



**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

November 14, 2018
1:00 pm PT
Regular Meeting

Director Hillgren will participate via teleconference
755 Golf Club Way, #A6, Sedona, AZ 86336

November 14, 2018
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 October 10, 2018
ACTION REQUESTED: **Approve**

b. Receive and File

i. Monthly/Quarterly Reports

(1) List of Demands Check 30577 thru 30672, Electronic File Transfers (EFT), and Wire Transfer(s) for the period October 1 – 31, 2018 totaling:	\$ 236,326.01
Wire Transfer(s) period October 1 – 31, 2018	\$ 218,533.78
Payroll for the period October 1 – 31, 2018	\$ <u>599,893.92</u>
TOTAL DISTRIBUTION	\$1,054,753.71

(2) Investment Review – September 30, 2018

(3) Cash Statement – September 30, 2018

(4) Budget Review – July 1 - September 30, 2018

ii. Activity Reports – October 2018

(1) Operations

(2) Training

(3) Fire Prevention

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

i. None

ACTION REQUESTED: [Information](#)

5. Old Business

a. RFP – RSF6 Septic System Replacement

To discuss and/or approve the selection of *Septic Solutions* at the most responsive bidder for RSF6 Septic System Replacement, and authorize the Fire Chief to execute all necessary contracts. [Staff Report 18-25](#)

ACTION REQUESTED: [Approve](#)

6. Resolutions/Ordinances

a. Resolution 2018-17

To discuss and/or adopt Resolution No. 2018-17 *entitled* A Resolution of the Rancho Santa Fe Fire Protection District Board of Directors Authorizing Signers on District Bank Accounts

ACTION REQUESTED: [Adopt](#)

b. Resolution No. 2018-18

To discuss and/or adopt a resolution *entitled* A Resolution of the Board of Directors of the Rancho Santa Fe Fire Protection District establishing Salaries and Benefits for Management Personnel

ACTION REQUESTED: [Adopt](#)

c. Resolution 2018-19

To discuss and/or adopt resolution 2018-18 *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

ACTION REQUESTED: [Adopt](#)

7. New Business

a. Purchase of Type 1 Engine

To discuss and/or approve the purchase of a Type I engine from the HGAC Cooperative Purchase Program. [Staff Report 18-26](#)

ACTION REQUESTED: [Approve](#)

b. Tenant Improvement Construction

To discuss and/or approve the tenant improvement construction. [Staff Report 18-27](#)

ACTION REQUESTED: [Approve](#)

c. Long Range Financial Plan

To discuss the District's updated plan prepared by Director Randy Malin

ACTION REQUESTED: [Information](#)

d. Board of Directors Meeting Calendar

To discuss and confirm the CY19 meeting schedule. [Staff Report 18-27](#)

ACTION REQUESTED: [Confirm dates and/or modify board meeting schedule, if necessary](#)

8. Oral Report

a. Fire Chief – Michel

b. Operations – Deputy Chief

c. Volunteer – Volunteer Recruitment/Retention Coordinator

d. Training – Battalion Chief

e. Fire Prevention – Fire Marshal

f. Administrative Manager

i. Finance Committee – Meeting Date

g. Board of Directors

i. North County Dispatch JPA – Update

ii. County Service Area – 17 – Update

iii. Comments

(1) Ashcraft

9. CONFERENCE WITH LABOR NEGOTIATORS

a. *With respect to every item of business to be discussed in closed session pursuant to Government Code Section 54957.6*

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

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

Represented Employees: Rancho Santa Fe Miscellaneous Employees

Unrepresented Employees: Deputy Chief, Battalion Chief, Fire Marshal, Administrative Manager, Administrative/Human Resource Manager, Finance Manager

Under Negotiation: Memorandum of Understanding Amendment and Compensation

b. *With respect to every item of business to be discussed in closed session pursuant to Government Code Section 54957.6*

CONFERENCE WITH LABOR NEGOTIATORS

Agency Negotiators: Board of Directors

Employee organization: Unrepresented Employee – Position: Fire Chief

10. Adjournment

The next regular meeting Board of Directors meeting to be December 12, 2018 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, November 14, 2018
1:00 pm PT

CERTIFICATION OF POSTING

I certify that on November 8, 2018 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 November 6, 2018, 2018

A handwritten signature in black ink, reading "Karlene Rannals", written over a horizontal line.

Karlene Rannals
Board Clerk



RANCHO SANTA FE FIRE PROTECTION DISTRICT
Regular Board of Directors Meeting
Minutes – October 10, 2018

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.

Pledge of Allegiance

Deputy Chief McQuead 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; Bret Davidson, Battalion Chief; Marlene Donner, Fire Marshal; and Karlana Rannals, Board Clerk.

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

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

3. Public Comment

No one requested to speak to the Board.

4. Consent Calendar

MOTION BY DIRECTOR TANNER, SECOND BY DIRECTOR MALIN, 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 September 26, 2018

b. Receive and File

i) *Monthly/Quarterly Reports*

- 1. List of Demands Check 30577 thru 30672, Electronic Fire Transfers (EFT), and ACH Transfer(s) for the period September 1 – 30, 2018 totaling: \$ 330,943.89
Payroll for the period September 1 – 30, 2018 \$ 227,700.61
ACH Transfer(s) period September 1 – 30, 2018 \$ 880,253.60
TOTAL DISTRIBUTION \$1,438,898.10
- 2. Activity Reports – September 2018
 - a) Operations
 - b) Training
 - c) Fire Prevention
 - d) Correspondence – letters/cards were received from the following members of the public:
 - 1) None

5. Old Business

- a. None

6. Resolution/Ordinance

- a. Resolution No. 2018-15

Chief Michel informed the Board that this resolution ratifies the salary adjustment of 2% for all classifications listed in the RSFPFA-Local 4349.

MOTION BY DIRECTOR HILLGREN, SECOND BY DIRECTOR MALIN, and ADOPTED Resolution No. 2018-15 *entitled* A Resolution of the Rancho Santa Fe Fire Protection District Board of Directors Authorizing a Salary Increase for Classifications Listed in The Memorandum of Understanding Between Rancho Santa Fe Fire Protection District and The Rancho Santa Fe Professional Firefighters Association Local 4349 on the following roll call vote:

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

- b. Resolution No. 2018-16

Chief Michel informed the Board that this resolution ratifies the salary adjustment of 2% for all classifications listed in the RSFPDEA MOU.

MOTION BY DIRECTOR HILLGREN, SECOND BY DIRECTOR MALIN, and ADOPTED Resolution No. 2018-16 *entitled* A Resolution of the Rancho Santa Fe Fire Protection District Board of Directors Authorizing a Salary Increase for Classifications Listed in the Memorandum of Understanding Between Rancho Santa Fe Fire Protection District and The Rancho Santa Fe Fire Protection District Employees Association on the following roll call vote:

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

7. New Business

- a. None

8. Oral Report

- a. Fire Chief – Michel

- i) District Activities

He discussed the following with the board:

- CALAFCO Conference – he summarized the conference that he and Deputy Chief Cox attended October 3-5 at the Tenaya Lodge in Fish Camp. He reported on a breakout on how the fires in Santa Rosa and Sonoma have renewed the awareness for Municipal Service Reviews, reminding that the County of San Diego has attempted to consolidate since 2008. He reminded the board

on the importance of watching the legislative process as it could impact the Fire District in the future. He recommended that the District invite the local LAFCO Executive Director at a future meeting.

- Pancake Breakfast October 7 – the event was well attended with approximately 300 attendees.
- b. Operations – Deputy Chief
Chief Cox summarized the previous month's activity, noting district personnel responded to 283 calls, noting that there weren't any significant events to report. He also reported that the fuel moisture has slightly improved.
- c. Elfin Forest Volunteer Division – Division Chief
Chief Cox reported that the program continues to progress and there is a plan to conduct a new volunteer academy in December/January.
- d. Training – Battalion Chief – no report
- e. Fire Prevention – Fire Marshal
FM Donner reported that staff is busy delivering presentations for Fire Prevention Week. She also summarized the previous months statistics.
- f. Administrative Manager
Ms. Rannals reminded the board members of the upcoming election on November 6th.
- g. Board of Directors
 - i) North County Dispatch JPA – Update: Ashcraft – no report. The next meeting is planned for November 28th 2018.
 - ii) County Service Area – 17 – Update: Hillgren – no report.
 - iii) Comments
 - 1. Hillgren – will participate at the November meeting via teleconference

9. Adjournment

Meeting adjourned at 1:58 pm.

Karlana Rannals
Secretary

James H Ashcraft
President

<i>Check No.</i>	<i>Amount</i>	<i>Vendor</i>	<i>Purpose</i>
30673	\$13.99	4S Ranch Gasoline & Carwash LP	Apparatus: Car Wash
30674	\$750.00	Accme Janitorial Service Inc	Building ADMIN
30675	\$103.44	Allstar Water Systems Inc	Building RSF6
30676	\$435.62	Blend	Outside Printing & Binding
30677	\$1,073.04	Callback Staffing Solutions	Scheduling (Crewsense) Maintenance
30678	\$456.61	CDW Government Inc.	Computer Equipment/Parts
30679	\$2,000.00	Chesner, Jonathan	SAFER VRRC-Tuition Costs
30680	\$2,370.00	Cielo Village Partners LP	Cielo HOA Fees
30681	\$51.14	Complete Office of California Inc	Office Supplies
30682	\$3,236.00	County of SD/RCS	800 MHz Network Admin Fees, CAP Code Paging Servic
30683	\$295.96	EDCO Waste & Recycling Inc	Trash RSF5,6
30684	\$214.24	Flyers Energy, LLC	Fuel: Gasoline & Diesel
30685	\$2.17	Griffin Hardware Co.	Station Maintenance - RSF2
30687	\$5,000.00	Pun Group	Accounting-Audit Services
30688	\$187.37	Rincon Del Diablo Municipal Water Di	Water RSF5
30689	\$2,815.93	SoCo Group Inc	Fuel: Gasoline & Diesel
30690	\$66.00	Terminix International	Building RSF2
30691	\$15.45	U P S	Shipping Service
30692	\$10,609.48	U S Bank Corporate Payment System	Cal-Card./IMPAC program
30693	\$1,851.61	Verizon Wireless	MDT Broadband + ATN Line, CSA-17 Contract, Cellular
30694	\$1,383.00	Vortex Industries, Inc.	Building RSF4
30695	\$2,277.54	Waste Management Inc	RSF Assn - Patrol, RSF Assn - Patrol, NCDJPA Rebill, Trash RSF
30696	\$13.99	4S Ranch Gasoline & Carwash LP	Apparatus: Car Wash
30697	\$132.35	Airgas Inc	Safety: Breathing Air
30698	\$345.52	AT&T Calnet 2/3	Telephone RSF, ADMIN
30700	\$1.80	Complete Office of California Inc	Office Supplies
30701	\$266.66	CoreLogic Information Solutions Inc	Computer - License/Software
30702	\$33.87	EDCO Waste & Recycling Inc	Trash RSF6
30703	\$2,346.25	Engineered Mechanical Services Inc	Building RSF
30704	\$1,635.00	Fitch Law Firm Inc	Legal Services
30705	\$984.54	Geiger	Public Education Material
30706	\$2,094.52	Olivenhain Municipal Water District	Water RSF, Water Training Facility
30707	\$269.46	Pitney Bowes Inc	Equipment Rental

