



## **RANCHO SANTA FE FIRE PROTECTION DISTRICT BOARD OF DIRECTORS MEETING AGENDA**

Rancho Santa Fe FPD  
Board/Community Room – 16936 El Fuego  
Rancho Santa Fe, California 92067

November 18, 2009  
Regular Session 1:00 pm

### **RULES FOR ADDRESSING BOARD OF DIRECTORS**

Members of the audience who wish to address the Board of Directors are requested to complete a form near the entrance of the meeting room and submit it to the Board Clerk.

Any person may address the Board on any item of Board business or Board concern. The Board cannot take action on any matter presented during Public Comment, but can refer it to the Administrative Officer for review and possible discussion at a future meeting. As permitted by State Law, the Board may take action on matters of an urgent nature or which require immediate attention. The maximum time allotted for each presentation is FIVE (5) MINUTES.

### **Pledge of Allegiance**

#### **1. Roll Call**

#### **2. Public Comment**

#### **3. Special Presentations**

##### **a. Painting Presentation**

A painting will be presented to the Fire District by Leile Hazery

##### **b. Plaque Presentation**

Presentation of plaques to Tim Matt Basham, RSF Village Market, and Tim Cusac, Café Positano for their support to the District's annual Pancake Breakfast.

#### **4. Motion waiving reading in full of all Resolutions/Ordinances**

All items listed on the Consent Calendar are considered routine and will be enacted by one motion without discussion unless Board Members, Staff or the public requests removal of an item for separate discussion and action. The Board of Directors has the option of considering items removed from the Consent Calendar immediately or under Unfinished Business.

*In compliance with the Americans with Disabilities Act, if you need special assistance to participate in a meeting, please contact the Secretary at 858-756-5971. Notification 48 hours prior to the meeting will enable the District to make reasonable arrangements to assure accessibility to the meeting.*

## 5. Consent Calendar

### a. Board of Directors Minutes

- i) Board of Directors minutes of October 14, 2009 (Regular meeting)

ACTION REQUESTED: **APPROVE**

### b. Receive and File

- i) Monthly/Quarterly Reports – ACTION REQUESTED: **INFORMATION**

#### (1) List of Demands

Check 19880 thru 19948 for the period October 1 – 31, 2009 totaling: \$ 297,585.38

Payroll for the period October 1 – 31, 2009 \$ 439,304.09

TOTAL DISTRIBUTION \$ 736,889.47

#### (2) Cash Statement – July 1 – September 30, 2009

#### (3) Travel Reports

- Malin
- Pavone

#### (4) Activity Reports – October 2009

- Fire Prevention
- Operations
- Training

#### (5) District Articles – October 2009

#### (6) Correspondence - letters/cards were received from the following members of the public:

- Patrick Brady

## 6. Old Business

- a. None

## 7. New Business

### a. Contract: Shared Liability Agreement – Hiring Consortium

To discuss and/or approve the agreement to continue the District's participation in the North County Hiring Consortium and share the liability for workers' compensation coverage. [Staff Report 09-23](#)

ACTION REQUESTED: **APPROVE**

### b. Budget Authorization

To discuss and/or approve the purchase of four (4) XTS portable radios. [Staff Report 09-24](#)

ACTION REQUESTED: **APPROVE**

## 8. Oral Reports

### a. Fire Chief – Pavone

- i) Fairbanks Ranch Replacement Fire Station – Update
- ii) Cooperative Management Services Agreement - Update
- iii) District Activities

### b. Operations – Deputy Chief Michel

### c. Training – Battalion Chief Davidson

### d. Fire Prevention - Fire Marshal Hunter

- i) Presentation: Public Relations Coordinator – Julie Taber

### e. Administrative Manager – Rannals

- i) Proposition 1A Receivable Financing Program - Update

### f. Board of Directors

- i) North County Dispatch JPA – Update
- ii) County Service Area – 17 – Update
- iii) Comments

## 9. Closed Session

- a. With respect to every item of business to be discussed in closed session pursuant to Government Code Section 54956.8  
Conference with negotiators for the following real property:  
18029 Calle Ambiente, Rancho Santa Fe  
Negotiating Parties: James Ashcraft, Director; John C. Tanner, Director; Nick Pavone, Fire Chief  
Under Negotiation: Both Price and Terms of Payment
- b. With respect to every item of business to be discussed in closed session pursuant to Government Code Section 54956.9  
Conference with Legal Counsel – Anticipated Litigation  
Potential Case: 1  
*Note: legal counsel will participate via phone*
- c. With respect to every item of business to be discussed in closed session pursuant to Government Code Section 54957.6  
CONFERENCE WITH LABOR NEGOTIATORS  
Agency Negotiators: Jim Ashcraft, Randy Malin, Assigned Staff  
Represented Employees: Rancho Santa Fe Professional Firefighters Association – Local 4349  
Under Negotiation: A successor Memorandum of Understanding
- d. With respect to every item of business to be discussed in closed session pursuant to Government Code Section 54957.6:  
CONFERENCE WITH LABOR NEGOTIATORS  
Agency designated representatives: Nicholas G Pavone, Fire Chief  
Employee organization: Unrepresented Employees  
Position – Fire Chief (1); Deputy Chief (1); Battalion Chief (4); Fire Marshal (1); Administrative Manager (1)

## 10. Resolution/Ordinance

- a. Resolution No. 2009-07  
To discuss and/or adopt Resolution No. 2009-07 – *entitled* a Resolution of the Rancho Santa Fe Fire Protection District Board of Directors Adopting a Memorandum of Understanding between the Rancho Santa Fe Fire Protection District and the Rancho Santa Fe Professional Firefighters Association – Local 4349  
ACTION REQUESTED: **ADOPT**
- b. Resolution No. 2009-08  
To discuss and/or adopt Resolution No. 2009-08 – *entitled* a Resolution of the Board of Directors of the Rancho Santa Fe Fire Protection District Establishing Salaries and Benefits for Management Personnel  
ACTION REQUESTED: **ADOPT**

## 11. Adjournment



**RANCHO SANTA FE FIRE PROTECTION DISTRICT**  
**Board of Directors Regular Meeting – Agenda**  
**Wednesday, November 18, 2009 1:00 pm PST**

**CERTIFICATION OF POSTING**

I certify that on November 12, 2009 a copy of the foregoing agenda near the regular meeting place of the Board of Directors of Rancho Santa Fe Fire Protection District, said time being at least 72 hours in advance of the meeting of the Board of Directors (Government Code Section 54954.2)

Executed at Rancho Santa Fe, California on November 12, 2009

*Karlana Rannals*

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Karlana Rannals  
Board Clerk



**RANCHO SANTA FE FIRE PROTECTION DISTRICT  
REGULAR BOARD OF DIRECTORS MEETING  
MINUTES – October 14, 2009**

President Ashcraft called to order the regular session of the Rancho Santa Fe Fire Protection District Board of Directors at 1:00 pm.

*Pledge of Allegiance*

Cliff Hunter led the assembly in the *Pledge of Allegiance*.

**1. Roll Call**

Directors Present: Ashcraft, Hickerson, Hillgren, Malin, Tanner

Directors Absent: None

Staff Present: Nick Pavone, Fire Chief; Tony Michel, Deputy Chief; Cliff Hunter, Fire Marshal; Mike Gibbs, Battalion Chief; and Karlana Rannals, Board Clerk

**2. Public Comment**

No one requested to speak to the Board.

**3. Special Presentations**

a. H1N1 Virus

Mary Murphy, RN CSA-17 EMS Coordinator provided an update on the H1N1 virus, which included the exposures and deaths incurred in the County. She also spoke of the significant threat to the workforce. Workers are encouraged to “stay home” to reduce the exposure to others. She noted that the Fire District is preparing to vaccinate all personnel; however, the vaccine is in short supply.

**4. Motion waiving reading in full of all Resolutions/Ordinances**

MOTION BY DIRECTOR HICKERSON, SECOND BY DIRECTOR MALIN, CARRIED 5 AYES; 0 NOES; 0 ABSENT; 0 ABSTAIN to waive reading in full of all resolutions/ordinances.

**5. Consent Calendar**

MOTION BY DIRECTOR HICKERSON, SECOND BY DIRECTOR MALIN, CARRIED 5 AYES; 0 NOES; 0 ABSENT; -to approve the Consent Calendar as submitted.

a. Board of Directors Minutes

i) MOTION BY DIRECTOR HICKERSON, SECOND BY DIRECTOR MALIN, 5 AYES; 0 NOES; 0 ABSENT; 0 ABSTAIN to approve the Board of Directors minutes of September 9, 2009

b. *Receive and File*

MOTION BY DIRECTOR HICKERSON, SECOND BY DIRECTOR MALIN, 5 AYES; 0 NOES; 0 ABSENT; 0 ABSTAIN to receive and file:

i) Monthly/Quarterly Reports

(1) List of Demands

Check 19773 thru 19879 for the period September 1 – 30, 2009 totaling:	\$ 473,422.37
Payroll for the period September 1 – 30, 2009	<u>\$ 613,337.74</u>
TOTAL DISTRIBUTION	\$ 1,086,760.11

(2) Budget Review – July 1 – September 30, 2009

(3) Activity Reports – September 2009

- Fire Prevention
- Operations
- Training

(4) District Articles – September 2009

(5) Correspondence

- Burn Institute

6. Old Business

a. None

7. New Business

a. Budget Authorization

Karlena Rannals summarized the staff report provided. The current copier is approximately seven years old with an excess of 930,000 copies. She also reported that staff evaluated leasing the copier; however, based upon volume, she recommended purchasing the copier in lieu of leasing. Staff responded to questions from the Board.

MOTION BY DIRECTOR HILLGREN, SECOND BY DIRECTOR TANNER, and CARRIED 5 AYES; 0 NOES; 0 ABSENT; 0 ABSTAIN to authorize the funding and purchase of a new copier for a cost of \$20,200.

b. Contract: Agreement for Cooperative Management Services

Chief Pavone summarized the staff report provided. He reported that the Board has been discussing this opportunity between the cities of Solana Beach and Del Mar for over three years. With the addition of the City of Encinitas, additional opportunities for cooperative efforts exist. If all parties approve the agreement, Rancho Santa Fe Fire Protection District will provide Battalion Chief Duty coverage for four agencies beginning October 15, 2009. The Fire District will be compensated \$367,542 for the service, which was prorated for the FY10 budget. He does anticipate a significant transition for all agencies; however, there is a commitment from all agencies to make this agreement succeed. The initial agreement is for a two-year period and can be terminated by either party with 90-day notice.

MOTION BY DIRECTOR HILLGREN, SECOND BY DIRECTOR MALIN, and CARRIED 5 AYES; 0 NOES; 0 ABSENT; 0 ABSTAIN to approve the Agreement for Cooperative Management Services and authorize the President to execute the document.

Chief Pavone informed the Board that a press conference is scheduled for October 15, 2009 at 11:30 am for the official signing of the agreement at Seaside Park in Solana Beach.

c. Temporary Administrative Captain Position

Chief Pavone informed the Board that this item is related to the previous Board's action. He reported that the Battalion Chief's would increase their responsibilities from 4 stations and 13 personnel to 11 stations and 37 personnel each day. Currently each Battalion Chief has additional responsibilities in support services. Examples of responsibilities are facility maintenance, fleet maintenance, and communications to name a few. The Administrative Captain position would assume those responsibilities and assist with the responsibilities associated with the replacement of the Fairbanks Ranch Fire Station. He is requesting that the Board authorize the temporary appointment of an Administrative Captain for the term of the Agreement for Cooperative Management Services. If approved, this will allow the Battalion Chiefs to focus on daily supervision of emergency response personnel, and allow the person in the temporary assignment to career development training for the future in support of the District's succession plan. The revenue the District will receive from the Agreement for Cooperative Management Services will fund the additional cost of this position and the subsequent temporary promotions.

MOTION BY DIRECTOR HICKERSON, SECOND BY DIRECTOR HILLGREN, and CARRIED 5 AYES; 0 NOES; 0 ABSENT; 0 ABSTAIN to authorize the appointment of the temporary Administrative Captain position and all subsequent temporary promotions to fill the vacancies and authorize the associated costs with the assignments.

d. Proposition 1A Receivable Financing Program

Chief Pavone and Karlana Rannals summarized the staff report provided. This program will provide the District with 100% of the 8% property tax shift to the State under Proposition 1A. The financing outlines bond proceeds to be distributed to coincide with the dates that the State will be shifting property tax from local agencies. Ms. Rannals reported that the necessary clean up legislation SB 67 has been approved by the Legislature. It was noted that there is no cost to the Fire District to participate in the Prop1A program. Staff responded to questions from the Board.

MOTION BY DIRECTOR MALIN, SECOND BY DIRECTOR HILLGREN, and CARRIED 5 AYES; 0 NOES; 0 ABSENT; 0 ABSTAIN to approve the District's participation with the Proposition 1A Receivable Financing Program sponsored by the California Statewide Communities Development Authority (CSCDA).

e. Long Range Financial Plan

Director Malin reviewed with the Board the assumptions used to develop the updated long-range plan. He reminded the board members that the District should have enough cash on hand to get through to the first major tax distribution scheduled for December 15 to cover operation costs. At the conclusion of his presentation, he informed the Board that the District's cash position over the next five years could be tight, if the conservative assumptions remain on target, and if all anticipated capital projects are completed. Director Malin responded to questions from the Board.

## 8. Resolution/Ordinance

### a. Resolution No. 2009-06

Ms. Rannals informed the Board that this resolution is the formal action required to participate in the Proposition 1A Receivable Financing Program sponsored by the California Statewide Communities Development Authority (CSCDA).

