, more or less.

#### ZONE 3

**Beginning** at an angle point in the Easterly boundary of said Parcel 2A, also being the Northwest corner of Parcel A in Exhibit B "Adjacent Property" per said Document No. 2007-0673087;

Thence along said Easterly boundary the following courses:

South 25°34'57" East 251.25 feet to the beginning of a tangent 170.00 foot radius curve concave Westerly;

Thence Southeasterly, Southerly and Southwesterly along the arc of said curve through a central angle of 37°23'00" a distance of 110.92 feet;

Thence South 11°48'03" West 248.63 feet to the beginning of a tangent 230.00 foot radius curve concave Easterly;

Thence Southerly along the arc of said curve through a central angle of 08°02'00" a distance of 32.25 feet;

Thence South 03°46'03" West 665.08 feet to the beginning of a tangent 230.00 foot radius curve concave Easterly;

Thence Southerly along the arc of said curve through a central angle of 24°46'00" a distance of 99.42 feet;

Thence South 20°59'57" East 174.56 feet to the beginning of a tangent 170.00 foot radius curve concave Westerly;

Thence Southerly along the arc of said curve through a central angle of 10°19'48" a distance of 30.65 feet;

Thence South 10°40'09" East 79.46 feet to the Easterly right-of-way line of said Horse Ranch Creek Road, 106 feet wide, also being on a non-tangent 1,953.00 foot radius curve concave Southwesterly, a radial line to said curve bears North 59°49'08" East;

Thence leaving said Easterly boundary, Northwesterly along said Easterly right-of-way line and the arc of said curve through a central angle of 01°07'21" a distance of 38.26 feet;

Thence North 31°18'13" West 738.84 feet to the beginning of a tangent 2,347.00 foot

radius curve concave Northeasterly;

Thence Northwesterly along the arc of said curve through a central angle of 04°36'29" a distance of 188.76 feet;

Thence North 26°41'44" West 511.73 feet to the beginning of a tangent 10.00 foot radius curve concave Easterly;

Thence leaving said Easterly right-of-way line, Northwesterly, Northerly and Northeasterly along the arc of said curve through a central angle of 45°00'00" a distance of 7.85 feet;

Thence North 18°18'16" East 11.91 feet to the beginning of a tangent 10.00 foot radius curve concave Southeasterly;

Thence Northeasterly along the arc of said curve through a central angle of 45°00'00" a distance of 7.85 feet;

Thence North 63°18'16" East 129.85 feet to the beginning of a tangent 22.00 foot radius concave Southerly;

Thence Northeasterly, Easterly and Southeasterly along the arc of said curve through a central angle of 45°21'21" a distance of 17.42 feet to the beginning of a 52.00 foot radius reverse curve concave Northwesterly;

Thence Southeasterly, Easterly, Northeasterly, Northerly and Northwesterly along the arc of said curve through a central angle of 141°42'00" a distance of 128.60 feet;

Thence North 64°12'41" East 444.72 feet to the **Point of Beginning**.

Said parcel contains 551,457 square feet or 12.66 acres, more or less.

#### **ZONE 4**

**Beginning** at the Northwest corner of said Parcel 1A, also being an angle point in Lot 148 of County of San Diego Tract No. 5338-2, according to Map thereof No. 16183, recorded March 28, 2017 of Official Records of said County;

Thence along the Northerly boundary of said Parcel 1A North 65°22'48" East 681.61 feet:

Thence leaving said Northerly boundary South 89°56'57" East 13.90 feet;

Thence South 28°18'09" East 17.36 feet;

Thence South 15°11'08" East 60.02 feet;

Thence South 10°46'07" East 33.86 feet;

Thence South 30°50'45" East 50.06 feet;

Thence South 15°42'43" East 10.17 feet;

Thence South 35°43'08" East 71.84 feet;

Thence South 35°56'54" East 62.41 feet;

Thence South 35°38'23" East 62.02 feet;

Thence South 37°08'41" East 63.18 feet; Thence South 36°29'39" East 61.83 feet;

Thence South 20°30'35" East 64.72 feet;

Thence South 33°27'02" West 56.50 feet;

Thence South 31°03'01" West 72.40 feet;

Thence South 30°32'56" West 69.89 feet;

Thence South 13°22'07" East 64.54 feet; Thence South 18°27'14" East 59.41 feet:

Thence South 58°57'37" East 58.76 feet;

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Thence South 60°49'23" East 68.04 feet:
Thence North 88°01'38" East 41.22 feet;
Thence North 61°49'20" East 39.47 feet:
Thence South 31°48'27" East 49.25 feet;
Thence South 47°44'03" West 88.28 feet:
Thence South 02°48'56" East 148.07 feet:
Thence South 52°19'27" East 117.44 feet;
Thence South 01°55'40" West 61.47 feet:
Thence South 82°18'50" West 55.32 feet;
Thence South 48°59'38" West 78.98 feet;
Thence South 26°27'31" West 18.96 feet;
Thence South 26°33'10" West 52.63 feet;
Thence South 00°43'37" East 49.28 feet;
Thence South 17°31'27" East 59.89 feet:
Thence South 35°35'57" East 38.70 feet:
Thence South 40°58'24" East 114.86 feet;
Thence South 28°43'31" East 180.00 feet:
Thence South 27°55'03" East 58.30 feet;
Thence South 26°44'04" East 112.94 feet;
Thence South 26°28'11" East 20.98 feet;
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Thence South 63°15'56" West 27.11 feet to the beginning of a tangent 270.00 foot radius curve concave Northerly;

Thence Southwesterly, Westerly and Northwesterly along the arc of said curve through a central angle of 35°08'17" a distance of 165.58 feet;

Thence North 81°35'47" West 348.95 feet:

Thence North 80°00'33" West 216.61 feet to the beginning of a tangent 336.00 foot radius curve concave Southerly;

Thence Northwesterly, Westerly and Southwesterly along the arc of said curve through a central angle of 35°08'18" a distance of 206.06 feet;

Thence South 63°17'21" West 73.35 feet:

Thence North 65°21'53" West 25.62 feet to the Easterly right-of-way line of said Horse Ranch Creek Road, 106 feet wide;

Thence along said Easterly right-of-way line North 26°41'44" West 425.50 feet to a point on the Westerly boundary of said Parcel 1A;

Thence along said Westerly boundary North 00°02'58" East 1,210.28 feet to the **Point of Beginning**.

Said parcel contains 1,614,385 square feet or 37.06 acres, more or less.

#### ZONE 5

**Beginning** at an angle point in the Easterly boundary of said Parcel 2A, also being the Northwest corner of Parcel A in Exhibit B "Adjacent Property" per said Document No. 2007-0673087;

Thence South 64°12'41" West 63.07 feet;

Thence North 47°48'56" West 68.74 feet;

Thence North 66°49'23" West 678.56 feet to the beginning of a non-tangent 150.00 foot radius curve concave Southerly, a radial line to said curve bears North 05°01'01" East; Thence Northwesterly, Westerly and Southwesterly along the arc of said curve through

a central angle of 34°30'27" a distance of 90.34 feet;

Thence South 60°30'34" West 67.01 feet to the beginning of a tangent 20.00 foot radius curve concave Easterly;

Thence Southwesterly, Southerly and Southeasterly along the arc of said curve through a central angle of 87°12'18" a distance of 30.44 feet to the Easterly right-of-way line of said Horse Ranch Creek Road, 106 feet wide;

Thence along said Easterly right-of-way line North 26°41'44" West 137.82 feet;

Thence leaving said Easterly right-of-way line South 65°21'53" East 25.62 feet;

Thence North 63°17'21" East 73.35 feet to the beginning of a tangent 336.00 foot radius curve concave Southerly;

Thence Northeasterly, Easterly and Southeasterly along the arc of said curve through a central angle of 35°08'18" a distance of 206.06;

Thence South 80°00'33" East 216.61 feet;

Thence South 81°35'47" East 348.95 feet to the beginning of a tangent 270.00 foot radius curve concave Northerly;

Thence Southeasterly, Easterly and Northeasterly along the arc of said curve through a central angle of 35°08'17" a distance of 165.58 feet;

Thence North 63°15'56" East 27.11 feet;

Thence North 26°28'11" West 20.98 feet;

Thence North 26°44'04" West 112.94 feet;

Thence North 27°55'03" West 58.30 feet;

Thence North 28°43'31" West 180.00 feet;

Thence North 40°58'24" West 114.86 feet:

Thence North 35°35'57" West 38.70 feet;

Thence North 17°31'27" West 59.89 feet;

Thence North 00°43'37" West 49.28 feet:

Thence North 26°33'10" East 52.63 feet:

Thence North 26°27'31" East 18.96 feet:

Thence North 48°59'38" East 78.98 feet:

Thence North 82°18'50" East 55.32 feet;

Thence North 01°55'40" East 61.47 feet:

Thence North 75°48'09" East 101.43 feet;

Thence North 31°36'54" East 170.14 feet:

Thence North 68°22'33" East 93.54 feet:

Thence South 81°08'35" East 141.08 feet;

Thence Sould of 00 33 East 141.00 feet

Thence North 58°20'09" East 88.11 feet;

Thence North 04°24'43" East 56.62 feet;

Thence North 60°45'18" East 128.61 feet;

Thence North 89°09'23" East 486.06 feet;

Thence South 86°28'06" East 56.00 feet;

Thence North 03°31'54" East 13.55 feet:

Thence South 86°28'06" East 250.26 feet;

Thence South 80°20'27" East 61.37 feet;

Thence North 87°41'26" East 54.61 feet:

Thence South 85°35'21" East 105.84 feet:

Thence South 08°18'31" West 32.41 feet:

Thence South 50°33'49" West 64.42 feet:

Thence North 86°28'06" West 172.51 feet:

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Thence South 63°57'22" West 142.94 feet;
Thence South 22°48'24" West 49.30 feet;
Thence South 67°11'36" East 119.91 feet;
Thence South 89°50'55" East 167.36 feet;
Thence South 73°16'42" East 204.36 feet:
Thence South 23°46'00" East 112.83 feet;
Thence South 40°24'41" East 137.37 feet;
Thence South 86°43'57" East 133.31 feet;
Thence South 70°50'20" East 138.52 feet to a point on said Easterly boundary of Parcel
2A:
Thence along said Easterly boundary South 44°12'03" West 509.00 feet;
Thence leaving said Easterly boundary North 45°12'43" West 158.56 feet;
Thence North 33°27'32" West 82.58 feet:
Thence South 61°25'03" West 380.97 feet:
Thence South 85°17'42" West 257.05 feet:
Thence South 59°50'05" West 230.09 feet to a point on said Easterly boundary;
Thence along said Easterly boundary South 64°12'41" West 841.72 feet to the Point of
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#### ZONE 6

**Beginning** at an angle point in the Westerly boundary of said Parcel 2A, also being the most Easterly corner of County of San Diego Tract No. 5338-3, according to Map thereof No. 16184, recorded March 28, 2017 of Official Records of said County;

Said parcel contains 1,922,671 square feet or 44.14 acres, more or less.