30708	\$230.00	Rancho Santa Fe Rotary	Association Dues
30709	\$600.00	Sanford, Nathan	Education/Training Reimbursement
30710	\$630.73	Santa Fe Irrigation District	Water RSF1, NCDJPA Rebill
30711	\$2,762.50	Scott Davis	Programming - Computer & Software FP/PR
30712	\$4,464.79	SDG&E	Elec/Gas/Propane RSF
30713	\$1,781.81	SoCo Group Inc	Fuel: Gasoline & Diesel
30714	\$66.00	Terminix International	Building RSF6
30715	\$544.99	Time Warner Cable	Telephone ADMIN
30716	\$15.45	U P S	Shipping Service
30717	\$744.00	Vortex Industries, Inc.	Building RSF4
30718	\$829.21	Waste Management Inc	Trash RSF2
30719	\$6,356.35	WinTech Computer Services	Consulting Services, Computer Equipment/Parts
30720	\$108.00	About Service Inc	Repair - ID 1181
30721	\$262.46	Advanced Communication Systems Inc	Radio (Mobile Repair)
30722	\$2,360.80	All Star Fire Equipment, Inc.	Safety Clothing (Protective)
30723	\$1,983.79	AT&T Calnet 2/3	Telephone RSF, ADMIN
30726	\$54.03	Griffin Hardware Co.	Station Maintenance - RSF2
30727	\$4,273.60	Guardian Life Insurance Co	Medical Insurance, Med/Dental - Retiree-Former Employees
30728	\$579.81	Jauregui & Culver Inc	Refuel Facility Repair
30729	\$595.15	Konica Minolta Business Inc	Copier Maintenance Contract
30730	\$32,622.39	L N Curtis & Sons Inc	Hydraulic Rescue Tool
30731	\$411.84	Lincoln National Life Ins Co	Life Insurance/EAP
30732	\$2,280.00	Nazland	Station Maintenance - RSF3
30733	\$132.95	Orion Broadband	Telephone RSF1
30734	\$730.00	Power Plus!	Elec/Gas/Propane RSF5
30735	\$70.00	RSF Mail Delivery Solutions	Mail Delivery Service
30736	\$210.00	SDCFCA	Meetings/Meal Expenses
30737	\$20.00	SDCFCA - Admin Section	Admin - Local Conf/Seminars
30738	\$9,287.06	SDG&E	Elec/Gas/Propane RSF, Admin
30739	\$195.00	Skyriders Window Cleaning Inc	Building ADMIN
30740	\$1,798.38	SoCo Group Inc	Fuel: Gasoline & Diesel
30741	\$110.31	Time Warner Cable	Cable RSF4, Admin
30742	\$494.15	TPx	Telephone ADMIN
30743	\$15.45	U P S	Shipping Service

Rancho Santa Fe Fire Protection District

List of Demands - Oct 2018

30744	\$245.08	Verizon Wireless	Cellular - Telephone
30745	\$220.36	Willis, Erwin L.	Computer Equipment/Parts
30746	\$25,000.00	Rancho Santa Fe Fire Protection Dist	Interfund Transfer
30747	\$242.50	Stamy, Samuel	CSA-17 Contract
30748	\$13.99	4S Ranch Gasoline & Carwash LP	Apparatus: Car Wash
30749	\$220.00	Aair Purification Systems	Building RSF4
30750	\$245.85	AT&T	Telephone RSF5, Cable RSF5
30751	\$172.33	AT&T	Telephone RSF
30752	\$725.00	Bennett, Luke D.	Education/Training Reimbursement
30753	\$153.89	California Health & Safety Inc	SCBA Maint & Repair/ Flow Test/ Hydro Te
30754	\$2,099.62	CDW Government Inc.	Computer Equipment/Parts
30755	\$2,370.00	Cielo Village Partners LP	Cielo HOA Fees
30756	\$350.00	Cooper, Correy	Education/Training Reimbursement
30757	\$263.06	Cox Communications	Telephone RSF2,3, Cable RSF2
30758	\$7,252.00	CSDA	Association Dues
30759	\$1,874.73	Direct Energy Business-Dallas	Elec/Gas/Propane RSF1
30760	\$998.48	Engineered Mechanical Services Inc	Building RSF
30761	\$132.77	Flyers Energy, LLC	Fuel: Gasoline & Diesel
			Radio Batteries-Motorolla, Fuel: Propane, Station Maintenance RSF,
			Tools: Repair or Replacement, Fire Prevention Dept -
			Material/Supplies, Hydrant Maintenance
30762	\$611.53	Home Depot, Inc	Elec/Gas/Propane RSF6
30763	\$168.24	Kamps Propane, Inc.	Copier Maintenance Contract
30764	\$147.99	Konica Minolta Business Inc	Safety Equipment
30765	\$680.78	L N Curtis & Sons Inc	Life Insurance/EAP
30766	\$813.68	Lincoln National Life Ins Co	Safety: Extinguishers (Service & Purchas
30768	\$54.86	Metro Fire & Safety Inc	Sewer RSF4
30769	\$8,468.28	Olivenhain Municipal Water District	Apparatus: Tires & Tubes
30770	\$1,995.08	Parkhouse Tire, Inc.	CSA-17 Contract
30771	\$200.00	Sanford, Nathan	Fuel: Gasoline & Diesel
30773	\$7,330.30	SoCo Group Inc	Building RSF1, Radio (Base) Repair
30774	\$625.00	Sound Image Inc	Building RSF, ADMIN
30775	\$381.00	Terminix International	Shipping Service
30776	\$30.90	U P S	Sewer RSF5,6
30777	\$1,871.02	United Site Services	

Rancho Santa Fe Fire Protection District

List of Demands - Oct 2018

30778	\$989.59	United States Latex Prod. Inc
30779	\$1,856.73	Verizon Wireless
30780	\$40.00	Weeks, Michael
30781	\$4,495.28	Willdan Financial Services Inc
30782	\$266.15	Willis, Erwin L.
30783	\$26,502.59	Winner Chevrolet, Inc.
EFT000000000443	\$475.00	RSFPFA
EFT000000000446	\$297.00	Trottier, Alex
EFT000000000448	\$375.00	Brandow, Nick
EFT000000000449	\$166.00	Duncan, Troy
MISC	\$13,950.80	Various
Subtotal	\$236,326.01	

ACH Transfer	\$152,292.75	CalPERS
ACH Transfer	\$66,241.03	CalPERS
Subtotal	\$218,533.78	

10/15/2018	268,099.45	RSFFPD
10/31/2018	331,794.47	RSFFPD
Subtotal	\$599,893.92	

Total	\$1,054,753.71
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CSA-17 Contract
 Cellular - Telephone, MDT Broadband + ATN Line, CSA-17 Contract
 Education/Training Reimbursement
 Benefit Assessment
 Computer Equipment/Parts
 2019 Chevy Silverado 1500
 Uniforms: Administration, RSF Prof FF Assoc
 Education/Training Reimbursement
 Education/Training Reimbursement
 Training Equipment/Supplies: Miscellaneous
 Medical Reimbursement

Sept 2018 Ret
 Nov 2018 Health

Payroll
 Payroll

Rancho Santa Fe Fire Protection District
Investment Portfolio - Listing

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	Share Value	Qtrly Earnings
FY16												
9/30/2015	9,116,014	0.1207499	11,007.58	2,507,708	0.3200	2,019.12	68,654.93	0.000200	3.47			
12/31/2015	7,972,012	0.1723940	13,743.27	2,509,727	0.3700	2,322.84	68,654.40	0.000200	3.47			
3/31/2016	10,342,559	0.1391914	14,395.95	2,512,050	0.4600	2,899.70	68,661.81	0.000200	3.41			
6/30/2016	11,809,274	0.1433726	16,931.26	2,514,950	0.5500	3,421.54	68,665.23	0.000200	3.42			
	Annual Rate	0.5757079	\$ 56,078.06	Annual Rate	0.4250	\$ 10,663.20	Annual Rate	0.000200	\$ 13.77	Avg Share Value	0.000000	\$ -
FY17												
9/30/2016	9,720,648.93	0.2181028	21,201.01	2,518,371.32	0.6000	3,826.52	68,668.68	0.000200	3.45	4,531,619.73	10.100000	124.73
12/31/2016	10,718,806.24	0.2148859	23,033.20	2,522,197.84	0.6800	4,296.15	68,672.13	0.000200	3.42	4,512,312.82	10.090000	12,123.83
3/31/2017	11,627,772.17	0.2929174	34,059.77	2,526,493.99	0.7800	4,833.54	68,675.52	0.000200	3.39	4,557,077.20	10.090000	13,333.64
6/30/2017	13,078,710.09	0.2982185	40,097.61	2,531,327.53	0.9200	5,829.30	68,678.95	0.000200	3.43	4,566,555.96	10.090000	14,268.88
	Annual Rate	1.0241246	\$ 118,391.59	Annual Rate	0.7450	\$ 18,785.51	Annual Rate	0.000200	\$ 13.69	Avg Share Value	10.092500	\$ 39,851.08
FY18												
9/30/2017	11,283,998.32	0.3140160	35,433.56	2,537,156.83	1.0700	6,866.96	68,682.42	0.000200	3.47	4,556,287.68	10.030000	16,430.89
12/31/2017	9,782,917.36	0.3508629	34,324.63	2,544,023.79	1.2000	7,723.56	68,685.89	0.000200	3.47	4,551,076.71	9.980000	17,526.03
3/31/2018	11,988,098.75	0.3893358	46,673.95	2,551,747.35	1.5100	9,494.04	68,689.28	0.000200	3.39	4,543,365.65	9.920000	19,663.36
6/30/2018	13,338,491.10	0.4591755	61,247.09	2,561,241.39	1.9000	12,153.28	68,692.71	0.000200	3.43	4,555,774.12	9.900000	21,576.09
	Annual Rate	0.3783476	\$ 177,679.23	Annual Rate	1.4200	\$ 36,237.84	Annual Rate	0.000200	\$ 13.76	Avg Share Value	9.9575	\$ 75,196.37
FY19												
9/30/2018	11,203,912.76	0.4877508	54,647.18	2,573,394.67	2.1600	13,982.17	68,696.18	0.000200	3.47	4,570,496.02	9.880000	23,958.64
12/31/2018												
3/31/2019												
6/30/2019												
	Annual Rate	0.4877508	\$ 54,647.18	Annual Rate	2.1600	\$ 13,982.17	Annual Rate	0.000200	\$ 3.47	Avg Share Value	9.8800	\$ 23,958.64

