

RANCHO SANTA FE FIRE PROTECTION DISTRICT BOARD OF DIRECTORS MEETING AGENDA

Rancho Santa Fe FPD Board Room – 18027 Calle Ambiente Rancho Santa Fe, California 92067 July 19, 2023 1:00 pm PT Regular Meeting

Public Comment: to submit a comment in writing, please email <u>caccavo@rsf-fire.org</u> and write "Public Comment" in the subject line. In the body of the email include the item number and/or title of the item as well as your comments. If you would like the comment to be read aloud at the meeting (not to exceed five minutes), please write "Read Out Loud at Meeting" at the top of the email. All comments received by 11:00 am will be emailed to the Board of Directors and included as "Supplemental Information" on the District's website prior to the meeting. Any comments received after 11:00 am will be added to the record and shared with the members of the Board at the meeting.

Americans with Disabilities Act: If you need special assistance to participate in this meeting, please contact the Board Clerk 858-756-5971 ext. 1014. Notification 48 hours prior to the meeting will enable the District to make reasonable arrangements to assure accessibility to the meeting.

Rules for Addressing the 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 the Public Comment but can refer it to staff 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 <u>FIVE (5) MINUTES</u>.

Agendas: Agenda packets are available for public inspection 72 hours prior to scheduled meetings at the Manager of Finance and Administration's office located at 18027 Calle Ambiente, Suite 101, Rancho Santa Fe, CA during normal business hours.

Packet documents are also posted online at <u>www.rsf-fire.org</u>.



July 19, 2023

Call to Order

Pledge of Allegiance

Roll Call

1. 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.

- 2. Consent Calendar
 - a. Board of Directors Minutes
 - Board of Directors minutes of June 20, 2023 ACTION REQUESTED: Approve
 - b. <u>Receive and File</u>
 - Monthly/Quarterly Reports for June 2023
 - (1) List of Demands Check 36363 thru 36726, Electronic File Transfers (EFT), and Wire Transfer(s) totaling:
 % 261,306.71
 % Wire Transfer(s) totaling:
 % 451,155.48
 Payroll(s) totaling:
 % 665,773.65

TOTAL DISTRIBUTION

- (2) Grant Recap
- (3) Activity Reports June 2023
 - (a) Operations
 - (b) Training
 - (c) Fire Prevention

ACTION REQUESTED: Receive and File

- 3. Public Comment
- 4. New Business
 - a. Policy Vendor Lexipol

To discuss and/or approve the sole source letter and contract for Lexipol. Staff Report 23-18, Service Agreement, Sole Source

ACTION REQUESTED: Approve and authorize Fire Chief to execute contract.

 <u>Fire Prevention Software Accela</u>
 To discuss and/or approve the Fire Chief to execute a Proposal with Accela. Staff Report 23-19, Service Estimate, Proposal ACTION REQUESTED: Approve and authorize Fire Chief to execute proposal.

\$ 1,378,235.84



- <u>Fire Prevention Remodel</u>
 To discuss and/or approve the remodel of the Fire Prevention Office and purchase and install office equipment from Complete Office. Staff Report 23-20, Quote No. 5426-EQ
 ACTION REQUESTED: Approve and authorize Purchase of equipment for the remodel of the Fire Prevention Department.
- 6. Resolutions/Ordinance
 - a. <u>Resolution No. 2023-08</u>

To discuss and/or adopt the Resolution *entitled* A Resolution of the Board of Directors of the Rancho Santa Fe Fire Protection District Amending the Fair Political Practices Commission's Standard Conflict of Interest Code and Candidate Disclosure Statement and Repealing Resolution No. 2023-02 ACTION REQUESTED: Adopt (roll call)

b. Resolution No. 2023-09

To discuss and/or adopt a Resolution *entitled* a Resolution of the Board of Directors of the Rancho Santa Fe Fire Protection District Establishing Salaries and Benefits for Management Personnel. Staff Report 23-21

ACTION REQUESTED: Adopt (roll call)

- 7. Old Business
 - a. <u>Preliminary Budget FY23/24</u>

To discuss and/or approve the preliminary budget updates for the next fiscal year and hold the first public hearing before final adoption. Preliminary Budget ACTION REQUESTED: Approve (roll call) and set second and final public hearing for August 16, 2023

- 8. Oral Report
 - a. <u>Fire Chief</u>
 - b. Operations
 - c. <u>Training</u>
 - d. Fire Prevention
 - e. Human Resources, Finance & Board Clerk
 - f. <u>Board of Directors</u>
 - I. North County Dispatch JPA Update
 - II. County Service Area 17 Update
 - III. Rancho Santa Fe Fire District Foundation Update
 - IV. Director Comments
- 9. Adjournment

The next regular Board of Directors meeting to be held on August 16, 2023, in the Board Room located at 18027 Calle Ambiente, Rancho Santa Fe, California. The business meeting will commence at 1:00 p.m.



July 19, 2023

CERTIFICATION OF POSTING

I certify that on July 13, 2023, a copy of the foregoing agenda was posted on the District's website and near the 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 July 13, 2023:

Cox

Alicea Caccavo Board Clerk



These minutes reflect the order in which items appeared on the meeting agenda and do not necessarily reflect the order in which items were considered.

President Ashcraft called to order the regular session of the Rancho Santa Fe Fire Protection District Board of Directors at 1:02 pm.

Pledge of Allegiance

Director Stine led the assembly in the Pledge of Allegiance.

Roll Call

Directors Present:	Ashcraft, Malin, Stine, Tanner
Directors Absent:	Hillgren
Staff Present:	Fire Chief Dave McQuead; Manager, Finance & Administration/Board Clerk Alicea
	Caccavo; Training Officer Luke Bennett; Deputy Fire Marshal Conor Lenehan;
	Battalion Chief Mickelson
RSF Fire District Foundation:	Retired Fire Chief Frank Twohy

1. Presentations

a. Rancho Santa Fe Fire District Foundation (RSFFDF) check presentations for a grant to be accepted under New Business for Barbeque at Station 3.

Retired Fire Chief Twohy presented Staff with a check from the foundation. Staff and Directors commented on the importance of the relationship between the foundation and the District.

2. Motion waiving reading in full of all Resolutions/Ordinances

MOTION BY DIRECTOR STINE, SECOND BY DIRECTOR TANNER, and CARRIED 4 AYES; 0 NOES; 1 ABSENT; 0 ABSTAIN to waive reading in full of all resolutions and/or ordinances.

3. Consent Calendar

MOTION BY DIRECTOR STINE, SECOND BY DIRECTOR TANNER, and CARRIED 4 AYES; 0 NOES; 1 ABSENT; 0 ABSTAIN to accept the consent calendar as presented.

a. Board of Directors Minutes

- Board of Directors minutes of May 17, 2023
- b. Receive and File
 - Monthly/Quarterly Reports for May 2023
 - (1) List of Demands Check 36328 thru 36402, Electronic File Transfers (EFT), and Wire Transfer(s) totaling: \$ 143,849.11 Wire Transfer(s) totaling: \$ 277,371.33

TOTAL DISTRIBUTION

771,016.73 \$ 1,192,237.17

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(2) Grant Recap (3) Activity Reports – May 2023

Payroll(s) totaling:

- (a) Operations
- (b) Training
- (c) Fire Prevention



4. Public Comment

None

5. New Business

a. Grant Funding - Rancho Santa Fe Fire District Foundation (RSFFDF)

To discuss and/or accept grant funding from the RSFFDF for the purchase of a new barbeque for Station 3. Staff Report 23-12

Fire Chief McQuead reported that this was the grant from the Foundation for the check that was just presented at the beginning of the meeting.

MOTION BY DIRECTOR TANNER, SECOND BY DIRECTOR STINE, and CARRIED 4 AYES; 0 NOES; 1 ABSENT; 0 ABSTAIN to accept the grant funds.

b. Grant Funding – San Diego Regional Fire Foundation (SDRFF)

To discuss and/or accept grant funding from the SDRFF for the purchase of Hurst E-hydraulic extrication equipment. Staff Report 23-13

Fire Chief McQuead reported that this grant resulted from a collaboration between the District, County Supervisor Terra Lawson-Remer, and the San Diego Regional Fire Foundation.

MOTION BY DIRECTOR STINE, SECOND BY DIRECTOR TANNER, and CARRIED 4 AYES; 0 NOES; 1 ABSENT; 0 ABSTAIN to accept the grant funds.

c. <u>Grant Funding – San Diego Regional Fire Foundation (SDRFF)</u>

To discuss and/or accept grant funding from the SDRFF for the purchase of Wildland Brush Jackets. Staff Report 23-14

Fire Chief McQuead reported that this was the grant that is a collaboration between County Supervisor Terra Lawson-Remer and the District.

MOTION BY DIRECTOR MALIN, SECOND BY DIRECTOR STINE, and CARRIED 4 AYES; 0 NOES; 1 ABSENT; 0 ABSTAIN to accept the grant funds.

d. Force Hazard Abatement Contractor Award

To discuss and/or approve the Fire Chief to execute a service agreement with a hazard abatement contractor. Staff Report 23-15

Deputy Fire Marshal Lenehan reported that every three years the District offers the opportunity to bid for sole contractor for the District.

MOTION BY DIRECTOR MALIN, SECOND BY DIRECTOR STINE, and CARRIED 4 AYES; 0 NOES; 1 ABSENT; 0 ABSTAIN to authorize the Fire Chief to award R.E. Badger the force abatement hazard abatement contractor award and execute a new agreement.

e. Fixed Charge Special Assessment for Weed Abatement

To discuss and/or approve a special assessment on Parcel Nos. 678-461-40-000, 222-131-02-00, 302-140-01-00 for nonpayment of forced abatement fees. Staff Report 23-16

Deputy Fire Marshal Lenehan reported that there are three (3) parcels that were non-compliant property owners, and to date have not reimbursed the District for the force abatement fees.

MOTION BY DIRECTOR STINE, SECOND BY DIRECTOR MALIN, and CARRIED 4 AYES; 0 NOES; 1 ABSENT; 0 ABSTAIN to approve and deliver a special assessment on Parcel Nos. 678-461-40-00, 222-131-02-00, and 302-140-01-00 for nonpayment of fees to the County of San Diego on the following roll call vote:

AYES: Ashcraft, Malin, Stine, Tanner

NOES: None

ABSENT: Hillgren

ABSTAIN: None



June 21, 2023

6. **<u>Resolutions/Ordinance</u>**

a. Resolution No. 2023-07

To discuss and/or adopt the Resolution *entitled* a Resolution of the Board of Directors of the Rancho Santa Fe Fire Protection District to Participate in the County of San Diego Fire Mitigation Fee Program for Fiscal Year 2023-2024 and Adopt a Capital Improvement Plan for the Use of Fire Mitigation Fee Revenue. Staff Report 23-17

Fire Chief McQuead reported that the increase resulted from the County initiating a nexus study done by Intersecting Metrics; meeting with the Building Industry Association, and then presenting the findings to the County Supervisors in which was then adopted. The participation and the five-year capital improvement plan will now be an annual item put forth each June before the board. District has requested the County collect 100% of the fees on behalf of the District.

MOTION BY DIRECTOR STINE, SECOND BY DIRECTOR MALIN, to ADOPT the Resolution *entitled* a Resolution of the Board of Directors of the Rancho Santa Fe Fire Protection District to Participate in the County of San Diego Fire Mitigation Fee Program for Fiscal Year 2023-2024 and Adopt a Capital Improvement Plan for the Use of Fire Mitigation Fee Revenue with projects #5, #6, & #7 to revised to reflect 40% out of the General Fund and 60% out of Fire Mitigation Fees on the following roll call vote:

AYES: Ashcraft, Malin, Stine, Tanner NOES: None

ABSENT: Hillgren

ABSTAIN: None

7. Old Business

a. Preliminary Budget FY23/24

To discuss and/or approve the preliminary budget for the next fiscal year and schedule a public hearing for final adoption. Exhibit A

Manager Caccavo delivered a PowerPoint presentation on the Preliminary Budget for FY23/24. Budget is a cash-in, cash-out, and priority based. Staff answered questions from the board.

MOTION BY DIRECTOR MALIN, SECOND BY DIRECTOR STINE to approve the Preliminary Budget for FY23/24 and set up the public hearing for the regularly scheduled meeting on July 19, 2023.

AYES: Ashcraft, Malin, Stine, Tanner

NOES: None

ABSENT: Hillgren

ABSTAIN: None

8. Oral Report

a. <u>Fire Chief</u>: Chief McQuead summarized the capital improvement plan for the next five years and answered questions from the Board. On June 1st, Roman, O'Connor, and Stamy were promoted to Battalion Chief, Captain, and Engineer respectively. Battalion Chief Sherwood will be retiring on July 12th. Also on June 1st, the San Diego County Fire Chiefs Association (SDCFCA) held their annual Installation Luncheon for the elected board of all departments at the Lomas Santa Fe Golf Club in Solana Beach. The San Diego County Wildland Operations Meeting for all the fire agencies to forecast what the fire season looks like for the County was held on June 2nd in San Diego, Fire Chief and Deputy Chief attended. On June 3rd Fire Prevention helped to celebrate the anniversary for the Osuna Ranch. On June 11th the Burn Institute Expo and Demolition Derby was held at the Del Mar Fairgrounds; Engineer Elkins and Engineer Schieber participated and Chief Bennett worked as the rescue crew and presented a car fire demonstration with crews. June 17 was the date for the Badges, featuring boxing matches between firefighters, police, and military



Rancho Santa Fe Fire Protection District Board of Directors Regular Meeting

on the USS midway supporting underprivileged youth. Captain Salameh and FF/PM Corbin Martinez won their matches against San Diego Fire and San Diego Police and took the belts home. On June 20, Chief McQuead attended a Region 6 preseason meeting in Riverside to go over the outlook on the 2023 fire season. Chief reported on several fires in the area currently burning.

b. <u>Operations</u>: Training Officer Bennett reported on behalf of Deputy Chief Slattery – *Chief Bennett* summarized the operations report and answered questions by the board. He highlighted that there were 399 calls for the month of May and trending with more calls from the previous year. Fuel moistures are below the critical level of 60%, so the District is better off at this time of the year than last year. Chief Bennett reported on recent incidents.

c. <u>Training</u>

Training Officer Bennett reported on recent training. Over 1800 hours logged of training. 6 probationary firefighters participated in regional training. Lithium-ion battery training as part of the North Zone was executed; these types of batteries can be found in personal mobility devices, including scooters, electronic bikes, and vehicles. Crews completed California Mutual Aid for Wildland Refresher training to prepare for fire season. RSFFPD hosted a Fire Marshal 1b class. Chiefs Bennett & O'Gorman attended the biannual conference for California Firefighter Joint Apprenticeship Committee (CalJAC).

d. <u>Fire Prevention</u>: Deputy Fire Marshal Lenehan summarized the Fire Prevention report; 162 plans for the month of May and 883 weed abatement notices were being mailed.

e. <u>Human Resources, Finance & Board Clerk</u>: Manager Caccavo reported that Staff has been working on the budget. Started kickoff calls with Caselle. Staff will begin preparing for the annual audit. Preparations for the bargaining groups negotiations to begin. Manager Caccavo reported that the District will be moving over to TASC to process medical reimbursements. She will advise the Directors once the transition is complete so that all Directors can get training for the online process.

f. Board of Directors

- I. North County Dispatch JPA: *next meeting 8/28/2023*
- II. County Service Area 17: next meeting 8/2/2023
- III. Rancho Santa Fe Fire District Foundation: Chief Twohy reported that Sunday, June 25th is the Elfin Forest/Harmony Grove community parade & picnic from 11-3pm at Station 6.
- IV. Director Comments
 - (1) Ashcraft: Director Ashcraft reported that on June 12 residents were concerned regarding a vacant Las Planideras house; Fire Chief McQuead and CRRS Mark Smith did a presentation which was well received and helped the community to understand what services the District provides.
 - (2) Malin: None
 - (3) Stine: Director Stine reported on gang activity behind Station 2; 8 homes have been broken into in the Savannah area.
 - (4) Tanner: Director Tanner reported on recent health issues.

