



**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

April 11, 2012
Regular Meeting – 1:00 pm

RULES FOR ADDRESSING BOARD OF DIRECTORS

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

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

NOTE: Meeting will convene at 1pm at 18040 Calle Ambiente, Rancho Santa Fe for the Pledge of Allegiance, Roll Call and Special Presentations.

Pledge of Allegiance

1. Roll Call

2. Special Presentations

a. Badge Presentations

Presentation of Fire District Badges by Fire Chief Michel will be presented to:

- Chris Galindo, Battalion Chief
- Marshall Jordan, Captain
- Mike Hernandez, Engineer
- Renee Hill, Deputy Fire Marshal

NOTE: At the conclusion of Special Presentations, there will be a short recess. The meeting will reconvene at 18027 Calle Ambiente, Rancho Santa Fe for the remainder of the business meeting.

3. Public Comment

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

All items listed on the Consent Calendar is 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.

5. Consent Calendar

a. Board of Directors Minutes

- i) Board of Directors minutes of March 14, 2012

ACTION REQUESTED: **Approve**

b. Receive and File

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

(1) List of Demands

Check 22686 thru 22780 for the period March 1 – 31, 2012 totaling: \$ 612,423.19

Payroll for the period March 1 – 31, 2012 \$ 437,576.90

TOTAL DISTRIBUTION \$1,050,000.09

(2) Activity Reports – March 2012

- Operations
- Training
- Fire Prevention
- Fairbanks Ranch Station Replacement
 - Construction Change Orders

(3) District Articles

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

- None

6. Oral Report

a. Fire Chief – Michel

- i) Fairbanks Ranch Replacement Fire Station – Update

(1) Station Dedication – determine date

- ii) Cooperative efforts

- iii) District Activities

b. Operations – Deputy Chief Ward

c. Training – Battalion Chief Davidson

d. Fire Prevention – Deputy Fire Marshal

e. Administrative Manager – Rannals

f. Board of Directors

- i) North County Dispatch JPA – Update

- ii) County Service Area – 17 – Update

- iii) Comments

7. Old Business

a. CSA-17 Advisory Board Representative – Alternate

- i) To discuss the interpretation of the open meeting laws with a majority of board members that attends and speaks at an open and publicized meeting conducted by another organization.

- ii) Determine the need for an alternate representative

ACTION REQUESTED: Information and to formalize the alternate board representative, if determined

8. New Business

a. Ad Hoc Committee Appointment - Audit

To discuss the auditor's required communication to the Board of Directors and appoint two board members to serve on the District's FY12 Audit Ad hoc Committee.

ACTION REQUESTED: **Appoint ad hoc committee**

- b. Renewal Hazard Abatement Sole Source Contractor Service Agreement
To discuss and approve the option of a one year extension with California Tree Service, Inc. [Staff Report 12-06](#)
ACTION REQUESTED: **Approve and authorize Fire Chief to execute the agreement**
- c. Fire Wellness Program – Option to Renew Contract
To discuss and/or approve the option to renew the contract with the Fire Wellness Program and San Diego Sports Medicine and Family Health Center [Staff Report 12-07](#)
ACTION REQUESTED: **Approve and authorize Fire Chief to execute the agreement**

9. Resolution/Ordinance

- a. Resolution No. 2012-05
To adopt Resolution No. 2012-05 *entitled* a Resolution of the Board of Directors of the Rancho Santa Fe Fire Protection District Appointing and Authorizing Designated Personnel to Sign Warrant Orders and Payroll Claims (Checks)
ACTION REQUESTED: **Adopt**
- b. Resolution No. 2012-06
To adopt Resolution No. 2012-06 *entitled* a Resolution Authorizing an Amendment to the Contract between the Board of Administration California Public Employees' Retirement System and the Board of Directors Rancho Santa Fe Fire Protection District
ACTION REQUESTED: **Adopt and authorize President to execute the amendment**
- c. Resolution No. 2012-07
To adopt Resolution No. 2012-0 *entitled* a Rancho Santa Fe Fire Protection District Commendation for Daniel E. Carey
ACTION REQUESTED: **Adopt**

10. Closed Session

- a. With respect to every item of business to be discussed in closed session pursuant to Section 54956.8:
CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Property: El Fuego
Agency Negotiator: Director John Tanner, Chief Tony Michel
Negotiating Parties: North County Dispatch Joint Powers Authority ([Correspondence included](#))
Under Negotiation: Instruction to negotiator concerning price and term
- b. With respect to every item of business to be discussed in closed session pursuant to Section 54957.6
CONFERENCE WITH LABOR NEGOTIATORS
Agency Negotiators: Jim Ashcraft, Randy Malin, and assigned Staff
Unrepresented Employees: Fire Chief; Battalion Chief (4); Administrative Manager
Under Negotiation: A successor Compensation Resolution

11. Adjournment

RANCHO SANTA FE FIRE PROTECTION DISTRICT
Board of Directors Regular Meeting – Agenda
Wednesday, April 11, 2012 1:00 pm PDT

CERTIFICATION OF POSTING

I certify that on April 6, 2012 a copy of the foregoing agenda was posted on the District's website and near the regular meeting place of the Board of Directors of Rancho Santa Fe Fire Protection District, said time being at least 72 hours in advance of the meeting of the Board of Directors (Government Code Section 54954.2)

Executed at Rancho Santa Fe, California on April 6, 2012

Karlana Rannals

Karlana Rannals
Board Clerk



**RANCHO SANTA FE FIRE PROTECTION DISTRICT
REGUL MEETING BOARD OF DIRECTORS
MINUTES – March 14, 2012**

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

Pledge of Allegiance

Captain Chris Galindo led the assembly in the *Pledge of Allegiance*.

1. Roll Call

Directors Present: Ashcraft, Hickerson, Malin, Tanner

Directors Absent: Hillgren

Staff Present: Tony Michel, Fire Chief; Darrin Ward, Deputy Chief; Dismas Abelman, Deputy Chief; Jim Sturtevant, Battalion Chief; Bret Davidson, Battalion Chief; Renee Hill, Fire Prevention Specialist; Chris Galindo, Administrative Captain; and Karlana Rannals, Board Clerk

2. Public Comment

No one requested to speak to the Board.

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

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

4. Consent Calendar

MOTION BY DIRECTOR HICKERSON, SECOND BY DIRECTOR MALIN, CARRIED 4 AYES; 0 NOES; 1 ABSENT; 0 ABSTAIN to approve the Consent Calendar as submitted.

a. *Board of Directors Minutes*

MOTION BY DIRECTOR HICKERSON, SECOND BY DIRECTOR MALIN, CARRIED 4 AYES; 0 NOES; 1 ABSENT; 0 ABSTAIN to approve the following:

Board of Directors minutes of February 8, 2012

b. *Receive and File*

MOTION BY DIRECTOR HICKERSON, SECOND BY DIRECTOR MALIN, CARRIED 4 AYES; 0 NOES; 1 ABSENT; 0 ABSTAIN to and file:

i) Monthly/Quarterly Reports

(1) List of Demands

Check 22506 thru 22685 for the period February 1 – 29, 2012 totaling:	\$ 769,771.93
Payroll for the period February 1 – 29, 2012	<u>\$ 404,982.82</u>
	\$1,174,754.75

(2) Activity Reports – February 2012

- Fire Prevention
- Operations
- Training
- Fairbanks Ranch Station Replacement
 - Construction Change Orders

(3) District Articles

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

- Elfin Forest/Harmony Grove Fire Department, Inc.
- William D. Cameron

(5) Agreement to Purchase Fuel from SoCo Group

MOTION BY DIRECTOR HICKERSON, SECOND BY DIRECTOR MALIN, CARRIED 4 AYES; 0 NOES; 1 ABSENT; 0 ABSTAIN to authorize the Fire Chief to execute agreement that allows the District to continue to purchase gasoline and diesel fuel from the SoCo Group.

5. Oral Report

a. *Fire Chief – Michel*

- i) Fairbanks Ranch Replacement Fire Station – Update: Captain Galindo reported that a substantial notice of completion was issued March 8. To date, no additional change orders were issued. Chief Michel and Captain Galindo met with the construction company regional manager to discuss the completion of the project, and discussed their concerns to resolve any of the legal disputes, including the stop notices issued. The Board deferred the discussion to select a date for the Fairbanks station dedication, until all members were present.
- ii) CPR Class: Chief Michel reminded the board that a CPR class was planned for March 20, 2012 beginning at 5:30 pm.
- iii) Contaminated Soil – Update: He reported that during the week of March 5, the San Diego Regional Water Quality Control Board notified him that the case regarding the District’s contaminated soil was once again closed. The consultant (Ninyo & Moore) will submit a petition to try to recover additional monies spent on testing.
- iv) Cooperative efforts: the leadership and chief officers met again March 6, 2012 to continue the discussions for additional opportunities. The next goal is to reconvene the governance subcommittee for an update.
- v) District Activities
 - (1) San Diego County Fire Authority Deployment Study: he attended the informational meeting with other fire districts and volunteer fire agencies that discussed the deployment study, prepared by the consultant Citygate. The consultant will compile a report from the comments from the meeting.
 - (2) 4S Ranch Pancake Breakfast – April 7, 2012: he invited board members to attend the community breakfast.
 - (3) Promotion: he informed the board that promotions were offered to the following members of the District effective March 16, 2012:
 - Battalion Chief – Chris Galindo
 - Captain – Marshall Jordan
 - Engineer – Mike Hernandez
 - Deputy Fire Marshal – Renee Hill

b. *Operations – Chief Ward*

- i) Chief Ward reported 181 calls for service the previous month. He summarized the following significant calls that District personnel responded to:
 - (1) Fire loss with a minimum amount of damage was caused by
 - Floor heater; electrical malfunction in an outdoor barbeque
 - (2) Distributed a monthly weather outlook for March
 - (3) There is an agreement on the Encinitas side with the Bridges secondary access project.

c. *Training – Battalion Chief Davidson*

- i) Chief Davidson summarized the following training activity for all personnel:
- (1) Multi-Casualty Incident (MCI) training
 - (2) Blue Card Simulator Training – training led by former Phoenix Fire Chief Allan Brunacinni. All Battalion Chief Officers completed the class.
 - (3) SoCal Training Officers sponsored a speaker on lessons learned from Haiti and Japan

d. *Fire Prevention – Deputy Fire Marshal*

- i) Fire Prevention Specialist Renee Hill summarized the staff activity:
- (1) New construction: approximately 26,000 square feet reviewed
 - (2) The upsized hydrogen tank project was finalized in the 4S Ranch area
 - (3) Weed abatement: to date, notices continue to be sent and four were forced abated. Annual weed abatement letters will be sent in the starting in May
 - (4) Julie Taber is completing the pizza parties as a result of the coloring contest

e. *Administrative Manager – Rannals*

- i) She reminded the board members of the annual appreciation dinner sponsored by Rancho Santa Fe Rotary on Thursday, April 5th.

f. *Board of Directors*

- i) North County Dispatch JPA – Update: meeting held February 23, 2012. The Board of Directors was provided an update on the sharing of resources with Heartland Fire Communications. They are also looking at the cost of an outside accounting resource.

- ii) County Service Area – 17 – Update: Hickerson: no report.

- iii) Comments

Malin:

- Commented on the new firefighter contract with the City of Encinitas
- He asked a question about the effect of a revised discount rate from CalPERS. Ms. Rannals provided an analysis showing an estimated “additional” cost for retirement to the District if the rate went from 7.75% to 7.50% and 7.25%. She informed the Board that the CalPERS Board of Directors voted to move the rate from 7.75% to 7.50%. This will affect the employer rate beginning with FY14.

Tanner:

- Spoke of the dying oleanders from a disease. The CSD is addressing the issue.

Ashcraft:

- Congratulated the staff members on their promotions

6. Old Business

- a. None

7. New Business

- a. Appoint Representative for Lease Negotiations

Chief Michel informed the Board that North County Dispatch JPA has notified his of their interest to lease additional office space. The JPA has appointed two Chiefs to negotiate a lease agreement. He suggested Director Tanner and himself as the District representatives. By consensus of the Board, President Ashcraft appointed an ad hoc committee of Director Tanner and Chief Michel to represent the District for a lease agreement with North County Dispatch JPA.