Thence North 55°56'20" East 36.15 feet to the beginning of a non-tangent 425.00 foot radius curve concave Northeasterly, a radial line to said curve bears South 55°56'20" West:

Thence Southeasterly along the arc of said curve through a central angle of 03°52'32" a distance of 28.75 feet;

Thence South 37°56'12" East 219.69 feet to the beginning of a tangent 300.00 foot radius curve concave Southwesterly;

Thence Southeasterly along the arc of said curve through a central angle of 05°44'15" a distance of 30.04 feet;

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distance of 30.04 feet;
Thence South 32°11'57" East 216.88 feet;
Thence South 53°39'40" East 29.19 feet;
Thence South 36°17'45" East 104.39 feet;
Thence South 49°26'30" East 147.62 feet;
Thence South 22°23'11" East 102.76 feet;
Thence South 44°24'24" East 84.03 feet;
Thence South 66°13'21" East 125.84 feet;
Thence South 25°13'04" West 128.38 feet;
Thence South 25°46'11" East 427.18 feet;
Thence South 88°16'31" East 148.39 feet;
Thence South 57°34'45" East 93.47 feet;
Thence South 63°06'50" East 143.62 feet;
Thence South 03°24'34" East 102.76 feet;
Thence South 12°38'54" West 108.09 feet;
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Thence South 51°21'35" West 109.12 feet:
Thence South 08°18'31" West 56.43 feet;
Thence North 85°35'21" West 105.84 feet:
Thence South 87°41'26" West 54.61 feet;
Thence North 80°20'27" West 61.37 feet:
Thence North 86°28'06" West 250.26 feet:
Thence South 03°31'54" West 13.55 feet:
Thence North 86°28'06" West 56.00 feet;
Thence South 89°09'23" West 486.06 feet:
Thence South 60°45'18" West 128.61 feet:
Thence North 55°18'46" West 93.84 feet:
Thence North 80°59'12" West 217.31 feet:
Thence South 81°29'59" West 122.13 feet:
Thence South 56°48'37" West 138.05 feet;
Thence North 31°48'27" West 49.25 feet:
Thence South 61°49'20" West 39.47 feet;
Thence South 88°01'38" West 41.22 feet:
Thence North 60°49'23" West 68.04 feet:
Thence North 58°57'37" West 58.76 feet:
Thence North 18°27'14" West 59.41 feet;
Thence North 13°22'07" West 64.54 feet:
Thence North 30°32'56" East 69.89 feet:
Thence North 31°03'01" East 72.40 feet:
Thence North 33°27'02" East 56.50 feet:
Thence North 20°30'35" West 64.72 feet:
Thence North 36°29'39" West 61.83 feet:
Thence North 37°08'41" West 63.18 feet:
Thence North 35°38'23" West 62.02 feet:
Thence North 35°56'54" West 60.75 feet:
Thence North 35°43'08" West 73.50 feet:
Thence North 15°42'43" West 10.17 feet;
Thence North 30°50'45" West 50.06 feet;
Thence North 10°46'07" West 33.86 feet:
Thence North 15°11'08" West 60.02 feet:
Thence North 28°18'09" West 17.36 feet;
Thence North 89°56'57" West 13.90 feet to a point on said Westerly boundary of Parcel
Thence along said Westerly boundary the following courses:
North 06°12'30" West 239.80 feet;
Thence North 14°07'56" East 123.43 feet:
Thence North 49°11'40" East 663.99 feet:
Thence North 47°45'48" East 221.17 feet to the Point of Beginning.
Said parcel contains 2,110,572 square feet or 48.45 acres, more or less.
```

#### ZONE 7

Beginning at an angle point in the Westerly boundary of said Parcel 2A, also being the most Easterly corner of County of San Diego Tract No. 5338-3, according to Map thereof No. 16184, recorded March 28, 2017 of Official Records of said County;

Thence along said Westerly boundary North 24°37'50" West 519.87 feet;

Thence leaving said Westerly boundary North 60°55'02" East 637.90 feet;

Thence North 10°05'56" East 213.82 feet;

Thence North 54°29'09" East 39.16 feet;

Thence North 13°57'35" East 226.16 feet:

Thence South 81°00'42" East 303.80 feet;

Thence South 43°25'25" East 193.72 feet;

Thence South 08°45'22" West 181.43 feet:

Thence South 51°37'59" East 130.99 feet;

Thence South 06°33'25" East 262.63 feet:

Thence South 18°50'50" West 224.92 feet:

Thence South 37°43'08" West 144.41 feet;

Thence South 04°58'13" West 230.68 feet;

Thence South 19°37'26" East 182.35 feet;

Thence South 42°43'21" West 90.70 feet;

Thence South 68°56'38" West 50.55 feet;

Thence South 41°44'47" West 394.07 feet;

Thence North 49°26'30" West 147.62 feet;

Thence North 36°17'45" West 104.39 feet;

Thence North 53°39'40" West 29.19 feet;

Thence North 32°11'57" West 216.88 feet to the beginning of a tangent 300.00 foot radius curve concave Southwesterly;

Thence Northwesterly along the arc of said curve through a central angle of 05°44'15" a distance of 30.04 feet;

Thence North 37°56'12" West 219.69 feet to the beginning of a tangent 425.00 foot radius curve concave Northeasterly;

Thence Northwesterly along the arc of said curve through a central angle of 03°52'32" a distance of 28.75 feet;

Thence South 55°56'20" West 36.15 feet to the Point of Beginning.

Said parcel contains 1,241,100 square feet or 28.49 acres, more or less.

#### **EXHIBIT B**

#### COUNTY OF SAN DIEGO AND CFD NO. 2018-01 CERTIFICATE

- 1. Pursuant to Section K of the Rate and Method of Apportionment of Special Tax (the "RMA"), the County of San Diego (the "County") and Community Facilities District No. 2018-01 of the County ("CFD No. 2018-01") hereby agree to amendments as follows:
  - a. The information in the RMA relating to the Special Tax for Developed Property and Undeveloped Property shall be modified as follows:
    - [insert table or tables reflecting revised Assigned Special Tax and Backup Special Tax rates for Developed and Undeveloped Property and revisions to Original Number of Planned Residential Units and Original Taxable Acreage, as applicable, with reference to the applicable Zone]
  - b. The Boundary Map shall be revised as follows: [insert "N/A" or describe changes being made to Boundary Map and reason for such changes]
- 2. Special Tax rates and/or the Boundary Map may only be modified upon the affirmative written consent of the owner of the affected parcels, provided such amendment (i) only affects such owner's parcel(s) and does not reduce the total maximum annual Special Tax revenue attributable to the parcels affected and (ii) does not add or remove territory from the boundaries of CFD No. 2018-01.
- Upon execution of this Certificate by CFD No. 2018-01 the County shall cause an amended Notice of Special Tax Lien and/or Boundary Map to be recorded reflecting the modifications set forth herein.

By execution hereof, the undersigned acknowledges, on behalf of the County of San Diego and CFD No. 2018-01, receipt of this Certificate and modification of the RMA and/or Boundary Map as set forth in this Certificate.

COMMUNITY FACILITIES DISTRICT NO. 2018-01 (MEADOWOOD MAINTENANCE) OF THE COUNTY OF SAN DIEGO		
Ву:	Date:	
CFD Administrator		

PACEINIENTIONALLYBLAND



## NORTH COUNTY FIRE PROTECTION DISTRICT

FIRE CHIEF/CEO

TO:

**BOARD OF DIRECTORS** 

FROM:

STEPHEN ABBOTT, FIRE CHIEF/CEO

DATE:

APRIL 24, 2018

SUBJECT:

**DISCUSSION AGENDA** 

There are no Discussion Agenda Items for the April 24, 2018, Board Meeting.

PACEINTENTIONALLYBLAND

#### ROBERT H. JAMES

ATTORNEY AT LAW

ROBERT H. JAMES, Esq. roberthjameslaw@gmail.com

3668 KATIE LENDRE DRIVE FALLBROOK, CALIFORNIA 92028 TELEPHONE (760) 723-9018

April 1, 2018

Board of Directors
North County Fire Protection District

Re: General Counsel Board Report for April 2018

2018 California Public Agency Laws - Part 1

AB 469 – Candidates: nomination documents. Current law requires a candidate for elective office to pay a prescribed filing fee or to submit, at least 15 days before the close of the nomination period, a petition containing signatures of registered voters in lieu of the filing fee. Instead, this measure requires a candidate to file an in-lieu-fee petition at least 30 days before the close of the nomination period. The bill strikes the authorization for a candidate to submit a supplemental petition to cover any deficiency, and permits the candidate to pay a pro rata portion of the filing fee. The bill also requires that the forms for securing signatures be made available 60 days before the first day for circulating nomination papers. Section 8106 of the Elections Code, relating to elections.

AB 1367 – Improper signature-gathering tactics. This bill makes it a crime, punishable by a fine not exceeding \$5,000 or imprisonment for up to one year, or both, for any entity in charge of a person who knowingly directs an affiant to make a false affidavit, or who knows or should have reasonably known that the affiant has made a false affidavit concerning an initiative, referendum, or recall petition or the signatures appended to an initiative, referendum or recall petition contain a false affidavit. Section 18660 of the Elections Code, relating to elections.

AB 119 – Personal email addresses of public employees. The California Public Records Act exempts from public inspection the home addresses, home telephone numbers, personal cellular telephone numbers and birth dates of all employees of public agencies, but authorizes disclosure of that information under specified circumstances. This bill extends that exemption to the personal email addresses of public agency employees, unless the personal email address is used by the employee to conduct public business or is necessary to identify a person in an otherwise disclosable communication. Government code section 6254.3, took effect in June 2017.

AB 459 – Public records: video or audio recordings of certain crimes. This bill specifies that the California Public Records Act does not require disclosure of a video or audio recording that was created during the commission or investigation of the crime of rape, incest, sexual assault, domestic violence or child abuse that depicts the face, intimate body part, or voice of a victim of the incident depicted in the recording. The bill requires an agency to justify withholding such a video or audio recording by demonstrating that, on the facts of the particular case, the public interest served by not disclosing the recording. The bill requires the agency to consider specified factors when balancing the public interest. The bill also authorizes a victim who is a subject of such a recording, the parent or legal guardian of a minor subject, a deceased subject's next of kin, or a subject's legally authorized designee, to be permitted to inspect the recording and to obtain a copy of the recording. Section 6254.4.5 to the Government Code, relating to public records.

AB 492 – Advertising and solicitations: government documents. This measure permits a nongovernmental entity to solicit a fee for providing a copy of a public record so long as the solicitation meets specific requirements set by the parent government agency. These requirements include, but

#### **ROBERT H. JAMES**

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roberthjameslaw@gmail.com

are not limited to: including a prescribed statement declaring that the solicitation is an advertisement and not from a government agency, listing the fee charged by the relevant state or local agency that has custody of the record, and including the necessary information to contact the state or local agency that has custody of the record. Section 17533.6.5 to the Business and professions Code, relating to government documents.

ROBERT H. JAMES, Attorney at Law

Robert H. James, General Counsel for the North County Fire Protection District

RHJ/klm

cc: Chief Steve Abbott



### NORTH COUNTY FIRE PROTECTION DISTRICT

FIRE CHIEF/CEO

TO:

**BOARD OF DIRECTORS** 

FROM:

STEPHEN ABBOTT, FIRE CHIEF/CEO

DATE:

APRIL 24, 2018

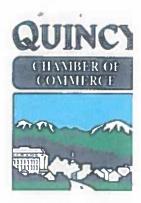
SUBJECT: WRITTEN CORRESPONDENCE

#### WRITTEN COMMUNICATION:

- Letter from Quincy Chamber of Commerce for assistance during Minerva Fire.
- **BOARD RECOGNITION PROGRAM:** None.
- UNDATED THANK YOU CARD RE: RESETTING SMOKE ALARM:

#### E112:

Captain R. Rees Engineer S. McInerny FF/PM B. Moore



### Heart of the Feather River Country

PO Box 215 • Quincy, California 95971 EMAIL: quincychamber@yahoo.com, www.quincychamber.com

February 14, 2018

On behalf of our town, we would like to THANK YOU ALL for responding to our aide for the Minerva Fire in July and August of 2017. This was a major event for our community, and one we hope not to repeat anytime soon!

As a small token of our appreciation, we carried this banner through our Fair Parade on August 12<sup>th</sup>. You all received a hearty round of applause!



Thank you again, and we hope you have a chance to come back and see us sometime. We'd love for you to be able to enjoy our town as much as we do!

Sincerely,

Matthew Kitchens, Janice Haman, Kris Miravalle, Cheryl Kolb, Lisa Kelly, Sasan Scarlett, Kevin Tratna, Jennifer Bromby, Michele Craz and Robin Wight

Quincy Chamber of Commerce Board

Dear Fire ChiefWe are contacting you to express our appreciation for the appreciation for the appreciation for the assistance we received hast november. I think it was tells A-crew. I have smake detector in a room with very high ceilings, had tailed + was screeching which caused our day great distress. The crew was abject to reach the device + change the batteries. We very much appreciate their assistants

Eliz "A" NON 2017 R. REES S. MEINERNY B. MOORE PACEINIERIONALLYBIANIA

## A Firefighter In San Diego Confronts The Trauma Of The Job

Heidi De Marco/KQED

At 7:30 on a recent morning, Jeremy Forte, a firefighter in Imperial Beach, California, had just wrapped up a 48-hour shift. As the seven-member crew headed home, Forte drove right past a local bar that used to be a favorite haunt. A few years ago, he would have stopped for a drink, or two, or three -- and perhaps stayed on for hours. And he would have had plenty of company.

"There's nurses from the hospital there getting off work at the same time," Forte recalled. "We'd be drinking with nurses, partying, having a good old time. And we didn't think anything was wrong. That's what people do, right? They get off work and have some drinks."

Jeremy is tall and lanky, with a thin mustache. He's been a firefighter for 19 years. It's grueling work, both physically and mentally. For a long time, drinking was how he coped.