9. Adjournment

Meeting adjourned at 3:19pm

Alicea Caccavo Board Clerk James H. Ashcraft Board President

> Master Agenda Page 8 of 74

List of Demands - June 2023

Check No.	Amount	Vendor	Purpose
36363	\$3,000.00	Reserve Account	Office Expenses
36404	\$18,516.74	Build Masters Construction	Remodel: RSF6
36405	\$1,223.00	Charter Communications Holdings, LLC	Utilities: Admin
36406	\$568.27	Cox Communications	Utilities: RSF2, RSF3, RSF5
36407	\$457.80	Direct Energy Business-Dallas	Utilities: RSF1
36408	\$140.88	Dish	Utilities: RSF6
36409	\$431.78	EDCO Waste & Recycling Inc	Utilities: RSF5, RSF6
36410	\$3 <i>,</i> 080.57	Fire ETC Inc	PPE
36411	\$1,350.00	Johnson Equipment	Elevator
36412	\$5,827.94	Guardian Life Insurance Co	Dental - Retiree/Former Employees; Medical Insurance
36413	\$347.64	Hanna Plumbing & Supply	Building: RSF1
36414	\$58.44	Henley Pacific LA LLC (Valvoline)	Apparatus: Scheduled
36416	\$62.45	Napa Auto Parts Inc	Apparatus
36417	\$7,136.59	North County EVS Inc	Apparatus: Scheduled; Repair
36418	\$1,716.15	Olivenhain Municipal Water District	Utilities: RSF2, RSF4
36419	\$50.00	RSF Security Inc	Utilities: RSF5
36420	\$5,771.87	SC Commercial LLC	Fuel: Gasoline & Diesel
36421	\$300.00	SoCal FPO	Prevention - Conf/Seminars
36422	\$585.00	Total Administrative Services Corp	HRA Contributions
36423	\$16,795.63	U S Bank Corporate Payment System	Cal-Card./IMPAC program
36424	\$15,144.37	Verizon Wireless	MDC (Mobile Data Computer Units); CSA-17 Contract; Cellular
36425	\$152.89	Vortex Industries, Inc.	Building: RSF6
36426	\$1,795.80	Waste Management Inc	Utilities: RSF1, RSF2, RSF3, RSF4
36427	\$740.00	Accme Janitorial Service Inc	Building: Admin
36428	\$60.00	AFSS -Southern Division	Admin - Conf/Seminars
36429	\$69.55	AT&T	Utilities: RSF5
36430	\$2,446.29	AT&T Calnet 2/3	Utilities: Admin, All Stations
36431	\$430.00	Attention To Detail Garage Door Inc.	Building: RSF5
36432	\$839.01	B & B Appliance Service Dept	Building: RSF2
36433	\$507.49	Blend	Outside Printing & Binding
36434	\$1,124.54	California's Own Native Landscape De	Building: RSF6
36435		Charter Communications Holdings, LLC	Utilities: RSF4
36436		Cielo Village Partners LP	Building: Admin
36437		Cintas Corporation No 2	Foam & Extinguishers
36438		County of SD/RCS	Dispatching; 800 MHz Network Admin Fees
36439	\$178.89	Day Wireless Systems Inc	Radios

List of Demands - June 2023

Check No.	Amount	Vendor	Pur
36440	\$131.88	EDCO Waste & Recycling Inc	Util
36441	\$6,140.00	Endsight LLC	Cor
36442	\$6,586.22	Spot on Stitching	Uni
36443	\$331.91	Griffin Hardware Co.	Stat
36444	\$204.36	Hanna Plumbing & Supply	Buil
36445	\$525.00	K & M Pest Solutions	Buil
36446	\$2,963.13	Knox Company Inc	CSA
36447	\$172.14	Konica Minolta Business Inc	Сор
36448	\$215.60	L N Curtis & Sons Inc	Арр
36449	\$222.66	Nationwide Medical Surgical Inc	CSA
36450	\$228.45	Olivenhain Municipal Water District	Util
36451	\$2,201.00	Palomar College	Sup
36452	\$1,905.00	R.E. Badger & Son, Inc.	We
36453	\$179.50	Race Telecommunications, Inc	Util
36454	\$483.55	Rincon Del Diablo Municipal Water Di	Util
36455	\$700.00	Roadone	Арр
36456	\$120.00	RSF Mail Delivery Solutions	Offi
36457	\$92.00	San Diego Union-Tribune, LLC	Sub
36458	\$631.21	Santa Fe Irrigation District	Util
36459	\$5,670.70	SC Commercial LLC	Fue
36460	\$7,498.33	SDG&E	Util
36461	\$126.23	Shred it Stericycle	Offi
36462	\$23.88	Siber Systems, Inc.	Sub
36463	\$592.25	South Coast Fire Equipment, Inc	Арр
36464	\$96.00	State of CA Dept of Justice	Nev
36465	\$400.00	Streamline	We
36466	\$4,419.21	Uniforms Plus	Uni
36467	\$1,840.00	Western Fire Protection	Buil
36468	\$530.07	Western State Design Inc	Equ
36469	\$4,926.33	ZOLL Medical Corporation	CSA
36470	\$250.00	Cloyd, Justin	CSA
36471	\$282.70	Diamond Environmental Svcs, LP	We
36472	\$760.00	Fitch Law Firm Inc	Leg
36473	\$2,218.79	Life-Assist Inc	CSA
36474	\$29,998.80	NCDJPA	Dis
36475	\$568.00	University of California San Diego	CSA

rpose ilities: RSF6 onsulting Services - IT Services iforms ation Supplies; Janitorial Supplies uilding: RSF3 uilding: Admin & All Stations A-17 Contract pier Maintenance Contract paratus Equipment Maintenance A-17 Contract ilities: RSF3 ppression - Conf/Seminars eed Abatement Services ilities: RSF1 ilities: RSF5 paratus fice Expenses bscriptions & Memberships ilities: RSF1 el: Gasoline & Diesel ilities: RSF1, RSF3, RSF5, RSF6 fice Expenses bscriptions & Memberships paratus: Repair w Hires & Backgrounds ebsite Redesign iforms uilding: RSF2, RSF5 uipment - Minor A-17 Contract A-17 Contract eed Abatement Services gal Services A-17 Contract spatching A-17 Contract

36701	\$1,538.09	About Service Inc	Apparatus: Repair; Apparatus: Scheduled
36702	\$430.68	Advanced Communication Systems Inc	Radios
36703	\$1,208.96	All Star Fire Equipment, Inc.	PPE
36704	\$229.51	Allstar Water Systems Inc	Building: Admin, RSF6
36705	\$23.22	American Medical Response Inc	CSA-17 Contract
36706	\$234.00	Bestway Laundry Solutions	Building: RSF5
36707	\$1,192.14	Discount Tire	Apparatus
36708	\$3,100.00	Fader Electric	Building: RSF3
36709	\$990.00	Fairbanks Ranch Com. Serv. Dis	Utilities: RSF3
36710	\$435.80	Hanna Plumbing & Supply	Building: RSF1
36711	\$59.36	Henley Pacific LA LLC (Valvoline)	Apparatus: Scheduled
			Building: RSF4, RSF5, RSF6; Fire Hose, Nozzles & Supply; Training
36712	\$3,164.89	Home Depot, Inc	Equipment/Supplies; Fuel: Propane (Cooking); Station Supplies; Janitorial
			Supplies; Equipment - Minor
36713	\$10,585.00	iSimulate LLC	CSA-17 Contract
36714	\$250.00	K & K Coatings	Building: RSF5
36715	\$305.49	Nationwide Medical Surgical Inc	CSA-17 Contract
36716	\$1,922.71	Olivenhain Municipal Water District	Utilities: RSF2, RSF4, RSF6
36717	\$301.70	Original Watermen, Inc.	Uniforms
36718	\$3,970.34	Parkhouse Tire, Inc.	Apparatus
36719	\$562.50	Roadone	Apparatus
36720	\$3,890.17	SC Commercial LLC	Fuel: Gasoline & Diesel
36721	\$610.00	SDCFCA - FPO Section	Prevention - Conf/Seminars
36722	\$1,350.00	State of CA DIR	Elevator
36723	\$4,835.24	ThyssenKrupp Elevator Inc	Elevator
36724	\$327.82	Uniforms Plus	Uniforms
36725	\$4,899.32	Verizon Wireless	MDC (Mobile Data Computer Units); CSA-17 Contract; Cellular
36726	\$2,890.00	Western Fire Protection	Building: Admin, RSF1
EFT00000000842	\$300.00	Stamy, Samuel	Suppression - Conf/Seminars
EFT00000000844	\$65.00	Sivba, Matt	Suppression - Conf/Seminars
EFT00000000845	\$103.76	Montagne, Sarah	Admin - Conf/Seminars
EFT00000000847	-	Krueger, Trever	Suppression - Conf/Seminars
Various	\$28,234.10	Medical Reimbursements	
	\$261,306.71		

List of Demands - June 2023

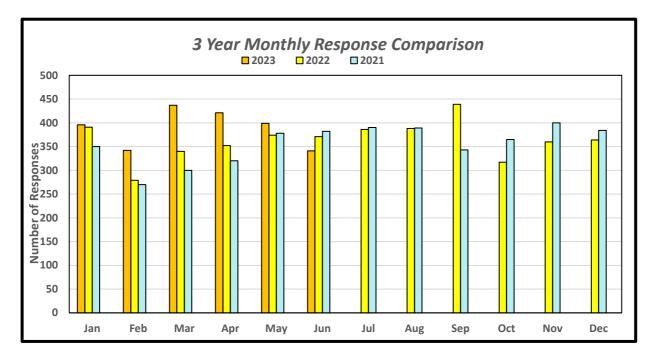
Check No.	Amount	Vendor
ACH Transfer	\$168,248.95	CalPERS
ACH Transfer	\$186,440.62	CalPERS
ACH Transfer	\$1,956.00	CalPERS
ACH Transfer	\$94,509.91	CalPERS
Subtotal	\$451,155.48	
6/15/2023	\$294,888.82	Payroll
6/30/2023	\$370,884.83	Payroll
Subtotal	\$665,773.65	
Total	\$1,378,235.84	

Purpose May 2023 Retirement June 2023 Retirement 1959 Survivor Billing July 2023 Health

RSF Grant Re-Cap

	Date			Amo	ount			
Status	Submitted	Agency/Grantor Name	Description / Items Requested	Req	uested	Tota	I Received	Notes:
ACTIVE	9/30/2021	FEMA	Covid Forced Labor OT	\$	93,084.25			RFI completed 8/2022. Under eligibility review.
								2/7/23 - On follow up, UASI had no record of
ACTIVE	9/7/2021	UASI FY19	Rescue Systems 1	\$	7,705.26			submission. Resubmitted application.
								2/7/23 - On follow up, UASI had no record of
ACTIVE	7/6/2022	UASI FY20	Training; L-954 Course	\$	17,000.00			submission. Resubmitted application.
ACTIVE		UASI FY21	Fresno Symposium & Rescue Systems 1		15,196.00			4/8/22 Approved. Pending disbursement.
ACTIVE		UASI FY22	Fresno Symposium & Rescue Systems 1		15,000.00			Award letter received. Submitting reimbursement.
ACTIVE	9/29/2022	UASI FY23	Training	\$	89,098.86			Submitted request.
								Elfin Forest/Harmony Grove Clean Up; 3 year grant - 1/2023-12/2025; Financials going through UrbanCorp.
			Escondido Creek/San Marcos					Esondido/Harmony Grove area completed 6/2023.
ACTIVE	8/1/2022	Coastal Conservancy	Defensible Space/Roadway Clearance	ć	325,864.00		\$325 864 00	Completing San Marcos by 11/2023. Will then move to
ACTIVE	0/1/2022	Coastal Conservancy	Defensible space/Roadway clearance	ç	323,804.00		<i>\$323,804.00</i>	San Elijo area and Questhaven.
AWARDED	10/15/2021	CSDA (CA Special Districts)	COVID-19; Staffing and Supplies	\$ 6	6,163,371.00	\$	1,154,981.00	Check received. Audit set to be completed by 5/2023.
ACTIVE	5/15/2023	SD Regional Fire Foundation (County Supervisor Terra Lawson-Remer)	55 Wildland Brush Jackets	\$	7,380.00			Approved. Awaiting delivery of jackets.
		RSF Fire Protection District General Fund	55 Wildland Brush Jackets	\$	5,717.00			Approved.
ACTIVE	5/15/2023	SD Regional Fire Foundation	E-Hydraulic Extrication Tools	\$	5,000.00			Approved. Awaiting invoice.
		County Supervisor Terra Lawson-Remer	E-Hydraulic Extrication Tools	\$	20,000.00			Approved.
		RSF Fire Protection District General Fund	E-Hydraulic Extrication Tools	\$	20,000.00			Approved.
								Check received; Final Quarterly report provided to OTS.
CLOSED	1/30/2021	OTS	Struts, Airbags, Circ. Saw (Extrication)	\$	15,181.23	\$	15,181.23	Process is officially closed.
								Check received. Presentation given at prior Board
CLOSED	6/1/2022	SD Regional Fire Foundation	Mental Health Program Support	Ś	3,000.00	Ś	3,000,00	Meeting. Process is officially closed.
CLOSED	0/1/2022		Mental Health Foglan Support	Ŷ	3,000.00	Ŷ	3,000.00	· ·
	0 / 4 4 / 2 0 0 4							5/12: All documentation submitted to County &
CLOSED	3/11/2021	DEPT OF THE TREASURY (ARPA)	COVID-19 Recovery Funds	Ş	329,000.00	Ş	329,000.00	approved; Check received. Process is officially closed.
								Check received. Utilizing funds for Via Ambiente
CLOSED	5/12/2020	FEMA	Vegetation Management	\$	18,000.00	\$	17,000.00	Roadway Clearance; Work completed.
RSF Fire Di	strict Foundati							
	12/7/2021	RSF Foundation	Forcible Entry	\$	8,905.00	\$	8,905.00	(1) Multi-Force Door (Forcible Entry Door Simulator).
								50/50 split with the District for pendants, cell guards
		RSF Foundation	GIA Wellness	\$	8,537.50		,	for Staff and harmonizers for each facility.
		RSF Foundation	UVC Air Disinfecting	\$	1,000.00	\$	1,000.00	10 UVC LED Disinfecting Air Purifiers.
		RSF Foundation (Sharon McDonald)	E-Hydraulic Extrication Tools	\$	45,000.00			Completed
		RSF Foundation	Station 6 Improvements	\$	203,000.00			Approved.
		RSF Foundation (Sharon McDonald)	ATV/Radios		196,337.00			Approved.
		RSF Foundation	Firefighter of the Year Award	\$	750.00	\$	750.00	Scott Schieber accepted. Process is officially closed.
	6/16/2023	RSF Foundation	RSF3 Barbecue	\$	1,000.00			Approved.
								Change since providus to cap
								Change since previous re-cap

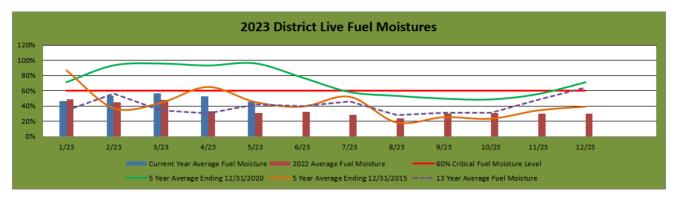
Rancho Santa Fe Fire Protection District Operations Report July 2023



<u>3 Year Call Volume Tracker:</u>

2023		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD Responses
2025	Responses	396	342	437	421	399	341							2,336
	YTD	396	738	1175	1596	1995	2336							
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD Responses
2022	Responses	391	279	340	352	374	371	386	388	439	317	360	364	4,361
	YTD	391	670	1010	1362	1736	2107	2493	2881	3320	3637	3997	4361	
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD Responses
2021	Responses	350	270	300	320	378	382	390	389	343	365	400	384	4,271
	YTD	350	620	920	1240	1618	2000	2390	2779	3122	3487	3887	4271	

Monthly Fuel Moisture:



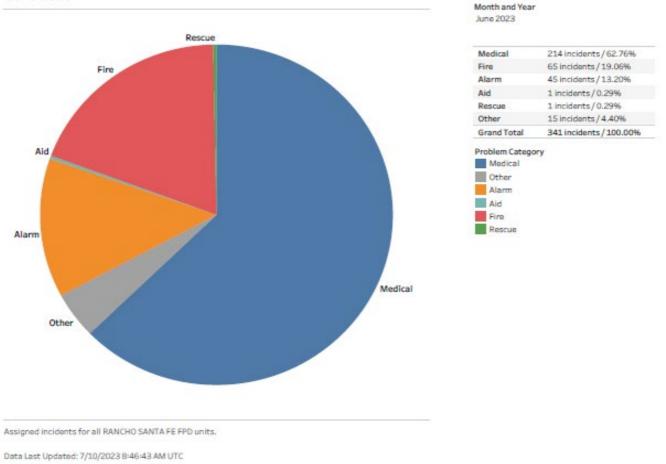
Rancho Santa Fe Fire Protection District Operations Report July 2023

Agency

RANCHO SANTA FE FPD

Monthly Incidents

Assigned Incidents for RANCHO SANTA FE FPD June 2023



Significant Incidents:

Date:	Incident:	Units Assigned:
6/17/2023	Residential Structure Fire - Poway	E262, B261
7/2/2023	Residential Structure Fire - 4647 Rancho Reposo	E261, E263, B261, E237, E232, B233

*Monthly Images will only be shown when there are changes

<u>July – October 2023 South Ops Highlights</u>

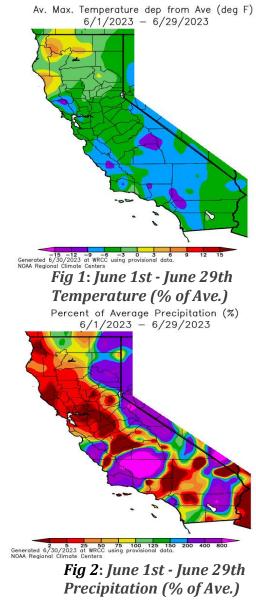
- Shower and thunderstorm activity will be below normal in July and then become near to above normal August through October.
- Temperatures will be above normal through September and then become near to below normal in October.
- The marine layer over the coastal areas will be shallower than normal through October.