8. Resolution/Ordinance

a. Resolution No. 2012-02

Ms. Rannals informed the Board that the resolution presented is requested for adoption to confirm the recently negotiated Memorandum of Understanding with the termination date of December 31, 2012.

MOTION BY DIRECTOR MALIN, SECOND BY DIRECTOR HICKERSON, and APPROVED Resolution No. 2012-02 *entitled* a resolution of the Board of Directors of the Rancho Santa Fe Fire Protection District adopting a Memorandum of Understanding between the Rancho Santa Fe Fire Protection District and the Rancho Santa Fe Employees Association on a roll call vote:

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

b. Resolution No. 2012-03

Ms. Rannals informed the Board that the District must update its resolution annually to participate in the Fire Mitigation Fee Fund program administered by the County of San Diego. She reported that the fee set by the County of San Diego Board of Supervisors is expected to remain the same for next fiscal year, 46 cents per square foot for new construction.

MOTION BY DIRECTOR MALIN, SECOND BY DIRECTOR TANNER, and ADOPTED Resolution No. 2012-03 *entitled* a *Resolution of the Board of Directors of the Rancho Santa Fe Fire Protection District to participate in the San Diego County Fire Mitigation Fee Program* on the following roll call vote:

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

c. Resolution No. 2012-04

Ms. Rannals informed the summarized the staff report provided. The contract change is a result of successful negotiations with the Districts bargaining groups to establish a second tier retirement plan. The required process from CalPERS is for the Board of Directors to adopt Resolution No. 2012-04 - *Resolution of Intention* authorizing the amendments and disclosing the cost of this change. Government Code Section 7507 requires that the future annual costs or benefit change of the proposed contract be made public; therefore, the following rates identified in the amendment actuarial valuation for the adoption of this plan amendment are:

Local Miscellaneous - Section 21354.4 (2.5% @ 55 Full Formula) and Section 20037 (Three-Year Final Compensation): the employer contribution rate will be 12.749% of reportable earnings for local miscellaneous members entering membership for the first time in the miscellaneous classification after the effective date of the amendment to contract.

Local Safety - Section 21363.1 (3% @ 55 Full Formula) and Section 20037 (Three-Year Final Compensation)The employer contribution rate will be 20.308% of reportable earnings for local safety members entering membership for the first time in the safety classification after the effective date of this amendment to contract.

Ms. Rannals recommended the following:

1. Adopt Resolution No. 2012-04 and authorize the Board Clerk to certify the governing body's action
2. Request CalPERS provide a final Resolution of Adoption
3. Schedule Adoption of Final Resolution pursuant to Government Code Section 20471 (*which states there must be a 20-day period between the adoption of the Resolution of Intention and the adoption of the final Resolution.*)

MOTION BY DIRECTOR MALIN, SECOND BY DIRECTOR TANNER, to accept staff's recommendations and

1. Adopt Resolution No. 2012-04 entitled a *Resolution of Intention to Approve an Amendment to Contract between the Board of Administration California Public Employees Retirement System and the Board of Directors Rancho Santa Fe Fire Protection District;*
2. Request CalPERS provide a final Resolution of Adoption; and
3. Pursuant to Government Code Section 20471, schedule adoption of final resolution for April 11, 2012

The motion was approved on the following roll call vote:

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

Ten-minute recess

9. Closed Session

Pursuant to section 54956.8 and 54957.6, the board met in closed session from 2:25 – 3:15 pm to discuss the following:

a. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Property: El Fuego

Agency Negotiator(s): Chief Michel, Director Tanner

Negotiating Parties: North County Dispatch Joint Powers Authority

Under Negotiation: Instruction to negotiator concerning price and term

All board members listed and Chief Michel attended the closed session.

b. CONFERENCE WITH LABOR NEGOTIATORS

Agency Negotiators: Jim Ashcraft, Randy Malin, and assigned Staff

Unrepresented Employees: Fire Chief; Battalion Chief (4); Administrative Manager

Under Negotiation: A successor Memorandum of Understanding/Compensation Resolution

All board members listed and Chief Michel attended the closed session.

Upon reconvening to open session, President Ashcraft that the matters listed was discussed with no action taken by the Board of Directors.

10. Adjournment

Meeting adjourned at 3:17 pm.

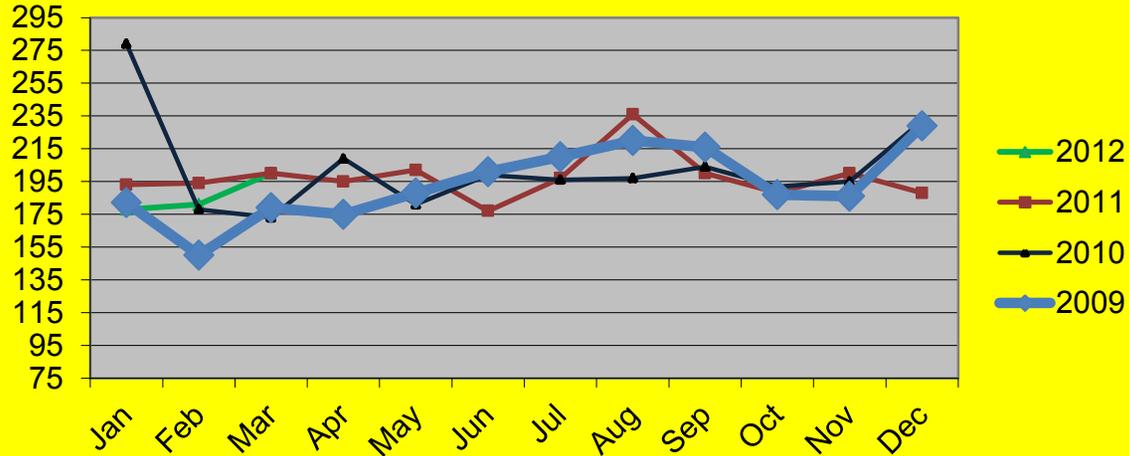
Check #	Amount	Vendor	Purpose
22686	\$845.50	Accme Janitorial Service Inc	Building Monthly Service Contract
22687	\$116.21	AT&T	Telephone
22688	\$1,872.49	AT&T Calnet 2	Telephone
22690	\$1,081.84	Blend	Outside Printing & Binding
22691	\$741.50	C.A.P.F.	Disability/Life Insurance
22692	\$2,295.33	Complete Office of California Inc	Equipment - Minor/Office Supplies
22693	\$95.00	COR Security Inc	FBR #3 Replacement
22694	\$2,279.00	County of SD/RCS	800 MHz Network Admin Fees
22696	\$1,373.85	Direct Energy Business - Dallas	Elec/Gas/Propane
22697	\$373.79	Escondido Cycle Center Inc	Fleet Equipment Maintenance/Repair
22698	\$587.70	Fire ETC Inc	Apparatus Repair
22699	\$936.89	Fitch Law Firm Inc	Legal Services
22700	\$160.00	Government Finance Officers Association	Association Dues
22701	\$3,148.23	Guardian Life Insurance Co	Dental Insurance
22702	\$68,157.59	Health Net	Medical Insurance
22703	\$2,760.47	Home Depot, Inc	Station Maintenance /Electrical/Training Equipment-Supplies
22704	\$607.30	HSBC Business Solutions	Janitorial Supplies
22705	\$455.00	K & K Coatings	Building Maintenance/Repair
22706	\$7.72	Life-Assist Inc	Med Supplies
22708	\$106.38	Metro Fire & Safety Inc	Fleet Equipment Maintenance/Repair
22709	\$108.22	Napa Auto Parts Inc	Apparatus Parts & Supplies
22710	\$16,455.33	North County EVS Inc	Apparatus Scheduled Maintenance/Repair
22711	\$963.89	Olivenhain Municipal Water District	Water
22712	\$1,485.00	On-Call Computer Services	Consulting Services - Payroll/Fire Prevention Programs
22713	\$2,640.00	Park Young Inc	Fairbanks Replacement - Furnishings
22714	\$419,892.09	PERS	PERS (Employer Paid) - 3 months
22715	\$465.00	Power Plus!	FBR #3 Replacement
22717	\$443.70	Rannals, Karlena	Awards/Proclamations (Reimbursement Annual Dinner)
22718	\$75.00	RSFPFA	Firefighters Assn.
22719	\$5,162.38	San Diego Gas & Electric	FBR #3 Replacement
22720	\$700.00	Santa Fe Irrigation District	Rebill JPA (parking)
22722	\$367.00	Shore, Stuart W.	Suppression - Local Conf/Seminars Reimbursement
22723	\$34.91	Staples Advantage	Office Supplies

Check #	Amount	Vendor	Purpose
22725	\$323.23	Sturtevant, James F.	Homeland Security Grant - 2009 - Reimbursement
22726	\$834.49	TelePacific Communications	Telephone
22727	\$250.00	Terminix International	Building Monthly Service Contract
22728	\$5,425.74	The SoCo Group Inc	Gasoline & Diesel Fuel
22729	\$74.60	U P S	Shipping Service
22730	\$8,429.02	U S Bank Corporate Payment System	Cal-Card./IMPAC program
22731	\$1,710.29	Verizon Wireless	MDT Broadband + ATN Line/Telephone - Cellular/parts
22732	\$797.06	Waste Management Inc	Trash Disposal
22733	\$193.83	Willis, Erwin L.	Computer Equipment/Parts/Office Supplies Reimbursement
22734	\$5,500.00	WinTech Computer Services	Consulting Services
22735	\$1,500.00	Arnold A Lewin	Consulting Services (CERT - 6 months)
22736	\$585.47	AT&T Calnet 2	Telephone
22737	\$165.00	Costco Inc.	Association Dues
22739	\$468.69	Dell Marketing	Computer Equipment/Parts
22740	\$2,807.00	Design Space Modular Buildings Inc	FBR #3 Replacement
22741	\$89.99	Directv	FBR #3 Replacement
22742	\$948.75	Engineered Mechanical Services Inc	Building Maintenance/Repair
22743	\$134.15	Fire ETC Inc	Uniform - Safety Personnel
22744	\$370.00	Fritchle, Nathan	CSA-17 - Supplies/Certification Reimbursement
22745	\$198.98	Life-Assist Inc	CSA-17 - Supplies
22746	\$182.00	Ligtenberg, Ray	CSA-17 - Supplies Reimbursement
22747	\$106.38	Metro Fire & Safety Inc	Extinguishers
22748	\$1,637.29	Michel, Tony J	Medical Reimbursement/Office Supplies Reimbursement
22750	\$152.58	North County EVS Inc	Apparatus Repair
22751	\$2,106.00	PERS	PERS (Employer Paid)
22752	\$1,424.73	San Diego Gas & Electric	Elec/Gas/Propane
22753	\$700.00	Santa Fe Irrigation District	Rebill JPA (parking)
22754	\$89.50	Savmart Pharmaceutical Service	CSA-17 - Supplies
22755	\$2,807.60	Suburban Propane	Training - Equipment/Supplies
22756	\$586.25	The Lincoln National Life Ins Co	Disability/Life Insurance
22757	\$4,429.28	The SoCo Group Inc	Gasoline & Diesel Fuel
22758	\$12.00	U P S	Shipping Service
22759	\$434.00	Vortex Industries, Inc.	Building (Repair of Gate)

Check #	Amount	Vendor	Purpose
22760	\$575.00	A to Z Plumbing Inc	Building Maintenance/Repair
22761	\$312.65	Allstar Fresh Water Systems Inc	Station Maintenance
22762	\$125.55	AT&T	Telephone
22763	\$129.95	AT&T	Telephone
22764	\$258.30	AT&T Calnet 2	Telephone
22765	\$381.16	Blend	Outside Printing & Binding
22766	\$877.50	C.A.P.F.	Disability/Life Insurance
22767	\$7,110.00	Cielo Village LLC	Cielo HOA Fees
22768	\$35.56	COR Security Inc	Station Replacement
22769	\$1,254.89	Direct Energy Business - Dallas	Elec/Gas/Propane
22770	\$304.64	HSBC Business Solutions	Janitorial Supplies
22771	\$4,321.33	L N Curtis & Sons Inc	Safety Clothing
22772	\$617.50	Lynx Technologies Inc	Mapping Services (ERM)
22773	\$635.00	Park, Mike	Station Maintenance
22774	\$3,197.06	North County EVS Inc	Apparatus Repair
22775	\$25.00	RSFPFA	Firefighters Assn.
22776	\$626.25	Sam's Boot and Shoe Repair	Boots Safety
22778	\$244.00	Terminix International	Building Monthly Service Contract
22779	\$14.26	U P S	Shipping Service
22780	\$1,625.80	Verizon Wireless	MDT Broadband + ATN Line/Telephone - Cellular
Various	7483.58	Various	Medical Reimbursement
Sub-total	\$612,423.19		
15-Mar-12	\$225,833.04	Rancho Santa Fe Fire PD	Payrol
31-Mar-12	\$211,743.86	Rancho Santa Fe Fire PD	Payrol
sub-total	\$437,576.90		
Grand Total	\$1,050,000.09		

