



**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

February 8, 2017  
1:00 pm PT  
Regular Meeting

*Director Stine will participate via teleconference*  
3550 N. Central Avenue, Suite 1710, Phoenix, AZ 85012

February 8, 2017  
2:00 pm MT

**RULES FOR ADDRESSING BOARD OF DIRECTORS**

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

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

**Pledge of Allegiance**

1. Roll Call
2. Motion waiving reading in full of all Resolutions/Ordinances
3. Public Comment

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

4. Consent Calendar
  - a. Board of Directors Minutes
    - Board of Directors minutes of January 11, 2017  
ACTION REQUESTED: **Approve**
  - b. Receive and File
    - Monthly/Quarterly Reports
      - (1) List of Demands Check 28297 thru 28387, Electronic File Transfers (EFT), and Wire Transfer(s) for the period January 1 – 31, 2017 totaling: \$ 393,440.35
      - Payroll for the period January 1 – 31, 2017 \$ 567,291.26
      - Wire Transfer(s) period January 1 – 31, 2017 \$ 110,123.00
      - TOTAL DISTRIBUTION \$1,070,854.58

- (2) Budget Review – October 1 – December 31, 2016
- (3) Cash Statement
- (4) Investment Review
- (5) Activity Reports – January 2017
  - (a) Operations
  - (b) Training
  - (c) Fire Prevention
  - (d) Correspondence - letters/cards were received from the following members of the public:
    - (i) None

ACTION REQUESTED: [Information](#)

5. Resolution/Ordinance

a. Resolution No. 2017-01

To adopt Resolution No. 2017-01 *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 Professional Firefighters Association – Local 4349

ACTION REQUESTED: **Adopt**

b. Resolution No. 2017-02

To adopt Resolution No. 2017-02 *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

ACTION REQUESTED: **Adopt**

c. Resolution No. 2017-03

To discuss and/or adopt Resolution No. 2017-04 *entitled* A Resolution of the Board of Directors of the Rancho Santa Fe Fire Protection District Adopting a Pay Schedule in Accordance with California Code of Regulations, Title 2, Section 570.5 [Staff Report 17-03](#)

ACTION REQUESTED: **Adopt**

d. Resolution No. 2017-04

To adopt Resolution No. 2017-05 *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

ACTION REQUESTED: **Adopt**

6. Old Business

- a. None

7. New Business

a. Lease Agreements

To discuss and/or approve lease agreements between Rancho Santa Fe Fire Protection District and North County Dispatch Joint Powers Authority and authorize the Fire Chief to execute the following:

- 1. Amendment No. 1 to Lease Agreement – effective January 1, 2017 (925 sq. ft.)
- 2. Lease Agreement – effective January 1, 2017 (520 sq. ft.)

[Staff Report 2017-04](#)

ACTION REQUESTED: **Approve and authorize Fire Chief to execute the agreements**

b. Sale of Surplus Property

To discuss and/or approve the surplus and sale of a 2000 Ford Expedition. [Staff Report 2017-05](#)

ACTION REQUESTED: **Approve**

8. Oral Report

a. Fire Chief – Michel

- Fire Mitigation Fee Fund – Project Approval
- Harmony Grove Village Fire Station Construction

b. Operations – Deputy Chief

c. Volunteer – Division Chief

d. Training – Battalion Chief

e. Fire Prevention – Fire Marshal

f. Administrative Manager

- Form 700 – Deadline March 15, 2017
- CalPERS Discount Rate – [CalPERS Circular Letter 200-004-17](#)
- CalPERS UAL Payment – [CalPERS Letter dated January 12, 2017](#)
- Harassment Prevention Training – [Staff Report 17-06](#)

g. Board of Directors

- North County Dispatch JPA – Update
- County Service Area – 17 – Update
- Comments

9. Closed Session

a. 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, Deputy Chief, Battalion Chief, Fire Marshal, and Administrative Manager

Under Negotiation: Successor Resolution for Compensation and Benefits

10. Adjournment

The next regular meeting Board of Directors meeting to be March 8, 2017 in the Board Room located at 18027 Calle Ambiente, Rancho Santa Fe, California. The business meeting will commence at 1:00 p.m.



RANCHO SANTA FE FIRE PROTECTION DISTRICT  
Board of Directors Regular Meeting Agenda  
Wednesday, February 8, 2017 1:00 pm PT

## CERTIFICATION OF POSTING

I certify that on February 3, 2017 a copy of the foregoing agenda was posted on the District's website and near the meeting place of the Board of Directors of Rancho Santa Fe Fire Protection District, said time being at least 72 hours in advance of the meeting of the Board of Directors (Government Code Section 54954.2)

Executed at Rancho Santa Fe, California on February 3, 2017

A handwritten signature in black ink, appearing to read "Karlana Rannals", written over a horizontal line.

Karlana Rannals  
Board Clerk



**RANCHO SANTA FE FIRE PROTECTION DISTRICT**  
**Regular Board of Directors Meeting**  
**Minutes – January 11, 2017**

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

President Ashcraft called to order the regular session of the Rancho Santa Fe Fire Protection District Board of Directors at 1:00 pm. *Meeting convened at 18040 Calle Ambiente, Rancho Santa Fe for the Pledge of Allegiance, Roll Call, and Special Presentations*

*Pledge of Allegiance*

Chief Michel led the assembly in the *Pledge of Allegiance*.

**1. Roll Call**

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

Directors Absent: None

Staff Present: Tony Michel, Fire Chief; Fred Cox, Deputy Chief; Frank Twohy, Division Chief; Chris Galindo, Battalion Chief; Dave McQuead, Battalion Chief; Mike Lowry, Interim Fire Marshal; and Karlana Rannals, Board Clerk

**2. Special Presentations**

**a. Badge Presentations**

Chief Michel welcomed all in attendance. Chief Cox discussed the requirements and commitment needed to succeed in the profession and in the District. Chief Michel presented the following district personnel a Fire District badge:

**Promotion**

- Bruce Sherwood, Captain
- Cole Thompson, Engineer

**Off Probation**

- Curtis Benz, Firefighter/Paramedic (*unable to attend*)
- Sean Canfield, Firefighter/Paramedic
- Brian Ciuchta, Firefighter/Paramedic
- Correy Cooper, Firefighter/Paramedic
- Jake Elkins, Firefighter/Paramedic
- Paul Roman, Firefighter/Paramedic
- Scott Young, Firefighter/Paramedic

Chief McQuead introduced and welcomed the following employees to the District:

**New Hire – Firefighter/Paramedic**

- Jacob Barkhimer (*January 3, 2017*)
- Chasen Cantrell (*January 3, 2017*)
- Alexander Trottier (*January 3, 2017*)
- Michael Weeks (*December 1, 2016*) – (*unable to attend*)

President Ashcraft on behalf of the Board of Directors offered congratulations to all and wished continued success in their new role.

President Ashcraft recessed the meeting from 1:19-1:37 pm to resume the remainder of the business meeting at 18040 Calle Ambiente.

3. Public Comment

No one requested to speak to the board.

4. Consent Calendar

MOTION BY DIRECTOR HILLGREN, SECOND BY DIRECTOR STINE, CARRIED 5 AYES; 0 NOES; 0 ABSENT; 0 ABSTAIN to approve the consent calendar as submitted.

a. *Board of Directors Minutes*

- i) Board of Directors minutes of December 14, 2016

b. Receive and File

i) *Monthly/Quarterly Reports*

- (1) List of Demands Check 28160 thru 28291, Wire Transfer(s), and Electronic File Transfers (EFT) for the period

December 1 – 31, 2016 totaling:	\$1,962,017.35
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Payroll for the period November 1 – 30, 2016	<u>\$ 568,913.82</u>
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TOTAL DISTRIBUTION	\$2,530,931.17
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- (2) Activity Reports – December 2016

a. Operations

b. Training

c. Fire Prevention

d. Correspondence – letters/cards were received from the following members of the public:

- None

5. Old Business

- a. None

6. New Business

a. *CalPERS Pension Unfunded Accrued Liability – Accelerated Payment*

Karlana Rannals, Administrative Manager summarized the staff report provided. She reported that the FY17 budget planned for a \$1million payment to eliminate the Pre-2013 Pool UAL for the 3%@50 safety plan. At the December 14, 2016 the Board meeting, the Board of Directors authorized the additional \$517,165 needed to eliminate the UAL.

After the last board meeting, the District's CalPERS Senior Actuary informed staff that an error had been made. The revised version of the 6/30/15 actuarial valuation emailed to the District in November did not consider that CalPERS had already adjusted the District's 2016-17 UAL payment for the \$1,500,000 paid on June 15, 2016.

She requested authorization for the additional \$110,000 payment, plus any additional associated interest to be determined by CalPERS, for an accelerated payment to California Public Employees' Pension System (CalPERS) to eliminate the District's share of Pre-2013 Pool UAL (Unfunded Accrued Liability) Amortization Base for the 1<sup>st</sup> tier safety plan, and remit payment to CalPERS prior to January 31, 2017. She responded to questions from the Board.

MOTION BY DIRECTOR HILLGREN, SECOND BY DIRECTOR TANNER, and APPROVED the following action(s) on a roll call vote:

1. Before 1/31/2017 remit to CalPERS \$110,000, plus any associated interest to eliminate the District's share of the Pre-2013 UAL for the 3% @ 50 Safety plan;
2. Report at the February 2017 Board of Directors meeting the final dollar amount required.

*b. SAFER Grant Application*

Chief Michel and Deputy Chief Cox summarized the staff report provided. They reported that the Department of Homeland Security (DHS) and the Federal Emergency Management Agency (FEMA) are responsible for the implementation and administration for the Staffing for Adequate Fire and Emergency Response (SAFER) grant program. SAFER was created to provide direct funding to career and volunteer fire departments to help agencies increase or maintain the number of trained "front line" firefighters. Funding available for the 2016 program is \$345 million. The 2016 SAFER grant has two grant activities available:

1. Recruitment and Retention of Volunteer Firefighters
2. Hiring of Firefighters

They requested that the Board of Directors consider endorsing the submission of a SAFER Grant application that includes a letter of support from the Board of Directors. Staff plans to submit a grant request a Volunteer Program Manager, volunteer meal reimbursement stipends and the support of three full-time Firefighter/Paramedics. They noted that this grant application does not constitute the hiring of any new employees until the district is given and the Board of Directors accept the grant funds. If the District is successful in obtaining the grant, the District has an opportunity to reject the award at time of offer with no punitive action. Staff responded to questions from the Board.

MOTION BY DIRECTOR HILLGREN, SECOND BY DIRECTOR TANNER, and APPROVED the following action(s) on a roll call vote:

1. Authorized staff to prepare and submit two (2) SAFER Grant requests for the recruitment and retention of volunteer firefighters, and hiring of firefighters; and
2. Authorized the Board President to sign a letter of support for each application.

7. Oral Report

a. Fire Chief – Michel

i) District Activities

- (1) Fire Marshal Recruitment/Test: he reported that he anticipates giving a *Conditional Offer of Employment* by the end of the week.

- (2) Special District Leadership Academy – La Jolla, February 28 – March 1, 2017: he extended the offer to all board members to participate in the local leadership academy hosted by the California Special District’s Association. If any board member is interested in attending, they were asked to contact him or Karlana for enrollment in the program.
- b. Operations – Deputy Chief
- Chief Cox summarized the previous month’s activity, noting district personnel responded to 297 calls, for a 2016 call volume of 3,305, an increase of 16% over the previous year. He reported on two significant traffic collisions, one that resulted in a fatality. With the recent rains, the fuel moistures have increased significantly.
- c. Elfin Forest Volunteer Division – Division Chief
- Chief Twohy reported he continues to work with Chief Cox and Chief McQuead on the operational transition, and continues to meet with the Long-range Planning Committee for RSF6. He also report that three (3) volunteers graduated from the recent Palomar Fire Academy there are five (5) possible candidates in background for the volunteer program.
- d. Training – Battalion Chief
- Chief McQuead reported that personnel participated in training classes for RIC (Rapid Intervention Crew) and Rule of Air Management. He and other staff members discussed the pros and cons of using drones at emergency scenes. He also reported that the new hire academy start January 3 and a driver-operator academy would start January 14. The Training Division is also preparing for the promotional testing that includes Driver-Operator, Battalion Chief, and Engineer.
- e. Fire Prevention – Fire Marshal
- Conor Lenehan reported that the bureau and inspectors remain busy, noting an increase in requests for inspections in the Harmony Grove area. Prevention staff continues to work with the CONE Committee in formulating a tree list for their reforestation plan.
- f. Administrative Manager
- Ms. Rannals informed the board member that at the December 21, 2017 Board of Administration meeting for CalPERS agreed to lower the discount rate from 7.50% to 7.00% over a three-year period. In summary, employer contributions to the normal rate and unfunded accrued liability will increase.
- g. Board of Directors
- i) North County Dispatch JPA Update – Ashcraft: no report.
- ii) County Service Area – 17 Update – Hillgren: no report.
- iii) Comments
- (1) Stine – staff and the website vendor are working on images. They are targeting that beta testing will start at the end of January. He suggested that District staff consider inviting the press to the scheduled live fire training planned for January 17 beginning at 1:30 pm.

*Ten-minute recess*



8. Closed Session

Pursuant to section 54957.6, the board met in closed session from 3:00 – 4:05 pm to discuss a successor Memorandum of Understanding and compensation with the following represented employees:

- a. Rancho Santa Fe Professional Firefighters Association – Local 4349
- b. Rancho Santa Fe Employees Association
- c. Unrepresented employees: Fire Chief, Deputy Chief, Battalion Chief, Fire Marshal and Administrative Manager

*All board members listed and Chief Tony Michel, Deputy Chief Fred Cox, and Karlana Rannals attended the closed session.*

Pursuant to section 54656.8, the board met in closed session from 3:00 – 4:05 pm to instruct the negotiator concerning price and term for the following:

Property: 16936 El Fuego, Rancho Santa Fe  
Agency Negotiator: Chief Tony Michel  
Negotiating Parties: North County Dispatch Joint Powers Authority

*All board members listed and Chief Tony Michel, Deputy Chief Fred Cox, and Karlana Rannals attended the closed session.*

Upon reconvening to open session, President Ashcraft reported that the Board of Directors discussed the subjects and direction was given the District's agency negotiators.

9. Adjournment

Meeting adjourned at 4:07 pm.

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Karlana Rannals  
Secretary

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James H Ashcraft  
President

<i>Check No.</i>	<i>Amount</i>	<i>Vendor</i>	<i>Purpose</i>
28292	\$21.00	AAA Live Scan	Background Investigation
28293	\$112.83	About Service Inc.	Scheduled - ID 1181
28294	\$442.50	Accme Janitorial Service Inc.	Building ADMIN
28295	\$210.36	Accurate Bookkeeping Service	Building RSF3
28296	\$109.15	Airgas Inc.	Safety: Breathing Air
28297	\$11,666.66	American Medical Response Inc.	CSA-17 Contract
28298	\$50.00	AT&T	Telephone ADMIN
28299	\$3,388.21	AT&T Calnet 2/3	Telephone RSF2, 3, 4 ,1, Admin & Rebill
28300	\$50.00	B H Gold Insurance Agency Inc.	Commercial - Liability - Auto Coverage
28301	\$2,560.00	Bradshaw Engineering Corporation	PY Adjs / Expenses
28302	\$1,220.00	California's Own Native Landscape De	Landscaping Maintenance Service
28303	\$130,893.03	CalPERS	PERS (Employer Paid)
28304	\$200.00	Canfield, Sean	CSA-17 Contract
28305	\$5,020.80	CDW Government Inc.	Computer Equipment/Parts
28306	\$308.65	Cnty of SD-Registrar of Voters	Election Services
28307	\$224.38	Complete Office of California Inc.	Office Supplies
28308	\$30.00	County of San Diego Vector Control P	Taxes & Assessments
28309	\$3,235.00	County of SD/RCS	CAP Code Paging Service-Monthly Service
28310	\$110.00	Dependable Alarm Systems Inc.	Alarm System Monitoring RSF4
28311	\$95.87	Dish	Cable RSF6
28312	\$125.55	EDCO Waste & Recycling Inc.	Trash RSF5
28313	\$2,603.95	Engineered Mechanical Services Inc.	Building RSF 1, 2, 3, 4, 5, 6
28314	\$3,495.00	Fitch Law Firm Inc.	Legal Services
28315	\$31.62	Griffin Hardware Co.	Station Maintenance - RSF2
28316	\$3,715.18	Guardian Life Insurance Co	Medical Insurance
28317	\$581.82	Home Depot, Inc.	Station Maintenance
28318	\$2,055.09	Konica Minolta Business Inc.	Copier Maintenance Contract Admin
28319	\$439.13	Konica Minolta Premier Finance	Copier Maintenance Contract RSF 6
28320	\$112.50	Kratz Truck & Tire - Mobile	Apparatus: Tires & Tubes
28322	\$126.45	MHN Services	Disability/Life Insurance
28323	\$19,668.96	Motorola Solutions Inc.	2016 Engine on Order
28324	\$38.85	Napa Auto Parts Inc.	Apparatus: Parts & Supplies
28325	\$16,175.25	North County EVS Inc.	Repair & Scheduled Maintenance RSF Apparatus
28326	\$1,555.58	Olivenhain Municipal Water District	Water RSF

28327	\$7,410.00	R.E. Badger & Son, Inc.	Forced Weed Abatement
28328	\$325.00	Rancho Santa Fe Rotary	Association Dues
28329	\$169.18	Rincon Del Diablo Municipal Water Di	Water RSF5
28330	\$72.51	Savmart Pharmaceutical Service	CSA-17 Contract
28331	\$2,401.25	Scott Davis Consulting	Programming - Computer & Software FP/PR
28332	\$2,840.20	SDG&E	Elec/Gas/Propane RSF6, 3, 5
28333	\$2,844.05	SoCo Group Inc.	Fuel: Gasoline & Diesel
28334	\$90.00	State Fire Training	Permit: Certification
28335	\$192.00	State of CA Dept. of Justice	Background Investigation
28337	\$438.78	TelePacific Communications	Telephone ADMIN
28338	\$359.00	Terminix International	Building RSF
28339	\$644.11	Time Warner Cable	Cable - Admin, RSF 4
28340	\$768.00	TinyFrog Technologies Inc.	Website Hosting
28341	\$29.35	U P S	Shipping Service
28342	\$8,405.92	U S Bank Corporate Payment System	Cal-Card./IMPAC program
28343	\$2,778.45	Uniforms Plus	Safety: Boots, Uniforms Personnel
28344	\$848.32	United States Latex Prod. Inc.	CSA-17 Contract
28345	\$866.60	Verizon Wireless	Telephone - Cellular
28346	\$1,820.05	Waste Management Inc.	Trash RSF
28347	\$1,931.25	Wildfire Information Consulting	Consulting Services - Prevention
28348	\$3,763.17	Willdan Financial Services Inc.	Benefit Assessment
28349	\$6,350.00	WinTech Computer Services	Consulting Services
28350	\$113.64	Aair Purification Systems	Building RSF2
28351	\$244.25	AT&T	Telephone RSF5
28352	\$383.67	AT&T Calnet 2/3	Telephone RSF
28353	\$99.48	Johnson Equipment Co	Repair - ID 1481
28354	\$289.08	Lincoln National Life Ins Co	Disability/Life Insurance
28355	\$269.46	Pitney Bowes Inc.	Equipment Rental
28356	\$7,302.26	SDG&E	Elec/Gas/Propane Admin
28357	\$773.46	SoCo Group Inc.	Fuel: Gasoline & Diesel
28358	\$14.85	U P S	Shipping Service
28359	\$624.79	Uniforms Plus	Uniforms: Safety Personnel
28360	\$1,178.00	A Garage Door & Gate Store	Station Maintenance - RSF2

28361	\$21.00	AAA Live Scan	Background Investigation
28362	\$321.84	Aair Purification Systems	Building RSF3
28363	\$43.91	About Service Inc.	Scheduled - ID 1581
28364	\$216.98	AT&T	Telephone RSF
28365	\$4,000.00	Biglione Construction Management, In	Project: RSF 5 Station Construction
28366	\$3,302.40	CalPERS	PERS Survivor Benefit
28367	\$58,472.49	CALPers - Health	Medical Insurance
28368	\$93.28	CDW Government Inc.	Computer Equipment/Parts
28369	\$675.00	Coast and Discount Carpet Cleaning	Building RSF2
28370	\$114.22	Complete Office of California Inc	Office Supplies
28371	\$243.85	Cox Communications	Cable RSF
28372	\$31.80	EDCO Waste & Recycling Inc	Trash RSF6
28373	\$528.54	Employment Development Dept-EDD	Unemployment Insurance
28374	\$925.77	Executive Appliance Service	Building RSF4
28375	\$305.00	Liebert Cassidy Whitmore	Legal Services
28376	\$633.68	Lincoln National Life Ins Co	Disability/Life Insurance
28377	\$70.96	Mike Sampson	Training Equipment/Supplies Volunteer Div.
28379	\$4,928.00	Palomar College	In-Service Training Program-Regional FF
28380	\$30,000.00	Rancho Santa Fe Fire Protection Dist	Interfund Transfer
28381	\$70.00	RSF Mail Delivery Solutions	Mail Delivery Service
28382	\$700.00	Santa Fe Irrigation District	NCDJPA Rebill
28383	\$894.24	SDCPA / 911 Responder	CSA-17 Contract
28384	\$2,179.41	SoCo Group Inc.	Fuel: Gasoline & Diesel
28385	\$188.93	Sturtevant, James F.	Station Replacement Items - RSF4
28386	\$243.00	Terminix International	Building RSF
28387	\$246.26	Verizon Wireless	Telephone - Cellular
EFT000000000273	\$800.00	Davidson, Bret A	Education/Training Reimbursement
	\$15,876.26	Various	Medical reimbursements
<b>Subtotal</b>	<b>\$393,440.32</b>		
1/15/2017	\$315,516.56	RSFFPD Personnel	Payroll
1/31/2017	\$251,774.70	RSFFPD Personnel	Payroll
<b>Subtotal</b>	<b>\$567,291.26</b>		
1/12/2017	\$110,123.00	Wire Transfer - CalPERS	RSF UAL - Safety Plan
<b>Total</b>	<b>\$1,070,854.58</b>		

**RANCHO SANTA FE FIRE PROTECTION DISTRICT**  
**OPERATING EXPENDITURES FOR FISCAL YEAR 17**  
 July 1 through December 31, 2016

<b>PERSONNEL COSTS</b>	<b>BUDGET EXPENDITURES FY17</b>	<b>ESTIMATED EXPENDITURES FY17</b>	<b>% OF BUDGET</b>
Salaries/Wages - Staff	6,646,353	3,349,016	50%
Holiday Pay	222,510	182,387	82%
Overtime	1,346,886	774,331	57%
Health Insurance + HRSA	1,267,600	423,618	33%
Life Insurance/Long Term Disability	39,695	4,858	12%
Retirement	1,422,926	717,449	50%
CalPERS UAL - Accelerated Payment	1,000,000	1,517,165	152%
Social Security Tax	10,629	5,241	49%
Unemployment Insurance	15,330	473	3%
Medicare Tax	118,141	61,022	52%
Workers' Compensation/Wellness	171,869	102,829	60%
Labor (Temporary)	65,000	21,115	32%
<b>PERSONNEL (Subtotal)</b>	<b>12,326,938</b>	<b>7,159,504</b>	<b>58%</b>

**RANCHO SANTA FE FIRE PROTECTION DISTRICT**  
**OPERATING EXPENDITURES FOR FISCAL YEAR 17**  
July 1 through December 31, 2016

<b>CONTRACTURAL</b>	<b>BUDGET EXPENDITURES FY17</b>	<b>ESTIMATED EXPENDITURES FY17</b>	<b>% OF BUDGET</b>
Administrative Fees	227,077	44,171	19%
Advertising	1,500	792	53%
Apparatus	-		0%
Association Dues	10,188	10,618	104%
Building/Facility Lease	29,000	16,253	56%
Dispatching	154,000	91,829	60%
Equipment Rental	1,500	269	18%
Equipment Repair	37,081	22,134	60%
Insurance	105,031	94,444	90%
Laundry Service	350		0%
Legal Services	46,709	11,469	25%
Local Meeting/Meal Expense	8,046	3,691	46%
Mileage Reimbursement	700	155	22%
Other Contractual Services	136,720	26,480	19%
Other Professional Services	176,480	66,745	38%
Permits	10,213	3,424	34%
Service Agreements	47,915	22,510	47%
Soil Contamination Cleanup	1,500		0%
Subscriptions	2,130	321	15%
Training	108,665	36,999	34%
Utility-Cable/Internet	13,006	4,232	33%
Utility-Electricity	148,953	71,893	48%
Utility-Sewer	53,377	23,296	44%
Utility-Telephone	64,281	34,788	54%
Utility-Trash	28,355	7,289	26%
Utility-Water	32,299	9,955	31%
Vehicle Maintenance (Scheduled)	80,200	19,087	24%
Vehicle Repair	104,200	44,021	42%
<b>Contractual Services (Subtotal)</b>	<b>1,629,477</b>	<b>666,866</b>	<b>41%</b>

**RANCHO SANTA FE FIRE PROTECTION DISTRICT**  
**OPERATING EXPENDITURES FOR FISCAL YEAR 17**  
July 1 through December 31, 2016