Statement of Cash Assets

Rancho Santa Fe Fire Protection District
FY2019

	30-Jun-18	30-Sep-18
Assets		
Current Cash & Investments	16,616,670	12,125,529
Accounts Receivable	\$ 461,530	\$ 211,134
Current Assets Total	17,078,200	12,336,664
Fixed & Restricted Assets (Excluded)		
Intangible Assets (DIR - Pension Excluded)		
Reserved Funds with Restrictions	5,255,879	5,275,079
Accumulated Depreciation (Excluded)	-	-
Current Cash Assets Total	<u>22,334,079</u>	<u>17,611,742</u>
Liabilities		
Current & Accrued Liabilities		
Current Liabilities	2,355,540	1,551,732
Accrued Liability Payable	1,241,631	1,377,200
Other Liabilities		
Net Pension Liabilities (GASB 68)	\$ 11,185,827	\$ 11,185,827
Total Current Liabilities	<u>14,782,997</u>	<u>14,114,758</u>
Long-Term Debt		
ESTIMATED Cash Available	<u>7,551,082</u>	<u>3,496,984</u>

Additional Information - Reserve Allocation

Reserve - Specified		
Total Reserve - Specified	5,061,191	5,065,669
Reserve - Unspecified		
Total Reserve - Unspecified	17,759,220	20,300,137
Cash Reserves (Deficit) Subtotal	(10,208,139)	(16,803,153)
Cash Reserves (Deficit) - Total	(10,208,139)	(19,929,090)
Net Pension Liability - added back in	11,185,827	11,185,827
Cash Reserves (Deficit)	977,688	(8,743,263)

**RANCHO SANTA FE FIRE PROTECTION DISTRICT
OPERATING EXPENDITURES FOR FISCAL YEAR 2018**

July 1 thru September 30, 2018

FY19Q1

PERSONNEL COSTS	BUDGET EXPENDITURES FY19	ESTIMATED EXPENDITURES FY19	% OF BUDGET
Salaries/Wages - Staff	\$ 7,340,567	\$ 1,927,118	26%
Overtime	\$ 1,481,020	\$ 681,921	46%
Holiday Pay	\$ 245,028	\$ -	0%
Labor (Temporary)	\$ 75,380	\$ 32,920	44%
Retirement	\$ 1,730,930	\$ 625,176	36%
CalPERS UAL - Accelerated Payment	\$ 961,673	\$ -	0%
Health Insurance + HRSA	\$ 1,578,680	\$ 364,858	23%
Life Insurance/Long Term Disability	\$ 39,178	\$ 5,562	14%
Social Security Tax	\$ 5,108	\$ 2,131	42%
Medicare Tax	\$ 132,059	\$ 37,414	28%
Unemployment Insurance	\$ 15,855	\$ 384	2%
Workers' Compensation/Wellness	\$ 216,326	\$ 172,046	80%
PERSONNEL (Subtotal)	\$ 13,821,804	\$ 3,849,532	28%

RANCHO SANTA FE FIRE PROTECTION DISTRICT
OPERATING EXPENDITURES FOR FISCAL YEAR 2018
July 1 thru September 30, 2018

CONTRACTURAL	BUDGET EXPENDITURES FY19	ESTIMATED EXPENDITURES FY19	% OF BUDGET
Administrative Fees	\$ 221,568	\$ 28,651	13%
Advertising	\$ 1,500	\$ 730	49%
Association Dues	\$ 13,452	\$ 2,650	20%
Building/Facility Lease	\$ 29,520	\$ 8,027	27%
Dispatching	\$ 182,226	\$ 64,965	36%
Equipment Rental	\$ 1,500	\$ 269	18%
Equipment Repair	\$ 36,527	\$ 8,493	23%
Insurance	\$ 111,115	\$ 105,157	95%
Laundry Service	\$ 350	\$ -	0%
Legal Services	\$ 44,130	\$ 11,955	27%
Local Meeting/M meal Expense	\$ 8,899	\$ 1,385	16%
Mileage Reimbursement	\$ 700	\$ -	0%
Other Contractual Services	\$ 194,739	\$ 22,943	12%
Other Professional Services	\$ 167,572	\$ 43,617	26%
Permits	\$ 11,520	\$ 3,082	27%
Service Agreements	\$ 66,724	\$ 11,479	17%
Soil Contamination Cleanup	\$ -	\$ -	0%
Subscriptions	\$ 1,500	\$ 355	24%
Training	\$ 226,992	\$ 9,365	4%
Utility-Cable/Internet	\$ 5,903	\$ 1,073	18%
Utility-Electricity	\$ 169,426	\$ 43,968	26%
Utility-Sewer	\$ 36,678	\$ 6,273	17%
Utility-Telephone	\$ 80,074	\$ 14,944	19%
Utility-Trash	\$ 31,562	\$ 7,802	25%
Utility-Water	\$ 33,314	\$ 5,477	16%
Vehicle Maintenance (Scheduled)	\$ 93,200	\$ 1,542	2%
Vehicle Repair	\$ 147,550	\$ 53,958	37%
Contractual Services (Subtotal)	\$ 1,918,240	\$ 458,162	24%

RANCHO SANTA FE FIRE PROTECTION DISTRICT
OPERATING EXPENDITURES FOR FISCAL YEAR 2018
July 1 thru September 30, 2018

MATERIALS & SUPPLY	BUDGET EXPENDITURES FY19	ESTIMATED EXPENDITURES FY19	% OF BUDGET
Apparatus	\$ 39,879	\$ 10,871	27%
Apparatus - Computers	\$ 1,614	\$ -	0%
Audio Visual	\$ 350	\$ -	0%
Books	\$ 3,932	\$ 67	2%
Cellular	\$ 2,000	\$ -	0%
Computer	\$ 80,730	\$ 5,455	7%
Electrical Supplies	\$ 200	\$ -	0%
Fire Hose, Nozzles & Supply	\$ 12,000	\$ -	0%
Firefighting Foam	\$ 2,500	\$ 2,290	0%
Food for Major Emergencies	\$ 2,000	\$ -	0%
Fuel	\$ 64,833	\$ 17,755	27%
Furnishings/Equipment	\$ 16,432	\$ 1,013	6%
Grants	\$ -	\$ -	0%
Hydrant Maintenance	\$ 2,000	\$ 514	26%
Janitorial	\$ 10,201	\$ 4,194	41%
Knox Replacement	\$ 5,000	\$ 4,536	91%
Landscape	\$ 2,000	\$ -	0%
Lumber/Screws/Nails	\$ 200	\$ -	0%
Maps	\$ 750	\$ 380	51%
Medical Supplies	\$ 49,594	\$ 5,057	10%
Miscellaneous	\$ 2,250	\$ 9,621	428%
Office - General	\$ 35,761	\$ 2,734	8%
Paint	\$ 100	\$ -	0%
Program - Supplies (CERT)	\$ 2,500	\$ 431	17%
Public Education	\$ 18,500	\$ 2,681	14%
Radio	\$ 64,645	\$ 681	1%
Rock, Sand, Gravel	\$ 1,000	\$ -	0%
Safety	\$ 90,947	\$ 8,092	9%
Special Events & Awards	\$ 8,000	\$ -	0%
Station Maintenance	\$ 61,143	\$ 8,311	14%
Station Supplies/Replacements	\$ 6,850	\$ 1,313	19%
Street Signs & Markers	\$ 750	\$ 500	67%
Tools	\$ 944	\$ 43	5%
Training (Expendable Supplies)	\$ 7,677	\$ 1,416	18%
Uniforms	\$ 48,200	\$ 4,016	8%
Material & Supplies (Subtotal)	\$ 645,481	\$ 91,970	14%

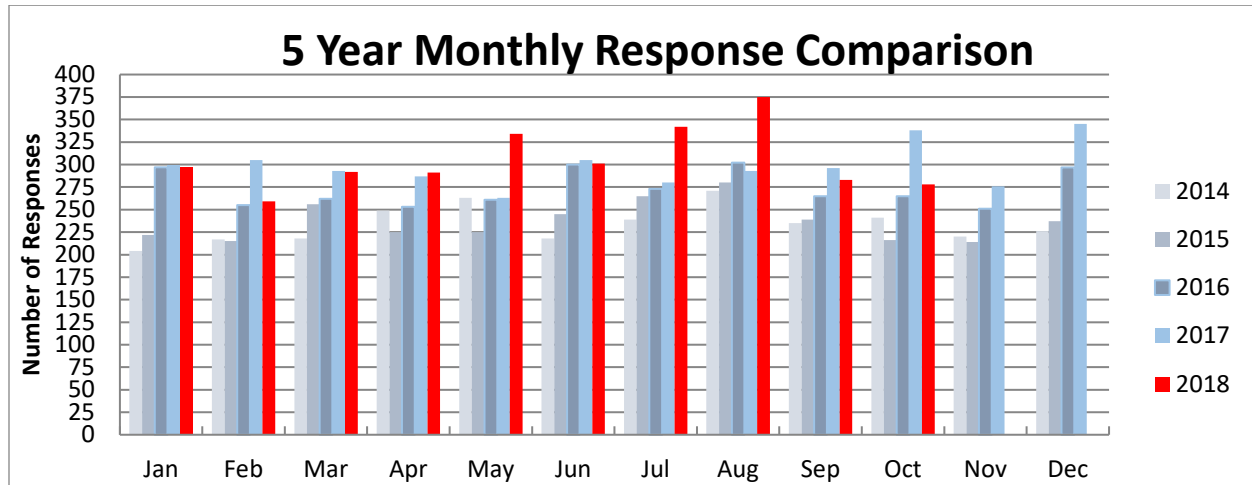
RANCHO SANTA FE FIRE PROTECTION DISTRICT
OPERATING EXPENDITURES FOR FISCAL YEAR 2018
 July 1 thru September 30, 2018

	BUDGET EXPENDITURES FY19	ESTIMATED EXPENDITURES FY19	% OF BUDGET
OPERATING COST SUMMARY			
Personnel	\$ 13,821,804	\$ 3,849,532	28%
Contractual	\$ 1,918,240	\$ 458,162	24%
Material & Supply	\$ 645,481	\$ 91,970	14%
Prior Year Expense	\$ -		
Depreciation	\$ 802,658	\$ 192,550	24%
TOTAL COSTS	\$ 17,188,183	\$ 4,592,213	27%