"Our motto was work hard, party hard," said Forte, now 39. "We put in 16-hour days and then we'd go drink the rest of the night, and then probably get two hours of sleep. Wake up, you know, half-drunk and go back out on the fire line and fight these fires."

A few years ago, Forte's drinking got heavier. He started dabbling in cocaine. But he felt he still had it all under control, until he failed a random drug test at work.

Forte's station is part of the federal government: his crew fights fires and responds to emergencies in and around a <u>naval base</u> in Imperial Beach. The federal firefighting force has a zero-tolerance policy, and Forte was in danger of losing his job immediately.

"They really could have ended my whole life by turning their backs on me and firing me," Forte said. "And then at that point, I would lose my wife as well, and probably be living with my parents."

Forte grew up in West Covina. Two <u>LAFD</u> firefighters lived on his block. Forte admired them, and loved seeing his next-door neighbors on the local news.

"Doing that sort of thing really intrigued me," he recalled. Not only was the job itself exciting, but it also allowed the firefighters to spend plenty of time with their families when they were off-duty.

But not everyone believed he could do it. Forte was born with a birth defect: He's missing some fingers on both hands, and others aren't fully formed. His whole career, he's had to prove that he can do everything a firefighter has to do: drive rigs, grip and haul hoses, rescue people.

Forte proved the doubters wrong.

After 19 years as a firefighter, it has become crucial to his identity. Losing that career would have been absolutely devastating. After the drug test, Forte hired a private lawyer and asked the department and union for a second chance. He agreed to every condition of a yearlong probation, including enrolling in a recovery program and beginning therapy.



"By the grace of God, I still have my job," Forte said. "I still have people backing me."

During his recovery, Jeremy was diagnosed with post-traumatic stress disorder and depression. He wasn't surprised to hear it, and he's not alone.

First responders have increased rates of PTSD, depression, substance abuse and suicide due to the stresses they are exposed to on the job. In a <u>recent survey</u>, 85 percent of first responders reported symptoms related to mental health issues, but only about a third of them sought out professional help.

Another <u>survey</u> revealed 6.6 percent of first responders had attempted suicide, and more than a third had considered suicide. In both cases, those rates are 10 times the national average.

"I always thought, it's a job, you go do it and you just deal with it, it goes away," Forte said. "But it doesn't."

The pain lingers and haunts. Forte learned that when he was 22, at his first job with the forest service. His team fought fires but also rescued backpackers -- and he was surprised by the violence that nature can cause.

"There was a gentleman out camping in the middle of the forest in New Mexico," he recalled. "A piece of the tree broke off and hit him in the neck and broke his neck. And as

he hit the ground, he broke his leg. We had to fly there in a helicopter, basically to rescue him."

But by the time they got there, the hiker had died. It was the first time Forte saw a dead body on the job, a victim of a violent, random accident. The helicopter extracted the body, but then it grew too dark to come back for the hiker's friend, who was uninjured but traumatized and covered in blood. So Forte volunteered to stay with him all night in the woods.

After that incident, Forte started having nightmares.

"The things that we see on the job aren't what everyday people see and so they wouldn't understand completely what we deal with, and how it can haunt us and stay with us the rest of our lives."

It's not that firefighters never talk about what they see. They do, but they don't talk about the pain inside.

"You don't want to be seen as weak," he said. "So instead ... we'd go have some drinks and joke about it, or, you know, talk about the situation still, but it's over alcohol."



After hitting bottom, Jeremy moved his family to a wood cabin in Lake Arrowhead. It's quiet there, and he can decompress when he isn't at work.

Jeremy is now sober and back in the firehouse full-time. He tries to set an example for younger colleagues by sharing his story, and talking about his emotions more often.

"The current fire crew that I work with now, we're all very open together," he said.
"We're very tight-knit and we talk about the stuff we see. ... We're almost like our own counselors."

Often the men gather in the kitchen to make breakfast before the shift formally starts at 7:30 a.m. Some of the men set the table, while others slice mushrooms, make hash browns or scramble eggs.

It ends up being a slow shift, with no emergency calls, so the seven men on duty spend the day checking gear and running drills.

Before turning in for the night, they gather again at the kitchen table. Things get serious when the talk turns to suicide among firefighters.

Everyone in the room knows a firefighter who killed him or herself, or at least has heard about a recent case.

The shift captain, Richard Hernandez, complained that mental health information wasn't part of the firefighter training.

"There really hasn't been any direction on how to work with that if somebody is having an issue," he said.

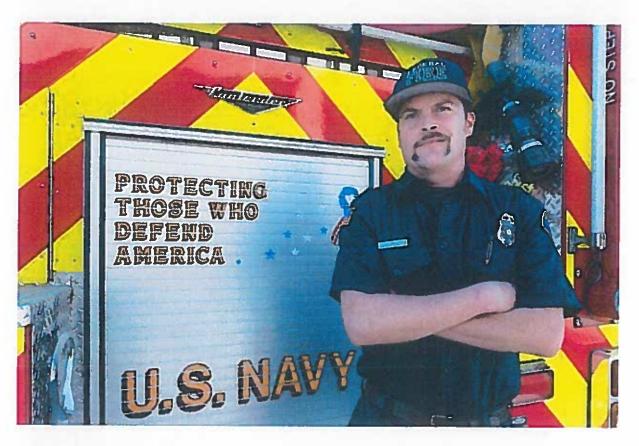
Hernandez said that his firefighters can get three visits with a counselor per year, but that's not enough.

Another firefighter, Lindsey Nolan, said he wants to learn how to recognize signs or symptoms of PTSD in a co-worker.

"I'd be a lot more comfortable approaching them and talking to them about what may or may not be going on" if he had some training in it, Nolan said.

Another firefighter, Devin Boler, admitted it's hard to know how -- or when -- to intervene.

"Because we live together, and we're with each other through Christmas and Thanksgiving and stuff like that, we have to be professional," Boler said. But there's also "a family side to it, where you kind of have to check in with guys and see what's going on, if they're having a rough day."



Firefighters began talking about these issues more after the increase in mass public shootings, according to the <u>Firefighter Behavioral Health Alliance</u>, an Arizona-based nonprofit that provides mental health support and training for firefighters.

#### A Bittersweet Milestone

Forte has been making the long drive to a drug screening center, in National City, at least twice a month for the past year. It's part of his probation: submitting to a full year of random, and frequent, drug tests.

Today was his last visit, though. His probation is ending. Forte will still get random drug tests, but not as often.

"I feel great," he said as he drove. "Not like I'm going to go out and celebrate, if you know what I mean."

During the drive, Jeremy downed two large coffees. But despite the caffeine, he's too wound up to provide a urine sample. After a few hours, he succeeds, and finally walks out of that clinic for the last time.

"It was a humbling process," he reflected, looking back at his year of probation. "Ultimately, I wanted to get back on track for my family, for my job, for myself."

"The biggest reason is my kids," he added. "I wasn't going to allow this to keep me down, and be some deadbeat dad that didn't seek help."

Forte said the culture of silence among first responders has to end. So does the idea that emergency work is about being tough at all costs.

"Guys shouldn't feel that way," he said. He wants firefighters to think about seeking

counseling or mental health assistance as "the manly thing to do."

To view PDF documents, <u>Download Acrobat Reader</u>.

## Bill Aimed At Reducing Wildfire Risk Sparks Utility Bill Concerns « CBS Sacramento

SACRAMENTO (CBS13) — A bill inspired by last year's Northern California wildfires is under fire itself.

The Wildfire Safety Bill aims to reduce wildfire risk due to downed power lines. But it's sparking fierce opposition from consumer advocates, worried that we'll soon pay more on our electric bills.

"It's automatic rate pre-approval of rate increases," said Consumer Advocate Mark Toney of TURN, The Utility Reform Network.

The bill requires California utility giants to submit emergency preparedness plans.

Advocates say the process will make it easier for regulators to approve rate hikes, for any work related to safety.

"This bill gives PG&E a blank check. For anything they call or label safety," said Toney.

But the measure's author, Santa Rosa Sen. Bill Dodd, who represents fire victims, says the bill is simply intended to hold utility companies accountable for wildfire risks.

"To make sure they're actually spending this ratepayers money on hardening the grid," said Dodd.

"Hardening the grid" means making the electrical system less vulnerable to fierce winds.

"The utilities have to invest in their system of grids. Right now we have wood poles and those poles are up there in some cases for forty fifty years it's absolutely ridiculous," he said.

Pacific Gas and Electric's power lines are blamed in several lawsuits for starting the October wildfires.

"We're looking at a number of things we can do to prevent wildfires and strengthen communities for the future," said PG&E spokeswoman Lyndsey Paulo says the company hasn't taken a position on the bill.

But consumer advocates maintain they're the ones pushing it.

"What PG&E wants to do is make consumers pay for utility mistakes," said Toney.

**Lemor Abrams**Lemor Abrams is an Emmy-Award winning news reporter, who has interviewed thousands of people, from key political figures to everyday folks who impact...More from Lemor Abrams
Comments

# CALIFORNIA PUBLIC AGENCY LABOR & EMPLOYMENT BLOG USEFUL INFORMATION FOR NAVIGATING LEGAL CHALLENGES



## Not So Fast! The Ninth Circuit Reverses Itself and Rules Employers Cannot Consider Applicants' Prior Salary in Setting Rate of Pay

By Megan Lewis on April 17, 2018



#### This post was authored by Megan Lewis.

Just one day before Equal Pay Day, April 10, 2018, the Ninth Circuit in *Rizo v. Yovino* ruled that an employer cannot perpetuate a gender pay gap by paying a female employee less than a male employee for the same work, simply because the female employee made less money in a prior position. The Ninth Circuit's decision reversed its prior precedent and changed the law in a way designed to expedite elimination of pay gaps.

Last year, the Ninth Circuit Court of Appeal held that employers may rely on an applicant's prior salary history in setting employees' rates of pay. Aileen Rizo, a math consultant with the Fresno County public schools, sued the County under the federal Equal Pay Act ("EPA") and other laws after discovering the County paid her male colleagues more for the same work. The District conceded that she received lower wages than male employees for equal work, but claimed the differential was permissible under the EPA because it was based on "a factor other than sex," namely her prior salary. The District Court rejected the County's argument, and the Court of Appeal reversed, holding the employer could rely on prior pay to justify a lower salary.

The Ninth Circuit subsequently granted a petition for *en banc* review of the decision and, on April 9, 2018, reversed its prior decision (and thereby overruled a thirty year old precedent). You can read the text of the new decision in full here.

The key takeaway from the new ruling is that salary history is **not** a "factor other than sex" for purposes of the Equal Pay Act, meaning that employers cannot rely on an applicant's prior salary history to justify paying one employee differently than another employee of the opposite sex for similar work. As Judge Reinhardt wrote for the court:

"We conclude, unhesitatingly, that 'any other factor other than sex' is limited to legitimate, job-related factors such as a prospective employee's experience, educational background, ability, or prior job performance. It is inconceivable that Congress, in an Act the primary purpose of which was to eliminate long-existing 'endemic' sex-based wage disparities, would create an exception for basing new hires' salaries on those very disparities—disparities that Congress declared are not only related to sex but caused by sex. To accept the County's argument would be to perpetuate rather than eliminate the pervasive discrimination at which the Act was aimed."

In sum, because "[r]eliance on past wages simply perpetuates the past pervasive discrimination that the Equal Pay Act seeks to eradicate[,]" the court ruled that "past salary may not be used as a factor in initial wage setting, alone or in conjunction with less invidious factors."

This ruling is consistent with legislative trends around the country. California recently passed AB 168, which restricts the ability of employers to gather applicants' salary history information or consider such information when determining whether to offer employment to an applicant and/or what salary to offer. You can read our blog post about AB 168 here. Other states, including Massachusetts, Delaware, and Oregon have passed similar legislation, as have cities like New York, San Francisco, Boston, and Philadelphia.

Though the gender gap persists, this ruling is another step towards eradicating systemic discrimination against women in the workplace.

Liebert Cassidy Whitmore
California Public Agency Labor & Employment Blog
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STRATEGY, DESIGN, MARKETING & SUPPORT BY

LEXBLOG

#### Out of the Ashes fund is revived

Village News

Last updated 4/13/2018 at 12:36pm