March 2012 Operations Report
Rancho Santa Fe Fire Protection District
Incident Response Report

Four Year Monthly Response Comparison



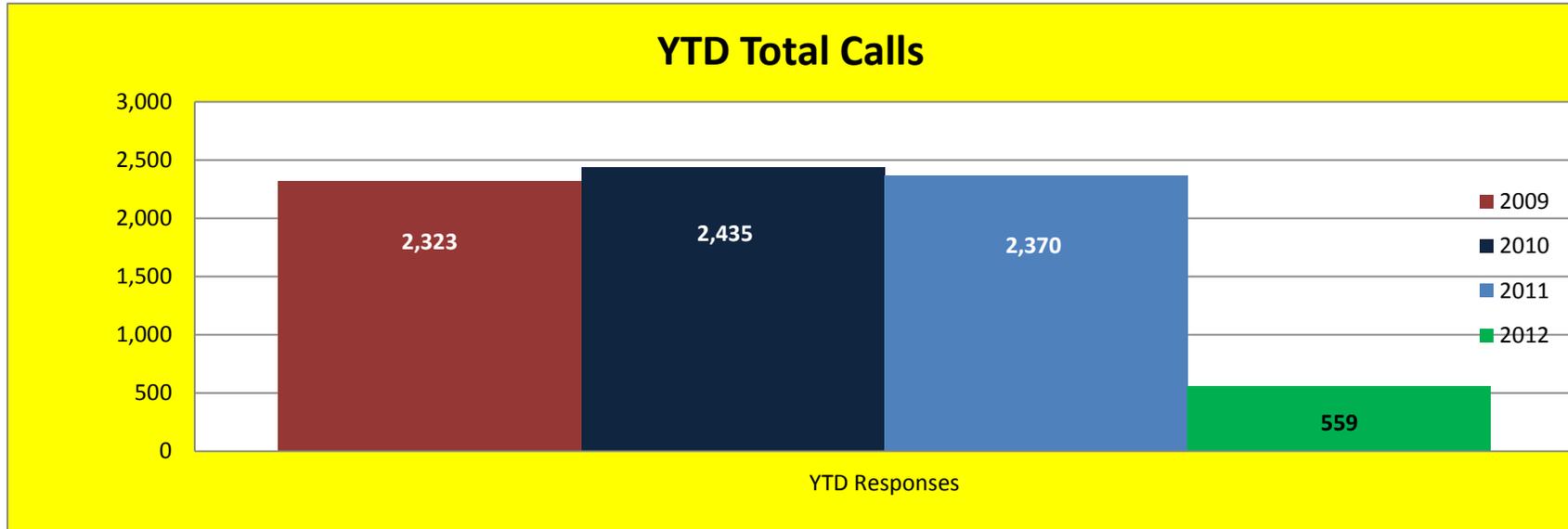
2012	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD Responses
Responses	178	181	200										559
YTD	178	359	559	559	559	559	559	559	559	559	559	559	-4.77%

2011	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD Responses
Responses	193	194	200	195	202	177	197	236	200	188	200	188	2,370
YTD	193	387	587	782	984	1,161	1,358	1,594	1,794	1,982	2,182	2,370	2.6% decrease

2010	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD Responses
Responses	279	178	173	209	181	199	196	197	204	192	195	232	2,435
YTD	279	457	630	839	1,020	1,219	1,415	1,612	1,816	2,008	2,203	2,435	4.7% increase

2009	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD Responses
Responses	182	150	179	175	188	201	210	220	216	187	186	229	2,323
YTD	182	332	511	686	874	1,075	1,285	1,505	1,721	1,908	2,094	2,323	Master Agenda Page 13 of 66

Rancho Santa Fe Fire Protection District
Incident Response Report



Incident Summary by Incident Type

Date Range: From 3/1/2012 To 3/31/2012

Incident Type(s) Selected: All

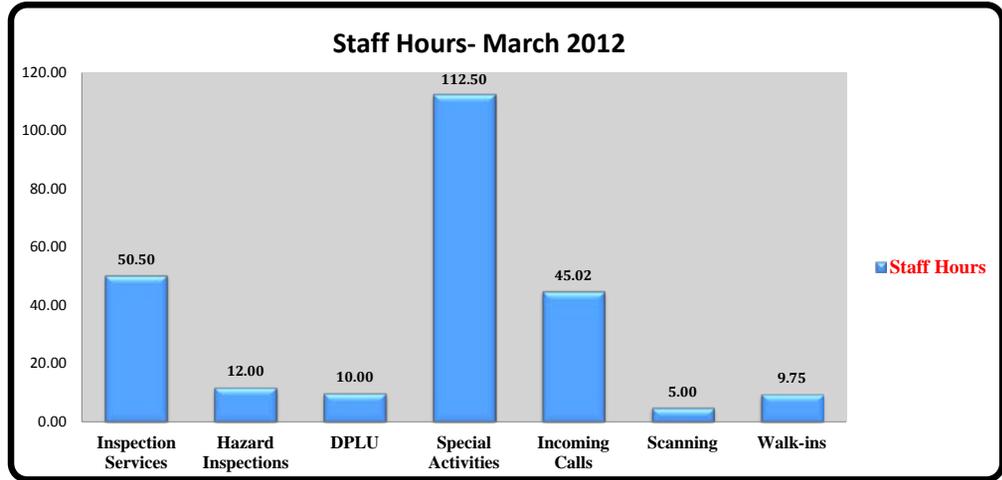
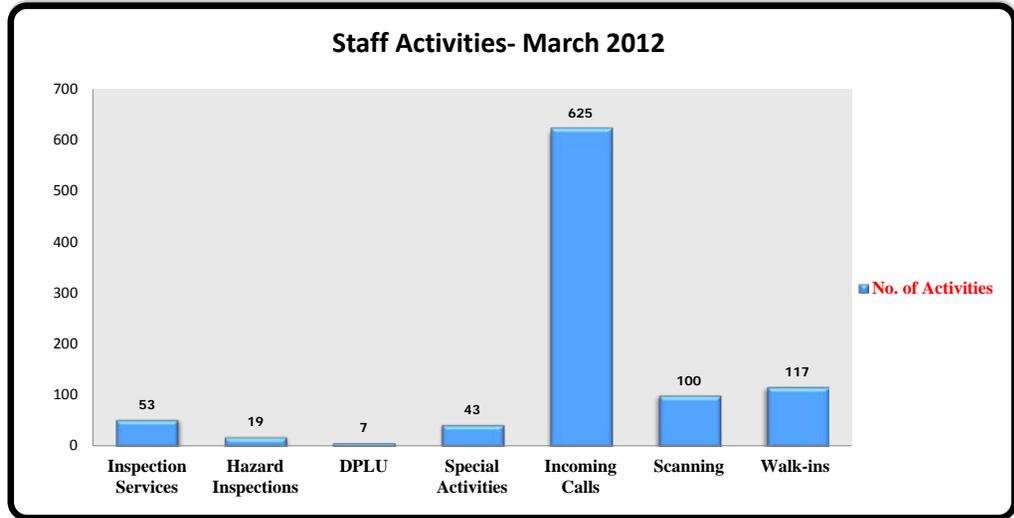
Incident Type	Incident Count	Used in Ave. Resp.	Average Response Time hh:mm:ss	Total Loss	Total Value
Fire	7	5	00:06:56	\$106,850.00	\$2,104,350.00
EMS/Rescue	98	91	00:05:43	\$0.00	\$0.00
Hazardous Condition	2	2	00:07:16	\$0.00	\$0.00
Service Call	29	4	00:06:38	\$0.00	\$0.00
Good Intent	46	2	00:03:55	\$0.00	\$0.00
False Call	18	16	00:06:21	\$0.00	\$0.00
Blank or Invalid	10	0		\$0.00	\$0.00
Totals	210	120		\$106,850.00	\$2,104,350.00

Note: The incident count used in averages does not include the following:
Not Completed incidents, Mutual Aid Given, Other Aid Given, Cancelled in Route, Not Priority, Fill-In Standby, No Arrival and Invalid Dates/Times.

March 2012

March 2012							April 2012						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3	1	2	3	4	5	6	7
4	5	6	7	8	9	10	8	9	10	11	12	13	14
11	12	13	14	15	16	17	15	16	17	18	19	20	21
18	19	20	21	22	23	24	22	23	24	25	26	27	28
25	26	27	28	29	30	31	29	30					

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Feb 26 - Mar 3	Feb 26	27	28	29	Mar 1	2	3
					8:00am 6:00pm Las Palomas Water Shut Down (Las Palomas) - 9:00am 12:00pm Firefigh- ter Bill of Rights Re- view (RSF Sta 1 Class)	C Shift 12:00pm 5:00pm 2632 Louis - Grant Smith	A Shift
Mar 4 - 10	4	5	6	7	8	9	10
	C Shift	A Shift 9:00am 12:00pm Eng C o Inspections (RSF1) - Greg D. Rainville	1:00pm 4:00pm Marco Garcia 3rd Quarter E 1:00pm 2:00pm ENC23 75/Tour (Station #5) 1:30pm 3:30pm Ida Fire PIA and 800Mhz an	City of Del Mar Weekly 10:00am 11:00am ENC 2375 (Station #5/To- ur) - Activity Calenda 5:00pm 9:30pm Night Drill Fire Control 4A	B Shift 9:00am 11:30am JPA C hiefs Recurring Mee- 5:00pm 9:30pm Night Drill Fire Control 4A 5:00pm 6:00pm E2511	8:30am 5:00pm 2314 In- spection (Shops) 3:00pm 4:30pm Solana Station Tour (Solana) 5:00pm 9:30pm Night Drill Fire Control 4A	B Shift
Mar 11 - 17	11	12	13	14	15	16	17
	C Shift	8:30am 5:00pm 2365 In- spection (City Shops) 8:30am 12:00pm appar- atus meeting (RSF 1) 9:00am 10:30am Storm 5:00pm 9:30pm Night	8:00am 6:00pm RSF W- ater Shutdown (La- 9:00am 10:30am Storm water Training (ENC 5:00pm 9:30pm Night Drill Fire Control 4A	City of Del Mar Weekly 9:00am 10:30am Storm water Training (ENC 9:00am 12:00pm Eng. 1:00pm 4:00pm 2411 or 5:00pm 9:30pm Night	8:00am 6:00pm Water Shut Down RSF (El Mirlo) - Michael J. G 8:00am 5:00pm RSF En- gineer Training (RSF) - Louis Marro	8:00am 5:00pm RSF En- gineer Training - Lo- uis (RSF 4) - Louis M arro	B Shift
Mar 18 - 24	18	19	20	21	22	23	24
	A Shift	8:00am 5:00pm RSF En- gineer Training - Lo- 10:30am 11:30am ENC2 375/Tour (Statioin#5) 1:00pm 5:00pm RSF En	Driver Operator 1A (Solana Beach Classroom) ACLS & BLS Recert (EN	ACLS & BLS Recert (EN City of Del Mar Weekly	ACLS & BLS Recert (EN 8:00am 8:30am New P- ager Cut Over - Mic- hael J. Gibbs	Truck Ventilation Train- 8:00am 9:00am ENC231 4/Jog-A-Thon Event (Flora Vista Elem.Sch 8:30am 12:00pm Tower Burn (RSF #2 Tower)	C Shift 9:00am 10:00am Safet- y Talk for the Library Guild (Library (2611 9:30am 10:30am E2311 Cub Scouts Pine Car
Mar 25 - 31	25	26	27	28	29	30	31
	A Shift	Truck Ventilation Train- 10:00am 11:00am Stati- on Tour (Station 2 - Rescheduled from Fe- bruary 1) - Julie E. Ta- ber	Truck Ventilation Train- 10:00am 11:00am Stati- on 2 Tour (RSF Sta. 2) - Mike M. Shore 10:00am 12:00pm Engi- neer's Test Meeting	City of Del Mar Weekly ENC Peirce Training (B 8:30am 11:30am FW: C aptains Meeting (RS 10:00am 11:00am ENC 2375 (Station #5/To	ENC Peirce Training (B 8:30am 12:00pm A shift Meeting (RSF Statio 11:00am 2:30pm RSF O- perations Meeting / 2:00pm 3:00pm Highwa	New Pierce training Sc- 9:00am 12:00pm Pulley Drill (SDFD Truck 4 9:30am 10:30am ENC23 75/Tour (Station #5) 11:30am 12:30pm Meet	A Shift