CAPITAL and PLANNED PROJECTS-Cash Expenses	Additional Cash		% OF BUDGET
RSF5 Station Design/Build	\$ -	\$ 85,386	
Unit 1811 Equipment	\$ -	\$ 7,698	
Total Capital and Planned Projects	\$ -	\$ 93,084	0%

October Incident Count

Stations 1 - 6



2018	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD Responses
Responses	297	259	292	291	334	301	342	375	283	292			3,066
YTD	297	556	848	1,139	1,473	1,774	2,116	2,491	2,774	3,066			3.6%
2017	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD Responses
Responses	299	305	293	287	263	305	280	293	296	338	276	345	3,580
YTD	299	604	897	1,184	1,447	1,752	2,032	2,325	2,621	2,959	3,235		8.2%
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%

Incident Response Summary by Station

Date Range: From 10/01/2018 To 10/31/2018

Station: RSF 1	68
Station: RSF 2	94
Station: RSF 3	48
Station: RSF 4	33
Station: RSF 5	35
Station: RSF 6	14
Total Incident Count:	292

Incident Summary by Incident Type

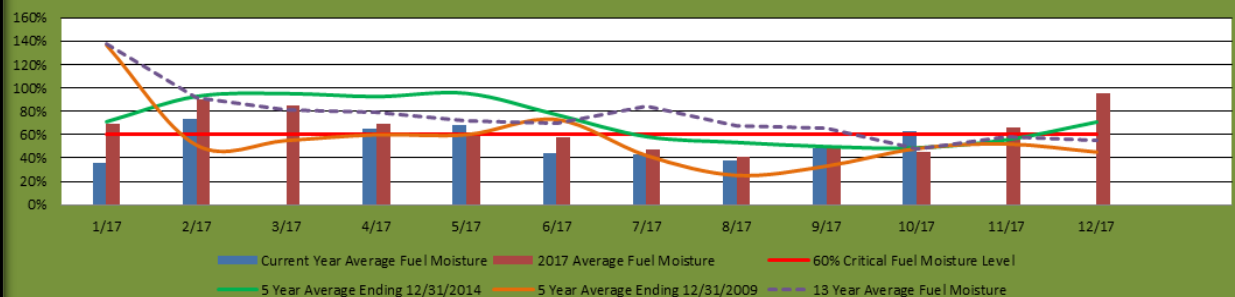
Date Range: From 10/1/2018 To 10/31/2018

Incident Type	Incident Count
Fire	7
EMS/Rescue	135
Hazardous Condition	6
Service Call	35
Good Intent	72
False Call	22
Other	15
Total	292

SIGNIFICANT INCIDENTS/OVERHEAD ASSIGNMENTS

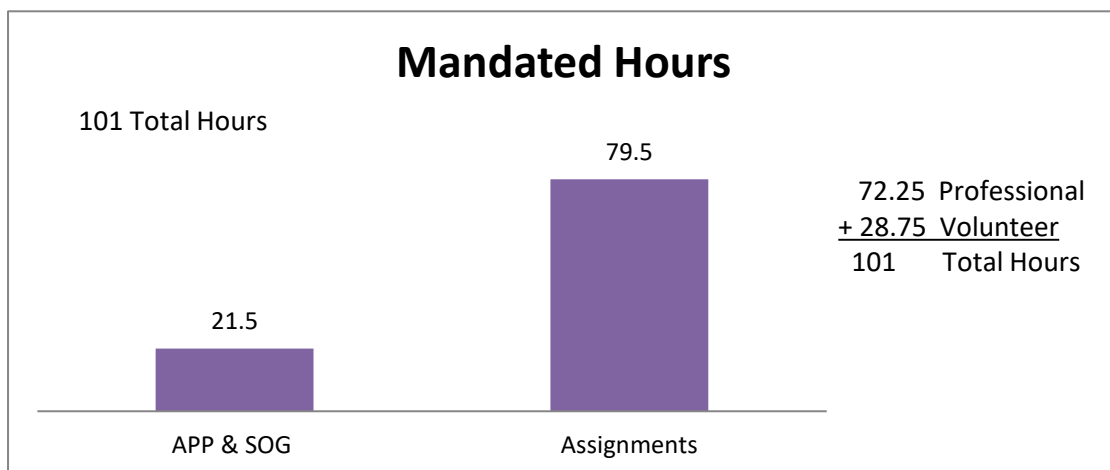
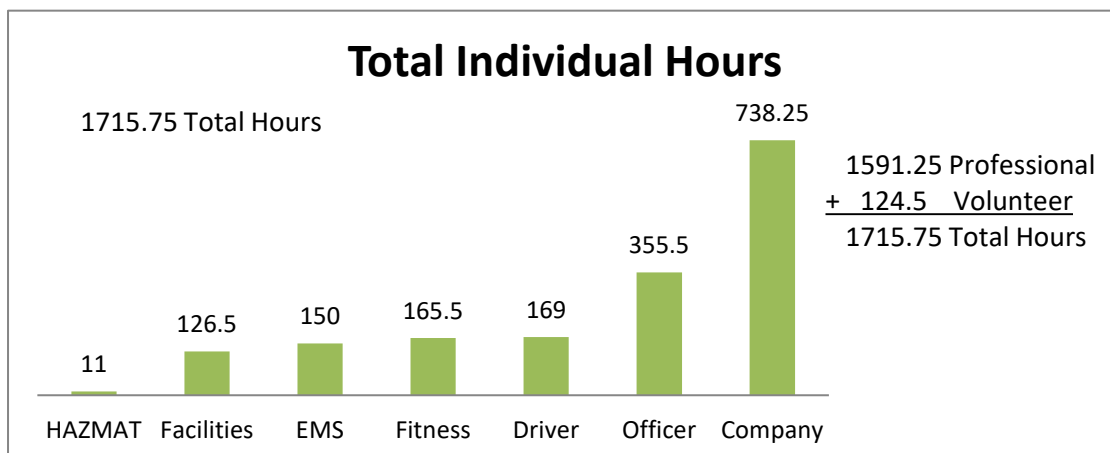
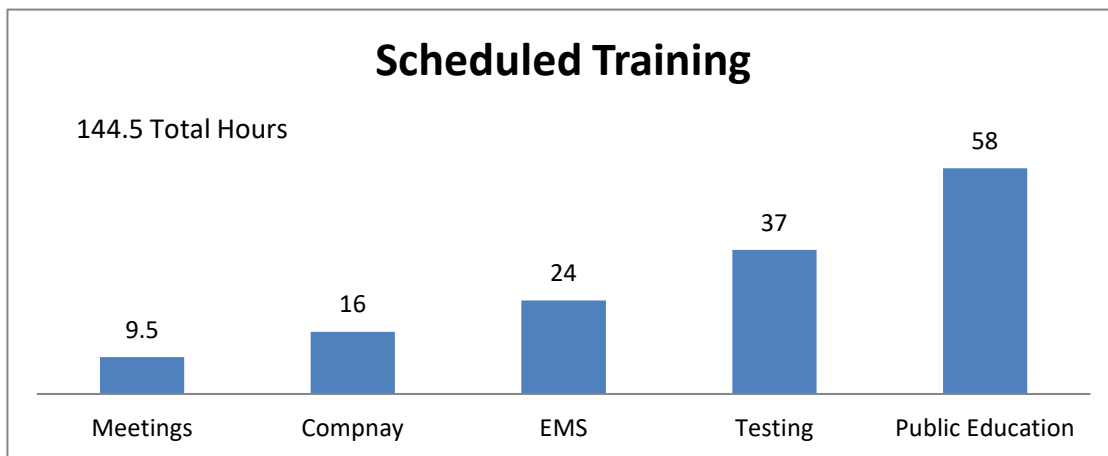
DATE	INCIDENT/ LOCATION	TYPE	UNIT/PERSON	MISC.
10/9/18	Artesian Rd. and Rio Vista Rd.	Vegetation Fire	B261, BR262, BR261 Mutual Aid by SDFD and Cal Fire.	2 Acres, Started by Tractor doing weed abatement

2018 District Live Fuel Moistures



Training Division

October 2018



See next page for description.

Training Division - Descriptions

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
Company	Documentation of all Company Training that is not Driver, Officer, Haz-Mat, or Facility Training.	Aerial Ladder, Hose, Ladders, Physical Fitness, SCBA, Technical Rescue, Ventilation, etc.
Driver	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.
Facility	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
HazMat	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.
Officer	Per ISO standards employees considered a "Officer" will be required to complete 12 hours of Officer Training annually. You can use this same form to record Officer Training hours for Non Officers and it will be counted towards Company Training.	Dispatch, General Education, Meetings, Orientation, Exam, Management Principles, Personnel, Promotional, Public Relations, Etc.
EMS	EMS is not tracked or required by Insurance service Organization for Rating. EMS Continuing Education is tracked for recertification of Paramedics (48/2yrs) and EMT (24/2yrs). Through Emergency Service Medical Administration (EMSA).	Continuing Education and SIMS

Mandated Hours

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

Rancho Santa Fe Fire Protection District
Fire Prevention Bureau Monthly Activity Summary
October 2018

PLAN REVIEW

RESIDENTIAL PLAN REVIEWS	Number of Structures	Sq Footage
Fire Marshal	41	171,146
Fire Inspector	0	0
Fire Inspector/Forester	2	1,165
TOTAL	43	172,311
RESIDENTIAL ADDITIONS	Original Sq Footage	Added Sq Footage
Fire Marshal	37,882	4,057
Fire Inspector	0	0
Fire Inspector/Forester	10,627	5,003
TOTAL	48,509	9,060
COMMERCIAL PLAN REVIEWS	Number of Structures	Sq Footage
Fire Marshal	0	0
Fire Inspector	0	0
Fire Inspector/Forester	0	0
TOTAL	0	0
TOTAL NEW CONSTRUCTION		Sq Footage
Based on permitted Sq footage	Total Added	181,371
FIRE SPRINKLER REVIEWS	Commercial	Residential
Fire Marshal	0	13
Fire Inspector	0	0
Fire Inspector/Forester	0	0
TOTAL	0	13
TENANT IMPROVEMENTS	Number of Structures	Sq Footage
Fire Marshal	19	142,656
Fire Inspector	0	0
Fire Inspector/Forester	0	0
TOTAL	19	142,656
LANDSCAPE REVIEWS	Number of Reviews	Staff Hours
Fire Marshal	1	1.50
Fire Inspector	0	0.00
Fire Inspector/Forester	11	4.00
TOTAL	12	5.50

Rancho Santa Fe Fire Protection District
Fire Prevention Bureau Monthly Activity Summary
October 2018