FALLBROOK – In 2007 funds were disbursed to local victims of the Rice Fire here in Fallbrook through The Legacy Endowment the Community Foundation. Legacy and the Fallbrook Chamber of Commerce have once again revived the Out of the Ashes fund to help victims with their unmet needs resulting from the Lilac fire.

Applications will be available starting April 13 through the Legacy Endowment and the Fallbrook Chamber of Commerce. This will be the first wave of funding. Applications will be available until May 4, 2018. Anyone with further questions can contact Jan Pichel at Legacy, (760) 941-8646, <a href="http://www.legacyendowment.org">http://www.legacyendowment.org</a> or info@legacyendowment.org, or visit <a href="http://www.fallbrookchamberofcommerce.org">http://www.fallbrookchamberofcommerce.org</a>.

# **Supervisors set Community Facilities District formation hearing for Meadowood**

Village News

Last updated 4/13/2018 at 1:34pm

A hearing on the creation of a Community Facilities District for Pardee Homes' Meadowood development will take place, May 9, at the San Diego County Administration Center.

The San Diego County Board of Supervisors voted 5-0, March 28, to set the hearing date while also finding that the assessment district's creation is within the scope of the project's Environmental Impact Report.

"A Community Facilities District is a great way to ensure this planned community is well maintained into the future including public trails, a public park, and stormwater drainage and treatment facilities," Supervisor Bill Horn said.

In January 2012, the county supervisors approved the 384-acre Meadowood development, which will include 397 single-family homes, 447 multi-family dwelling units, 13 acres for an elementary school which will be built by the Bonsall Unified School District, four acres of park land, 128 acres of biological open space, 47 acres of agricultural open space, 5.9 miles of trails and a wastewater treatment plant.

The 1-percent property tax will not be sufficient to cover the county, San Diego County Flood Control District or North County Fire Protection District services which will be needed to serve Meadowood. The county and Pardee Homes have been working to create a Community Facilities District which would include a special tax to pay for services not funded by the regular property tax. The revenue would be distributed through a Joint Community Facilities Agreement which stipulates the collection process as well as the distribution process.

The Community Facilities District would allow for the collection of three special taxes: one for county services, one for flood control services - of which the county supervisors also serve as the board but is administered by the county's Department of Public Works, and as such it is a separate legal district - and one for fire and emergency medical services. The initial tax for county services would be \$466 per single-family residential unit and \$349 per multi-family residential unit. The base tax to fund flood control services would be \$295 per single-family unit and \$221 per multi-family unit.

The Community Facilities District is divided into seven zones totaling 73.59 acres, and the tax per undeveloped acre varies by zone. The highest rate is for an 8.12-acre zone with an initial assessment of \$13,592 per acre for county services and \$8,595 per acre for flood control services. The lowest rate of \$3,167 per acre for county services and \$2,003 per acre for flood control needs applies to a 29.57-acre zone.

The zones correspond to residential planning areas and comprise separate phases of the planned final map. The structure of zones allows the special taxes applicable to each zone to be recalibrated in the event of a reduction in the number of units or the taxable acreage at the time the final map is recorded.

There would be no levy for fire protection and emergency medical services on the undeveloped property. Each single-family unit would initially be assessed \$287 for the fire and emergency medical services tax while each multi-family dwelling unit would be assessed \$186.

The initial tax amount is for fiscal year 2018-2019. The taxes would be increased by 2 percent annually to cover the increased cost of services.

The property will also be part of Zone A of the San Diego County Street Lighting District and property owners will pay that annual assessment, which is currently \$13.50 per benefit unit.

In 2007 the county supervisors adopted Board Policy I-136 which outlines how potential Community Facilities District projects will be evaluated, ensures that the CFDs are created for the public good and stipulates disclosure requirements which notify prospective property owners of the assessment. Policy I-136 also defines credit requirements to protect bondholders from default for CFDs which issue bonds for reimbursement of constructed infrastructure, although Meadowood will fund services only and will not use long-term bonds. The first CFD in unincorporated San Diego County was established for a Harmony Grove development, and in 2014 a CFD for the Horse Creek Ridge project near Meadowood became the unincorporated county's second CFD.

The first step required to form a CFD is a petition from the developer, which has been received along with the proposed boundary map. The March 28 adoption of the intent to form a CFD is the next step followed by the noticed public hearing and adoption of a resolution forming the CFD. At the May 9 hearing, the county supervisors will consider not only the establishment of the Meadowood CFD but also the proposed rate and method of apportionment of the collection of the special tax, the Joint Community Facilities Agreement with the North County Fire Protection District and the San Diego County Flood Control District, and other elements of the CFD.

Because the proposed CFD area is currently uninhabited and Pardee is the sole property owner, a consent and waiver will allow for a waiver of the normal election procedure to form the CFD and the ballot to form the CFD can be returned immediately upon the adoption of the resolution forming the assessment district.

In 2014 San Diego County's Local Agency Formation Commission detached the Meadowood land from the San Diego County Regional Fire Authority boundaries and annexed the 384 acres into the North County Fire Protection District. The Local Agency Formation Commission transfer provided the North County Fire Protection District with 7 percent of the 1-percent basic property tax assessment which was based on previous property tax exchange agreements. That funding will not cover the full cost of delivering fire protection and emergency medical service to Meadowood, so additional revenue to cover the fire district's cost to serve the area will be obtained through the CFD.

The Joint Community Facilities Agreement will require formal approval by the North County Fire Protection District, which is scheduled to consider the agreement April 24, and the San Diego County Flood Control District, which plans an April 25 board hearing.

## Horses Return to San Diego Stables After Fire Repair

Submitted by Bethany Klein on Sun, 04/15/2018 - 20:00

The wildfires that ravaged through California late last year <u>displaced hundreds of horses</u> near San Diego at the San Luis Rey Training Center. The Lilac Fire, as it was termed, killed 46 horses on December 7th, 2017 when the fire raged through the hills near Fallbrook. The area is well-known for a large number of barns and is a native location for avocado groves.

More than 400 thoroughbred horses were temporarily re-homed due to the damages the facility sustained from the fire. The time has finally come for the horses and the staff who take care of them to go back home to San Diego after months of displacement. They'll be spread out in new, temporary, or refurbished stalls that have undergone renovations at the training center reports the Los Angeles Times.

The horses were temporarily stabled at the Del Mar racetrack about 35 miles south of the San Luis Rey Training Center. Trainers expect that all horses will be back home by the end of the weekend with the assistance of groomers, stable hands, assistant trainers, and 200 trainers who also relocated to Del Mar temporarily. Kevin Habell, general manager of San Luis Rey, was quoted as saying "They all love the place and can't wait to get back."

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The facility has had some work done to it since the fire ravaged through. The barns that weren't destroyed by the fire were pressure washed thoroughly to remove the smell of soot. The barns have new metal roofs, and the older barns have received a fresh coat of paint to welcome the horses back home. Various landscaping throughout the entire facility has been cleaned up and replaced where needed.

The fire managed to destroy seven barns at the facility and an eighth of the property's 240 acres. The fire also destroyed 100 homes located in the area when it viciously swept through the area at the end of last year.



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# California wildfires linked to heart problems, study shows

## California wildfires linked to heart problems, study shows

By Kurtis Alexander

April 10, 2018 Updated: April 11, 2018 2:00am

Photo: Leah Millis / The Chronicle 2015

The Lake County Valley Fire in 2015 was among the blazes included in a comprehensive study that found that wildfire smoke could cause more heart issues than respiratory illnesses.

The Lake County Valley Fire in 2015 was among the blazes included in a comprehensive study that found that wildfire smoke could cause more heart issues than respiratory illnesses.

Photo: Leah Millis / The Chronicle 2015

Smoke from wildfires like this one in Lake County in 2016 could pose a higher risk for cardiovascular illnesses than respiratory issues, a study finds.

Smoke from wildfires like this one in Lake County in 2016 could pose a higher risk for cardiovascular illnesses than respiratory issues, a study finds.

Photo: Noah Berger / Special To The Chronicle 2016

Inmate firefighters battled the Rocky Fire near Clearlake in 2015. Blazes in Lake County were included in a study that found a correlation between wildfire smoke and heart issues.

Inmate firefighters battled the Rocky Fire near Clearlake in 2015. Blazes in Lake County were included in a study that found a correlation between wildfire smoke and heart issues.

Photo: Justin Sullivan / Getty Images 2015

Firefighters make a stand against the Rocky Fire off of highway 20 August 3, 2015 in Lake County, Calif.

Firefighters make a stand against the Rocky Fire off of highway 20 August 3, 2015 in Lake County, Calif.

Photo: Leah Millis / The Chronicle

Cal Fire firefighters use drip torches to burn dry grass during a backfire operation to head off the Rocky Fire on August 3, 2015 near Clearlake, California. Nearly 3,000 firefighters are battling the Rocky Fire that has burned over 60,000 acres has forced the evacuation of 12,000 residents in Lake County. The fire is currently 12 percent contained and has destroyed at least 14 homes. 6,300 homes are threatened by the fast moving blaze. less

Cal Fire firefighters use drip torches to burn dry grass during a backfire operation to head off the Rocky Fire on August 3, 2015 near Clearlake, California. Nearly 3,000 firefighters are battling the Rocky ... more

Photo: Justin Sullivan / Getty Images

Evacuated resident Eddie Marshall wakes up at the Moose Lodge where several dozen evacuees are staying on August 4, 2015 in Clearlake Oakes, California. Nearly 3,000

firefighters are battling the Rocky Fire that has burned 65,000 acres and has forced the evacuation of 12,000 residents in Lake County. The fire is currently 12 percent contained and has destroyed at least 14 homes. 6,300 homes are threatened by the fast moving blaze. less

Evacuated resident Eddie Marshall wakes up at the Moose Lodge where several dozen evacuees are staying on August 4, 2015 in Clearlake Oakes, California. Nearly 3,000 firefighters are battling the Rocky Fire ... more

Photo: Justin Sullivan / Getty Images

Last year's busy wildfire season was an all-too-close reminder that smoky skies can cause coughing, wheezing and difficulty breathing. As it turns out, though, the health issues don't end there.

One of the most comprehensive studies yet on the impacts of wildfire smoke in California, published Wednesday in the Journal of the American Heart Association, suggests that heart problems are as much a concern as respiratory problems, perhaps even more so.

The finding of elevated cardiovascular risk, as much as 40 percent higher when dense smoke is present, provides not only one more reason to steer clear of ash-filled air but another thing for health care providers to consider when responding to wildfires.

During last year's deadly Wine Country blazes, millions were exposed to bad air while hospitals saw big increases in people with complaints about smoke, sometimes hundreds of miles away. The new study focused on fires before last year, but its conclusions are equally pertinent.

"As we're having more and more wildfire events, and smoke affects more and more people, communicating the real risks is important," said Zachary Wettstein, the lead author of the new report and a graduating medical student at UC San Francisco. "Respiratory problems are serious, but they may not be as deadly. Heart attacks and strokes can be very deadly."

Wettstein's study found that exposure to wildfire smoke correlates with more hospital visits for coronary heart disease, irregular heart rhythm, heart failure, pulmonary embolism and stroke.

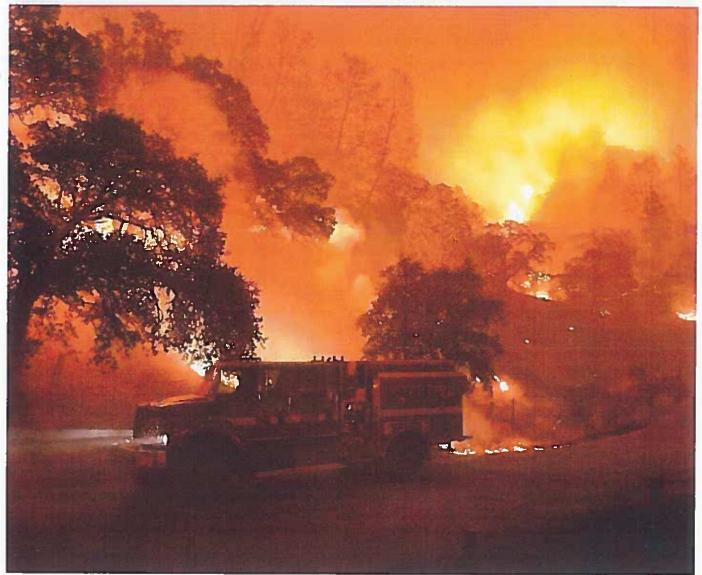


Photo: Josh Edelson / Getty Images

A Cal Fire truck is driven away from flames as the Rocky fire burns near Clear Lake, California on August 2, 2015. The fire has charred more than 27,000 acres, and is currently only 5% contained.

A Cal Fire truck is driven away from flames as the Rocky fire burns...