Southern Operations MONTHLY/SEASONAL OUTLOOKS ISSUED JUNE30, 2023 VALID JULY – OCTOBER 2023



Weather Discussion

A series of closed low pressure areas moved into California from the Pacific Ocean through June 16th. These low-pressure areas brought well below normal temperatures to the entire area. They also brought isolated to scattered showers and thunderstorms mainly to the Sierra and Northern Deserts each day. On a few days, these showers and thunderstorms covered much of Central California. The marine layer was deep every morning, with low clouds and fog making it well up the coastal mountain slopes. This deep marine layer brought measurable drizzle to many locations of Southern California from the coastal mountain slopes westward. From June 17th through the end of the month, the closed lows were centered further north over the Pacific Northwest and Northern California and the area was under an open trough. The deep marine laver remained intact over the coastal areas, but there was only isolated shower and thunderstorm activity over the Sierra on a couple days. Temperatures remained well below normal across the region. Overall, for the month, maximum temperatures were well below normal across the entire region (Fig 1). Precipitation was near to well above normal across most of the area (Fig 2). The snowpack in the Sierra is currently 350% to 450% of normal and is between 10% and 20% of normal as of April 1st which is when the snowpack is normally at its deepest (Fig 3). It is very unusual to have a measurable snowpack left by July. There were strong westerly winds through the desert passes most of the month.



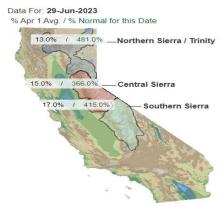


Fig 3: Snow pack as of June 29th, 2023

Southern Operations MONTHLY/SEASONAL OUTLOOKS ISSUED JUNE 30, 2023 VALID JULY – OCTOBER 2023



Fuels Discussion

There was no change in the drought in June. Most of the region continues to have no drought, but abnormally dry to moderate drought continues across the deserts (Fig 4). The cool and fairly humid conditions caused the 1000-hr and 100-hr dead fuel moisture to remain above normal in June (Figs 5 and 6). The grass across the lower elevations is now fully cured. Some of the brush across the lower elevations has cured, but there is still quite a bit of green. The live fuel moisture remains mainly between 80% and 150% and is well above normal for this time of year (Fig 7).

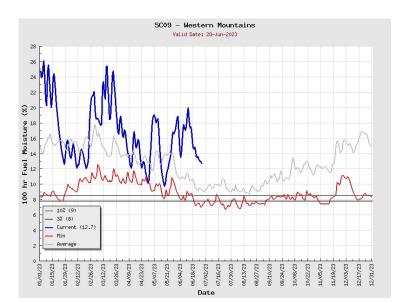


Fig 6: Western Mountains 100 hr Dead fuel moisture June 28th

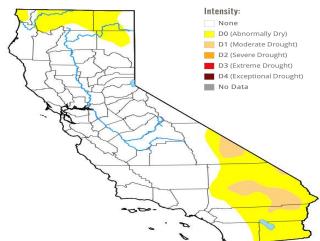


Fig 4: Drought Monitor June 29th, 2023



Fig 5: Central Coast Interior 1000 hr *Dead fuel moisture June 28th*

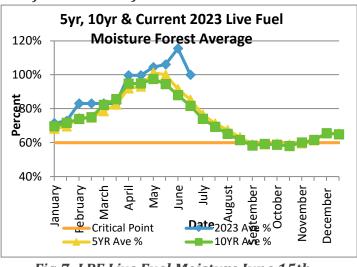


Fig 7: LPF Live Fuel Moisture June 15th

Southern Operations <u>MONTHLY/SEASONAL OUTLOOKS</u> ISSUED JUNE 30, 2023 VALID JULY – OCTOBER 2023



SOUTH OPS OUTLOOK

The sea surface temperatures in the Gulf of Alaska and off the West Coast are continuing to warm. The sea surface temperatures in the Gulf of Alaska and just off the California Coast are now a little above normal (Fig 8). These above normal sea surface temperatures will likely cause high pressure to become the dominant weather feature in July and the center will wobble back and forth between the Desert Southwest and California. As sea surface temperatures continue to warm off the West Coast, expect high pressure to move further north and migrate between the Four Corners Area and the Great Basin in August and September. Temperatures will likely be above normal through September. There will be likely be below normal monsoonal shower and thunderstorm activity in July as the center of high pressure is further south than normal. As the center of high pressure moves northward, the monsoonal shower and thunderstorm activity will become above normal in August and September. This is due to more moisture being available due to projected above normal sea surface temperatures over the sub-tropical Pacific Ocean and Gulf of Mexico (Fig 9). The marine layer will likely be shallow through September and only move over the coastal areas as high-pressure rules. Still expecting below normal large fire activity across the higher elevations and near to a little below normal large fire activity across the lower elevations through September. Moderate to strong El Nino conditions will likely cause a significant rainfall to occur early in the fall. The large fire threat will be near to a little below normal across the region in October, but as time gets closer, may need to put in a below normal large fire threat across the lower elevations.

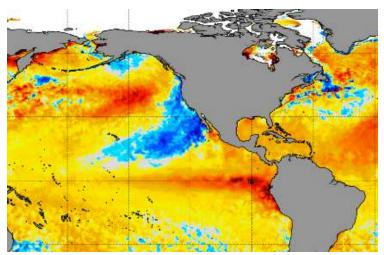


Fig 8: Sea Surface Temperature Anomaly, June 29th, 2023

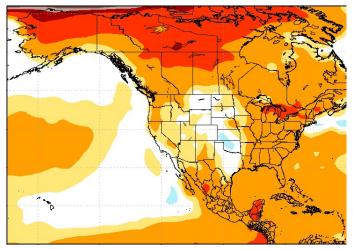
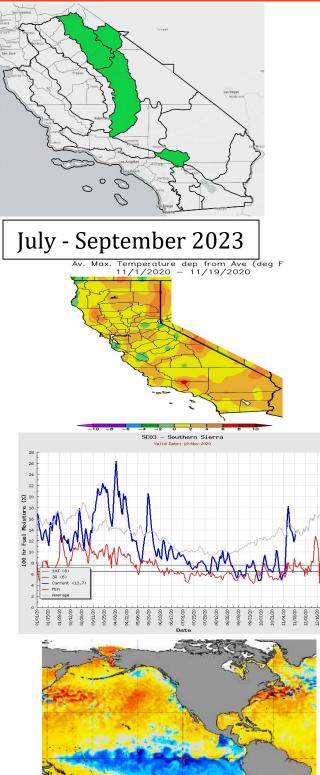


Fig 9: Forecast Temperature Anomalies for July through October, June 29th, 2023

Southern Operations MONTHLY/SEASONAL OUTLOOKS ISSUED JUNE 30, 2023 VALID JULY – OCTOBER 2023



Maps with Counties and Select Intel Links used in the forecast





Climate

• <u>https://calclim.dri.edu/pages/anommaps.html</u>

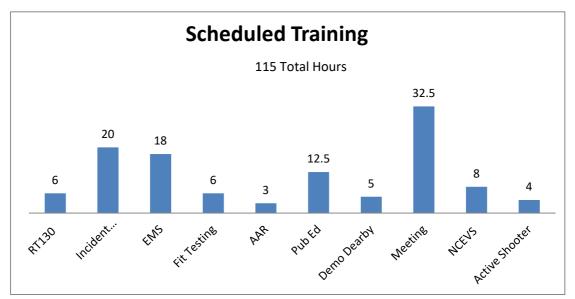
100 hr dead fuel moisture

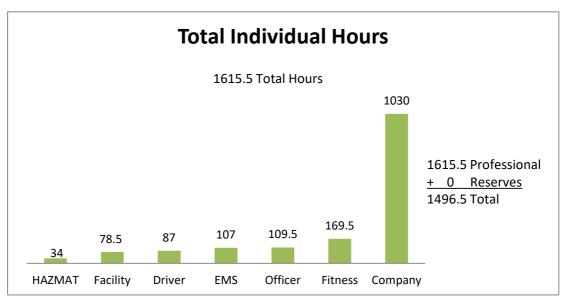
https://gacc.nifc.gov/oscc/fuelsFireDanger Hundred.php

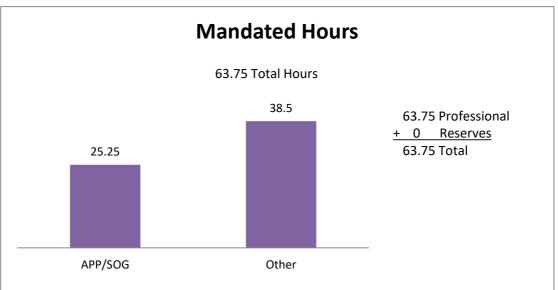
Current sea surface temperatures

<u>https://www.ospo.noaa.gov/Products/ocean/sst/anomaly/</u>

Training Division June 2023







Training Division - Descriptions

	red by Federal, State, Local.						
Total Individual Hours - 6 Subjects							
Subject	Definition	Examples					
Company	Documentation of all Company Training that is not Driver, Officer, Haz-Mat, or Facility Training.	Aerial Ladder, Hose, Ladders, Physical Fitness, SCBA, Technical Rescue, Ventilation, etc.					
Driver	required to complete 12 hours of Driver Training	Apparatus Inspections & Maintenance, Basic Hydraulics Defensive Driving, Maps, Driving Heavy Vehicles, Etc.					
Facility	must not just occur on the approved site, but the facility itself must be used. If your users are just	Company Evolutions, NFPA 1410 Driver/Operator, NFPA 1002 Fire Officer, NFPA 1021 Firefighter Skills, NFPA 1001 Hazardous Materials, NFPA 47 Live Fire, NFPA 1403 Other NFPA Fire Based Trainir					
HazMat	This is for documenting Hazardous Materials Training hours. Per ISO standards all firefighters are required to complete 6 hours of Hazardous Materials Training	DOT Guidebook Review, Decontamination Procedures, First Responder Operations, E					
Officer	Per ISO standards employees considered a "Officer" will be required to complete 12 hours of Officer Training annually. You can use this same form to record Officer Training hours for Non-Officers and it will be counted towards Company Training.	Dispatch, General Education, Meetings, Orientation, Exam, Management Principles, Personnel, Promotional, Publi Relations, Etc.					
EMS	EMS is not tracked or required by Insurance service Organization for Rating. EMS Continuing Education is tracked for recertification of Paramedics (48/2yrs) and EMT (24/2yrs).Through Emergency Service Medical Administration (EMSA).	Continuing Education and SIN					

PLAN REVIEWS								
Plan Type	# of New Reviews	# of Resubmittals	Approved New SQFT (Mit Fees)	SQFT Reviewed (No Mit Fees)	Total SQFT Reviewed			
New Residential	19	9	16102	45643	61745			
Residential Additions/Remodels	14	3	3218	54833	58051			
New Commercial	0	0	0	0	0			
Commercial T.I.	10	0	0	61592	61592			
Tents/Special Events	6	0	0	0	0			
Rack Storage	0	0	0	0	0			
Preliminary	11	7	0	19147	19147			
Fire Suppression Systems	21	1	0	0	0			
Alarms	5	0	0	0	0			
Landscaping	26	5	0	0	0			
Grading/Mylars/Improvement Plans	2	0	0	0	0			
Underground	1	0	0	5529	5529			
Hood System	0	0	0	0	0			
Tanks	0	0	0	0	0			
Cell Sites	1	0	0	0	0			
DSS/CCL	1	0	0	0	0			
DPLU	2	0	0	34899	34899			
Solar Panels	3	0	0	0	0			
High Piled Storage	0	0	0	0	0			
High Hazard/Communications/Other	5	0	0	0	0			
Spray Booth	0	0	0	0	0			
Fire Protection Plans	0	0	0	0	0			
Technical Reports	0	0	0	0	0			
TOTAL	127	25	19320	221643	240,963			

INSPECTIONS					
Inspection Type	# of Inspections				
Alarms	6				
Fire Supression Systems	28				
Building Construction	20				
Landscaping	7				
Tent/Special Event	5				
Gates/Knox	16				
Site Visit	7				
Technical Report/FPP	-				
Underground	6				
Annual Inspection	11				
DSS Licensing	-				
Other	-				
TOTAL	106				

SPECIAL PROJECTS				
Project Type	# of Projects			
Grants	1			
GIS	-			
Forms (Updates/New)	2			
Project Research	2			
Computer Programming/I.T.	2			
Emergency Response Support	-			
Annual Mailer (Weed Abatement)	-			
Board Report Formatting/ Design	2			
Other	1			
TOTAL	10			

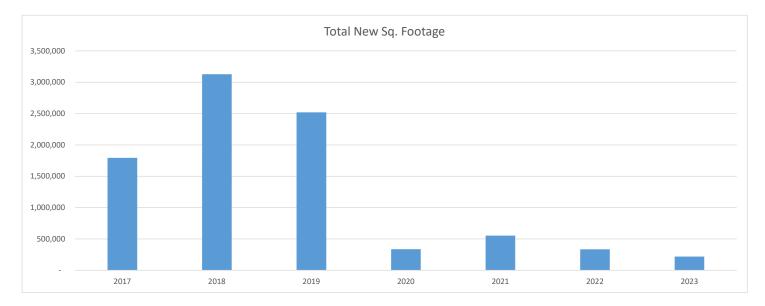
MEETINGS					
Meeting Type	# of Meetings				
H.O.A	9				
Staff	13				
Board	2				
On-Site Project Meetings	9				
In-Office Project Meetings	18				
Shift	3				
Captain's	-				
Weed Abatement	31				
County	2				
Code Development	-				
Support/I.T. Development	4				
San Diego County FPO's	6				
Community Stakeholder Meetings	6				
North Zone	1				
Other	6				
TOTAL	110				

TRAINING/EDUCATION					
No. of Training Classes	Staff Hours				
0	0				
0	12				
0	0				
0	0				
0	7				
TOTAL	19				

WEED ABATEMENT					
Activity	# of Inspections				
Weed Abatement Inspection	-				
Weed Abatement Reinspection	-				
1st Notice	417				
Final Notice	155				
Posting	4				
Notices Printed	572				
Abated	127				
Forced Abatement	-				
TOTAL	1,275				

OFFICE SUPPORT						
Activity	# Completed					
Phone Calls	887					
Correspondence	7,615					
Walk in/Counter	287					
Knox Application Request	10					
Burn Permits	4					
Plans Accepted/Routed	123					
Special Projects	3					
Scanning Documents/Electronic Files	70					
Meetings: Admin/Prevention/Admin Shift	5					
Post Office Runs	-					
Deposit Runs/Preparations	5					
TOTAL	9,009					

Rancho Santa Fe Fire Protection District Fire Prevention Bureau Monthly Activity Summary



<u>Total New Square Footage (*Reflected in Chart Above)</u>

Year	Total
2017	1,793,936
2018	3,128,964
2019	2,519,545
2020	336,899
2021	554,173
2022	333,814
2023	218,074

Total Nev	Total New Square Footage Only											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2020	29,226	41,043	38,102	25,751	38,400	7,290	16,516	15,384	77,848	15,070	22,529	9,740
2021	29,808	23,298	50,000	29,760	7,104	19,361	24,413	1,794	33,357	106,768	99,103	129,407
2022	42,895	14,666	32,871	8,805	39,325	42,871	18,679	21,916	23,981	18,782	46,658	22,365
2023	18,185	62,584	62,584	26,121	29,280	19,320						

Comparison Total Reviewed Square Footage

. . . .

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2019	240,861	691,306	274,736	307,024	412,556	248,869	287,395	424,065	250,518	742,439	440,335	137,995
2020	40,748	86,593	145,794	76,506	54,651	42,950	47,950	91,532	163,417	127,963	59,192	47,677
2021	90,462	89,135	111,456	98,218	118,557	151,000	203,116	254,055	312,253	204,313	171,023	137,116
2022	128,254	204,226	162,816	250,473	176,018	115,972	27,777	130,623	261,094	319,242	219,859	243,944
2023	212,285	345,997	283,413	401,980	136,835	240,963						

STAFF REPORT

NO. 23-18

TO:	BOARD OF DIRECTORS	FIRE
FROM:	DAVE MCQUEAD, FIRE CHIEF	AND
SUBJECT:	AUTHORIZATION OF SERVICE AGREEMENT	Solution Solution
DATE:	JULY 13, 2023	EST. 1946

RECOMMENDATION:

Staff recommends the Board of Directors to approve and authorize the Fire Chief to sign the service agreement with LEXIPOL as a sole source award (see attached letter).

BACKGROUND:

The Rancho Santa Fe Fire Protection District has had rules and regulations and an operational manual since Fire Chief Peter Fox implemented them. Since then, the district has created two separate categories: (1) Administrative Policy and Procedures and (2) Standard Operating Guidelines for a total of 120 policies to date. Policy and Procedures require continual review and revision to ensure they meet current Federal and State laws and regulations. Management and more specifically the Deputy Chief have developed most of the policies through self-research, legal review and input, agency sharing and through other networking platforms, but policies can become outdated very quickly if not frequently maintained.

SUMMARY:

Staff evaluated the services of LEXIPOL to ensure the fire district will have a policy manual that is complaint with State and Federal laws and regulations, can be customized to meet agency specific policy needs, provide an efficient on-line platform that provides personnel training and testing to reinforce and prove policy comprehension and finally provide real time policy updates as they happen. LEXIPOL was founded by public safety experts in 2003 who saw a need for a better and safer way to run a public safety agency by forming an entire risk management solution for public safety and local government. Today, they serve more than 10,000 agencies and municipalities. If approved, then the fire district will work closely with LEXIPOL to review and revise all district policy content. Lexipol also has an index of existing policies the district can adopt immediately to meet Federal and State compliance (examples: Workplace Violence, Anti-Retaliation, and Respiratory Protection).