<b>MATERIALS &amp; SUPPLY</b>	<b>BUDGET EXPENDITURES FY17</b>	<b>ESTIMATED EXPENDITURES FY17</b>	<b>% OF BUDGET</b>
Apparatus	23,532	16,087	68%
Apparatus - Computers	13,904	-	0%
Audio Visual	350	75	21%
Books	4,072		0%
Cellular	1,420	30	2%
Computer	77,565	30,001	39%
Electrical Supplies	200	57	28%
Fire Hose, Nozzles & Supply	7,500		0%
Firefighting Foam	2,500	2,415	97%
Food for Major Emergencies	1,200	1,769	147%
Fuel	41,321 *	28,149	68%
Furnishings/Equipment	8,500	2,253	27%
Grants	-		0%
Hydrant Maintenance	1,000	840	84%
Janitorial	11,459	3,621	32%
Knox Replacement	5,000	767	15%
Landscape	2,000		0%
Lumber/Screws/Nails	100	132	132%
Maps	500		0%
Medical Supplies	43,411	9,126	21%
Miscellaneous	1,750	3,137	179%
Office - General	38,927	10,917	28%
Paint	100		0%
Program - Supplies (CERT)	2,000	349	17%
Public Education	24,000	12,082	50%
Radio	141,601	7,405	5%
Rock, Sand, Gravel	1,000		0%
Safety	64,584	23,569	36%
Special Events & Awards	8,000	544	7%
Station Maintenance	37,073	21,352	58%
Station Supplies/Replacements	5,950	4,296	72%
Street Signs & Markers	750		0%
Tools	901	194	21%
Training (Expendable Supplies)	14,890	3,349	22%
Uniforms	48,200	22,817	47%
<b>Material &amp; Supplies (Subtotal)</b>	<b>635,260</b>	<b>205,331</b>	<b>32%</b>

**RANCHO SANTA FE FIRE PROTECTION DISTRICT**  
**OPERATING EXPENDITURES FOR FISCAL YEAR 17**  
 July 1 through December 31, 2016

<b>OPERATING COST SUMMARY</b>	<b>BUDGET EXPENDITURES FY17</b>	<b>ESTIMATED EXPENDITURES FY17</b>	<b>% OF BUDGET</b>
Personnel	12,326,938	7,159,504	58%
Contractual	1,627,347	666,866	41%
Material & Supply	635,260	205,331	32%
Prior Year Expense	-	4,347	
Depreciation	720,478	360,239	50%
<b>TOTAL COSTS</b>	<b>15,310,023</b>	<b>8,396,287</b>	<b>55%</b>

<b>CAPITAL and PLANNED PROJECTS</b>	<b>Other Cash Payments</b>		
Copier (Replacement)	15,500	-	0%
nextGen RCS Infrastructure Cost	-	522,079	
Microwave Metropolitan Area Wireless Network	38,250	-	0%
Water Tender Replacement	380,000	-	0%
Staff Vehicle Replacement - Ford Explorer	45,000	31,053	69%
Engine - (Type 1* prior year approved)	660,000	24,185	4%
Staff Vehicle - Ford F-150	50,000	61,172	122%
<b>Total Capital and Planned Projects</b>	<b>1,188,750</b>	<b>638,489</b>	<b>54%</b>



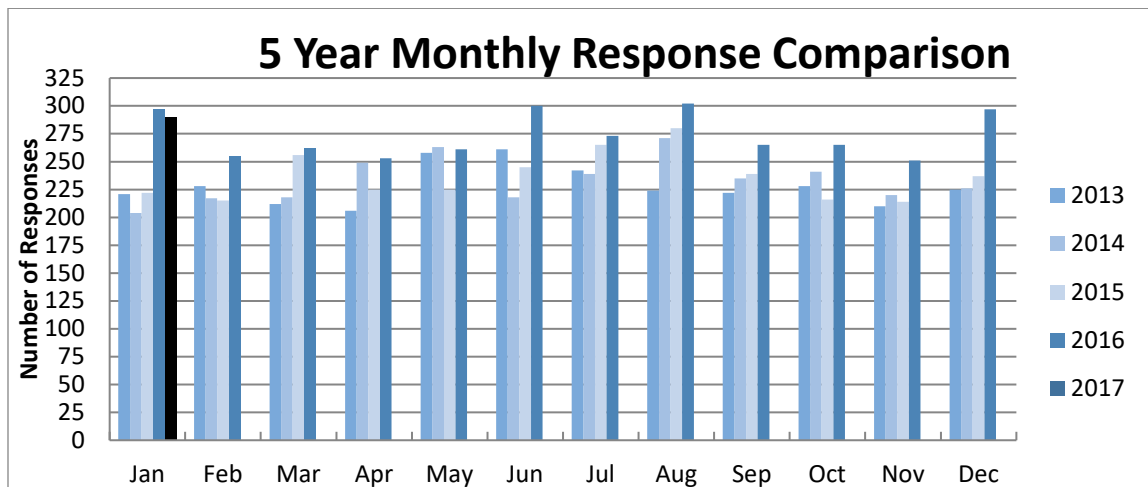
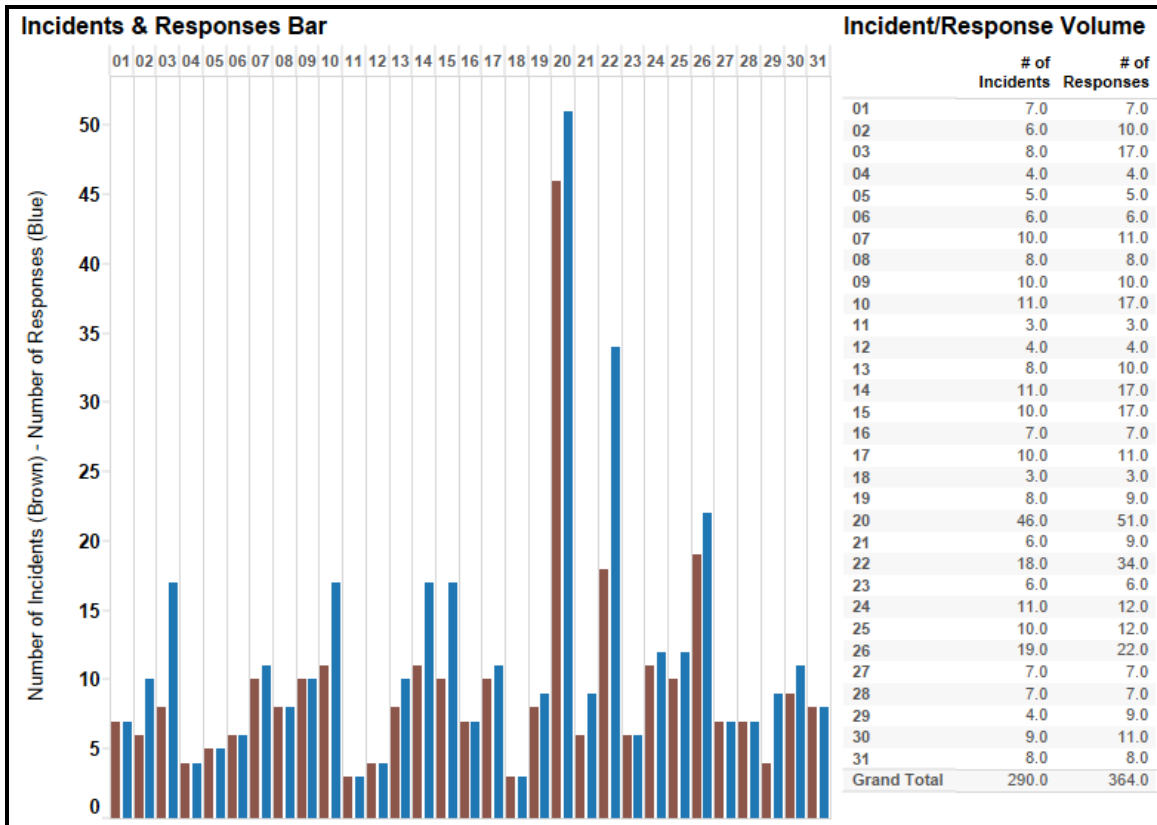
## Rancho Santa Fe Fire Protection District

### Statement of Cash Position (*Estimate*)

	FY17	01-Jul-16	30-Sep-16	31-Dec-16
<b>Cash Assets</b>				
Cash & Investments	12,739,821	13,753,232	13,812,485	
EFHG CalTrust	0	4,543,744	4,543,744	
Accounts Receivable	<u>1,199,525</u>	<u>442,121</u>	<u>489,341</u>	
Total - Cash Assets	13,939,346	14,195,352	14,301,826	
<b>Current Liabilities</b>				
Current Liabilities (AP)	40,491	9,219	9,219	
Employee Liabilities (Accrued)	1,027,929	1,104,887	920,062	
Other Liabilities				
Net Pension Liability	<u>8,883,393</u>	<u>8,883,393</u>	<u>8,883,393</u>	
Total Liabilities (Current)	9,951,813	9,997,500	9,812,674	
Cash Available ( <i>estimate</i> )	<u>3,987,532</u>	<u>4,197,853</u>	<u>4,489,152</u>	

Date	County of San Diego			Local Agency Investment Fund			Bank of America			CalTrust Investment		
	Average Daily Cash Balance	Interest Rate - %	Qtrly Earnings	Account Balance	Interest Rate - %	Qtrly Earnings	Account Balance	Interest Rate - %	Qtrly Earnings	Account Balance	Interest Rate - %	Qtrly Earnings
FY16												
30-Sep-15	9,116,014	0.1207499	11,007.58	2,507,708	0.3200	2,019.12	68,654.93	0.0200	3.47			
31-Dec-15	7,972,012	0.1723940	13,743.27	2,509,727	0.3700	2,322.84	68,654.40	0.0200	3.47			
31-Mar-16	10,342,559	0.1391914	14,395.95	2,512,050	0.4600	2,899.70	68,661.81	0.0200	3.41			
30-Jun-16	11,809,274	0.1433726	16,931.26	2,514,950	0.5500	3,421.54	68,665.23	0.0200	3.42			
	Annual Rate	<u>0.5757079</u>	<u>\$ 56,078.06</u>	Annual Rate	<u>0.4250</u>	<u>\$ 10,663.20</u>	Annual Rate	<u>0.0200</u>	<u>\$ 13.77</u>	Annual Rate	<u>0</u>	<u>\$ -</u>
FY17												
30-Sep-16	9,720,649	0.2181028	21,201.01	2,518,371	0.6000	3,826.52	68,668.68	0.0200	3.45	4,531,495	1.0100	-
31-Dec-16	10,718,806	0.2148859	23,033.20	2,522,198	0.6800	4,296.15	68,672.13	0.0200	3.45	4,539,515	1.1100	3,954.15
31-Mar-17	0	0.0000	-	0	0.0000	-	0.00	0.0000	-	0	0.0000	-
30-Jun-17	0	0.0000	-	0	0.0000	-	0.00	0.0000	-	0	0.0000	-
	Annual Rate	<u>0.4329887</u>	<u>\$ 44,234.21</u>	Annual Rate	<u>0.3200</u>	<u>\$ 8,122.67</u>	Annual Rate	<u>0.0200</u>	<u>\$ 6.90</u>	Annual Rate	<u>0.0200</u>	<u>\$ 3,954.15</u>

## January Incident Count Stations 1-6



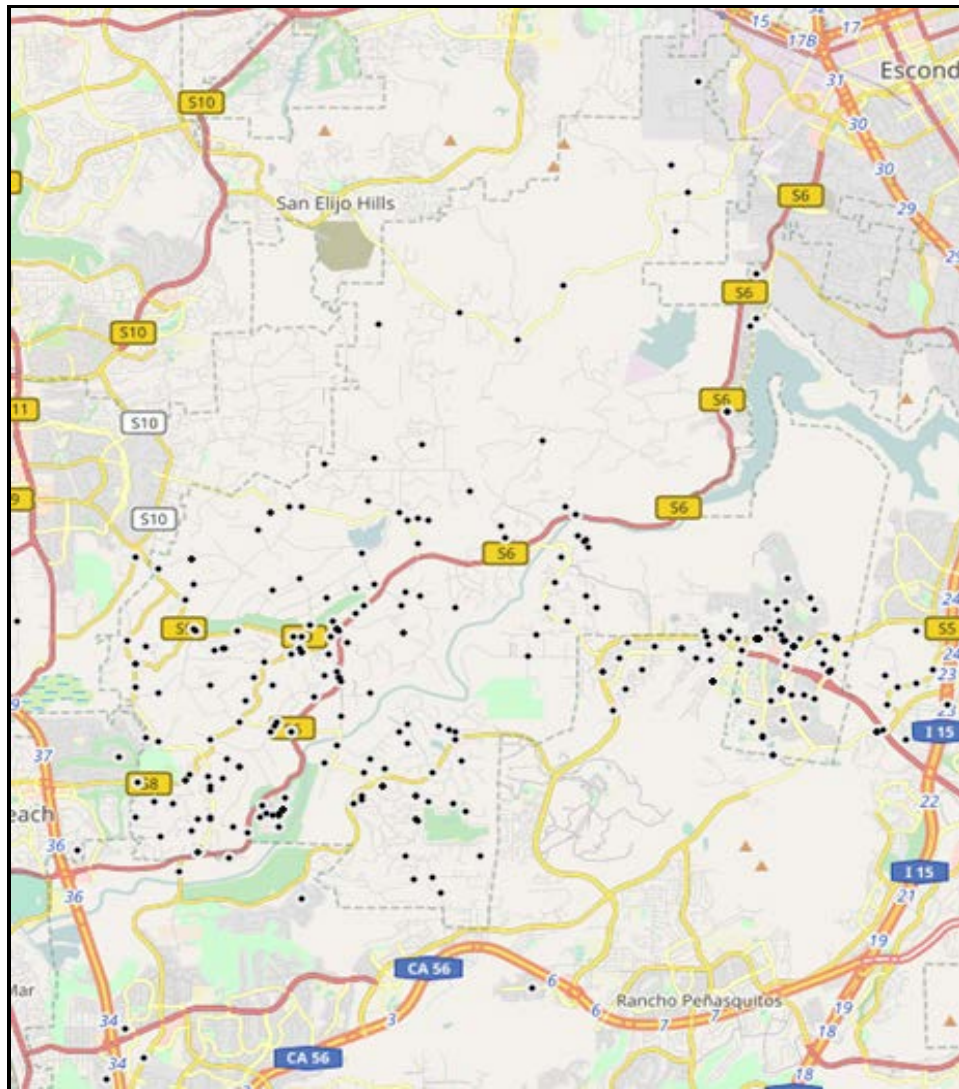
2017	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD Responses
Responses	290												290
YTD	299												
2016	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD Responses
Responses	297	255	262	253	261	300	273	302	265	265	251	297	3,281
YTD	297	552	814	1,067	1,328	1,628	1,901	2,203	2,468	2,733	2,984	3,281	15.6%
2015	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD Responses
Responses	222	215	256	225	225	245	265	280	239	216	214	237	2,839
YTD	222	437	693	918	1,143	1,388	1,653	1,933	2,172	2,388	2,602	2,839	1.3%
2014	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD Responses
Responses	204	217	218	249	263	218	239	271	235	241	220	226	2,801
YTD	204	421	639	888	1,151	1,369	1,608	1,879	2,114	2,355	2,575	2,801	2%
2013	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD Responses
Responses	221	228	212	206	258	261	242	224	222	228	210	225	2,737
YTD	221	449	661	867	1,125	1,386	1,628	1,852	2,074	2,302	2,512	2,737	

Incident Response Summary by Station	
Date Range: From 1/1/2017 To 1/31/2017	
Station: RSF1	99
Station: RSF2	95
Station: RSF3	59
Station: RSF4	26
Station: RSF5	7
Station: RSF6	4
<b>Total Incident Count:</b>	<b>290</b>

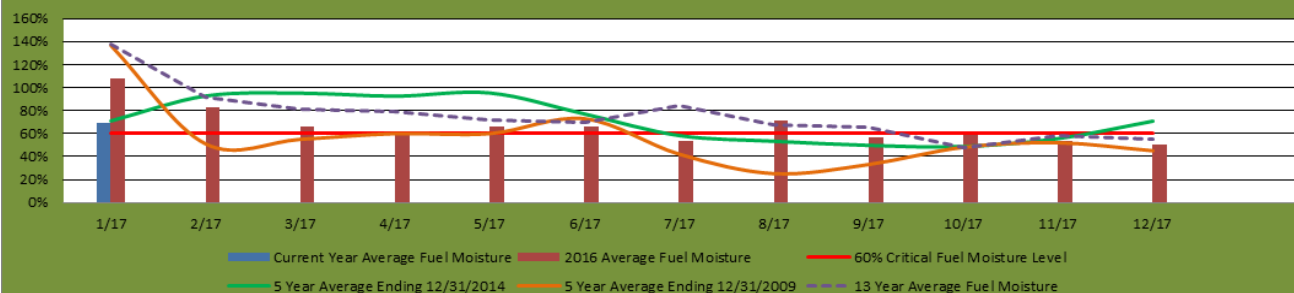
Incident Summary by Incident Type	
Date Range: From 1/1/2017 To 1/31/2017	
Fire	4
EMS/Rescue	114
Hazardous Condition	10
Service Call	65
Good Intent	61
False Call	36
<b>Totals</b>	<b>290</b>

SIGNIFICANT INCIDENTS/OVERHEAD ASSIGNMENTS				
DATE	INCIDENT/ LOCATION	TYPE	UNIT/PERSON	MISC.
1/20/2017	District Wide	Weather Event	Various	51 Responses for 24 hrs.
1/22/2017	Country Club x Harmony Grove Rd	Swift Water Rescue	1414, 2615, 1493, 2604, 1405, 2616, 1316, 1413, 2314, 2609,2602	Coastal and Cal Fire Swift Water Teams

## JANUARY INCIDENT DISTRIBUTION

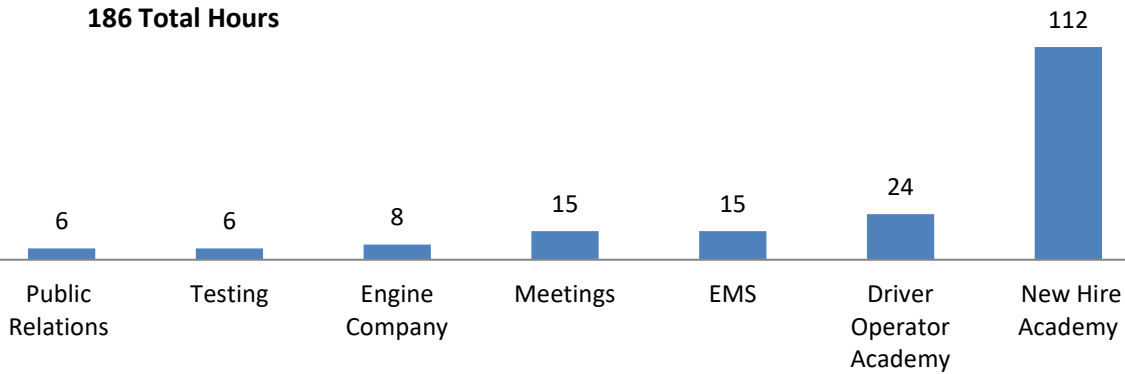


## 2017 District Live Fuel Moistures



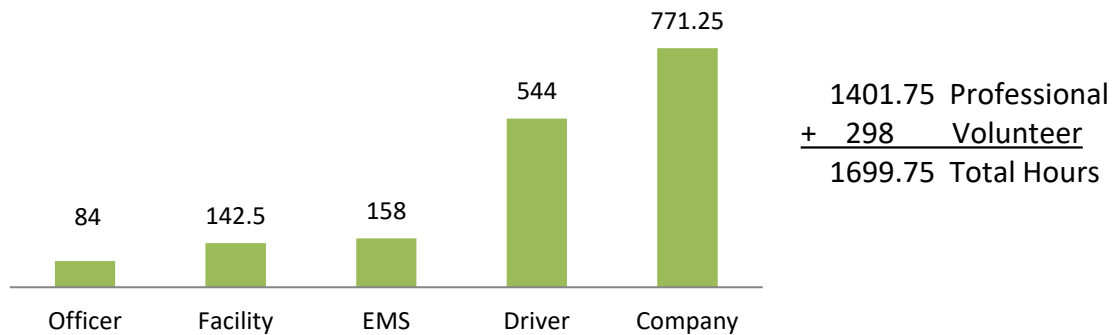
## Scheduled Training

186 Total Hours



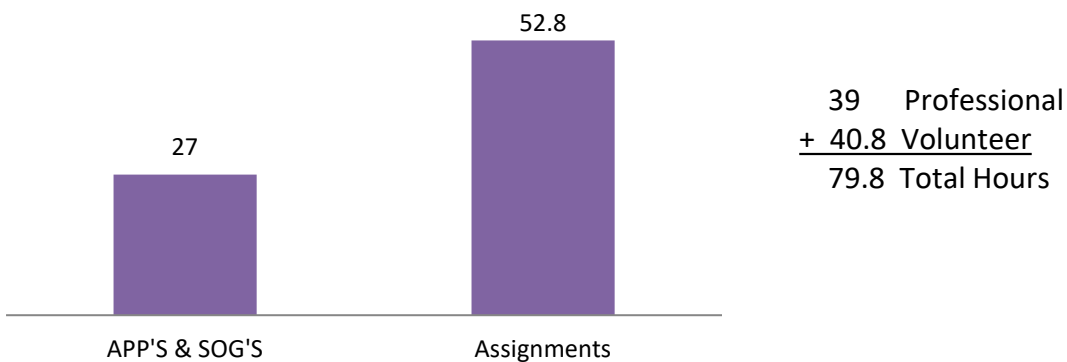
## Total Individual Hours

1699.75 Total Hours



## Target Solutions (On Demand) Hours

79.8 Total Hours



## Scheduled Training

Training hours are planned annually. This is to maintain a well organized year and to help the firefighters be successful with the hours required by Federal, State, Local.

### Total Individual Hours - 6 Subjects

Subject	Definition	Examples
<b>Company</b>	Documentation of all Company Training that is not Driver, Officer, Haz-Mat, or Facility Training.	Aerial Ladder, Hose, Ladders, Physical Fitness, SCBA, Technical Rescue, Ventilation, etc.
<b>Driver</b>	This is for documenting Driver Training hours. Per ISO standards employees considered a "Driver" will be required to complete 12 hours of Driver Training annually. You can use this same form to record Driver Training hours for Non-Drivers and it will be counted towards Company Training.	Apparatus Inspections & Maintenance, Basic Hydraulics, Defensive Driving, Maps, Driving Heavy Vehicles, Etc.
<b>Facility</b>	This is live training conducted at an approved site. For the location to be approved it must have at least two acres on the property, a three story tower, and a burn facility. It is also important to note that the training must not just occur on the approved site, but the facility itself must be used. If your users are just sitting in a classroom at an approved site, this cannot count towards facility hours and the completion would need to be applied elsewhere. However, if the classroom portion was followed by utilization of the facility, the entire time could count towards Facility Training.	Company Evolutions, NFPA 1410 Driver/Operator, NFPA 1002 Fire Officer, NFPA 1021 Firefighter Skills, NFPA 1001 Hazardous Materials, NFPA 472 Live Fire, NFPA 1403 Other NFPA Fire Based Training
<b>HazMat</b>	This is for documenting Hazardous Materials Training hours. Per ISO standards all firefighters are required to complete 6 hours of Hazardous Materials Training annually.	DOT Guidebook Review, Decontamination Procedures, First Responder Operations, Etc.
<b>Officer</b>	Per ISO standards employees considered a "Officer" will be required to complete 12 hours of Officer Training annually. You can use this same form to record Officer Training hours for Non-Officers and it will be counted towards Company Training.	Dispatch, General Education, Meetings, Orientation, Exam, Management Principles, Personnel, Promotional, Public Relations, Etc.
<b>EMS</b>	EMS is not tracked or required by Insurance service Organization for Rating. EMS Continuing Education is tracked for recertification of Paramedics (48/2yrs) and EMT (24/2yrs). Through Emergency Service Medical Administration (EMSA).	Continuing Education and SIMS

## Mandated Hours

Hours completed through an assignment on an online database (Target Solutions). Mandated assignments are required by either Federal, State, Local.