While cardiovascular problems have previously been linked to the components of smoke, which include toxic gases and menacing tiny particulates, research on the connection has been limited. Studying smoke impacts is not easy because of the unpredictable nature of fires. Fires make controlled settings and study groups hard to come by.

Wettstein and his fellow researchers at UCSF, the California Department of Public Health and the U.S. Environmental Protection Agency drew their conclusions by analyzing more than 1 million emergency room visits during Northern and Central California's 2015 wildfire season.

They collected records from hospitals during a period of severe burns that included Lake County's Valley Fire, which destroyed nearly 2,000 homes, businesses and outbuildings. The researchers compared the hospital data with satellite observations showing where the smoke was thickest.

The group found that the risk of being treated for heart problems during a fire was higher than usual for men and women of all ages and greatest within a day of excessive smoke.

The elderly faced the most risk. Those 65 and older visited the emergency room up to 42 percent more often than usual for a heart attack and up to 22 percent more often for coronary heart disease.

"We're reaching the point at which a large population of Baby Boomers will be in an age group at higher risk for cardiovascular disease and stroke, so we'll have a greater population of susceptible individuals to these adverse health events," Wettstein said.

Respiratory problems, as expected, were also up among all age groups.

The study did not look at how such personal factors as medical history might affect a person's chance of suffering smoke-related harm. But the authors advised those with high blood pressure, diabetes and heart disease to be particularly mindful around smoke.

Wayne Cascio, a co-author of the study and acting director for the EPA's National Health and Environmental Effects Research Laboratory, said that better medical guidance and care is likely to result as the link between wildfires and heart problems is better understood.

"The findings have public health and clinical implications," he said in a statement. "I think it will have a significant impact on how clinicians and public health officials view future wildfire events and the smoke that's generated from them."

More people are likely to be exposed to smoke as wildfires become bigger and hotter in an age of climate change. The number of acres burned in the United States last year was the second highest since the 1950s, following only 2015.

Public health officials generally recommend that people avoid smoky air by staying indoors and wearing filtering respirators, not dust masks.

The Wine Country fires in October, which killed 41 people and destroyed more than 6,000 structures, prompted more than a week of public health alerts across the Bay Area. Schools were shut down, nearby residents were urged to shelter in place and residents, even far from the flames, were advised to avoid vigorous activity outdoors.

Kurtis Alexander is a San Francisco Chronicle staff writer. Email: kalexander@sfchronicle.com Twitter: @kurtisalexander

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# More officers, firefighters died of suicide than line-of-duty deaths in 2017

Christal Hayes, USA TODAY

CLOSE

More police officers and firefighters died of suicide last year than in the line- of- duty, according to a new study. Veuer's Natasha Abellard has the story. Buzz60



Law enforcement personnel stand watch outside of the YouTube headquarters.(Photo: JUSTIN SULLIVAN, Getty Images)

Suicides left more officers and firefighters dead last year than all line-of-duty deaths combined — a jarring statistic that continues to plague first responders but garners little attention.

A new study by the Ruderman Family Foundation, a philanthropic organization that works for the rights of people with disabilities, looked at depression, post-traumatic stress disorder and other issues affecting first responders and the rates of suicide in departments nationwide.

The group found that while suicide has been an ingrained issue for years, very little has been done to address it even though first responders have PTSD and depression at a level five times that of civilians.

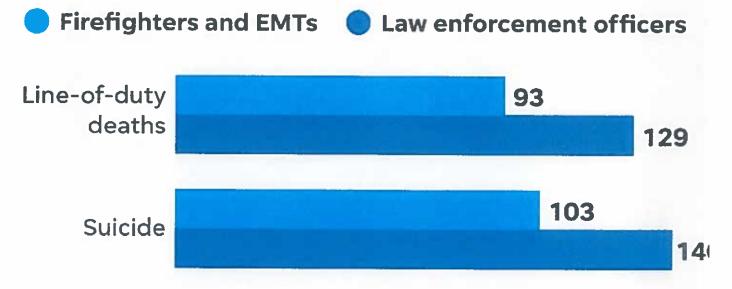
Last year, 103 firefighters and 140 police officers committed suicide, whereas 93 firefighters and 129 officers died in the line of duty, which includes everything from being fatally shot, stabbed, drowning or dying in a car accident while on the job.

Miriam Heyman, one of the co-authors of the study, said the numbers of suicide are extremely under-reported, while other more high-profile deaths make headlines. There were 46 officers who died after being fatally shot on the job in 2017, nearly 67% less than the number of suicides.

The number of firefighter suicides may only represent about 40% of the deaths, she said, meaning the deaths could total more than 250 — more than double the amount of all line-of-duty deaths.

## First responder deaths

The number of firefighters, EMTs and officers who took their own lives outnumber all line-of-duty deaths in 2017.



SOURCE Ruderman Family Foundation Frank Pompa/USA TODAY

"It's really shocking, and part of what's interesting is that line-of-duty deaths are covered so widely by the press but suicides are not, and it's because of the level of secrecy around these deaths, which really shows the stigmas," Heyman said.

She said departments don't release information about suicides, and less than 5% have suicide-prevention programs. It's something first responders are ashamed to talk about and address, which is having a deadly result, she said.

"There is not enough conversation about mental health within police and fire departments," the study says. "Silence can be deadly, because it is interpreted as a lack of April 24, 2018 – Regular Board Meeting Page-180

acceptance and thus morphs into a barrier that prevents first responders from accessing potentially life-saving mental health services."

The stigma isn't just in silence, the study outlines. Families want to hide the reasoning behind the death of a loved one. Officers feel they'll be looked down on or taken off the job if they speak up about depression. Dying by suicide means they aren't buried with honor.

There have been some discussions and pushes for mental health programs in departments, but the process is slow.

The report highlights programs and policies to push the issue, such as peer-to-peer assistance, mental health check-ups, time off after responding to a critical incident and family training programs to identify the warning signs of depression and PTSD.

A project published this year by the International Association of Chiefs of Police detailed the issues around suicide and highlighted many of the same programs. It noted that first responder suicide is nearly impossible to track since it's often not reported.

"It is a departmental issue that should be addressed globally," the report notes. "Departments must break the silence on law enforcement suicides by building up effective and continuing suicide-prevention programs."

More: A new emphasis on mental health for cops, other officers

More: Cops don't usually talk about 'horrible things.' Mental health professionals help them cope with trauma

More: After the shooting stops, another fear sets in: PTSD

More: Hero cop of Pulse shooting is being terminated from force

A big push is for police and fire chiefs to address depression and suicide more candidly and share their experiences.

Attention is sometimes given to PTSD in the immediate aftermath of a high-profile incident, such as a natural disaster, terror attack or mass shooting, like the recent high school shooting in Parkland, Fla.

"Here's the reality, though: Police and firefighters witness death and destruction daily," Heyman said. "It would be silly to think it wouldn't put a toll on them."

She said when first responders are affected and don't get help, it can also have a negative result on the community they serve and can be thought of more as an "occupational hazard."

"These individuals are the guardians for our community," Heyman said. "What happens when their decision-making is flawed? We need for them to be healthy."

Follow Christal Hayes on Twitter: @Journo Christal

Read or Share this story: https://usat.ly/2GQOntp



## A Solid Foundation for the Future

Acting on the discount rate, asset allocation, and amortization, CalPERS has built a solid path forward for the long-term future of the fund.

We have provided retirement security for California's public employees for more than 85 years. Through good times and bad, CalPERS has been a strong, reliable presence in our members' lives. Our \$21 billion in annual benefit payments help fuel economic activity across the Golden State.

### How We've Strengthened the Fund

Over the past few years, we've adopted strong measures to ensure the long-term future of the CalPERS fund so that we can pay the benefits our members have earned after a career in public service.

#### **Lower Discount Rate**

Lowered the discount rate from 7.5% to 7% over three years (assumed rate of return)

### **New Asset Allocation**

Adopted new strategic asset allocation effective July 1, 2018

### **Shorter Amortization**

Shortened the amortization period for employers to pay their unfunded liability







### **Our Members Tell Our Story**

They depend on us to help them achieve a measure of financial security in retirement after a career dedicated to public service.

We partner with 2,945 employers to provide pension benefits for retirees and their beneficiaries on behalf of the state, public agencies, school districts, and special districts. Our members include public employees from across California, including peace officers, firefighters, secretaries, custodians, bus drivers, and their beneficiaries.



\$21.4 bi paid in pension benefits annually (FY 2016-17)



average monthly allowance for all retirees



average monthly allowance for members retiring in FY 2016-17



of all service retirees receive monthly allowance less than \$3,000



only earn pensions greater than \$100,000, typically city leaders, physicians, and university employees



38% School members

31% Public Agency members

### **Investing for the Long Term**

Our bottom line is strong and getting stronger.

The numbers that measure a pension plan's health have been on the rise, and recent investment returns and cash flow improvements only strengthen our position.

Every dollar we save by reducing our operating or investments costs, or by developing simpler, more efficient processes, is another dollar we can invest toward our members' benefits.

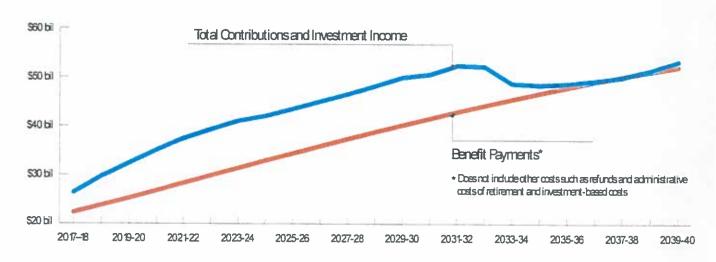


Funded Status 2015-16



Funded Status
December 31, 2017

#### Total Fund Cash Flows are Improving





## \$350 billion

in assets as of December 31, 2017



## 1.5-2% reduction

in overhead costs each of the next 5 fiscal years



## 15.7% investment returns

in calendar year 2017; 11.2% in FY 2016-17



## 300+ → 150 reduction

in external managers



### \$47 billion

increase in assets in calendar year 2017



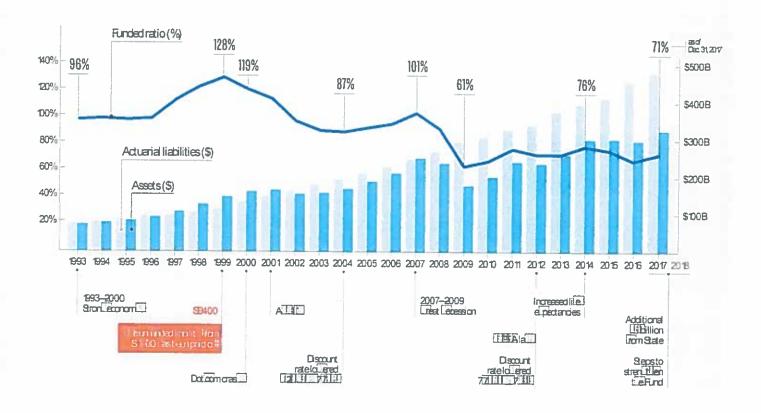
## \$170 million savings

in reducing investment expenses in FY 2015-16

### **Retirement Security Across the Decades**

We opened our doors in 1932 in the middle of the Great Depression, after California voters approved creating a plan to provide retirement security to the state's public employees. Over the decades we have faced challenges and made tough decisions in the best interest of our members and the fund.

#### Historical Factors Impact Funded Status (1993-2018)



It will take time to increase our funded status, but lowering the **discount rate**, adopting a new strategic **asset allocation**, and shortening **amortization period**, as well as improving efficiency and reducing operational costs, will **strengthen the sustainability of the CalPERS fund** for decades to come.



#### LEGAL UPDATE: SB 396 CHANGES CONTENT OF HARASSMENT PREVENTION TRAINING

By Traci Park, Kelly Trainer & Meaghan Snyder, Burke, Williams & Sorensen, LLP

#### What is SB 396?

SB 396, which became effective January 1, 2018, adds a new element to existing California law mandating that public employers (and private employers with 50 or more employees) provide at least two hours of training and education regarding sexual harassment to all supervisory employees once every two years.

The new law requires employers to include, as a component of sexual harassment training for supervisors, training regarding gender identity, gender expression, and sexual orientation. This training is designed to instruct supervisors how to identify and prevent harassment based on gender identity, gender expression, and sexual orientation. Both gender and sexual orientation are separate and distinct legally protected characteristics.

#### What Do the Various Terms Covered by SB 396 Actually Mean?

The Department of Fair Employment and Housing (DFEH) has approved new regulations regarding gender identity and expression in the workplace that are useful for understanding the practical implications of the new training requirements.

- The regulations define "gender expression" as a person's gender-related appearance or behavior, whether or not stereotypically associated with the person's sex at birth.
- "Gender identity" is defined as a person's identification as male, female, a gender different from the person's sex at birth, or transgender.
- "Transgender" is a general term that refers to a person whose gender identity differs from the person's sex at birth. A transgender person may or may not have a gender expression that is different from the social expectations of the sex assigned at birth.