SERVICES PROVIDED- FIRE PREVENTION

DPLU -All Staff	Number	Staff Hours
Project Availability Forms	0	0.00
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
TOTAL	0	0.00
INSPECTION SERVICES- All Staff	Number of Inspections	Staff Hours
Undergrounds	1	1.50
Hydros (Fire Sprinklers)	19	9.00
Finals (Structures)	32	27.00
Landscape	7	5.50
Reinspections	0	0.00
Tents/Canopy	5	3.00
Burn Permits	0	0.00
Department of Social Service Licensing	0	0.00
Knox/Strobe	6	3.00
Code Enforcement	0	0.00
Engine Company Follow Up	0	0.00
Misc.	0	0.00
TOTAL	70	49.00
HAZARD INSPECTIONS - All Staff	Number of Inspections	Staff Hours
Weed Abatement Inspection	4	1.50
Weed Abatement Reinspection	60	6.00
1st Notice	2	0.50
2nd Notice	5	0.75
Final Notice	10	2.25
Forced Abatement	0	0.00
Postings	2	1.00
Annual Mailers	1	1.50
Homeowner Meeting	7	7.00
WUI	0	0.00
TOTAL	91	20.50
GRADING -All Staff	Number of Reviews	Staff Hours
Plan Review	8	14.00
TOTAL	8	14.00

Rancho Santa Fe Fire Protection District
Fire Prevention Bureau Monthly Activity Summary
October 2018

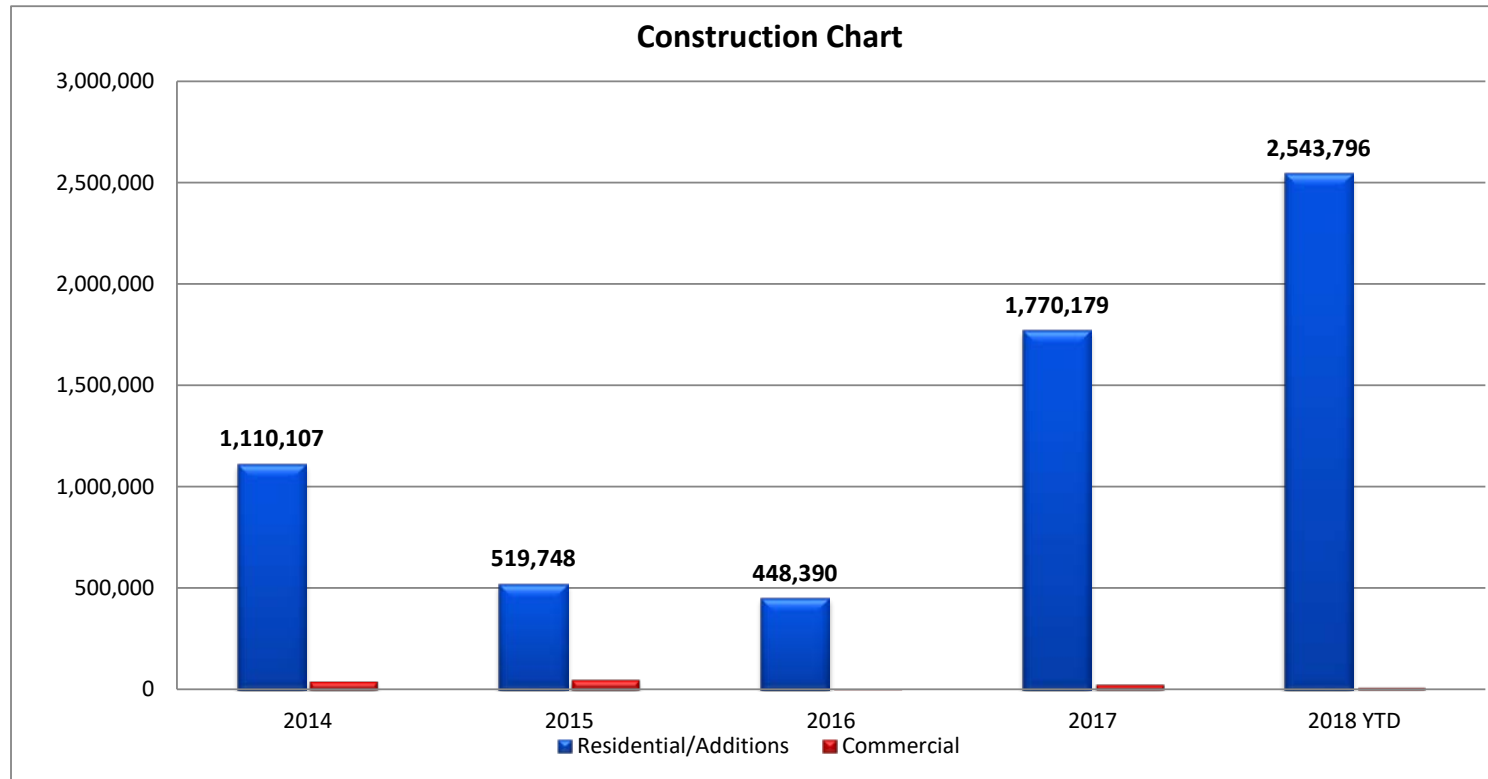
ADMINISTRATIVE SERVICES- FIRE PREVENTION

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	2	6.50
Training Classes	2	6.00
Conferences	3	24.00
Meetings	39	53.5
Other	0	0.00
Supervision	0	0.00
Fuels Reduction	0	0.00
TOTAL	46	90.00
FIRE PREVENTION -All Staff	Number	Staff Hours
Incoming Phone Calls	261	59.50
Correspondence	210	52.50
Consultations	39	39.00
Plan Review	74	68.00
Scanning	200	50.00
General Office	100	100.00
TOTAL	884	369.00

ADMINISTRATIVE SERVICES- OFFICE SUPPORT

OFFICE COORDINATOR-PREVENTION	Number	Staff Hours
Phone Calls (All Administrative Staff) Internal & External	619	30.95
Correspondence	463	115.75
Walk in/Counter (All Administrative Staff)	314	26.17
Knox Application Request	9	2.25
Burn Permits	1	1.00
UPS Outgoing Shipments	3	0.25
Plan Accepted/Routed	74	68.00
Special Projects	5	5.00
Scanning Documents/Electronic Files	500	125.00
Meetings: Admin/Prevention/Admin Shift	10	5.00
Post Office Runs	0	0.00
Deposit runs and preparations	25	12.50
TOTAL	2,023	391.87

Rancho Santa Fe Fire Protection District
Fire Prevention Bureau Monthly Activity Summary
October 2018

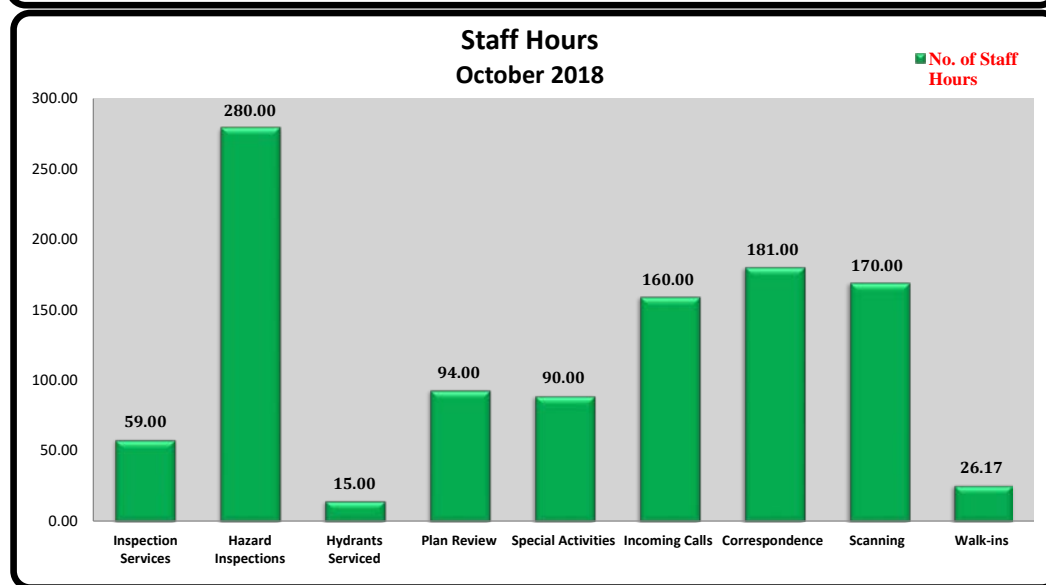
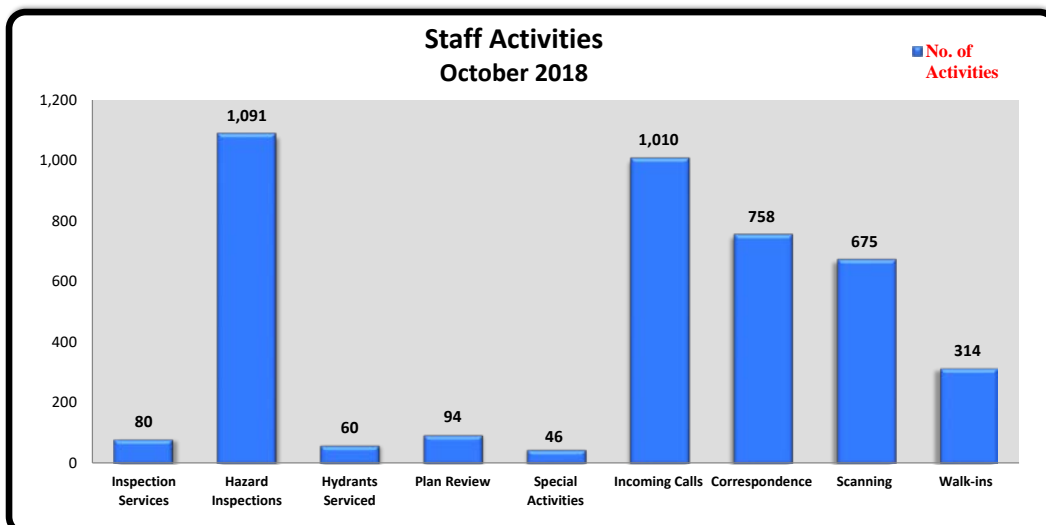


Year	Res/Add	Comm	Total
2014	1,110,107	36,156	1,146,263
2015	519,748	43,042	562,790
2016	448,390	2,047	450,437
2017	1,770,179	23,757	1,793,936
2017 YTD	1,206,806	23,757	1,230,563
2018 YTD	2,543,796	10,227	2,554,023

Comparison 2017/2018 Total Square Footage

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2017	48,435	40,807	23,518	61,889	78,701	220,963	585,112	58,173	43,534	69,405	313,889	249,484
2018	186,961	62,170	46,643	37,448	69,972	1,361,554	344,679	50,736	212,489	181,371		