MOTION BY DIRECTOR MALIN, SECOND BY DIRECTOR HILLGREN, and APPROVED Resolution No. 2009-06 – entitled *a Resolution Approving the Form of and Authorizing the Execution and Delivery of a Purchase and Sale Agreement and Related Documents with Respect to the Sale of the Seller's Proposition 1A Receivable from the State; and Directing and Authorizing Certain Other Actions in Connection Therewith* on a roll call vote:

AYES:	Ashcraft, Hickerson, Hillgren, Malin, Tanner
NOES:	None
ABSTAIN:	None
ABSENT:	None

## 9. Oral Reports

### a. Fire Chief – Pavone

He reported on the following topics:

- Fairbanks Ranch Replacement Fire Station – Update
  - Permits – the project continues to move forward. The Planning Commission approved the project at their hearing on September 23. Final approval is expected from the Board of Supervisors in October and will be considered for approval on the consent calendar.
  - Interim Fire Station – the District has received the building permit to place the modular buildings on the property for the interim fire station.
  - Station Demolition – he anticipates that demolition will occur in the December/January period and the District can begin developing the RFP now that the interim station permits are complete.
  - New Construction – The architect has completed approximately 95% of the station documents and submitted to the County for comments.
- Management Services Contract – Once approved, the expected “go live” date is October 15. All participating entities have agreed to participate in a press conference, tentatively scheduled for October 15. There have also been numerous task groups formed to resolve any operational or contractual issues prior to implementation.
- USAR Trailer – (CALEMA [OES]) has offered an USAR Trailer to the District. This trailer offers specialized equipment that can be used for confined space and trench rescues. The trailer requires a tow vehicle and must have six qualified individuals. The District may be interested if through the cooperative efforts of other local agencies it can be staffed. He will update the Board as he obtains more information.
- District Activities
  - Pancake Breakfast: a successful event held on October 11, 2009 with estimated 600 – 700 attendees.



- Rotary Fall Festival: encourage all board members to attend.

*b. Operations – Deputy Chief Michel*

He reported on the following topics:

- Significant calls include:
  - OES Engine responded to two out of county strike team responses
  - Traffic collision/rollover in which one teen was killed
  - Traffic collision on Del Dios Highway resulting in one fatality
- Recruitment for Firefighter/Paramedic positions (three individuals undergoing background investigations). There will be two positions open in late December resulting from two retirements.
- Fuel moistures remain at a critical level

*c. Training – Battalion Chief Davidson*

Chief Michel summarized the monthly training activity, which included:

- RSF Personnel participated in:
  - Swift water rescue
- CERT training class to begin November 3, 2009.

*d. Fire Prevention – Fire Marshal Hunter*

- Board of Supervisors ratified the Fire District's Ordinance on October 14
- Distributed a letter with comments on the negative declaration for the Rowe School playground expansion project.
- Construction statistics increased because of models and production units in the 4S Ranch area.

*e. Administration – Administrative Manager Rannals*

- She asked the board members if they wanted the auditor for the FY10 financial statements and audit at the next meeting. After a discussion, the board members concluded that there was no need to schedule the auditor to appear for a presentation at the next meeting.
- Reminder that the next meeting was rescheduled to November 18, 2009 because of the federal holiday on November 11.

*f. Board of Directors*

- North County Dispatch JPA – Update – Director Ashcraft: next meeting December 3, 2009
- County Service Area 17 – Update – Director Hickerson: no report
- Comments:
  - Malin – will be attending the CalPERS Conference scheduled for October 26-28, 2009.

*The meeting recessed for ten-minutes.*

10. Closed Session

Pursuant to the following Government Code Section, the Board of Directors convened in Closed Session from 4:12 – 5:30 pm for discussions on the following:

- a. Conference with negotiators for the following real property, pursuant to Government Code Section 54956.8

18029 Calle Ambiente, Rancho Santa Fe

Negotiating Parties: James Ashcraft, Director; John Tanner, Director; Nick Pavone, Fire Chief

Under Negotiation: Both Price and Terms of Payment

*NOTE: All members of the Board and staff listed attended the Closed Session.*

- b. With respect to every item of business to be discussed, pursuant to Government Code Section 54957.6

CONFERENCE WITH LABOR NEGOTIATORS

Agency Negotiators: Jim Ashcraft, Randy Malin, Assigned Staff

Represented Employees: Rancho Santa Fe Professional Firefighters Association – Local 4349

Under Negotiation: A successor Memorandum of Understanding

*NOTE: All members of the Board listed and Chief Pavone, Deputy Chief Michel, and Karlana Rannals attended the Closed Session.*

- c. With respect to every item of business to be discussed, pursuant to Government Code Section 54957.6

CONFERENCE WITH LABOR NEGOTIATORS

Agency designated representative: Nicholas G Pavone, Fire Chief

Employee Organization: Unrepresented Employees

Position – Fire Chief (1); Deputy Chief (1); Battalion Chief (4); Fire Marshal (1); Administrative Manager (1)

*NOTE: All members of the Board listed and Chief Pavone attended the Closed Session*

President Ashcraft reported that an update was provided to the board members for agenda item 10.a and direction was provided to staff and negotiators regarding the pursuit of real property.

President Ashcraft also reported that the Board was provided an update from the negotiators for agenda item 10.b and 10.c. and direction was provided.

11. Adjournment

Meeting adjourned at 5:34 pm.

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Karlana Rannals  
Secretary

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James H Ashcraft  
President

**RANCHO SANTA FE FIRE PROTECTION DISTRICT**

List of Demands - October 2009

Check #	Amount	Vendor	Purpose
19880	\$707.30	Accme Janitorial Service Inc	Monthly Service Contract
19881	\$469.31	AT&T Calnet 2	Telephone
19882	\$63.72	AT&T/MCI	Telephone
19884	\$3,012.09	Cnty Of San Diego	FBR #3 Replacement
19885	\$1,572.98	Cnty of SD DPLU	FBR #3 Replacement
19886	\$1,198.07	COR Security Inc	Building Service/Repair
19887	\$2,457.43	County of SD/RCS	800 MHz Network Admin Fees
19888	\$4,530.18	Day Wireless Systems Inc	DOC-Dept Operations Center
19889	\$417.21	EDD	Unemployment Insurance
19891	\$794.25	Galls Retail	Uniform - Safety Personnel
19892	\$1,524.29	Olivenhain Municipal Water District	Water
19893	\$1,434.89	Parkhouse Tire, Inc.	Tires & Tubes
19894	\$1,134.00	PDSI Inc	MDC - Maintenance
19895	\$300.00	Rancho Santa Fe Rotary	Meetings/Meal Expenses/Association Dues
19896	\$518.70	Rannals, Karlana	Outside Printing & Binding/Medical Reimbursement
19897	\$50.00	RSFPFA	Firefighters Assn.
19898	\$1,131.49	Santa Fe Irrigation District	Water
19900	\$12,315.00	Shapouri Engineering Company Inc	FBR #3 Replacement
19901	\$15.08	U P S	Shipping Service
19902	\$844.12	Waste Management Inc	Trash Disposal
19903	\$5,000.00	WinTech Computer Services	Consulting Services
19904	\$750.00	Arnold A Lewin	Consulting Services
19905	\$3,568.59	Bennett, Lawrence T	In-Service Taining Program
19906	\$74.00	Bennett, Luke D.	School Education/Training
19907	\$327.39	Blend	Outside Printing & Binding
19908	\$4,271.44	CDW Government Inc.	Program Upgrade/Software Enhancement
19909	\$1,600.00	Chula Vista Fire Department	Suppression Local Conf/Seminars
19910	\$5,000.00	Cnty of SD DPLU	FBR #3 Replacement
19911	\$1,656.93	Complete Office of California Inc	Office Supplies
19912	\$943.61	Home Depot, Inc	Station Maintenance/Cert/flag pole replacement/equipment replacement
19913	\$11,207.00	Jeff Katz Architecture	FBR #3 Replacement

*Prepared by Connie P Balignasary*

# RANCHO SANTA FE FIRE PROTECTION DISTRICT

List of Demands - October 2009

Check #	Amount	Vendor	Purpose
19915	\$2,240.00	Lynx Technologies Inc	Mapping Services (ERM)
19916	\$237.76	Metro Fire & Safety Inc	Extinguishers
19917	\$28,416.75	North County Dispatch JPA	Dispatching
19918	\$783.24	North County EVS Inc	Apparatus Scheduled Maintenance
19919	\$2,357.72	Physio-Control Inc.	CSA-17 - Supplies
19920	\$300.15	Pitney Bowes Inc	Equipment Rental
19921	\$548.10	Premier Signs Inc	CERT Program
19923	\$32.51	Richards, Mark W.	Station Replacement - Reimbursement
19924	\$4,182.43	San Diego Gas & Electric	Elec/Gas/Propane
19925	\$43.80	Scott, Mike	Prevention Meal/Lodging/Travel Exp
19926	\$425.00	SDCFCA - TO'S	Suppression Local Conf/Seminars
19927	\$50.00	SDCTOA	Association Dues
19928	\$1,072.21	Stephen J Fitch & Associates	Legal Services
19930	\$2,992.70	The SoCo Group Inc	Gasoline & Diesel Fuel
19931	\$44.97	U P S	Shipping Service
19932	\$147.00	Worley, Tanner	CSA-17 - Supplies
19933	\$43.75	AT&T	Telephone
19934	\$880.97	AT&T Calnet 2	Telephone
19935	\$54.46	Cnty Of San Diego	FBR #3 Replacement
19936	\$2,500.00	Cnty of SD DPLU	FBR #3 Replacement
19938	\$196.63	Direct Energy Business - Dallas	Elec/Gas/Propane
19939	\$2,808.43	Guardian Life Insurance Co	Dental Insurance
19940	\$59,902.44	Health Net	Medical Insurance
19941	\$155.00	Heartland Fire Training Facility	Prevention - Local Conference/Seminars
19942	\$239.00	New Earth Enterprises Inc	Landscaping Maintenance Service
19943	\$1,657.91	North County EVS Inc	Apparatus Repair/Maintenance
19944	\$108,474.99	PERS	PERS (Employer Paid)
19945	\$290.00	Stricker, Robert P.	Legal Services
19946	\$367.56	The Lincoln National Life Ins Co	Disability/Life Insurance
19947	\$1,989.04	The SoCo Group Inc	Gasoline & Diesel Fuel
19948	\$35.34	U P S	Shipping Service

*Prepared by Connie P. Balignasary*

# RANCHO SANTA FE FIRE PROTECTION DISTRICT

List of Demands - October 2009

Check #	Amount	Vendor	Purpose
various	\$5,226.45	Various	Medical Reimbursement
<i>Sub-total</i>	<u>\$297,585.38</u>		
15-Oct-09	\$190,969.16	Rancho Santa Fe FPD	Payroll
16-Oct-09	\$6,543.53	Rancho Santa Fe FPD	Payroll - Special
31-Oct-09	\$241,791.40	Rancho Santa Fe FPD	Payroll
<i>Sub-total</i>	<u>\$439,304.09</u>		
<b>Grand Total</b>	<b>\$736,889.47</b>		

*Prepared by Connie P. Balignasary*

**COMBINED SUMMARY STATEMENT CASH ASSETS LIABILITIES**

**Rancho Santa Fe Fire Protection District**

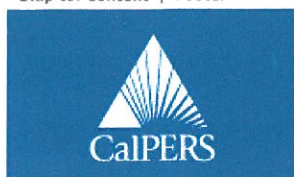
FY 10

	PERIODS		
	30-Jun-09	30-Sep-09	30-Sep-08
<b>Assets</b>			
Current Assets			
Cash	\$ 9,299,704	\$ 7,270,399	\$ 6,127,155
GF Accounts Receivable	\$ 489,298	\$ 60,377	\$ 46,749
ALS (Paramedic)	\$ 41,714	\$ 49,219	\$ 40,943
MDC Reserve	\$ 47,399	\$ 71,571	\$ 22,895
PASIS (Workers Compensation)	\$ 546,014	\$ 572,979	\$ 546,174
PREPAID (Cap Assets)	\$ 58,788	\$ -	\$ -
<b>TOTAL ASSETS</b>	<b>\$ 10,482,917</b>	<b>\$ 8,024,545</b>	<b>\$ 6,783,916</b>
<b>Liabilities</b>			
Current Liabilities			
Accounts Payable	\$ 268,026	\$ 3,295	\$ 18,478
Accrued Expenses	\$ 210,347	\$ 292,799	\$ 412,337
Other Payables	\$ 62,978	\$ -	\$ -
<b>TOTAL LIABILITIES</b>	<b>\$ 541,350</b>	<b>\$ 296,094</b>	<b>\$ 430,815</b>
Long Term Liabilities			
Contract Compensation	\$ 516,993	\$ 511,195	\$ 371,939
IBNR Liability (Workers Compensation)	\$ 111,199	\$ 111,199	\$ 86,037
Soil Contamination	\$ 6,106	\$ 6,106	\$ 6,106
<b>TOTAL LONG TERM LIABILITIES</b>	<b>\$ 634,298</b>	<b>\$ 628,500</b>	<b>\$ 464,082</b>
<b>Fund Balance</b>			
Restricted Reserves			
ALS / MDC Funds	\$ 82,083	\$ 113,610	\$ 63,837
CalPERS	\$ -	\$ 500,000	\$ -
PASIS (Workers Compensation)	\$ 436,779	\$ 436,779	\$ 464,187
General Fund Reserves			
Capital Replacement	\$ 3,272,646	\$ 4,048,918	\$ 3,000,000
Operating	\$ 4,250,000	\$ 1,931,818	\$ 1,818,182
Fund Balance Overage/(Deficit)	\$ 1,265,760	\$ 68,826	\$ 542,812
<b>TOTAL FUND BALANCE</b>	<b>\$ 9,307,269</b>	<b>\$ 7,099,951</b>	<b>\$ 5,889,019</b>
<b>TOTAL LIABILITIES &amp; FUND BALANCE</b>	<b>\$ 10,482,917</b>	<b>\$ 8,024,545</b>	<b>\$ 6,783,916</b>
<b>Restricted Cash</b>			
Fire Mitigation	\$ 4,809,821	\$ 4,564,579	\$ 4,500,561
FMF Accounts Payable	\$ (362,514)	\$ -	\$ -
FMF Accounts Receivable	\$ 117,272	\$ -	\$ 109,005
FMF Deposit In Transit	\$ -	\$ -	\$ -
<b>TOTAL RESTRICTED CASH</b>	<b>\$ 4,564,580</b>	<b>\$ 4,564,579</b>	<b>\$ 4,609,566</b>
<b>Combined Fund Total</b>	<b>\$ 15,047,496</b>	<b>\$ 12,589,124</b>	<b>\$ 11,393,482</b>

<b>Name</b>	Randall Malin	<b>Board Meeting</b>	11/18/2009
<b>Position</b>	Director	<b>Submitted by</b>	Randall Malin
<b>Period</b>	10/25 - 10/27/2009	<b>Reviewed by</b>	Board of Directors
<b>Per Mile</b>			
<b>Reimbursement</b>	0.55		
<b>Total Paid</b>	\$932.12		

Conference - CalPERS (Hyatt - Santa Clara)



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## Educational Forum eRegistration Payment Confirmation

### Step 4 of 4

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Carefully review the information below. If you have any questions or need to change any information, contact us at (916) 795-1264, or by email at [Conference Services](#).