- The regulations also include a definition for "transitioning," which is defined as a process some transgender people go through to begin living as the gender with which they identify, rather than the sex assigned to them at birth. This may or may not include changes in name and pronoun, bathroom facility usage, and participation in employer-sponsored activities such as sports teams and volunteering. The process may also include undergoing hormone therapy, sex reassignment surgery, or other medical procedures.
- Sex includes, but is not limited to, a person's gender, gender identity and gender expression, pregnancy, childbirth, breastfeeding, and medical conditions related to pregnancy, childbirth, or breastfeeding.
- Sexual orientation is defined as a person's emotional, romantic, or sexual attraction to another
  person. Types of sexual orientations include, but are not limited to, heterosexuality,
  homosexuality, bisexuality, pansexuality and asexuality.

#### What Are Some Important Related Issues?

Along with training regarding gender identity, gender expression, and sexual orientation, employers should be cognizant of the practical implications of the rights of transgender employees in the workplace. For example:

- Employers must call employees by their preferred name and identify them based on their preferred gender identity.
- Employees are permitted to use a restroom that corresponds with their gender identity.
- Employees are permitted to dress consistently with their gender expression. Note, however, that
  there are exceptions where employees are required to wear a uniform and where restrictions on
  dress are imposed for health and safety purposes.

#### How Can Employers Provide Effective SB 396 Training?

The new law contains built-in language to ensure that SB 396 training is understandable and accessible. The law mandates that SB 396 training include practical examples of harassment based on gender identity, gender expression, and sexual orientation, and also requires that the training be presented by trainers or educators with knowledge and expertise in those areas. As such, California employers should provide training that includes hypothetical scenarios that permit employees to actually conceptualize and contemplate scenarios where unlawful harassment may be occurring. This ensures that employees do not merely consider the concepts of gender identity, gender expression, and sexual orientation in a vacuum, but rather recognize the situations where unlawful harassment can and does occur, and how it can be prevented in the future.

\* Please note that the information provided in this document is intended to be general in scope only. CSDA recommends consulting with legal counsel for detailed advice pertaining to any legal questions.

# How Tucson Fire is reducing ambulance rides and saving money

Kevin Boughton

TUCSON, Ariz. - A groundbreaking program at the Tucson Fire Department to help people and save money is showing significant progress in its second year.

The Tucson Fire Department receives hundreds of 911 calls each day. The department's infrastructure of people and machines is designed to handle around 65,000 calls per year but Captain Brian Thompson says the actual number of calls is more than 92,000.

"So, we're being overrun, overburdened by the 911 system," Thompson said.

Thompson says many of those calls come from the same people for the same things. He says people call for help with issues that stem from problems like food insecurity, chronic, but manageable, illness, or homelessness. He says each time a crew transports someone to the hospital in an ambulance it carries a price tag of roughly \$1,200.

He says one person racked up a ambulance and hospital bills of more than \$140,000 in a single year.

"We call them super-utilizers, sometimes a loyal customer," Thompson said.

Out of that problem Chief Sharon McDonough and other department administrators developed a new program, Tucson Collaborative Community Care, or, TC3. It launched in early 2016.

McDonough recognized an increasing number of calls were for problems rooted in chronic problems often associated with an aging population.

How it works: If firefighters and paramedics arrive at the scene of a 911 call and determine if someone there would be a candidate they refer them to TC3.

The four-person crew of two firefighters, a social worker, and paramedic pays them a visit, talks about the person's issues, examines their home, and then connects that caller with the correct social services. Thompson says they have even gone with patients to their doctor's office to discuss care.

"It's a twofold mission: helping the individual and reducing the call load," Thompson said.

Its working on an individual and large-scale level. A recent audit showed just ten people were responsible for 324 ambulance rides last year but dropped to just 24 after meeting with TC3.

The results are also showing up at city hall. During a recent budget meeting, city staff told council members projected revenue for ambulance transport fees fell short of

expectations – a result of fewer transports. Staff was quick to point out they are pleased with the program do not intend to change TC3 because of this.

"This is the wave of the future. if we're going to do things right we have to do this," Thompson said.

## CalPERS may join union foes of 401(k) option Capitol Weekly | Capitol Weekly

ED MENDEL

#### News



The CalPERS headquarters in Sacramento. (Photo Shutterstock)

by posted 04.09.2018

A bill by state Sen. Steven Glazer, D-Orinda, giving new state workers the option new University of California workers received two years ago, a 401(k)-style plan rather than a pension, is opposed by unions and soon may be opposed by CalPERS.

More than a third of eligible new UC employees have chosen a 401(k)-style plan. Instead of a guaranteed lifetime monthly pension check, the 401(k) plan that replaced pensions in most of the private sector uses individual tax-deferred investments to build a retirement fund.

Orinda and two other cities in Glazer's district, Lafayette and Danville, are among the few California cities that give employees 401(k)-style retirement plans, not pensions.

A 401(k) plan avoids pension debt, now a soaring cost for many governments. Employers only make a "defined contribution" to the retirement fund of an active employee. As critics point out, the risk of investment loss is shifted from the employer to the employee.

But as the UC example seems to show many employees, apparently not planning a full government career, prefer a portable investment plan they can control and take with

them to a new job.

"This pension reform idea would be good for employees and provide a more stable fiscal foundation for the state," Glazer said in a news release. "This new retirement plan would be especially attractive to millennials who do not intend to work for the state their entire lives."

Sen. Glazer

Orinda and two other cities in Glazer's district, Lafayette and Danville, are among the few California cities that give employees 401(k)-style retirement plans, not pensions. The cities get police and fire services from the Contra Costa County Sheriff and fire districts.

"Most employees do not spend their entire career in state employment," Glazer's news release said. "Younger employees who work as long as 15 years for the state would likely be better off with their own retirement plan."

Pension systems usually have a "break-even point," the years of service needed before employee contributions begin to earn pension benefits that exceed the value of the same amount of money invested in an idealized 401(k) plan.

A California Faculty Association letter said the bill "would promote 401(k)-style retirement plans over more state-run pension plans" and would set a "dangerous precedent" by allowing state employees to opt out of CalPERS.

Two studies found different "break-even points" for CalSTRS, which has a back-loaded formula that increases pension amounts as teachers near retirement age. For teachers starting at age 25, an Urban Institute study said it was 24 years, a UC Berkeley study 20 years.

The first committee hearing on Glazer's bill, SB 1149, originally scheduled for today, has been reset for April 23. More than a dozen unions have filed letters of opposition with the Senate Public Employment and Retirement Committee.

Many of the union opposition letters mention the shift of investment risk to employees, potential problems created by a five-year vesting period and a 401(k) employer contribution limited to the pension normal cost, and questions about investment fees and management.

One of the letters mentions a common worry among public pension supporters. Some reformers want to shift government employees to 401(k) plans, following the trend among private-sector businesses that eliminates pension debt.

A California Faculty Association letter said the bill "would promote 401(k)-style retirement plans over more state-run pension plans" and would set a "dangerous precedent" by allowing state employees to opt out of CalPERS.

"This legislation raises very strong concerns as it would weaken CalPERS by allowing individuals to opt-out and take state contributions out of the system," said the faculty association letter.

"But we do have to make sure that this system is sustainable over the long

term." - Jerry Brown

When the CalPERS board was told last month that the staff was analyzing the Glazer bill, board member Theresa Taylor said: "It's my understanding that as we pull employees out into another fund essentially what you are doing is weakening the pension fund."

Taylor said she assumed that after the analysis CalPERS would be opposed to the Glazer bill. Mary Ann Ashley, CalPERS legislative affairs chief, briefly nodded her head in agreement.

"OK, that's what I thought," said Taylor.

Gov. Brown ran into a similar labor-CalPERS roadblock on a major cost-saver in his 12-point pension reform, a federal-style "hybrid" plan that combines a much smaller pension with a 401(k)-style plan.

"As a matter of fact when I read the PERS analysis they say if you close the system of defined benefit (pensions) and don't let any more people in, then the system would become shaky," Brown told a legislative hearing in 2011.

"Well, that tells you you've got a Ponzi scheme," the governor said.

"Because if you have to keep bringing in new members then the current system itself is not in a sustainable position," he said. "So I don't accept that, and we don't need to close it off, anyway. But we do have to make sure that this system is sustainable over the long term."

Glazer's bill gives a departing 401(k) member their contribution plus the matching employer contribution, with investment gains.

In a Ponzi investment fraud, made famous by convicted Wall Street swindler Bernie Madoff, money used to pay investors returns on their accounts comes not from earnings but from new investors.

Passage of the rest of Brown's pension reform led to the UC 401(k) option. The governor wanted a cap on UC pensions similar to the one his pension reform imposed on state and local government hired after Jan. 1, 2013, under his Public Employees Pension Reform Act.

UC officials said pensions aid in recruiting top talent, particularly when competing with private universities that offer higher salaries but a 401(k) plan. A UC task force proposed that a 401(k) plan supplement capped pensions and also be offered to new hires as a pension alternative.

Weakening the UC pension plan by diverting new members apparently was not an issue. A number of unions agreed to the 401(k) option, including 11,000 clerical workers represented by the Teamsters.

On leaving state government, employees can get a refund of their CalPERS contributions with interest or leave their money with CalPERS and collect a pension when they retire.

Glazer's bill is more generous, giving a departing 401(k) member their contribution plus

the matching employer contribution, with investment gains. The employee contribution is the same as the pension contribution for those under PEPRA.

The employer contribution is the same as would have been contributed for the pension "normal cost" if the employee did not have a 401(k). The "normal cost" presumably covers the cost of a pension earned during a year.

For "miscellaneous" state workers, the current average PEPRA employee rate is 6.9 percent of pay and the employer normal cost contribution is 7.5 percent (see CalPERS chart below). Private-sector employer 401(k) contributions have been averaging <u>about 4.5 percent</u>.

Most employees chose to put their contributions into their CalPERS pensions. But 40 percent (22,934) made no choice and their contributions defaulted into a Savings Plus 401(k) or 401(a).

The "unfunded liability" payment, often higher than the normal cost, is only paid by the employer. It covers debt from previous years, mostly due to below-target investment earnings or a change in actuarial assumptions such as lowering the earnings forecast.

State workers have had retirement plan choices in the past. A cost-cutting measure in 2004 to help pay off a never-issued pension bond proposed by former Gov. Arnold Schwarzenegger put the first two years of employee contributions into a 401(k)-style plan.

When the Alternate Retirement Program ended last Oct. 31, only 915 of the 57,405 participants had chosen to put the contributions into a Savings Plus Program 401(k), a supplemental program for state workers, said Amy Morgan, a CalPERS spokeswoman.

Most employees chose to put their contributions into their CalPERS pensions. But 40 percent (22,934) made no choice and their contributions defaulted into a Savings Plus 401(k) or 401(a). They have the option of purchasing two years of service credit for their pensions.

In 1984 legislation by former Assemblyman Dave Elder, D-Long Beach, gave most state workers the option of switching to a lower-paying pension that did not require an employee contribution, then 5 percent of pay.