Rancho Santa Fe Fire Protection District
Fire Prevention Bureau Monthly Activity Summary
October 2018



Comparison 2016/2017 Total Monthly Hours/Activities

2017	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Activities	2187	2019	2614	2384	3137	3617	3300	3938	3537	3897	3462	3169
Hours	482.62	494.10	578.82	567.50	676.43	745.76	713.5	844.47	850.08	795.81	781.95	696.27

2018	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Activities	2714	2970	2985	3331	4091	4349	4222	5906	4210	4128		
Hours	600.70	723.62	736.32	858.15	955.05	997.91	980.59	1352.6	1087.07	1075.2		

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

Rancho Santa Fe Fire Protection District
Public Education Coordinator Monthly Activity Summary
October 2018

WEBSITE/INTERNET		Staff Hours
Update existing info & documents: <i>Updated home page, news, photos, etc</i>		4.0
		4.0
Compile & write new information:		2.0
		2.0
Social Media <i>Facebook "Followers" - 1,300</i> <i>Instagram "Followers" - 1,139</i> <i>Twitter "Followers" - 3,494</i>		10.0
		4.0
		2.0
		4.0
TOTAL		16.0
PUBLICATIONS		Staff Hours
Design/write brochures, flyers, etc: <i>Handouts for upcoming events</i>		1.0
		1.0
Prevention Videos		
TOTAL		1.0

Rancho Santa Fe Fire Protection District
Public Education Coordinator Monthly Activity Summary
October 2018

MEDIA RELATIONS		Staff Hours
On-scene Public Information Officer:		0.0
Press Releases:		4.0
<i>Mowers</i>		2.0
<i>RSF Fire Foundation</i>		2.0
Other Articles/Stories/Interviews:		0.0
TOTAL		4.0

EDUCATIONAL PROGRAMS/PRESENTATIONS		Staff Hours
Children's Programs		52.0
<i>Fire Prevention Month</i>		50.0
<i>Station Tours</i>		2.0
Adult Programs:		0.0
TOTAL		52.0

Rancho Santa Fe Fire Protection District
Public Education Coordinator Monthly Activity Summary
October 2018

EVENTS		Staff Hours
External/Community Events:		8.0
<i>Pancake Breakfast</i>		5.0
<i>Pumpkin and cake judging at R Roger Rowe</i>		2.0
<i>Halloween Parade at R Roger Rowe</i>		1.0
Internal Events:		0.0
TOTAL		8.0
CONTINUING EDUCATION		Staff Hours
Training Classes:		0.0
Conferences:		0.0
Meetings:		6.0
<i>Staff meetings</i>		4.0
<i>Shift Meetings</i>		1.0
<i>CSA17 Meeting</i>		1.0
<i>San Diego County PIOs</i>		0.0
<i>So Cal Pub Ed</i>		0.0
TOTAL		6.0
CLERICAL		Staff Hours
Prevention-related:		48.0
<i>Mailbox, email inbox, phone calls, news clips, etc.</i>		46.0
<i>Phone Calls</i>		2.0
Non-prevention/non-minute related:		30.0
TOTAL		78.0
TOTAL HOURS		165.0

STAFF REPORT

18-25

TO: BOARD OF DIRECTORS, TONY MICHEL, FIRE CHIEF
FROM: DEPUTY CHIEF COX
SUBJECT: RFP – STATION 6 SEPTIC SYSTEM REPLACEMENT
DATE: NOVEMBER 8, 2018



RECOMMENDATION:

Staff recommends awarding RFP #003-2018 to Septic Solutions for a cost of \$128,000, along with reengineering fees of \$1,800, miscellaneous fees of \$4,000, and authorize the Fire Chief to execute necessary contract(s).

BACKGROUND:

In August of 2018, the District advertised RFP #002-2018 Septic System Replacement for Fire Station 6. One bid was received which made price comparisons impossible. The bid was rejected and the RFP was re-advertised. On October 25, the rebid closed and two proposals were received.

- Bid # 1 was in the amount of \$198,198
- Bid # 2 was in the amount of \$100,000

After review of the sewage treatment capacity with the bidder # 2 (Septic Solutions), it was recommended to upgrade from the AX20 Advanced Treatment Unit (ATU) to the AX25RT ATU to provide for future site expansion. After consultation with the septic design engineer, he was in agreement. This will provide excess sewage treatment capacity for any future site development. The additional cost is \$28,000 for the system and \$1,800 for engineering. The septic engineer, the septic contractor, and district staff feel the additional cost is well worth investment. These additional costs are still approximately \$70,000 below the next bidder.

The Rancho Santa Fe Fire District Fire Foundation has approved \$80,000 in funding. Approval to fund an additional \$20,000, for a total of \$100,000 will be presented at the Nov 12, 2018 fire foundation board meeting – no issues are anticipated.

The District will pay the remaining costs totaling \$33,800 of which 75 percent will come from fire mitigation fees. These costs cover increased system capacity, re-engineering fees, and a two (2) year service contract which is required by the County of San Diego. Permits fees are unknown at this time, but are expected to be below \$1,000.

TERMS AND CONDITIONS
CONTRACT FOR SEPTIC TANK REPLACEMENT SERVICE BETWEEN
RANCHO SANTA FE FIRE DISTRICT [DISTRICT]
AND
SEPTIC SOLUTIONS [CONTRACTOR]

THIS CONTRACT FOR SEPTIC TANK REPLACEMENT (“Contract”) is entered into as of the day of November 14, 2018, by and between Rancho Santa Fe District, an independent special district of the State of California hereinafter called “District,” and Septic Solutions hereinafter referred to as “Contractor”. District and Contractor are sometimes individually referred to herein as a “Party” and collectively as the “Parties.”

RECITALS

A. District is a public agency of the State of California with the power to contract for services necessary to achieve its purpose. District owns certain property (“Property”) described as; Fire Station 6 20223 Elfin Forest Road, Elfin Forest, CA 92029.

B. Contractor desires to perform and assume responsibility for the provision of certain Septic System Replacement Services for the Property on the terms and conditions set forth in this Contract pursuant to this Contract and executed by the District and Contractor.

C. Contractor represents that it is a professional Contractor, experienced in providing Septic Tank Replacement Services to public clients, and is familiar with the plans of the District.

D. The work includes the abandonment of existing septic system and replacement with a new septic treatment system, disposal field, including all materials, supplies, labor and permit processing as identified RFP 003-2018. Work will be consider complete after District inspection and final signoff of permit from the county of San Diego.

NOW, THEREFORE, the Parties agree as follows:

TERMS

1. GENERAL SCOPE OF SERVICES. Contractor promises and agrees to furnish to District all labor materials, tools, equipment, services, and incidental and customary work, as necessary, to fully and adequately provide the Septic System Replacement services for the Property as set forth in Exhibit “A” Scope of Services. All Services shall be subject to, and performed in accordance with this Contract, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

1.01 AMENDMENTS TO EXHIBIT A - SCOPE OF SERVICES. Contractor and District hereby agree to the following amendments to Exhibit “A” Scope of Services.

- a. Advantex AX20 Advanced Treatment Unit (ATU) shall be upgraded to an Advantex AX25 ATU. The change in specified equipment will be an additional cost of **twenty-eight thousand dollars (\$28,000)**.
- b. As a condition of obtaining a construction permit with County of San Diego, the District agrees to enter into a remote monitoring and annual maintenance contract with Septic Solutions payable upon the execution of the this contract. The monitoring and maintenance contract shall be for a period of two (2) years at cost of **three thousand dollars (\$3,000)**. The performance start date of the remote monitoring and annual maintenance contract shall commence upon the first day the new system is fully operational.
- c. No other additional costs shall be reflective in this contract other than those identified in 1.01(a) and 1.01(b), plus the original system installation cost identified in 12.01.
- d. An all-inclusive warranty for parts, materials, supplies, and labor will be provided by the contractor for a period of one (1) year.
- e. Permits will be pulled upon execution of this contract unless agreed to in writing by the District representative. Actual permit costs charged by the County of San Diego will be paid for by the District.
- f. The estimated project completion is ten (10) weeks from the execution date of this contract, but shall not exceed the terms as identified it section 2.

2. TERM. The term of this Contract shall be four (4) months commencing on the date first set forth above, unless the project is completed, or earlier terminated as provided herein. The District shall have the right, in its sole discretion, to extend the term for additional four (4) month period. Contractor shall complete the Services within the term of this Contract and shall meet any other established schedules and deadlines set forth. All applicable indemnification provisions of this Contract shall remain in effect following the termination of this Contract.

3. SCHEDULE OF SERVICES. Contractor shall perform the Septic System Replacement Expeditiously, within the term of this Contract, and in accordance with the schedule set forth in Exhibit "A" of the RFP hereto and incorporated herein by reference.

4. INDEPENDENT CONTRACTOR; CONTROL AND PAYMENT OF SUBORDINATES. The Services shall be performed by Contractor under its supervision. Contractor will determine the means, method and details of performing the Services subject to the requirements of this Contract. District retains Contractor on an independent contractor basis and Contractor is not an employee, agent or representative of District. Contractor retains the right to perform similar or different services for others during the term of this Contract. Any additional personnel performing the Services under this Contract on behalf of Contractor shall not be employees of District and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Contract and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

5. DISTRICT'S REPRESENTATIVE. District hereby designates Fred Cox, or his or her designee, to act as its representative for the performance of this Contract ("District's Representative"). District's Representative shall have the power to act on behalf of District for all purposes under this Contract. District's Representative shall also review and give approval, as needed, to the details of Contractor's work as it progresses. Contractor shall not accept direction from any person other than District's Representative or his or her designee.

6. CONTRACTOR'S REPRESENTATIVE. Contractor hereby designates Wayne Officer, or his or her designee, to act as its representative for the performance of this Contract ("Contractor's Representative").

Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Contract. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Contract and as described in scope of services.

7. COORDINATION OF SERVICES. Contractor agrees to work closely with District staff in the performance of Services and shall be available to District's staff, consultants and other staff at all reasonable times.

8. STANDARD OF CARE; LICENSES. Contractor shall perform the Services under this Contract in a skillful and competent manner, consistent with the standard generally recognized as being employed by professionals in the same discipline in the State of California. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the term of this Contract. Contractor shall perform, at its own cost and expense and without reimbursement from District, any Services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein, and shall be fully responsible to the District for all damages and other liabilities provided for in the indemnification provisions of this Contract arising from the Contractor's errors and omissions. Any employee of Contractor or its subcontractors who is determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

9. LAWS AND REGULATIONS. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to District, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold District, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

10. INSURANCE.

10.1 Time for Compliance. Contractor shall not commence work under this Contract until it has provided evidence satisfactory to the District that it has secured all insurance required under this Section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this Section, except as otherwise agreed by District in writing. Failure to provide and maintain all required insurance shall be grounds for the District to terminate this Contract for cause.