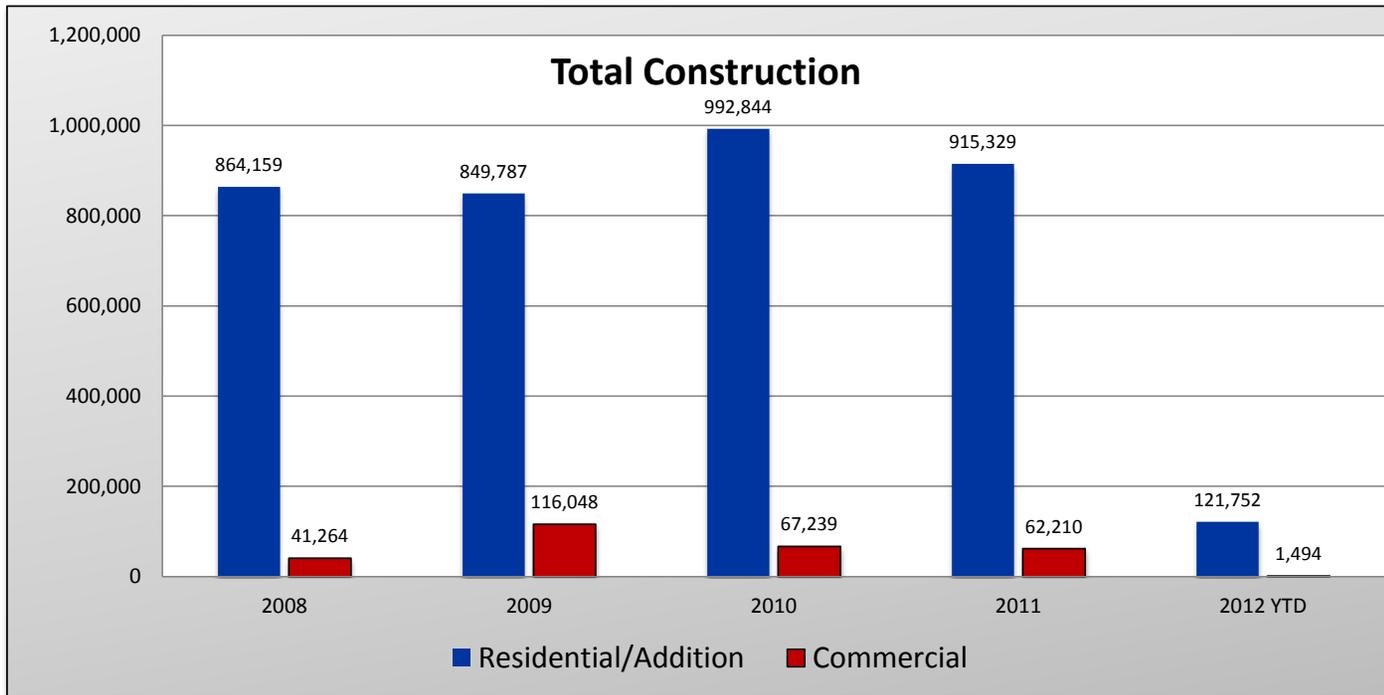


Comparison 2011/2012 Total Monthly Hours/Activities

2011	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
<i>Activities</i>	2557	2623	2121	1311	1437	2615	2264	1858	1461	1377	886	675
<i>Hours</i>	413.7	388.8	414.9	271.2	287.8	442.6	448.1	529.0	491.2	349.8	269.3	209.1

2012	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
<i>Activities</i>	954	833	948									
<i>Hours</i>	262.85	169.42	214.77									

NOTE: This summary report is not intended to capture all staff hours worked but only to illustrate activity.



Year	Res/Add	Comm	Total
2008	864,159	41,264	905,423
2009	849,787	116,048	965,835
2010	992,844	67,239	1,060,083
2011	915,329	62,210	977,539
2011 ytd	201,746	6,000	207,746
2012 ytd	121,752	1,494	123,246

Comparison 2011/2012 Total Square Footage

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2011	105,548	5,329	96,869	85,519	254,358	127,399	58,873	25,142	28,020	102,102	67,613	20,767
2012	32,208	25,725	65,313									

PLAN REVIEW

RESIDENTIAL PLAN REVIEWS		Number of Structures	Sq Footage
	Fire Marshal	0	0
	Fire Inspectors	9	41,526
	Urban Forester	5	22,695
TOTAL		14	64,221
RESIDENTIAL ADDITIONS		Original Sq Footage	Added Sq Footage
	Fire Marshal	0	0
	Fire Inspectors	7,003	1,092
	Urban Forester	0	0
TOTAL		7,003	1,092
COMMERCIAL PLAN REVIEWS		Number of Structures	Sq Footage
	Fire Marshal	0	0
	Urban Forester	0	0
	Fire Inspectors	0	0
TOTAL		0	0
TOTAL NEW CONSTRUCTION			Sq Footage
Based on permitted Sq footage		Total Added	65,313
FIRE SPRINKLER REVIEWS		Commercial	Residential
	Fire Marshal	0	0
	Fire Inspectors	4	7
	Urban Forester	0	0
TOTAL		4	7
TENANT IMPROVEMENTS		Number of Structures	Sq Footage
	Fire Marshal	0	0
	Fire Inspectors	2	1,270
	Urban Forester	0	0
TOTAL		2	1,270
LANDSCAPE REVIEWS		Number of Reviews	Staff Hours
	Urban Forester	24	20.0
	Fire Marshal	0	0.0
	Fire Inspectors	0	0.0
TOTAL		24	20.0

SERVICES PROVIDED- FIRE PREVENTION

DPLU -All Staff	Number	Staff Hours
Project Availability Forms	3	3.00
Administrative Review	1	1.00
CWPP/FPP	3	6.00
TOTAL	7	10.00
INSPECTION SERVICES- All Staff		
	Number of Inspections	Staff Hours
Hydros (Fire Sprinklers)	18	18.00
Finals (Structures)	26	26.50
Landscape	3	3.00
Reinspections	4	2.00
Knox/Strobe	2	1.00
TOTAL	53	50.50
HAZARD INSPECTIONS - All Staff		
	Number of Inspections	Staff Hours
Weed Abatement Inspection	5	4.50
Weed Abatement Reinspection	8	4.00
1st Notice	4	2.00
2nd Notice	1	0.50
Forced Abatement	1	1.00
TOTAL	19	12.00
GRADING -All Staff		
	Number of Inspections	Staff Hours
Plan Review	0	0.00
TOTAL	0	0.00

ADMINISTRATIVE SERVICES- FIRE PREVENTION

SPECIAL ACTIVITIES/EDUCATION-All Staff	Number	Staff Hours
Training Classes	13	54.00
Meetings	26	55.00
Supervision	3	2.00
Fuels Reduction	1	1.50
TOTAL	43	112.50
FIRE PREVENTION -All Staff	Number	Staff Hours
Incoming Phone Calls	625	45.02
Consultations	34	24.50
Plan Review	42	43.00
Scanning	100	5.00
TOTAL	801	117.52

ADMINISTRATIVE SERVICES- OFFICE SUPPORT

OFFICE COORDINATOR-PREVENTION	Number	Staff Hours
Phone Calls (All Administrative Staff)	507	25.35
Walk in/Counter (All Administrative Staff)	117	9.75
Knox Application Request	7	0.58
UPS Outgoing Shipments	2	0.17
Plan Accepted/Routed	42	7.00
Special Projects:	20	40.00
Scanning Documents/Electronic Files	100	5.00
Meetings: Admin/Prevention/Admin Shift	8	8.00
Post Office	26	13.00
Deposit runs and preparations	9	4.50
TOTAL	838	113.35

WEBSITE/INTERNET		Staff Hours
Update existing info & documents:		5.0
<i>Updated home page, news, etc</i>		5.0
New design progress:		14.0
<i>Page final touches</i>		2.0
<i>Grant</i>		12.0
Compile & write new information:		3.0
<i>Incidents, business opportunities, station bid</i>		1.0
<i>Grant</i>		2.0
Social Media		3.0
<i>Facebook "Fans" - 190, Post Views - 50, Total Reach - 464</i>		2.0
<i>Twitter "Follower" - 486</i>		1.0
TOTAL		25.0
PUBLICATIONS		Staff Hours
Design/write brochures, flyers, etc:		6.0
<i>Grant</i>		6.0
Fire Wire (quarterly):		0.0
<i>None this month</i>		
TOTAL		6.0
MEDIA RELATIONS		Staff Hours
On-scene Public Information Officer:		1.0
Press Releases:		2.0
<i>State fee (not yet sent)</i>		0.0
<i>Promotions</i>		2.0
Other Articles/Stories/Interviews:		2.0
TOTAL		5.0
EDUCATIONAL PROGRAMS/PRESENTATIONS		Staff Hours
Children's Programs		6.0
<i>Birthday parties - 0</i>		0.0
<i>Station Tour - 2</i>		2.0
<i>Science Discovery Day (Prep)</i>		1.0
<i>Pizza Party - 3</i>		3.0
Adult Programs:		1.0
<i>Fire Extinguisher Training</i>		1.0
TOTAL		7.0

EVENTS		Staff Hours
External/Community Events:		1.0
<i>Station 3 Grand Opening</i>		1.0
Internal Events:		0.0
TOTAL		1.0
CONTINUING EDUCATION		Staff Hours
Training Classes:		1.0
<i>Car Seat Recertification</i>		1.0
Conferences:		0.0
Meetings:		9.0
<i>Staff meetings</i>		4.0
<i>Captain's Meeting</i>		3.0
<i>Shift Meeting</i>		2.0
TOTAL		10.0
CLERICAL		Staff Hours
Prevention-related:		70.0
<i>Mailbox, email inbox, phone calls, news clips, etc.</i>		65.0
<i>Phone Calls - 30</i>		5.0
Meeting Minutes:		0.0
<i>Captain's meeting</i>		0.0
Non-prevention/non-minute related:		23.0
TOTAL		93.0
TOTAL HOURS		147.0