"CalPERS found that 47 percent of new workers from 1984 to 1988 chose the lower pension tier, which did not require any payroll deductions from employees," a Little Hoover <u>Commision report</u> said in 2011.

The optional lower pension formula "1.25 at 65" (1.25 percent of final pay for each year served at age 65), down from the previous "2 at 60," was given to all new hires during a state budget crunch in 1991.

A massive CalPERS-sponsored pension increase during a high-tech stock market boom, SB 400 in 1999, gave most state workers a "2 at 55" pension. Now the PEPRA pension for new non-safety state employees is "2 at 62."

Ed's Note: Reporter Ed Mendel covered the Capitol in Sacramento for nearly three decades, most recently for the San Diego Union-Tribune. More stories are at

## DVIDS - News - CPEN leaders gather for Wild Land Fire Table Top Exercise 2018

In the early hours of Thursday morning Camp Pendleton Fire Department responded to a small vegetation fire which broke out in one of the base's training areas. At 2:00 a.m. the "all clear" was given, and by the time staff arrived for work, the only proof of its existence remained in a notification email, read over a morning cup of coffee.

2017 was a destructive fire season for California, with expenditures and damage reaching \$180 billion and over one million acres burned, of which less than a tenth of a percent originated on Camp Pendleton. As this year's June to October fire season draws closer, leaders attended a bi-annual Wild Land Fire Table Top Exercise on Camp Pendleton, Calif., March 22, 2018, that provides area commanders with an understanding of the installations concept of preparedness, response, and effort in the event of a wildfire.

Multiple units were in attendance, each providing unique insight into the many aspects of wildfire response. Topics such as the history of fires on and around the base, Camp Pendleton Fire Department's (CPFD) roles and responsibilities and evacuation control were examined critically by those who would be involved in the decision-making processes.

"This [exercise] is more for the operations officers and commanders to have an awareness of their areas," said CPFD Deputy Fire Chief, Christopher Hubmer. "Now they'll go back to their groups and train their staff and give them expectations going forward."

Live ammunition training on Camp Pendleton takes place year-round to provide Marines with realistic when in combat environments. The exercises can be a source of concern for neighboring communities, as it holds the potential to start a brush fire, especially during rough weather conditions. Chief Hubmer addressed those concerns during his brief, indicating that CPFD accounts for heightened risk factors by conducting controlled burns. The burns systematically reduce flammable materials like dead brush and trees, essentially depriving a potential fire of fuel after it has burned to a certain point.

"We burn areas on purpose," Hubmer said, "We make it a safer place, so a potential fire doesn't leave the installation."

The base also utilizes a five-tiered Fire Danger Rating (FDR) system; low, moderate, high, very high, and extreme. Each tier comes with its own set of cautions and restrictions which provide range control officers, like Joe Vaineharrison, guidance on what types of training can take place in certain weather conditions.

"We start applying restrictions to what types of ammunition we can or can not shoot," explained Mr. Vaineharrison. "Whether it be tracers or airborne pyrotechnics, restrictions on smoke, artillery simulators, we startrestricting those back as the FDR goes up."

The table top exercise also featured a guided discussion where leaders briefed the audience on their response tactics in the face of a fire scenario. Not all of the scenarios were hypothetical, and many leaders touched on their respective responses to last December's off-base wildfire in Bonsall, Calif., dubbed the Lilac Fire.

Although neither Camp Pendleton nor its training was the source of the Lilac Fire, CPFD and Marine Corps assets assisted in battling the flames, which burned 4,100 acres approximately 14 miles outside the San Luis Rey Gate. Camp Pendleton also provided roads of safe travel for evacuees fleeing from neighboring communities and opened its stables to local horse owners as well, garnering national attention.

"What happens to our base affects our neighbors, and what happens to them affects us," Hubmer stated to the group.

Each year, Camp Pendleton conducts several training events to remain prepared in the event of a wildfire on the installation or if requested to support firefighting efforts outside of the installation. For more information on upcoming events and wildfire and emergency planning, visit www.pendleton.marines.mil, or follow us on Facebook, Instagram, and Twitter.

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CAMP PENDLETON, CA, US

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#### PUBLIC DOMAIN

This work, CPEN leaders gather for Wild Land Fire Table Top Exercise 2018, by <u>Cpl</u> <u>Desiree D King</u>, identified by <u>DVIDS</u>, must comply with the restrictions shown on <u>https://www.dvidshub.net/about/copyright</u>.

# California wildfire effects linger for some growers

Some avocado growers' groves were severely damaged by the Thomas and Lilac wildfires in California, though overall volume throughout California is only down about 5%. (Photo courtesy Albert Munoz/Mission Produce)

The largest wildfire in California's history damaged a number of avocado groves and left some workers homeless before the five-week blaze was declared fully contained Jan. 11.

Called the Thomas fire, the blaze started in Santa Paula in Ventura County Dec. 4 and burned nearly 282,000 acres in Ventura and Santa Barbara counties.

A second fire, called the Lilac fire, broke out in Bonsall in San Diego County Dec. 7 and burned 4,000 acres, including some avocado groves, before it was declared contained 10 days later.

The Irvine-based California Avocado Commission said the fires will cause only about a 5% decrease in this season's volume projection, but a number of growers suffered significant losses.

"Some California avocado growers were severely impacted by the fires, experiencing devastating losses, both personally and in their groves," said Jan DeLyser, the commission's vice president of marketing.

"We continue to hold them in our thoughts as they work to recover and rebuild," she said.

Los Angeles-based The Giumarra Cos. has a packinghouse in Ventura, said Gary Caloroso, business development director.

"The hill behind our packinghouse was on fire," he said.

The facility was saved, but heavy smoke billowed throughout the area for at least a couple of weeks.

"It was really horrible for the growers and the folks in Ventura County," Caloroso said.

The company will replace any lost volume by sourcing from growers who were not affected by the fire. But Caloroso expressed sympathy for growers whose trees were damaged or destroyed.

"If you lose trees, it takes years to replant," he said. "It's terrible to think about."

The Lilac fire destroyed a 7-acre grove owned by Del Rey Avocado Co. Inc., Fallbrook, Calif., said partner Bob Lucy.

Replacing those trees won't be easy since avocado nurseries are overbooked until 2020, he said.

The company will stump many of the damaged trees and see if they regrow.

In addition, much of the irrigation system was melted or destroyed.

Replacing trees and repairing other damage will be a real project, he said.

Most of the company's work crews are picking this year's crop and don't have time to tend to the burn area.

"We're in a tough position," Lucy said.

Despite the damage in San Diego County, Lucy said growers there were lucky compared to their counterparts in the northern growing areas.

"Some really very fine growers in Ventura County lost a lot of acreage, and a number of them lost their homes," he said. "It was pretty tragic."

Heavy winds also caused excessive fruit drop in some areas around the time of the fires, said Steve Taft, president and chief executive officer of Eco Farms Corp., Temecula, Calif.

"Everybody got hit by the wind," he said.

There was some fruit loss, but there also is a slight upside, he said, since the fruit that remains on the tree has more room to grow.

## PUC fire-risk maps could have saved lives

Tom Elias, Columnist Published 11:28 a.m. PT March 27, 2018



FILE - In this Oct. 22, 2007 file photo, three firefighters brace themselves from explosive heat coming from a burning home in the Rancho Bernardo area of San Diego, set off by a wildfire. The California Public Utilities Commissions has voted to have San Diego utility shareholders, not ratepayers, pay \$379 million in costs from three 2007 deadly blazes ignited by power lines. (AP Photo/Lenny Ignelzi, file) ORG XMIT: PDX407(Photo: Lenny Ignelzi, AP)

It was a clear-cut case of too little, too late when the California Public Utilities Commission the other day issued its first-ever map showing where the likelihood of utility-sparked wildfires is highest.

This long-awaited map and its accompanying regulations made their appearance more than 10 years after it could have and should have been drawn. The blueprint shows not only areas of greatest risk for major blazes, but also rates various locales on their danger levels, with tougher inspections and tree-trimming requirements needed in areas of greatest menace.

It's all because big, privately owned utilities must serve all areas, not merely those that are most convenient. That's part of the deal giving them power-service monopolies over vast regions. With their agreement to serve fire-risk zones comes the responsibility to do it safely.

The findings are not yet in on whether Pacific Gas & Electric Co. or Southern California Edison were in any way culpable for the hugely destructive Wine Country fires of last fall or the Thomas Fire that ravaged Ventura and Santa Barbara counties in December.

Both companies are now defendants in multiple lawsuits. Some allege that sparks from electric wires caused at least one big inferno and others claim a utility work crew spurred another.

If the areas where those alleged incidents supposedly occurred had been mapped earlier, with tougher regulations applied to them, it's possible that lives, homes, crops and businesses might have been spared.

Creation of the map was first ordered by the PUC shortly after the 2007 Witch Fire destroyed at least 1,500 homes and killed 17 people in San Diego County. Investigators placed the blame for that fire on arcing power lines of the San Diego Gas & Electric Co., which has failed so far in its efforts to force consumers to pay more than \$300 million in costs not covered by insurance.

One newspaper reported last fall that utilities repeatedly asked to slow down the mapping, saying some proposed regulations would "add unnecessary costs to construction and maintenance projects in rural areas."

The problem with those objections, apparently heeded by the PUC as it extended the mapping deadline repeatedly, is that when strong winds blow, fires in rural areas can spread to more heavily populated places, as residents of Ventura, Montecito, Santa Rosa and Calistoga learned.

Like many government agencies, the PUC moaned that it had insufficient staff, in this case to inspect all utility lines. But 10 years was likely enough time for just one inspector to check every power line in high-risk areas of California.

"The sad part," Democratic state Sen. Jerry Hill opined after the Wine Country fires, "is the maps didn't arrive before these fires. ... It's an outrageous example of negligence by a regulatory agency."

The good news is that, pressured by the results of its relaxed approach to the mapping project, the PUC has adopted new regulations. This won't help anyone victimized by recent fires and mudslides, but it should prevent some future damage from arcing and sparking power lines.

Utilities, led by SDG&E in last fall's Lilac Fire near Fallbrook, also show more readiness to cut off power in potentially affected areas during early stages of fires in hopes of containing damage. That worked in the Lilac blaze, which was knocked down much more quickly than others that burned simultaneously.

One problem: The new map-related rules take effect only gradually, applying after Sept. 1 to areas where fire peril is highest and not until June 30 of next year in other places. Utility companies will have to file annual reports on their fire-prevention efforts in high-risk areas, but the first isn't due until Oct. 1.

These are positive developments, and to the PUC's shame, there appears to be no good reason why they did not happen much earlier.

# San Diego adding wildfire prevention policies to development blueprint

#### David Garrick

- San Diego is adding anti-wildfire policies to its development blueprint.
- The policies cover everything from brush management guidelines to the use of fireresistant building materials
- The City Council is scheduled to approve them this spring.

San Diego is adding policies aimed at preventing massive wildfires to the city's blueprint for future development, which is referred to as a general plan.

The policies, which will constitute a new wildfire planning section of the plan, cover everything from brush management guidelines to the use of fire-resistant building materials in dangerous areas.

Many of the rules apply only to homes located on the edges of canyons or along San Diego's dangerous urban wildland interface – where suburban neighborhoods bump up against undeveloped wilderness.

The Planning Commission last week unanimously approved the new policies. They were OK'd in January by the state Board of Forestry and Fire Protection. The City Council is scheduled to approve them this spring.

City officials say many of the new policies have already been in place, but a new state law requires all cities in California to add them to their general plans.