## PLAN REVIEW

RESIDENTIAL PLAN REVIEWS	Number of Structures	Sq Footage
Fire Marshal	0	0
Fire Inspector	6	13,113
Fire Inspector/Forester	9	35,322
<b>TOTAL</b>	<b>15</b>	<b>48,435</b>
RESIDENTIAL ADDITIONS	Original Sq Footage	Added Sq Footage
Fire Marshal	0	0
Fire Inspector	1,879	26
Fire Inspector/Forester	0	0
<b>TOTAL</b>	<b>1,879</b>	<b>26</b>
COMMERCIAL PLAN REVIEWS	Number of Structures	Sq Footage
Fire Marshal	0	0
Fire Inspector	2	0
Fire Inspector/Forester	0	0
<b>TOTAL</b>	<b>2</b>	<b>0</b>
TOTAL NEW CONSTRUCTION		Sq Footage
<b>Based on permitted Sq footage</b>	<b>Total Added</b>	<b>48,461</b>
FIRE SPRINKLER REVIEWS	Commercial	Residential
Fire Marshal	0	0
Fire Inspector	2	3
Fire Inspector/Forester	0	0
<b>TOTAL</b>	<b>2</b>	<b>3</b>
TENANT IMPROVEMENTS	Number of Structures	Sq Footage
Fire Marshal	0	0
Fire Inspector	0	0
Fire Inspector/Forester	1	0
<b>TOTAL</b>	<b>1</b>	<b>0</b>
LANDSCAPE REVIEWS	Number of Reviews	Staff Hours
Fire Marshal	0	0.00
Fire Inspector	14	14.00
Fire Inspector/Forester	3	1.50
<b>TOTAL</b>	<b>17</b>	<b>15.50</b>



**SERVICES PROVIDED- FIRE PREVENTION**

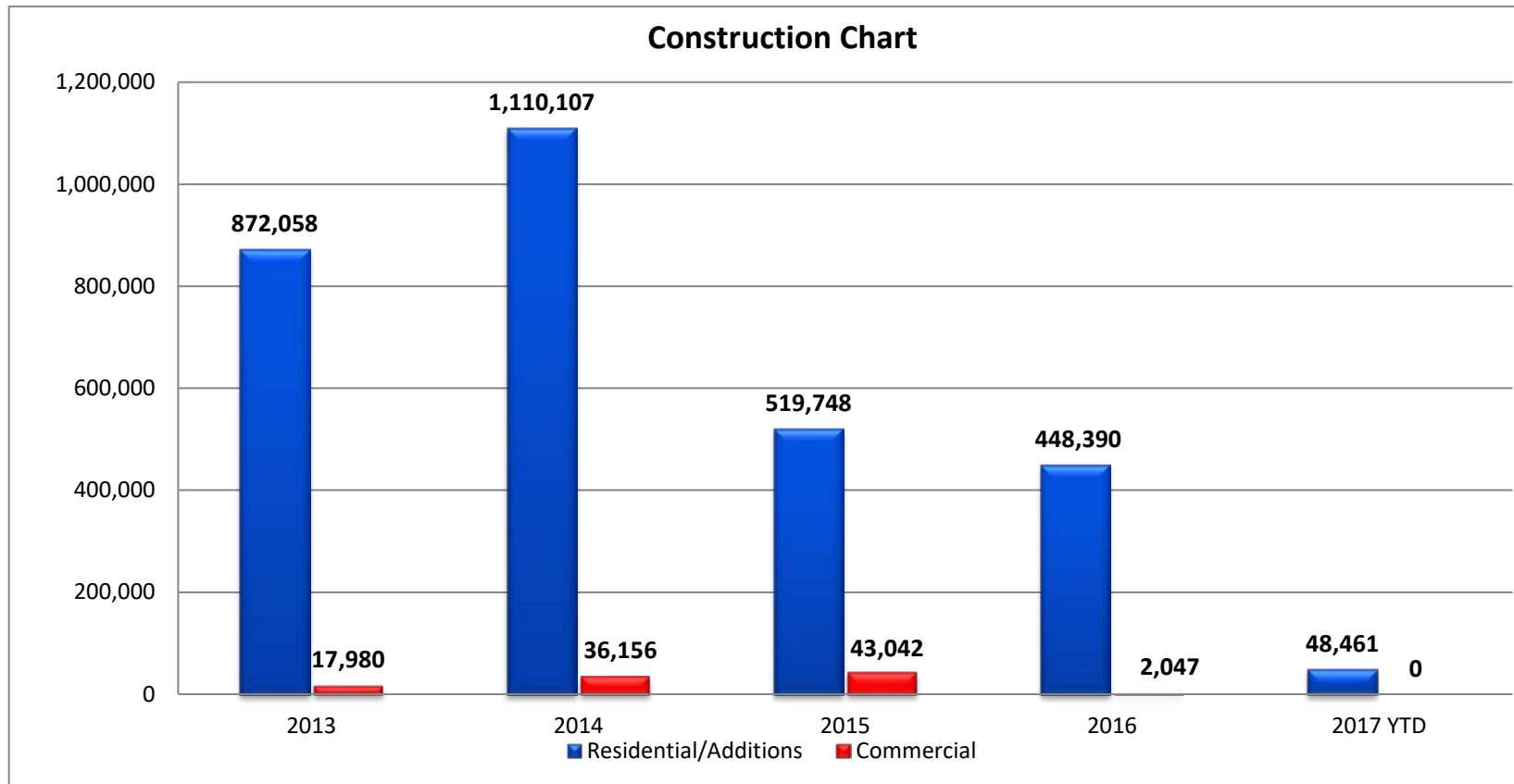
<b>DPLU -All Staff</b>	<b>Number</b>	<b>Staff Hours</b>
Project Availability Forms	3	3.00
Use Permits	0	0.00
Zaps	0	0.00
Administrative Review	0	0.00
Habit Plans	0	0.00
Approval Letters	0	0.00
CWPP/FPP	0	0.00
<b>TOTAL</b>	<b>3</b>	<b>3.00</b>
<b>INSPECTION SERVICES- All Staff</b>	<b>Number of Inspections</b>	<b>Staff Hours</b>
Undergrounds	1	1.00
Hydros (Fire Sprinklers)	27	26.50
Finals (Structures)	30	40.00
Landscape	2	1.00
Reinspections	2	0.00
Tents/Canopy	1	1.50
Burn Permits	2	1.00
Department of Social Service Licensing	3	2.00
Knox/Strobe	2	1.00
Code Enforcement	1	1.00
Engine Company Follow Up	0	0.00
Misc.	1	1.00
<b>TOTAL</b>	<b>72</b>	<b>76.00</b>
<b>HAZARD INSPECTIONS - All Staff</b>	<b>Number of Inspections</b>	<b>Staff Hours</b>
Weed Abatement Inspection	10	0.80
Weed Abatement Reinspection	50	7.50
1st Notice	2	0.50
2nd Notice	4	0.50
Final Notice	10	2.50
Forced Abatement	3	6.00
Annual Mailers	0	0.00
Homeowner Meeting	5	2.50
WUI	0	0.00
<b>TOTAL</b>	<b>89</b>	<b>22.30</b>
<b>GRADING -All Staff</b>	<b>Number of Reviews</b>	<b>Staff Hours</b>
Plan Review	3	2.00
<b>TOTAL</b>	<b>3</b>	<b>2.00</b>

# ADMINISTRATIVE SERVICES- FIRE PREVENTION

SPECIAL ACTIVITIES/EDUCATION-All Staff	Number	Staff Hours
GIS Mapping	0	0.00
CalFire Crew Projects	0	0.00
Hazmat	0	0.00
Emergency Response/Support	0	0.00
Training Classes	0	0.00
Conferences	0	0.00
Meetings	18	19.0
Other	0	0.00
Supervision	0	0.00
Fuels Reduction	0	0.00
<b>TOTAL</b>	<b>18</b>	<b>19.00</b>
FIRE PREVENTION -All Staff	Number	Staff Hours
Incoming Phone Calls	241	60.25
Correspondence	223	55.75
Consultations	70	70.00
Plan Review	42	42.00
Scanning	200	50.00
General Office	82	82.00
<b>TOTAL</b>	<b>858</b>	<b>360.00</b>

# ADMINISTRATIVE SERVICES- OFFICE SUPPORT

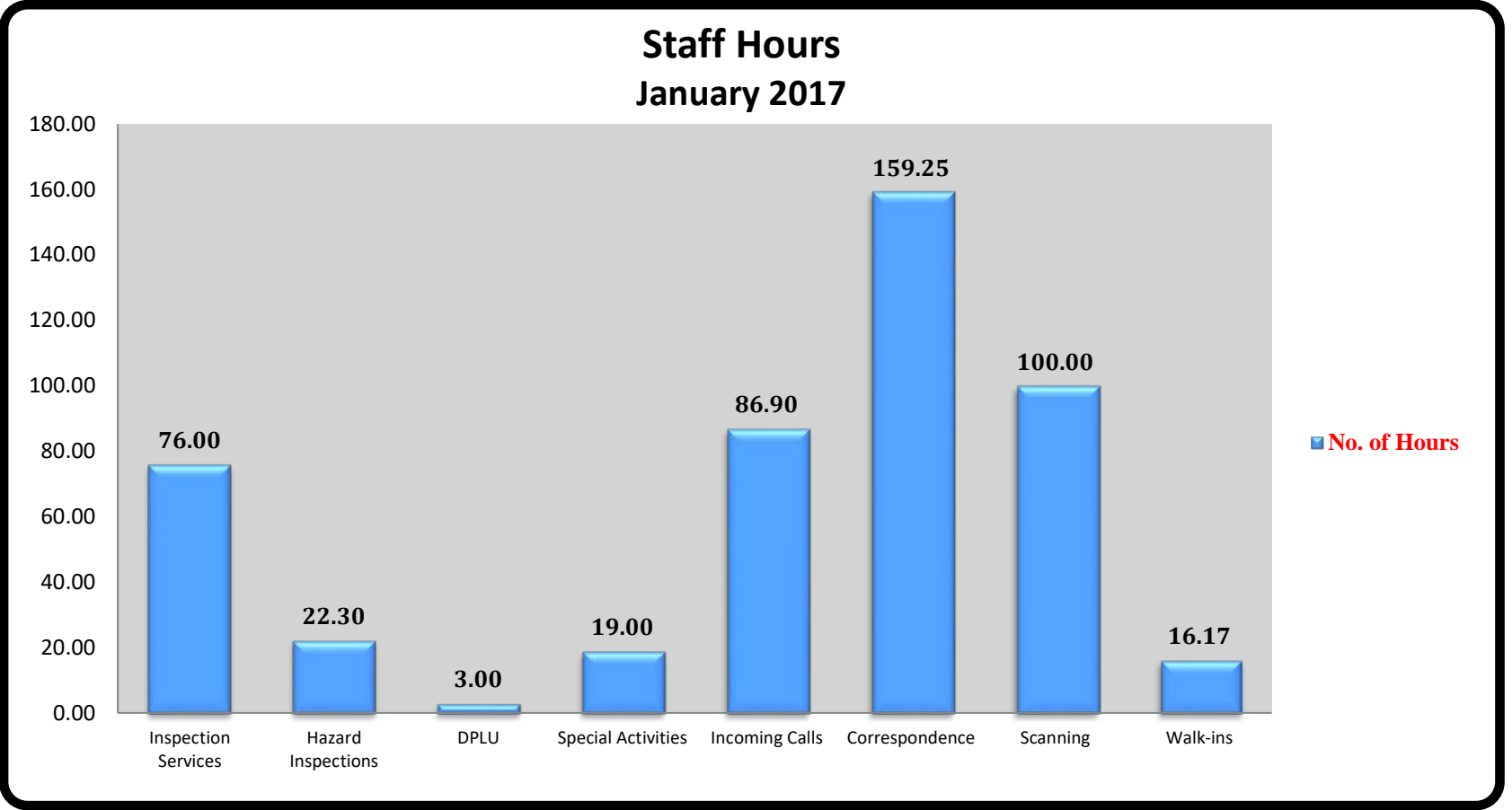
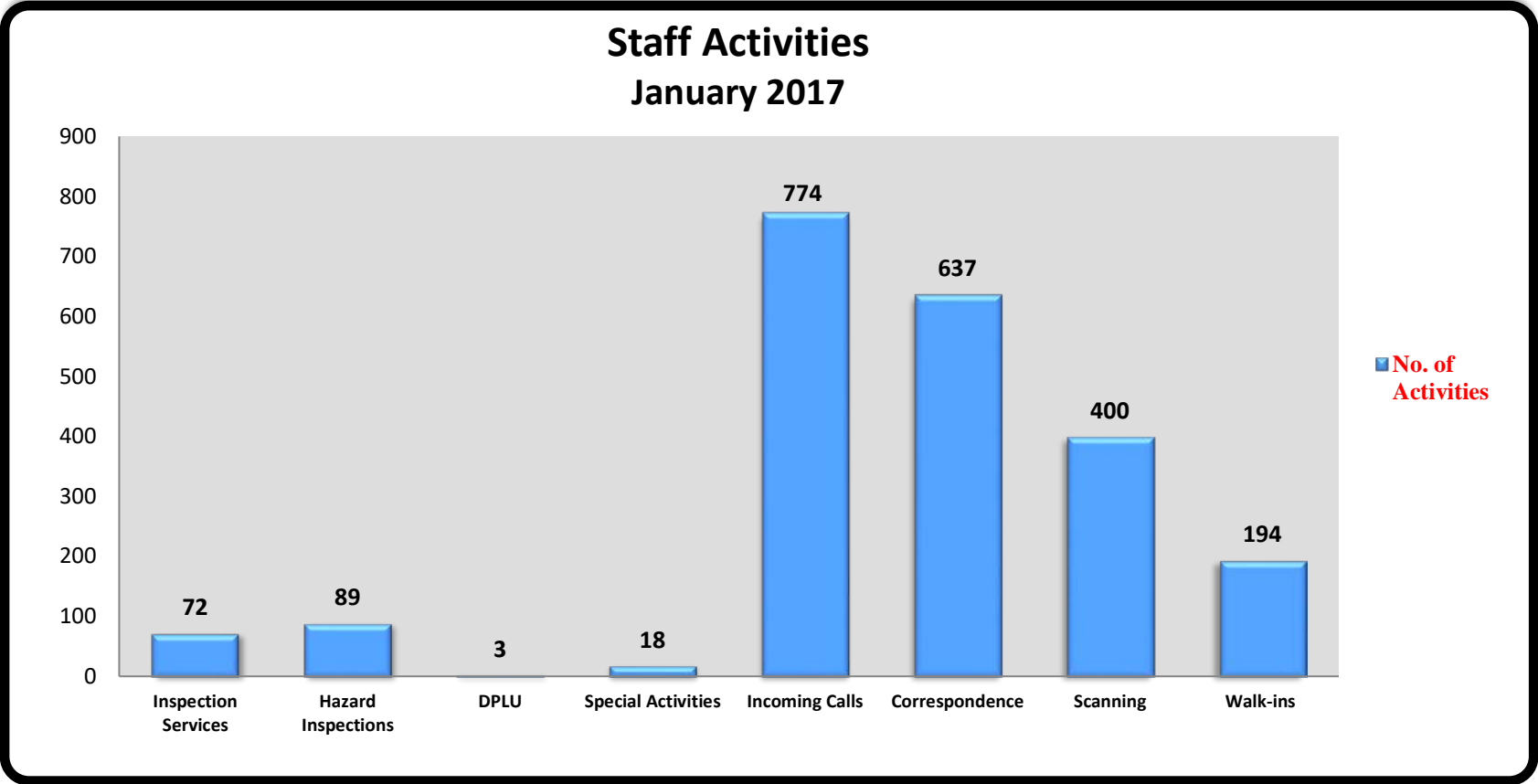
OFFICE COORDINATOR-PREVENTION	Number	Staff Hours
Phone Calls (All Administrative Staff) Internal & External	533	26.65
Correspondence	414	103.50
Walk in/Counter (All Administrative Staff)	194	16.17
Knox Application Request	3	0.75
Burn Permits	2	1.00
UPS Outgoing Shipments	1	0.08
Plan Accepted/Routed	60	53.00
Special Projects	7	7.00
Scanning Documents/Electronic Files	200	50.00
Meetings: Admin/Prevention/Admin Shift	8	4.00
Post Office Runs	5	2.50
Deposit runs and preparations	22	11.00
<b>TOTAL</b>	<b>1,449</b>	<b>275.65</b>



Year	Res/Add	Comm	Total
2013	872,058	17,980	890,038
2014	1,110,107	36,156	1,146,263
2015	519,748	43,042	562,790
2016	448,390	2,047	450,437
2016 YTD	28,487	0	28,487
2017 YTD	48,435	0	48,435

Comparison 2016/2017 Total Square Footage

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2016	28,971	25,957	12,480	19,850	15,989	47,693	28,456	91,542	70,894	25,511	54,531	28,563
2017	48,435											



**Comparison 2016/2017 Total Monthly Hours/Activities**

2016	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Activities	1517	1448	1473	1778	1841	3031	3081	3442	3462	3107	2491	1602
Hours	291.25	342.92	316.17	373.08	385.52	504.02	614.88	629.98	637.08	572.3	522.18	392.63

2017	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Activities	2187											
Hours	482.62											

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

<b>WEBSITE/INTERNET</b>		Staff Hours
<b>Update existing info &amp; documents:</b> <i>Updated home page, news, photos, etc</i>		<b>4.0</b>
		4.0
		0.0
<b>Compile &amp; write new information:</b> <i>New Website Development</i>		<b>12.0</b>
		12.0
<b>Social Media</b> <i>Facebook "Fans" - 886</i>  <i>Instagram "Followers" - 35</i>  <i>Twitter "Followers" - 2,554</i>		<b>5.0</b>
		2.0
		1.0
		2.0
<b>TOTAL</b>		<b>21.0</b>
<b>PUBLICATIONS</b>		Staff Hours
<b>Design/write brochures, flyers, etc:</b> <i>Love Your Heart</i>		<b>2.0</b>
		2.0
<b>TOTAL</b>		<b>2.0</b>

<b>MEDIA RELATIONS</b>		Staff Hours
<b>On-scene Public Information Officer:</b>		<b>2.0</b>
<i>Trainig Facility</i>		2.0
<b>Press Releases:</b>		<b>10.0</b>
<i>Training Facility</i>		3.0
<i>Love Your Heart Day</i>		1.0
<i>Oak Valley Middle School</i>		1.0
<i>Swift Water Rescue</i>		2.0
<i>New Year's Safety Tips</i>		3.0
<b>Other Articles/Stories/Interviews:</b>		<b>0.0</b>
<b>TOTAL</b>		<b>12.0</b>

<b>EDUCATIONAL PROGRAMS/PRESENTATIONS</b>		Staff Hours
<b>Children's Programs</b>		<b>9.0</b>
<i>Coloring Contest (voting)</i>		8.0
<i>Station Tours</i>		1.0
<b>Adult Programs:</b>		<b>1.0</b>
<i>Meeting with homeowner regarding smoke alarm</i>		1.0
<b>TOTAL</b>		<b>10.0</b>

<b>EVENTS</b>		Staff Hours
<b>External/Community Events:</b>		<b>5.0</b>
<i>RSF Association Tree Planting</i>		5.0
<b>Internal Events:</b>		<b>1.0</b>
<i>Badge Ceremony</i>		1.0
<b>TOTAL</b>		<b>6.0</b>
<b>CONTINUING EDUCATION</b>		Staff Hours
<b>Training Classes:</b>		<b>0.0</b>
<b>Conferences:</b>		<b>0.0</b>
<b>Meetings:</b>		<b>5.0</b>
<i>Staff meetings</i>		3.0
<i>Shift Meetings</i>		0.0
<i>CSA17 Meeting</i>		1.0
<i>So Cal Pub Ed</i>		0.0
<i>RSF Association Calendar Planning</i>		1.0
<b>TOTAL</b>		<b>5.0</b>
<b>CLERICAL</b>		Staff Hours
<b>Prevention-related:</b>		<b>46.0</b>
<i>Mailbox, email inbox, phone calls, news clips, etc.</i>		42.0
<i>Phone Calls</i>		4.0
<b>Non-prevention/non-minute related:</b>		<b>28.0</b>
<b>TOTAL</b>		<b>74.0</b>
<b>TOTAL HOURS</b>		<b>130.0</b>

## RESOLUTION 2017-01

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

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

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

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

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

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

NOW THEREFORE, the District and the Association agree to MOU (Exhibit A.) for a term January 1, 2017 thru December 31, 2019.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Rancho Santa Fe Fire Protection District on February 8, 2017 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

JAMES H ASHCRAFT  
President

ATTEST:

---

Karlana Rannals  
Secretary



# RANCHO SANTA FE FIRE PROTECTION DISTRICT

## MEMORANDUM OF UNDERSTANDING

---

RANCHO SANTA FE PROFESSIONAL  
FIREFIGHTERS ASSOCIATION – LOCAL 4349



Expires: December 31, 201~~6~~<sup>9</sup>

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

**ARTICLE I                      PREAMBLE**

01.01 This Memorandum of Understanding is made and entered into this 1st day of January 201~~7~~<sup>23</sup> by and between the Rancho Santa Fe Fire Protection District (hereinafter referred to as the "DISTRICT") and the Rancho Santa Fe Firefighters Professional Firefighters Association – Local 4349 (hereinafter referred to as "ASSOCIATION").

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

**ARTICLE II                      RECOGNITION**

02.01 The District recognizes the Association as the majority representative for all classifications in the bargaining unit.

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

02.03 Current classifications assigned to the bargaining unit are:

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

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

**ARTICLE III                      IMPLEMENTATION**

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

**ARTICLE IV                      TERM**

04.01 The term of this Memorandum shall commence on the date when the terms and conditions for its effectiveness, as set forth in Implementation, are fully met; but in no event shall said Memorandum become effective prior to 12:01 am on January 1, 201~~4~~<sup>7</sup>. Memorandum shall expire and otherwise be fully terminated at 12:00 midnight on December 31, 201~~6~~<sup>9</sup>.

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

## **ARTICLE V                    RENEGOTIATION**

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

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

## **ARTICLE VI                    MANAGEMENT RIGHTS**

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

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

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

## **ARTICLE VII           EMPLOYEE RIGHTS**

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

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

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

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

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

## **ARTICLE IX           GRIEVANCES**

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

### **09.02 General Provisions**

- a. All grievances shall be filed in writing within fifteen (15) calendar days of the date on which the employee knew or reasonably should have known of the alleged grievable incident. Any grievance not timely filed or appealed within specified time limits shall be null and void.
- b. A written statement of grievance shall identify the specific provision or provisions of this Memorandum of Understanding alleged to have been violated. Also, a statement of grievance shall set forth the specific factual information which gives rise to the filing of the grievance.
- c. Time limits provided for herein may be extended through mutual written consent of the parties.
- d. Except where grievances are resolved or ruled upon by the Board of Directors, all grievance resolutions involving the commitment of District funds shall be subject to the written approval of the Fire Chief.

- e. Parties to the grievance procedure shall be entitled to have a representative to act in his/her behalf at each step of the grievance procedure.

#### 09.03 Procedures

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

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

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

10.02 It is agreed that all appeals relating to any disciplinary action shall be submitted in writing to the District in accordance with the following:

1. Appeal of Punitive Action ~~Not Involving Discharge, Demotion, Suspension (3 days or less), or Reduction in Base Pay (3 days or less)~~ – *Informal Procedure*

Pursuant to Government Code section 11445.20, the following informal procedure shall be used for an appeal by a Firefighter of a punitive action ~~not involving a discharge, demotion, suspension of three (3) days or less, or reduction in pay that is valued at three (3) day or less.~~

- a. Notice of Informal Hearing: this Discipline Policy shall serve as the notice of the District's election to proceed with an informal hearing and the District is not required to repeat this notice in connection with discipline identified in this section.
- b. Notice of Appeal to Fire Chief: within five (5) calendar days of receipt by a Firefighter of a notice of punitive action under this section, the Firefighter shall notify the Fire Chief in writing of the Firefighter's intent to appeal the punitive action.

The notice of appeal shall specify the action being appealed and the substantive and procedural grounds for appeal.

The Fire Chief shall schedule an appeal hearing within fifteen (15) calendar days of the date of filing of the Notice of Appeal and the Administrative Manager shall notify the Employee of the time and date fixed for the Hearing.

Upon conclusion of the appeals hearing, the Fire Chief shall review all the information and inform the Employee in writing, of Fire Chief's determination within five (5) working days after the Hearing. The written decision shall be pursuant to Government Code section 11425.50. The written decision shall be served on the employee and his or her attorney or representative. The date of mailing shall be the service date. The Firefighter shall be informed of his or her right to seek judicial review of the decision pursuant to Code of Civil Procedure section 1094.

If the Employee is dissatisfied with the determination made by the Fire Chief, he/she may appeal the determination to the Board of Directors; provided that a Written Notice of Appeal is filed with the Administrative Manager no later than fifteen (15) calendar days after the date of personal service or mailing of the Notice of the Fire Chief's decision, whichever is earlier.

- c. Notice of Appeal to Board of Directors: Upon receiving a written Notice of Appeal to the Board of Directors, the Administrative Manager shall notify the President of the Board of Directors of the appeal request. The decision of the Board of Directors shall be final and binding and not subject to any further appeal.
- d. Procedure: The Board of Directors shall set an informal hearing within fifteen (15) days from receipt of the Firefighter's notice of appeal. The District shall have the burden of proof, which shall be established by a preponderance of the evidence. The formal rules of evidence do not apply and the presiding officer may exclude evidence which is incompetent, irrelevant or cumulative. The District has determined cross-examination is not necessary for proper determination under the informal hearing

procedure. However, the Board of Directors has discretion to permit cross-examination of witnesses in the informal hearing if it is necessary for proper determination of the matter. The Board of Directors may permit the parties to submit either oral or written closing arguments at the conclusion of the informal hearing. The hearing shall be recorded by a court reporter only if the discipline involves loss of compensation. All other hearings may be tape recorded at the request of the parties. The per diem cost of the court reporter shall be equally borne by the parties, and the cost of receiving a transcript of the hearing shall be borne by the party making the request.

- e. Representation: The Firefighter may be represented by an association representative or attorney of his or her choice at all stages of the proceedings. The fees and costs associated with such representation shall be borne by the Firefighter.

Decision: The Board of Directors decision shall be in writing pursuant to Government Code section 11425.50. The written decision shall be served on the employee and his or her attorney or representative. The date of mailing shall be the service date. The Firefighter shall be informed of his or her right to seek judicial review of the decision pursuant to Code of Civil Procedure section 1094.5.

2. Appeal of Punitive Action Involving Discharge, Demotion, Suspension (4 days or more), or Reduction in Pay – Formal Hearing

Pursuant to Government Code section 11512, the following formal procedure shall be used for an appeal by a Firefighter of a punitive action involving a discharge, demotion, suspension of (4) days or more, or reduction in pay that is valued at four (4) day or more.

- a. Notice of Discipline: in the case of punitive action, the District shall personally serve the Firefighter with a final notice of discipline in the form of an Accusation, which shall state the Firefighter's request for a hearing must be received by the District within fifteen (15) calendar days after the Accusation is personally served on the Firefighter and their representative. The notice of discipline will include the specific instructions on how the Firefighter may request the appeal. If the Accusation is served by mail, then the request for hearing must be received by the District within fifteen (15) calendar days from the date of the Accusation. The District shall secure and retain proof of service of the notice of discipline.
- b. Accusation: the final notice of discipline, which may be issued upon the conclusion of any pre-disciplinary procedures, shall serve as the Accusation per Government Code section 11500 et seq. The discipline shall not be effective sooner than 48 hours from issuance of the final notice of discipline.
- c. Notice of Defense: The Firefighter may appeal the discipline by submitting an appeal ("notice of defense" in accordance with Government Code section 11506) to the District's Administrative Manager within fifteen (15) calendar days of being served with the Accusation. The notice of defense may request a hearing, object to the Accusation, admit the Accusation in whole or in part, and/or present new matter by



way of defense. The notice of defense shall be in writing, signed, and include a current mailing address.