Fairbanks Ranch Station Change Orders

Date	Spec. #	Change Req. #	Change Order #	Description	Proposed Cost	Status	Approval By	Approved	Actual Cost
8/29/10	2660	920001	0.001	Rev. dble. chk. valve to compact style	\$0.00	Approved	Pavone	\$0.00	\$0.00
7/27/10	2225	920002	0.001	ASI-1, clarification only - no cost	\$0.00	Approved	Pavone	\$0.00	\$0.00
7/27/10		920003	0.001	ASI-2, grid line clarification - no cost	\$0.00	Approved	Pavone	\$0.00	\$0.00
7/27/10	16150	920004	0.001	Add louver @ fuel enclosure, per C. Hunter	\$2,534.00	Approved	Pavone	\$2,534.00	\$2,534.00
7/27/10	9930	920005	0.001	Corian solid color clarification - no cost	\$0.00	Approved	Pavone	\$0.00	\$0.00
8/6/10	15310	920006	Rejected	Add FDC to detector check assembly	not submitted	Rejected			\$0.00
8/29/10		920007	Rejected	Cut/Cap neighbor sewer line at main	\$2,821.01	Rejected			\$0.00
9/22/10	2730	920008	0.001	Install 24' C-900 pipe beneath culvert	\$693.78	Approved	Board	\$693.78	\$693.78
8/10/10	26000	920009		Redesign of U.G. work due to unknown	\$14,696.25	Submitted	Board	\$14,696.25	\$14,696.25
8/13/10	2275	920010	0.002	Add retaining wall area at shoring wall	\$19,636.82	Approved	Michel	\$19,636.82	\$19,636.82
8/13/10	2200	920011	0.006	Discovery of underground water line	\$3,909.22	Back Charge	Michel	\$3,909.22	\$3,909.22
9/14/10	2725	920012		Installation of (1) deep rock well - no cost	\$0.00	Approved	Pavone	\$0.00	\$0.00
9/14/10	2260	920013	0.005	Add 45 days and extended O/H as agreed	\$15,450.00	Approved	Board	\$15,540.00	\$15,540.00
1/18/11	15400	920014	0.004	Removal & disposal of abandoned pipe	\$3,153.36	Approved	Michel	\$3,153.36	\$3,153.36
1/31/11	26000	920015	0.006	Concrete cut off of existing headwall	\$1,305.68	Approved	Michel	\$1,305.88	\$1,305.88
		920016		Change in elevator power requirements	credit - TBD	Hold			\$0.00
	26000	920017		Repair broken SDG&E conduit in Roadway	not submitted	Hold			\$0.00
1/18/11	26000	920018	0.004	Costs for sewer repair per RSFCSD	\$4,488.16	Approved	Michel	\$4,488.16	\$4,488.16
	51000	920019		Revised gate post detail per RSFFPD req.	not submitted	Hold			\$0.00
2/7/11		920020	0.004	Add emergency eyewash station	\$1,637.56	Approved	Board	\$1,637.56	\$1,637.56
2/10/11	26000	920021	0.003	Underground utility installation revisions	\$55,433.47	Approved	Board	\$55,433.47	\$55,433.47
		920022		Terrazzo logo Asi per sub	not submitted	Hold			\$0.00
	26000	920023	0.008	Add AT&T pull box	\$2,538.59	Approved	Michel	\$2,538.59	\$2,538.59
3/31/11	92000	920024	0.006	Removal of dintel, north side of building	-\$2,545.00	Approved	Michel	-\$2,545.00	-\$2,545.00
3/31/11	33000	920025	0.006	Increase Bld. Footing 6" per plan change	\$4,901.37	Approved	Michel	\$4,901.37	\$4,901.37
5/10/11		920026		Electrical feed changes at a/c	not submitted	Hold			\$0.00
4/19/11	114500	920027	Chg. Dir. 0.001	Exterior Delta ASI #13 (Extractor)	-\$398.95	Approved	Michel	-\$398.95	-\$398.95
	71000	920028		Water proofing at laundry upstairs	\$1,800.00	Hold			
		920029	Rejected	Cut & patch gas line - SDG&E revised	rejected for rev.	Hold			\$0.00
9/27/11	61000	920030	10	Cantilever deck beam installation	\$11,914.00	Approved	Michel	\$11,914.00	\$11,914.00
4/25/10	51000	920031	0.008	Delete Photo Eye at Swing Gate	-\$765.00	Approved	Michel	-\$795.00	-\$795.00
		920032		Not Submitted					
12/5/11	76000	920033	10	Flashing fabrication and installation	\$1,364.00	Approved	Michel	\$1,364.00	\$1,364.00
5/1/11	81000	920034	Chg. Dir. 0.001	Capt. Office door change - work complete	\$1,863.98	Approved	Michel	\$1,863.98	\$2,087.28

Date	Spec. #	Change Req. #	Change Order #	Description	Proposed Cost	Status	Approval By	Approved	Actual Cost
6/14/11		920035	Chg. Dir. 0.001	Elect. Room 205 (new) layout	\$1,621.00	Approved	Michel	\$1,621.00	\$1,621.00
6/6/11	16000	920036	0.008	Added electrical per owners request	\$2,010.46	Approved	Michel	\$2,010.46	\$2,010.46
6/21/11	61000	920037	Chg. Dir. 0.001	Add shear panel at Grid 9 (RFI #38)	\$1,785.48	Approved	Michel	\$1,785.48	\$1,785.48
9/20/11	25000	920039	Chg. Dir. 0.001	Remove/Replace concrete curb	\$12,256.00	Approved	Michel	\$12,256.00	\$12,256.00
6/22/11		Per Agreement	0.007	Add 25 rain days; Add 10 E/OHD Bld. Perm.	\$7,500.00	Approved	Michel	\$7,500.00	\$7,500.00
7/27/11	25200	920040	C.O. Pending	County Street Improvements	\$26,281.00	Approved	Board	<i>Pending CO</i>	<i>Pending CO</i>
8/29/11	15400	920042	Chg. Dir. 0.001	ASI-21 Relocate Waster Plumbing	\$3,550.00	Approved	Michel	\$3,550.00	\$3,550.00
8/23/11	51000	920043	10	Hose drying rack alternate product	\$2,194.00	Approved	Michel	\$2,194.00	\$2,194.00
8/23/11	2510	920044	Chg. Dir. 0.001	Grading Revisions Per ASI-16 and 7 days	\$14,367.00	Approved	Michel	\$14,367.00	\$14,367.00
8/23/11	51000	920045	10	Weld Hangers to Flange Beam	\$1,948.00	Approved	Michel	\$1,948.00	\$1,948.00
8/23/11	9250	920046	Chg. Dir. 0.001	Inspection requested work	\$2,289.73	Approved	Michel	\$2,289.73	\$2,289.73
9/23/11		920051	Chg. Dir. 0.001	Credit for traffic Signal Deletion	-\$34,600.00	Approved	Michel	-\$34,600.00	-\$34,600.00
1/24/12	N/A	920054	C.O. Pending	Add rubber stair riser and tread	\$8,834.73	Approved	Michel	<i>Pending CO</i>	<i>Pending CO</i>
2/21/12	16750	920055	C.O. Pending	Credit for Tel / Data Revisions (R1)	-\$4,234.15	Approved	Michel	<i>Pending CO</i>	<i>Pending CO</i>
2/6/12	2225	920056	C.O. Pending	Credit for El Apajo Improvements	-\$2,075.97	Approved	Michel	<i>Pending CO</i>	<i>Pending CO</i>
3/8/12		920057	C.O. Pending	Monument sign revisions	\$2,930.00		Michel	<i>Pending CO</i>	<i>Pending CO</i>
Total		50			\$193,089.58				\$157,016.46

Revised April 3, 2012

Chg. Dir. 0.001 This Change Directive issued to Ledcor on 11/7 in place of Change Order No. 09

STAFF REPORT

NO. 12-06

TO: BOARD OF DIRECTORS
TONY MICHEL, FIRE CHIEF

FROM: CHRIS GALINDO, FIRE MARSHAL

SUBJECT: RENEWAL – HAZARD ABATEMENT
SOLE SOURCE CONTRACTOR SERVICE AGREEMENT

DATE: APRIL 6, 2012



RECOMMENDATION

Staff recommends that the Board authorize the Fire Chief (or his designee) to extend a one-year service agreement with California Tree Service, Inc. for the fire district's sole source forced abatement contractor of hazardous vegetation and rubbish.

BACKGROUND

In March 2005, the Board of Directors approved the concept for a sole source contractor for forced abatement of hazardous vegetation and rubbish within the Fire District. This contract enables the District to contract with a sole source contractor to force abate hazards when owners fail to bring their properties into compliance with adopted District ordinances 2004-02 and the California Health and Safety Code.

In May 2011, the Board approved and awarded the District's third sole source contract to *California Tree Service, Inc.* This contract included an agreement period of one-year and the option of (2), one-year extensions.

CURRENT SITUATION

Under the current contract with California Tree Service, the agreement is set to expire on April 15, 2012. California Tree Service, Inc. has proven to be a responsive contractor by completing work in a timely and professional manner.

STAFF REPORT

NO. 12-07

TO: BOARD OF DIRECTORS
FROM: TONY MICHEL, FIRE CHIEF
SUBJECT: RENEWAL OF THE WELLNESS PROGRAM CONTRACT
DATE: APRIL 5, 2012



RECOMMENDATION

Staff recommends that the Board authorize the Fire Chief to exercise the renewal options with San Diego Sports Medicine & Family Health Center for the Firefighter Fitness and Wellness Program.

BACKGROUND

In April 2007, the Board of Directors approved the Fire Chief to enter into a contract with the San Diego Firefighters Regional Wellness Center for the evaluation of the suppression personnel's overall health and fitness. The health and safety of our personnel was identified as a mission-critical priority in the Fire District's Strategic Plan. With over 50% of firefighter fatalities directly related to preventable illnesses such as heart disease, the District proposed to utilize the San Diego Firefighters Regional Wellness Center to provide a comprehensive wellness-fitness program.

The fitness and wellness program has contributed in creating a positive attitude towards health and wellness within the fire district. This program allows our firefighters to closely monitor their individual health and fitness levels and receive the appropriate medical guidance to maintain or improve their overall health. Additionally, the fitness and wellness program was instrumental in the early identification of a life-threatening cancer was in one of our employees.

In June 2010, the Fire Chief signed the current contract for the wellness program. The terms of the current contract was for one year with three additional one year options.

CURRENT SITUATION

After receiving the contract renewal notification, and consulting with legal counsel, it was discovered that the contract was not submitted for review and place on the agenda for board action. Although there was no formal action for the wellness program contract by the board, the program was identified and funded in the approved FY11 budget.

Staff continues to believe that the fitness and wellness program is a wise investment to improve employee health and welfare which will lead to the prevention of illness and injury, cost savings, and a healthier and more capable work force.

**AGREEMENT BETWEEN THE
RANCHO SANTA FE FIRE PROTECTION DISTRICT
AND SAN DIEGO SPORTS MEDICINE AND FAMILY
HEALTH CENTER
FOR WELLNESS PROGRAM SERVICES**

THIS AGREEMENT is made, entered into, and effective as of the latest date set forth on the signature page hereto, by and between the Rancho Santa Fe Fire Protection District (RSFFPD), with its principal place of business located at P.O. Box 410, Rancho Santa Fe, CA. 92067 and San Diego Sports Medicine & Family Health Center (SDSMFHC), A Medical Corporation, with its principal place of business located at 6699 Alvarado Road, Suite 101, San Diego, CA 92120.

RECITALS

WHEREAS, the RSFFPD will participate in the San Diego Firefighters Regional Wellness Program (SDFFRWP) which is in compliance with the International Association of Fire Fighters (IAFF) and the International Association of Fire Chiefs (IAFC) Health and Wellness Initiative guidelines; and

WHEREAS, the RSFFPD has determined SDSMFHC has the expertise, experience, and personnel necessary to provide Wellness Program services required by the RSFFPD and described in the IAFF/IAFC Fire Service Joint Labor Management Wellness-Fitness Initiative (IAFF, 1999, ISBN# 0-942920-36-8) (<http://www.iaff.org/safe/wellness2.html>). The program described in IAFF/IAFC Fire Service Joint Labor Management Wellness-Fitness Initiative (IAFF, 1999, ISBN# 0-942920-36-8) shall henceforth be described as the "Wellness Program" or "RSFFPD's Wellness Program"; and

WHEREAS, SDSMFHC desires to enter into a contractual relationship which makes SDSMFHC the health provider agency of the RSFFPD's Wellness Program;

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Section 1. Compensation.

1.1 The Rancho Santa Fe Fire Protection District and SDSMFHC agree to pay and bill respectively in accordance with the rates, fees and restrictions set forth in Item 1.2, 4.1, 4.2.9, 4.3, and 4.4 of this agreement.

1.2. SDSMFHC shall provide an invoice for services rendered during a calendar month to the RSFFPD by the 10th day of the next month. Services will be itemized, and presented in the following categories:

- 1.1.1. Clinical services
- 1.1.2. Consultation services

Section 2. Term.

2.1. Term. The term of this Agreement shall be for a period of one (1) year from the effective date hereof.

2.2. Options to Renew. By mutual consent, this agreement may be renewed for three (3) one (1) year options, each for a period of one (1) year after the expiration of the original term, or the preceding one-year option term. Each option term shall be renewed on the same terms as this Agreement, except that the rates in section 4.1, 4.29, 4.3 and 4.4 may be increased or decreased by mutual written agreement of the parties. Any rate changes shall be made at the time of exercise of the option, to take effect at the beginning of the new one year period unless otherwise agreed to in writing by the parties.