10.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Contract by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Contract. Such insurance shall meet at least the following minimum levels of coverage:

10.2.1. Insurance Limits: Contractor shall maintain minimum limits of insurance of no less than:

(1) *General Liability:* \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Contract/location or the general aggregate limit shall be twice the required occurrence limit. Defense costs shall be paid in addition to the limit;

(2) *Automobile Liability:* \$1,000,000 per accident for bodily injury and property damage; and;

(3) *If Contractor has any employees, Workers Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Practices Liability limits of \$1,000,000 per accident.

10.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms approved by the District to add the following provisions to the insurance policies:

10.3.1 General Liability. The general liability policy shall be endorsed to state that: (1) the District, its governing board, directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the Services or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the District, its governing board, directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its governing board, directors, officials, officers, employees and agents shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

10.3.2 Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the District, its governing board, directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the District, its governing board, directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its governing board, directors, officials, officers, employees and agents shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

10.3.3 Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the District, its governing board, directors, officials, officers, employees and agents for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

10.3.4 All Coverages. Each insurance policy required by this Contract shall be endorsed to state that: (A) coverage shall not be suspended, voided or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; and, (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its governing board, directors, officials, officers, employees and agents.

10.3.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its governing board, directors, officials, officers, employees, agents and volunteers.

10.4 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the District. If the District does not approve the deductibles or self-insured retentions as presented, Contractor shall guarantee that, at the option of the District, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its governing board, directors, officials, officers, employees and agents; or, (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

10.5 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A-VIII, licensed to do business in California, and satisfactory to the District.

10.6 Verification of Coverage. Contractor shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Contract on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

10.7 Subcontractors. All subcontractors shall meet the requirements of this Section before commencing Work, except as otherwise approved by the District in writing. In addition, Contractor shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein, except as otherwise approved by the District in writing.

10.8 Reporting of Claims. Contractor shall report to the District, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Work under this Contract.

11. SAFETY. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, including State of California, Department of Industrial Relations (Cal/ OSHA) regulations, Cal/EPA and U.S./EPA, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

12. FEES AND PAYMENT.

12.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Contract at the rates set forth in Exhibit "D" attached hereto and incorporated herein by reference. The total compensation to be provided under this Contract shall not exceed **\$100,000** unless authorized in writing.

12.02 Additional Change Cost Incurred. Additional costs incurred identified in section 1.01(a) and 1.01(b) in the amount of **\$31,000** will be added to contract cost identified in section 12.1. Under no exceptions will total compensation for this contract exceed **\$131,000** without the written approval of the District's Representative.

12.2 Partial and Final Payments: For partial payments, Contractor is required to execute a waiver and release for materials at site, and/or a waiver and release payment to subcontractors, if so used, in order to

induce payment of a progress payment. For final payment, contractor must submit a unconditional waiver and release and the claimant asserts in the waiver he or she has in fact been paid the final payment. Additional stipulations for final payment shall include final approval and permit sign off by the County of San Diego; and final work completion approval by the Districts representative.

12.2 Payment of Compensation. Contractor shall submit to District a statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. District shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon.

12.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by District.

13. ACCOUNTING RECORDS. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred and fees charged under this Contract. All such records shall be clearly identifiable. Contractor shall allow a representative of District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Contract. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Contract for a period of four (4) years from the date of final payment under this Contract.

14. TERMINATION OF AGREEMENT.

14.1 Grounds for Termination. District may, by written notice to Contractor, terminate the whole or any part of this Contract at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof. Contractor may not terminate this Contract except for cause.

14.2 Effect of Termination. Upon termination, Contractor shall be compensated only for those services which have been fully and adequately rendered to District through the effective date of the termination, and Contractor shall be entitled to no further compensation.

14.3 Additional Services. In the event this Contract is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

15. INDEMNIFICATION.

15.1 To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the District, its Board, members of the Board, employees, and authorized volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, Contractors or agents in connection with the performance of the Contractor's services, the Project or this Contract, including without limitation the payment of all consequential damages, expert witness fees and attorney's fees and other related costs and expenses. If this Contract is subject to Civil Code section 2782, the only limit to Contractor's indemnification obligation shall be that required by Civil Code section 2782 exempting Contractor from indemnifying District against District's sole or active negligence or willful misconduct.

15.2 In addition, Contractor shall defend, with counsel of District's choosing and at Contractor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by this Section that may be brought or instituted against District or its Board, members of the Board, employees,

and authorized volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against District or its Board, members of the Board, employees, and authorized volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse District for the cost of any settlement paid by District or its Board, members of the Board, employees, or authorized volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for District's attorney's fees and costs, including expert witness fees. Contractor shall reimburse District and its Board, members of the Board, employees, and/or authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its Board, members of the Board, employees, or authorized volunteers.

16. PREVAILING WAGES. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. District shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Contract. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. Contractor shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The Contractor and each subcontractor shall forfeit as a penalty to the District not more than two hundred dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate for any work done by him, or by any subcontract under him, in violation of the provisions of the Labor Code. The difference between such stipulated prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

17. PAYROLL RECORDS. In accordance with the requirements of California Labor Code Section 1776, Contractor shall keep accurate payroll records which are either on forms provided by the Division of Labor Standards Enforcement or which contain the same information required by such forms. Responsibility for compliance with California Labor Code Section 1776 shall rest solely with Contractor, and Contractor shall make all such records available for inspection at all reasonable hours. In the event of noncompliance with the requirements of this Section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this Section. Should noncompliance still be evident after such 10-day period, Contractor shall, as a penalty to District, forfeit not more than one hundred dollars (\$100.00) for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this Section is on Contractor.

18. EMPLOYMENT OF APPRENTICES. This Contract shall not prevent the employment of properly indentured apprentices in accordance with the California Labor Code, and no employer or labor union shall refuse to accept otherwise qualified employees as indentured apprentices on this project.

18.1 If California Labor Code Section 1777.5 applies to the Services, Contractor and any subcontractor hereunder who employs workers in any apprenticeable craft or trade shall apply to the joint apprenticeship

council administering applicable standards for a certificate approving Contractor or any subcontractor for the employment and training of apprentices. Upon issuance of this certificate, Contractor and any subcontractor shall employ the number of apprentices provided for therein, as well as contribute to the fund to administer the apprenticeship program in each craft or trade in the area of the work hereunder.

18.2 The parties expressly understand that the responsibility for compliance with provisions of this Section and with Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code in regard to all apprenticeable occupations lies with Contractor.

19. HOURS OF WORK. Pursuant to the provisions of the California Labor Code, eight hours of labor shall constitute a legal day's work, and the time of service of any worker employed on the work shall be limited and restricted to eight hours during any one calendar day, and forty hours in any one calendar week, except when payment for overtime is made at not less than one and one-half the basic rate for all hours worked in excess of eight hours per day ("Eight-Hour Law"), unless Contractor or the Services are not subject to the Eight-Hour Law. Pursuant to Section 1813 of the California Labor Code, Contractor shall forfeit a penalty of \$25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

20. GENERAL.

20.1 Waivers. The waiver by either Party of any breach or violation of any term, covenant, or condition of this Contract or of any provisions of any ordinance or law shall not be deemed to be a waiver of such term, covenant, condition, ordinance or law or of any subsequent breach or violation of same or of any other term, covenant, condition, ordinance or law or of any subsequent breach or violation of the same or of any other term, condition, ordinance, or law. The subsequent acceptance by either Party of any fee or other money which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by the other Party of any term, covenant, or condition of this Contract of any applicable law or ordinance.

20.2 Integration and Counterparts.

20.2.1 This document represents the entire and integrated agreement between District and Contractor and supersedes all prior negotiations, representations, and agreements, either written or oral.

20.2.2 This Contract may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the Parties shall preserve undestroyed, shall together constitute one and the same instrument.

20.2.3 This document may be amended only by written instrument signed by both District and Contractor.

20.2.4 Contractor understands that this is not an exclusive Contract and that District shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by Contractor as the District desires.

20.3 Laws, Venue, and Attorneys' Fees. This Contract shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Contract, the action shall be brought in a state or federal court situated in the County of San Diego, State of California. In the event of any such litigation between the Parties, the prevailing Party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, as determined by the court.

20.4 Binding On Successors. All representations, covenants and warranties set forth in this Contract, by or on behalf of, or for the benefit of any or all of the Parties hereto, shall be binding upon and inure to the benefit of such Party, its successors and assigns.

20.5 Delivery of Notices. All notices required hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be provided by the mailing thereof as follows:

DISTRICT:

Rancho Santa Fe Fire District
P.O. Box 410
Rancho Santa Fe, CA 92026
Attn: Fred Cox

CONTRACTOR:

Septic Solutions
29816 Old Sycamore Lane
Murrieta, CA 92563

Any notice so given shall be considered served on the other Party three (3) days after deposit in the U.S. mail, first class postage prepaid, return receipt requested, and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred regardless of the method of service.

20.6 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Contract.

20.7 Time of Essence. Time is of the essence for each and every provision of this Contract.

20.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Contract, the language of this Contract shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Contract. All references to District include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Contract. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Contract.

20.9 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, District shall have the right to rescind this Contract without liability. For the term of this Contract, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom.

20.10 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include,

but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

20.11 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

20.12 Authority to Enter Agreement. Each of the parties to this Agreement hereby represents and warrants to the other that it is duly authorized and empowered to execute, deliver and perform this Agreement and that such action does not conflict with or violate any provision of law, regulation, policy, contract, deed of trust or other instrument to which it is a party or by which it is bound and that this Agreement constitutes a valid and binding obligation of it enforceable in accordance with its terms.

IN WITNESS WHEREOF,
District and Contractor have executed
this Contract on the day and year first above written.