Randall Malin

Employer Name: Rancho Santa Fe Fire Protection District

Title: Director

Employer Mailing Address: PO Box 410  
Rancho Santa Fe, CA 92067

Phone Number: (858) 756-5971 Extension: 114

Email Address: [rannals@rsf-fire.org](mailto:rannals@rsf-fire.org)

Registration Confirmation Number: 6231

Charge Amount: \$275.00

Go to [Hotel Information & Reservations](#).

[Print](#)

Return to the [CalPERS Educational Forum](#) main page.



## Karlana Rannals

**From:** Southwest Airlines [SouthwestAirlines@luv.southwest.com]  
**Sent:** Wednesday, September 09, 2009 9:36 PM  
**To:** Karlana Rannals  
**Subject:** Ticketless Travel Passenger Itinerary



This e-mail contains Southwest Airlines Ticketless Travel information and is being sent to you at the request of the Purchaser, Passenger, or individual responsible for arranging this air travel.

**Confirmation Number**  
**NBQJXU**

**Be prepared when you get there!**  
Consult [Find things to do and Travel Tips from Southwest Travelers with the Travel Guide](#) for relevant tips from real travelers.

### Passenger(s):

RANDALL MALIN

### Itinerary

Date	Flight	Routing Details
Sun Oct 25	3695	Depart San Diego(SAN) at 04:50 PM Arrive in San Jose(SJC) at 06:10 PM
Tue Oct 27	3602	Depart San Jose(SJC) at 06:25 PM Arrive in San Diego(SAN) at 07:40 PM

\$174.20

This is an itinerary only and is not considered a receipt.

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Hyatt Regency Santa Clara  
5101 Great America Parkway  
Santa Clara, CA 95054  
Tel: 408-200-1234  
Fax: 408-980-3990  
santaclara.hyatt.com

## INFORMATION INVOICE

Payee Randel Malin  
313 Calle Fiesta  
San Clemente CA 926722114  
United States

Room No. 1204  
Arrival 10-25-09  
Departure 10-27-09  
Page No. 1 of 1  
Folio 34354  
Invoice  
Cashier No. 2208

Membership  
Bonus Code  
Confirmation No. **2727504902**  
Group Name CalPERS Educational Forum

Date	Description	Charges	Credits
10-25-09	Deposit Transferred at C/I		407.44
10-25-09	Group Room	185.00	
10-25-09	Room Tax	17.58	
10-25-09	District Improvement Assessment	1.00	
10-25-09	CA Tourism Assessment	0.14	
10-26-09	Group Room	185.00	
10-26-09	Room Tax	17.58	
10-26-09	District Improvement Assessment	1.00	
10-26-09	CA Tourism Assessment	0.14	

No frequent traveler account has been credited for this stay. To enroll in Gold Passport, call 1-800-51-HYATT.

<b>Total</b>	<b>407.44</b>	<b>407.44</b>
--------------	---------------	---------------

<b>Balance</b>	<b>0.00</b>
----------------	-------------

### Guest Signature

I agree that my liability for this bill is not waived and I agree to be held personally liable in the event that the indicated person, company or association fails to pay for any part or the full amount of these charges.

I accept delivery of The Wall Street Journal M-F (Gold Passport, Club, Suite and VIP rooms only). If refused, a refund of \$1 will be provided.

### WE HOPE YOU ENJOYED YOUR STAY WITH US!

Thank you for choosing the Hyatt Regency Santa Clara. It is our sincere hope that the hotel lived up to your expectations in both service and quality. We welcome your thoughts and comments regarding your stay. Please contact our Consumer Affairs department at [qualityclara@hyatt.com](mailto:qualityclara@hyatt.com)

For billing inquiries, please contact our Accounting office at 408-200-1234.

For future reservations please visit us at [santaclara.hyatt.com](http://santaclara.hyatt.com). Try our automated kiosk for easy check-in and check-out, located on the lobby level next to the front desk.

14. —  
 1.23 tax  
 2.75  
 17.98 Malin

TIP:

TOTAL: 73. —

I agree to pay above total amount according to my card issuer agreement.

X

SIGNATURE

Customer Copy

Malin  
 Michel  
 Rannals

Hyatt Regency Santa  
 Santa Clara, Califor

Tresca

10/25/2009 19:51

Tresca

Check: 112443 Table: 48  
 Server: Mary Jean Guests: 3  
 Terminal: 12

Regular Check

1 Mushroom Bisque 7.00 ✓  
 2 Caesar Salad 14.00  
 @ 7.00  
 1 SJV Baby Greens 7.00 ✓  
 1 Seared Tuna 14.00  
 1 Crab Cakes 14.00

Subtotal 56.00  
 Tax 5.18  
 Total 61.18

\*\*\* For Room Charges Only \*\*\*

Tip  
 Total

PNF-SAN DIEGO-LOT 5  
3275 PACIFIC HWY  
SAN DIEGO, CA 92101

Merchant ID: 1042200816  
Term ID: ED1042200816  
1042200816

## Sale

AMEX

XXXXXXXXXX1006

Entry Method: Swiped

Apprvd: Online Batch#: 001743

10/27/09 18:38:47

Inv #: 000014 Appr Code: 501248

Total: \$ 29.50

Customer Copy

## YELLOW CAB • 24/7 CALL CENTER /BROKER

FOR \_\_\_\_\_ S Taxi Service

Cab \_\_\_\_\_ Date 10/27

Driver \_\_\_\_\_ Cab Lic \_\_\_\_\_

From HYATT To JSC Airport

Meter \_\_\_\_\_ Fare Charged \_\_\_\_\_ Paid 28.50

**(408) 293-1234 or (408) 777-7777 • (650) 321-1234**

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PAYEE/EMPLOYEE NAME: California Fire Chiefs Association VENDOR#: 60

FUND ACCOUNT NO.:

[illegible]

Expense No.: 7260-007-02-000-05 Amount: 300.00

Expense No.: \_\_\_\_\_ Amount: \_\_\_\_\_

Expense No.: \_\_\_\_\_ Amount: \_\_\_\_\_

Batch #.	9-22-09	Date:	9-24-09
Voucher #	23429	Check #	19825
		1 of 1	



CALCHIEFS.ORG  
California Fire Chiefs Association

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## Annual Conference Registration Leadership Seminar

Mission Inn Hotel/Riverside Convention Center

Riverside, California

September 28-30, 2009

**Program Notes:** Please join us for our *all new Conference and Seminar* in Riverside September 28-30, 2009. We have completely revamped our program with a new emphasis on financial issues and creative resource solutions. We have several dynamic keynote speakers, along with our Grand Banquet and Fire Chief of the Year. Once again we will use the Mission Inn as our Host Hotel.

**Registration is \$300** (all inclusive) for the first registration from a department. To encourage more upper management participation in this special program, each additional registration from a department is \$225 (all inclusive). Please fill out this registration form today and mail to the address below. For additional information, call John Malmquist at 530-534-4692.

Rank/Name

Fire Chief / Nick Pavone

Department

Rancho Santa Fe Fire Protection District

Street/Mailing Address

16936 El Fuego / P.O. Box 410 Rancho Santa Fe, CA 92067

Phone #

858 756-6001

email address

pavone@RSF-Fire.org

Please mail this form, along with a check for \$300 (or \$225 for additional department members) to:

California Fire Chiefs Association

Annual Conference

1333 Huntoon St.

Oroville, CA 95965

California Fire Chiefs Association - 1333 Huntoon Street Oroville, CA 95965  
Tel (530) 534-4692 - Fax (530) 534-4694

To unsubscribe from our mailing list please click [here](#).





# The Mission Inn

## HOTEL & SPA

A NATIONAL HISTORIC LANDMARK

Mr. Nick Pavone  
PO Box 410  
Rancho Santa Fe CA 92067  
US

Arrival date: 09-28-09  
Departure date: 09-30-09  
No. in party: 1 / 0  
Room No.: 349  
Account No.:  
BookingNo.:  
Page No.: 1 of 1

### INVOICE

Invoice #: 112919  
09-30-09

Date	Description	Reference	Charges	Credits
09-28-09	Parking-Valet Overnight			
09-28-09	Room-Group		15.00	
09-28-09	Occupancy Tax		99.00	
09-29-09	Parking-Valet Overnight		10.89	
09-29-09	Room-Group		15.00	
09-29-09	Occupancy Tax		99.00	
09-30-09	Visa	XXXXXXXXXXXX6040 XX/XX	10.89	
				249.78
<b>Total</b>			<b>249.78</b>	<b>249.78</b>
<b>Balance</b>			<b>0.00</b>	

Cashier: 2

I agree to be held personally liable in the event that the indicated person, company or association fails to pay all or part of these charges.

Signature \_\_\_\_\_





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2528 FRANCISCO

12/3 5719  
SEP29'09 6:53PM

1 TACOS PESCADO 15.00  
SUBTOTAL 15.00  
TAX 1.31  
8:00 PAYMENT DUE 16.31

FOR HOTEL GUEST ONLY

RAT \_\_\_\_\_ TOTAL \_\_\_\_\_

COH # \_\_\_\_\_

PRINT NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_

CHECK: MIS  
TABLE: 5719  
SERVER: 12/3  
DATE: 2528 FRANCISCO  
CARD TYPE: VISA  
ACCT #: XXXXXXXXXX  
EXP DATE: XX/XX  
AUTH CODE: 033277  
NICHOLAS G PAVONI

SUBTOTAL: 16

GRAT \_\_\_\_\_

TOTAL 1

SIGNATURE \_\_\_\_\_

Please leave signed  
with server.

## PLAN REVIEW

RESIDENTIAL PLAN REVIEWS	Number of Structures	Sq Footage
Fire Marshal	1	661
Fire Inspector	0	0
<b>TOTAL</b>	<b>1</b>	<b>661</b>

RESIDENTIAL ADDITIONS	Original Sq Footage	Added Sq Footage
Fire Marshal	33,051	7,289
Fire Inspector	0	0
<b>TOTAL</b>	<b>33,051</b>	<b>7,289</b>

COMMERCIAL PLAN REVIEWS	Number of Structures	Sq Footage
Fire Marshal	0	0
Fire Inspector	1	0
<b>TOTAL</b>	<b>1</b>	<b>0</b>

TOTAL NEW CONSTRUCTION		Sq Footage
Based on permitted Sq footage	Total Added	7,950

FIRE SPRINKLER REVIEWS	Commercial	Residential
Fire Marshal	0	0
Fire Inspector	4	8
<b>TOTAL</b>	<b>4</b>	<b>8</b>

TENANT IMPROVEMENTS	Number of Structures	Sq Footage
Fire Marshal	2	12,000
Fire Inspector	0	0
<b>TOTAL</b>	<b>2</b>	<b>12,000</b>

LANDSCAPE REVIEWS	Number of Reviews	Staff Hours
Urban Forester	23	19.0
<b>TOTAL</b>	<b>23</b>	<b>19.0</b>

## SERVICES PERFORMED

DPLU - Fire Marshal	Number	Staff Hours
Project Availability Forms	1	1.0
Use Permits	0	0.0
Zaps	0	0.0
Administrative Review	2	2.0
Habit Plans	0	0.0
Approval Letters	3	3.0
<b>TOTAL</b>	<b>6</b>	<b>6.0</b>

INSPECTION SERVICES- All Staff	Number of Inspections	Staff Hours
Undergrounds	1	1.0
Hydros	35	24.5
Finals	33	27.0
Landscape	13	7.0
Reinspections	6	6.0
Code Enforcement	12	12.0
Misc.	7	5.0
<b>TOTAL</b>	<b>107</b>	<b>82.5</b>

HAZARD INSPECTIONS - All Staff	Number of Inspections	Staff Hours
Weed Abatement Inspection	40	13.0
Weed Abatement Reinspection	136	51.0
1st Notice	61	20.0
2nd Notice	42	13.0
Final Notice	17	6.5
Forced Abatement	0	0.0
Homeowner Meeting	35	18.5
<b>TOTAL</b>	<b>331</b>	<b>122.0</b>
Shelter-In-Place Community (Intern)	1st Notice	Homeowner Meetings
Bridges Notices	3	1
Cielo Notices	2	2
Crosby Notices	0	0
Lakes Notices	0	0
<b>TOTAL</b>	<b>5</b>	<b>3.0</b>

### SERVICES PERFORMED

GRADING - Fire Marshal	Number of Inspections	Staff Hours
Plan Review	3	3.0
Site Inspection	1	1.0
<b>TOTAL</b>	<b>4</b>	<b>4.0</b>

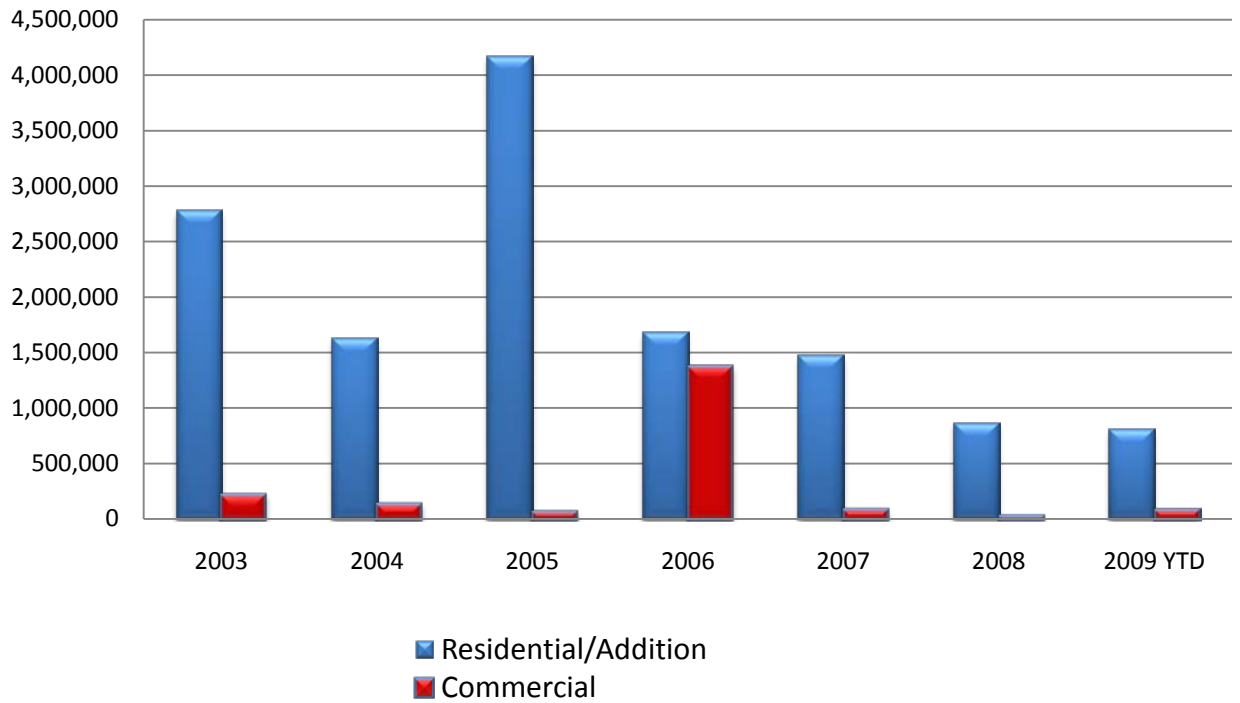
SPECIAL PROJECTS - All Staff	Number of Inspections	Staff Hours
GIS Mapping	0	
Fuels Mitigation	0	
Special Projects/Other		31.0
Continuing Education (Staff Hours)		
<b>TOTAL</b>	<b>0</b>	<b>31.0</b>