2.3. Exercise of Option to Renew. The Rancho Santa Fe Fire District shall give notice in writing of their intention to renew at least sixty (60) days prior to the expiration of the Agreement, or of the prior option term. If notice is provided by the RSFFPD to SDSMFHC, such notice shall be sent by mail addressed to:

Katie Rusk, Project Manager
San Diego Sports Medicine & Family Health Center
6699 Alvarado Road, Suite 101
San Diego, CA 92101

Section 3. RSFFPD Obligations.

3.1 Administration. The Chief of the RSFFPD or designated representative shall administer this Agreement on behalf of the RSFFPD and represent the RSFFPD in all matters pertaining to the Agreement.

Section 4. SDSMFHC Obligations.

4.1. Wellness Program Services. SDSMFHC agrees to provide services rendered at the location identified in Item 4.2 below, to RSFFPD employees participating in the Wellness Program (hereinafter "RSFFPD Employees"), at the fees for service identified in Item 4.3. SDSMFHC agrees to perform and/or

coordinate all services identified in the Fire Service Joint Management Wellness-Fitness Initiative. The five components are Medical, Fitness, Injury Prevention and Rehabilitation, Behavioral Health and Data Collection. SDSMFHC agrees to provide the following services and/or collection of information:

a. Prior to Medical Evaluation

SDSMFHC agrees to provide all the necessary forms, reports, and documentation for the requested information listed below:

- Introductory letter describing the Firefighter Initiative
- Health history/Lifestyle questionnaire
- Health risk assessment
- Exercise risk assessment
- Participant information
- HIPAA information and acknowledgment
- Nutrition and diet analysis
- Arbitration agreement
- Explanation of testing procedures
- Instructions for participation
- Laboratory requisition (participant will have labs drawn at least one week prior to evaluation)
- Respiratory fit clearance form
- Directions to facilities

SDSMFHC will coordinate and provide staff to have blood drawn for lab analysis at designated fire stations at least one week prior to the participants' Wellness evaluation. The cost of this mobile service is included in the package price for the Medical Fitness Evaluations listed in section 4.3.

b. Medical Evaluation

Each participant will receive the following evaluations and follow up at the SDFFRWP Wellness Center:

Vitals: height, weight, blood pressure, pulse, temperature and respirations
Complete hands-on physical examination by a Physician or Physicians Assistant (PA).

Blood profile including a CBC, chemistry panel and lipid panel.

TSH screening (cardiovascular risk screening) is optional and at an additional cost in accordance with the fee schedule.

Chest x-ray

Pulmonary Function Test, including lung volume and flow rate

12 lead EKG

Lifestyle Questionnaire and Nutritional Risk Assessment

Hearing and Vision screening

Cancer screening, as appropriate, at an additional cost, including PSA,

Hemocult, Pap Smear, Mammogram, CA-125.
DOT/DMV physical form

c. Fitness Evaluation

Maximal/Sub-Maximal (age determined) Exercise Test monitored by a
12 lead EKG

Body Composition

Abdominal Endurance Crunch Test

Push-up Evaluation of Upper Body Strength and Endurance

Grip Strength utilizing a hand dynamometer

Leg Strength using the Jackson Strength Evaluation System

Arm Strength using the Jackson Strength Evaluation System

Flexibility evaluation

In addition to the requested evaluations, assessment of low back muscular
endurance at initial fitness evaluation using the Biering-Sorensen
Test will be performed at no additional cost

d. Schedule for Medical and Fitness Evaluations

For each individual participating in the program:

45-60 minutes with Physician: physical exam, review labs and other test
results

45-60 minutes with Exercise Physiologist: treadmill test, exercise consult,
nutrition consult

45 minutes with Strength and Conditioning Personnel: strength, flexibility,
body composition

45 minutes with Medical Assistant: vitals, vision, blood draw, hearing,
pulmonary function, chest x-ray, review history and immunizations

e. Follow-up Consultation with Physician at time of initial appointment.

Follow-up on findings from annual examinations will be reviewed by the
physician at time of evaluation.

Abnormal findings on the annual physical will be addressed with specific
recommendations to control or remedy the abnormality, and with
recommendations for follow up or referral.

Referrals will be made as appropriate for non-service connected issues,
using the participants Primary Care Provider.

Clearance will be given by the Physician following a recommended
consult with an outside physician or after extended leave to determine
return to work status.

**f. Personalized feedback from Exercise Physiologist and Athletic
Trainer/Peer Fitness Trainer:**

Individual's level of fitness

Level of improvement since past assessments

Realistic evaluation of the individual's physical capacity to safely perform assigned jobs
Suggested exercise program
Comprehensive wellness/fitness program recommendations
Firefighter Physical Performance Standard Score
Physical Fitness Age Assessment
Orthopedic/Musculoskeletal Rehabilitation if needed.

g. Personalized written Health and Wellness Report

Each firefighter will receive an individual packet of the medical and fitness evaluation that outlines his/her results. The report will outline recommendations for each individual to improve and maintain fitness, as well as recommend treatment or follow up for any medical condition. Educational material regarding various health topics will be included in the packet.

h. Reporting and Recommendations

SDSMFHC agrees to incorporate the current criteria used in Respiratory Fitness Clearance and District of Motor Vehicles medical evaluations with regard to findings and risks. It is not the intention of the Wellness Program to re-define the existing fitness-for-duty criteria. Strict confidentiality and maintenance of records will be adhered to throughout any reporting and/or referral procedures.

Healthy and fit: Participants will be given recommendations to maintain and improve fitness and health.

Borderline result(s) demonstrating risk: Participant with borderline result(s) on any medical or fitness parameter will be given specific recommendations for follow-up or intervention and there will be voluntary consultation with Peer Fitness Program.

Significantly abnormal findings: Participant with abnormal findings will be given recommendations for follow-up or intervention. This individual will receive consultation with Athletic Trainer and/or Exercise Physiologist and encouraged to enroll in Peer Fitness Program. Referral and specialized services will be offered through sub-contracted arrangements and/or the participant's personal physician.

High risk with Abnormal results of medical or fitness evaluation placing firefighter, co-workers or public at risk: Physician will outline risks to participant. Participant will be taken off duty or given recommendation for alternative duty. Participant will receive individual counseling from Physician and appropriate referrals and recommendations will be made to reduce health risk. The same criteria used for Respiratory Fitness and DMV medical exams will be used for determination of being fit for duty.

i. Hazardous Materials Technician Physical

Some of the firefighters in the RSFFPD may be designated as Hazardous Materials Technicians. Their special requirements for a physical will include the following:

- * All of the components and procedures of the Respiratory Fit Evaluation
- * Blood testing consisting of CBC, chemistry panel and heavy metals (arsenic, mercury and lead) and archiving of the results on entrance into the Hazardous Materials Program.
- *Cholinesterase on a yearly basis.
- * Any additional blood testing required for specific or known exposure
- * EKG
- * Treadmill

j. Immunizations

SDFFRWP agrees to offer RSFFPD, at RSFFPD discretion, employees on-duty influenza immunization and PPD (Tuberculosis) testing at strategic locations throughout the RSFFPD, as identified by the RSFFPD and agreed upon with the Wellness Officer, and charged according to the fee schedule in 4.3. These services are mobilized and can accommodate 30 participants at one time. Each participant will complete a consent form describing risk and benefits of vaccines and PPD placement. Each participant will receive the immunization and/or PPD. A licensed individual will be present to administer or supervise administration of the immunization or PPD. The PPD will be read within 48 to 72 hours by a certified individual. Scheduling will be determined by the RSFFPD and agreed upon with the Wellness Officer.

k. Other Immunizations

All immunization records and history of immunizations (that Participants provide) will be kept in patients chart. Review of immunizations will be made at the time of Wellness physical or respiratory fit exam. Necessary immunizations including Hepatitis B will be given at that time and charged according to the fee schedule in 4.3. Additional immunizations as part of a series will be administered on an individual basis at the Wellness Center, per approval of the Operations Chief.

4.2. SDFFRWP Wellness Program Facilities.

4.2.1. Wellness Program Locations. SDFFRWP agrees to provide Wellness Program services to RSFFPD Employees at the following location:

SAN DIEGO FIREFIGHTERS REGIONAL WELLNESS CENTER

(Hosted by San Diego Sports Medicine and Family Health Center)
6699 Alvarado Road, Suite 101, San Diego, CA 92120

4.2.2. Staffing and Hours of Operation. SDSMFHC shall maintain a medical facility staffed by licensed physicians and technicians during business hours. In agreement with the Rancho Santa Fe Fire Protection District, SDSMFHC shall commit to the days and hours of operation to comply with the goals of the Wellness Program and the Wellness Initiative.

4.2.3. Priority Appointments. SDSMFHC shall maintain a licensed physician or physician assistant available to examine and treat RSFFPD Employees that have arrived for their appointment.

4.2.4. Medical Specialists. SDSMFHC shall have “on call” medical specialists to examine patients either at the facilities listed above or at the specialist’s office, for medical emergencies and follow-up care.

4.2.5. Medical Consultants. SDSMFHC shall maintain a list of medical specialty consultants for referral to RSFFPD Employees.

4.2.6. Other Medical Services. SDSMFHC shall provide radiological facilities on-site at the Wellness Center to facilitate comprehensive examinations.

4.2.7. Weekend and Evenings. The Wellness Center will not operate on weekends or evenings.

4.2.8. Cancelled/Delayed appointments. The RSFFPD is engaged in “All-Risk” emergency services, 24-hours a day. Due to unforeseen emergencies (fires, major incidents, disasters, etc.), it may be possible that an emergency crew and/or support personnel are otherwise engaged in emergency operations and unable to keep their appointment at the Wellness Center. All efforts will be made to provide personnel that are ready for their Wellness Center evaluation. The days of operation and the number of personnel to receive the services will be determined based on an annual schedule and the need of RSFFPD and will be in consultation with the Wellness Officer.

4.2.9. Vacancy Fee. Despite the best efforts of the RSFFPD and/or appointed personnel assisting in scheduling Wellness activities, there may be occurrence that scheduled RSFFPD employees are NOT present for evaluation. The Rancho Santa Fe Fire District will pay a vacancy fee of \$100 for any occurrence after two occurrences in any calendar month applicable only to days of operation.

4.3. Pricing of Services. The following prices have been established at the initiation of this agreement, and as referred in items 4.1, 4.3. The fees for all services excluding labs and vaccinations shall be increased at a rate of 5% of the cost from the prior fiscal year. Influenza Vaccinations, PPD testing and Labs will be priced based on the current market value.

CLINICAL SERVICES	COST
Medical Fitness Evaluation	\$1100.00 per participant
Administration	Included
Facilities and Maintenance	Included
DMV exam and paperwork only	\$100.00 per participant
Respiratory Fit Exam only	\$125.00 per participant
Hazardous Materials Technician Physical	\$660.00 per participant
Influenza Vaccinations	\$15.00 per participant*
PPD testing	\$18.00 per participant*
<u>Immunizations as Requested</u>	
Hepatitis A Vaccine	\$95 per participant*
Hepatitis B Vaccine	\$70.00 per participant*
Hepatitis B Titer	\$65.00 per participant*
Tetanus/Adacel	\$65.00 per participant*
Labs	COST
General Labs (No MedFit Eval)	\$40 per participant
Hearing (No MedFit Eval)	\$40 per participant
PSA	\$40 per participant
Hemocult	\$20 per participant
Pap Smear	\$75 per participant
Mammogram	\$175 per participant
CONSULTATION SERVICES	COST
Physician Consultation	\$300.00 per hour
Physical Therapy Consultation	\$100.00 per hour
LECTURE & WORKSHOP SERVICES	COST
Back Workshop	\$ 600.00 per lecture
Nutritional and health related lectures	\$200.00 per lecture to \$500.00 per lecture

* Fees may be adjusted during the term of this agreement based on changes in current market price and availability of the vaccines. The adjusted fee will be determined by the average price of the vaccine or PPD through other local providers, plus 10% for administration. The decision to provide these services rests with the RSFFPD.

4.3.1. Pre-Paid Fees for Services. Any pre-paid fees for service will be reimbursed back to the Rancho Santa Fe Fire Protection District upon disillusion of this agreement.

4.4. Safety/Preventive Services.

4.4.1. SDSMFHC agrees to make available consulting/training in the area of safety/prevention services at the following rates:

- a. Physician time billed at \$300 an hour.
- b. Non-physician time billed at \$100 an hour.