- d. Hearing: The Firefighter shall be entitled to a hearing if the notice of defense is timely filed with the District's Administrative Manager. Failure to timely file the notice of defense shall result in a waiver of the right to a hearing. Upon receipt of the notice of defense, the District shall contact the Office of Administrative Hearings to have the matter set for hearing.
- e. Conduct of Hearing: The Administrative Law Judge will conduct the hearing(s) as s/he deems necessary to determine the pertinent facts related to the disciplinary action. Such hearing(s) shall be closed to the public unless the employee requesting the hearing(s) requests in advance that the hearing(s) be open to the public. The employee(s) and District representative(s) shall have the right to appear before the Administrative Law Judge during such hearing and may have counsel present. If either party appears before the Administrative Law Judge, both parties shall be present.
  - i. A record of the hearing shall be made and kept by a certified court reporter. The per diem fee of the certified court reporter shall be borne by the District. The cost of transcription shall be borne by the party ordering the transcript.
  - ii. All fees and expenses of the Administrative Law Judge shall be borne by the District.
  - iii. All fees and expenses related to the securing of a representative and/or legal counsel, witness fees and other expenses associated with representation and presentation of evidence shall be borne by the party at whose direction said expense is incurred.
  - iv. The Administrative Law Judge shall hear and consider the evidence presented on behalf of the District which constitutes the grounds for the disciplinary action. The employee shall have the right to cross-examine any witness called. Thereafter, the employee shall have the opportunity to present any competent and relevant evidence and to be represented by an attorney or other person employed at the employee's expense in a representative capacity. The District shall be entitled to cross-examine any witnesses called by the employee.
  - v. The hearing need not be conducted in strict conformity with the rules of evidence as applied in a court of law, but all parties shall the substance of the rules of evidence so that the matter may be determined upon reliable evidence. Hearsay that would be inadmissible in a civil or criminal proceeding cannot alone support a finding by the hearing officer. The Administrative Law Judge shall admit evidence, including hearsay which is of such reliability that reasonable persons rely upon it in the conduct of serious matters such as the hearing. Discovery shall be conducted in accordance with the procedures described in Government Code section 11507.6.

- vi. The burden of proof and production of evidence on the charges of discipline shall be borne by the District. The standard of proof shall be a preponderance of the evidence. The employee shall have the burden of proving any affirmative defenses.
- vii. Not later than ten (10) calendar days prior to the commencement of the hearing, the parties shall exchange lists of witnesses each intends to call at the hearing and a list of documents to be introduced at the hearing. Copies of such documents shall be attached to the list. The documents shall be served on or before the tenth (10th) calendar day prior to the commencement of the hearing. Absent a showing of good cause, failure to comply with these requirements shall result in exclusion of witness testimony and/or rejection of exhibits not designated in the submissions. The disclosure requirements do not apply to rebuttal witnesses.
- viii. The Administrative Law Judge shall be empowered to issue subpoenas for the production of persons and documents. The California Code of Civil Procedure, Evidence Code, and other applicable statutes shall apply to the validity and processing of subpoenas and to the method of service of the same.
- ix. The Administrative Law Judge shall prepare and certify his/her advisory decision to the Fire Chief and employee. A copy of the advisory decision shall be provided to the employee's last known residential address with a proof of service regardless of the employee's representation by counsel or other.
- x. The Board of Directors of the District shall receive the advisory decision and issue the final decision. The final decision of the Board of Directors shall become effective ten (10) calendar days after it is delivered or mailed to the employee.
- xi. Should the need for a continuance of the hearing arise, the party requesting the continuance shall notify the parties within ten (10) calendar days of discovering the event or circumstances giving rise to the need for the continuance upon good cause. A continuance may be granted if the party seeking the continuance is not responsible for and has made a good faith effort to prevent the cause for the continuance.
- xii. The Firefighter shall be informed of his or her right to seek a judicial review of the decision pursuant to Code of Civil Procedure section 1094.5.
- xiii. Judicial review of the Board of Director's final decision shall be sought within the time provided for in California Code of Civil Procedure section 1094.6 (a petition for peremptory writ of mandate shall be filed no later than the 90th calendar day following the date on which the final decision is mailed by first-class mail, postage pre-paid, including a copy of the affidavit or certificate of mailing).

xiv. Formal hearing procedures not specifically identified in this policy shall be in accordance with the provisions of the California Administrative Procedure Act, Government Code section 11500, et seq.

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

## **ARTICLE XI            GENERAL PROVISIONS**

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

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

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

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

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

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

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

## **ARTICLE XII            SENIORITY PROVISIONS**

### **12.01 Seniority Defined:**

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

### **12.02 Seniority Credit:**

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

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

- a. If an employee is suspended through no fault of his/her own and is later re-employed, he/she shall not lose any seniority credit for any period of actual service; if, however, he/she has been separated from service by resignation or discharge for cause and is again employed, he/she shall not receive any seniority credit for service rendered prior to his/her separation from service.
- b. When two or more employees are appointed on the same date in the same classification, the order of precedence shall be determined by the order of the relative position of such employees on the eligibility list from which said employees were appointed.

## **ARTICLE XIII            REDUCTION IN FORCE**

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

- a. When a position is to be eliminated, classification seniority will be used as the criteria. For more than one employee with the same class seniority, the next criteria will be District seniority.
- b. An affected employee shall be given the choice of either being laid off or being reduced to the previous rank held.

- c. An employee being reduced may not replace an employee who has more District Seniority, but instead must move to the next lower rank.
- d. When re-strengthening the District, all those affected by the reduction in force shall be given the opportunity to move back into their former positions before any new personnel are hired or promoted.
- e. The time limit for rehire shall be 24 months from the date of lay-off for employees who have completed initial probation. Time limit for rehire shall be six (6) months for employees who have not completed initial probation.
- f. The District agrees to meet and confer prior to a long-term (one year or more) reduction in force from the current levels.

## **ARTICLE XIV            UNIFORMS**

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

## **ARTICLE XV            VACATION ACCRUAL**

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

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

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

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

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

## ARTICLE XVI HOLIDAYS

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

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

16.02 All classifications in the Bargaining Unit will receive 120 hours annually, in lieu of and regardless of the number of holidays worked. Employees with less than twelve months of consecutive employment will be compensated proportionately from date of hire through October 31, or November 1 thru termination of employment. This will be paid separately with the November 15 paycheck.

16.03 Each employee will have the option to convert Holiday Pay to Holiday Time Off. Holiday time off will be determined by dividing the number of hours desired to convert by 1.5. This time will be added to the employee's accrued vacation time with the November ~~30~~ 15 paycheck. Each employee must notify the payroll office prior to October November 15 each year if this option is to be selected. This conversion cannot be enacted if the converted hours cause an employee to exceed the maximum accrual rate per District policy A201.01

## ARTICLE XVII HOURS OF WORK

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

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

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

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

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

## ARTICLE XVIII HEALTH INSURANCE

18.01 The District shall ~~contract with a provider(s) for medical and dental benefits for the purpose of providing employees and their eligible dependents with insurance benefits. remit insurance premiums for HMO medical (at the enrolled rate) and HMO dental insurance (family rate) for the District's employees and their dependents.~~ The District agrees to contribute ~~\$1,000~~ 80% of the average CalPERS HMO medical plans and 100% of HMO dental plan(s) offered (at the family rate), per month toward medical and dental insurance. This calculated dollar amount shall be inclusive of any mandatory contributions that may be required by the provider. However, if the monthly premiums for medical and dental insurance exceed ~~\$1,000~~ 80% of the average HMO medical/dental plans offered per month, the affected employee ~~and District agree to share the cost difference 50/50. If an employee enrolls at a single rate, the District shall place a capped rate of \$1,000 per month (\$12,000 annually) will be responsible for the difference.~~

18.02 Any unused premium may be used for medical/dental expenses as defined by the Administrative Policy for a maximum period of ~~24~~ 18 months. After the ~~24~~ 18-month period expires, 100% of any unused premium shall be transferred to the employee's Retirement Health Savings Account. NOTE: If an employee separates from employment, the unused premium shall be forfeited.

18.03 The District will strive to provide every eligible employee with options for group medical and dental insurance plans. If eligible dependents are enrolled in the group insurance, they must be enrolled in the same coverage as the employee.

18.04 Eligible full-time employees may elect to opt out of only the medical insurance, if proof of coverage can be provided to the District. If no medical options are selected, the District shall place a capped rate of \$1,000 per month (\$12,000 annually) in the employee's medical reimbursement account. Unused premiums shall be transferred to the employee's HRSA per the provisions in 18.02.

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

### ~~18.06 Medicare-Eligible Retirees~~

~~The District may offer one or more Medicare supplement plans. The retiree will be responsible for the entire premium and a two percent (2%) administrative cost.~~

## ARTICLE XIX RETIREMENT HEALTH SAVINGS ACCOUNT

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

- a. A monetary contribution will be made by the District in the amount of \$100 per employee per month.
- b. The value of any unused medical reimbursement shall be transferred at the end of each calendar and fiscal year to the employee's RHSA (contributed twice a year).
- c. If the employee has an excess of ~~720~~ 500 hours of unused sick leave, then at the end of each calendar year 50% of the unused sick leave (144 minus sick leave used) will be contributed to the RHSA at the employee's hourly rate effective December 31.



## ARTICLE XX SICK LEAVE

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

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

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

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

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

### 20.06 At retirement, unused sick leave shall be converted as follows:

~~a. At retirement unused sick leave credit shall be converted to one of the following:~~

~~All unused sick leave hours will may be reported to CalPERS for additional service credit, if applicable; and~~

~~b. Conversion of a shift employee's sick leave bank to equivalent sick days as required by PERS will be computed by dividing the total number of unused sick leave hours by eight (8); or If the employee may choose must to convert unused sick leave hours to an employee's RHSA at a ratio of 32:1. A minimum of 960-500 sick leave hours is required to be eligible for this option. The RHSA contribution shall be calculated at the straight time rate, and shall not exceed the value of 40 shifts; or A combination of both options, if the remaining unused sick leave hours not used for additional service credit, exceeds 960 ho~~

## ARTICLE XXI BEREAVEMENT LEAVE

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

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



## ARTICLE XXII COURT LEAVE (JURY DUTY)

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

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

## ARTICLE XXIII WAGES

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

### 23.02 Wage Schedule

The wage schedules listed on Exhibit A ~~shall be~~ will be continued thru December 31, 2016~~9~~ and adjusted as follows:-

1. Effective January 1, 2017, the classification salary schedules (base salary) listed in the Appendix shall be increased by two percent (2%).
2. Effective January 1, 2018, the classification salary schedules (base salary) listed in the Appendix shall be increased by two percent (2%), if applicable.
- 1-3. Effective January 1, 2019, the classification salary schedules (base salary) listed in the Appendix shall be increased by two percent (2%), if applicable.
  - a. **Exception.** Salary adjustment agreed for January 1, 2018 and/or January 1, 2019 will not become effective if either (a) the Fiscal Year Assessed Valuation increase (excluding tax rate areas identified within the Elfin Forest/Harmony Grove reorganization) is less than 3%; or (b) PERS Safety Tier 1 employer cost (normal and unfunded accrued liability) exceeds two percentage points.

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

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

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

## ARTICLE XXIV RETIREMENT

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

- a. One-Year Final Compensation

b. 1959 Survivor Benefit – Fourth Level

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

24.02 All employees enrolled in the PERS 3% @ 50 plan will contribute 100% of the employee's contribution for all reportable wages. The employee will contribute \$2 per month towards the cost of the 1959 Survivor Benefit - Fourth Level.

24.03 For employees hired after April 1, 2012 the District shall retain a retirement plan with the Public Employee Retirement System (PERS) 3% @ 55 plan. The retirement plan shall include all statutory benefits listed in Government Code Section 20840(e) and the following optional benefit:

a. 1959 Survivor Benefit – Fourth Level

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

24.04 All employees enrolled in the PERS 3% @ 55 plan will contribute 100% of the employee's contribution for all reportable wages. The employee will contribute \$2 per month toward the cost of the 1959 Survivor Benefit – Fourth Level.

24.05 Employee contributions for employees entering membership on or after January 1, 2013 and subject to the California Public Employees' Pension Reform Act of 2013 (PEPRA) will be determined by CalPERS.

24.06 The District agrees to report member contributions as taxed deferred for all employees enrolled in the CalPERS plans.

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

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

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

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

25.04 A Firefighter/Paramedic shall have the option to decertify as a Paramedic upon promotion to the

rank of Engineer or Captain. Should an Engineer or Captain opt to decertify, then the employee must recertify at a minimum certification of EMT with San Diego County Accreditation.

25.05 All employees hired after January 4, 2017, will be required to maintain a valid paramedic certification with San Diego County Accreditation as a condition of continued employment.

25.06 In the event an employee is temporarily unable to maintain the appropriate license for their job classification, the Fire Chief (or designee) may approve one of the following alternatives:

1. If a position is available, temporary reassignment to a position where the certification/license is not required;
2. Allow the use of vacation leave or shift trades until the proper certification/license is restored;
3. Be placed on a provisional unpaid leave of absence;
4. If the above options are not available, or if other suitable options as approved by the Fire Chief are exhausted, the employee may be terminated.

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

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

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

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

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

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

27.02 Compensation

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

27.03 Hours of Work

- a. The regular hours of work for an administrative position will consist of a 40-hour workweek. A flex-schedule may be offered under conditions identified by the employee's immediate supervisor and approved by the Fire Chief.
- b. Overtime may be required in order to complete assignments and/or complete additional tasks. This overtime shall be approved by the immediate supervisor prior to incurring the overtime.

- c. Employees will not be available to work overtime on days they are assigned to administration unless authorized by the Duty Chief. Employees are authorized to work up to 48 hours of overtime per week without prior approval on their scheduled days off.

#### 27.04 Vacation Leave

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

#### 27.05 Holidays

- a. Per Article 16.02 the employee will be compensated for ½ of the holidays per the calendar year (120 hours). Employees will be expected to work five (5) of the holidays, or arrange their flex schedule so that their day off falls on the holiday. This scheduling is to be arranged with the supervisor. The holidays occurring prior to accepting this position will be considered as holidays worked. These holidays will be paid at the current hourly rate.

#### 27.06 Physical Training

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

#### 27.07 Emergency Response

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

#### 27.08 Use of District Vehicles

- a. Members of the bargaining unit that are working a full time administrative position will be allowed the use of a district owned/leased/rented vehicle for the purpose of commuting to and from work and for business purposes. The value for the use of the vehicle will be reported as a taxable fringe benefit as established by IRS Regulations and the District's Administrative policy. The District will report the value in the manner allowed by IRS regulations that has the least tax impact to the employee. This section may be modified based upon IRS regulations and the individual's administrative assignment.

#### 27.09 Training

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

#### 27.10 Return to Suppression

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

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

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

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

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

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

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

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

## **ARTICLE XXIX      LIFE INSURANCE**

29.01 The District shall provide a \$25,000 life insurance policy for the employee and \$1,000 life insurance policy for employee's dependents. The policy shall include accidental death and dismemberment coverage.

## **ARTICLE XXX      DISABILITY INSURANCE**

30.01 The District shall provide long-term disability insurance.

## **ARTICLE XXXI      PHYSICAL TRAINING**

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

## **ARTICLE XXXII      MANDATORY MESS**

32.01 All members of the fire suppression bargaining unit (on shift) shall participate in a mandatory mess. There will be no District contributions. Exceptions to this article for participation shall only be for religious, dietary, or medical reasons.

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

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

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

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

#### **ARTICLE XXXIV SEVERABILITY**

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

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

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Rancho Santa Fe Fire Protection District on ~~February 8, November 13,~~ 2017~~3~~.

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James H Ashcraft  
President, Board of Directors

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David Livingstone  
Captain

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Randall Malin  
Member, Board of Directors

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~~David McQuead~~Nicholas Brandow  
Captain

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~~Nicholas Brandow~~Brian Schmid  
Engineer

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~~Brian Schmid~~Cole Thompson  
~~Firefighter Paramedic~~Engineer

## EXHIBIT A

The following wage schedule becomes effective *January 1, 2017*

<b>Firefighter/Paramedic</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Hourly	\$25.142	\$26.399	\$27.719	\$29.105	\$30.560
OT Rate	\$37.713	\$39.598	\$41.578	\$43.657	\$45.840
Semi Monthly	\$ 3,132	\$ 3,289	\$ 3,453	\$ 3,626	\$ 3,807
Monthly	\$ 6,264	\$ 6,578	\$ 6,907	\$ 7,252	\$ 7,615
Annual	\$ 75,174	\$ 78,933	\$ 82,879	\$ 87,023	\$ 91,374
<i>PERS Monthly</i>	<i>\$ 6,101.07</i>	<i>\$ 6,406.13</i>	<i>\$ 6,726.43</i>	<i>\$ 7,062.75</i>	<i>\$ 7,415.89</i>
<b>Engineer</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Hourly	\$26.388	\$27.708	\$29.093	\$30.548	\$32.075
OT Rate	\$39.583	\$41.562	\$43.640	\$45.822	\$48.113
Semi Monthly	\$ 3,288	\$ 3,452	\$ 3,625	\$ 3,806	\$ 3,996
Monthly	\$ 6,575	\$ 6,904	\$ 7,249	\$ 7,611	\$ 7,992
Annual	\$ 78,901	\$ 82,846	\$ 86,989	\$ 91,338	\$ 95,905
<i>PERS Monthly</i>	<i>\$ 6,403.57</i>	<i>\$ 6,723.75</i>	<i>\$ 7,059.94</i>	<i>\$ 7,412.93</i>	<i>\$ 7,783.58</i>
<b>Engineer/Paramedic</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Hourly	\$27.097	\$28.452	\$29.874	\$31.368	\$32.936
OT Rate	\$40.645	\$42.678	\$44.811	\$47.052	\$49.405
Semi Monthly	\$ 3,376	\$ 3,545	\$ 3,722	\$ 3,908	\$ 4,103
Monthly	\$ 6,752	\$ 7,089	\$ 7,444	\$ 7,816	\$ 8,207
Annual	\$ 81,020	\$ 85,071	\$ 89,324	\$ 93,790	\$ 98,480
<i>PERS Monthly</i>	<i>\$ 6,575.51</i>	<i>\$ 6,904.28</i>	<i>\$ 7,249.50</i>	<i>\$ 7,611.97</i>	<i>\$ 7,992.57</i>
<b>Captain</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Hourly	\$31.260	\$32.823	\$34.464	\$36.187	\$37.996
OT Rate	\$46.889	\$49.234	\$51.695	\$54.280	\$56.994
Semi Monthly	\$ 3,894	\$ 4,089	\$ 4,294	\$ 4,508	\$ 4,734
Monthly	\$ 7,789	\$ 8,178	\$ 8,587	\$ 9,017	\$ 9,467
Annual	\$ 93,466	\$ 98,139	\$ 103,046	\$ 108,199	\$ 113,609
<i>PERS Monthly</i>	<i>\$ 7,585.65</i>	<i>\$ 7,964.93</i>	<i>\$ 8,363.18</i>	<i>\$ 8,781.34</i>	<i>\$ 9,220.41</i>



The following wage schedule becomes effective *January 1, 2018, if applicable*

<b>Firefighter/Paramedic</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Hourly	\$25.645	\$26.927	\$28.273	\$29.687	\$31.171
OT Rate	\$38.467	\$40.390	\$42.410	\$44.530	\$46.757
Semi Monthly	\$ 3,195	\$ 3,355	\$ 3,522	\$ 3,698	\$ 3,883
Monthly	\$ 6,390	\$ 6,709	\$ 7,045	\$ 7,397	\$ 7,767
Annual	\$ 76,677	\$ 80,511	\$ 84,537	\$ 88,764	\$ 93,202
<i>PERS Monthly</i>	<i>\$ 6,223.09</i>	<i>\$ 6,534.25</i>	<i>\$ 6,860.96</i>	<i>\$ 7,204.01</i>	<i>\$ 7,564.21</i>
<b>Engineer</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Hourly	\$26.916	\$28.262	\$29.675	\$31.159	\$32.717
OT Rate	\$40.374	\$42.393	\$44.513	\$46.738	\$49.075
Semi Monthly	\$ 3,353	\$ 3,521	\$ 3,697	\$ 3,882	\$ 4,076
Monthly	\$ 6,707	\$ 7,042	\$ 7,394	\$ 7,764	\$ 8,152
Annual	\$ 80,479	\$ 84,503	\$ 88,728	\$ 93,165	\$ 97,823
<i>PERS Monthly</i>	<i>\$ 6,531.64</i>	<i>\$ 6,858.22</i>	<i>\$ 7,201.14</i>	<i>\$ 7,561.19</i>	<i>\$ 7,939.25</i>
<b>Engineer/Paramedic</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Hourly	\$27.639	\$29.021	\$30.472	\$31.995	\$33.595
OT Rate	\$41.458	\$43.531	\$45.708	\$47.993	\$50.393
Semi Monthly	\$ 3,443	\$ 3,616	\$ 3,796	\$ 3,986	\$ 4,185
Monthly	\$ 6,887	\$ 7,231	\$ 7,593	\$ 7,972	\$ 8,371
Annual	\$ 82,640	\$ 86,772	\$ 91,111	\$ 95,666	\$ 100,450
<i>PERS Monthly</i>	<i>\$ 6,707.02</i>	<i>\$ 7,042.37</i>	<i>\$ 7,394.49</i>	<i>\$ 7,764.21</i>	<i>\$ 8,152.42</i>
<b>Captain</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Hourly	\$31.885	\$33.479	\$35.153	\$36.911	\$38.756
OT Rate	\$47.827	\$50.218	\$52.729	\$55.366	\$58.134
Semi Monthly	\$ 3,972	\$ 4,171	\$ 4,379	\$ 4,598	\$ 4,828
Monthly	\$ 7,945	\$ 8,342	\$ 8,759	\$ 9,197	\$ 9,657
Annual	\$ 95,335	\$ 100,102	\$ 105,107	\$ 110,363	\$ 115,881
<i>PERS Monthly</i>	<i>\$ 7,737.37</i>	<i>\$ 8,124.23</i>	<i>\$ 8,530.45</i>	<i>\$ 8,956.97</i>	<i>\$ 9,404.82</i>

The following wage schedule becomes effective *January 1, 2019, if applicable*

<b>Firefighter/Paramedic</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Hourly	\$26.158	\$27.465	\$28.839	\$30.281	\$31.795
OT Rate	\$39.236	\$41.198	\$43.258	\$45.421	\$47.692
Semi Monthly	\$ 3,259	\$ 3,422	\$ 3,593	\$ 3,772	\$ 3,961
Monthly	\$ 6,518	\$ 6,843	\$ 7,186	\$ 7,545	\$ 7,922
Annual	\$ 78,211	\$ 82,122	\$ 86,228	\$ 90,539	\$ 95,066
<i>PERS Monthly</i>	<i>\$ 6,347.56</i>	<i>\$ 6,664.93</i>	<i>\$ 6,998.18</i>	<i>\$ 7,348.09</i>	<i>\$ 7,715.49</i>
<b>Engineer</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Hourly	\$27.454	\$28.827	\$30.269	\$31.782	\$33.371
OT Rate	\$41.182	\$43.241	\$45.403	\$47.673	\$50.057
Semi Monthly	\$ 3,420	\$ 3,591	\$ 3,771	\$ 3,959	\$ 4,157
Monthly	\$ 6,841	\$ 7,183	\$ 7,542	\$ 7,919	\$ 8,315
Annual	\$ 82,089	\$ 86,193	\$ 90,503	\$ 95,028	\$ 99,779
<i>PERS Monthly</i>	<i>\$ 6,662.27</i>	<i>\$ 6,995.39</i>	<i>\$ 7,345.16</i>	<i>\$ 7,712.42</i>	<i>\$ 8,098.04</i>
<b>Engineer/Paramedic</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Hourly	\$28.192	\$29.601	\$31.081	\$32.635	\$34.267
OT Rate	\$42.287	\$44.402	\$46.622	\$48.953	\$51.401
Semi Monthly	\$ 3,512	\$ 3,688	\$ 3,872	\$ 4,066	\$ 4,269
Monthly	\$ 7,024	\$ 7,376	\$ 7,744	\$ 8,132	\$ 8,538
Annual	\$ 84,293	\$ 88,508	\$ 92,933	\$ 97,580	\$ 102,459
<i>PERS Monthly</i>	<i>\$ 6,841.16</i>	<i>\$ 7,183.22</i>	<i>\$ 7,542.38</i>	<i>\$ 7,919.50</i>	<i>\$ 8,315.47</i>
<b>Captain</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Hourly	\$32.522	\$34.149	\$35.856	\$37.649	\$39.531
OT Rate	\$48.784	\$51.223	\$53.784	\$56.473	\$59.297
Semi Monthly	\$ 4,052	\$ 4,254	\$ 4,467	\$ 4,690	\$ 4,925
Monthly	\$ 8,104	\$ 8,509	\$ 8,934	\$ 9,381	\$ 9,850
Annual	\$ 97,242	\$ 102,104	\$ 107,209	\$ 112,570	\$ 118,198
<i>PERS Monthly</i>	<i>\$ 7,892.11</i>	<i>\$ 8,286.72</i>	<i>\$ 8,701.05</i>	<i>\$ 9,136.11</i>	<i>\$ 9,592.91</i>

## RESOLUTION 2017-02

A Resolution of the Rancho Santa Fe Fire Protection District Board of Directors Adopting a Memorandum of Understanding between the Rancho Santa Fe Fire Protection District and the Rancho Santa Fe Employees Association

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

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

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

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

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

NOW THEREFORE, the District and the Association agree to MOU (Exhibit A.) for a term January 1, 2017 through December 31, 2019.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Rancho Santa Fe Fire Protection District on February 8, 2017 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

JAMES H ASHCRAFT  
President

ATTEST:

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Karlana Rannals  
Secretary



# Memorandum of Understanding

Between

Rancho Santa Fe Fire Protection District  
And  
Rancho Santa Fe Fire Protection District  
Employees Association

Effective January 1, 20147  
Expires December 31, 20169

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# MEMORANDUM OF UNDERSTANDING

RANCHO SANTA FE FIRE PROTECTION DISTRICT

and

RANCHO SANTA FE FIRE PROTECTION DISTRICT EMPLOYEES ASSOCIATION

## ARTICLE I – PREAMBLE

- 01.01 This Memorandum of Understanding (MOU) is made and entered into this 1st day of January 201~~4~~<sup>7</sup> -by and between the Rancho Santa Fe Fire Protection District (hereinafter referred to as the "DISTRICT") and the Rancho Santa Fe Fire Protection District Employee Association (hereinafter referred to as "Association").
- 01.02 This MOU is entered into pursuant to the Meyers-Milias-Brown (MMB) Act (Government Code Section 3500-3511) and has been prepared jointly by the District and Association.
- 01.03 It is the purpose of this Agreement to achieve and maintain harmonious relations between the District and the Association to provide for equitable and peaceful adjustment of differences, which may arise, and to establish proper standards of wages, hours, and other conditions of employment.
- 01.04 Representatives of the District and the Association have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment and have exchanged freely information, opinions and proposals in a sincere effort to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.
- 01.05 This MOU is the sole and exclusive document for classifications identified in this Agreement between the District and the Association. This MOU shall supersede all previous agreements and resolutions.