Description	One-time Initial Cost	Annual Subscription Cost	FY 23/24 Budget
LEXIPOL	\$ 54, 069.00	\$ 12, 779.00	\$ 66,848.00

IIII LEXIPOL

MASTER SERVICE AGREEMENT

Agency's Name: Agency's Address: Rancho Santa Fe Fire Protection District 18027 Calle Ambiente POB 410 Rancho Santa Fe, California 92067

Attention:

Sales Rep: Lexipol's Address: Chief Dave McQuead

Ray Shanahan 2611 Internet Boulevard, Suite 100 Frisco, Texas 75034

Effective Date:

(to be completed by Lexipol upon receipt of signed Agreement)

This Master Service Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), and the department, entity, or organization referenced above ("Agency"). This Agreement consists of:

- (a) this Cover Sheet
- (b) Exhibit A Selected Services and Associated Fees
- (c) Exhibit B Terms and Conditions of Service

Each individual signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

Rancho Santa Fe Fire Protection District	Lexipol, LLC	
Signature:	Signature:	
Print Name:	Print Name:	
Title:	Title:	
Date Signed:	Date Signed:	

Exhibit A

SELECTED SERVICES AND ASSOCIATED FEES

Agency is purchasing the following:

QTY	DESCRIPTION	UNIT PRICE	EXTENDED
1	Annual Fire Policy Manual & Daily Training Bulletins w/Supplemental Publication Service w/Fire Operations Procedures (Start: 8/1/2023 End: 7/31/2024)	USD 12,779.00	USD 12,779.00
	Subscription Line Items Total		USD 12,779.00
1	Fire Standard Policy Cross-Reference	USD 4,628.00	USD 4,628.00
1	Fire Agency-Specific Content Extraction	USD 4,752.00	USD 4,752.00
1	Fire Tier I Implementation	USD 9,606.00	USD 9,606.00
1	Fire Tier II Implementation	USD 7,055.00	USD 7,055.00
1	Fire Tier III Implementation	USD 11,762.00	USD 11,762.00
1	Fire Tier IV Implementation	USD 5,886.00	USD 5,886.00
1	Fire Tier V Implementation	USD 10,380.00	USD 10,380.00
	One-Time Line Items Total		USD 54,069.00
			USD 66,848.00
	· · · · · · · · · · · · · · · · · · ·	TOTAL:	USD 66,848.00

*Fire pricing is based on 68 Fire Authorized Staff.

Exhibit B Terms and Conditions of Service

These Terms and Conditions of Service (the "Terms") govern the rights and obligations of Lexipol and Agency under this Agreement. Lexipol and Agency may each be referred to herein as a "party" and collectively as the "parties."

1. <u>Definitions</u>. Each of the following capitalized terms will have the meaning included in this Section 1. Other capitalized terms are defined within their respective sections, below.

1.1 "Agency" means the department, agency, office, organization, company, or other entity purchasing and/or otherwise subscribing to the Lexipol Services set forth in Exhibit A.

1.2 "Agency Data" means data, information, and content owned by Agency prior to the Effective Date, or which Agency provides during the Term of this Agreement for purposes of identifying authorized users, confirming agency or department information, or other purposes that are ancillary to receipt of the Service.

1.3 "Agreement" means the combination of the cover sheet (signature page); Exhibit A ("Selected Services and Associated Fees"); this Exhibit B; and any other documents attached hereto and expressly incorporated herein by reference.

1.4 "Effective Date" means the date specified on the cover sheet (signature page), or as otherwise expressly set forth and agreed upon by Lexipol and Agency in a writing and defined as the "Effective Date."

1.5 "Initial Term" means the period commencing on the Effective Date and continuing for the length of time indicated on Exhibit A. If not so indicated, the default Initial Term is one (1) year from the Effective Date.

1.6 "Lexipol Content" means all content in any format including but not limited to: written content, images, videos, data, information, and software multimedia provided by Lexipol and/or its licensors via the Services.

1.7 "Services" means all products and services, including but not limited to all software subscriptions, professional services, and ancillary support services, as may be offered by Lexipol and/or its affiliates from time to time.

2. <u>Term; Renewal</u>. This Agreement becomes enforceable upon signature by Agency's authorized representative, with an Effective Date as indicated on the cover page. Unless expressly stated in the "Custom Agreement Terms" section of Exhibit A, this Agreement shall automatically renew in successive one-year periods (each, a "Renewal Term") on the anniversary of the Effective Date unless a party provides written notice of non-renewal to the other party at least sixty (60) days prior to such renewal. The Initial Term and all Renewal Terms collectively comprise the "Term" of this Agreement.

3. <u>Termination</u>.

3.1 <u>For Convenience; Non-Appropriation</u>. This Agreement may be terminated at any time for convenience (including due to lack of appropriation of funds) upon sixty (60) days written notice.¹

3.2 For Cause. This Agreement may be terminated by either party, effective immediately, (a) in the event the other party fails to discharge any obligation, including payment obligations, or remedy any default hereunder for a period of more than thirty (30) calendar days after it has been provided written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

3.3 Effect of Expiration or Termination. Upon the expiration or termination of this Agreement for any reason, Agency's access to Lexipol's Services shall immediately cease unless Lexipol has, in its sole discretion, provided for their limited continuation. Termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration, including payment obligations.

¹ <u>Note</u>: fees paid for Online Services are not eligible for refund, proration, or offset in the event of Agency's termination for convenience as Online Services are delivered in full as of the Effective Date. Fees pre-paid for Professional Services are eligible for refund, proration, or offset to the extent such Services have not been delivered or utilized by Agency.

4. <u>Fees; Invoicing</u>. Lexipol will invoice Agency at the commencement of the Initial Term and at the commencement of each Renewal Term. Agency agrees to remit payment within thirty (30) calendar days following receipt of Lexipol's invoice. Payments may be made electronically or by mailing a check to Lexipol at 2611 Internet Blvd, Ste. 100, Frisco, TX 75034 (Attn: Accounts Receivable). Lexipol reserves the right to increase fees for Renewal Terms. All fee amounts stated in Exhibit A are exclusive of taxes and similar fees now in force or enacted in the future. Agency is responsible for all third-party fees (e.g., wire fees, bank fees, credit card processing fees). Unless otherwise exempt, Agency is responsible for and will pay in full all taxes related to its receipt of Lexipol's Services, except for taxes based on Lexipol's net income.

5. <u>Terms of Service</u>. The following terms and conditions govern access to and use of Lexipol's Services:

5.1 <u>Online Services</u>. Lexipol's Online Services include all cloud-based services offered by Lexipol and its partners, affiliates, and licensors. Online Services include, without limitation, Lexipol's Knowledge Management System ("KMS") for policy, Learning Management System ("LMS")², GrantFinder, and Cordico wellness applications (collectively, the "Online Services"). Lexipol's Online Services are proprietary and, where applicable, protected under U.S. copyright, trademark, patent, and/or other applicable laws. By subscribing to Lexipol's Online Services, Agency receives a personal, limited, non-sublicensable and non-assignable license to access and use such Services in conformity with these Terms.

5.2 <u>Professional Services</u>. Lexipol's Professional Services include all Services that are not part of Lexipol's Online Services, and which require the professional expertise of Lexipol personnel and/or contractors, including implementation support for policy manuals, technical support for online learning, accreditation consulting, grant writing and consulting³, and projects requiring regular input from Lexipol's subject matter experts (collectively, "Professional Services"). Lexipol shall provide all Professional Services in accordance with industry best practices.

5.3 <u>Intellectual Property; License</u>. Lexipol's Services and all Lexipol Content are the proprietary intellectual property of Lexipol and/or its licensors, and are protected where applicable by copyright, trademark, and patent laws. Nothing contained in this Agreement or these Terms shall be construed as conferring any right of ownership or use to Lexipol's Services or Lexipol Content. Notwithstanding the foregoing, Agency may, in limited circumstances (e.g. creation, modification, and updating of Agency's policy manuals) create Derivative Works based on Lexipol's Content and shall retain a personal, non-commercial, non-sublicensable and non-assignable license to use such Derivative Works, including beyond the expiration or termination of this Agreement. "Derivative Works" include all work product based on or which incorporates any Lexipol Content, including any revision, modification, abridgement, condensation, expansion, compilation, or any other form in which Lexipol Content, or any portion thereof, is recast, transformed, or adapted. Agency acknowledges and agrees that Lexipol shall have no responsibility to update Lexipol Content used by Agency beyond the Term of this Agreement and shall have no liability whatsoever for Agency's creation or use of Derivative Works.

5.4 <u>Account Security</u>. Access to Lexipol's Services is personal and unique to Agency. Agency shall not assign or otherwise transfer any such rights to any other person or entity. Except as set forth herein, Agency remains responsible for maintaining the security and confidentiality of Agency's usernames and passwords and the security of Agency's accounts. Agency will immediately notify Lexipol if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's account or Agency's usernames and/or passwords.

5.5 <u>Agency Data</u>. Lexipol will use commercially reasonable efforts to ensure the security of all Agency Data. Lexipol's Services use the Secure Socket Layer (SSL) protocol, which encrypts information as it travels between Lexipol and Agency. However, data transmission on the internet is not always 100% secure and Lexipol cannot and does not warrant that information Agency transmits to or through Lexipol or the Services is 100% secure. Lexipol's use of Agency Data is limited to providing the Services, retaining records in the regular course of business, and complying with valid legal obligations.

6. <u>Confidentiality</u>. During the Term of this Agreement, each party may disclose information to the other party that would be reasonably considered confidential, including Agency Data (collectively, "Confidential Information"). The receiving party will: (a) limit disclosure of any such Confidential Information to the receiving party's authorized representatives; (b) advise its personnel and agents of the confidential nature of the Confidential Information and of the obligations set forth in this Agreement; and (c) not disclose any Confidential Information to any third party unless expressly authorized by the disclosing party. A party may disclose Confidential Information pursuant to a valid governmental, judicial, or administrative order, subpoena, regulatory request, Freedom of

² LMS Services include, but are not limited to: PoliceOne Academy, FireRescue1 Academy, EMS1 Academy, Corrections1 Academy, and LocalGovU. ³ Agency is responsible for submitting all information reasonably required by Lexipol's grant writing team in a timely manner and always at least five (5) days prior to each grant application submission date. Agency is responsible submissions of final grant applications by grant deadlines. Failure to timely submit required materials to Lexipol's grant writing team will result in rollover of project fees to next grant application cycle, not a refund of fees. Requests for cancellation of grant writing services which have already begun will result in a 50% fee of the total value of the service.

Information Act (FOIA) request, Public Records Act (PRA) request, or equivalent, provided that the disclosing party promptly notifies, to the extent practicable, the other party in writing prior to such disclosure so that the other party may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. Each party shall be responsible for any breach of this section by any of such party's personnel or agents. The parties may also disclose the fact that they are working together, including for promotional purposes, and include each other's name and logo(s) for such purposes.

7. <u>Warranty</u>. LEXIPOL WARRANTS THAT ITS SERVICES ARE PROVIDED IN A PROFESSIONAL AND WORKMANLIKE MANNER IN ACCORDANCE WITH PREVAILING INDUSTRY STANDARDS, THAT THEY SHALL BE FIT FOR THE PURPOSES SET FORTH HEREIN, AND THAT SUCH SERVICES SHALL NOT INFRINGE THE RIGHTS OR INTELLECTUAL PROPERTY OF THIRD PARTIES. NOTWITHSTANDING THE FOREGOING, LEXIPOL'S SERVICES ARE PROVIDED "AS-IS" AND LEXIPOL DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, AS WELL AS ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

8. <u>Indemnification</u>. Lexipol will indemnify, defend, and hold harmless Agency from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense arising directly and solely out of Lexipol's gross negligence or willful misconduct in providing Services pursuant to this Agreement. Agency shall likewise indemnify, defend, and hold Lexipol harmless from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense arising out of acts or omissions by Agency, Agency's personnel, or any party acting on Agency's behalf.

9. <u>Limitation of Liability</u>. Each party's cumulative liability resulting from any claims, demands, or actions arising out of or relating to this Agreement, the Services, or the use of any Lexipol Content shall not exceed the larger of: the aggregate amount of fees paid to Lexipol by Agency during the twelve-month period immediately prior to the assertion of such claim, demand, or action; or \$10,000.00. In no event shall either party be liable for any indirect, incidental, consequential, special, exemplary damages, or lost profits, even if such party has been advised of the possibility of such damages.

10. <u>General Terms</u>.

10.1 <u>Entire Agreement</u>. This Agreement embodies the entire agreement between the parties and supersedes all prior agreements with respect to the subject matter hereof. No representation, promise, or statement of intention has been made by either party that is not embodied herein. Terms and conditions set forth in any purchase order or other document that are inconsistent with or in addition to the terms and conditions set forth in this Agreement are rejected in their entirety and void, regardless of when received, without further action. No amendment, modification, or supplement to this Agreement shall be binding unless it is made in writing and signed by both parties.

10.2 <u>General Interpretation</u>. The terms of this Agreement have been chosen by the parties hereto to express their mutual intent. This Agreement shall be construed equally against each party without regard to any presumption or rule requiring construction against the party who drafted this Agreement or any portion thereof.

10.3 <u>Invalidity of Provisions</u>. Each provision contained in this Agreement is distinct and severable. A declaration of invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision. Should any provision or portion thereof be held to be invalid or unenforceable, the parties agree that the reviewing authority should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

10.4 <u>Compliance; Governing Law</u>. Each party shall maintain compliance with all applicable laws, rules, regulations, and orders relating to its obligations pursuant to this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the state in which Agency is located, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

10.5 <u>Assignment</u>. This Agreement may not be assigned by either party without the prior written consent of the other. Notwithstanding the foregoing, this Agreement may be assumed by a party's successor in interest through merger, acquisition, or consolidation without additional notice or consent.

10.6 <u>Waiver</u>. Either party's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

10.7 <u>Notices</u>. Any notice required hereunder shall be in writing and shall be made by certified mail (postage prepaid) to known, authorized recipients at such address as each party may indicate from time to time. In addition, electronic mail (email) to established and authorized recipients is acceptable when acknowledged by the receiving party.

IIII LEXIPOL

June 9, 2023

To Whom It May Concern,

This letter is to confirm that Lexipol is a sole source provider of risk management tools for public safety organizations. Lexipol offers subscription-based policy management and training services that are purchased by public safety and local government organizations directly from Lexipol, LLC.

AGENCY NEED

Rancho Santa Fe FPD requires a policy and procedures management solution for their EMS personnel that is inclusive of a Fire/EMS policy manual that is compliant with State and Federal laws and Regulations, customized to fit the agency's needs, and includes scenario-based daily training bulletins with tests to reinforce and prove policy comprehension. The system needs to be accessible online and through mobile devices, provide real-time policy updates, as well as a supplemental manual for department-specific procedural content to the policy manual.

LEXIPOL PRODUCT DETAILS

Lexipol's management solution can uniquely provide each of these required services. The SaaS subscription provides access to copyrighted content on a proprietary, web-based knowledge management system that allows for the issuance of department-specific policy and procedure, captures electronic signatures for compliance and assigns training to reinforce comprehension and application. These three program tenets will allow your agency to increase efficiencies related to policy compliance, member safety, and improve the services provided to the communities you protect.

Additionally, by working with Lexipol, the Rancho Santa Fe FPD can take advantage of our network of subject matter experts and legal resources to implement a policy management solution. The expected costs for the agency to personally hire and staff resources that carry the legal expertise in this subject matter is cost prohibitive.

JUSTIFICATION FOR SOLE SOURCE AWARD

As Rancho Santa Fe FPD has determined through necessary due diligence, other vendors and systems can only at best provide individual components of the agency's needs. For example, they may be able to staff legal experts who can help write and review policy content but lack a web-based system to track personnel compliance. Or they may provide content and a platform to house the content, but do not offer training to prove understanding of the material. Or they lack tracking and reporting altogether. No other provider offers a single solution that meets all requirements like Lexipol.

Based on the foregoing, Lexipol is the only source for the full scope of services required.

If you have any questions or need assistance, please feel free to contact me. Your favorable consideration of this matter is appreciated.

Sincerely,

Ray Shanahan

Senior Account Executive Fire & EMS

STAFF REPORT

NO. 23-19

то:	BOARD OF DIRECTORS	EIRE
	DAVE MCQUEAD, FIRE CHIEF	
FROM:	MARLENE DONNER, FIRE MARSHAL	SIME SCO
SUBJECT:	AUTHORIZATION FOR NEW SOFTWARE PROGRAM	THE DISTRICT
DATE:	JULY 13, 2023	257. 1942

RECOMMENDATION:

Staff recommends the Board of Directors approve and authorize the Fire Marshal to purchase and implement ACCELA as the new digital software program for fire prevention services, processing, and billing.

BACKGROUND:

The Rancho Santa Fe Fire Protection District governance approved this project under the fire mitigation 5-year capital improvement plan in FY 2021/2022 and completion in FY 2023/2024.

Project #3: FY 23/24

Prevention Office Space Remodel – Fire Prevention (80%)

Governance APPROVED – FY 21/22

Estimated Cost	FMF %	Amount	Gen. Fund	Amount
\$125,000	80%	\$100,000	20%	\$25,000

The overall project has two components to be completed: The fire prevention office remodel and the digital plan review and fire inspection program. This staff report will focus solely on the implementation of a new digital software program called ACCELA. which is estimated at \$80,000.00 of the overall estimated cost of \$125,000.00. Fire Prevention is using a proprietary software program by E7 Systems which requires continuous maintenance and becomes more burdensome in its ability to stay efficient consistently for fire prevention and engine company fire inspections.