The policies require city officials to consider how to minimize wildlife risk when neighborhood growth plans, known as community plans, get updated.

They also identify preferred building and site-design methods, guidelines for development on hillsides and ridges and the need for developments to include "defensible" space and adequate fire breaks.

The policies also require ongoing brush management of property owners to minimize fire risk.

Eddie Villavicencio, a San Diego fire marshal, told the Planning Commission there are 49,000 properties in the city that are required to submit to brush management inspections. He said 45,505 of those properties are private residences located on the rims of canyons.

City fire officials said they take a comprehensive approach to fire protection, which is addressed many times in the city's municipal code in the emergency preparedness guide Ready, Set, Go.

The city also helped write and has adopted the San Diego County Multi-Jurisdictional

The website of the city's Fire-Rescue Departme many tips for preventing wildfires and includes	ent, <u>sandiego.gov/fire</u> , provides residents a how-to video on brush management.	
<b>7</b> 1 <b>0</b>		
	Three must-see headlines	
david.garrick@sduniontribune.com (619	) 269-8906	
Twitter:@UTDavidGarrick		
• <u>Fires</u>		

Hazard Mitigation Plan, a countywide plan that identifies risks and ways to minimize

damage during disasters.

# FirstNet Core Delivers on the Promise of a Dedicated Network for Public Safety

By Jeff Bratcher, Chief Technology Officer and Operations Director

Following the terrorist attacks of 9/11, public safety from all disciplines joined together to advocate for a single nationwide public safety broadband network. A wireless network they would fight for and have a say in from the start. A network built upon industry standards, nationwide spectrum, and a device portfolio for all disciplines to ensure interoperability - a network with the security and reliability to help meet their lifesaving needs.

The First Responder Network Authority was established to work hand-in-hand with first responders to fulfill the promise of a nationwide network dedicated to them in times of need. We did this by working with public safety agencies around the country and listening to them. We used their input and feedback to develop the Request for Proposal (RFP) for a technology partner. One year ago this week, following a rigorous procurement process, we formed a public-private partnership with AT&T to execute on public safety's vision for this network. This includes the construction of a dedicated, robust, highly available and redundant distributed core infrastructure.

This week, AT&T has met another monumental contractual milestone by launching and delivering the FirstNet core to the First Responder Network Authority. The input and feedback we received from public safety has come to life with this core.

It is the first-ever nationwide LTE enhanced packet core infrastructure built specifically for our nation's first responder community. The FirstNet core serves as the brain and nervous system of the nationwide network – it separates public safety traffic from commercial traffic and supports current FirstNet functions, like Quality of Service (QoS), priority and preemption. It will also support future mission-critical services to be offered by FirstNet, like Mission Critical push-to-talk and location based services.

This dedicated FirstNet core is the foundation for the delivery of advanced public safety features requested by first responders that are unique to the FirstNet service offering, including:

- End-to-end encryption. One of the most anticipated features of the network, end-to-end encryption will allow public safety users to transmit encrypted data securely across LTE enabled devices. The FirstNet core comes with FIPS 140-2 compliant VPN solutions, radio, transport and network core encryption, and advanced physical and logical security protocols to keep all traffic on the network protected.
- **Around the clock security monitoring.** The FirstNet core will be monitored 24/7/365 by a dedicated team at the Security Operations Center (SOC) whose sole focus will be to monitor the security of the network.

- Superior reliability and availability. As we have heard and continue to hear from our public safety community, reliability and coverage are key to improving emergency communications. The FirstNet core will help enable the network's 99.99% end-to-end service availability. To enable redundancy and improve performance nationwide, core network elements will be geographically distributed across multiple locations.
- Local control. Emergency incidents need to be managed at a local level which is why FirstNet's core introduces a local control framework that unlocks different levels of priority and puts control in the hands of local responders. This means incident commanders and eligible first responders can boost priority levels to best support specific situational responses, ensuring that responding units stay connected when it matters most.
- **Mission critical functions.** The FirstNet core will support a range of next-generation public safety capabilities being developed for first responders based on open standards. In the future, these will include services such as Mission-Critical Push-to-Talk, enhanced location-based services, and more.

To ensure the network delivers the performance and integrity public safety demands, the FirstNet core will continue to undergo validation and testing with the First Responder Network Authority. Alongside AT&T, we will exercise the functionality of the public safety features, measure redundancy under a variety of conditions, and validate the overall performance and resiliency of network components. With the results of these tests, the First Responder Network Authority and AT&T will validate that the network will be there when public safety needs it.

While we are moving to expedite this process, we will not sacrifice delivering a robust, first class, secure broadband experience to our public safety users. This final phase of testing and validation is expected to be completed in the April/May timeframe. In the meantime, FirstNet users can begin moving to the core as part of a controlled introduction by AT&T. Once this phase of testing and validation is completed, more FirstNet users will move to the core.

The delivery of public safety's dedicated core is another major milestone for FirstNet, and it closely follows the <u>buildout of public safety's spectrum</u> – Band 14. As we move to operationalize the FirstNet core, we will continue to work closely with public safety as the full benefits of the network they fought for come to fruition.

# Smoke Alarm Recall: Nearly Half a Million Might Not Alert Consumers of Fire

NEW YORK CITY, N.Y. – Nearly half a million smoke alarms nationwide are being recalled due to a risk of failure to alert consumers to a fire, the <u>U.S. Consumer Product Safety Commission</u> said Wednesday.

About 452,000 Kidde dual-sensor (photoelectric and ionization) smoke alarms sold in the U.S. and another 40,000 sold in Canada may be defective, the warning states.

Models PI2010 and PI9010 are being recalled.



Nearly half a million Kidde smoke alarms were recalled in March 2018 because a yellow cap, pictured, may have been left inside the alarm. (U.S. Consumer Product Safety Commission)

The issue is a yellow cap possibly left on the smoke alarm during the manufacturing process that may cover one of two sensors, compromising its ability to detect smoke. This puts consumers at risk of not being alerted to a fire, according to the warning.

April 24, 2018 - Regular Board Meeting

Consumers are advised to remove the alarm from the wall or ceiling, inspect it for the presence of a yellow cap and immediately contact Kidde if one is located. The potentially defective smoke alarm should only be discarded once a replacement is received and installed.

During the inspection, Kidde advises consumers to <u>not take apart the alarm</u>, open the casing or otherwise remove the yellow cap, if present.

"If no yellow cap is present, consumers should reinstall the smoke alarm and no further action is needed," the consumer product agency states.

The recalled Kidde smoke alarms were sold at Menards, Home Depot, Walmart, and other department, home, and hardware stores nationwide; and online at Amazon.com, ShopKidde.com and other websites from September 2016 through January of this year for between \$20 and \$40.

The recall comes four months after 38 million <u>Kidde fire extinguishers were recalled</u>. At the time, the consumer product agency stated the extinguishers can get clogged and might not work.

While this recall does not affect detectors currently given out through WNEP's Operation Save a Life, people are encouraged to check their home detectors.

For more information, consumers can call Kidde toll-free at 833-551-7739 from 8:30 a.m. to 5 p.m. ET Monday through Friday or 9 a.m. to 3 p.m. on Saturday and Sunday. Those who prefer not to call can go online can visit <a href="http://www.kidde.com">http://www.kidde.com</a> and click on "Product Safety Recall" for more information.

# **Identify Your Smoke Alarm**

Compare your alarm model to other smoke alarm models. Affected units are identical to the alarm featured in the green box. All other smoke alarms are not affected by this product notice.

### **Affected**



### **Non-Affected**



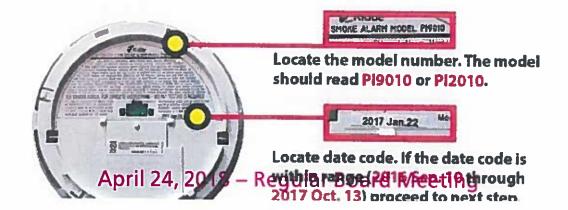


Look for this pill shaped design on the front of the unit. This feature is slightly raised and is unique to this alarm.

If your alarm matches this design, please proceed to the next step.

# **Locate Model and Date Code**

Examine the back of the unit.



## San Diego City, County Officials Eye Single Fire Dispatch Center

Debbie L. Sklar

Share This Article:



Photo by Alexander Nguyen

Fire officials are exploring bringing city, state, county and federal emergency dispatch centers under one roof, based on the recommendations of a study presented Wednesday at a San Diego City Council committee meeting.

The study by Citygate Associates looked at the needs of the <u>San Diego Fire-Rescue</u> Department's emergency communications center and found the 26-year- old command hub has far exceeded its intended capacity and is not sufficiently secure. Its footprint cannot be expanded due to the size of the lot.

The center handles about 200,000 calls per year.

"I can say without a doubt you are bursting at the seams at that facility," Councilman Chris Cate said at the Public Safety and Livable Neighborhoods Committee meeting.

As a remedy, the firm recommended the city explore building a consolidated dispatch center that would be used by the region's other large fire services: the San Diego County Fire Authority, Cal Fire and the U.S. Forest Service.

The city operates two dispatch centers, which also serve five smaller cities, while the county, state and Forest Service each operate their own centers. Los Angeles County,

April 24, 2018 - Regular Board Meeting

which has a population over three times that of San Diego County, has two main fire dispatch centers by comparison, according to Citygate.

The best option would likely be co-location rather than unification. That means that dispatchers from the city, county and Forest Service would work alongside one another rather than together because unifying staffing practices and procedures could be prohibitively complex, according to the report.

City and county leaders have already signaled their interest in exploring a co-located dispatch center that would serve the region for at least five decades.

Fire officials hope to firm up their plans for the dispatch center, identify a site and craft a funding proposal by the end of the year.

If the co-location plan falls through, Citygate recommended that the city move forward with building a new dispatch center that would open by 2020.

-City News Service

San Diego City, County Officials Eye Single Fire Dispatch Center was last modified: March 21st, 2018 by

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# NORTH COUNTY FIRE PROTECTION DISTRICT

FIRE CHIEF/CEO

TC	):	BOARD OF DIRECTORS	
FROM:		STEPHEN ABBOTT, FIRE CHIEF/CEO	
DA	TE:	APRIL 24, 2018	
SL	IBJECT:	COMMENTS, REPORTS AND UPDATES	
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# NORTH COUNTY FIRE PROTECTION DISTRICT

FIRE CHIEF/CEO

TO: BOARD OF DIRECTORS

FROM: STEPHEN ABBOTT, FIRE CHIEF/CEO

**DATE:** APRIL 24, 2018

SUBJECT: CLOSED SESSION

CS-1. ANNOUNCEMENT - PRESIDENT MUNSON:

An announcement regarding the items to be discussed in Closed Session will be made prior to the commencement of Closed Session.

CS-2. CONFERENCE WITH LABOR NEGOTIATOR – GOVERNMENT CODE § 54957.6 — MANAGEMENT GROUP NEGOTIATIONS – CHIEF ABBOTT:

NCFPD MANAGEMENT GROUP

DISTRICT NEGOTIATORS:
CHIEF ABBOTT, DISTRICT COUNSEL JAMES

CS-3. CONFERENCE WITH LABOR NEGOTIATOR - GOVERNMENT CODE § 54957.6 — NON-SAFETY GROUP NEGOTIATIONS - CHIEF ABBOTT:

FFA Non-Safety Group Negotiators

District Negotiators:
Chief Abbott, District Counsel James

CS-4. CONFERENCE WITH LABOR NEGOTIATOR - GOVERNMENT CODE § 54957.6 — SAFETY GROUP NEGOTIATIONS — CHIEF ABBOTT:

FFA SAFETY GROUP NEGOTIATORS

DISTRICT NEGOTIATORS:
CHIEF ABBOTT, DISTRICT COUNSEL JAMES

CS-5. CONFERENCE WITH LABOR NEGOTIATOR - GOVERNMENT CODE § 54957.6 -- UNREPRESENTED INDIVIDUALS -- CHIEF ABBOTT:

EXECUTIVE ASSISTANT/BOARD SECRETARY AND FIRE MARSHAL
DISTRICT NEGOTIATORS:
CHIEF ABBOTT, DISTRICT COUNSEL JAMES

CS-7. CONFERENCE WITH REAL PROPERTY NEGOTIATOR — GOVERNMENT CODE

§ 54956.8 — CHIEF ABBOTT:

PROPERTY LOCATION: 4157 Olive Hill Road – Station 3

PARTIES: Fallbrook, CA 92028;

North County Fire Protection District (Seller)

UNDER NEGOTIATION: Terms of Sale:

DISTRICT NEGOTIATORS: Chief Abbott, District Counsel James

CS-8. REPORT FROM CLOSED SESSION — PRESIDENT MUNSON

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April 24, 2018 - Regular Board Meeting

Page 212