## ARTICLE II – RECOGNITION

- 02.01 The District recognizes the Association as the official representative for all positions listed below.
- 02.02 Current classifications assigned to the bargaining unit are:
- a. Accounting Specialist
  - b. ~~Staff Assistant~~ Accounting Technician
  - c. Deputy Fire Marshal
  - d. Fire Prevention Specialist
  - e. Fire Prevention Specialist II/Forester
  - f. Public Education Coordinator
  - g. Office Support Coordinator

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

02.04 Position Reclassification. The District reserves the right to reclassify positons/titles, which is allocated to the same range of the basic salary schedule, as is the class of the position before it was reclassified or retitled.

### **ARTICLE III – IMPLEMENTATION**

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

### **ARTICLE IV – TERM**

04.01 The term of this MOU shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article III: Implementation, are fully met; but in no event shall said MOU become effective prior to 12:01 am on January 1, 201~~4~~<sup>7</sup>. MOU shall expire and otherwise be fully terminated at 12:00 midnight on December 31, ~~2019~~<sup>2016</sup>. Unless otherwise indicated in the agreement, all terms of employment and benefits shall be in full force and effect for the term of the agreement, circumstances beyond the control of the employer accepted.

### **ARTICLE V – RENEGOTIATION**

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

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

05.03 It is agreed that under special circumstances, and with the approval of the Association, employee, and District, each employee will have the right to negotiate individually with the Rancho Santa Fe Fire Protection District his/her work hours and number of days of work each week, and the duration of the request. An employee may choose to use an authorized Association representative to negotiate those hours and days of employment.

### **ARTICLE VI – MANAGEMENT RIGHTS**

06.01 The District on its own behalf, and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and



responsibilities, conferred upon and vested in it by the law, the Constitution of the State of California, and the Constitution of the United States, including, but without limiting the generality of the foregoing, the rights:

- a. to determine and administer policy;
- b. subject to the provisions of the law, to hire all employees, to determine their qualifications and the conditions for continued employment or their dismissal or demotion, and to promote and to transfer all such employees;
- c. to determine the numbers and kinds of personnel necessary for the efficient operation of the District and to direct their activities;
- d. to determine programs;
- e. to build, move or modify facilities;
- f. to develop and administer the budget;
- g. to determine the methods of raising revenue;
- h. to take action on any matter in the event of an unforeseen emergency;
- i. to delegate to the Fire Chief and other legally appointed officers, the operation of the District, its properties, and facilities.

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

## **ARTICLE VII – EMPLOYEE RIGHTS**

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

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

## **ARTICLE VIII – ASSOCIATION ACCESS**

08.01 Authorized Association representatives shall be granted access to work locations for the purpose of conducting grievance investigations or contacting members of the Association

concerning business within the scope of representation. Association representatives shall not interfere with the work operations of the District.

- 08.02 Association representatives have the right to meet with employees during coffee, rest, or lunch breaks at District facilities as may be available.
- 08.03 It is agreed that the Association may use District facilities to conduct general meetings when such facilities are available and with the approval of the Fire Chief.
- 08.04 Bulletin Board: It is agreed that the District will allow bulletin boards in agreed upon places, including e-mail, for the use of the Association in posting appropriate notices and announcements of meetings, elections, social activities, and any other Association official business.

## **ARTICLE IX – GENERAL PROVISIONS**

- 09.01 Discrimination: There shall be no discrimination against any personnel or applicant because of race, color, marital status, medical condition, religion, sex, age, national origin, ancestry, or non-job related handicap or disability. Any use of masculine language in this MOU is specifically intended to include the feminine gender.
- 09.02 Dismissal during Initial Probation: It is agreed that the District shall have the right to dismiss any newly hired employee with or without cause during the initial probationary period. Such discharge shall not be subject to Article XXVI: Grievances.
- 09.03 Personnel Folder: Employees shall have the right to review their individual personnel folders. Access shall be scheduled at the convenience of all the parties. Copies of all materials to be included in personnel folders shall be provided to individual employees.
- 09.04 Negotiating Team Rights: The District agrees to provide reasonable time off without loss of pay, during scheduled work hours, for up to two (2) representatives of the Association when said representatives are meeting and conferring on matters within the scope of representation.
- 09.05 Association Business: The District agrees to provide reasonable time off without loss of pay for up to two (2) representatives of the Association when such representatives are on scheduled work time and when such representatives are meeting with the District on matters within the scope of representation, including grievances, appeals of performance evaluations, and other matters. A representative of the Association shall be allowed to be present at the request of any employee, at any meeting with management involving grievance, appeals of employee performance evaluations, and any pre-disciplinary matters. The representative shall not interfere with normal work operations of the District. Employees not scheduled for duty will receive no additional compensation for conducting Association business.

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

## ARTICLE X – HOURS OF EMPLOYMENT

- 10.01 Established work hours for District employees assigned to Administration shall normally be 8:00 a.m. to 5:00 p.m., unless alternative hours are established.

## ARTICLE XI – WAGES

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

- 11.02 Wage Schedule: Hourly Wage Schedules for January 1, 201~~4~~7 through December 31, 2019 ~~2016~~ for all positions covered by this MOU are shown in Appendix A.

1. Effective January 1, 2017, the classification salary schedules (base salary) listed in the Appendix shall be increased by two percent (2%).

2. Effective January 1, 2018, the classification salary schedules (base salary) listed in the Appendix shall be increased by two percent (2%), if applicable.

~~1.3.~~ Effective January 1, 2019, the classification salary schedules (base salary) listed in the Appendix shall be increased by two percent (2%), if applicable.

a. **Exception.** Salary adjustment agreed for January 1, 2018 and/or January 1, 2019 will not become effective if either (a) the Fiscal Year Assessed Valuation increase (excluding tax rate areas identified within the Elfin Forest/Harmony Grove reorganization) is less than 3%; or (b) PERS Miscellaneous Tier 1 employer cost (normal and unfunded accrued liability) exceeds two percentage points.

- 11.03 Overtime Compensation Rate: Compensation rate shall be paid in accordance with Article XII of this MOU.

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

## **ARTICLE XII – OVERTIME COMPENSATION**

- 12.01 Overtime work shall include only that time worked by employees at the request of management that is in excess of the established day and/or work week for that class. This overtime shall be compensated by cash payment under the provisions below. Paid leave shall be considered time worked for the purposes of calculating overtime.
- 12.02 In accordance with the Fair Labor Standards Act, non-exempt employees will receive time and one-half for all hours in excess of 40 hours in any workweek.
- 12.03 The smallest unit of overtime shall be one-quarter hour.
- 12.04 All employees covered by this MOU are subject to be recalled to work in the event of emergencies or unusual conditions as determined by the Fire Chief or designee. Recalled may be defined as an employee that is requested to return to the workplace from home or another location. Employees who are called back shall receive a minimum of two (2) hours compensation. Hours worked shall be calculated beginning at the time the call back is received and acknowledged by the employee and ending when the employee is relieved from duty.
- 12.05 The employee may elect to receive authorized Compensatory Time Off (CTO) in lieu of overtime pay. CTO shall be credited at a rate of one and one half hours earned to one overtime hour worked. A maximum of 80 hours may be accumulated, after which said employee must accept overtime pay in lieu of accruing additional compensatory time. Upon request, an employee may elect to cash out unused Compensatory Time Off once a year. Each employee must notify the payroll office prior to November 1 each year if this option is to be selected. This will be paid separately at the hourly rate that is in effect October 31 and paid with the November ~~1530~~ paycheck.

## **ARTICLE XIII – WORK OUT-OF-CLASS**

- 13.01 The term "work out-of-class" shall be defined as the performance of significant duties in one classification by an employee in a classification with a lower compensation range.
- 13.02 If a vacancy exists and if an employee is required to work out-of-class to fill such vacancy for more than thirty days, the employee shall be compensated for such out-of-class assignment.
- 13.03 An employee eligible for out-of-class pay shall be granted a ten percent (10%) increase above his/her current base salary.

## **ARTICLE XIV – FIRE INVESTIGATION DUTY**

**14.01 Fire Investigation Duty Standby Pay.** Any Fire Prevention Officer that is a District certified fire investigation and willing to cover Fire Investigation Duty in a scheduled duty rotation would receive an addition \$0.70 to their hourly rate. The Fire Investigation Duty certification requirements is outlined in Appendix B

## **ARTICLE XIV – RETIREMENT**

**135.01 Retirement:** The District shall retain a retirement plan with the Public Employees Retirement System (PERS) 2.7% @ 55 plan for all employees hired before April 1, 2012. The retirement plan shall include all statutory benefits listed in Government Code Section 20840(e) and the following optional benefits:

a. One-Year Final Compensation

b. 1959 Survivor Benefit - Fourth Level

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

**153.02** All employees enrolled in the CalPERS 2.7% @ 55 plan will contribute 100% of the employee's contribution for all reportable wages. The employee will contribute \$2 per month towards the cost of the 1959 Survivor Benefit - Fourth Level.

**153.03** For employees hired after April 1, 2012 the District shall retain a retirement plan with the Public Employee Retirement System (CalPERS) 2.5% @ 55 plan. The retirement plan shall include all statutory benefits listed in Government Code Section 20840(e) and the following optional benefit:

a. 1959 Survivor Benefit – Fourth Level

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

**153.04** All employees enrolled in the PERS 2.5% @ 55 plan will contribute 100% of the employee's contribution toward the employee contribution for all reportable wages. The employee will also contribute \$2 per month toward the cost of the 1959 Survivor Benefit – Fourth level.

**153.05** Employee contributions for employees entering membership on or after January 1, 2013 and subject to the California Public Employees' Pension Reform Act of 2013 (PEPRA) will be determined by CalPERS.

153.06 The District agrees to report member contributions as taxed deferred for all employees enrolled in the CalPERS plans.

## **ARTICLE XVI – VACATION ACCRUAL**

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

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

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

16.03 All employees shall have the option to sell the excess of 80 hours of accrued vacation at straight time, not more than twice a year, after the work period ends that include June 30 and December 31.

16.04 An employee may only sell a maximum of 200 hours of accrued vacation per calendar year. Minimum vacation accrual balances are required as identified in 16.03.

16.05 An employee's vacation hours may not exceed two years of accrual, without the approval of the Fire Chief.

16.06 A written request received by December 31 for payment of accrued vacation sold back to the District, which will be remitted by separate check on January 15. A written request received by June 30 for payment of vacation sold back to the District, which will be remitted by separate check on July 15. No payments under this section will be reported as "reportable compensation" for retirement purposes.

## **ARTICLE XVII – HOLIDAYS**

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

- a. New Year's Day (January 1)
- b. Martin Luther King Day (third Monday in January)
- c. President's Day (third Monday in February)
- d. Memorial Day (fourth Monday in May)
- e. Independence Day (July 4)
- f. Labor Day (first Monday in September)
- g. Veteran's Day (November 11)
- h. Thanksgiving Day (fourth Thursday in November)
- i. Day after Thanksgiving Day

- j. Christmas Day (December 25)
- k. Floating Holiday

## **ARTICLE XVIII – SICK LEAVE**

~~186~~.01 Employees shall accrue sick leave at the rate of 8 hours per month or 96 hours per year. Sick leave shall be accumulated with no maximum accrual.

~~186~~.02 Sick leave shall be available for personal illness or injury, emergency medical or dental appointments and for reasonable travel time to and from health care facilities. Sick leave shall also be available to an employee for the purpose of caring for a member of his/her immediate family who is ill or injured, emergency medical or dental appointments, and for reasonable travel time to and from health care facilities.

~~186~~.03 Definition of “Immediate Family” – Immediate family shall include employee’s spouse, child, stepchild, brother, stepbrother, sister, stepsister, parent, stepparent, grandparent, grandchild, or any legal dependent residing in same household.

~~18~~.04 At retirement, all unused sick leave shall be converted as follows:

a. All unused sick leave hours will ~~may~~ be reported to CalPERS for additional service credit, if applicable; and

b. Convert unused sick leave hours to an employee’s RHSA at a ratio of 2:1. A minimum of 357 sick leave hours is required to be eligible for this option. The RHSA contribution shall be calculated at the straight time rate, and shall not exceed the value of 685 hours.

## **ARTICLE XIX – COURT LEAVE (JURY DUTY)**

~~179~~.01 All employees will be allowed paid time for jury duty or any job related court appearance, or deposition. Any other appearances that are non-job related must use vacation time or leave of absence without pay.

~~197~~.02 All jury duty fees received except for expenses shall be returned to the District.

~~197~~.03 To insure proper coverage, an employee who receives a notice of jury duty shall, within 72 hours of receipt of notice, notify and present the notice to their supervisor.

## **ARTICLE XX – BEREAVEMENT LEAVE**

~~2018~~.01 Bereavement leave shall be granted for the death or imminent death of any employee’s immediate family or dependent, including spouse’s immediate family or dependent. Bereavement leave shall not exceed three (3) days. For family or dependents that reside out of state, bereavement leave shall be extended to four (4) days. No paid leave shall be granted without prior administrative approval. All bereavement leave shall be charged against accrued sick leave.

*Refer to Article XVI: SICK LEAVE, section 16.03 for definition of immediate family. This definition also applies to the spouse's immediate family.*

## **ARTICLE XIX – LEAVE OF ABSENCE WITHOUT PAY**

~~2119~~.01 Upon approval of the employee's supervisor, an employee may be granted leave of absence without pay in cases of emergency or where such absence would not be contrary to the best interest of the District, for a period of not to exceed thirty (30) days.

~~2119~~.02 Leave of absence is unpaid leave and not approved for an employee to seek gainful employment.

~~2119~~.03 Leave of absence without pay may be granted after all paid leave available has been used.

## **ARTICLE XXII – HEALTH INSURANCE**

~~220~~.01 ~~The District shall remit insurance premiums for HMO medical and HMO dental insurance for the District's employees and their dependents. The District shall pay an amount equal to the premium cost of the family rate, up to \$1,000 per month. The District shall contract with a provider(s) for medical and dental benefits for the purpose of providing employees and their eligible dependents with insurance benefits. The District agrees to contribute 80% of the average CalPERS HMO medical plans and 100% of an HMO dental plan(s) offered (at the family rate), per month toward medical and dental insurance. This calculated dollar amount shall be inclusive of any mandatory contributions that may be required by the provider. However, if the monthly premiums for medical and dental insurance exceed \$1,000 80% of the average HMO medical/dental plans offered per month, the affected employee and District agree to share the cost difference 50/50. If an employee enrolls at a single rate, the District shall place a capped rate of \$1,000 per month (\$12,000 annually) will be responsible for the difference.~~

~~220~~.02 ~~If the premiums for medical and dental insurance exceed \$1,000 per month, the employee and District agree to share the cost difference 50/50. The District shall establish a capped rate equal to the cost of Health Net HMO (family rate) and HMO dental (family rate) of \$1,000, plus the shared cost difference 50/50 that exceeds \$1,000.~~ 20.03 Any \_\_—unused premium may be used for medical/dental expenses as defined by Administrative Policy for a maximum period of ~~2418~~ months. After the ~~2418~~-month period expires, 100% of any unused premium shall be transferred to the employee's Retirement Health Savings Account. NOTE: If an employee separates from employment, the unused premium shall be forfeited.

~~220~~.034 Eligible full-time employees may elect to opt out of only the medical insurance, if proof of coverage can be provided to the District. If no medical options are selected, the District shall place a capped rate of \$1,000 per month (\$12,000 annually) in the



employee's medical reimbursement account. Unused premiums shall be transferred to the employees HRSA per the provisions in 20.03.

~~220.045~~ District employees, upon retirement, at no additional cost to active employees or to the District, shall be allowed to remain on the group dental medical plan until age 65. The retiree will be required to have the same plan as active employees. The retiree will be responsible for payment of entire premium and a two percent (2%) administrative cost. ~~The Association understands that the premium for a retired employee may be higher than that of an active employee. At age 65, the retiree may have additional options available.~~

~~Medicare Eligible Retirees: The District may offer one or more Medicare supplement plans. The retiree will be responsible for the entire premium and a two percent (2%) administrative cost.~~

### **ARTICLE XXIII – RETIREMENT HEALTH SAVINGS ACCOUNT**

~~231.01~~ All Employees covered by this agreement shall be required to participate in a District administered Retirement Health Savings Account (RHSA). The following terms apply:

- a. Effective January July 1, 201706 a monetary contribution will be made by the District in an amount of \$25 50 per employee per pay date month.
- b. The value of any unused medical reimbursement shall be transferred at the end of each calendar and fiscal year to the employee's RHSA (contributed twice a year).
- c. If the employee has 480 hours of unused sick leave, then at the end of each calendar year 50 percent of the unused sick leave (96 minus sick leave used) will be contributed to the RHSA at hourly rate.

### **ARTICLE XIV – LIFE INSURANCE**

~~242.01~~ The District shall provide a \$25,000 life insurance policy for the employee and \$1,000 life insurance policy for employee's dependents. The policy shall include accidental death and dismemberment coverage.

### **ARTICLE XXIV – LONG-TERM DISABILITY INSURANCE**

~~253.01~~ The District shall provide a Long-Term Disability plan for the employee.

### **ARTICLE XXV – UNIFORMS**

~~264.01~~ District shall provide uniforms to employees for certain positions as identified by the Fire Chief. The District retains the right to monitor the condition of uniforms and the discretion to replace or not to replace worn and damaged clothing depending upon the reasonableness of the wear and/or damage. The District will provide other protective clothing and gear as required by law, commensurate with the duties to be performed.

### **ARTICLE XXVI – TUITION REIMBURSEMENT**

~~257.01~~ The Fire District may grant tuition reimbursement for community college or university level courses that provide professional development within and outside the employee's field of expertise. All training programs will be developed and pre-approved between the employee and their supervisor. All courses must be approved in advance and achieve a

passing grade of “C” or better for reimbursement. Reimbursement for textbooks may be granted, however, they may become the property of the District, if the District pays for them.

## **ARTICLE XXVIII – GRIEVANCES**

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

### **286.02** General Provisions

- a. All grievances shall be filed in writing within fifteen (15) calendar days of the date on which the employee knew or reasonably should have known of the alleged grievable incident. Any grievance not timely filed or appealed within specified time limits shall be null and void.
- b. A written statement of grievance shall identify the specific provision or provisions of this MOU alleged to have been violated. Also, a statement of grievance shall set forth the specific factual information, which gives rise to the filing of the grievance.
- c. Time limits provided for herein may be extended through mutual written consent of the parties.
- d. Except where grievances are resolved or ruled upon by the Board of Directors, all grievance resolutions involving the commitment of District funds shall be subject to the written approval of the Fire Chief.
- e. Parties to the grievance procedure shall be entitled to have a representative to act in his/her behalf at each step of the grievance procedure.

### **286.03** Procedures

- a. The parties shall attempt to resolve all grievances on an informal basis between the employee and/or his/her designated representative and a supervisor in the employee's chain of command, up to and including the Fire Chief, within 15 calendar days of the occurrence-giving rise to the grievance.
- b. If the parties are unable to resolve the grievance on an informal basis, the grievant shall file the grievance in writing with his/her immediate supervisor within 15 calendar days after last discussing the grievance with his/her immediate supervisor. The Fire Chief shall be served with a copy of the written grievance at the time such grievance is filed with the grievant's immediate supervisor. A grievance filed with the Chief shall be for informational purposes only; he/she shall not discuss it with the supervisor unless consulted by that person or with the grievant until and unless the grievant files

it with the Chief. Only those issues unresolved by the supervisor shall be discussed with the employee at the Chief's level.

- c. If the grievance has not been settled within fifteen (15) calendar days of its filing with the grievant's immediate supervisor, it shall then be submitted to the Fire Chief for resolution. If requested by either party, the Fire Chief and the grievant and/or his/her representative shall meet in an attempt to resolve the grievance. Within fifteen (15) calendar days of the filing of the grievance with the Fire Chief, the Fire Chief shall provide the grievant and/or his/her representative with a written statement regarding the grievance.
- d. If the grievant does not agree with the Fire Chief's proposed resolution of the grievance, he/she shall submit the written grievance to the Board of Directors for resolution and/or decision. The grievant's appeal to the Board of Directors regarding the grievance must be filed with the Secretary, Board of Directors no later than fifteen (15) calendar days from the date on which the employee received the Fire Chief's written decision. All written materials and rationale, which are to be submitted by the grievant to the Board of Directors, shall be served upon the Fire Chief at the time the grievance is appealed to the Board of Directors. Both the grievant or his/her representative and the Fire Chief shall be given an opportunity to argue their positions on the grievance to the Board of Directors prior to its determination upon the merits of the grievance. The grievant, his/her representative, and the Fire Chief shall be notified in writing of the Board's decision on the grievance.
- e. If the grievance is not resolved to the employee's satisfaction and the employee wishes to appeal, the grievant may, within fifteen (15) calendar days from the response of the Board of Directors, request that the Fire Chief set up mediation.
- f. A State mediator shall mediate the dispute according to the normal rules governing mediation.

## **ARTICLE ~~XXIX~~<sup>VII</sup> – DISCHARGE OR OTHER DISCIPLINARY ACTION**

~~297~~.01 It is agreed that the District shall advise the employee of his/her right to representation and a written statement of the reason or reasons for any disciplinary action against him/her. All documentation upon which the charges are based shall be made available to the employee at the time such action is taken.

~~297~~.02 It is agreed that all appeals relating to any disciplinary action shall be submitted in writing to the District in accordance with Article XXIX – GRIEVANCES, following a hearing before the Chief or his/her designated representative.

## **ARTICLE ~~XXXVIII~~<sup>VI</sup> – SEVERABILITY**

~~3028~~.01 This MOU is subject to all current and future applicable Federal, State, and local laws. All ordinances, rules, regulations, and policies shall be subject to the appropriate revisions, amendments, and deletions necessary to conform to the purpose, intent, and application of the provision of this MOU.

~~3028~~.02 If any article or section of this MOU is in conflict or inconsistent with such applicable provisions of Federal, State, or local laws, the parties shall, where applicable, meet and confer or meet and consult for the purpose of arriving at a mutually agreeable replacement for such article or section. The validity of the remainder of this Memorandum shall not be affected thereby.

## **ARTICLE ~~XXIX~~ – SENIORITY PROVISIONS**

### ~~3129~~.01 Seniority Defined:

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

### ~~3129~~.02 Seniority Credit:

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

### ~~3129~~.03 Other Seniority Credit Provisions:

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

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

## **ARTICLE XXXII – REDUCTION IN FORCE**

**329.01** Reduction in force shall be based on seniority unless the employee has received an unsatisfactory rating or below, least senior first. Should a reduction in force be necessary, the following will apply:

- a. When a position is to be eliminated, classification seniority may be used as the criteria' starting with the least senior employee in the position.
- b. When re-strengthening the District, all those affected by the reduction in force may be given the opportunity to move back into their former positions before any new personnel are hired or promoted.
- c. The time limit for rehire shall be 24 months from the date of lay-off for employees who have completed initial probation. Time limit for rehire shall be six (6) months for employees who have not completed initial probation.