FIRE PREVENTION - All Staff	Number	Staff Hours
Incoming Phone Calls	225	36.0
Consultations	8	9.5
General Office	10	25.0
<b>TOTAL</b>	<b>233</b>	<b>45.5</b>

PUBLIC EDUCATION - PRC	Number	Staff Hours
Web Master (Website hits and hours worked)	0	4.0
Graphic Design		0.0
Communication & Relations		19.0
Number of Releases	4.0	
Education: Design and Prepare		25.0
Education: Presentations	3,661.0	42.5
Number Reached: Children		
Number Reached: Adults		
In Service Staff Training		
Child Safety Seat Installations	18.0	18.0
Clerical		57.0
Continuing Education		4.0
Special Projects		0.0
<b>TOTAL</b>		<b>169.5</b>

Office Support Coordinator-Prevention	Number	Staff Hours
Phone Calls (All Administrative Staff)	612	30.6
Walk in/Counter (All Administrative Staff)	196	9.8
Knox Application Request	2	0.2
UPS Outgoing Shipments	4	0.3
Plan Accepted/Routed	35	5.8
Training Classes:		
Outside Meetings		
<b>TOTAL</b>		<b>46.7</b>

## Total Construction Per Square Footage



Calendar Year	Residential/Addition	Commercial	Total
2003	2,780,155	228,014	3,008,169
2004	1,626,386	142,969	1,769,355
2005	4,169,259	74,753	4,244,012
2006	1,682,953	1,375,623	3,058,576
2007	1,468,352	92,962	1,561,314
2008	864,159	35,264	899,423
2009 YTD	805,159	90,332	895,481

### Comparison 2008/2009 Total Square Footage

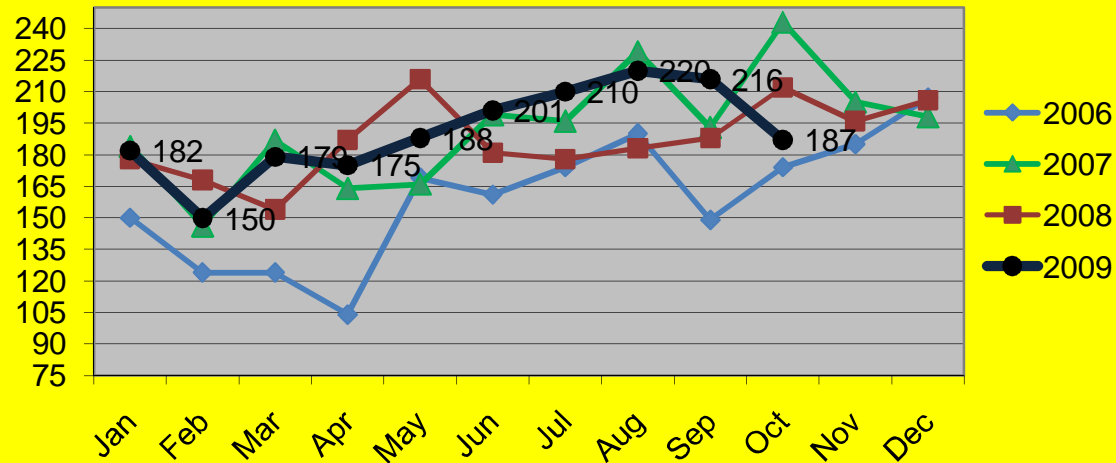
2008	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
	166,243	42,871	54,537	52,307	172,708	15,308	17,050	40,658	141,204	85,693	83,616	27,228
2009	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
	68,294	65,561	47,061	62,307	171,971	53,878	142,534	68,269	117,324	7950		

# Rancho Santa Fe Fire Protection District

## Incident Response Report

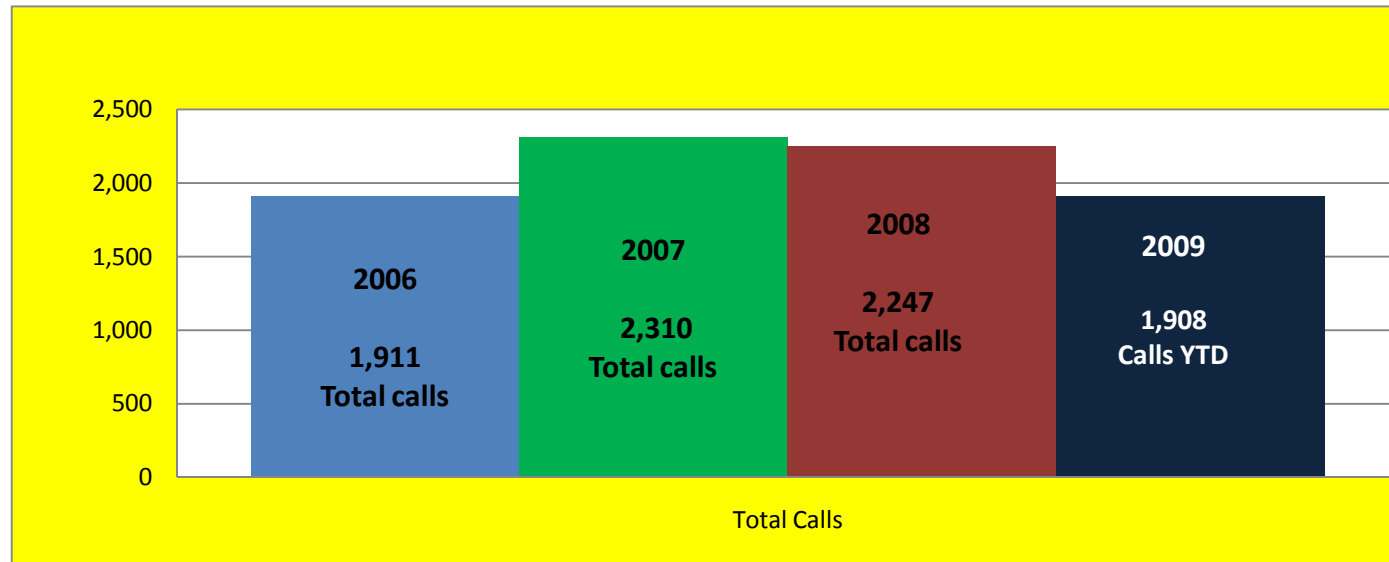
### October 2009 Board Report

#### Four Year Monthly Response Comparison



2006	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total Responses
Responses	150	124	124	104	169	161	174	190	149	174	185	207	1,911
YTD	150	274	398	502	671	832	1,006	1,196	1,345	1,519	1,704	1,911	18% increase
2007	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total Responses
Responses	184	146	187	164	166	199	196	229	193	243	205	198	2,310
YTD	184	330	517	681	847	1,046	1,242	1,471	1,664	1,907	2,112	2,310	21% increase
2008	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD Responses
Responses	178	168	154	187	216	181	178	183	188	212	196	206	2,247
YTD	178	346	500	687	903	1,084	1,262	1,445	1,633	1,845	2,041	2,247	2.7% decrease

2009	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD Responses
Responses	182	150	179	175	188	201	210	220	216	187			1,908
YTD	182	332	511	686	874	1,075	1,285	1,505	1,721	1,908			



## **Incident Summary by Incident Type**

**Date Range: From 10/01/2009 To 10/31/2009**

**Incident Type(s) Selected: All**

<b>Incident Type</b>	<b>Incident Count</b>	<b>Used in Ave. Resp.</b>	<b>Average Response Time hh:mm:ss</b>	<b>Total Loss</b>	<b>Total Value</b>
Fire	8	7	00:05:43	\$63,500.00	\$64,000.00
EMS/Rescue	93	91	00:05:21	\$0.00	\$0.00
Hazardous Condition	4	4	00:07:32	\$0.00	\$0.00
Service Call	27	5	00:08:28	\$0.00	\$0.00
Good Intent	37	5	00:05:42	\$0.00	\$0.00
False Call	18	17	00:06:25	\$0.00	\$0.00
Blank or Invalid	3	0		\$0.00	\$0.00
<b>Totals</b>	<b>190</b>	<b>129</b>		<b>\$63,500.00</b>	<b>\$64,000.00</b>

**Note:** The incident count used in averages does not include the following:

Not Completed incidents, Mutual Aid Given, Other Aid Given, Cancelled in Route, Not Priority, Fill-In Standby, No Arrival and Invalid Dates/Times.

# October 2009

October 2009							November 2009						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
4	5	6	7	1	2	3	1	2	3	4	5	6	7
11	12	13	14	8	9	10	8	9	10	11	12	13	14
18	19	20	21	15	16	17	15	16	17	18	19	20	21
25	26	27	28	22	23	24	22	23	24	25	26	27	28
				29	30	31	29	30					

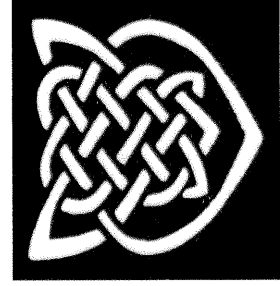
	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Sep 27 - Oct 3	<b>Sep 27</b>	<b>28</b>	<b>29</b>	<b>30</b>	<b>Oct 1</b>	<b>2</b>	<b>3</b>
					9:00am Larry Bennett	9:00am Larry Bennett	9:00am Larry Bennett
Oct 4 - 10	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>
	9:00am Ops committ 1:00pm Birthday Party	Fire Prevention Inspe 9:00am Fire Preventic	10:30am Fire Managen 12:30pm Fire Preventic 12:30pm Read to the K	10:30am Fire Managen	Eng Co Inspections; Ti 10:00am Fire Preventic 11:00am Fire Managen 12:30pm Canceled: Fire	9:00am 2613 Hose La 9:00am Fire Preventic 1:30pm 2614 Hose La	Battalion Chiefs Drill;
Oct 11 - 17	<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b>	<b>16</b>	<b>17</b>
	Pancake Breakfast - C	Fire Prevention Inspe 8:30am Facilities Com 9:00am Fire Preventic 1:30pm Shift Meeting	Fire Prevention Inspe 9:00am Fire Preventic	4:15pm Station Tour;	8:30am Peer Review; 10:45am FMS Press co		Battalion Chiefs Drill;
Oct 18 - 24	<b>18</b>	<b>19</b>	<b>20</b>	<b>21</b>	<b>22</b>	<b>23</b>	<b>24</b>
		9:00am 2613 Hose La 9:00am Fire Preventic 1:30pm 2614 Hose La	9:00am Training Com 9:00am Fire Preventic	9:00am 2611 - Zone I 9:00am Fire Preventic 1:30pm 2612 - Zone I 4:00pm Station Visit; I	9:00am 2611 - Zone I 9:00am Fire Preventic 1:30pm 2612 - Zone I	Firefighter Testing; St 12:30pm Fire Preventic 2:30pm Fire Preventic	9:00am 2613 Hose La 1:30pm 2614 Hose La
Oct 25 - 31	<b>25</b>	<b>26</b>	<b>27</b>	<b>28</b>	<b>29</b>	<b>30</b>	<b>31</b>
		9:00am 2611 - Zone I 9:00am Fire Preventic 1:30pm 2612 - Zone I	9:00am 2612 - RIC Dr 10:30am Fire Preventic 12:30pm Fire Preventic 1:30pm 2613 - RIC Dr	Scripps FCA; TBA	Scripps FCA; TBA 8:00am CERT Pictures	Fire Prevention Inspe	Battalion Chiefs Drill;



I wish you love to satisfy your need  
and want  
and small desire  
And when you reach the peak you seek  
I wish you love to take you higher

## To you from me for us VII

Patrick Donovan Brady c2002  
[ulsterboyeyre@aol.com](mailto:ulsterboyeyre@aol.com)



Oct. 11, 2009

Dear John,

Thank you

for your kindness towards

my family - You

have been so generous

to us all -

I'm healing

but it's slow.

I would a small

donation to the

fire department to help

with any way you like  
and a little insurance

---

# STAFF REPORT

NO. 09-23

---

**TO:** BOARD OF DIRECTORS  
**FROM:** NICHOLAS PAVONE, FIRE CHIEF  
**SUBJECT:** SHARED LIABILITY AGREEMENT  
**DATE:** NOVEMBER 12, 2009

---



## BACKGROUND

In the early 1990's, the Fire District entered into an agreement to participate in the San Diego North County Regional Firefighter/Paramedic Testing Consortium (Hiring Consortium). The Hiring Consortium consist of ten north county member agencies with the purpose of sharing cost, workload, and liability of conducting an entry-level firefighter/paramedic test. The entry-level test process consists of a written test and a comprehensive physical ability test. The Hiring Consortium's physical ability test was validated by a transportability analysis in 1996 to help prevent any legal challenges. Additionally, as a part of the State of California Labor Code, any applicant injured during the course of a pre-employment firefighter physical ability test, the applicant is covered by the testing agency's Workers' Compensation Insurance. The Hiring Consortium members agreed to share any Workers' Compensation cost equally amongst member agencies.

The Fire District requires all of its entry-level applicants to participate in the Hiring Consortium testing process. This testing process has been a very successful in reducing the cost and workload needed in conducting an entry-level firefighter test. The Hiring Consortium conducts four tests annually and tests approximately sixty to eighty applicants each test day. To date, no applicant has ever filed a workers' comp claim against the Hiring Consortium.