CURRENTLY:

The integration of the ACCELA software program is to enhance fire prevention service by increasing efficiency in reviewing projects, accepting project applications, processing completed projects and fire inspections. Fire Prevention evaluated several products based upon features, options, and cost. ACCELA was chosen as the best digital software product for the district's needs. The E7 program would be phased out once the ACCELA program is implemented and personnel are trained.

Additionally, the Rancho Santa Fe Association is evaluating the same software program and may provide the ability for both organizations to share agreed upon project information and conditions to provide a streamlined review process for applicants.

Description	Fire Mitigation Fees	FY 23/24 budget	Digital Plan Review Project
ACCELA Program	\$ 80,000	\$ 0.00	\$78,470.00

Services Estimate			
Service Tasks	Hours	Rate	Amount
Project Management and Initiation	20	\$185	\$3,700
Configuration Analysis - Accela Civic APP Fire Essentials base	28	\$165	\$4,620
System Configuration, Testing and Prototyping	80	\$165	\$13,200
Business Automation Scripting	32	\$165	\$5,280
Data Conversion from Current System	160	\$165	\$26,400
Report Creation	24	\$165	\$3,960
Training	16	\$165	\$2,640
Accela Citizen Portal	40	\$165	\$6,600
Accela Mobile Cloud and App setup	24	\$165	\$3,960
User Acceptance Testing/Go Live Prep	32	\$165	\$5,280
Go Live Support	32	\$165	\$5,280
Standard Service Totals	488		\$80,920
Travel Expenses (as incurred TBD)			\$1,200
Accela Fire Essentials Subscription	Per Year	Users	Amount
Fire Essential (yearly subscription)	\$714.29	5	\$3,571.45
Fire Essential Device (yearly subscription)	\$714.29	Z	\$1,428.58
Subscription Pricing for Year 1		1	\$5,000.03
Electronic Plan Revew - Subscription and Implementation	Per Year	Users	Amount
Electronic Plan Review Licenses - for	1 of 1 our	00010	7 arround
DigEplan (yearly subscription)	1,150	5	\$5,750
Plan Review Implementation Services			\$12,000
Plan Review Year 1 Totals			\$17,750
Total with all antiana			¢404 070
Total with all options			\$104,870

Notes and Comments
Day to day project management for the life of the project
Fire Permits, Fire Plan Review, Occupancy Inspections and Special Events
Fire Permits, Fire Plan Review, Occupancy Inspections and Special Events
Business automation scripting
Data Conversion from current system Support for up to 24 hours of Report Development (reports needed for items such as permit document(s), inspection reporting, management reports).
Train the Trainer training
Online applications, plan review submission, inspection scheduling and payments (Assuming use of Accela standard payment for for Elavon, PayPal or Forte
Assistance in setting up mobile app for Fire inspections/inspectors
Support for final User Acceptance Testing Phase
Dedicated support during go-live day and additional support over the first month
Travel onsite is not required but a limited budget is provided if needed
first year subscription, 6.5% yearly uplift
first year subscription, 6.5% yearly uplift
DigEplan Electronic Plan Review is fully integarateed to Accela
first year subscription, 3% yearly uplift
one time Implementation services for DigEplan



March 31, 2023

Elevating Rancho Santa Fe to Transform Fire Prevention

Rancho Santa Fe Fire District, California Electronic Submittal

> Master Agenda Rado 39 of 74



March 31, 2023

Marlene Donner Fire Marshal Rancho Santa Fe Fire District 18027 Calle Ambiente Rancho Santa Fe, CA 92091 <u>donner@rsf-fire.org</u>

Re: Helping the District transform Fire Prevention Activities

Dear Ms. Donner:

These are exciting and challenging times for Rancho Santa Fe Fire District. Accela stands ready to help the District streamline Fire Prevention activities, ultimately improving service to your citizens. We invite the District to review the enclosed information, which highlights how Accela's solution can help you further engage with your citizens, and satisfy the needs that are most important to stakeholders.

I look forward to speaking with you soon.

Tyler Stanchina Business Development Executive 925-359-3376 tstanchina@accela.com

> Master verve Page of of 70

2633 Camino Ramon, Suite 500, San Ramon, CA 94583

€ (925) 659.3200

accela.com

Delivering Government that Works

Government is all we do. Accela provides a unified suite of cloud solutions trusted by governments around the globe to accelerate their digital transformation, deliver vital services, and build stronger communities.

We are a solutions company

We provide pre-built solutions for specific licensing and permitting domain areas. Our depth of experience is our differentiator.

We are a SaaS company

Accela provides all applications and infrastructure built on Microsoft Azure. We believe agencies are best served when Accela takes responsibility for the applications and infrastructure. The solutions are optimized to run in Azure and support is streamlined. Also, customers receive automatic upgrades which save time and money.

We are a platform company

All Accela solutions utilize the foundational technologies within our Civic Platform, which was built from the ground up for state and local governments. It is also perfect for crossdepartment solution deployment, improving efficiencies for agencies.

We are a trusted partner

Accela has served state and local government for over 40 years, providing full service and support to our customers. We work hard to provide software that is easy to purchase, implement, and maintain.

As shown in Exhibit 1, we are your single source for modernizing all your government services. Please visit <u>www.accela.com</u> for more information.

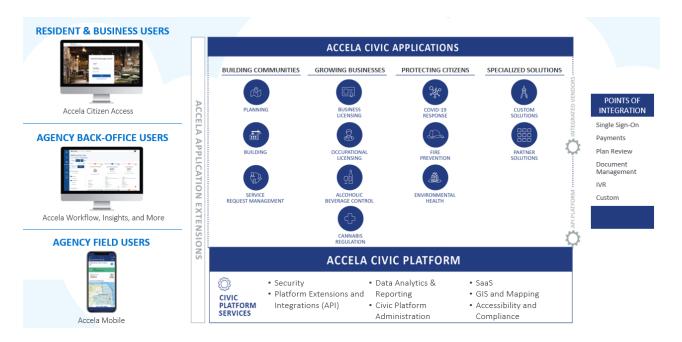


Exhibit 1: Accela offers pre-built solutions, end-user tools, and a robust platform.

Rancho Santa Fe, California

Page 1 of 6

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Master Agenda Page 41 of 74

Presenting the Accela Solution

Fire Prevention

Accela's Fire Prevention Solution is a complete system for managing permitting and inspections for fire departments. It helps modernize inspections, plan review and permit processing so fire staff can focus on protecting the community, not pushing paperwork.

The **Civic Application for Fire Prevention** comes in three levels: Essentials, Extended and Enterprise, and can be run in the cloud or on your premises. The solution aligns your fire department's regulatory activities so you can track progress towards goals, streamline inspections and improve visibility for property owners.



The benefits of the Civic Application for Fire Prevention include:

- Faster implementation when included and pre-built system components speed implementation timelines.
- Domain best practices to leverage solutions already in use by Accela for fire department customers.
- Fully tested and supported solutions that reduce the risk associated with managing software.
- The mobile clients offered with this Civic Application are designed for fire personnel and are easy to learn and use.
- Pre-built reporting and dashboards ensure that Fire Departments always know the status and effectiveness of their fire prevention programs, and more easily optimize them over time.
- Industry-leading cloud infrastructure powered by Microsoft Azure provides the highest level of security, reliability, and performance required by fire departments.

Accela Citizen Access

Citizen engagement and meeting public expectations is a challenge state and local government face today. Providing online services and allowing the public to self-service reduces walk-ins and phone calls, increases agency staff productivity, and saves the overall cost of service delivery.

Elevating citizen service delivery through a self-service web portal, Citizen Access extends government services to the public 24 hours a day from the convenience of their home, office, or job site on any device they prefer. This allows agencies to engage and connect with the public in the way the public expects and needs. It provides all services online, including initial application, fee calculations, renewals, and real-time status updates, to reduce the need for citizens to call or travel into offices and wait in queues to submit paperwork or check progress.

Rancho Santa Fe, California

Page 2 of 6

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Master Agenda Page 42 of 74

Accela Mobile

Accela Mobile is a mobile application designed to be a mobile extension of the Accela Civic Platform. Users who are not working from a desk can access and update records, result inspections, and run reports, enabling them to do all their work without setting foot in the office.

Accela offers mobile capabilities for iOS, Windows, and Android-based mobile devices to bring processing to the field through our cloud-based solutions. Accela Mobile is included in every Accela subscription seat license, and within every Civic Application offered by Accela. It is fully integrated with all Civic Platform solutions and getting up and running is quick and easy.

Accela GIS

Accela GIS provides a robust solution for leveraging the District's Esri geospatial data within the workflows of the Accela Civic Platform, Accela Citizen Access, and Accela Mobile. Accela GIS is a core feature of the Civic Platform and provides a geographical view of all land use, zoning, and infrastructure information associated with parcels, permits, inspections, code cases, assets, work orders, or service requests. It enables access to multiple map services and layers, the ability to create custom query layers, visualization of results on the map, and the ability to perform analysis on data using measurement and buffer tools.

Reporting & Analytics

Reporting, while critical and necessary for business decisions, can be difficult and time-consuming. District stakeholders are regularly seeking greater insight into what's happening within their jurisdictions to deliver better services for residents, uncover opportunities to eliminate bottlenecks, and ultimately drive more revenue. Effective data analytics and reporting are key to discovering these opportunities. With shrinking budgets, faster-moving processes, remote workforces, and new reforms, agencies need to get smarter and better at what they are doing. Accela is committed to empowering agencies to succeed and provides a robust reporting environment with tools for analytics and ad-hoc reporting capabilities.

Accela Insights is a new data visualization tool that allows end-users to seamlessly create modern and interactive dashboards within Accela. It can be leveraged by any user at no additional cost, as it is included in every Accela subscription seat license. The tool delivers a robust, self-service way to gain deeper insights from information generated during process automation. Accela Insights more easily and effectively turns complex data into coherent, visually immersive, and interactive insights. Powered by Microsoft Power BI, Accela Insights provides multiple views into Accela data through a familiar interface and a variety of compelling visualizations.

Rancho Santa Fe, California

Accela SaaS

Accela has partnered with Microsoft to utilize the Azure infrastructure for our SaaS deployment. We have optimized our software, both the platform and our Civic Applications for this environment. Our clusters in Azure ensure our customers get the performance, reliability, and scalability they need, for large and small implementations and the highest peak loads.



The great news with SaaS is agencies no longer must fight to stay ahead of security. A SaaS environment from a leading provider such as Azure utilizes the most current security and compliance technologies that would be difficult for the District to purchase and implement itself. At Accela, our security part is with the cluster designs and architectures, and this is an area where we maintain significant investment levels. We have adopted a SaaS First, Default Deny, Zero-Trust security posture to ensure the highest degrees of security and data integrity. Accela and its customers take full advantage of the over \$1B Microsoft spends every year on security research and innovation.

Accela's experienced Cloud Operations organization has designed and deployed our solutions to reach our objectives for application uptime. We are tracking to 99.9 percent uptime, meeting, or exceeding SaaS industry standards based on the published uptime statistics from three prominent cloud hosting providers.

Security

Security is top of mind for government agencies, with examples of malware, ransomware, and data breach hitting the news all too often.

Accela takes security very seriously and works hard to ensure our customers' environments meet all compliance regulations and are highly secure. Our security starts with adherence to the software development lifecycle with security at its core. It starts with requirements, design, and coding, and ends with robust testing, deployment, and support. This process is infused with operations such as code reviews, functional testing, penetration testing, to incident response plans to ensure we have considered every aspect of security for our customers, from the creation of our software to the implementation and usage of our solutions.

Accela maintains key security certifications within our products, including SSAE 18 SOC 2 TYPE 2, HIPAA/ HITECH Type 1, PCI DSS v3.2.1 SAQ A-EP, and the California Consumer Privacy Act (CCPA).

Master Agenda Page 44 of 74

Cost

Accela has provided our pricing for the District in this section. Our annual SaaS price includes the Accela Civic Applications, as well as Mobile, GIS, and Accela Citizen Access.

Solution	Year	Term (months)	Price	Qty.	Total
Fire Essential	1	12	\$714.29	2	\$1,428.57
Fire Essential Device	1	12	\$714.29	5	\$3,571.43
				Total	\$5.000.00

Solution	Year	Term (months)	Price	Qty.	Total
Fire Essential	2	12	\$760.71	2	\$1,521.43
Fire Essential Device	2	12	\$760.71	5	\$3,803.57
				Total	\$5,325.00

Solution	Year	Term (months)	Price	Qty.	Total
Fire Essential	3	12	\$810.16	2	\$1,620.32
Fire Essential Device	3	12	\$810.16	5	\$4,050.80
				Total	\$5.671.12

Period	Total
Year 1	\$5,000.00
Year 2	\$5,325.00
Year 3	\$5,671.12
Total	\$15,996.12

Moving Forward Together

Accela values this opportunity to earn the District's business and demonstrate why Accela offers you the best solution to meet your system requirements.

After a thorough review of industry providers, we are confident that the District and the evaluation committee will conclude that **Accela is a partnership worth pursuing**.

STAFF REPORT

NO. 23-20

то:	BOARD OF DIRECTORS	FIRE
	DAVE MCQUEAD, FIRE CHIEF	A STOLEN A
FROM:	MARLENE DONNER, FIRE MARSHAL	
SUBJECT:	AUTHORIZATION TO PURCHASE OFFICE EQUIPMENT	ARE DISTURD
DATE:	JULY 13, 2023	-01.193

RECOMMENDATION:

Staff recommends the Board of Directors approve and authorize the Fire Chief to purchase and install office equipment from Complete Office.

BACKGROUND:

The Rancho Santa Fe Fire Protection District governance approved this project under the fire mitigation 5-year capital improvement plan in FY 2021/2022 and completion in FY 2023/2024.

Project #3: FY 23/24

Prevention Office Space Remodel – Fire Prevention (80%)

Governance APPROVED – FY 21/22

Estimated Cost	FMF %	Amount	Gen. Fund	Amount
\$125,000	80%	\$100,000	20%	\$25,000

The total project has two components to be completed: The fire prevention office remodel and digital plan review and fire inspection program. This staff report will focus solely on the remodeling of fire prevention's open office space which is estimated to be \$45,000 of the overall estimated cost of \$125,000.00. The existing fire prevention office space was originally designed and installed in 2011 as four open but restrictive cubical offices. The office space was converted several times using the existing walls, tables, and storage by district staff in efforts to create a better functionality of the space, but this created more issues than solutions.

CURRENTLY:

Fire Prevention evaluated several office products based upon features, options, and cost. Complete Office was chosen as the best product for the district's needs. This will create three separate office spaces with 8'-0" partition walls and office doors for privacy. Each office will have a computer desk, a plan table, and a digital plan review screen for functionality. Complete Office installed the Rancho Santa Fe Association Patrol office in 2021 as an example of their previous work.

Description	Fire Mitigation Fees	FY 23/24 Budget	Office Remodel Project
Complete Office	\$ 20,000	\$ 25,000	\$ 45,000.00



 Quote Number:
 5426-EQ

 Date:
 6/22/2023

 Prepared By:
 /KR

RANCHO SANTA FE FIRE

RANCHO SANTA FE FIRE		
16936 EL FUEGO		
RANCHO SANTA FE CA	92067	

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RANCHO SANTA FE FIRE 16936 EL FUEGO RANCHO SANTA FE, CA 92067

Qty I	Mfg F	art Number	Part Description	Sell	Ext Sell
1			GLOBAL EQUALIS CONTRACT - EQ-052920-01F	\$ 0.00	\$ 0.00
1	EVE	E8CP16	16" - Jumper Cable, Panel to Panel	\$ 59.16	\$ 59.16
	ST	D	Non-GSA (Commercial Furniture Offering)		
I	EVE	58CP82-H	82" - Pass Thru Cable, Flexible Metal Conduit w/Wire Mesh, D	\$ 117.02	\$ 117.02
	ST	D	Non-GSA (Commercial Furniture Offering)		
	EVE	8FR 1	72" Long, Floor Power Entry, Front Fed, Snaps into Knockout	\$ 159.65	\$ 159.65
	ST	D	Non-GSA (Commercial Furniture Offering)		
l	EVE	58PD30	30", Power Distribution Housing	\$ 95.70	\$ 95.70
	ST	D	Non-GSA (Commercial Furniture Offering)		
2	EVE	8PD42	42", Power Distribution Housing	\$ 103.10	\$ 206.20
	STD	D	Non-GSA (Commercial Furniture Offering)		
2	EVE	58RD1	#1 Utility Circuit, Duplex Receptacle, Black	\$ 15.66	\$ 31.32
	ST	D	Non-GSA (Commercial Furniture Offering)		
	EVE	8RD2	#2 Utility Circuit, Duplex Receptacle, Black	\$ 15.66	\$ 15.66
	ST	D	Non-GSA (Commercial Furniture Offering)		
2	EVE	8RDA	A, Dedicated Circuit, Duplex Receptacle, Black	\$ 15.66	\$ 31.32
	ST	D	Non-GSA (Commercial Furniture Offering)		
	EVE	8RDB	B, Dedicated Circuit, Duplex Receptacle, Black	\$ 15.66	\$ 15.66
	ST	D	Non-GSA (Commercial Furniture Offering)		
	EVF	CEIPSA212	12"h, Inline Post, Slotted, Extension Connector, Includes Po	\$ 42.20	\$ 42.20
	ST	D	Standard Paint Colors		
	ST	DP	Connectors w/ Matching Inlines (Use w/ Matching Horizo	ontal R	
	SIL	-	Silver w/ Silver Inlines		
	ST	D	Non-GSA (Commercial Furniture Offering)		