**PASSED AND ADOPTED** at a regular meeting of the Board of Directors of the Rancho Santa Fe Fire Protection District on February 8, 2017. ~~November 13, 2013.~~

TEAM MEMBERS  
RANCHO SANTA FE  
FIRE PROTECTION DISTRICT

TEAM MEMBERS  
RANCHO SANTA FE FPD  
EMPLOYEES ASSOCIATION

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James H. Ashcraft, President  
Board of Directors

---

Dina Bussey, Accounting Specialist  
RSFFPD Employees Association

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Randall Malin, Member  
Board of Directors

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Conor Lenehan, Fire Prevention Specialist II/Forester  
Renee Hill, Deputy Fire Marshal  
RSFFPD Employees Association

# APPENDIX A1

The following wage schedule becomes effective *January 1, 2017*

1-Jan-17					
<b>Fire Prevention Specialist</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Hourly	\$32.767	\$34.405	\$36.125	\$37.931	\$39.828
OT Rate	\$49.150	\$51.607	\$54.188	\$56.897	\$59.742
Semi Monthly	\$2,840	\$2,982	\$3,131	\$3,287	\$3,452
Monthly	\$5,680	\$5,964	\$6,262	\$6,575	\$6,904
Annual	\$68,154	\$71,562	\$75,140	\$78,897	\$82,842
<b>Public Education Coordinator</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Hourly	\$33.594	\$35.274	\$37.037	\$38.89	\$40.834
OT Rate	\$50.391	\$52.910	\$55.556	\$58.334	\$61.250
Semi Monthly	\$2,911	\$3,057	\$3,210	\$3,370	\$3,539
Monthly	\$5,823	\$6,114	\$6,420	\$6,741	\$7,078
Annual	\$69,875	\$73,369	\$77,038	\$80,890	\$84,934
<b>Office Support Coordinator</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Hourly	\$23.681	\$24.865	\$26.108	\$27.414	\$28.784
OT Rate	\$35.521	\$37.298	\$39.162	\$41.121	\$43.177
Semi Monthly	\$2,052	\$2,155	\$2,263	\$2,376	\$2,495
Monthly	\$4,105	\$4,310	\$4,525	\$4,752	\$4,989
Annual	\$49,256	\$51,719	\$54,305	\$57,021	\$59,872
<b>Accounting Specialist</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Hourly	\$28.924	\$30.370	\$31.889	\$33.483	\$35.157
OT Rate	\$43.386	\$45.555	\$47.833	\$50.225	\$52.736
Semi Monthly	\$2,507	\$2,632	\$2,764	\$2,902	\$3,047
Monthly	\$5,014	\$5,264	\$5,527	\$5,804	\$6,094
Annual	\$60,162	\$63,170	\$66,329	\$69,645	\$73,127
<b>Accounting Technician</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Hourly	\$25.525	\$26.802	\$28.142	\$29.549	\$31.026
OT Rate	\$38.288	\$40.203	\$42.213	\$44.323	\$46.540
Semi Monthly	\$2,212	\$2,323	\$2,439	\$2,561	\$2,689
Monthly	\$4,424	\$4,646	\$4,878	\$5,122	\$5,378
Annual	\$53,093	\$55,748	\$58,535	\$61,462	\$64,535
<b>Fire Prevention Specialist II/Forester</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Hourly	\$36.044	\$37.847	\$39.739	\$41.726	\$43.812
OT Rate	\$54.066	\$56.770	\$59.608	\$62.589	\$65.718
Semi Monthly	\$3,124	\$3,280	\$3,444	\$3,616	\$3,797
Monthly	\$6,248	\$6,560	\$6,888	\$7,232	\$7,594
Annual	\$74,972	\$78,721	\$82,657	\$86,790	\$91,129
<b>Deputy Fire Marshal</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Hourly	\$43.155	\$45.313	\$47.579	\$49.958	\$52.456
OT Rate	\$64.733	\$67.970	\$71.368	\$74.936	\$78.683
Semi Monthly	\$3,740	\$3,927	\$4,123	\$4,330	\$4,546
Monthly	\$7,480	\$7,854	\$8,247	\$8,659	\$9,092
Annual	\$89,763	\$94,251	\$98,964	\$103,912	\$109,108

## APPENDIX A2

The following wage schedule becomes effective *January 1, 2018, if applicable*

1-Jan-18					
<b>Fire Prevention Specialist</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Hourly	\$33.422	\$35.09	\$36.848	\$38.690	\$40.624
OT Rate	\$50.133	\$52.639	\$55.271	\$58.035	\$60.937
Semi Monthly	\$2,897	\$3,041	\$3,193	\$3,353	\$3,521
Monthly	\$5,793	\$6,083	\$6,387	\$6,706	\$7,042
Annual	\$69,518	\$72,993	\$76,643	\$80,475	\$84,499
<b>Public Education Coordinator</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Hourly	\$34.266	\$35.979	\$37.78	\$39.667	\$41.650
OT Rate	\$51.399	\$53.969	\$56.667	\$59.500	\$62.475
Semi Monthly	\$2,970	\$3,118	\$3,274	\$3,438	\$3,610
Monthly	\$5,939	\$6,236	\$6,548	\$6,876	\$7,219
Annual	\$71,273	\$74,837	\$78,578	\$82,507	\$86,633
<b>Office Support Coordinator</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Hourly	\$24.155	\$25.362	\$26.630	\$27.962	\$29.360
OT Rate	\$36.232	\$38.044	\$39.946	\$41.943	\$44.040
Semi Monthly	\$2,093	\$2,198	\$2,308	\$2,423	\$2,545
Monthly	\$4,187	\$4,396	\$4,616	\$4,847	\$5,089
Annual	\$50,242	\$52,754	\$55,391	\$58,161	\$61,069
<b>Accounting Specialist</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Hourly	\$29.503	\$30.978	\$32.527	\$34.153	\$35.861
OT Rate	\$44.254	\$46.466	\$48.790	\$51.229	\$53.791
Semi Monthly	\$2,557	\$2,685	\$2,819	\$2,960	\$3,108
Monthly	\$5,114	\$5,369	\$5,638	\$5,920	\$6,216
Annual	\$61,365	\$64,434	\$67,655	\$71,038	\$74,590
<b>Accounting Technician</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Hourly	\$26.036	\$27.338	\$28.705	\$30.140	\$31.647
OT Rate	\$39.054	\$41.007	\$43.057	\$45.210	\$47.470
Semi Monthly	\$2,256	\$2,369	\$2,488	\$2,612	\$2,743
Monthly	\$4,513	\$4,739	\$4,975	\$5,224	\$5,485
Annual	\$54,155	\$56,863	\$59,706	\$62,691	\$65,826
<b>Fire Prevention Specialist II/Forester</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Hourly	\$36.765	\$38.603	\$40.534	\$42.560	\$44.688
OT Rate	\$55.148	\$57.905	\$60.800	\$63.840	\$67.032
Semi Monthly	\$3,186	\$3,346	\$3,513	\$3,689	\$3,873
Monthly	\$6,373	\$6,691	\$7,026	\$7,377	\$7,746
Annual	\$76,472	\$80,295	\$84,310	\$88,525	\$92,952
<b>Deputy Fire Marshal</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Hourly	\$44.018	\$46.219	\$48.530	\$50.957	\$53.505
OT Rate	\$66.028	\$69.329	\$72.795	\$76.435	\$80.257
Semi Monthly	\$3,815	\$4,006	\$4,206	\$4,416	\$4,637
Monthly	\$7,630	\$8,011	\$8,412	\$8,833	\$9,274
Annual	\$91,558	\$96,136	\$100,943	\$105,990	\$111,290



## APPENDIX A3

The following wage schedule becomes effective *January 1, 2019, if applicable*

1-Jan-19					
<b>Fire Prevention Specialist</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Hourly	\$34.090	\$35.795	\$37.58	\$39.464	\$41.437
OT Rate	\$51.135	\$53.692	\$56.377	\$59.196	\$62.155
Semi Monthly	\$2,954	\$3,102	\$3,257	\$3,420	\$3,591
Monthly	\$5,909	\$6,204	\$6,515	\$6,840	\$7,182
Annual	\$70,908	\$74,453	\$78,176	\$82,085	\$86,189
<b>Public Education Coordinator</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Hourly	\$34.951	\$36.699	\$38.534	\$40.46	\$42.483
OT Rate	\$52.427	\$55.048	\$57.800	\$60.690	\$63.725
Semi Monthly	\$3,029	\$3,181	\$3,340	\$3,507	\$3,682
Monthly	\$6,058	\$6,361	\$6,679	\$7,013	\$7,364
Annual	\$72,698	\$76,333	\$80,150	\$84,157	\$88,365
<b>Office Support Coordinator</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Hourly	\$24.638	\$25.870	\$27.163	\$28.521	\$29.947
OT Rate	\$36.957	\$38.804	\$40.745	\$42.782	\$44.921
Semi Monthly	\$2,135	\$2,242	\$2,354	\$2,472	\$2,595
Monthly	\$4,271	\$4,484	\$4,708	\$4,944	\$5,191
Annual	\$51,246	\$53,809	\$56,499	\$59,324	\$62,290
<b>Accounting Specialist</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Hourly	\$30.093	\$31.597	\$33.177	\$34.836	\$36.578
OT Rate	\$45.139	\$47.396	\$49.766	\$52.254	\$54.867
Semi Monthly	\$2,608	\$2,738	\$2,875	\$3,019	\$3,170
Monthly	\$5,216	\$5,477	\$5,751	\$6,038	\$6,340
Annual	\$62,593	\$65,722	\$69,008	\$72,459	\$76,082
<b>Accounting Technician</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Hourly	\$26.557	\$27.885	\$29.279	\$30.743	\$32.280
OT Rate	\$39.835	\$41.827	\$43.918	\$46.114	\$48.420
Semi Monthly	\$2,302	\$2,417	\$2,537	\$2,664	\$2,798
Monthly	\$4,603	\$4,833	\$5,075	\$5,329	\$5,595
Annual	\$55,238	\$58,000	\$60,900	\$63,945	\$67,142
<b>Fire Prevention Specialist II/Forester</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Hourly	\$37.500	\$39.376	\$41.344	\$43.411	\$45.582
OT Rate	\$56.251	\$59.063	\$62.016	\$65.117	\$68.373
Semi Monthly	\$3,250	\$3,413	\$3,583	\$3,762	\$3,950
Monthly	\$6,500	\$6,825	\$7,166	\$7,525	\$7,901
Annual	\$78,001	\$81,901	\$85,996	\$90,296	\$94,811
<b>Deputy Fire Marshal</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Hourly	\$44.899	\$47.144	\$49.501	\$51.976	\$54.575
OT Rate	\$67.348	\$70.716	\$74.251	\$77.964	\$81.862
Semi Monthly	\$3,891	\$4,086	\$4,290	\$4,505	\$4,730
Monthly	\$7,782	\$8,172	\$8,580	\$9,009	\$9,460
Annual	\$93,389	\$98,059	\$102,962	\$108,110	\$113,515

# **APPENDIX B**

## **Fire Investigator Standby Duty**

### **Purpose**

The scope of this policy is to establish a dependable means of assuring an Incident Commander (IC) that a Fire District Fire Investigator is available to respond to conduct an investigation as to the origin and cause of such fire incident.

### **Definitions**

- A. Fire Investigation Stand-by Duty Investigator: Any Fire Prevention Officer that is a District certified fire investigator and willing to cover Fire Investigation Duty in a scheduled duty rotation.
- B. Incident Commander(IC): A Chief Officer or Company Officer that is in-charge of a fire incident
- C. Fire Investigation Stand-by Duty minimum requirements/qualifications:
  - 1. PC832 –Arrest Only; No Firearms
  - 2. Fire Investigation 1A & 1B (OSFM)
  - 3. Minimum of five (5) fire investigations with a qualified fire investigator
  - 4. Fire Investigation 2A within one year of first duty day
  - 5. Fire Investigation 2B within two year of first duty day
- D. Notice to Respond: receipt of fire investigation assignment and duty to respond
- E. Enroute Status: in service and responding to the fire scene in a district vehicle.

### **Section I. Schedule**

- A. The Stand-By Assignment shall commence at 0730 hours.
- B. The Fire Marshal shall develop a schedule of Fire Investigation Stand-By Duty. This shall be done to facilitate vacation selections that will not coincide with standby periods. Investigators are not to pick vacation time during their respective standby period unless the investigators scheduled for the Stand-by Assignment covers his/or her assignment with a Stand-By trade.

### **Section II. Operations**

- A. Authorization Procedure
  - 1. The Incident Commander(IC) (Chief Officer or Company Officer), may request a Fire Investigator for investigation purposes to determine origin and cause of a fire incident.
  - 2. The IC may contact the Stand-by Fire Investigator in order to obtain clarification and guidance. Hourly overtime compensation will be authorized to the Standby Fire Investigator for providing the IC or designee for the needed information.
  - 3. Notification shall be made through the Dispatch/Communications Center and follow the Fire Investigator notification procedure.

#### B. Notification Procedure

1. Upon request by the IC, Dispatch shall notify the Fire Investigator assigned the Stand-By duty Assignment via alpha pager and cell phone of the Notice to respond for investigation duty. The Fire Investigator on Stand-By duty shall contact the Dispatch/Communications Center as outlined under Section III, Investigator Responsibilities.

### **Section III Fire Investigator Responsibility**

#### A. Response

1. Fire Investigators, when on assigned Stand-By duty, shall maintain radio, cell phone, or alpha pager contact with the Dispatch/Communications Center. Fire Investigators, when on Stand-By duty, shall not be more than 45 minutes from the District boundary. Stand-by duty Fire Investigators shall respond enroute to the fire scene within 10 minutes of notification. Fire Investigators shall notify Dispatch of their estimated time of arrival as soon as they are enroute to the fire scene in a district vehicle.
2. Fire Investigators shall maintain the serviceability of all issued communications and safety equipment and wear the level of protection designated by the IC.
3. No alcohol or any other substance that would impair a person's ability to assume the duties of a fire investigator may be consumed during the stand-by operational period.
4. All investigations shall be handled in an expedient a manner as possible. The Fire Investigator shall retain the service of suppression personnel as needed to assist in the removal of debris or other activities associated with scene investigation. The Fire Investigator shall interact with the Incident Commander or fire watch to facilitate his/or her needs to complete the investigation.
5. It is the responsibility of the employee to notify his or her immediate supervisor upon the occurrence of an illness creating an inability to perform their Stand-By Assignment or portion thereof during regular business hours. During after hours, weekends, and holidays, the employee assigned the Stand-By Assignment shall notify the Dispatch/Communications Center.

#### B. Fire Investigation Stand-by Overtime

1. All overtime shall be on an hour-for-hour basis, with a minimum of two (2) hours for emergency overtime. All overtime to be paid or compensatory time accrued at the rate of time and one-half (1-1/2).
2. Overtime compensation begins upon confirmation of receipt of call by the responding Investigator via telephone, cell phone, or radio.
3. Compensatory time may be accumulated to a maximum accrual of eighty-hours (80).

#### C. Stand-by Duty Trades

1. The District agrees that employees who are assigned to fire investigative Stand-By duties may, with approval of the Fire Marshal or designated management official in each instance, trade Stand-By Duty Assignments, with qualified employees.
2. For occurrences, necessitating Stand-By Duty Assignment trades after hours, weekends and on holidays, the employee accepting the responsibility for the trade (Stand-By Assignment) shall notify the Dispatch/Communications Center of their responsibility for the Stand-By Assignment.

#### D. Sick Leave Coverage

To establish a mechanism to back-fill Stand-By Assignments upon the occurrence of an Investigator on sick leave with the expectation that someone will be available, and respond, the following provisions shall apply:

1. During regular business hours Monday-Friday 0730-1730 hours the person scheduled for the next Stand-By Assignment period, and on duty, shall be responsible for fire investigation requests. During the hours of 1730-0730, Dispatch shall refer to the monthly Stand-By schedule and attempt to recall a Fire Investigator by going through the list.
2. During weekends and holidays, Dispatch shall refer to the monthly Stand-By schedule and attempt to recall a Fire Investigator by going through the list beginning with the Fire Investigator assigned the next Stand-by period.

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# STAFF REPORT

NO. 17-03

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**TO:** BOARD OF DIRECTORS  
TONY MICHEL, FIRE CHIEF

**FROM:** KARLENA RANNALS, ADMINISTRATIVE MANAGER

**SUBJECT:** DISTRICT PAY SCHEDULE

**DATE:** FEBRUARY 3, 2016

---



## RECOMMENDATION

The Administrative Manager recommends the Board of Directors adopt, by Resolution the District Pay Schedule in accordance with California Code of Regulations Title 2, Section 570.5, Requirement for a Publicly Available Pay Schedule.

## STAFF ANALYSIS

The CalPERS Board of Administration adopted an amendment to California Code of Regulations Section 570.5 (effective August 10, 2011) to require that a pay schedule is available publicly. The regulation specifies that compensation earnable is defined in statute and further clarified by California Code of Regulations (CCR) Section 570.5, and that salaries shall be “duly approved and adopted by the employer’s governing body in accordance with requirements of applicable public meetings laws.” Therefore, only those pay amounts that meet the definition of compensation earnable can be used when calculating retirement benefits. This regulation applies to all employers reporting compensation to CalPERS.

The pay schedule “Attachment A” to Resolution 2017-03 reflects all salaries currently in place and previously agreed to by the District Board of Directors or Fire Chief.

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE RANCHO SANTA FE FIRE PROTECTION DISTRICT ADOPTING A PAY SCHEDULE IN ACCORDANCE WITH CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 570.5

**WHEREAS**, the California Public Employees Retirement System (“PERS”) recently adopted the California Code of Regulations, Title 2, Section 570.5 on August 10, 2011; and

**WHEREAS**, the California Code of Regulations, Title 2, Section 570.5 requires the District’s Board of Directors approve and adopt all pay schedules; and

**WHEREAS**, the Regulations require that the pay schedule be made public without reference to another document in disclosure of the pay rate.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of Rancho Santa Fe Fire Protection District, a public agency in the County of San Diego, California, as follows:

- 1) That the attached pay schedule titled Rancho Santa Fe Fire Protection District Pay Schedule, set forth in Exhibit “A” attached hereto and incorporated herein by reference is approved and adopted.
- 2) That the pay schedule approved and adopted by this resolution shall be periodically updated by the Board of Directors, in accordance with the California Code of Regulations requirements.

**PASSED AND ADOPTED** at a regular meeting of the Board of Directors of the Rancho Santa Fe Fire Protection District on February 8, 2017 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

JAMES H ASHCRAFT  
President

ATTEST:

---

Karlana Rannals  
Secretary

Position	1-Jan-17		Effective Date Steps or Range		
<b>Fire Prevention Specialist</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Hourly	32,124	33,731	35,417	37,188	39,047
Monthly	5,568	5,847	6,139	6,446	6,768
Annual	66,819	70,159	73,667	77,351	81,218
<b>Public Education Coordinator</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Hourly	32,935	34,582	36,311	38,127	40,033
Monthly	5,709	5,994	6,294	6,609	6,939
Annual	68,505	71,931	75,527	79,303	83,269
<b>Office Support Coordinator</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Hourly	23,217	24,377	25,596	26,876	28,220
Monthly	4,024	4,225	4,437	4,659	4,891
Annual	48,291	50,705	53,240	55,902	58,697
<b>Accounting Specialist</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Hourly	28,357	29,775	31,263	32,827	34,468
Monthly	4,915	5,161	5,419	5,690	5,974
Annual	58,982	61,931	65,028	68,279	71,693
<b>Staff Assistant</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Hourly	25,025	26,276	27,590	28,969	30,418
Monthly	4,338	4,555	4,782	5,021	5,272
Annual	52,052	54,654	57,387	60,257	63,269
<b>Fire Prevention Specialist II/Forester</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Hourly	35,338	37,104	38,960	40,908	42,953
Monthly	6,125	6,431	6,753	7,091	7,445
Annual	73,502	77,177	81,036	85,088	89,342
<b>Deputy Fire Marshal</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Hourly	42,309	44,424	46,646	48,978	51,427
Monthly	7,334	7,700	8,085	8,490	8,914
Annual	88,003	92,403	97,023	101,874	106,968
<b>Firefighter/Paramedic</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Hourly	24,649	25,881	27,175	28,534	29,961
OT Rate	36,973	38,822	40,763	42,801	44,941
Semi Monthly	3,071	3,224	3,386	3,555	3,733
Monthly (Includes FLSA)	6,142	6,449	6,771	7,110	7,465
Annual (Includes FLSA)	73,700	77,385	81,254	85,317	89,583
<b>Engineer</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Hourly	25,871	27,164	28,523	29,949	31,446
OT Rate	38,806	40,747	42,784	44,923	47,169
Semi Monthly	3,223	3,384	3,553	3,731	3,918
Monthly (Includes FLSA)	6,446	6,768	7,107	7,462	7,835
Annual (Includes FLSA)	77,354	81,222	85,283	89,547	94,024
<b>Engineer/Paramedic</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Hourly	26,566	27,894	29,289	30,753	32,291
OT Rate	39,848	41,841	43,933	46,129	48,436
Semi Monthly	3,310	3,475	3,649	3,831	4,023
Monthly (Includes FLSA)	6,619	6,950	7,298	7,663	8,046
Annual (Includes FLSA)	79,431	83,403	87,573	91,951	96,549
<b>Captain</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Hourly	30,647	32,179	33,788	35,477	37,251
OT Rate	45,970	48,268	50,682	53,216	55,877
Semi Monthly	3,818	4,009	4,209	4,420	4,641
Monthly (Includes FLSA)	7,636.1	8,017.9	8,418.8	8,839.8	9,281.7
Annual (Includes FLSA)	91,633	96,215	101,026	106,077	111,381
<b>Fire Chief</b>	<b>Range</b>				
Monthly			14,026		17,533
Annual			168,312	→	210,396
<b>Deputy Chief</b>	<b>Range</b>				
Monthly			11,643		14,554
Annual			139,713	→	174,642
<b>Battalion Chief</b>	<b>Range</b>				
Monthly			10,096		12,620
Annual			121,147	→	151,434
<b>Fire Marshal</b>	<b>Range</b>				
Monthly			9,474		11,843
Annual			113,688	→	142,110
<b>Administrative Manager</b>	<b>Range</b>				
Monthly			8,518		10,648
Annual			102,220	→	127,776
<b>Volunteer Division</b>					
<b>Division Chief-Volunteer Coordinator</b>	<b>Range</b>				
Monthly					5,833
Annual					70,000
<b>Division Chief-Volunteer Training Coordinator (part time)</b>	<b>Range</b>				
Monthly					2,917
Annual					35,000
<b>Firefighter Driver/Operator (part time)</b>	<b>Hourly Rate</b>				
Hourly					California Minimum Wage
<b>Temporary Positions - Non-exempt</b>					
<b>Temporary (as needed and determined by the Fire Chief)</b>	<b>Range</b>				
Hourly			10	→	76

Examples of a temporary employee's position includes but is not limited to:  
Fire Services Assistant; Interns (Administration, Fire Prevention, Training); Fire Prevention (Weed Abatement; Plan Review); Firefighter/Paramedic

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

**WHEREAS**, the Rancho Santa Fe Fire Protection District is anticipating that new development will occur within the district which will cause the need for the expansion of existing fire protection facilities; and

**WHEREAS**, the Rancho Santa Fe Fire Protection District is currently participating in the San Diego County's Fire Mitigation Program; and

**WHEREAS**, the County of San Diego is empowered to collect mitigation fees from applicants for new development for the purpose of the expansion of fire protection and firefighting facilities and equipment; and

**WHEREAS**, the County of San Diego has established fee ceilings for types of construction by Chapter 3 of Division 10 of Title 8 (commencing with § 810.301) of the San Diego County Code; and

**WHEREAS**, the County of San Diego has amended Chapter 3, Division 10 of Title 8 of the San Diego County Code of Regulatory Ordinances relating to fire mitigation fees; and

**WHEREAS**, the Rancho Santa Fe Fire Protection District intend hereby to comply with said amendments to continue to participate in the fire mitigation fee program.

**IT IS HEREBY FOUND THAT:**

- (1) The Rancho Santa Fe Fire Protection District does not have existing facilities which could be used to provide an adequate level of service to new development within the district's boundaries; and
- (2) The Rancho Santa Fe Fire Protection District does not have sufficient funds available to construct additional facilities from fund balances, capital facility funds, property tax sources, or any other appropriate sources; and
- (3) The lack of fire protection facilities and equipment to serve new development would create a situation perilous to the public health and safety if fire mitigation fees are not levied within the district; and
- (4) The annexation fees and plan check fees charged by the Rancho Santa Fe Fire Protection District do not include a payment toward the costs of capital facility and equipment expansion as a component of the fee.



**NOW, THEREFORE, BE IT RESOLVED THAT:**

- (1) The Rancho Santa Fe Fire Protection District requests the County to collect 100% of the ceiling amount of the fire mitigation fee on the district's behalf from applicants for building permits. This percentage of the ceiling fee is equal to or less than the capital facility expansion needs caused by new development.
- (2) The fee amounts do not exceed the ceiling for fire mitigation fees established by the San Diego County Board of Supervisors.
- (3) Mitigation fees paid under this program will be used to expand the availability of capital facilities and equipment to serve new development.
- (4) The district shall place all funds received by the County under this program, and all interest subsequently accrued by the district on these funds, in a separate budget accounting category to be known as the "San Diego County Fire Mitigation Fee."
- (5) The district shall expend funds from said "San Diego County Fire Mitigation Fee" budget accounting category only for the purposes of providing capital facilities and equipment to serve new development.
- (6) The district shall submit a Fire Mitigation Fee Annual Report, not later than August 29 of each year, to the Director of the Office of Disaster Preparedness specifying the amount of funds collected and the expenditures by category. In addition, the report shall specify the actions the district plans to take to alleviate the facility and equipment needs caused by new development in a Multi-Year Facilities and Equipment Plan adopted at a noticed public hearing. The district shall make available, upon request by the Director, a copy of its annual audit report.
- (7) The district shall make its records available to the public on request, which justify the basis for the fee amount.
- (8) The district shall hold San Diego County harmless for any errors made by the County in collecting and/or transmitting these fees to the district.
- (9) The district agrees to a review of revenues and expenditures collected and dispensed pursuant to this resolution each fiscal year by a committee established by the County Board of Supervisors.
- (10) The district shall make findings, with respect to any portion of the fee remaining unexpended or uncommitted in its account five or more years after deposit of the fee, to identify the purpose to which the fee is to be put and to demonstrate a reasonable relationship between the fee and the purpose for which it was charged. The agency shall refund to the then current record owner or owners of the development project or

projects on a prorated basis the unexpended or uncommitted portion of the fee, and any interest accrued thereon, for which need cannot be demonstrated.

(11) By April 16 of each year following the year of original adoption of this District's resolution, the Rancho Santa Fe Fire Protection District shall submit a copy of a new resolution adopted by the Board of Directors making the required findings and setting the percentage of the fire mitigation ceiling requested by the District.