## CURRENT SITUATION

Recently, the Hiring Consortium reviewed their policies and it was determined that a shared liability agreement was never signed by all participating member agencies. Although, no signed agreement was ever created in the past, it was always assumed that each member agency had an equal share of liability. The liability exposure from a claim would be limited to ten percent (10%) of the claim.

## RECOMMENDATION

Staff recommends that the District continue its participation in the Hiring Consortium and authorize the President to sign the agreement regarding workers compensation coverage for participants in firefighting testing.

# **San Diego North County Regional Firefighter and Firefighter/Paramedic Testing Program**

## **AGREEMENT REGARDING WORKERS COMPENSATION COVERAGE FOR PARTICIPANTS IN FIREFIGHTER TESTING**

This AGREEMENT, effective as of March 1, 2009, is entered into between and among the City of Carlsbad, City of Encinitas, City of Escondido, City of San Marcos, City of Solana Beach, City of Vista, City of Oceanside, City of Poway, North County Fire Protection District, Rancho Santa Fe Fire Protection District and Palomar Community College District. The foregoing parties may hereinafter be referred to singularly as a “PARTY” and collectively as the “PARTIES.”

**WHEREAS**, the PARTIES participate in a consortium referred to as the San Diego North County Regional Firefighter and Firefighter/Paramedic Testing Program (“REGIONAL TESTING PROGRAM”) to standardize and efficiently facilitate the recruitment and testing of qualified firefighters and paramedics by the PARTIES; and

**WHEREAS**, the REGIONAL TESTING PROGRAM administers written and physical tests coordinated by Palomar Community College at the facilities of the City of San Marcos and from time to time at the facilities of other PARTIES, with the support of and under standards established collaboratively by the PARTIES; and

**WHEREAS**, the PARTIES recognize that if a person participating in the REGIONAL TESTING PROGRAM suffers an injury during the course of his or her participation, as an applicant for employment with one or more of the PARTIES, the applicant may be considered an employee of each PARTY for purposes of workers compensation liability under *Laeng v. WCAB*; and

**WHEREAS**, the PARTIES desire to ensure that workers compensation liability protection is available to participants in the REGIONAL TESTING PROGRAM; and

**WHEREAS**, the PARTIES, as potential joint employers, desire to assign responsibility for obtaining, maintaining and administering workers compensation coverage for liabilities arising under the REGIONAL TESTING PROGRAM to a single employer, as authorized under Labor Code §3602(d), thereby minimizing potential costs, risk of litigation and liabilities for all PARTIES; and

**WHEREAS**, it is the intent of the PARTIES that any costs, expenses and fees arising out of the discharge of such responsibilities be shared on a *pro rata* basis among the PARTIES, as authorized by Government Code section 895.4.; and

**WHEREAS**, Government Code section 895 *et seq.* applies to the activities of the PARTIES in operating the REGIONAL TESTING PROGRAM, and such section automatically

imposes on all such agencies joint and several liability to third parties who may sustain an injury during the course of the joint activity that is caused by a negligent or wrongful act or omission of any one of the PARTIES; and

**WHEREAS**, it is the intent of the PARTIES that continued participation by a PARTY in the REGIONAL TESTING PROGRAM shall be expressly conditioned upon its participation approval of this AGREEMENT;

**NOW, THEREFORE**, in consideration for their continued participation in the REGIONAL TESTING PROGRAM, the PARTIES agree as follows:

**1. CONDITION TO PROGRAM PARTICIPATION**

No public entity may participate in the REGIONAL TESTING PROGRAM for the purpose of recruiting and testing qualified firefighters and paramedics for employment unless such public entity becomes and maintains its status as a party to this AGREEMENT, or this AGREEMENT is terminated in accordance with its terms.

**2. WORKERS COMPENSATION COVERAGE**

- (a) The City of San Marcos agrees to obtain, maintain and administer workers compensation liability coverage, as required by the State of California, for all participants in the REGIONAL TESTING PROGRAM for the duration of this AGREEMENT. Upon request by any PARTY, the City of San Marcos shall provide evidence of workers compensation coverage for such participants. In accordance with Labor Code section 3602(d), the PARTIES shall be considered to have secured the payment of compensation for participants in the REGIONAL TESTING PROGRAM within the meaning of that section and sections 3700 and 3706, so long as this agreement remains in effect.
- (b) The City of San Marcos may, in its sole discretion, secure workers compensation liability coverage through any combination of insurance and self-insurance authorized by law. At the present time, the City of San Marcos participates in the Public Agencies Self Insurance System (PASIS), a self-insurance joint powers agency.
- (c) The PARTIES recognize that under Government Code section 895 *et seq.*, there is a risk that each PARTY may be held jointly and severally liable for damages arising out of injuries sustained by applicants participating in the REGIONAL TESTING PROGRAM even where the injuries were caused by another PARTY. The PARTIES also recognize that by virtue of this AGREEMENT, the costs incurred by the PARTIES to maintain coverage for REGIONAL TESTING PROGRAM participants will be reduced. Therefore, the PARTIES agree to reimburse the City of San Marcos, on a *pro rata* basis (based solely upon the number of PARTIES hereto), for:

- (i) any and all allocated claims expenses incurred by the City of San Marcos as a result of the City's discharge of its obligations under section 2(a) of this AGREEMENT; and
- (ii) any and all unallocated claims expenses incurred by the City of San Marcos as a result of the City's discharge of its obligations under section 2(a) of this AGREEMENT, including but not limited to any increase in the costs to the City to purchase excess or reinsurance or claims administration service, provided such expenses can be attributed to the additional "employees" reported by the City solely by reason of their participation in the REGIONAL TESTING PROGRAM;

within 45 days of receipt of a written request from the City of San Marcos. Such a request shall be accompanied by an explanation of the basis of the expenditures. As joint employers, the PARTIES agree to keep any claims-specific information provided by the City confidential. Any PARTY may request further information and any documentation supporting the request, but such requests shall not delay the Party's obligation to reimburse the City.

- (d) The City of San Marcos agrees to defend, indemnify and hold the other PARTIES harmless from any and all claims, costs, expenses, fees, judgments and attorneys fees incurred as a result of any actual or alleged failure of the City of San Marcos to satisfy its obligations pursuant to section 2(a).

### **3. LIABILITIES OTHER THAN FOR WORKERS COMPENSATION COVERAGE**

- (a) In the event of any tort liability arising out of the operation of the REGIONAL TESTING PROGRAM, other than liabilities within the scope of workers compensation coverage required by law, the PARTIES shall have the rights of contribution prescribed by Government Code section 895.6.
- (b) In such cases of liability as described in section 3(a) above, each PARTY hereby agrees to defend itself from any claim, action or proceeding arising out of the operation of the REGIONAL TESTING PROGRAM. In such cases, each PARTY agrees to retain its own legal counsel, bear its own defense costs, and waive its right to seek reimbursement of such costs.
- (c) In such cases of liability as described in section 3(a) above, notwithstanding section 3(b) above, where any of the PARTIES agree in writing to a joint defense, such PARTIES may appoint joint defense counsel to defend the claim, action or proceeding arising out of the operation of the REGIONAL TESTING PROGRAM. Joint defense counsel shall be selected by mutual agreement of such PARTIES. Such PARTIES agree to share the costs of such joint defense and any agreed settlement in equal amounts. Such PARTIES further agree that none of the PARTIES may bind another to a settlement agreement without the written consent of all such PARTIES.

- (d) In the event of any liability that does not directly arise out of the operation of the REGIONAL TESTING PROGRAM and that is not described in section 2 or sections 3(a) through (c) above, where a trial verdict or arbitration award allocates or determines the comparative fault of the PARTIES, the PARTIES may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

#### **4. TERM AND TERMINATION**

This AGREEMENT shall be effective as of the date set forth above and shall remain in effect through June 30, 2010, and shall be automatically renewed each year on July 1<sup>st</sup> unless any PARTY gives written notice to all other PARTIES, prior to March 1<sup>st</sup> of any year, of its intent to withdraw from this AGREEMENT effective June 30<sup>th</sup> of such year. The effect of any such notice shall be that: (1) such withdrawing PARTY shall not be eligible to participate in the REGIONAL TESTING PROGRAM after such withdrawal becomes effective; (2) the City of San Marcos shall be released from its obligations under this AGREEMENT for any workers compensation claims arising under the REGIONAL TESTING PROGRAM as to the withdrawing PARTY after such withdrawal becomes effective; (3) all PARTIES shall remain liable to the City of San Marcos for reimbursement of expenses under section 2 hereof until all claims incurred during the term of this AGREEMENT have been fully resolved; and (4) the City of San Marcos may, in its sole discretion, elect to terminate this AGREEMENT and all of its obligations hereunder effective June 30<sup>th</sup> of such year by giving written notice to all other PARTIES within thirty (30) days of receipt of notice from the withdrawing PARTY.

#### **5. ENTIRE AGREEMENT**

This AGREEMENT contains the entire understanding between PARTIES relative to each of their interests and obligations covered by this AGREEMENT and supersedes all prior and collateral agreements, both oral and written, communications, reports, and understandings, if any, between the PARTIES regarding responsibility for workers compensation coverage for and claims arising out of or related to an applicant's participation in the REGIONAL TESTING PROGRAM.

#### **6. MODIFICATION and AMENDMENT**

No modifications or amendments to any provision hereof shall be binding unless in writing and signed by authorized representatives of all of the PARTIES.

#### **7. NON - WAIVER**

No failure or delay in exercising any right, power or privilege under this AGREEMENT shall be construed as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege under this AGREEMENT.

**8. SEVERABILITY**

The invalidity or unenforceability of any provision of this AGREEMENT shall not affect the validity or enforceability of any of the other provisions of this AGREEMENT, all of which shall remain in full force and effect.

**9. ASSIGNMENT**

This AGREEMENT, and any rights arising hereunder, may not be assigned by any of the PARTIES without the prior written consent of the other PARTIES.

**10. NOTICE**

All notices, requests, demands or other communications under this AGREEMENT shall be in writing and shall be deemed to have been duly given on the date of delivery if served personally on the Party to whom the notice is to be given, or on the third day after mailing if mailed to the Party to whom the notice is to be given, by first class mail, registered or certified, postage prepaid.

**11. APPLICABLE LAW**

This AGREEMENT shall be governed by and interpreted in accordance with the laws of the State of California. Sole and proper venue for any rights arising under or related to this AGREEMENT shall be in North County of San Diego, State of California.

**12. FACSIMILE SIGNATURES**

This AGREEMENT may be executed by facsimile signatures, which will be as effective as if original signatures.

**13. COUNTERPARTS**

This AGREEMENT may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same agreement, and the signature of any PARTY to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.



Each representative of a PARTY appending his or her signature hereto represents and warrants that he or she has the necessary authority to bind the PARTY set forth below.

**On Behalf of the CITY OF CARLSBAD**

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

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

**On behalf of CITY OF ENCINITAS**

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

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

**On Behalf of the CITY OF ESCONDIDO**

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

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

**On behalf of the CITY of SAN MARCOS**

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

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

**On Behalf of the CITY OF SOLANA  
BEACH**

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

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

**On behalf of the CITY OF VISTA**

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

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

**On Behalf of the CITY OF OCEANSIDE**

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

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

**On behalf of the CITY OF POWAY**

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

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

**On Behalf of NORTH COUNTY  
FIRE PROTECTION DISTRICT**

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

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

**On behalf of RANCHO SANTA FE  
FIRE PROTECTION DISTRICT**

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

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

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# STAFF REPORT

NO. 09-24

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**TO:** BOARD OF DIRECTORS  
NICHOLAS G. PAVONE, FIRE CHIEF

**FROM:** TONY MICHEL, DEPUTY CHIEF

**SUBJECT:** BUDGET AUTHORIZATION

**DATE:** NOVEMBER 12, 2009

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The following budget action is requested for approval and/or modification:

Description	FY 09/10 Budget	Funding Request	Funding Source	Action Requested
<i>Motorola 800 MHz Portables</i>	\$20,000	\$3,924	<i>General Fund</i>	Approve the expenditure and authorize Staff to proceed with the purchase of four (4) XTS 5000 portable radios.
<i>JUSTIFICATION for Funding Request:</i>  The majority of our current 800 MHz portable radios have been in service close to fifteen years. Each year the District budget funds to maintain a replacement program for our inventory of 61 radios to reduce maintenance costs and stay current with changes in technology.				

## **RESOLUTION 2009-07**

A Resolution of the Rancho Santa Fe Fire Protection District Board of Directors Adopting a Memorandum of Understanding between the Rancho Santa Fe Fire Protection District and the Rancho Santa Fe Professional Firefighters Association – Local 4349

This Memorandum of Understanding, hereinafter referred to as the "MOU", is by and between the Rancho Santa Fe Fire Protection District, hereinafter referred to as the "District", and the Rancho Santa Fe Professional Firefighters Association – Local 4349, hereinafter referred to as "Association", and is intended to outline the term of the contract for wages, hours, and working conditions for the group of employees identified

WHEREAS, the authorized representatives of the District and the authorized representatives of the Association have met and conferred pursuant to California Government Code Section 3500 et seq. for a successor MOU; and

WHEREAS, the District and the Association representatives acknowledge that the District and Association reached agreement on matters within the scope of representation and prepared a written MOU.

WHEREAS, the Association has agreed and ratified the MOU; and

WHEREAS, the District's representatives have recommended that the Board of Directors adopt MOU.

NOW THEREFORE, the District and the Association agree to MOU (Exhibit A.) for a term July 1, 2009 through June 30, 2010.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Rancho Santa Fe Fire Protection District on November 18, 2009 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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JAMES H ASHCRAFT  
President

ATTEST:

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Karlana Rannals  
Secretary



# MEMORANDUM OF UNDERSTANDING

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between

Rancho Santa Fe Fire Protection District

and

Rancho Santa Fe Firefighters

Professional Firefighters Association – Local 4349

**Term: 7/1/2009 – 6/30/2010**

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**MEMORANDUM OF UNDERSTANDING**  
between  
**RANCHO SANTA FE FIRE PROTECTION DISTRICT**  
and  
**RANCHO SANTA FE PROFESSIONAL FIREFIGHTERS ASSOCIATION – LOCAL 4349**

**ARTICLE I     PREAMBLE**

01.01 This Memorandum of Understanding is made and entered into this 1st day of July 2005 by and between the Rancho Santa Fe Fire Protection District (hereinafter referred to as the "DISTRICT") and the Rancho Santa Fe Firefighters Professional Firefighters Association – Local 4349 (hereinafter referred to as "ASSOCIATION").

01.02 This Memorandum of Understanding is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Section 3500-3511) and has been prepared jointly by the District and Association.