4.5. Prescriptions. It is not the intention of this Agreement or the Rancho Santa Fe Fire Protection District that medications shall be dispensed during the scope of the Wellness Program. If the consulting physician identifies a need to prescribe a medication, he/she can provide a prescription at no additional cost, until the employee can follow-up with his/her own physician, or make a referral to the employee's own physician. The Rancho Santa Fe Fire Protection District shall not reimburse either the employee or SDSMFHC for prescription or non-prescription medications.

4.6. Vision and Audiometric Examinations. SDSMFHC agrees to provide vision and audiometric examinations to RSFFPD Employees as referenced by guidelines published by the California District of Motor Vehicles (DMV).

4.7. Respiratory Examinations. SDSMFHC agrees to provide respiratory examinations to RSFFPD Employees as referenced by guidelines published by the Occupational Safety and Health Administration (OSHA).

4.8. Performance Standards. It is the intent of SDSMFHC and the Rancho Santa Fe Fire Protection District to provide quality medical care and other Wellness services for RSFFPD Employees. To maintain and improve the quality, access, availability, and cost-effectiveness of the services provided under this Agreement, SDSMFHC and the Rancho Santa Fe Fire District each agree to use their best efforts to develop means and standards for measuring the performance of RSFFPD under the Agreement, including, but not limited to the following:

4.8.1. Measurement of Key Performance Indicators, including Workers' Compensation savings, vital signs, cholesterol levels, and subjective surveys of participant's satisfaction.

4.8.2. Comparison of these indicators with other fire Districts as available through the International Association of Fire Fighters (IAFF) Wellness Initiative database.

4.8.3. Comparison of these indicators with other fire Districts as available through the San Diego County Fire Chief's Association (to be determined).

4.8.4. Other factors to be established by SDSMFHC and the Rancho Santa Fe Fire District.

4.8.5 SDSMFHC agrees to conduct or cause to be conducted a patient satisfaction survey. SDSMFHC shall continue to consult with RSFFPD regarding the substance, procedure and results of each survey.

4.9. SDSMFHC Representative. SDSMFHC shall designate Richard Parker, D.O, FAOASM, to represent SDSMFHC in all matters pertaining to this Agreement.

Section 5. Administrative Services

5.1. Periodic Meetings. Subject to any state and federal privacy laws, SDSMFHC agrees to meet with the RSFFPD's staff as scheduled to confidentially discuss program issues, utilization of medical specialties, utilization of physical therapy, trends and any topic of interest pertaining to the Wellness Program.

5.2. Work-Related Injuries: Initial Medical Reporting. While it is not the intent of the Wellness Program to diagnose or otherwise treat any suspected work-related injuries, in the course of a Wellness/Fitness evaluation a suspected work-related injury or illness may be discovered. SDSMFHC shall refer all RSFFPD employees, with a suspected work-related injury or illness, to the RSFFPD for coordination of medical care, unless a life threatening medical emergency exists that requires medical treatment. SDSMFHC will direct the employee to follow all RSFFPD procedures for reporting a work related injury or illness. Following any emergency medical treatment, SDSMFHC shall report the treatment to the RSFFPD for the purposes of follow-up medical treatment. In the case of emergency medical treatment, SDSMFHC shall provide the RSFFPD with a Doctors First Report of Work Injury or Illness (form 5020) within two days of initial treatment and all billing. SDSMFHC is not authorized to determine causation of any suspected work related injury or illness.

5.3. Work-Related Injuries: Medical Reports and Billings. SDSMFHC shall use those reports, billings and associated forms in a format approved by the RSFFPD for any and all work related injuries reported.

5.4. Maintenance of Medical Reports. SDSMFHC shall accurately maintain, store and retrieve employee medical files during the period of this Agreement in accordance with all applicable laws and regulations.

5.5. Confidentiality. SDSMFHC shall ensure security of the medical records for all Wellness Program participants and shall ensure compliance with all State and Federal Privacy Laws. At no time shall SDSMFHC release confidential medical records to the Rancho Santa Fe Fire Protection District without written authorization from the employee. DMV Physical Forms will be submitted to the Operations Chief.

5.6. Testimony. SDSMFHC shall, upon reasonable notice, submit to depositions and testify at court if requested by the Rancho Santa Fe Fire Protection District at the contracted physician consulting rate in 4.3.

5.7. Return-to-Work Consulting. SDSMFHC shall provide consulting services by working with RSFFPD staff on returning injured RSFFPD employees, when appropriate, to modified duty at the contracted physician consulting rate in 4.3.

5.8. Special Treatment Consulting. SDSMFHC shall provide recommendations to Wellness Participants regarding surgical options, special medical treatments, or other special medical procedures identified during the Wellness exam as requiring such treatment or services at the contracted physician consulting rate in 4.3.

5.9. Authorization for Patient Referral. SDSMFHC shall insure that the employee is instructed that any referral made to a specialist or hospital will NOT be reimbursed by the Wellness Program unless authorized by both the Medical Director and the Project Manager.

Section 6. Indemnification and Hold Harmless.

6.1. SDSMFHC agrees to defend, indemnify, protect and hold the Rancho Santa Fe Fire District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to RSFFPD's employees, agents or officers, which arise from or are connected with or are caused or claimed to be caused by the sole negligence or sole willful misconduct of SDSMFHC and its employees in performing the work or services or supplying the materials or equipment under this Agreement, and all expenses, of investigating and defending against same; provided, however, that SDSMFHC's duty to defend, indemnify and hold harmless shall not include any claims or liability arising from the sole negligence

or sole willful misconduct of the Rancho Santa Fe Fire District, its agents, officers or employees. This shall not prejudice the right of the Rancho Santa Fe Fire Protection District to appear in such suit, participate in the defense, and take such actions as may be necessary to protect the interests of the Rancho Santa Fe Fire Protection District. If the Rancho Santa Fe Fire Protection District chooses, at its own election, to obtain independent legal counsel in defense of any claim against the Rancho Santa Fe Fire District, related to the performance by SDSMFHC under this Agreement, then the City agrees to pay the reasonable value of attorney's fees and costs for such independent legal counsel, however, the SDSMFHC shall not be obligated to pay attorney's fees at an hourly rate greater than the hourly rate charged by its defense attorneys in the same matter. SDSMFHC's obligations under this section shall be reduced dollar for dollar by any amounts the Rancho Santa Fe Fire Protection District is awarded in such action for attorney's fees and costs.

6.2. The Rancho Santa Fe Fire Protection District agrees to defend, indemnify, protect and hold SDSMFHC and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to SDSMFHC employees, agents or officers, which arise from or are connected with or are caused or claimed to be caused by the sole negligence or sole willful misconduct of the Rancho Santa Fe Fire Protection District and its agents, officers or employees in performing the work or services or supplying the materials or equipment under this Agreement, and all expenses, of investigating and defending against same; provided, however, that the Rancho Santa Fe Fire Protection District's duty to defend, indemnify and hold harmless shall not include any claims or liability arising from the sole negligence or sole willful misconduct of SDSMFHC its employees, agents and officers. This shall not prejudice the right of SDSMFHC to appear in such suit, participate in the defense, and take such actions as may be necessary to protect the interests of the SDSMFHC. If SDSMFHC chooses, at its own election, to obtain independent legal counsel in defense of any claim against the SDSMFHC, related to the performance of the Rancho Santa Fe Fire Protection District under this Agreement, then the Rancho Santa Fe Fire Protection District agrees to pay the reasonable value of attorney's fees and costs for such independent legal counsel, however, the Rancho Santa Fe Fire Protection District shall not be obligated to pay attorney's fees at an hourly rate greater than the hourly rate charged by its defense attorneys in the same matter. The Rancho Santa Fe Fire Protection District's obligations under this section shall be reduced dollar for dollar by any amounts SDSMFHC is awarded in such action for attorney's fees and costs.

Section 7. Termination.

This Agreement shall renew annually as set forth in Item 2. This Agreement may be terminated for any reason by either party giving ninety (90) days written notice to the other party's designated representative, provided that the Indemnification and Duty to Defend provisions in Item 6 shall survive such termination, for a period of one year.

Notice under this provision shall be communicated in writing in person or by certified mail, return receipt requested as follows:

If to SDSMFHC: Richard Parker, D.O., FAOASM
6699 Alvarado Road, Suite 101
San Diego, CA 92120

If to RSFFPD: Fire Chief
Rancho Santa Fe Fire Protection District
P.O. Box 410
Rancho Santa Fe, CA 92067

Section 8. Equal Opportunity.

SDSMFHC shall comply with the Rancho Santa Fe Fire Protection District's Equal Opportunity Program.

Section 9. Drug-Free Workplace.

Upon execution of this Agreement and all subsequent extensions, SDSMFHC agrees to comply with any requirements set forth in Rancho Santa Fe Fire Protection District policy regarding drug-free workplace.

Section 10. Americans with Disabilities Act Statement.

SDSMFHC shall be responsible for complying with the 1990 Americans with Disabilities Act (ADA). (For specific services and public accommodations, SDSMFHC may contact the Office of the Americans with Disabilities Act, Civil Rights Division, U.S. District of Justice, P.O. Box 66118, Washington, D.C. 20035-6118; phone number (202) 514-0301.)

Section 11. Integration.

This Agreement, and all rights and obligations created by this Agreement, shall be in full force and effect whether or not any parties to the Agreement have been succeeded by another entity, and all rights and obligations created by this Agreement shall be vested and binding on any party's successor in interest.

Section 12. Compliance with Controlling Law.

SDSMFHC shall comply with all laws, ordinance, regulations, and policies of the federal, state, and local governments applicable to this Agreement. In addition, SDSMFHC shall comply within a reasonable time after receiving written notice by RSFFPD with all directives issued by the RSFFPD or its authorized representatives under authority of any laws, statutes, ordinance, rules, or regulations. The laws of the State of California shall govern and control the terms and conditions of this Agreement.

Section 13. Jurisdiction and Venue.

The venue for any suit or proceeding concerning the Agreement, the interpretation or application of any of its terms, or any related disputes shall be in the County of San Diego, State of California.

Section 14. No Waiver.

No failure of either the Rancho Santa Fe Fire Protection District or SDSMFHC to insist upon the strict performance by the other of any covenant, term or condition of the Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of the Agreement, shall constitute a waiver of any such breach or of such covenant, term or condition. No waiver of any breach shall affect or alter this Agreement, and each and every covenant, condition, and term hereof shall continue in full force and effect to any existing or subsequent breach.

Section 15. Severability.

The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render any other provision of this Agreement unenforceable, invalid, or illegal.

Section 16. Drafting Ambiguities.

The Parties agree that they are aware they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and the decision whether or not to seek advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each Party. This Agreement shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of this Agreement.

Section 17. Signatures-Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement shall not be effective until the execution and delivery between each of the parties of at least one set of counterparts. The parties authorize each other to detach and combine original signature pages and consolidate them into a single identical original. Any one of such completely executed counterparts shall be sufficient proof of this Agreement.

IN WITNESS WHEREOF, this Agreement is executed by the Rancho Santa Fe Fire District, acting by and through its Fire Chief and by SDSMFHC, acting by and through its Wellness Director.

RANCHO SANTA FE FIRE DISTRICT

Dated: 6-11-10

By: Nicholas M. Pavone
Nicholas Pavone
Fire Chief
Rancho Santa Fe Fire Protection District

Dated: 6-11-10

By: [Signature]

Richard Parker, D.O.
Wellness Director
San Diego Sports Medicine & Family Health Center

Contract Renewal

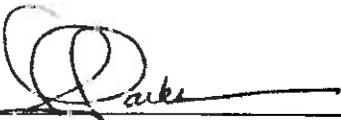
Exercise of Option to Renew. The Rancho Santa Fe Fire Protection District shall give notice in writing of their intention to renew at least sixty (60) days prior to the expiration of the Agreement, or of the prior option term. If notice is provided by the RSFFPD to SDSMFHC, such notice shall be sent by mail addressed to:

Katie Rusk, Project Manager
San Diego Sports Medicine & Family Health Center
6699 Alvarado Road, Suite 101
San Diego, CA 92120

The Rancho Santa Fe Fire Protection District is exercising its option to renew the contract with the Fire Wellness Program and San Diego Sports Medicine and Family Health Center for a period of one year from the date of signature. There will be no change in the cost for services for this option period.