(12) All fees collected pursuant to the San Diego County Fire Mitigation Fee Ordinance shall be used by the District for providing for capital facilities and equipment.

(13) "Facilities and Equipment" means any long-term capital facilities and equipment used by the Rancho Santa Fe Fire Protection District for suppression or emergency medical services, including station construction, station expansion and fire or emergency medical apparatus.

**BE IT FURTHER RESOLVED** that this resolution supersedes Resolution No. 2016-02 to participate in the Fire Mitigation Fee Program adopted February 10, 2016.

**PASSED AND ADOPTED** at a regular meeting of the Board of Directors of the Rancho Santa Fe Fire Protection District on February 8, 2017 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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JAMES H ASHCRAFT  
President

ATTEST:

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Karlana Rannals  
Secretary

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# STAFF REPORT

NO. 17-04

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**TO:** BOARD OF DIRECTORS  
**FROM:** TONY MICHEL, FIRE CHIEF  
**SUBJECT:** NCDJPA LEASE AGREEMENT  
**DATE:** FEBRUARY 3, 2017

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## RECOMMENDATION

Staff recommends the Board of Directors approve the lease agreements as submitted and authorize the fire chief to execute the documents.

## BACKGROUND

In April 2012, the North County Dispatch Joint Powers Authority (NCDJPA) requested to lease additional space at RSF1. An agreement was executed on June 14, 2012, to lease 925 square feet of space which includes four offices located between the RSF Patrol/Communication Building and Fire Station 1.

NCDJPA is requesting to renew the lease on the original 925 square feet; plus lease on a month-to-month term, an additional 520 square feet of office space which includes (1) restroom. This is unused space located on the second floor of RSF1 which was previously occupied by our EMS Coordinator.

## CURRENT SITUATION

AMENDMENT NO. 1 TO LEASE amends the original June 14, 2012 agreement for the 925 square feet of office space for one year, with three one year renewal options. The rent is in the sum of \$2,090.50 per month, and upon renewal, the rent shall be increased, if any, by the Consumer Price Index for all Urban Consumers, for the region of Los Angeles-Riverside-Orange County.

The second LEASE AGREEMENT is a month to month tenancy agreement for the additional office space and (1) restroom which totals 520 square feet. The rent is in the sum of \$1,175.20 per month. Any rent increases will require a 30 day written notice to change a term of the tenancy.

Consideration for determining fair rental value was based upon:

- a. No available parking
- b. No public access
- c. No restroom facilities for the 925 sq. ft. of office space.
- e. Leasing to another governmental body of which Rancho Santa Fe Fire Protection District is a member agency.

Note: The agreement(s) have been reviewed and has the concurrence of the District's legal counsel.

This AMENDMENT NO. 1 TO LEASE (this "**Amendment No.1**") is made by and between RANCHO SANTA FE FIRE PROTECTION DISTRICT, a Political Subdivision ("**Landlord**"), and NORTH COUNTY DISPATCH JOINT POWERS AUTHORITY ("**Tenant**").

### **RECITALS**

A. Landlord and Tenant previously entered into that certain Lease Agreement dated as of June 14, 2012 ("**Lease**") with respect to the lease of 925 square of lower level administrative offices.

B. All defined terms used herein but not defined herein shall have the meaning ascribed to such terms in the Lease.

C. Landlord and Tenant now desire to enter into this Amendment No. 1 to amend the Lease as hereinafter provided.

### **AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows, notwithstanding anything in the Original Lease to the contrary:

1. **Section 2.01.** Section 2.01 of the Lease is hereby amended to provide that the Term of the Lease shall be from July 1, 2016 to June 30, 2017.

2. **Section 2.04.** Section 2.04 of the Lease is hereby deleted and a new Section 2.04 is added as follows:

**Section 2.04. Option to Extend.** Effective January 1, 2017 TENANT is given the option to extend the term, and all provisions contained in this Lease except the provisions of Section 3.02 regarding rent for three (3) one (1) year terms ("**Option Terms**"), by giving written notice of exercises of the option ("**Option Notice**") to Lessor at least two (2) months but not more than six (6) months before the end of the then current expiring term.

3. **Section 3.02.** Section 3.02 of the Lease is hereby amended to provide that the Rent effective January 1, 2017 shall be Two Thousand Ninety and 50/100 Dollars (\$2,090.50) per month.

4. **Section 3.03.** Section 3.03 of the Lease is hereby deleted and is hereby deleted and a new Section 3.03 is added as follows:

**Section 3.03. Rent During the Option Terms.** Commencing on the first month of each Option Term under this Amendment No. 1, the Rent shall be increased according to the increase, if any, in the "Consumer Price Index" as herein defined. As used herein, the term, "Consumer Price Index," ("**CPI**") shall mean the Consumer Price Index For All Urban Consumers (all items) as published by the United States Department of Labor, Bureau of Labor Statistics for Los Angeles-Riverside-Orange County (1967 = 100 Base).

Commencing on the first month of each Option Term under this Amendment No. 1, the Rent shall increase by an amount equal to the then base rent multiplied by the percentage increase, if any, between the Consumer Price Index published and in effect as of two months prior to the Commencement Date (April 2016) and the Consumer Price Index published and in effect in last

month of the expiring term; provided, however, that in no event shall the Monthly Rental for any month be less than the Monthly Rental for the immediately preceding month.

An example of the Consumer Price Index increase for July 1, 2017, is as follows: RENT = \$2,090.50 per month

$$\begin{array}{rcl} \$2,090.50 & \times & \frac{\text{CPI APRIL 2017}}{\text{CPI APRIL 2016}} = \text{Monthly Rental effective July 1, 2017} \end{array}$$

If the Consumer Price Index is discontinued or revised during the Term or the Option Terms under this Amendment No. 1, such other government index or computation with which it is results as would be obtained if the Consumer Price Index had not been discontinued or revised.

5. Conflict. In the event of any conflict between the Lease and this Amendment No. 1, this Amendment No. 1 shall prevail. Except to the extent herein modified, the Lease, as modified by the Lease Amendment, shall continue in full force and effect.

6. Terms. Except as specifically provided in this Amendment No. 1 all capitalized terms shall have the same meaning as defined in the Lease.

7. Counterparts. This Amendment No. 1 may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, Landlord and Tenant have entered into this Amendment No. 1 as of the date of the last to sign below.

**Landlord - RSF**

RANCHO SANTA FE FIRE PROTECTION DISTRICT  
a political subdivision

By: \_\_\_\_\_  
Tony Michel, Fire Chief

**Tenant**

NORTH COUNTY DISPATCH JOINT POWERS AUTHORITY

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

## LEASE AGREEMENT

THIS LEASE AGREEMENT, (“**Agreement**”), is executed this \_\_\_\_ day of February 2017 (“**Effective Date**”) by and between RANCHO SANTA FE FIRE PROTECTION DISTRICT, a Political Subdivision (“**RSF**”), and NORTH COUNTY DISPATCH JOINT POWERS AUTHORITY (“**TENANT**”).

### ARTICLE I USES

**Section 1.01. Premises.** RSF owns that certain real property situated in Rancho Santa Fe, County of San Diego, and State of California, commonly known as the Rancho Santa Fe Fire Station No. 1 (“**Property**”). RSF hereby agrees that TENANT shall have the right to occupy and to use in accordance with the terms of this Agreement, a 520 square foot total portion of the Property as shown on the diagram attached as Exhibit “A” hereto and by this reference made a part of this Agreement (“**Premises**”). TENANT acknowledges that the Premises does not include any parking and other parties including RSF use other portions of the Property.

**Section 1.02. Uses.** It is expressly agreed that TENANT is given the right to occupy and use the Premises solely and exclusively for the purpose of general office space and for such other related or incidental purposes as may be first approved in writing by RSF and for no other purpose whatsoever.

In the event that TENANT fails to continuously use the Premises for said purposes, or uses the Premises not as expressly authorized herein, TENANT shall be deemed in default under this Agreement. TENANT shall not use the Premises in any manner which disturbs the quiet enjoyment use of the Property which includes the Premises used by RSF, or in any manner conflicts with or disrupts the use of the Property by RSF as a fire station. RSF’s use of the Premises is paramount to that of TENANT’s use.

**Section 1.03. Compliance With Law.** TENANT shall, at TENANT's expense, promptly comply with all applicable laws, statutes, ordinances, rules regulations, orders, covenants and restrictions of record, and requirements of any fire insurance underwriters or rating bureaus, now or hereafter in effect, whether or not they reflect a change in policy from that now existing, during the term, or any part of the term hereof, relating in any manner to the Premises or the occupation and use by TENANT of the Premises. TENANT shall conduct its business in a lawful manner and shall not use or permit the use of the Premises in any manner that will create or tend to create waste or a nuisance, or shall disturb or tend to disturb other occupants of the Premises. Throughout the term, TENANT shall procure and maintain any and all licenses or permits necessary for TENANT to conduct its business and shall, at RSF’s request, furnish RSF with thereof.

**Section 1.04. Condition of Premises.** TENANT hereby accepts the Premises in their "as is" condition subject to all applicable zoning, municipal, county, state and federal laws,

ordinances and regulations governing and regulating the Premises. TENANT acknowledges that it has caused and is satisfied by its own independent investigation that the Premises are suitable for its intended use and that RSF has not made any representation or warranty as to the present or future suitability of the Premises, for the conduct of TENANT's business. Notwithstanding the foregoing, RSF agrees to perform minor touch up maintenance of the walls and paint upon written request from TENANT provided said request is made within twenty (20) days of the Commencement Date, as defined below.

**Section 1.05. Hazardous Waste.** Without limiting the generality of the obligations of TENANT pursuant to Section 1.02 above, TENANT shall not permit the storage, delivery or use of "hazardous materials", as defined below, on the Premises. The term "hazardous materials" shall mean any substance or material defined or designated as hazardous or toxic, or other similar term, by any present or future local, state or federal environmental statute, regulation or ordinance including, without limitation, California Health and Safety Code §25100 et seq. and §39000 et seq., California Water Code §13000 et seq., the Porter-Cologne Water Quality Act, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §9601 et seq., as now or hereafter amended ("CERCLA"), the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §6901 et seq., as now or hereafter amended ("RCRA"), the Hazardous Materials Transportation Act, 49 U.S.C. §801 et seq., as now hereafter amended ("HMTA") the Toxic Substances Control Act of 1976, 15 U.S.C. §2601 et seq., as now or hereafter amended ("TSCA"), the Clean Water Act, 33 U.S.C. §7901 et seq., as now or hereafter amended ("CWA") the Clean Air Act 42 U.S.C. §7901 et seq., as now or hereafter amended ("CAA"), and the regulations promulgated pursuant to said laws (collectively "Environmental Laws"). TENANT agrees to immediately indemnify, defend and hold RSF and its officers, directors, partners and employees entirely harmless from and against any and all liabilities, losses, demands, actions, expenses or claims, including attorney's fees and court costs, incurred directly or indirectly in connection with or arising from (i) the discovery of any hazardous materials which have been placed on or beneath the Premises by TENANT and/or by any of TENANT's Agents or the presence of any hazardous materials on or beneath any real property adjacent to the Premises which have been placed on or beneath any such adjacent real property by TENANT and/or by any of TENANT's Agents or which originated from hazardous materials placed on or beneath the Premises by TENANT and/or by any of TENANT's Agents and (ii) any failure of TENANT to perform its obligations under this Paragraph. This indemnification and TENANT's obligations to cause the Premises to comply with such Environmental Laws and governmental standards shall survive the termination of this Agreement.

## **ARTICLE II TERM**

**Section 2.01. Commencement.** The term shall commence on **March \_\_, 2017** ("Commencement Date"). The Term of the Lease shall be month-to-month ("**Term**").

**Section 2.02. Abandonment.** Even though TENANT has breached the Agreement and abandoned the Premises, this Agreement shall continue in effect for so long as RSF does not terminate this Agreement, and RSF may enforce all its rights and remedies hereunder, including but not limited to the right to recover the rent as it becomes due, plus damages.



**Section 2.03. Surrender of Premises.** At the expiration or earlier termination of this Agreement, TENANT shall surrender the Premises to RSF free and clear of all liens and encumbrances, except those liens and encumbrances, which existed on the date of the execution of this Agreement by RSF. The Premises, when surrendered by TENANT, shall be in safe and sanitary condition and shall be in as good or better condition as the condition at Commencement of this Agreement, absent normal wear and tear.

## **ARTICLE II PAYMENT**

**Section 3.01. Time and Place of Payment.** TENANT shall make all monthly rental payments on the first day of each month to the Administration Office of RSF located at 18027 Calle Ambiente, Rancho Santa Fe, California 92067. The place and time of payment may be changed at any time by RSF upon thirty (30) days written notice to TENANT.

**Section 3.02. Base Monthly Occupy Payments.** TENANT shall pay to RSF as Base Monthly Occupy Payment (“Rent”) the sum of One Thousand One Hundred Seventy-five and 20/100 Dollars (\$1,175.20) per month. All Rent due under this Agreement shall be payable in advance on the first day of each calendar month. If the Commencement Date is not the first day of a calendar month, then the Rent for the partial month at the beginning of the Term shall be pro-rated on a per diem basis.

## **ARTICLE IV INSURANCE; INDEMNITY**

**Section 4.01. Liability Insurance-TENANT.** TENANT shall maintain during the term of this Lease worker's compensation insurance as required by applicable law and commercial liability insurance with respect to the Premises, all assumed liabilities by TENANT, product liability and all owned or non-owned and hired vehicles utilized in TENANT's business, adequate to protect RSF as provided hereinafter. Such policy or policies of liability insurance shall add as additional insureds, RSF and each of its directors, agents and employees and shall expressly provide that the interest of RSF therein shall not be affected by any breach by TENANT of any policy provisions. Initially, such policy of liability insurance shall be in an amount not less than Two Million Dollars (\$2,000,000.00) combined single limit for both bodily injury and property damage. All insurance policies required hereunder shall be obtained upon an "occurrence" basis and not as "claims made" policies. All liability, property damage, and other liability policies of TENANT shall be written as primary policies, not contributing with and not in excess of coverage which RSF may carry. All such policies shall contain a provision that RSF, although additional insured, shall nevertheless be named as loss payees and be entitled to recover under said policies for any loss occasioned to it, its employees, agents, contractors, invitees and licensees by reason of the negligence of TENANT, its employees, agents, contractors, invitees and licensees. TENANT shall furnish RSF with a certificate of insurance with attached endorsements with respect to such policies prior to TENANT's entry into the Premises. Such policies shall be secured from insurance companies with a Best's rating of A: Class VII or better and provide by endorsement that they may not be canceled or altered without sixty (60) days prior written notice delivered by the insurer to



RSF and/or its lenders.

**Section 4.02. Property Insurance-TENANT.** TENANT shall maintain in force a policy or policies of special peril contents insurance, including without limitation vandalism and malicious mischief coverage, sprinkler leakage coverage and plate glass coverage for the Premises, with respect to TENANT's personal property, trade fixtures and equipment located in the Premises and all improvements and betterments to the Premises made by TENANT to the extent of at least ninety percent (90%) of their insurable value. During the term of this Lease, the proceeds of any such policy or policies of contents insurance shall be used solely for the repair or replacement of the property so insured. RSF shall have no claim or interest in said insurance and will sign all documents necessary to effectuate the settlement of any claim or loss by TENANT.

**Section 4.03. Property-Insurance-RSF.** RSF may obtain, and keep in force during term of this Agreement, a policy or policies of insurance covering loss or damage to the Premises, but not TENANT's personal property, fixtures, equipment or TENANT's improvements, utilizing a standard form or equivalent providing protection against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, plate glass, and such other perils as RSF deems advisable. RSF shall furnish TENANT with any written notice given to RSF by any insurance carrier notifying RSF that TENANT has, or TENANT's activities from the Premises or other acts or conduct have, caused an increase in the property insurance premium.

**Section 4.04. Insurance Policies.** TENANT shall deliver to RSF copies of liability insurance policies required under Section 4.01 and 4.02 or certificates evidencing the existence and amounts of such insurance not later than ten (10) business days prior to the Commencement Date. No such policy shall be cancelable or subject to reduction of coverage or other modification except after thirty (30) days prior written notice to RSF. TENANT shall furnish RSF with renewal certificates at least ten (10) business days prior to the expiration of any applicable policy.

**Section 4.05. Waiver of Subrogation.** TENANT and RSF each hereby release and relive the other, and waive their entire right of recovery against the other, for direct or consequential loss or damage arising out of or incident to the perils covered by property insurance carried by such party, whether due to negligence of RSF or TENANT or their agents, employees, contractors, and/or invitee. All property insurance policies required under this Agreement shall be endorsed to so provide.

**Section 4.06. Indemnity.** TENANT shall indemnify, defend and hold harmless RSF and its agents, officers, directors and employees from and against any and all losses, costs, damages, expenses, claims, actions or causes of action arising, directly or indirectly, out of, under or in connection with this Agreement or from TENANT's business or from any activity, work or thing done, permitted or suffered by TENANT in, to, on or about the Premises or elsewhere and shall further indemnify, defend and hold harmless RSF from any breach or default by TENANT in the performance of any covenant, agreement, term, provision, condition or obligation on TENANT's part to be kept or performed under the terms of this Agreement, or arising, directly or indirectly, from any act or omission of TENANT or any of TENANT's agents, contractors, employees or invitee and from and against all costs, attorney's fees, expenses and liabilities incurred by RSF as the result of any use, conduct, activity, work, thing done, permitted or suffered, breach, default or negligence, and in case any action or proceeding be brought against RSF by reason of anything or

matter referred to in this Section 4.06., TENANT, upon notice from RSF, shall defend the same at TENANT's expense with counsel mutually agreed upon by RSF and TENANT. TENANT, as a material part of the consideration to RSF for entering into this Agreement, hereby assumes all risk of damage to property of TENANT, or injury to persons, in, upon or about the Premises, related directly or indirectly to TENANT's use of or access to the Premises or performance of any obligation under this Agreement, and TENANT hereby waives all claims in respect thereto against RSF except for those arising from the sole negligence of RSF or its agents or employees.

**Section 4.07. RSF's Non-liability.** RSF shall not be responsible or liable at any time for any loss or damage to TENANT's merchandise, equipment, fixtures or other personal property or to TENANT's business, including without limitation any loss or damage to either the person or property of TENANT or loss of profits or otherwise that may be occasioned by or through the acts or omissions of persons occupying adjacent, connecting, adjoining or other space in the building or by or through the acts or omissions of RSF, its employees, agents, contractors, invitees or licensees, other than actions of RSF constituting gross negligence, recklessness or intentional misconduct. TENANT shall store its property in and shall use and enjoy the Premises at its own risk, and hereby releases RSF, its employees, agents, contractors, partners, invitees, and licensees, to the fullest extent permitted by law, from all claims of every kind, including without limitation, leakage of any nature, resulting in loss of life, personal or bodily injury, or property damage.

**Section 4.08. No Representation of Adequate Coverage.** RSF makes no representation that the limits or forms of coverage of insurance specified in this Article IV are adequate to cover TENANT's property or obligations under this Agreement.

## **ARTICLE V IMPROVEMENTS/ALTERATIONS/REPAIRS**

### **Section 5.01. Damage or Destruction of the Premises.**

If, during the Term of this Agreement, the Premises are damaged or destroyed, or if the Premises are damaged, and if such damage materially interferes with TENANT's use of the Premises, RSF shall, at its sole option, (1) terminate this Agreement or (2) repair the damage and this Agreement shall remain in full force and effect, provided that (i) such repairs can reasonably be expected to be made within ninety (90) days from the date RSF commences to repair such damage ("Repair Period") in compliance with applicable laws and regulations, (ii) insurance proceeds are timely made available to RSF which, together with any other funds provided by RSF, are sufficient to repair such damage and (iii) such damage or destruction was not caused by TENANT. In the event that TENANT is temporarily unable to occupy the Premises due to damage caused by RSF that materially interferes with TENANT's use of the Premises, TENANT shall be entitled to a rent credit or refund for the period of time during which the Premises cannot be occupied.

**Section 5.02. Maintenance.** TENANT agrees to assume full responsibility and cost for the operation and maintenance of the Premises throughout the term of this Agreement. TENANT will make all repairs and replacements necessary to maintain and preserve the Premises in a decent,

safe, and healthy, and sanitary condition satisfactory to RSF and in compliance with all applicable laws.

In the event that the Premises are not in a decent, safe, healthy, and sanitary conditions, and upon thirty (30) day written notification from RSF, TENANT fails to restore Premises to a decent, safe, healthy, and sanitary condition, RSF shall have the right, upon written notice to TENANT, to have any necessary maintenance work done at the expense of TENANT, and TENANT shall promptly pay any and all costs incurred by RSF in having such necessary maintenance work done, in order to keep said Premises in a decent, safe, healthy, and sanitary condition. TENANT shall make payment no later than thirty (30) days after written notice from RSF.

**Section 5.03. Improvements/Alterations.** No improvements, structures, or installations shall be constructed on the Premises, and the Premises may not be altered by TENANT without prior express written consent of RSF. Further, TENANT agrees that major structural or architectural design alterations to approved improvements, structures, or installations may not be made on the Premises without prior express written approval by RSF. This provision shall not relieve TENANT of any obligation under this Agreement to maintain the Premises in a decent, safe, healthy, and sanitary condition, including structural repair and restoration of damaged or worn improvements. RSF shall not be obligated by this Agreement to make or assume any expense for any improvements or alterations.

**Section 5.04. Utilities.** So long as Tenant is not in default hereunder, RSF shall provide power, heating, ventilation, and air conditioning.

**Section 5.05. Excess Usage by Tenant.** Tenant shall not install or use any machinery or equipment in or about the Premises that uses excess water, lighting or power, or suffer or permit any act that, in RSF's opinion, causes or would cause extra burden upon the utilities or services, including, but not limited to, security services, over standard office usage for the Building. Tenant shall pay RSF for any excess expenses or costs that may arise out of a breach of this section by TENANT. RSF acknowledges that TENANT will use as standard office equipment computers, copiers, and fax machines.

**Section 5.06. Interruptions.** There shall be no abatement of rent and RSF shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or any other cause of any kind or nature whatsoever or in cooperation with governmental request or direction.

**Section 5.07. Liens.** TENANT shall not, directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to all or any portion of the Premises. TENANT shall promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim on or with respect to all or any portion of the Premises.

**Section 5.08. Taxes.** TENANT shall not be obligated to pay any taxes accruing before, during or after the term, or any extension thereof, on the Premises, the Building or the Property; all such payments shall be the sole responsibility of RSF. As used herein, the term "taxes" means all

taxes, governmental bonds, special assessments, Mello-Roos assessments, charges, rental income or transfer taxes, license and transaction fees, including, but not limited to, (i) any state, local, federal, personal or corporate income tax, or any real or personal property tax, (ii) any estate inheritance taxes, (iii) any franchise, succession or transfer taxes, (iv) interest on taxes or penalties resulting from RSF's failure to pay taxes, (v) any increases in taxes are essentially payments to a governmental agency for the right to make improvements to the Building.

**Section 5.9. Signs.** TENANT shall not erect or display any banners, pennants, flags, posters, signs, decorations, marquees, awnings, or similar devices or advertising visible from outside the Premises. If any such unauthorized item is found on the Premises, TENANT shall remove the items at its expenses within twenty-four (24) hours of written notice thereof by RSF, or RSF may thereupon remove the items at TENANT's cost.

## **ARTICLE VI OWNERSHIP**

### **Section 6.01. Ownership of Improvements and Personal Property.**

i. Any and all improvements, trade fixtures, structures, and installations or additions to the Premises now existing or constructed on the Premises by TENANT shall at Agreement expiration or earlier termination be deemed to be part of the Premises and shall become, at RSF's option, RSF's property, free of all liens and claims except as otherwise provided in this Agreement.

ii. If RSF elects not to assume ownership of all or any improvements, trade fixtures, structures and installations, RSF shall so notify TENANT in writing thirty (30) days prior to termination and TENANT shall remove all such improvements, structures and installations as directed by RSF at TENANT's sole cost on or before Agreement expiration or termination. If TENANT fails to remove any improvements, structures, and installations as directed, TENANT agrees to pay RSF the full cost of any removal.

iii. TENANT-owned machines, appliances, equipment (other than trade fixtures), and other items of personal property shall be removed by TENANT the date of the expiration or termination of this Agreement. Any of said items, which TENANT fails to remove, will be considered abandoned and become RSF's property free of all claims and liens, or RSF may, at its option, remove said items at TENANT's expense.

iv. If any removal of such personal property by TENANT results in damage to the remaining improvements on the Premises, TENANT shall repair all such damage.

v. Notwithstanding any of the foregoing, in the event TENANT desires to dispose of any of its personal property used in the operation of said Premises upon expiration or termination of this Agreement, then TENANT shall have the first right to acquire or purchase said personal property.

## **ARTICLE VII**

## GENERAL PROVISIONS

**Section 7.01. Notices.** All notices, demands, requests, consents or other communications which this Agreement contemplates or authorizes, or requires or permits either party to give to the other, shall be in writing and shall be personally delivered or mailed to the respective party as follows:

**To RSF:**

Rancho Santa Fe Fire Protection District 1  
8027 Calle Ambiente  
Rancho Santa Fe, CA 92067

**To TENANT:**

North County Dispatch JPA  
PO Box 410  
Rancho Santa Fe, CA 92067

Either party may change its address by notice to the other party as provided. Communications shall be deemed to have been given and received on the first to occur of (i) actual receipt at the offices of the party to whom the communication is to be sent, as designated above, or (ii) three (3) working days following the deposit in the United States mail of registered or certified mail, postage prepaid, return receipt requested, addressed to the offices of the party to whom the communication is to be sent, as designated above.

**Section 7.02. RSF Approval.** Unless otherwise specified in this Agreement, the Fire Chief shall be RSF's authorized representative in the interpretation and enforcement of all work performed in connection with this Agreement. The Fire Chief may delegate authority in connection with this Agreement to the Fire Chief's designee(s).