**ARTICLE II   RECOGNITION**

02-01 The District recognizes the Association as the majority representative for all classifications in the bargaining unit.

02.02 This Memorandum of Understanding is the sole and exclusive document for all Classifications identified in this Agreement between the District and the Association. This Memorandum of Understanding shall supersede all previous agreements.

02.02 Current classifications assigned to the bargaining unit are:

- a. Captain
- b. Engineer
- c. Firefighter/Paramedic
- d. Firefighter

02.03 All provisions and benefits of this Agreement shall be applicable only to employees in classes in the above-mentioned bargaining unit.

**ARTICLE III   IMPLEMENTATION**

03.01 This Memorandum constitutes a mutual recommendation to be jointly submitted to the District's Board of Directors following ratification of the Memorandum by the members of Association. However, this agreement is of no force or effect unless or until approved by a majority vote of the District's Board of Directors.

**ARTICLE IV   TERM**

04.01 The term of this Memorandum shall commence on the date when the terms and conditions for its effectiveness, as set forth in Implementation, are fully met; but in no event shall said Memorandum become effective prior to 12:01 am on July 1,2009. Memorandum shall expire and otherwise be fully terminated at 12:00 midnight on June 30, 2010.



04.02 Successor Memorandum: In the event the Association or the District desires to meet and confer on the provisions of a successor Memorandum, the requesting entity shall serve upon the other party its written request to commence meeting and conferring for such successor Memorandum. Should the meet and confer process for a successor Memorandum exceed the term of this Agreement, all terms and conditions of this Memorandum shall be continued until an Agreement is reached.

## **ARTICLE V RENEGOTIATION**

05.01 In the event the Association desires to meet and confer in good faith on the provision of a successor Memorandum of Understanding, it shall serve upon the District its written request to commence meeting and conferring in good faith for such successor Memorandum of Understanding.

05.02 Except as specifically provided herein, it is agreed and understood that the parties hereto shall not be required but do reserve the right upon mutual agreement, to negotiate with respect to any subject or matter covered herein or with respect to any other matters within the scope of representation during the term of this agreement.

## **ARTICLE VI MANAGEMENT RIGHTS**

06.01 The District on its own behalf, and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities, conferred upon and vested in it by the law, the Constitution of the State of California, and the Constitution of the United States, including, but without limiting the generality of the foregoing, the rights:

- a. to determine and administer policy;
- b. subject to the provisions of the law, to hire all employees, to determine their qualifications and the conditions for continued employment or their dismissal or demotion, and to promote and to transfer all such employees;
- c. to determine the numbers and kinds of personnel necessary for the efficient operation of the District and to direct their activities;
- d. to determine programs;
- e. to build, move or modify facilities;
- f. to develop and administer the budget;
- g. to determine the methods of raising revenue;
- h. to take action on any matter in the event of an unforeseen emergency;
- i. to delegate to the Fire Chief and other legally appointed officers, the operation of the district, its properties and facilities including, but not limited to innovative and experimental uses of the district facilities and experimental and pilot investigation of new fire science programs.

06.02 The exercise of the foregoing powers, rights, authority, duties and responsibilities, by the District, the adoption of policies, rules and regulations, and practice in the furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the extent such express and specific terms are in conformance with federal and state law. Nothing in the foregoing article shall be deemed to constitute a waiver of employee rights under MMB 3500 ET seq. or other statutes.

## **ARTICLE VII EMPLOYEE RIGHTS**

07.01 It is agreed that each individual employee shall have the following rights, which he/she may exercise in accordance with applicable laws, ordinances, and rules and regulations:

- a. The right to form, join and participate in the activities of employee organizations of his/her own choosing for the purpose of representation on matters of his/her employee relations with the District or not to join or participate in the activities of any organization.
- b. The right to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal on the part of the management representatives, the supervisor, other employees, or employee organizations, with respect to his/her membership or non-membership in any employee organization or with respect to any lawful activity associated therewith which is within the scope of representation.
- c. The right to represent himself/herself individually in his/her employee relations with the District or through an authorized Association representative.

## **ARTICLE VIII UNFAIR EMPLOYEE RELATIONS PRACTICE**

08.01 It is agreed that it shall be an unfair employee relations practice for the District and/or the Association or its representatives:

- a. To interfere with, restrain, discriminate, intimidate or coerce employees in the exercise of the rights recognized or granted in this Memorandum.
- b. To refuse to meet and confer in good faith with representatives of recognized employee organizations on matters within the scope of representation; or for the Association or its representatives to refuse to meet and confer in good faith on matters within the scope of representation.

## **ARTICLE IX GRIEVANCES**

09.01 Defined: A grievance is defined as an alleged violation of the provisions of a MOU, which pertains to employment rights or working conditions not excepted by provisions of the management rights clause or reviewable under some other procedure, which adversely affects the grieving employee(s). Grievances shall not include matters outside the scope of representation, as defined in Government Code Section 3504. A grievance shall not include any claim regarding the initiation or renewal of a Memorandum of Understanding, the resolution of a meet and confer impasse, or any other matter, which is outside the scope of representation as defined by California Government Code Section 3504.

### **09.02 General Provisions**

- a. All grievances shall be filed in writing within fifteen (15) calendar days of the date on which the employee knew or reasonably should have known of the alleged grievable incident. Any grievance not timely filed or appealed within specified time limits shall be null and void.
- b. A written statement of grievance shall identify the specific provision or provisions of this Memorandum of Understanding alleged to have been violated. Also, a statement of grievance shall set forth the specific factual information which gives rise to the filing of the grievance.

- c. Time limits provided for herein may be extended through mutual written consent of the parties.
- d. Except where grievances are resolved or ruled upon by the Board of Directors, all grievance resolutions involving the commitment of District funds shall be subject to the written approval of the Fire Chief.
- e. Parties to the grievance procedure shall be entitled to have a representative to act in his/her behalf at each step of the grievance procedure.

#### 09.03 Procedures

- a. The parties shall attempt to resolve all grievances on an informal basis between the employee and/or his/her designated representative and a supervisor in the employee's chain of command, up to and including the Fire Chief, within 15 calendar days of the occurrence giving rise to the grievance.
- b. If the parties are unable to resolve the grievance on an informal basis, the grievant shall file the grievance in writing with his/her immediate supervisor within 15 calendar days after last discussing the grievance with his/her immediate supervisor. The Fire Chief shall be served with a copy of the written grievance at the time such grievance is filed with the grievant's immediate supervisor. A grievance filed with the Chief shall be for informational purposes only; he/she shall not discuss it with the supervisor unless consulted by that person or with the grievant until and unless the grievant files it with the Chief. Only those issues unresolved by the supervisor shall be discussed with the employee at the Chief's level.
- c. If the grievance has not been settled within fifteen (15) calendar days of its filing with the grievant's immediate supervisor, it shall then be submitted to the Fire Chief for resolution. If requested by either party, the Fire Chief and the grievant and/or his/her representative shall meet in an attempt to resolve the grievance. Within fifteen (15) calendar days of the filing of the grievance with the Fire Chief, the Fire Chief shall provide the grievant and/or his/her representative with a written statement regarding the grievance.
- d. If the grievant does not agree with the Fire Chief's proposed resolution of the grievance, he/she shall submit the written grievance to the Board of Directors for resolution and/or decision. The grievant's appeal to the Board of Directors regarding the grievance must be filed with the Secretary, Board of Directors no later than fifteen (15) calendar days from the date on which the employee received the Fire Chief's written decision. All written materials and rationale which are to be submitted by the grievant to the Board of Directors shall be served upon the Fire Chief at the time the grievance is appealed to the Board of Directors. Both the grievant or his/her representative and the Fire Chief shall be given an opportunity to argue their positions on the grievance to the Board of Directors prior to its determination upon the merits of the grievance. The grievant, his/her representative, and the Fire Chief shall be notified in writing of the Board's decision on the grievance.
- e. If the grievance is not resolved to the employee's satisfaction and the employee wishes to appeal, the grievant may, within fifteen (15) calendar days from the response of the Board of Directors, request that the Fire Chief set up mediation.

- f. A State mediator shall mediate the dispute according to the normal rules governing mediation. There shall be no cost to the parties.

## **ARTICLE X DISCHARGE OR OTHER DISCIPLINARY ACTION**

10.01 It is agreed that the District shall advise the employee of his/her right to representation and a written statement of the reason or reasons for any disciplinary action against him/her. All documentation upon which the charges are based shall be made available to the employee at the time such action is taken.

10.02 It is agreed that all appeals relating to any disciplinary action shall be submitted in writing to the District in accordance with Article IX, following a hearing before the Chief or his/her designated representative.

## **ARTICLE XI GENERAL PROVISIONS**

11.01 Discrimination: There shall be no discrimination against any personnel or applicant because of race, color, marital status, medical condition, religion, sex, age, national origin, ancestry, or non-job related handicap or disability. Any use of masculine language in this MOU is specifically intended to include the feminine gender.

11.02 Bulletin Board: It is agreed that the District shall allow bulletin boards in agreed upon places for the use of Association in posting appropriate notices and announcements of meetings, elections, and social activities.

11.03 Dismissal during Initial Probation: It is agreed that the District shall have the right to dismiss any newly hired employee with or without cause during the initial probationary period. Such discharge shall not be subject to Article IX.

11.04 Personnel Folder: Employees shall have the right to review their individual personnel folders. Access shall be scheduled at the convenience of all the parties. Copies of all materials to be included in personnel folders shall be provided to individual employees.

11.05 Negotiating Team Rights: The District agrees to provide reasonable time off without loss of pay, during scheduled work hours, for up to three (3) representatives of the Association when said representatives are meeting and conferring on matters within the scope of representation.

11.06 Association Business: The District agrees to provide reasonable time off without loss of pay for up to four (4) representatives of the Association when such representatives are on scheduled work time and when such representatives are meeting with the District on matters within the scope of representation, including grievances, appeals of performance evaluations, and other matters. A representative of the Association shall be allowed to be present at the request of any employee, at any meeting with management involving grievance, appeals of employee performance evaluations, and any pre-disciplinary matters. The representative shall not interfere with normal work operations of the District. Employees not scheduled for duty will receive no additional compensation for conducting Association business.

11.07 Payroll Deduction and Association Dues: It is agreed that Association dues and such other deductions as may be properly requested by the Association, and lawfully permitted, shall be deducted by the District from the salary of each employee covered hereby who files with the District a written authorization requesting that such deductions be made. The District shall make remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder to the Association.

## **ARTICLE XII SENIORITY PROVISIONS**

### **12.01 Seniority Defined:**

- a. District Seniority is defined as an employee's most recent period of unbroken, continuous service with the District. Employees shall not attain District seniority until the completion of the required probationary period, at which time District seniority shall relate back to the commencement of the most recent date of appointment.
- b. Classification Seniority is defined as the period of most recent continuous service in the employee's classification. Employees shall not attain classification seniority until completion of the probationary period in that classification, at which time classification seniority shall relate back to the most recent date of appointment to such classification.

### **12.02 Seniority Credit:**

- a. In computing seniority, credit shall be given for all classified service in the District except that a resignation or discharge shall be considered a break in service and seniority credit shall be given for any service rendered prior to that break, as provided below.
- b. Seniority Credit shall be allowed only for the following types of absence from a position in the classified service:
  - 1. Absences during authorized vacation or authorized sick leave.
  - 2. Absence on leave for active service in the Armed Forces of the State of California or the United States of America.
  - 3. In the event that an employee does not complete the probationary period in his/her classification due to layoff, seniority shall be allowed for the new service classification upon completion of that probationary period.
  - 4. Absence on leave made necessary by injuries sustained in the line of duty.
  - 5. Absence made necessary by injuries sustained in the course of employment by the District.
  - 6. Absence on leave while on loan to another agency if, in the opinion of the Fire Chief, the District stands to benefit from employment or other activity.

### **12.03 Other Seniority Credit Provisions:**

- a. If an employee is suspended through no fault of his/her own and is later re-employed, he/she shall not lose any seniority credit for any period of actual service; if however, he/she has been separated from service by resignation or discharge for cause and is again employed, he/she shall not receive any seniority credit for service rendered prior to his/her separation from service.

- b. When two or more employees are appointed on the same date in the same classification, the order of precedence shall be determined by the order of the relative position of such employees on the eligibility list from which said employees were appointed.

12.04 Time Served as Student Firefighter and/or Firefighter Paramedic: time served as Student Firefighter and/or Firefighter Paramedic with the District prior to appointment to a firefighter classification shall be considered continuous service for the purposes of promotions and vacation accrual for employees hired subsequent to January 1, 1980. Student firefighters and/or Firefighter Paramedic who are appointed to a Firefighter classification shall retain any accrued sick leave that they have earned.

### **ARTICLE XIII REDUCTION IN FORCE**

13.01 Reduction in force shall be based on seniority, least senior first. Should a reduction in force be necessary, the following will apply:

- a. When a position is to be eliminated, classification seniority will be used as the criteria. For more than one employee with the same class seniority, the next criteria will be District seniority.
- b. An affected employee shall be given the choice of either being laid off or being reduced to the previous rank held.
- c. An employee being reduced may not replace an employee who has more District Seniority, but instead must move to the next lower rank.
- d. When restrengthening the District, all those affected by the reduction in force shall be given the opportunity to move back into their former positions before any new personnel are hired or promoted.
- e. The time limit for rehire shall be 24 months from the date of lay-off for employees who have completed initial probation. Time limit for rehire shall be six (6) months for employees who have not completed initial probation.

### **ARTICLE XIV UNIFORMS**

14.01 District shall provide Class "B" and "C" uniforms to employees. Class "A" uniform shall be subject to the provisions of the District's Standard Operating Guidelines. The District retains the right to monitor the condition of uniforms and the discretion to replace or not to replace worn and damaged clothing depending upon the reasonableness of the wear and/or damage. The District will provide other protective clothing and gear as required by law, commensurate with the duties to be performed.

## ARTICLE XV VACATION ACCRUAL

15.01 Vacation accrual for all ranks shall be based upon years of service in accordance with the following:

Years of Service		Hours
From	To	
0	4	144
5	9	168
10	14	192
15	19	240
20	+	288

15.02 All new employees are eligible to use any accrued vacation upon completion of twelve (12) months of service.

15.03 The Association shall receive 96 hours per calendar year of Association time off with pay, in order to attend functions such as conferences, seminars and workshops. This paid time off is only available if and when used for training or education purposes relating directly to employer/employee relations or other subjects contained within this MOU. A written request for this leave is required prior to any use. The request shall be made to the Operations Chief with a minimum of fourteen (14) days notice.