Page 1 of 13

ity N	Afg Part Number	Part Description	Sell	Ext Sell
	EVPCEIPSA218	18"h, Inline Post, Slotted, Extension Connector, Includes Po	\$ 68.73	\$ 68.73
	STD	Standard Paint Colors		
	STDP	Connectors w/ Matching Inlines (Use w/ Matching Horizont	al R	
	SIL	Silver w/ Silver Inlines		
	STD	Non-GSA (Commercial Furniture Offering)		
4	EVPCEPSA212	12"h, 2 Way Post, Slotted, Extension Connector, Includes Pos	\$ 40.02	\$ 160.08
	STD	Standard Paint Colors		
	STDP	Connectors w/ Matching Inlines (Use w/ Matching Horizont	al R	
	SIL	Silver w/ Silver Inlines		
	STD	Non-GSA (Commercial Furniture Offering)		
	EVPCEPSA218	18"h, 2 Way Post, Slotted, Extension Connector, Includes Pos	\$ 63.08	\$ 252.32
	STD	Standard Paint Colors		
	STDP	Connectors w/ Matching Inlines (Use w/ Matching Horizont	al R	
	SIL	Silver w/ Silver Inlines		
	STD	Non-GSA (Commercial Furniture Offering)		
2	EVPCEPSA312	12'h, 3 Way Post, Slotted, Extension Connector, Includes Pos	\$ 47.85	\$ 95.70
	STD	Standard Paint Colors		
	STDP	Connectors w/ Matching Inlines (Use w/ Matching Horizont	al R	
	SIL	Silver w/ Silver Inlines		
	STD	Non-GSA (Commercial Furniture Offering)		
2	EVPCEPSA318	18"h, 3 Way Post, Slotted, Extension Connector, Includes Pos	\$ 73.95	\$ 147.90
	STD	Standard Paint Colors		
	STDP	Connectors w/ Matching Inlines (Use w/ Matching Horizont	al R	
	SIL	Silver w/ Silver Inlines		
	STD	Non-GSA (Commercial Furniture Offering)		
4	EVPCPA266	66"h, 2 Way Post, Includes Post, Hardware & Aluminum Trims	\$ 132.24	\$ 528.96
	STD	Standard Paint Colors		
	STDP	Connectors w/ Matching Inlines (Use w/ Matching Horizont	al R	
	SIL	Silver w/ Silver Inlines		
	STD	Non-GSA (Commercial Furniture Offering)		
2	EVPCPA366	66"h, 3 Way Post, Includes Post, Hardware & Aluminum Trims	\$ 171.83	\$ 343.66
	STD	Standard Paint Colors		
	STDP	Connectors w/ Matching Inlines (Use w/ Matching Horizont	al R	
	SIL	Silver w/ Silver Inlines		
	STD	Non-GSA (Commercial Furniture Offering)		
2	EVPDS8442L	84"h x 42"w, Door Panel, Left	1,439.42	\$ 2,878.84

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Xty	Mfg	Part Number	Part Description	Sell	Ext Sell
		STD	Standard Paint Colors		
		SIL	Silver		
		SIL	Silver		
		NGL	Noce Grigio		
		STD	Non-GSA (Commercial Furniture Offering)		
		EVPDS8442R	84"h x 42"w, Door Panel, Right	\$ 1,439.42	\$ 1,439.42
		STD	Standard Paint Colors		
		SIL	Silver		
		SIL	Silver		
		NGL	Noce Grigio		
		STD	Non-GSA (Commercial Furniture Offering)		
}		EVPDSL02	Lever Lock Set	\$ 70.91	\$ 212.73
		STD	Non-GSA (Commercial Furniture Offering)		
Ļ		EVPEERSA12	12"h, End of Run, Slotted, Extension Connector, Includes Pos	\$ 23.06	\$ 92.24
		STD	Standard Paint Colors		
		STDP	Connectors w/ Matching Inlines (Use w/ Matching Hori;	zontal R	
		SIL	Silver w/ Silver Inlines		
		STD	Non-GSA (Commercial Furniture Offering)		
4		EVPEERSA18	18"h, End of Run, Slotted, Extension Connector, Includes Pos	\$ 27.84	\$ 111.36
		STD	Standard Paint Colors		
		STDP	Connectors w/ Matching Inlines (Use w/ Matching Hori	zontal R	
		SIL	Silver w/ Silver Inlines		
		STD	Non-GSA (Commercial Furniture Offering)		
Ļ		EVPERA66	66"h, End of Run Post, Includes Post, Hardware & Aluminum Tr	\$ 59.16	\$ 236.64
		STD	Standard Paint Colors		
		STDP	Connectors w/ Matching Inlines (Use w/ Matching Hori;	zontal R	
		SIL	Silver w/ Silver Inlines		
		STD	Non-GSA (Commercial Furniture Offering)		
Ļ		EVPERTA84	84"h, End of Run Aluminum Trim, Does not include Slotted Pos	\$ 45.24	\$ 180.96
		STD	Standard Paint Colors		
		SIL	Silver		
		STD	Non-GSA (Commercial Furniture Offering)		
1		EVPFA6636	66"h x 36"w, Segmented Fabric Acoustic Panel	\$ 321.47	\$ 964.41
		STR	(STD) Panel Top Cap		
		STD	Standard Paint Options		
		STDP	Panels w/ Matching Horizontal Reveal		
		SIL	Silver w/ Silver Horizontal Reveal		

Page 3 of 13

Qty Mfg	g Part Number	Part Description	Sell	Ext Sell
	SIL	Silver		
	01	Grade 1 Textiles - Outside Position 1		
	LNEA	Linea		
	LN48	Route		
	01	Grade 1 Textiles - Outside Position 2		
	LNEA	Linea		
	LN48	Route		
	01	Grade 1 Textiles - Outside Position 3		
	LNEA	Linea		
	LN48	Route		
	01	Grade 1 Textiles - Inside Position 1		
	LNEA	Linea		
	LN48	Route		
	01	Grade 1 Textiles - Inside Position 2		
	LNEA	Linea		
	LN48	Route		
	01	Grade 1 Textiles - Inside Position 3		
	LNEA	Linea		
	LN48	Route		
	STD	Non-GSA (Commercial Furniture Offering)		
2	EVPFA6642	66"h x 42'w, Segmented Fabric Acoustic Panel	\$ 362.36	\$ 724.72
	STR	(STD) Panel Top Cap		
	STD	Standard Paint Options		
	STDP	Panels w/ Matching Horizontal Reveal		
	SIL	Silver w/ Silver Horizontal Reveal		
	SIL	Silver		
	01	Grade 1 Textiles - Outside Position 1		
	LNEA	Linea		
	LN48	Route		
	01	Grade 1 Textiles - Outside Position 2		
	LNEA	Linea		
	LN48	Route		
	01	Grade 1 Textiles - Outside Position 3		
	LNEA	Linea		
	LN48	Route		
	01	Grade 1 Textiles - Inside Position 1		
	LNEA	Linea		
	LN48	Route		
	01	Grade 1 Textiles - Inside Position 2		
	LNEA	Linea		
	LNEA LN48	Route		
	LN48	Route		

6/22/2023

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Qty	Mfg Part Number	Part Description	Sell	Ext Sell			
	STD	Non-GSA (Commercial Furniture Offering)					
3	EVPFE1836	EVPFE183618"h x 36"w, Fabric Extension Module, Top Trims are not InclSTR(STD) Panel Top CapSTDStandard Paint OptionsSTDPPanels w/ Matching Horizontal RevealSILSilver w/ Silver Horizontal Reveal01Grade 1 Textiles - Outside Position 1LNEALineaLN48Route01Grade 1 Textiles - Inside Position 1LNEALineaLNEALineaLNEALineaLNEALineaLNEALineaLNEALineaLN48Route					
	STR	(STD) Panel Top Cap					
	STD	Standard Paint Options					
	STDP	Panels w/ Matching Horizontal Reveal					
	SIL	Silver w/ Silver Horizontal Reveal					
	01	Grade 1 Textiles - Outside Position 1					
	LNEA	Linea					
	LN48	Route					
	01	Grade 1 Textiles - Inside Position 1					
	LNEA	Linea					
	LN48	Route					
	STD	Non-GSA (Commercial Furniture Offering)					
2	EVPFE1842	18"h x 42"w, Fabric Extension Module, Top Trims are not Incl	\$ 138.77	\$ 277.54			
	STR	(STD) Panel Top Cap					
	STD	Standard Paint Options					
	STDP	Panels w/ Matching Horizontal Reveal					
	SIL	Silver w/ Silver Horizontal Reveal					
	01	Grade 1 Textiles - Outside Position 1					
	LNEA	Linea					
	LN48	Route					
	01	Grade 1 Textiles - Inside Position 1					
	LNEA	Linea					
	LN48	Route					
	STD	Non-GSA (Commercial Furniture Offering)					
ō	EVPGTE1230	12"h x 30"w, Tempered Glass Extension Module, Top Trims are	\$ 291.02	\$ 1,455.10			
	STD	Standard Paint Options					
	STDP	Panels w/ Matching Horizontal Reveal					
	SIL	Silver w/ Silver Horizontal Reveal					
	GT	Glazing - Position 1					
	FRS	Frosted (40% Upcharge)					
	STD	Non-GSA (Commercial Furniture Offering)					
	310						
1	EVPGTE1236	12"h x 36"w, Tempered Glass Extension Module, Top Trims are	\$ 300.59	\$ 1,202.36			
	STD	Standard Paint Options					
	STDP	Panels w/ Matching Horizontal Reveal					
	SIL	Silver w/ Silver Horizontal Reveal					
	GT	Glazing - Position 1					
	FRS	Frosted (40% Upcharge)					
	STD	Non-GSA (Commercial Furniture Offering)					

Qty	Mfg	Part Number	Part Description	Sell	Ext Sell
7		EVPGTE1242	12"h x 42'w, Tempered Glass Extension Module, Top Trims are	\$ 347.13	\$ 2,429.91
		STD	Standard Paint Options		
		STDP	Panels w/ Matching Horizontal Reveal		
		SIL	Silver w/ Silver Horizontal Reveal		
		GT	Glazing - Position 1		
		FRS	Frosted (40% Upcharge)		
		STD	Non-GSA (Commercial Furniture Offering)		
1		EVPGTE1248	12"h x 48"w, Tempered Glass Extension Module, Top Trims are	\$ 376.71	\$ 376.71
		STD	Standard Paint Options		
		STDP	Panels w/ Matching Horizontal Reveal		
		SIL	Silver w/ Silver Horizontal Reveal		
		GT	Glazing - Position 1		
		FRS	Frosted (40% Upcharge)		
		STD	Non-GSA (Commercial Furniture Offering)		
1		EVPGTE1260	12'h x 60'w, Tempered Glass Extension Module, Top Trims are	\$ 427.61	\$ 427.61
		STD	Standard Paint Options		
		STDP	Panels w/ Matching Horizontal Reveal		
		SIL	Silver w/ Silver Horizontal Reveal		
		GT	Glazing - Position 1		
		FRS	Frosted (40% Upcharge)		
		STD	Non-GSA (Commercial Furniture Offering)		
5		EVPH1S6630	66"h x 30'w, Laminate Panel, Single Sided	\$ 444.14	\$ 2,220.70
		STR	(STD) Panel Top Cap		
		STD	Standard Paint Options		
		STDP	Panels w/ Matching Horizontal Reveal		
		SIL	Silver w/ Silver Horizontal Reveal		
		SIL	Silver		
		01	Grade 1 Textiles - Outside Position 1		
		LNEA	Linea		
		LN48	Route		
		01	Grade 1 Textiles - Outside Position 2		
		LNEA	Linea		
		LN48	Route		
		01	Grade 1 Textiles - Outside Position 3		
		LNEA	Linea		
		LN48	Route		
		HP	Laminate - Inside Position 1		
		NGL	Noce Grigio		
		HP	Laminate - Inside Position 2		
		NGL	Noce Grigio		
			0		

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Qty /	Mfg Part Number	Part Description	Sell	Ext Sell
	NGL	Noce Grigio		
	STD	Non-GSA (Commercial Furniture Offering)		
1	EVPH1S6636	66"h x 36"w, Laminate Panel, Single Sided	\$ 512.87	\$ 512.87
	STR	(STD) Panel Top Cap		
	STD	Standard Paint Options		
	STDP	Panels w/ Matching Horizontal Reveal		
	SIL	Silver w/ Silver Horizontal Reveal		
	SIL	Silver		
	01	Grade 1 Textiles - Outside Position 1		
	LNEA	Linea		
	LN48	Route		
	01	Grade 1 Textiles - Outside Position 2		
	LNEA	Linea		
	LN48	Route		
	01	Grade 1 Textiles - Outside Position 3		
	LNEA	Linea		
	LN48	Route		
	HP	Laminate - Inside Position 1		
	NGL	Noce Grigio		
	HP	Laminate - Inside Position 2		
	NGL	Noce Grigio		
	HP	Laminate - Inside Position 3		
	NGL	Noce Grigio		
	STD	Non-GSA (Commercial Furniture Offering)		
	EVPH1S6642	66"h x 42'w, Laminate Panel, Single Sided	\$ 582.90	\$ 1,165.80
	STR	(STD) Panel Top Cap		
	STD	Standard Paint Options		
	STDP	Panels w/ Matching Horizontal Reveal		
	SIL	Silver w/ Silver Horizontal Reveal		
	SIL	Silver		
	01	Grade 1 Textiles - Outside Position 1		
	LNEA	Linea		
	LN48	Route		
	01	Grade 1 Textiles - Outside Position 2		
	LNEA	Linea		
	LN48	Route		
	01	Grade 1 Textiles - Outside Position 3		
	LNEA	Linea		
	LN48	Route		
	HP	Laminate - Inside Position 1		
	NGL	Noce Grigio		
	HP	Laminate - Inside Position 2		
	NGL	Noce Grigio		
		Page 7 of 13		6/22/2023
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Qty Mfg	Part Number	Part Description	Sell	Ext Sell
	HP	Laminate - Inside Position 3		
	NGL	Noce Grigio		
	STD	Non-GSA (Commercial Furniture Offering)		
	EVPH1S6648	66"h x 48'w, Laminate Panel, Single Sided	\$ 633.80	\$ 633.80
	STR	(STD) Panel Top Cap		
	STD	Standard Paint Options		
	STDP	Panels w/ Matching Horizontal Reveal		
	SIL	Silver w/ Silver Horizontal Reveal		
	SIL	Silver		
	01	Grade 1 Textiles - Outside Position 1		
	LNEA	Linea		
	LN48	Route		
	01	Grade 1 Textiles - Outside Position 2		
	LNEA	Linea		
	LN48	Route		
	01	Grade 1 Textiles - Outside Position 3		
	LNEA	Linea		
	LN48	Route		
	HP	Laminate - Inside Position 1		
	NGL	Noce Grigio		
	HP	Laminate - Inside Position 2		
	NGL	Noce Grigio		
	HP	Laminate - Inside Position 3		
	NGL	Noce Grigio		
	STD	Non-GSA (Commercial Furniture Offering)		
1	EVPH1S6660	66"h x 60'w, Laminate Panel, Single Sided	\$ 776.91	\$ 776.91
	STR	(STD) Panel Top Cap		
	STD	Standard Paint Options		
	STDP	Panels w/ Matching Horizontal Reveal		
	SIL	Silver w/ Silver Horizontal Reveal		
	SIL	Silver		
	01	Grade 1 Textiles - Outside Position 1		
	LNEA	Linea		
	LN48	Route		
	01	Grade 1 Textiles - Outside Position 2		
	LNEA	Linea		
	LN48	Route		
	01	Grade 1 Textiles - Outside Position 3		
	LNEA	Linea		
	LN48	Route		
	HP	Laminate - Inside Position 1		
	NGL	Noce Grigio		
	HP	Laminate - Inside Position 2		
		Page 8 of 13		6/22/202

4

Qty N	Mg Part Number	Part Description	Sell	Ext Sell
	NGL	Noce Grigio		
	HP	Laminate - Inside Position 3		
	NGL	Noce Grigio		
	STD	Non-GSA (Commercial Furniture Offering)		
5	EVPH1SE1830	18'h x 30'w, Laminate Extension Module, Single Sided, Top Tr	\$ 197.93	\$ 989.65
	STD	Standard Paint Options		
	STDP	Panels w/ Matching Horizontal Reveal		
	SIL	Silver w/ Silver Horizontal Reveal		
	01	Grade 1 Textiles - Outside Position 1		
	LNEA	Linea		
	LN48	Route		
	HP	Laminate - Inside Position 1		
	NGL	Noce Grigio		
	STD	Non-GSA (Commercial Furniture Offering)		
1	EVPH1SE1836	18''n x 36''w, Laminate Extension Module, Single Sided, Top Tr	\$ 226.20	\$ 226.20
	STD	Standard Paint Options		
	STDP	Panels w/ Matching Horizontal Reveal		
	SIL	Silver w/ Silver Horizontal Reveal		
	01	Grade 1 Textiles - Outside Position 1		
	LNEA	Linea		
	LN48	Route		
	HP	Laminate - Inside Position 1		
	NGL	Noce Grigio		
	STD	Non-GSA (Commercial Furniture Offering)		
2	EVPH1SE1842	18"h x 42"w, Laminate Extension Module, Single Sided, Top Tr	\$ 255.35	\$ 510.70
	STD	Standard Paint Options		
	STDP	Panels w/ Matching Horizontal Reveal		
	SIL	Silver w/ Silver Horizontal Reveal		
	01	Grade 1 Textiles - Outside Position 1		
	LNEA	Linea		
	LN48	Route		
	HP	Laminate - Inside Position 1		
	NGL	Noce Grigio		
	STD	Non-GSA (Commercial Furniture Offering)		
1	EVPH1SE1848	18"h x 48"w, Laminate Extension Module, Single Sided, Top Tr	\$ 280.14	\$ 280.14
	STD	Standard Paint Options		
	STDP	Panels w/ Matching Horizontal Reveal		
	SIL	Silver w/ Silver Horizontal Reveal		
	01	Grade 1 Textiles - Outside Position 1		
	LNEA	Linea		