**Section 7.03. Nondiscrimination.** TENANT agrees not to discriminate in any manner against any person or persons on account of race, marital status, sex, religious creed, color, ancestry, national origin, age, or physical handicap in TENANT's use of the Premises.

**Section 7.04. Entire Agreement.** This Agreement comprises the entire integrated understanding between RSF and TENANT concerning the use and occupation of the Premises and supersedes all prior negotiations, representations, or agreements. Each party has relied on its own examination of the Premises, advice from its own attorneys, and the warranties, representations, and covenants of the Agreement itself.

**Section 7.05. Interpretation of the Agreement.** The interpretation, validity and enforcement of this Agreement shall be governed by and construed under the laws of the State of California. This Agreement does not limit any other rights or remedies available to RSF.

**Section 7.06. Invalid.** Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of this

Agreement are severable.

**Section 7.07. Successor.** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

**Section 7.08. Agreement Modification.** This Agreement may not be modified orally or in any manner other than by an Agreement in writing signed by the parties hereto.

**Section 7.09. Waiver.** Any RSF waiver of a default is not a waiver of any other default. Any waiver of a default must be in writing and be executed by the Fire Chief in order to constitute a valid and binding waiver. RSF's delay or failure to exercise a remedy or right for any default does not waive the use of another remedy or right for the same default or for another or later default. RSF's acceptance of any rents is not a waiver of any default preceding the Rent payment. RSF and TENANT specifically agree that the property constituting the Premises is RSF-owned and held in trust for the benefit of the citizens of Rancho Santa Fe and that any failure by the Fire Chief to discover a default or take prompt action to require the cure of any default shall not result in an equitable estoppel, but RSF shall as all times, subject to applicable statute of limitations, have the legal right to require the cure of any default when and as such defaults are discovered or when and as the Fire Board directs the Fire Chief to take action or require the cure of any default after such default is brought to the attention of the Fire Board by the Fire Chief.

**Section 7.10. Assignment and Subletting - No Encumbrance.** This Agreement and any portion thereof shall not be assigned, transferred, or sublet, nor shall any of TENANT's duties be delegated without the express written consent of RSF. Any attempted assignment, transfer or sublet without RSF express written consent shall be void and of no force or effect. A consent by RSF to one assignment, transfer, sublease, or delegation shall not be deemed to be a consent to any subsequent assignment, transfer, sublease, or delegation. This Paragraph shall not be construed or applied to use the Premises by a contractor or franchisee of TENANT providing paramedic services.

**Section 7.11. Defaults and Termination.** If either party ("Demanding Party") has a good faith belief that the other party ("Defaulting Party") is not complying with the terms of this Agreement, the Demanding Party shall give written notice of the default (with reasonable specificity) to the Defaulting Party and demand the default to be cured within thirty (30) days of the notice.

If the Defaulting Party is actually in default of this Agreement and fails to cure the default within thirty (30) days of the notice, or if more than thirty (30) days are reasonably required to cure the default and the Defaulting Party fails to give adequate assurance of due performance within ten (10) days of the notice, the Demanding Party may terminate this Agreement upon written notice to the Defaulting Party.

RSF may also terminate this Agreement upon written notice to TENANT in the event that:

i. TENANT has previously been notified by RSF of TENANT's default under this Agreement and TENANT, after beginning to cure the default, fails to diligently pursue the cure



of the default to completion; or

ii. TENANT shall voluntarily file or have involuntarily filed against it any petition under any bankruptcy or insolvency act or law; or

iii. TENANT shall be adjudicated a bankrupt; or

iv. TENANT shall make a general assignment for the benefit of creditors.

i. RSF delivers a thirty (30) Day written notice in accordance with Section 2.02 of this Agreement.

**Section 7.12. Time is of the Essence.** Time is of the essence in the performance of each provision of this Agreement.

**Section 7.13. Attorney's Fees.** TENANT shall pay to RSF all amounts for costs, including, but not limited to, attorney's fees and amounts paid to any collection agency, incurred by RSF in connection with any breach or default by TENANT under this Agreement or incurred in order to enforce or interpret the terms or provisions of this Agreement. Such amounts shall be payable upon demand. In addition, if any action shall be instituted by either RSF or TENANT for the enforcement or interpretation of any of its rights or remedies in or under this Agreement, the prevailing party shall be entitled to recover from the losing party all costs incurred by the prevailing party in said action and any appeal therefrom, including reasonable attorneys' fees and court costs to be fixed by the court therein. In the event RSF is made a party to any litigation between TENANT and any third party, then TENANT shall pay all costs and attorneys' fees incurred by or imposed upon RSF in connection with such litigation as provided in Section 4.06; provided, however, if RSF is ultimately held to be liable, then RSF shall reimburse TENANT for the cost of any attorneys' fees paid by TENANT on behalf of RSF.

**Section 7.14. Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original of this Agreement for all purposes.

**Section 7.15. Signature Page.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of TENANT and RSF.

**Section 7.16. General Interpretation.** The terms of this Agreement have been negotiated by the parties hereto and the language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement. No rule of strict construction will be applied against any person.

**Section 7.17. Not An Offer.** The submission of this Lease by RSF is not an offer and there shall be no agreement of any nature between the parties that is binding upon any party hereto until this Lease is fully executed and accepted by RSF.

IN WITNESS WHEREOF, the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Agreement to be executed by setting hereunto their signatures on the day and year respectively written herein below.

**RSF**

RANCHO SANTA FE FIRE PROTECTION DISTRICT  
a political subdivision

By: \_\_\_\_\_  
Tony Michel, Fire Chief

**TENANT**

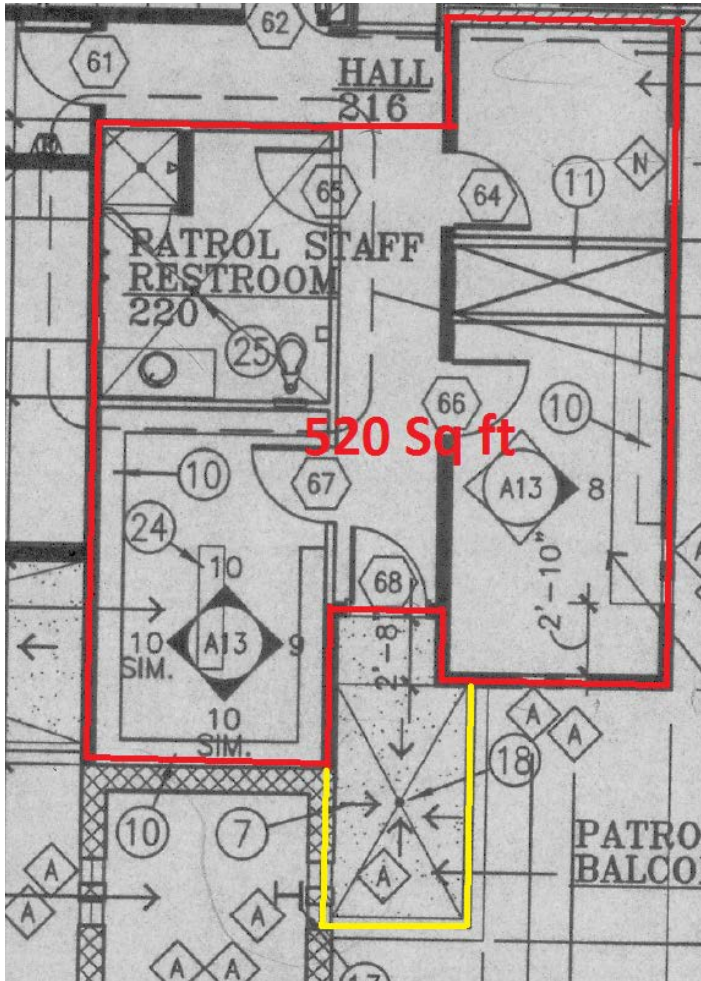
NORTH COUNTY DISPATCH JOINT POWERS AUTHORITY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



EXHBIT “A”  
DIAGRAM OF PREMISES

EXHIBIT "A"  
DIAGRAM OF PREMISES



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## STAFF REPORT

NO. FY-05

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**TO:** BOARD OF DIRECTORS  
TONY MICHEL, FIRE CHIEF

**FROM:** CHRIS GALINDO, BATTALION CHIEF

**SUBJECT:** SALE OF SURPLUS PROPERTY

**DATE:** FEBRUARY 3, 2017

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### RECOMMENDATION

Staff recommends that the surplus vehicle (No. 0081) be sold to Fire Etc. for \$1,000.00 in-store credit.

### BACKGROUND

In July 2016, the district accepted ownership of all Elfin Forest Fire Department apparatus and vehicles following the fire district's reorganization. This transfer-of-ownership included two (2) older model chief officer staff vehicles, one of which was a 2000 Ford Expedition that was previously assigned to Division Chief 2603.

### CURRENT SITUATION

This staff vehicle is now 17 years old with 270,000 miles and is no longer viable as a fleet vehicle due to engine and mechanical problems. Further, based on its current condition, the estimated Kelley Blue Book traded in value for a 2000 Ford Expedition is \$459.00. The district has no further use for this vehicle and Division Chief 2603 has now been re-issued a 2014 Ford Explorer from the district's current inventory of staff vehicles.

This vehicle is now surplus equipment and staff has received an offer from one of our fire equipment supply vendors, Fire Etc., to accept this vehicle for \$1,000.00 in-store credit. No Fees will be deducted from this sales price, which would typically be assessed if the vehicle were to be sold at auction.



# Actuarial Circular Letter

California Public Employees' Retirement System  
P.O. Box 942715  
Sacramento, CA 94229-2715  
(888) CalPERS (or 888-225-7377)  
TTY: (877) 249-7442  
[www.calpers.ca.gov](http://www.calpers.ca.gov)

January 19, 2017

Circular Letter: 200-004-17  
Distribution: VI

**To: All Public Agency Employers**

**Subject: Discount Rate Change**

The purpose of this Circular Letter is to inform you of recent changes to the CalPERS discount rate assumption and the impact these changes are expected to have on required employer and PEPRAs member contributions. This Circular Letter will assist you in calculating projected pension cost increases in future years. The June 30, 2016, annual valuations will provide updated projections of expected future year pension contributions. These reports will be available this summer.

At the December 21, 2016, meeting, the CalPERS Board of Administration approved lowering the CalPERS discount rate assumption, the long-term rate of return, from 7.50 percent to 7.00 percent over the next three years. This will increase public agency employer contribution costs beginning in Fiscal Year 2018-19.

The phase-in of the discount rate change approved by the Board for the next three Fiscal Years is as follows:

Valuation Date	Fiscal Year for Required Contribution	Discount Rate
June 30, 2016	2018-19	7.375%
June 30, 2017	2019-20	7.25%
June 30, 2018	2020-21	7.00%

Lowering the discount rate means plans will see increases in both the normal costs (the cost of pension benefits accruing in one year for active members) and the accrued liabilities. These increases will result in higher required employer contributions.

In addition, active members hired after January 1, 2013, under the Public Employees' Pension Reform Act (PEPRA) may also see their contribution rates rise.

The benefits of reducing the discount rate include:

- Strengthening long-term sustainability of the fund
- Reducing negative cash flows; additional contributions will help to offset the cost to pay pensions
- Reducing the long-term probability of funded ratios falling below undesirable levels
- Improving the likelihood of CalPERS investments earning our assumed rate of return
- Reducing the risk of contribution increases in the future from volatile investment markets

### **Results**

Employer contribution increases as a result of the discount rate changes are estimated below by Normal Cost and required Unfunded Accrued Liability (UAL) payment. The Total Employer Contribution is the sum of the Normal Cost Rate applied to reported payroll plus the Unfunded Accrued Liability payment. The Normal Cost portion of the Employer Contribution is expected to increase by the listed percentages of payroll. Increases to the UAL payments are provided as relative increases to be applied to the projected UAL payments in the June 30, 2015, valuation report.

		Normal Cost		UAL Payments	
Valuation Date	Fiscal Year Impact	Misc. Plans	Safety Plans	Misc. Plans	Safety Plans
6/30/2016	2018-19	0.25% - 0.75%	0.5% - 1.25%	2% - 3%	2% - 3%
6/30/2017	2019-20	0.5% - 1.5%	1.0% - 2.5%	4% - 6%	4% - 6%
6/30/2018	2020-21	1.0% - 3.0%	2.0% - 5.0%	10% - 15%	10% - 15%
6/30/2019	2021-22	1.0% - 3.0%	2.0% - 5.0%	15% - 20%	15% - 20%
6/30/2020	2022-23	1.0% - 3.0%	2.0% - 5.0%	20% - 25%	20% - 25%
6/30/2021	2023-24	1.0% - 3.0%	2.0% - 5.0%	25% - 30%	25% - 30%
6/30/2022	2024-25	1.0% - 3.0%	2.0% - 5.0%	30% - 40%	30% - 40%

The changes to the Unfunded Accrued Liability (UAL) due to changes of actuarial assumptions are amortized over a fixed 20-year period with a 5-year ramp up at the beginning and a 5-year ramp down at the end of the amortization period. The 5-year ramp up means that the payments in the first four years of the amortization schedule are 20 percent, 40 percent, 60 percent and 80 percent of the ultimate payment, which begins in year five. The 5-year ramp down means that the reverse is true and the payments in the final four years are ramped down by the above percentages. A new ramp is established with each change to the discount rate. There will be three ramps established in the first three years. As a result of the 5-year ramp up and effective date of the increase, it will be seven years until the full impact of the discount rate change is completely phased in. The shaded rows above are the expected increases beyond the five year projection quoted in your June 30, 2015, valuation report.

To illustrate how this table can be used as a guide to include the change in the discount rate in the calculation of pension contributions, a Miscellaneous plan with a current normal cost of 15 percent of payroll can expect an increase to 15.25 percent to 15.75 percent of payroll in the first year (Fiscal Year 2018-19), and 16 percent to 18 percent in the fifth year (Fiscal Year 2022-23). For the UAL payment, a plan with a projected payment of \$500,000 in Fiscal Year 2018-19 and \$600,000 in Fiscal Year 2022-23 can expect the revised payment to be \$510,000 - \$515,000 ( $\$500,000 \times 2.00\% / \$500,000 \times 3.00\%$ ) for Fiscal Year 2018-19, and \$720,000 - \$750,000 ( $\$600,000 \times 20\% / \$600,000 \times 25\%$ ) for Fiscal Year 2022-23. These estimated increases incorporate both the impact of the discount rate change and the ramp up.

Please keep in mind the above table is a tool for you to calculate broad estimates and should only be used as a general guide. The annual valuation report that will be released this summer will provide updated projections for your specific plan.

If you have any questions about the information provided or how to apply it to your current valuations, please call our CalPERS Customer Contact Center at **888 CalPERS** (or **888-225-7377**) and ask to have your plan actuary contact you.

Scott Terando  
Chief Actuary



**California Public Employees' Retirement System**  
**Actuarial Office**  
P.O. Box 942709  
Sacramento, CA 94229-2709  
TTY: (916) 795-3240  
(888) 225-7377 phone • (916) 795-2744 fax  
[www.calpers.ca.gov](http://www.calpers.ca.gov)

January 12, 2017

CalPERS ID: 5688868574

Employer Name: RANCHO SANTA FE FIRE PROTECTION DISTRICT

Rate Plan: SAFETY PLAN [273]

Re: Lump Sum Payment to reduce the Unfunded Actuarial Liability

Dear Requestor:

As requested, 2017-2018 employer contribution rate information on your lump sum payment follows.

**If you are aware of others interested in this information (i.e. payroll staff, county court employees, port districts, etc.), please inform them.**

The information is based on the most recent annual valuation, includes your payment of \$1,517,165 on December 31, 2017, and assumes this additional payment will be made *by January 18, 2017 and* no further contractual or financing changes taking effect before June 30, 2017. The Unfunded Liability will be reduced or eliminated by a lump sum payment in the amount of **\$110,123**. There will be no change to your 2016-17 contributions.

Valuation as of June 30, 2015	Pre-Payment	Post Payment
Projected 6/30/17 Total Unfunded Liability	7,336,733	
Payment on 1/18/2017	\$ 110,123	
<b>Revised 6/30/17 Total Unfunded Liability</b>		<b>\$ 7,222,998</b>
2017-2018 Employer Contributions		
Base Total Normal Cost for Formula	27.603%	27.603%
Surcharges for Class 1 Benefit		
a) FAC 1	1.108%	1.108%
Phase out of Normal Cost Difference	<u>0.000%</u>	<u>0.000%</u>
Plan's Total Normal Cost	28.711%	28.711%
Formula's Expected Employee Contribution Rate	<u>8.988%</u>	<u>8.988%</u>
Employer Normal Cost Rate	19.723%	19.723%
Share of Pre-2013 Pool UAL	\$ 8,588	\$0
Asset (Gain)/Loss 6/30/13	241,642	241,642
Non-Asset (Gain)/Loss 6/30/13	(2,743)	(2,743)
Asset (Gain)/Loss 6/30/14	(113,068)	(113,068)
Assumption Change	105,188	105,188
Non-Asset (Gain)/Loss 6/30/14	1,407	1,407
Asset (Gain)/Loss 6/30/15	36,098	36,098
Non-Asset (Gain)/Loss 6/30/15	(127)	(127)
2017-2018 Employer Unfunded Liability Payment	\$ 276,985	\$ 268,397

<b>Required Employer Contribution After Payment</b>		<b>Fiscal Year</b>
<b>Employer Normal Cost Rate</b>		<b>2017-18</b>
<b>Plus Either</b>		<b>19.723%</b>
<b>1) Monthly Employer Dollar UAL Payment</b>	<b>\$</b>	<b>22,366.42</b>
<b>Or</b>		
<b>2) Annual Lump Sum Prepayment Option</b>	<b>\$</b>	<b>258,865</b>
<p><i>The total minimum required employer contribution is the <b>sum</b> of the Plan's Employer Normal Cost Rate (expressed as a percentage of payroll) <b>plus</b> the Employer Unfunded Accrued Liability (UAL) Contribution Amount (billed monthly in dollars). Only the UAL portion of the employer contribution can be prepaid (which must be received in full no later than July 31). Plan Normal Cost contributions will be made as part of the payroll reporting process. If there is contractual cost sharing or other change, this amount will change. §20572 of the Public Employees' Retirement Law assesses interest at an annual rate of 10 percent if a contracting agency fails to remit the required contributions when due.</i></p>		

To initiate this change, the enclosed Lump Sum Payment Request must be completed and returned to the Fiscal Services Division with a wire transfer or a check by January 18, 2016. A copy should be sent to us.

If you have questions, please call (888) CalPERS (225-7377).



NANCY E. CAMPBELL, ASA, MAAA  
Enrolled Actuary  
Supervising Pension Actuary, CalPERS



# LUMP SUM PAYMENT REQUEST

Please complete and return this form to the following address:

CalPERS  
Fiscal Services Division  
Attn: Retirement Program Accounting  
P O Box 942703  
Sacramento, CA 94229-2703

Or fax to: 916-795-7622.

If a wire transfer is being used, it should go to the following account:

ABA#0260-0959-3

Bank of America Sacramento Main  
555 Capitol Mall, Suite 1555  
Sacramento, CA 95814

For credit to State of CA, CalPERS  
Account # 01482-80005

Please e-mail [FCSD\\_public\\_agency\\_wires@calpers.ca.gov](mailto:FCSD_public_agency_wires@calpers.ca.gov) and your actuary on the day of the wire to ensure timely crediting to your account. Any individual wire totaling over \$5,000,000 requires a 72 hour notice.

Employer Name: RANCHO SANTA FE FIRE PROTECTION DISTRICT

CalPERS ID: 5688868574

Member Group or Plan: SAFETY PLAN

Rate Plan ID: 273

Amount: **\$110,123**

Purpose:	Pay down unfunded liability
Base(s) to which payment is applied:	Share of Pre-2013 Pool UAL

In recognition of our payment please revise our required employer contribution effective July 1, 2017:

Name and Title: (Please Print): \_\_\_\_\_

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

Mailing Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Fiscal Services verification      Date Received \_\_\_\_\_      Amount Received \_\_\_\_\_

PERS01F0036 DMC (02-2009)      Reference # \_\_\_\_\_      Name and Date: \_\_\_\_\_

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# STAFF REPORT

NO. 17-06

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**TO:** BOARD OF DIRECTORS  
TONY MICHEL, FIRE CHIEF

**FROM:** KARLENA RANNALS, ADMINISTRATIVE MANAGER

**SUBJECT:** HARASSMENT PREVENTION TRAINING

**DATE:** FEBRUARY 3, 2016

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## RECOMMENDATION

The Administrative Manager/Board Clerk recommends the Board of Directors participate in the required harassment prevention training via an on-demand webinar no later than April 30, 2017.

## STAFF ANALYSIS

AB 1661 approved by the Governor September 29, 2016 enacted Government Code Section 53237.1(a) to specify that if a local agency provides any type of compensation, salary, or stipend to a local agency official of that agency, then all local agency officials of that agency shall receive sexual harassment prevention training and education pursuant to this article. Each local official or employee who is so required, shall receive at least two hours of sexual harassment prevention training within the first six months of taking office or commencing employment, and every two years thereafter. The training courses may be taken at home, in person, or online.

Since this is a new requirement, at this time there are only a few “on-demand” options available. Staff recommends that the board members complete the required training thru the “on demand” webinar conducted by California Special Districts Association. This cost is \$55 per participant.

Attachment A provides the text of the bill.

# ATTACHMENT A

Assembly Bill No. 1661  
CHAPTER 816

An act to add Article 2.4.5 (commencing with Section 53237) to Chapter 2 of Part 1 of Division 2 of Title 5 of the Government Code, relating to local government.

[Approved by Governor September 29, 2016. Filed with Secretary of State September 29, 2016]

## LEGISLATIVE COUNSEL'S DIGEST

AB 1661, McCarty. Local government: sexual harassment prevention training and education.

Existing law requires all local agency officials to receive training in ethics, at specified intervals, if the local agency provides any type of compensation, salary, or stipend to those officials. Existing law also requires any civil or political subdivision of the state and all cities to provide at least 2 hours of training and education regarding sexual harassment to all supervisory employees, as specified.

This bill would additionally require local agency officials, as defined, to receive sexual harassment prevention training and education if the local agency provides any type of compensation, salary, or stipend to those officials, and would allow a local agency to require employees to receive sexual harassment prevention training or information. The bill would also require an entity that develops curricula to satisfy this requirement to consult with the city attorney or county counsel regarding the sufficiency and accuracy of that proposed content.

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## BILL TEXT

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

### SECTION 1.

Article 2.4.5 (commencing with Section 53237) is added to Chapter 2 of Part 1 of Division 2 of Title 5 of the Government Code, to read:

#### **Article 2.4.5. Sexual Harassment Prevention Training and Education 53237.**

For the purposes of this article, the following terms have the following meanings:

- (a) "Local agency" means a city, county, city and county, charter city, charter county, charter city and county, or special district.
- (b) "Local agency official" means any member of a local agency legislative body and any elected local agency official.

#### **53237.1.**

(a) If a local agency provides any type of compensation, salary, or stipend to a local agency official of that agency, then all local agency officials of that agency shall receive sexual harassment prevention training and education pursuant to this article. A local agency may also require any of its employees to receive sexual harassment prevention training and education pursuant to this article.

(b) Each local agency official, or employee who is so required, shall receive at least two hours of sexual harassment prevention training and education within the first six months of taking office or commencing employment, and every two years thereafter.

(c) An entity that develops curricula to satisfy the requirements of this section shall consult with the city attorney or county counsel regarding the sufficiency and accuracy of that proposed content. An entity is permitted to include local sexual harassment prevention training and education policies in the curricula.

(d) The training and education required by this section shall include information and practical guidance regarding the federal and state statutory provisions concerning the prohibition against, and the prevention and correction of, sexual harassment and the remedies available to victims of sexual harassment in employment. The training and education shall also include practical examples aimed at instructing the local agency official in the prevention of sexual harassment, discrimination, and retaliation, and shall be presented by trainers or educators with knowledge and expertise in the prevention of sexual harassment, discrimination, and retaliation.

(e) A local agency or an association of local agencies may offer one or more training courses, or sets of self-study materials with tests, to meet the requirements of this section. These courses may be taken at home, in person, or online.

(f) All providers of training courses shall provide participants with proof of participation to meet the requirements of this article.

(g) A local agency shall provide a recommendation on training available to meet the requirements of this article to its local agency officials and its employees at least once in written form before assuming a new position and every two years thereafter.

(h) A local agency official who serves more than one local agency shall satisfy the requirements of this article once every two years without regard to the number of local agencies he or she serves.

#### **53237.2.**

(a) A local agency that requires its local agency officials or employees to complete the sexual harassment prevention training and education prescribed by this article shall maintain records indicating both of the following:

(1) The dates that local agency officials or employees satisfied the requirements of this article.

(2) The entity that provided the training.

(b) Notwithstanding any other law, a local agency shall maintain these records for at least five years after local agency officials or employees receive the training. These records are public records subject to disclosure under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1).

#### **53237.5.**

The requirements of this article are in addition to any other law requiring similar or related training, and nothing in this article shall be construed to supersede the requirements of Section 12940 or 12950.1.

### **SEC. 2.**

The Legislature finds and declares that all employees should have the same opportunity to work in a safe and harassment-free environment and therefore, sexual harassment prevention training and education for all local agency officials is a matter of statewide concern and not merely a municipal affair, as that term is used in Section 5 of Article XI of the California Constitution. Therefore, this act shall apply to charter cities, charter counties, and charter cities and counties. The Legislature finds and declares that there have been incidents in which the employees of local governments have been sexually harassed by their colleagues. The Legislature further finds and declares that the harassment of local government employees by their colleagues can be prevented if local governments provide training and educating to their employees.