15.04 Should the Association not use any available time off with pay during the calendar year, the Association will be allowed to carryover into the next calendar year. At no time shall the Association have more than one hundred ninety two (192) accrued hours (or two years). The accrual shall be adjusted at the beginning of each calendar year.

## ARTICLE XVI HOLIDAYS

16.01 For the purpose of this Article, the legal "holiday" shall mean and include the following days:

	Holiday Observance	Date
1	New Years Day	January 1
2	Lincoln's Birthday	February 12
3	President's Day	Third Monday in February
4	Memorial Day	Fourth Monday in May
5	Independence Day	July 4
6	Labor Day	First Monday in September
7	Veteran's day	November 11
8	Thanksgiving Day	Fourth Thursday in November
9	Day after Thanksgiving Day	
10	Christmas Day	December 25



16.02 All classifications in the Bargaining Unit will receive 120 hours annually, in lieu of and regardless of the number of holidays worked. This will be paid separately with the November 30 paycheck.

16.03 Each employee will have the option to convert Holiday Pay to Holiday Time Off. Holiday time off will be determined by dividing the number of hours desired to convert by 1.5. This time will be added to the employee's accrued vacation time with the November 30 paycheck. Each employee must notify the payroll office prior to November 1 each year if this option is to be selected.

## **ARTICLE XVII HOURS OF WORK**

17.01 Work Week: the District shall establish the hours of duty to average no more than fifty-six (56) hours per week on the three (3) platoons, twenty-four (24) hour system.

17.02 Each twenty-four (24) hour tour of duty shall begin at 0800 hours and end at 0800 hours of the following day.

17.03 Overtime Defined: Overtime work shall include only that time worked by employees at the request of management that is in excess of the established day and/or workweek for that class.

17.04 Those employees covered by the Fair Labor Standards Act will receive time and one-half for all hours in excess of 182 in any one work period.

17.05 The smallest unit of overtime shall be one-quarter hour.

## **ARTICLE XVIII HEALTH INSURANCE**

18.01 The District shall remit Insurance premiums for HMO medical and HMO dental insurance for the District's employees and their dependents. Effective July 1, 2005 the District shall pay an amount equal to the premium cost of the family rate, up to \$1,000 per month.

18.02 If the premiums for medical and dental insurance exceed \$1,000 per month, the employee and District agree to share the cost difference 50/50.

18.03 Any unused premium may be used for medical/dental expenses as defined by the Administrative Policy for a maximum period of 24 months. After the 24-month period expires, 100% of any unused premium shall be transferred to the employee's Retirement Health Savings Account.

18.04 District employees, upon retirement, at no additional cost to active employees or to the District shall be allowed to remain on the group medical plan. The retiree will be required to have the same plan as active employees. The retiree will be responsible for payment of entire premium and a two percent (2%) administrative cost. The Association understands that the premium for a retired employee may be higher than that of an active employee. At age 65, the retiree may have additional options available.

## **ARTICLE XIX RETIREMENT HEALTH SAVINGS ACCOUNT**

19.01 The District will implement a plan effective with this contract. All Employees covered by this agreement shall be required to participate in a District administered Retirement Health Savings Account (RHSA). The following terms apply:

- a. Effective July 1, 2005 a monetary contribution will be made by the District in the amount of \$100 per employee per month.
- b. The value of any unused medical reimbursement shall be transferred at the end of each calendar and fiscal year to the employee's RHSA (contributed twice a year).
- c. If the employee has an excess of 480 hours of unused sick leave, then at the end of each calendar year 50% of the unused sick leave (144 minus sick leave used) will be contributed to the RHSA at the employee's hourly rate.

## **ARTICLE XX SICK LEAVE**

20.01 Accrual: Shift employees shall accrue sick leave at the rate of 12 hours per month. The non-shift employee shall accrue 8 hours per month. Sick leave shall be accumulated with no maximum accrual.

20.02 The accrual rate shall apply to the employee's permanent work schedule and not be changed for temporary or short-term assignments.

20.03 When an employee changes from one work schedule to another work schedule as a permanent assignment, accumulated leave shall be adjusted in accordance to the ratio of one work schedule to the other. Example: factor from 56-hour workweek to 40-hour workweek is .714, and factor from 40-hour workweek to 56-hour workweek is 1.4.

20.04 Sick leave shall be available for personal illness or injury, emergency medical or dental appointments and for reasonable travel time to and from health care facilities. Sick leave shall also be available to an employee for the purpose of caring for a member of his/her immediate family who is ill or injured, emergency medical or dental appointments, and for reasonable travel time to and from health care facilities.

20.05 Definition of Immediate Family - Immediate family shall include: husband, wife, child, stepchild, brother, stepbrother, sister, stepsister, parent, stepparent, grandparent, grandchild or any legal dependent residing in same household.

20.06 At retirement unused sick leave credit shall be converted to one of the following:

- a. All unused sick leave hours may be reported to CalPERS for additional service credit.
  - i. Conversion of a shift employee's sick leave bank to equivalent sick days as required by PERS will be computed by dividing the total number of unused sick leave hours by eight (8); or
- b. The employee may choose to convert unused sick leave hours to an employee's RHSA at a ratio of 3:1. A minimum of 960 sick leave hours is required to be eligible for this option.

- i. The RHSA contribution shall be calculated at the straight time rate and shall not exceed the value of 40 shifts; or
- c. A combination of both options, if the remaining unused sick leave hours not used for additional service credit, exceeds 960 hours.

## **ARTICLE XXI BEREAVEMENT LEAVE**

21.01 Bereavement leave shall be granted for the death or imminent death of any employee's immediate family or dependent, including spouse's immediate family or dependent. Bereavement leave shall not exceed three (3) days for non-shift employees or two (2) shifts for shift employees. For family or dependents that reside out of state, bereavement leave shall be extended to four (4) days for non-shift employees and three (3) shifts for shift employees. No paid leave shall be granted without prior administrative approval. All bereavement leave shall be charged against the employee's accrued sick leave. The sick leave used for bereavement leave shall be deducted from the December 31 prior year balance when determining the RHSA contribution.

Refer to Article XX – SICK LEAVE – section 20.05 for definition of immediate family. This definition also applies to the spouse's immediate family.

## **ARTICLE XXII COURT LEAVE (JURY DUTY)**

22.01 All employees will be allowed paid time for jury duty or any job related court appearance, or deposition. Any other appearances that are non-job related must use vacation time or shift trades.

22.02 All jury duty fees received except for expenses shall be returned to the District.

## **ARTICLE XXIII WAGES**

23.01 Pay rate for all employees will be expressed and paid as an hourly rate. (Note: Approximate monthly compensation is provided as information only.) Adjustments to the employee's semi-monthly paycheck for overtime compensation will be made on the paycheck following the close of the work period in which there is an adjustment. An allowance of at least seven days is allowed for preparation of payroll and the accounting procedures normally associated with payroll matters.

23.03 Wage Schedule – July 1, 2009 – June 30, 2010 – the wage schedule effective July 1, 2008 shall be continued to June 30, 2010. In addition, not later than December 15, 2009 the District shall distribute a one-time lump sum payment of \$1,000 to all classifications listed in Section 02.02.

23.03 COLA: If the consumer price index All Urban Consumers, San Diego (CPI San Diego) for a one year period from the second half to second half is 4% or greater for a calendar year, the next scheduled hourly rate increase will be increased by one-half (½) of the difference between 3.5% and the actual CPI.

23.04 Overtime Compensation Rate: - Compensation rate shall be paid in accordance with Article XVII of this Memorandum of Understanding.

23.05 Promotion/Salary Increase - When an employee is promoted he/she shall move to the appropriate step that would provide a minimum increase in salary of 5%.

23.06 Except as specifically provided herein, it is agreed and understood that the parties hereto reserve the right, upon mutual agreement, to renegotiate with respect to a change in market or financial conditions covered herein.

## **ARTICLE XXIV RETIREMENT**

24.01 Retirement: the District shall retain a retirement plan with the Public Employees Retirement System (PERS) 3% @ 50 plan. The retirement plan shall include the following statutory and optional benefits:

- a. One-Year Final Compensation
- b. 1959 Survivor Benefit - Fourth Level
- c. Credit for Unused Sick Leave
- d. Pre-Retirement Optional Settlement 2 Death Benefit
- e. Military Service Credit

24.02 The District agrees to pay 100% of the current 9% employee contribution for all reportable wages commencing January 1, 1992. The employee will contribute \$2 per month towards the cost of the 1959 Survivor Benefit - Fourth Level.

24.03 Report the Value of Employer-Paid Member Contribution (EPMC) – Special Compensation: the District will report to CalPERS the value of EPMC as reportable compensation.

## **ARTICLE XXV PARAMEDIC BENEFIT AND CONDITIONS**

25.01 Continuing Education: Paramedics will be afforded time on duty for required continuing education. In the case of a special class or other circumstance whereby the class is not available on duty, the employee will be compensated at the current overtime rate for that position. The District will reimburse tuition for all required continuing education paid by a Paramedic.

25.02 Malpractice Insurance: the District shall provide at its expense, "Professional Health Care Provider Insurance," for paramedics and other firefighters. The dollar amount will be based on the District's current policy, but will provide a minimum of one million dollars (\$1,000,000) per incident.

25.03 Paramedic Incentive Compensation: effective July 1, 2005 any employee at the rank of Engineer who continuously retains obtains his/her paramedic license and has at least two years of employment and one year of paramedic license shall receive an additional \$2,400 in compensation. This compensation will be remitted annually and separately upon verification of license and time in service. Each employee shall notify the Operations Chief by the 15<sup>th</sup> of each quarter ending (i.e., March, June, September, and December) before payment can be remitted. Payment will be remitted pursuant to the payroll Administrative guidelines.

25.04 Preceptor Pay: Mentors and/or preceptors for paramedic trainees shall be granted five hundred dollars (\$500) for each trainee assigned to the employee as approved and/or required by the District, paid upon completion of the training assignment.

25.05 A Firefighter/Paramedic shall have the option to decertify as a Paramedic upon promotion to the rank of Engineer or Captain.

## **ARTICLE XXVI WORK OUT-OF-GRADE**

26.01 The term "work out-of-grade" shall be defined as the performance of significant duties in one classification by an employee in a classification with a lower compensation range.

26.02 If a vacancy exists and if an employee is required to work out-of-grade to fill such vacancy for more than two (2) consecutive hours, the employee shall be compensated for such out-of-grade assignment.

26.03 An employee eligible for out-of-grade pay shall be granted a ten percent (10%) increase above his/her current base salary for one classification (Example: Engineer working as a Captain, and fifteen percent (15%) increase above his/her base salary for two (2) classifications (Example: Firefighter working as a Captain).

## **ARTICLE XXVII ASSIGNMENT TO ADMINISTRATIVE POSITION**

27.01 This Article shall apply to members of the bargaining unit who are appointed, or assigned to an administrative position. *Note: This does not apply to any employee assigned to administration because of an on- or off-duty injury.*

### **27.02 Compensation**

- a. The employee's hourly rate will be converted to a 40-hour workweek. The hourly rate will be adjusted as specified herein. Factor from 56-hour workweek to 40-hour workweek is .714; Factor from 40-hour workweek to 56-hour workweek is 1.4.
- b. The employee will be granted a ten percent (10%) increase above his/her base salary.

#### 27.03 Hours of Work

- a. The regular hours of work for an administrative position will consist of a 40-hour workweek. A flex-schedule may be offered under conditions identified by the employee's immediate supervisor and approved by the Fire Chief.
- b. Overtime may be required in order to complete assignments and/or complete additional tasks. This overtime shall be approved by the immediate supervisor prior to incurring the overtime.
- c. Employees will not be available to work overtime on days they are assigned to administration unless authorized by the Duty Chief. Employees are authorized to work up to 48 hours of overtime per week without prior approval on their scheduled days off.

#### 27.04 Vacation Leave

- a. When an employee changes from one work schedule to another as a full time assignment, the employee's accrual rate and accumulated vacation bank will be adjusted in accordance with the ratio as specified herein. Factor from 56-hour workweek to 40-hour workweek is .714; Factor from 40-hour workweek to 56-hour workweek is 1.4.
- b. Any previously scheduled vacation prior to appointment or assignment will be honored by the District. Any future vacation use shall be with the approval of the supervisor.

#### 27.05 Holidays

- a. Per Article 16.02 the employee will be compensated for  $\frac{1}{2}$  of the holidays per the calendar year (120 hours). Employees will be expected to work five (5) of the holidays, or arrange their flex schedule so that their day off falls on the holiday. This scheduling is to be arranged with the supervisor. The holidays occurring prior to accepting this position will be considered as holidays worked. These holidays will be paid at the current hourly rate.

#### 27.06 Physical Training

- a. In accordance with the MOU, physical training is a voluntary program and should be completed during non-work hours.

#### 27.07 Emergency Response

- a. Members of the bargaining unit that are working a full time administrative position will remain subject to emergency call-backs.
- b. Members of the bargaining unit that are working a full time administrative position will not participate on a Stand-by Crew unless directed to do so by their immediate supervisor or by the Duty Chief.

#### 27.08 Use of District Vehicles

- a. Members of the bargaining unit that are working a full time administrative position will be allowed the use of a district owned/leased/rented vehicle for the purpose of commuting to and from work and for business purposes. The value for the

use of the vehicle will be reported as a taxable fringe benefit as established by IRS Regulations and the District's Administrative policy. The District will report the value in the manner allowed by IRS regulations that has the least tax impact to the employee. This section may be modified based upon IRS regulations and the individual's administrative assignment.

#### 27.09 Training

a. Employees will be allowed to participate during normal business hours in any training that is scheduled or mandated in order to retain professional certificates or as otherwise deemed necessary by the immediate supervisor. Any additional schools, certificates, or classes must be approved by the immediate supervisor.

#### 27.10 Return to Suppression

a. Upon completion of the administrative assignment the employee will return to his/her previous rank held at the time of accepting the appointment unless the employee has been promoted to another position/rank. All seniority will continue as specified in the MOU.

### **ARTICLE XXVIII CALL BACK TO DUTY**

28.01 Call Back Defined: call back work is defined as work required of an employee who, following completion of the employee's work day or work week and departure from the employee's work site, is unexpectedly ordered to report back to duty to perform necessary work.

28.02 Call Back Compensation: employees who are called back shall receive a minimum of four (4) hours compensation.

28.03 Hours Defined: hours worked shall be calculated beginning at the time the call back is received and acknowledged by the employee and ending when the employee is relieved of duty.