Qty	Mfg	Part Number	Part Description	Sell	Ext Seli
		LN48	Route		
		HP	Laminate - Inside Position 1		
		NGL	Noce Grigio		
		STD	Non-GSA (Commercial Furniture Offering)		
1		EVPH1SE1860	18"h x 60'w, Laminate Extension Module, Single Sided, Top Tr	\$ 333.65	\$ 333.65
		STD	Standard Paint Options		
		STDP	Panels w/ Matching Horizontal Reveal		
		SIL	Silver w/ Silver Horizontal Reveal		
		01	Grade 1 Textiles - Outside Position 1		
		LNEA	Linea		
		LN48	Route		
		HP	Laminate - Inside Position 1		
		NGL	Noce Grigio		
		STD	Non-GSA (Commercial Furniture Offering)		
3		EVPIC66	66"h, Inline Panel Connector, Includes Post & Hardware, No T	\$ 44.37	\$ 354.96
		STD	Standard Paint Options		
		STDP	Inline Connectors (Use w/ Matching Horizontal Reveal)		
		SIL	Silver Inline (Use w/ Matching Horizontal Reveal)		
		STD	Non-GSA (Commercial Furniture Offering)		
8		EVPIEC\$12	12"h, Inline, Slotted, Extension Panel Connector, Includes P	\$ 21.32	\$ 170.56
		STD	Standard Paint Options		
		STDP	Inline Connectors (Use w/ Matching Horizontal Reveal)		
		SIL	Silver Inline (Use w/ Matching Horizontal Reveal)		
		STD	Non-GSA (Commercial Furniture Offering)		
8		EVPIEC\$18	18"h, Inline, Slotted, Extension Panel Connector, Includes P	\$ 25.23	\$ 201.84
		STD	Standard Paint Options		
		STDP	Inline Connectors (Use w/ Matching Horizontal Reveal)		
		SIL	Silver Inline (Use w/ Matching Horizontal Reveal)		
		STD	Non-GSA (Commercial Furniture Offering)		
1		EVPIPA266	66"h, Inline Post, Includes Post, Hardware & Aluminum Trim	\$ 127.02	\$ 127.02
		STD	Standard Paint Colors		
		STDP	Connectors w/ Matching Inlines (Use w/ Matching Horizo	ontal R	
		SIL	Silver w/ Silver Inlines		
		STD	Non-GSA (Commercial Furniture Offering)		
12		EVPVTFA96	96"h, Vertical Flat Aluminum Trim Only	\$ 15.23	\$ 182.76
		STD	Standard Paint Colors		
		SIL	Silver		
		STD	Non-GSA (Commercial Furniture Offering)		

Page 10 of 13

Qty /	Mfg Part	Number	Part Description	Sell	Ext Sell
1	FTWEC	29825829	58"d x 82'w x 29'd, Left, Height Adjustable Extended Curved	\$ 768.21	\$ 768.21
	~		(STD) Thermally Fused Laminate, High Performance (1"	[hick]	
	~PDL/	N	Height Adjustable Laminate Top Finishes		
	WHC		1-White Chocolate		
	~FREE		Frefit Laminate Edge Finishes		
	WHX		M-White Chocolate		
	~		Grommet/Electrical/Villa Not Required - Center Position	n	
2	FTWR3	570	35"d x 70'w x 1"h, Height Adjustable Rectangular Worksurface	\$ 367.14	\$ 734.28
	~		(STD) Thermally Fused Laminate, High Performance (1"	Thick)	
	~PDLI	N	Height Adjustable Laminate Top Finishes		
	WHC		1-White Chocolate		
	~FREE		Frefit Laminate Edge Finishes		
	WHX		M-White Chocolate		
	~		Grommet/Electrical Not Required		
	~STD		Non-GSA (Commerical Furniture Offering)		
2	FTWRR	2947	29''d x 47''w x 1''h, Height Adjustable Rectangular Return Work	\$ 221.42	\$ 442.84
	~		(STD) Thermally Fused Laminate, High Performance (1"	Thick)	
	~PDL/	N	Height Adjustable Laminate Top Finishes	,	
	WHC		1-White Chocolate		
	~FREE		Frefit Laminate Edge Finishes		
	WHX		M-White Chocolate		
	~		Grommet/Electrical/Villa Not Required - Center Position	า	
	~STD		Non-GSA (Commerical Furniture Offering)		
1	Z36724	2BT	36''d x 72''w x 42''h, Collaborative Table, Full Laminate End P	\$ 990.06	\$ 990.06
	~		(STD) Thermally Fused Laminate, High Performance (1.5	" Thick	
	~ZTO	þ	Zira Top Finishes		
	WHC		1-White Chocolate		
	C3		F-1.5" Top, Standard Edge		
	~ZBAS	SE	Zira Laminate Base Finishes		
	NGL		2-Noce Grigio		
	~		Grommet/Electrical Not Required - Center Position		
	~		Grommet/Electrical Not Required - Custom Grommet I	ocation	
	~STD		Non-GSA (Commerical Furniture Offering)		
3	19MCF	23BFNC	23"h x 22 5/8"d x 15 1/16"w, Mobile Box/File w/ 60mm Castors	\$ 297.54	\$ 892.62
	~STD		Metal File Case & Storage Front Paint Finishes (Global S	itand	
	~GLC)	Global Standard Colors		
	SIL		1-Silver [SIL]		
	WSTD		C-Key Random (STD)		
	~STD		Non-GSA (Commerical Furniture Offering)		

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Qty	Mfg	Part Number	Part Description	Sell	Ext Sell				
1		91SBC6-30	13'd x 30'w x 79'h, 6 Shelves, 5	\$ 326.69	\$ 326.69				
			Adjustable, METAL BOOKCASES	Shave al					
		~STD	-	Metal File Case & Storage Front Paint Finishes (Global Stand					
		~GLO	Global Standard Colors						
		SIL	1-Silver [SIL]						
		~	Leveling Glide Not Required						
		~STD	Non-GSA (Commerical Furniture Offering)						
1		91SBC6-36	13"d x 36"w x 79"h, 6 Shelves, 5 Adjustable, METAL BOOKCASES	\$ 334.08	\$ 334.08				
		~STD	Metal File Case & Storage Front Paint Finishes (Global S	Stand					
		~GLO	Global Standard Colors						
		SIL	1-Silver [SIL]						
		~	Leveling Glide Not Required						
		~STD Non-GSA (Commerical Furniture Offering)							
3		CUSH-15X22-5/8X1	22.625"d x 15"w x 1"h, Pedestal Seat Cushion, Cushions are f	\$ 80.48	\$ 241.44				
		~01	Grade 01						
		~GPM1	Graded In Grade 01 Fabrics						
		GPM1	1-Graded In Grade 01 Fabrics						
		TOR	FUSHION, GRAPHITE, FU81						
		~STD	Non-GSA (Commerical Furniture Offering)						
3	ELE	T33M-C	Titan Pro Adjustable Height 3-Leg Base, Silver, C-Leg	\$ 642.33	\$ 1,926.99				
1			TEAR DOWN, REMOVE AND DISPOSE Y OF THE FOLLOWING ITEMS SAME TRIP WITH NEW INSTALL 4-L WORKSTATIONS, PEDESTALS, FILES, SHELVES, OH AND	\$ 625.00 D BOOKCASE	\$ 625.00				
1			DELIVERY AND INSTALLATION - Z	\$ 2,995.00	\$ 2,995.00				
			SALES TAX (7.75%)	\$ 2,691.29	\$ 2,691.29				

Total: \$37,417.62

PAYMENT TERMS: 50% Deposit is required on all furniture orders over \$4000 before the order is placed. Net 30 terms once furniture is delivered and installed. In the event of a punchlist, 10% of the balance can be withheld until completion of outstanding items. Once the last punchlist item is installed, final payment is due immediately. Installation & delivery to be performed during normal business hours unless otherwise quoted. Complete Office requires access to dock and freight elevator. If not possible, conditions will be quoted accordingly. The space to be free of other trades. Trip charges will apply for multiple deliveries. Storage fees will be assessed on orders requiring storage beyond one week. Any additional labor, or storage incurred by Complete Office due to other trades in the project space, multiple deliveries, or change orders will be billed as follow: Installation \$50/hr, Installation overtime \$75/hr, Design \$70/hr, Storage \$35/pallet per month.

Acceptance of this proposal indicates acceptance of the above proposed terms and conditions. All furniture product is made to order and all sales are final. Returns or cancellations are not possible once the order is placed with the manufacturer.

Qty Mfg	Part Number	Part Description		Sell	Ext Seli
Approved by:			Date:		
	Name				
			PO:		
	Title				

16 6

RESOLUTION No. 2023-08

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE RANCHO SANTA FE FIRE PROTECTION DISTRICT AMENDING THE FAIR POLITICAL PRACTICES COMMISSION'S STANDARD CONFLICT OF INTEREST CODE AND CANDIDATE DISCLOSURE STATEMENT and REPEALING RESOLUTION NO. 2023-02

WHEREAS, the Political Reform Act requires certain District Officials, specified in section 87200 of the California Government Code, to file economic disclosure forms ("Form 700") and abstain from making or participating in making governmental decision which have a reasonably foreseeable material effect on an economic interest; and

WHEREAS, the Rancho Santa Fe Fire Protection District approved an "Agency Conflict of Interest Code" as required by California Government Code on May 24, 2000; and

WHEREAS, the Fair Political Practices Commission ("FPPC") has adopted a regulation, California Code of Regulations, Title 2, division 6, Section 18730 (hereinafter "CCR 18730"), which contains the terms of a standard conflict of interest code. It can be incorporated by reference and may be amended by the FPPC after public notice and hearings to conform to amendments in the Political Reform Act.

WHEREAS, consistent with the biennial schedule established by the Fair Political Practices Commission for amending local conflict of interest codes, the District reviews and amends its local conflict of interest code every two years;

NOW, THEREFORE, the Board of Directors of the Rancho Santa Fe Fire Protection District does RESOLVE as follows:

- 1. Resolution No. 2023-02 is hereby repealed.
- 2. The Conflict of Interest Code for the Rancho Santa Fe Fire Protection District is hereby amended to read as follows:

CONFLICT OF INTEREST CODE FOR THE RANCHO SANTA FE FIRE PROTECTION DISTRICT

The Political Reform Act, Government Code §81000, et. seq., requires state and local government agencies to adopt and promulgate Conflict of Interest Codes. The Fair Political Practices Commission ("FPPC") has adopted a regulation, California Code of Regulations, Title 2, division 6, Section 18730 (hereinafter "CCR 18730"), which contains the terms of a standard conflict of interest code. After public notice and hearing the regulation may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and Appendix A and B, attached to this resolution and a part of it, designating officials, employees and consultants, and establishing disclosure categories, shall constitute the conflict of interest code of the Rancho Santa Fe Fire Protection District (District).

Individuals holding designated positions shall file their statements of economic interest electronically directly with the Clerk of the Board of Supervisors via their current electronic filing system.

3. The Conflict of Interest Code for the Rancho Santa Fe Fire Protection District will become effective the date the Board of Directors approves this resolution.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Rancho Santa Fe Fire Protection District on July 19, 2023, by the following vote:

AYES: NOES: ABSENT: ABSTAIN:

> JAMES H ASHCRAFT President

Alicea Caccavo Clerk of the Board

DESIGNATED POSITIONS

Titles	Assigned Disclosure Category
Directors	
Candidate for Board of Directors	1
Chief Officers, including but not limited to	
Fire Chief	
Deputy Chief	
Battalion Chief	
Manager of Finance & Administration	
Fire Marshal	
Fire Prevention Personnel, including but not limited to:	
Deputy Fire Marshal	
Fire Prevention Specialist	
Community Risk Reduction Specialist	

OTHER REPORTING REQUIREMENTS

Consultants (Defined in FPPC Regulation 18701(a)(2)
The positions of the following consultants presently Retained by the Agency:
Attorney(s)1

RANCHO SANTA FE FIRE PROTECTION DISTRICT APPENDIX B

DISCLOSURE CATEGORIES OF REPORTABLE ECONOMIC INTERESTS

1. FULL DISCLOSURE

What to report? All investments and business positions in business entities, sources of income including gifts, loans and travel payments, and interests in real property. What Form 700 schedules? All Schedules. (A through E)

2. DISTRICT-RELATED INCOME

What to report? All investments and business positions in business entities and sources of income including gifts, loans and travel payments if the source is of a type which provides, manufactures, or supplies services, supplies, materials, machinery or equipment of the type utilized by or subject to the review or approval of the District.

What Form 700 schedules? A, C, D, E

3. DISTRICT-RELATED INCOME, REAL PROPERTY

What to report? All investments and business positions in business entities and sources of income including gifts, loans and travel payments if the source is of a type which provides, manufactures, or supplies services, supplies, materials, machinery or equipment of the type utilized by or subject to the review or approval of the District and all interests in real property. What Form 700 schedules? All Schedules (A through E)

4. DIVISION-RELATED INCOME (Administration, Operations, Prevention)

What to report? All investments and business positions in business entities and sources of income including gifts, loans and travel payments if the source is of a type if the source is of a type which provides, manufactures or supplies equipment, supplies, material, services or machinery of the type utilized by or subject to the review or approval of the department in which that person is employed. What Form 700 schedules? A, C, D, E

FORM 700 SCHEDULES – DESCRIPTION

Form 700

- Schedules A-1 Investments (Stocks, Bonds, and Other Interests (Ownership Interest is Less than 10%)
- Schedules A-2 Investments, Income and Assets of Business Entities/Trusts (Ownership Interest is 10% or Greater)
- Schedule B Interests in Real Property (Including Rental Income)
- Schedule C Income, Loans and Business Positions (Other than Gifts and Travel Payments)
- Schedule D Income Gifts
- Schedule E Travel Payments, Advances and Reimbursements

STAFF REPORT

NO. 23-21

то:	BOARD OF DIRECTORS	FIRE
FROM:	DAVE MCQUEAD, FIRE CHIEF	STATES AND
SUBJECT:	UPDATED MANAGEMENT RESOLUTION	
DATE:	JULY 14, 2023	EST. 1946

RECOMMENDATION:

The Fire Chief recommends the Board of Directors approve the updated management resolution as presented.

UPDATE SUMMARY:

Salaries.

Adjust the current annual salary range of \$178,056 - \$223,197 for the position of Fire Chief to the proposed \$220,000 - 245,000. The proposed salary range is competitive and provides an approximate 8% separation between the district's Deputy Chief and Fire Chief to support succession planning moving forward. (See track Changes)

Management Incentive Pay and Staff Management Incentive Pay.

Combine the two 5% annual lump sum management incentive pay (MIP) benefits into one 10% MIP of base pay paid bi-weekly to exempt executive management employees' thereby eliminating the lump sum payment application.

Safety Officer Training Premium provides the Non-Exempt Battalion Chief who is assigned by the Fire Chief as the Training Officer (9/80 work schedule) an additional 5% of base pay paid biweekly while in the position.

Liebert, Cassidy, and Whitmore as the district's labor law firm provided the district with clear language to be in alignment with Cal PERS. (See track Changes)

Administrative Leave.

Remove the "administrative leave" language from the management resolution. The clear expectation is for executive management to use accrued vacation and sick leave appropriately for time off from work. (See Track Changes)

Insurance / Health Retirement Accounts

Update the Terminology for Medical Reimbursement and Health Retirement accounts so that it is reflective of Industry Standard and what is used by our new Administrator (TASC). Also referencing IRS Publication 502 for Medical Reimbursements. Will plan to update both Safety and Misc. employee MOU's to reflect this terminology in new contract. (See Track Changes)

BACKGROUND:

Salaries – Direction was given to the Fire Chief from the Board of Directors to review and compare the fire chief salary range to other North Zone agencies and San Diego County fire districts like Rancho Santa Fe Fire District to ensure competitiveness and provide a pay separation between the district's Deputy Chief and Fire Chief for succession planning.

Management Incentive Pay and Staff Management Incentive Pay – The goal is to continue the existing MIP benefits by implementing them into the bi-weekly salary pay periods throughout the year thereby removing the lump sum payment applications and be in alignment with Cal PERS expectations to avoid issues. Cal PERS continues to conduct audits on public agencies and retirees, create legislation, and pass policies to push the removal of lump sum payments. The district eliminated the annual holiday lump sum payment in 2022.

Administrative Leave – Executive managers for years have used administrative leave. Administrative leave currently is up to four hours per day without time being deducted from an employee's vacation or sick accrual. Administrative leave was not formally memorialized into the management resolution until 2022 by the fire chief for transparency. However, the fire chief is requesting to remove administrative leave from the management resolution to avoid managing this leave and avoid any issues. Vacation and sick leave accrual will be the only option for time off from work.

Insurance / Health Retirement Accounts – Current terminology in the Management Resolution and both MOU's can be confusing and not in-line with industry standards. Cleaning up language reflects terminology that will be utilized by TASC (Administrator) and is less confusing for employees.