Tony Michel
Fire Chief
Rancho Santa Fe Fire Protection District

Date



Richard Parker, D.O., F.A.O.A.S.M.
Wellness Director
San Diego Sports Medicine & Family Health Center

3.19.12

Date

RESOLUTION No. 2012-05

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE RANCHO SANTA FE FIRE PROTECTION DISTRICT APPOINTING AND AUTHORIZING DESIGNATED PERSONNEL TO SIGN WARRANT ORDERS AND PAYROLL CLAIMS (CHECKS)

WHEREAS, the Rancho Santa Fe Fire Protection District Board of Directors is desirous of delegating certain authority to sign designated claims to designated personnel; and

WHEREAS, the Rancho Santa Fe Fire Protection District Board of Directors has determined to appoint and grant the designated personnel listed on Exhibit "A" the authority to sign Warrant Orders and District Payroll Orders and Warrant Orders for all payroll and payroll related matters; and

WHEREAS, the Rancho Santa Fe Fire Protection District Board of Directors has determined that this procedure is in the best interest of the Rancho Santa Fe Fire Protection District; and

WHEREAS, the authority granted hereby is intended to be non-discretionary and within budget limitations.

NOW, THEREFORE, the Board of Directors of the Rancho Santa Fe Fire Protection resolves as follows:

Section 1. The Rancho Santa Fe Fire Protection District Board of Directors hereby appoints personnel listed on Exhibit "A" as the designated personnel to sign warrant and payroll requests on behalf of the Rancho Santa Fe Fire Protection District.

Section 2. Any two of the designated personnel listed on Exhibit "A" must sign all claims of the District in accordance with the payroll as described in the annual budget that submitted to the County of San Diego Auditor & Controller.

Section 3. Any two of the designated personnel listed on Exhibit "A" must sign all claims of the District for warrant orders.

Section 4. Designated personnel listed on Exhibit "A" shall comply with all guidelines and procedures established by the Board of Directors of the Rancho Santa Fe Fire Protection District, and that they shall audit, allow and sign claims for items that have been budgeted by the Rancho Santa Fe Fire Protection District.

Section 5. Designated personnel listed on Exhibit "A" shall not sign or compromise any disputed claim.

BE IT FURTHER RESOLVED that this resolution shall supersede *Resolution No. 2010-1 – Appointing and Authorizing Designated Personnel to Sign Warrant Orders and Payroll Claims* adopted November 10, 2010.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Rancho Santa Fe Fire Protection District on April 11, 2012 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

JAMES H ASHCRAFT
President

ATTEST:

Karlana Rannals
Secretary

RESOLUTION NO. 2012-05

EXHIBIT "A"

Tony J Michel
Fire Chief _____ Signature

Karlana Rannals
Administrative Manager _____ Signature

Bret Davidson
Battalion Chief _____ Signature

Chris Galindo
Battalion Chief _____ Signature

**RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT
BETWEEN THE
BOARD OF ADMINISTRATION
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM
AND THE BOARD OF DIRECTORS
RANCHO SANTA FE FIRE PROTECTION DISTRICT**

WHEREAS, the Board of Administration of the California Public Employees' Retirement System and the Board of Directors of the Rancho Santa Fe Fire Protection District entered into a contract effective on July 1, 1951 providing for the participation of said public agency in the California Public Employees' Retirement System; and

WHEREAS, it is now desirable to take advantage of certain benefits provided under said Retirement System and not included in said contract.

NOW, THEREFORE, BE IT RESOLVED, that said governing body authorized, and it does hereby authorize, an amendment to said contract, a copy of said amendment attached hereto and by such reference made a part hereof as though herein set out in full; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the presiding officer of said governing body is hereby authorized, empowered and directed to execute said amendment for and on behalf of said public agency.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Rancho Santa Fe Fire Protection District on April 11, 2012 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

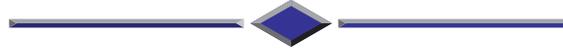
James H. Ashcraft
President

ATTEST:

Karlana Rannals
Secretary

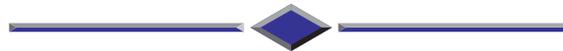


California
Public Employees' Retirement System



AMENDMENT TO CONTRACT

**Between the
Board of Administration
California Public Employees' Retirement System
and the
Board of Directors
Rancho Santa Fe Fire Protection District**



The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective July 1, 1951, and witnessed May 15, 1951, and as amended effective March 1, 1969, December 1, 1977, February 1, 1981, March 1, 1983, January 1, 1991, February 1, 1996, May 1, 2003 and July 1, 2007 which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

- A. Paragraphs 1 through 13 are hereby stricken from said contract as executed effective July 1, 2007, and hereby replaced by the following paragraphs numbered 1 through 16 inclusive:
 1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for local miscellaneous members; age 50 for local safety members entering membership in the safety classification on or prior to the effective date of this amendment to contract and age 55 for local safety members entering membership for the first time in the safety classification after the effective date of this amendment to contract.

2. Public Agency shall participate in the Public Employees' Retirement System from and after July 1, 1951 making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.
3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorneys fees that may arise as a result of any of the following:
 - (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.
 - (b) Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than existing retirement benefits, provisions or formulas.
 - (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.
 - (d) Public Agency's election to file for bankruptcy under Chapter 9 (commencing with section 901) of Title 11 of the United States Bankruptcy Code and/or Public Agency's election to reject this Contract with the CalPERS Board of Administration pursuant to section 365, of Title 11, of the United States Bankruptcy Code or any similar provision of law.
 - (e) Public Agency's election to assign this Contract without the prior written consent of the CalPERS' Board of Administration.
 - (f) The termination of this Contract either voluntarily by request of Public Agency or involuntarily pursuant to the Public Employees' Retirement Law.

- (g) Changes sponsored by Public Agency in existing retirement benefits, provisions or formulas made as a result of amendments, additions or deletions to California statute or to the California Constitution.
- 4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
 - a. Local Fire Fighters (herein referred to as local safety members);
 - b. Employees other than local safety members (herein referred to as local miscellaneous members).
- 5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:
 - a. **POLICE OFFICERS.**
- 6. The percentage of final compensation to be provided for each year of credited prior and current service as a local miscellaneous member in employment before and not on or after July 1, 2007 shall be determined in accordance with Section 21354 of said Retirement Law (2% at age 55 Full).
- 7. The percentage of final compensation to be provided for each year of credited prior and current service as a local miscellaneous member in employment on or after July 1, 2007 and not entering membership for the first time in the miscellaneous classification after the effective date of this amendment to contract shall be determined in accordance with Section 21354.5 of said Retirement Law (2.7% at age 55 Full).
- 8. The percentage of final compensation to be provided for each year of credited current service as a local miscellaneous member entering membership for the first time in the miscellaneous classification after the effective date of this amendment to contract shall be determined in accordance with Section 21354.4 of said Retirement Law (2.5% at age 55 Full).
- 9. The percentage of final compensation to be provided for each year of credited prior and current service as a local safety member entering membership in the safety classification on or prior to the effective date of this amendment to contract shall be determined in accordance with Section 21363.2 of said Retirement Law (3% at age 50 Full).

10. The percentage of final compensation to be provided for each year of credited current service as a local safety member entering membership for the first time in the safety classification after the effective date of this amendment to contract shall be determined in accordance with Section 21363.1 of said Retirement Law (3% at age 55 Full).
11. Public Agency elected and elects to be subject to the following optional provisions:
 - a. Section 20042 (One-Year Final Compensation) for local miscellaneous members and local safety members entering membership on or prior to the effective date of this amendment to contract.
 - b. Section 20965 (Credit for Unused Sick Leave).
 - c. Section 21574 (Fourth Level of 1959 Survivor Benefits).
 - d. Section 20475 (Different Level of Benefits). Section 21354.4 (2.5% @ 55 Full formula) and Section 20037 (Three-Year Final Compensation) are applicable to local miscellaneous members entering membership for the first time in the miscellaneous classification after the effective date of this amendment to contract.

Section 21363.1 (3% @ 55 Full formula) and Section 20037 (Three-Year Final Compensation) are applicable to local safety members entering membership for the first time in the safety classification after the effective date of this amendment to contract.
12. Public Agency, in accordance with Government Code Section 20790, ceased to be an "employer" for purposes of Section 20834 effective on February 1, 1981. Accumulated contributions of Public Agency shall be fixed and determined as provided in Government Code Section 20834, and accumulated contributions thereafter shall be held by the Board as provided in Government Code Section 20834.
13. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members and local safety members of said Retirement System.
14. Public Agency shall also contribute to said Retirement System as follows:
 - a. Contributions required per covered member on account of the 1959 Survivor Benefits provided under Section 21574 of said Retirement Law. (Subject to annual change.) In addition, all assets and liabilities of Public Agency and its employees shall be pooled in a single account, based on term insurance rates, for survivors of all local miscellaneous members and local safety members.

15. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.
16. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the _____ day of _____, _____.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BOARD OF DIRECTORS
RANCHO SANTA FE FIRE
PROTECTION DISTRICT

BY _____
KAREN DE FRANK, CHIEF
CUSTOMER ACCOUNT SERVICES DIVISION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY _____
PRESIDING OFFICER

Witness Date

Attest:

Clerk

A Resolution of Commendation from the Board of Directors
of the Rancho Santa Fe Fire Protection District for

Daniel E. Carey

WHEREAS, Daniel E. Carey has retired from his position as Fire Captain for the Rancho Santa Fe Fire Protection District; and

WHEREAS, since July 1, 1980 until December 29, 2011, Captain Carey has served the community with distinction, loyalty and dedication for 31-½ years at the ranks of Firefighter, Engineer, and Fire Captain,; and

WHEREAS, during his service to the Rancho Santa Fe Fire Protection District, he has served in many important roles:

risking his life in the efforts of saving the lives and property of others on a day-to-day basis, and participated in many major emergency incidents including, Vale Fire (1989); Paint Fire (1990); Harmony Grove Fire (1996); Paradise/Cedar Fire (2003); Harris Fire (2007); and the Witch Creek Fire (2007); and

WHEREAS, Captain Carey was instrumental in the development and promotion of the apparatus maintenance program; and

WHEREAS, Captain Carey was always there to help the District and his fellow firefighters with his commitment to come to work at a moment's notice to insure the District was fully covered; and

WHEREAS, Captain Carey has maintained a steadfast dedication to serving the Rancho Santa Fe community confidently and with the highest competency; and

WHEREAS, Captain Carey has shared his passion for his profession, his ongoing dedication, and his willingness to be a coach and mentor to fire service professionals.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Rancho Santa Fe Fire Protection District do hereby convey their deep appreciation, admiration and gratitude to Captain Carey, and commend him for his superior record of dedicated fire service and protection rendered to the residents of the Rancho Santa Fe Fire Protection District; and

BE IT FURTHER RESOLVED that the Board of Directors of the Rancho Santa Fe Fire Protection District does hereby wish Captain Carey a most satisfying, well-deserved and rewarding retirement.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Rancho Santa Fe Fire Protection District on April 11, 2012 by the following vote:

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

JAMES H ASHCRAFT
President

ATTEST:

Karlana Rannals
Secretary

March 22, 2012

Rancho Santa Fe Fire Protection District
Attn: Chief Tony Michel and Board of Directors
PO Box 410
18027 Calle Ambiente
Rancho Santa Fe, CA 92067

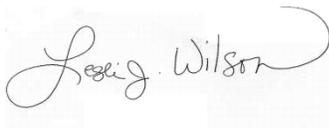
RE: Letter of Intent Negotiate Lease Space at
Rancho Santa Fe Fire Protection District - Station 1
Located at 16936 El Fuego
Rancho Santa Fe, CA 92067

Dear Sirs and Madams:

Please accept this letter as our intent to negotiate additional lease space at Rancho Santa Fe Fire Protection District – Station 1, located at 16936 El Fuego, Rancho Santa Fe, CA.

Per direction of the North County Dispatch JPA Board of Directors (NCDJPA) has authorized Chiefs Todd Newman and Darryl Hebert to act as the negotiating representation team for NCDJPA.

Sincerely,

A handwritten signature in black ink that reads "Lesli Wilson". The signature is written in a cursive style and is positioned above a light gray rectangular background.

Lesli Wilson
Administrator
LWilson@SDRECC.org
858-756-6042

LW/cw