28.04 Stand-by Crews Defined: suppression personnel who have signed-up and agree to respond, as requested, for a twenty-four (24) hour tour of duty, or any portion thereof.

28.05 Standby Crew Compensation: personnel will receive \$100.00 per 24 hour tour of duty, or any portion thereof, except if a Stand-by Crew member accepts and works more than 20 hours of volunteer overtime during the stand-by tour.

28.06 A stand-by tour of duty shall begin at 0800.

### **ARTICLE XXIX LIFE INSURANCE**

29.01 No than December 1, 2009, the District shall provide a \$25,000 life insurance policy for the employee and \$1,000 life insurance policy for employee's dependents. The policy shall include accidental death and dismemberment coverage.



## **ARTICLE XXX DISABILITY INSURANCE**

30.01 The District agrees to offer as a payroll deduction any long-term disability insurance.

## **ARTICLE XXXI PHYSICAL TRAINING**

31.01 The physical training program shall continue to be a voluntary program.

## **ARTICLE XXXII FAIR LABOR STANDARDS ACT (FLSA)**

32.01 The District claims a 7k exemption for the purpose of establishing a work period. It will consist of a 24-day cycle, meaning that overtime provisions become applicable to non-exempt employees after 182 hours have been worked in that specific work period. For the purpose of calculating overtime, use of vacation, jury duty, and sick leave, including bereavement leave, shall be considered as time worked. Any work time lost due to a work related injury shall also be considered as time worked.

32.02 The District will continue the use of time cards for non-exempt employees. Time cards will be submitted on the day following the end of the work period.

32.03 If any provisions of the Fair Labor Standards Act are held to be non applicable to fire service personnel, the conditions imposed as a result of the act will be null and void. A re-opener of negotiations will occur at that time.

## **ARTICLE XXXIII SEVERABILITY**

33.01 This Memorandum is subject to all current and future applicable Federal, State, and local laws. All ordinances, rules, regulations, and policies shall be subject to the appropriate revisions, amendments and deletions necessary to conform to the purpose, intent and application of the provision of this Memorandum.

33.02 If any article or section of this Memorandum is in conflict or inconsistent with such applicable provisions of Federal, State, or local laws, the parties shall, where applicable, meet and confer or meet and consult for the purpose of arriving at a mutually agreeable replacement for such article or section. The validity of the remainder of this Memorandum shall not be affected thereby.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Rancho Santa Fe Fire Protection District on November 18, 2009.

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James H Ashcraft  
President, Board of Directors

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David Livingstone  
Captain

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Randall Malin  
Member, Board of Directors

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Terry Gibson  
Captain

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Chris Galindo  
Captain

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Brian Slattery  
Engineer

## EXHIBIT A

Note: Monthly compensation provided as information only.

The following schedule becomes effective – July 1, 2008

<b>1-Jul-08</b>					
	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
<b>Firefighter</b>	<b>\$17.63</b>	<b>\$18.51</b>	<b>\$19.44</b>	<b>\$20.41</b>	<b>\$21.43</b>
<b>3.5%</b>	<b>\$4,393</b>	<b>\$4,613</b>	<b>\$4,844</b>	<b>\$5,086</b>	<b>\$5,340</b>
<b>Firefighter/Paramedic</b>	<b>\$20.83</b>	<b>\$21.87</b>	<b>\$22.96</b>	<b>\$24.11</b>	<b>\$25.32</b>
<b>3.5%</b>	<b>\$5,189</b>	<b>\$5,449</b>	<b>\$5,721</b>	<b>\$6,007</b>	<b>\$6,308</b>
<b>Engineer</b>	<b>\$21.23</b>	<b>\$22.29</b>	<b>\$23.41</b>	<b>\$24.58</b>	<b>\$25.81</b>
<b>3.5%</b>	<b>\$5,291</b>	<b>\$5,555</b>	<b>\$5,833</b>	<b>\$6,124</b>	<b>\$6,431</b>
<b>Captain</b>	<b>\$24.44</b>	<b>\$25.66</b>	<b>\$26.94</b>	<b>\$28.29</b>	<b>\$29.70</b>
<b>3.5%</b>	<b>\$6,089</b>	<b>\$6,393</b>	<b>\$6,713</b>	<b>\$7,049</b>	<b>\$7,401</b>

## RESOLUTION No. 2009-08

### A RESOLUTION OF THE BOARD OF DIRECTORS OF THE RANCHO SANTA FE FIRE PROTECTION DISTRICT ESTABLISHING SALARIES AND BENEFITS FOR MANAGEMENT PERSONNEL

**BE IT RESOLVED** that the Board of Directors of the Rancho Santa Fe Fire Protection District does hereby authorize the following salary ranges and benefits for management personnel effective December 1, 2009.

#### **I. SALARIES (FLSA Exempt)**

1.01 The following salary range for the positions identified are as follows:

<i>Position</i>	<i>Range/Annual Salary</i>	
Fire Chief	\$144,520	\$174,800
Deputy Chief	\$117,071	\$142,300
Battalion Chief	\$ 96,091	\$116,800
Fire Marshal	\$106,129	\$129,000
Administrative Manager	\$ 76,347	\$ 92,800

1.02 The District shall pay the following stipends, which is not considered reportable compensation to the California Public Employees Retirement System:

- a. No later than December 15, 2009, the District shall distribute a one-time lump sum payment of \$1,000 to all management personnel.
- b. Annually, a stipend for \$3,000 will be paid to those managers assigned to the Battalion Chief – Shift position. The stipend period is from October 15 – October 14 each year during the term of the *Agreement for Cooperative Management Services*.

#### **II. RETIREMENT**

2.01 The District shall fund a retirement plan (Safety: 3% @ 50; Miscellaneous: 2.7% @ 55) with the California Public Employees Retirement System (CalPERS). The retirement plan shall include all statutory benefits and the following optional benefits:

- a. One-Year Final Compensation
- b. 1959 Survivor Benefit - Fourth Level

2.02 The District shall pay 100% of the current employee contribution (Safety: 9%; Miscellaneous 8%) for all reportable wages. The employee will contribute \$2 per month towards the cost of the 1959 Survivor Benefit-Fourth Level.

2.03 The District shall report to CalPERS the value of Employer-Paid Member Contribution (EPMC) as reportable compensation.

**III. CLOTHING ALLOWANCE**

3.01	Position	Annual Allowance
	Administrative Manager	\$150

*Upon termination of any personnel in the above listed positions, the allowance shall then become \$0.*

**IV. SICK LEAVE**

**4.01 Shift Employees**

4.01.1 Accrual: Shift employees shall accrue sick leave at the rate of 12 hours per month. Sick leave shall be accumulated with no maximum accrual.

4.01.2 At retirement, unused sick leave credit for shift employees shall be converted to one of the following:

- a. All unused sick leave hours may be reported to CalPERS for additional service credit.
  1. Conversion of a shift employee's sick leave bank to equivalent sick days as required by PERS will be computed by dividing the total number of unused sick leave hours by eight (8); or
  2. The employee may choose to convert unused sick leave hours to an employee's RHSA at a ratio of 3:1. A minimum of 960 sick leave hours is required to be eligible for this option.
    - i. The RHSA contribution shall be calculated at the straight time rate and shall not exceed the value of 40 shifts; or
  3. A combination of both options, if the remaining unused sick leave hours not used for additional service credit, exceeds 960 hours.

**4.02 Non-shift employees**

4.02.1 Accrual: Non-shift employees shall accrue sick leave at the rate of 8 hours per month. Sick leave shall be accumulated with no maximum accrual.

4.02.2 At retirement, unused sick leave credit for non-shift employees shall be converted to one of the following:

- a. All unused sick leave hours may be reported to CalPERS for additional service credit.
  1. Conversion of a non shift employee's sick leave bank to equivalent sick days as required by PERS will be computed by dividing the total number of unused sick leave hours by eight (8); or
  2. The employee may choose to convert unused sick leave hours to an employee's RHSA at a ratio of 3:1. A minimum of 685 hours is required to be eligible for this option.
    - i. The RHSA contribution shall be calculated at the straight time rate and shall not exceed the value of 685 hours ; or
  3. A combination of both options, if the remaining unused sick leave hours not used for additional service credit, exceeds 685 hours.

4.03 Management Employees

4.03.1 The accrual rate shall apply to the employee's permanent work schedule and not be changed for temporary or short-term assignments.

4.03.2 When an employee changes from one work schedule to another work schedule as a permanent assignment, accumulated leave shall be adjusted in accordance to the ratio of one work schedule to the other. Example: factor from 56-hour workweek to 40-hour workweek is .714, and factor from 40-hour workweek to 56-hour workweek is 1.4.

4.03.4 Sick leave shall be available for personal illness or injury, emergency medical or dental appointments and for reasonable travel time to and from health care facilities. Sick leave shall also be available to an employee for caring for a member of his/her immediate family who is ill or injured, emergency medical or dental appointments, and for reasonable travel time to and from health care facilities.

4.03.4 Definition of Immediate Family - Immediate family shall include: husband, wife, child, stepchild, brother, stepbrother, sister, stepsister, parent, stepparent, grandparent, grandchild, or any legal dependent residing in same household.

**V. INSURANCE**

5.01 Medical-Dental: The District shall remit insurance premiums for HMO medical and HMO dental insurance for employees, their dependents, and the Board of Directors in an amount equal to the premium cost of the family rate, up to \$1,000 per month.

5.02 If the premiums for medical and dental insurance exceed \$1,000 per month, the employee and District will share the cost difference 50/50.

5.03 Any unused premium may be used for medical/dental expenses as defined by the Administrative Policy for a maximum period of 24 months. After the 24-month period expires, or at retirement, 100% of any unused premium shall be transferred to the employee's Retirement Health Savings Account. NOTE: If an employee separates from employment, the unused premium shall be forfeited.

5.04 Employees, upon retirement, at no additional cost to active employees or to the District shall be allowed to remain on the group medical plan. The retiree will be required to have the same plan as active employees. The retiree will be responsible for payment of entire premium and a two percent (2%) administrative cost. The employee understands that the premium for a retired employee may be higher than that of an active employee. At age 65, the retiree may have additional options available.

5.05 Life: The District shall provide a \$50,000 life insurance policy for the employee and the Board of Directors, and \$1,000 life insurance policy for employee's dependents. The policy shall include accidental death and dismemberment coverage.

05.06 Long-Term Disability: The District shall provide a Long-Term Disability plan.

05.07 In the event the Board of Directors modifies the insurance benefit (increase or decrease) in any other labor contract, this insurance benefit shall be adjusted per said resolution or contract for all positions identified in this Resolution.

## **VI. HEALTH RETIREMENT SAVINGS ACCOUNT**

06.01 Employees shall be required to participate in a District administered Retirement Health Savings Account (RHSA). The following terms apply:

- a. Effective July 1, 2006 a monetary contribution will be made by the District in the amount of \$100 per employee per month.
- b. The value of any unused medical reimbursement shall be transferred at the end of each calendar and fiscal year to the employee's RHSA (contributed twice a year).
- c. If the shift employee has an excess of 480 hours of unused sick leave, then at the end of each calendar year 50% of the unused sick leave (134.4 minus sick leave used) will be contributed to the RHSA at the employee's hourly rate.
- d. If the non-shift employee has an excess of 343 hours of unused sick leave, then at the end of each calendar year 50% of the unused sick leave (96 minus sick leave used) will be contributed to the RHSA at the employee's hourly rate.

## **VII. MANAGEMENT SUPPLEMENTAL BENEFIT PLAN**

7.01 The Management Supplemental Benefit Plan provides for additional compensation and/or non-taxable benefit equal to 5.00% of annual base salary as of July 1. Managers covered by this resolution may choose one of the following options:

- a. Direct Payment – Cash: this option is considered additional income and is subject to federal and state withholding taxes.
- b. Direct Payment – Deferred Compensation 457 Plan: this option is considered additional income and is subject to the maximum deferral allowed by the IRS.
- c. Medical Reimbursement: this option is considered a non-taxable benefit, which may be used for additional medical/dental expenses. Please note that unused monies in this account are not eligible for transfer to the District's Health Retirement Savings Account.
- d. Combination of Option a, b, or c: this option may not exceed the maximum benefit.

## **VIII. HOLIDAYS**

08.01 For the purpose of this section, the legal "holiday" shall mean and include the following days:

- a. New Years Day (January 1)
- b. Martin Luther King Day (third Monday in January)
- c. President's Day (third Monday in February)
- d. Memorial Day (fourth Monday in May)
- e. Independence Day (July 4)
- f. Labor Day (first Monday in September)



- g. Veteran's Day (November 11)
- h. Thanksgiving Day (fourth Thursday in November)
- i. Day after Thanksgiving Day
- j. Christmas Day (December 25)
- k. Floating Holiday

08.02 All Chief Officers shall receive holiday payment equal to one-half month's salary, payable at the end of November. Rotating schedules to assure availability during holidays will be required.

#### **IX. USE OF DISTRICT VEHICLES**

09.01 The District will assign a vehicle to the following positions for commuting to/from work and all business purposes to insure availability for immediate emergency response:

- a. Fire Chief
- b. Deputy Chief
- c. Fire Marshal
- d. Battalion Chief - Administrative

09.02 Battalion Chief – Shift: while on duty, shift Battalion Chiefs are provided an emergency vehicle to assist in the performance of their duties.

09.03 The value for all personal use may be reported as a taxable fringe benefit as established by IRS Regulations and the District's Administrative policy.

#### **X. VACATION ACCRUAL**

10.01 Annual vacation accrual hours shall be based upon years of service in accordance with the following:

0 – 5 years	80 hours
6 – 10 years	120 hours
11 – 15 years	136 hours
16 – 20 years	160 hours
21+ years	200 hours

Note: The Fire Chief is authorized to negotiate the starting vacation accumulation different from shown above for management staff members new to the District.

#### **XI. EMERGENCY RESPONSE COMPENSATION**

11.01 The District will compensate employees at the straight-time hourly rate for all time worked greater than their daily rate for responses for which the District is reimbursed. The District will pay compensation upon receipt of monies from agencies requesting services. Maximum compensation will not exceed any reimbursement amount received by the District. This provision does not apply to any Battalion Chief position.

**PASSED AND ADOPTED** at a regular meeting of the Board of Directors of the Rancho Santa Fe Fire Protection District on November 18, 2009 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

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James H Ashcraft  
President

ATTEST:

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Karlana Rannals  
Secretary