RESOLUTION No. 20232-2809

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 <u>July</u> <u>December 1196</u>, 202<u>23</u>.

1. SALARIES

1.1 The following salary range for EXEMPT positions identified is as follows:

Position	Range/Annual Salary		
Fire Chief	\$178,056 <u>\$220,000</u>	\$223,197 <u>\$245,000</u>	
Deputy Chief	\$177,635	\$203,374	
Fire Marshal	\$117,099	\$153,780	
Manager of Finance and Administration	\$131,000	\$160,480	

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1.2 The following salary range for NON-EXEMPT position(s) identified is as follows:

Position	Range/Annual Salary	
Battalion Chief	\$135,517	\$166,014

2. RETIREMENT

2.1 Retirement (Safety): the district shall retain a retirement plan with the Public Employees Retirement System (PERS) 3% @ 50 plan for all safety employees hired before March 31, 2012. The retirement plan shall include all statutory benefits listed in Government Code Section 20840(e) and the following optional benefits:

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

Note: Government Code Section 20840(e) includes but not limited to: 1) pre-retirement optional settlement 2 death benefit; 2) conversion of unused sick leave to retirement service credit; 3) ability for members to convert, at their own expense, prior military service, and prior public service to CalPERS retirement service; and 4) local system service credit included in the basic death benefit.

2.2 All safety employees enrolled in the CalPERS 3% @ 50 plan: the employee will contribute 100% of the employee's contribution for all reportable wages. Effective January 1, 2023, in addition to paying the member contributions identified previously, classic members shall in engage in cost-sharing pursuant to Government Code Section 20516(f) by contributing an additional one percent; for a total of 3%, to be collected of the employee's compensation reported toward the employer's cost and applied towards the District's UAL. The employee will contribute \$2 per month towards the cost of the 1959 Survivor Benefit - Fourth Level.

Resolution No. 202<u>32-2809</u> Page 2 of 8

- 2.3 All safety employees hired after July 1, 2012; the District shall retain a retirement plan with the Public Employee Retirement System (PERS) 3% @ 55 plan. The retirement plan shall include all statutory benefits listed in Government Code Section 20840(e) and the following optional benefit:
- a. 1959 Survivor Benefit Fourth Level

Note: Government Code Section 20840(e) includes but not limited to: 1) pre-retirement optional settlement 2 death benefit; 2) conversion of unused sick leave to retirement service credit; 3) ability for members to convert, at their own expense, prior military service, and prior public service to CalPERS retirement service; and 4) local system service credit included in the basic death benefit.

- 2.4 All safety employees enrolled in the CalPERS 3% @ 55 plan: the employee will contribute 100% of the employee's contribution for all reportable wages. Effective January 1, 2023, in addition to paying the member contributions identified previously, classic members shall in engage in cost-sharing pursuant to Government Code Section 20516(f) by contributing an additional one percent; for a total of 3%, to be collected of the employee's compensation reported toward the employer's cost and applied towards the District's UAL. The employee will contribute \$2 per month toward the cost of the 1959 Survivor Benefit Fourth Level.
- 2.5 Employee contributions for employees entering membership on or after January 1, 2013, and subject to the California Public Employees' Pension Reform Act of 2013 (PEPRA) will be determined by CalPERS.
- 2.6 The district agrees to report member contributions as taxed deferred for all employees enrolled in the CalPERS plans.
- 2.7 Retirement (Non-safety): the district shall retain a retirement plan with the Public Employees Retirement System (PERS) 2.7% @ 55 plan for all employees hired before April 1, 2012. The retirement plan shall include all statutory benefits listed in Government Code Section 20840(e) and the following optional benefits:
 - a. One-Year Final Compensation
 - b. 1959 Survivor Benefit Fourth Level

Note: Government Code Section 20840(e) includes but not limited to: 1) pre-retirement optional settlement 2 death benefit; 2) conversion of unused sick leave to retirement service credit; 3) ability for members to convert, at their own expense, prior military service, and prior public service to CalPERS retirement service; and 4) local system service credit included in the basic death benefit.

- 2.8 All non- safety employees enrolled in the PERS 2.7% @ 55 plan; the employee will contribute 100% of the employee's contribution for all reportable wages. The employee will contribute \$2 per month towards the cost of the 1959 Survivor Benefit Fourth Level.
- 2.9 All non-safety employees hired after July 1, 2012; the District shall retain a retirement plan with the Public Employee Retirement System (CalPERS) 2.5% @ 55 plan. The retirement plan shall include all statutory benefits listed in Government Code Section 20840(e) and the following optional benefit:
- a. 1959 Survivor Benefit Fourth Level

Note: Government Code Section 20840(e) includes but not limited to: 1) pre-retirement optional settlement 2 death benefit; 2) conversion of unused sick leave to retirement service credit; 3) ability for members to convert, at their own expense, prior military service, and prior public service to CalPERS retirement service; and 4) local system service credit included in the basic death benefit.

Resolution No. 202<u>32-2809</u> Page 3 of 8

- 2.10 All non-safety employees enrolled in the PERS 2.5% @ 55 plan; the employee will contribute 100% of the employee's contribution toward the employee contribution for all reportable wages. The employee will also contribute \$2 per month toward the cost of the 1959 Survivor Benefit Fourth level.
- 2.11 Employee contributions for employees entering membership on or after January 1, 2013, and subject to the California Public Employees' Pension Reform Act of 2013 (PEPRA) will be determined by CalPERS.
- 2.12 The District agrees to report member contributions as taxed deferred for all employees enrolled in CalPERS.

3. SICK LEAVE

- 3.1 Shift Employees
- 3.1.1 Accrual: Shift employees shall accrue sick leave at the rate of 12 hours per month. Sick leave shall be accumulated with no maximum accrual.
- 3.1.2 At retirement, unused sick leave credit for shift employees shall be converted as follows:
 - a. All unused sick leave hours will be reported to CalPERS for additional service credit, if applicable
 - b. The employee must choose to convert unused sick leave hours to an employee's RHSA at a ratio of 2:1. A minimum of 500 sick leave hours is required to be eligible for this option. The RHSA contribution shall be calculated at the straight time rate and shall not exceed the value of 40 shifts.
- 3.2 Non-shift employees
- 3.2.1 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.
- 3.2.2 At retirement, unused sick leave credit for non-shift employees shall be converted as follows:
 - a. All unused sick leave hours will be reported to CalPERS for additional service credit, if applicable; and
 - b. The employee must convert unused sick leave hours to be an employee's RHSA at a ratio of 2:1. A minimum of 357 hours is required to be eligible for this option. The RHSA shall be calculated at the straight time rate and shall not exceed the value of 685 hours.
- 3.3 Management Employees
- 3.3.1 The accrual rate shall apply to the employee's permanent work schedule and not be changed for temporary or short-term assignments.
- 3.3.2 When an employee changes from one work schedule to another work schedule as a permanent assignment, accumulated leave shall be adjusted in accordance with the ratio of one work schedule to the other. Example: factor from 56-hour workweek to 40-hour workweek is .714; the factor from 40-hour workweek to 56-hour workweek is 1.4.
- 3.3.3 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.

Resolution No. 202<u>3</u>2-28<u>09</u> Page 4 of 8

3.3.4 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.

4. INSURANCE

- 4.1 The district shall contract with a provider(s) for medical and dental benefits for providing employees and their eligible dependents with insurance benefits. The district agrees to contribute 80% of the average CaIPERS HMO medical plans listed by the CaIPERS in Region 2 or any subsequent region designated by CaIPERS as the region in which the district is located; and 100% of the HMO dental plan(s) offered (at the family rate), per month toward medical and dental insurance. This calculated dollar amount shall be inclusive of any mandatory contributions that may be required by the provider. However, if the monthly premiums for medical and dental insurance exceed 80% of the average HMO medical/dental plans offered per month, the affected employee will be responsible for the difference.
- 4.2 Any unused <u>medical</u> premium <u>shall be deposited monthly into the employees Active Health</u> <u>Reimbursement Arrangement (AHRA) and</u> may be used for medical/dental expenses <u>reimbursements</u> as <u>defined by the Administrative Policyallowed by IRS Publication 502</u> for a maximum period of 12 months. After the 12-month period expires, at retirement, or if an employee is of retirement age and separation occurs due to disability or death, 100% of any unused premium shall be transferred to the employee's Retirement Health Savings AccountFunded Health Retirement Account (FHRA). NOTE: If an employee separates from employment for any other reason, the unused premium shall be forfeited.
- 4.3 Eligible full-time employees may elect to opt out of only the medical insurance if proof of coverage can be provided to the district. If no medical options are selected, the district shall place a capped rate of \$1,000 per month (\$12,000 annually) in the employee's medical reimbursement account.<u>Active Health Reimbursement Arrangement (AHRA)</u> Unused premiums shall be transferred to the employees <u>HRSA_FHRA</u> per the provisions in <u>6.014.2</u>.
- 4.4 Employees, upon retirement, at no additional cost to active employees or to the district shall be allowed to remain on the group dental plan until age 65. 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.
- 4.5 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.
- 4.6 Long-Term Disability: The District shall provide a Long-Term Disability plan.
- 4.7 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.

5. RETIREMENT HEALTH SAVINGS ACCOUNTFUNDED HEALTH RETIREMENT ACCOUNT (FHRA)

- 5.1 Employees shall be required to participate in a District administered Retirement Health Savings-Account (RHSA)Funded Health Retirement Account (FHRA). The following terms apply:
- a. Effective July 1, 2006, a monetary contribution will be made by the district in an amount of \$100 per employee per month.
- b. The value of any unused <u>medical reimbursementActive Health Reimbursement</u> <u>Arrangement (AHRA)</u> shall be transferred at the end of each calendar and fiscal year to the employee's <u>RHSA_Funded Health Retirement Account (FHRA)</u> (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 (144 minus sick leave-used <u>x 0.50</u>) will be contributed

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Resolution No. 202<u>3</u>2-28<u>09</u> Page 5 of 8

the RHSA_FHRA at the employee's hourly rate.

e.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.

6. MANAGEMENT INCENTIVE PAY (Exempt)

- Effective- July 1, 2023, and in recognition of the unique nature of the district's executive 6.1 management and confidential positions and associated job responsibilities, exempt employees covered by this Resolution will receive Management Incentive Pay (MIP) may be provided annually as a percentage of annual base salary, 5% of the annual base salary in any calendar year and reported to the California Public Employees' Retirement System as earned per pay period. Management personnel are responsible for coordinating the services provided by their department and are held accountable for responding to the distinctive needs of the community, irrespective of time and place. Management Incentive Pay MIP is available to all exempt employees included in the pay and benefits plan, and exempt employees shall not have the option to decline Management Incentive Pay. consist of Management Incentive Pay shall not be for overtime, nor in lieu of other benefits excluded under the California Public Employees Retirement Law statutes, not for special compensation not otherwise listed in Title 2 CCR, Section 571. To the extent permitted by law, this pay is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571 (a)(1) Incentive Pay- Management Incentive: an additional 10% of base pay paid bi-weekly.
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- 6.16.2 Safety Officer Training Premium Non-Exempt Battalion Chiefs who are assigned by the Fire Chief as the Training Officer to instruct and train fire personnel on safety procedures will receive an additional 5% of base pay paid bi-weekly. Battalion Chiefs will be rotated in and out of the assignment at the discretion of the Fire Chief.
- 6.2 All Exempt Management personnel represented in this resolution will receive a 5% of their annual base salary as of July 1. The MIP provides for additional compensation and/or non-taxable benefit equal to 5.00% of annual base salary as of July 1 and paid once per calendar year on the July 31 pay date. The MIP of 5% of the annual base salary shall only to be used once in a twelve (12) month period for the calculation of reportable compensation. Exempt Management personnel covered by this benefit 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. Combination of Option a, or b: this option may not exceed the maximum benefit.
- 6.3 Medical Reimbursement: this option is considered a non-taxable benefit, which may be used for additional medical/dental expenses, and this option is not considered as reportable compensation to CalPERS. Note that unused monies in this account are not eligible for transfer to the District's Health Retirement Savings Account

6.4 Staff Management Incentive Pay: Beginning July 1, 2017, all Exempt Management personnel represented in this resolution and who are assigned to a 40-hour or 9/80 workweek, will receive an additional Staff Management Incentive Pay (SMIP) of 5% of their annual base salary. To be eligible for the SMIP, the manager must have been assigned to a 40-hour or 9/80 workweek for a minimum of 65% of the previous fiscal year. The SMIP provides for additional compensation and/or non-taxable benefit equal to 5.00% of annual base salary as of July 1 and paid once per year on the August 15 pay date, or at retirement if employee retires prior to this pay date. This SMIP of 5% of annual base salary shall only to be

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Resolution No. 202<u>32-2809</u> Page 6 of 8

used once in a twelve (12) month period for the calculation of reportable compensation. Exempt

Management personnel covered by this benefit may choose one of the options described in 6.2 a - c.

7. ADMINISTRATIVE LEAVE

- 7.1 In recognition of the exempt status from FLSA time off for Administrative Leave purposesshall not be deducted from employee accrual unless the employee is absent for greater than 4 hours of consecutive work hours.
- 7.2 The Training Officer (Battalion Chief) as of May 11, 2022, will be the ONLY Non-Exempt management position to receive Administrative Leave as they are assigned to 40 hour or-9/80 work week.

8.7. HOLIDAYS

- 8.17.1 For the purpose of this section, the legal "holiday" shall mean and include the following days:
 - a. New Year's 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

8.2 For calendar year 2022, All Chief Officers shall receive holiday payment equal to one halfmonth's salary, payable on December 15.

HOLIDAYS (8.2) relating to Holiday Pay for Chief Officers will cease to exist effective December-15, 2022.

9.8. USE OF DISTRICT VEHICLES

- 9.18.1 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/Training
- <u>9-28.2</u> Personnel assigned to a take home vehicle must meet a 45-minute response time to District from their place of residence.
- 9.38.3 Battalion Chief Shift: while on duty, shift Battalion Chiefs are provided an emergency vehicle to assist in the performance of their duties.
- 9.48.4 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.

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10.9. VACATION ACCRUAL

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

Years of	Based on	Based on
Service	40-hour work week	56-hour work week
0 – 4 years	80 hours	264 hours
5 – 9 years	120 hours	288 hours
10 – 14 years	160 hours	312 hours
15 – 19 years	200 hours	360 hours
20+ years	240 hours	408 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.

- 10.29.2 All management employees shall have the option to sell the excess of 80 hours (non-shift), or the excess of 264 hours (shift) accrued vacation at straight time, not more than twice a year, after the work period ends that include June 30 and December 31.
- 10.39.3 An employee may only sell a maximum of 200 hours of accrued vacation per calendar year. Minimum vacation accrual balances are required as identified in 10.2.
- 10.49.4 A written request received by December 31 for payment of accrued vacation sold back to the district, which will be remitted by separate check on January 15. A written request received by June 30 for payment of vacation sold back to the district, which will be remitted by separate check on July 15. No payments under this section will be reported as "reportable compensation" for retirement purposes.
- <u>10.59.5</u> Annual vacation accrual for the position of Fire Chief and Deputy Chief will be calculated based on years of service under the 40-hour work week with the annual addition of 86 hours.
- <u>10.69.6</u> Any vacation hours accrued above 600 hours on June 30 and December 31 will be automatically cashed out on July 15 and January 15 pay dates, respectively.

11. NON-EXEMPT FLSA COMPENSATION

- <u>11.110.1</u> The Shift Battalion Chief position shall be paid an hourly rate of time and one-half for all overtime worked beyond their regular hours assigned.
- 11.210.2 The hourly rate for Training Officer (Battalion Chief) position will be converted to a 40-hour workweek. The hourly rate will be adjusted as specified herein. Factor from 56-hour workweek to a 40-hour workweek is .714; Factor from 40-hour workweek to a 56-hour workweek is 1.4.
- <u>11.2.110.2.1</u> The Training Officer shall be paid an hourly rate of time and one-half per the 40-hour workweek for all Training Officer/administrative overtime beyond their regular hours assigned.
- 11.2.210.2.2
 The Training Officer (Battalion Chief) who works overtime for sick leave coverage, vacation coverage, vacancy coverage, call-back pay or incident deployment. The hourly rate will be converted from the 40-hour workweek to the 56-hour workweek and overtime shall be paid an hourly rate of time and one-half per the 56-hour workweek.

11.3 The Training Officer (Battalion Chief) as of May 11, 2022, will be the <u>ONLY</u> Non-Exempt management position to receive the Staff Management Incentive Pay (SMIP) covered under Item 6.4 of this management resolution. Formatted: Normal, Right, Indent: Left: 0.43", No bullets or numbering

Resolution No. 2022-28<u>3-09</u> Page 8 of 8

12.11. NOTARIZATION COMPENSATION

12.111.1 The Manager of Finance & Administration with notarization qualification to be compensated \$100.00 per pay period

13.12. UNIFORMS

12.1 Positions required to wear class B uniforms will be provided a Uniform Allowance up to \$600.00 each fiscal year. The value of the uniform provided is reported to CalPERS as compensation subject to retirement contributions for employees in classic retirement tiers (not PEPRA).

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Rancho Santa Fe Fire Protection District on December 1July 149, 20223, by the following vote:

Ashcraft, Hillgren, Malin, Stine, Tanner
None
None
None

James H. Ashcraft President

ATTEST:

Alicea Caccavo Clerk of the Board Formatted: Indent: Left: 0.44", Hanging: 0.38"