RANCHO SANTA FE FIRE DISTRICT:

AUTHORIZED SIGNATURE:

Date

CONTRACTOR:

AUTHORIZED SIGNATURE:

RESOLUTION No. 2018-17

A RESOLUTION OF THE RANCHO SANTA FE FIRE PROTECTION DISTRICT BOARD OF DIRECTORS AUTHORIZING SIGNERS ON DISTRICT BANK ACCOUNTS

WHEREAS, the Rancho Santa Fe Fire Protection District (hereafter "RSFFPD") has authorized the payment of accounts payable, payroll, and acceptance of credit cards and grant funding in accordance with District policy; and

WHEREAS, it was necessary to establish a local interest bearing checking accounts as a depository in accordance with State of California Government Code section 53667, and as a clearing account for the processing of accounts payable, payroll, and the receipt of monies for payment of services and grants; and

WHEREAS, Rancho Santa Fe Fire Protection District, in accordance with board policy requires two signatures for all checks remitted.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Rancho Santa Fe Fire Protection District the following:

- 1) The RSFFPD shall, as required, transfer funds from the County of San Diego Treasurer to the Agency's banking accounts as provided herein.
- 2) The RSFFPD shall, as required, transfer funds to the established checking accounts for the following:
 - a) Payroll – California Bank & Trust, Encinitas, California, branch as a depository
 - b) Accounts Payable – Pacific Western Bank, Rancho Santa Fe, California, branch as a depository
 - c) Credit Card – Bank of America, Rancho Santa Fe, California branch as a depository
 - d) Savings – Bank of America, Rancho Santa Fe, California branch as a depository
- 3) Any two of the personnel listed on *Exhibit A* must sign all checks and/or requests for transfers on behalf of Rancho Santa Fe Fire Protection District.
- 4) The RSFFPD will perform monthly bank account reconciliations in accordance with sound accounting principles and practices.
- 5) The signatories listed in this resolution, shall become effect December 3, 2018

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Rancho Santa Fe Fire Protection District on November 14, 2018 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

James H. Ashcraft
President

ATTEST:

Karlana Rannals
Secretary

EXHIBIT "A"

Fred Cox
Fire Chief

Signature

Karlana Rannals
Administrative Manager

Signature

David McQuead
Deputy Chief

Signature

Kim DeAvila
Administrative/Human Resource Manager

Signature

Marlene Donner
Fire Marshal

Signature

RESOLUTION No. 2018-18

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

BE IT RESOLVED that the Board of Directors of the Rancho Santa Fe Fire Protection District does hereby authorize the following salary ranges and benefits for management personnel effective October 1, 2018.

1. SALARIES (FLSA Exempt)

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

Position	Range/Annual Salary	
Fire Chief	\$178,056	\$223,197
Deputy Chief	\$148,094	\$188,820
Battalion Chief	\$121,147	\$154,463
Fire Marshal	\$113,688	\$144,957
Administrative Manager	\$102,220	\$130,332
Admin-Human Resource Manager	\$ 97,600	\$122,000
<u>Finance Manager</u>	<u>\$ 97,600</u>	<u>\$122,000</u>

2. RETIREMENT

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

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

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

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

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

- a. 1959 Survivor Benefit – Fourth Level

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

- 2.4 All employees enrolled in the PERS 3% @ 55 plan, the employee 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.
- 2.5 Employee contributions for employees entering membership on or after January 1, 2013 and subject to the California Public Employees' Pension Reform Act of 2013 (PEPRA) will be determined by CalPERS.
- 2.6 The District agrees to report member contributions as taxed deferred for all employees enrolled in the CalPERS plans.
- 2.7 Retirement (Non-safety): the District shall retain a retirement plan with the Public Employees Retirement System (PERS) 2.7% @ 55 plan for all employees hired before April 1, 2012. The retirement plan shall include all statutory benefits listed in Government Code Section 20840(e) and the following optional benefits:
 - a. One-Year Final Compensation
 - b. 1959 Survivor Benefit - Fourth LevelNote: Government Code Section 20840(e) includes but not limited to: 1) pre-retirement optional settlement 2 death benefit; 2) conversion of unused sick leave to retirement service credit; 3) ability for members to convert, at their own expense, prior military service and prior public service to CalPERS retirement service; and 4) local system service credit included in the basic death benefit.
- 2.8 All employees enrolled in the PERS 2.7% @ 55 plan, the employee will contribute 100% of the employee's contribution for all reportable wages. The employee will contribute \$2 per month towards the cost of the 1959 Survivor Benefit - Fourth Level.
- 2.9 All non-safety employees hired after July 1, 2012 the District shall retain a retirement plan with the Public Employee Retirement System (CalPERS) 2.5% @ 55 plan. The retirement plan shall include all statutory benefits listed in Government Code Section 20840(e) and the following optional benefit:
1959 Survivor Benefit – Fourth Level
- Note: Government Code Section 20840(e) includes but not limited to: 1) pre-retirement optional settlement 2 death benefit; 2) conversion of unused sick leave to retirement service credit; 3) ability for members to convert, at their own expense, prior military service and prior public service to CalPERS retirement service; and 4) local system service credit included in the basic death benefit.
- 2.10 All employees enrolled in the PERS 2.5% @ 55 plan, the employee will contribute 100% of the employee's contribution toward the employee contribution for all reportable wages. The employee will also contribute \$2 per month toward the cost of the 1959 Survivor Benefit – Fourth level.
- 2.11 Employee contributions for employees entering membership on or after January 1, 2013 and subject to the California Public Employees' Pension Reform Act of 2013 (PEPRA) will be determined by CalPERS.
- 2.12 The District agrees to report member contributions as taxed deferred for all employees enrolled in CalPERS.

3. SICK LEAVE

3.1 *Shift Employees*

- 3.1.1 Accrual: Shift employees shall accrue sick leave at the rate of 12 hours per month. Sick leave shall be accumulated with no maximum accrual.
- 3.1.2 At retirement, unused sick leave credit for shift employees shall be converted as follows:
 - a. All unused sick leave hours will may be reported to CalPERS for additional service credit, if applicable

- b. The employee must choose to convert unused sick leave hours to an employee's RHSA at a ratio of 2:1. A minimum of 500 sick leave hours is required to be eligible for this option. The RHSA contribution shall be calculated at the straight time rate and shall not exceed the value of 40 shifts.

3.2 *Non-shift employees*

- 3.2.1 Accrual: Non-shift employees shall accrue sick leave at the rate of 8 hours per month. Sick leave shall be accumulated with no maximum accrual.
- 3.2.2 At retirement, unused sick leave credit for non-shift employees shall be converted as follows:
 - a. All unused sick leave hours will be reported to CalPERS for additional service credit, if applicable; and
 - b. The employee must convert unused sick leave hours to be an employee's RHSA at a ratio of 2:1. A minimum of 357 hours is required to be eligible for this option. The RHSA shall be calculated at the straight time rate and shall not exceed the value of 685 hours.

3.3 *Management Employees*

- 3.3.1 The accrual rate shall apply to the employee's permanent work schedule and not be changed for temporary or short-term assignments.
- 3.3.2 When an employee changes from one work schedule to another work schedule as a permanent assignment, accumulated leave shall be adjusted in accordance to the ratio of one work schedule to the other. Example: factor from 56-hour workweek to 40-hour workweek is .714; the factor from 40-hour workweek to 56-hour workweek is 1.4.
- 3.3.3 Sick leave shall be available for personal illness or injury, emergency medical or dental appointments and for reasonable travel time to and from health care facilities. Sick leave shall also be available to an employee for caring for a member of his/her immediate family who is ill or injured, emergency medical or dental appointments, and for reasonable travel time to and from health care facilities.
- 3.3.4 Definition of Immediate Family - Immediate family shall include: husband, wife, child, stepchild, brother, stepbrother, sister, stepsister, parent, stepparent, grandparent, grandchild, or any legal dependent residing in same household.

4. **INSURANCE**

- 4.1 The District shall contract with a provider(s) for medical and dental benefits for providing employees and their eligible dependents with insurance benefits. The District agrees to contribute 80% of the average CalPERS HMO medical plans and 100% of the HMO dental plan(s) offered (at the family rate), per month toward medical and dental insurance. This calculated dollar amount shall be inclusive of any mandatory contributions that may be required by the provider. However, if the monthly premiums for medical and dental insurance exceed 80% of the average HMO medical/dental plans offered per month, the affected employee will be responsible for the difference.
- 4.2 Any unused premium may be used for medical/dental expenses as defined by the Administrative Policy for a maximum period of 18 months. After the 18-month period expires, or at retirement, 100% of any unused premium shall be transferred to the employee's Retirement Health Savings Account. NOTE: If an employee separates from employment, the unused premium shall be forfeited.
- 4.3 Eligible full-time employees may elect to opt out of only the medical insurance, if proof of coverage can be provided to the District. If no medical options are selected, the District shall place a capped rate of \$1,000 per month (\$12,000 annually) in the employee's medical reimbursement account. Unused premiums shall be transferred to the employees HRSA per the provisions in 6.01.
- 4.4 Employees, upon retirement, at no additional cost to active employees or to the District shall be allowed to remain on the group dental plan until age 65. The retiree will be required to have the same plan as active employees. The retiree will be responsible for payment of entire premium and a two percent (2%) administrative cost.

- 4.5 Life: The District shall provide a \$50,000 life insurance policy for the employee and the Board of Directors, and \$1,000 life insurance policy for employee's dependents. The policy shall include accidental death and dismemberment coverage.
- 4.6 Long-Term Disability: The District shall provide a Long-Term Disability plan.
- 4.7 In the event the Board of Directors modifies the insurance benefit (increase or decrease) in any other labor contract, this insurance benefit shall be adjusted per said resolution or contract for all positions identified in this Resolution.

5. HEALTH RETIREMENT SAVINGS ACCOUNT

- 5.1 Employees shall be required to participate in a District administered Retirement Health Savings Account (RHSA). The following terms apply:
 - a. Effective July 1, 2006 a monetary contribution will be made by the District in an amount of \$100 per employee per month.
 - b. The value of any unused medical reimbursement shall be transferred at the end of each calendar and fiscal year to the employee's RHSA (contributed twice a year).
 - c. If the shift employee has an excess of 480 hours of unused sick leave, then at the end of each calendar year 50% of the unused sick leave (144 minus sick leave used) will be contributed to the RHSA at the employee's hourly rate.
 - d. If the non-shift employee has an excess of 343 hours of unused sick leave, then at the end of each calendar year 50% of the unused sick leave (96 minus sick leave used) will be contributed to the RHSA at the employee's hourly rate.

6. MANAGEMENT SUPPLEMENTAL BENEFIT PLANS

- 6.1 Management Supplemental Benefit: All Managers represented in this resolution will receive a Management Supplemental Benefit (MSB) of 5% of their annual base salary as of July 1. The MSB provides for additional compensation and/or non-taxable benefit equal to 5.00% of annual base salary as of July 1, and paid once per calendar year on the July 31 pay date. The MSB of 5% of the annual base salary shall only to be used once in a twelve (12) month period for the calculation of reportable compensation. Managers covered by this benefit may choose one of the following options:
 - a. Direct Payment – Cash: this option is considered additional income and is subject to federal and state withholding taxes.
 - b. Direct Payment – Deferred Compensation 457 Plan: this option is considered additional income and is subject to the maximum deferral allowed by the IRS.
 - c. Medical Reimbursement: this option is considered a non-taxable benefit, which may be used for additional medical/dental expenses. Please note that unused monies in this account are not eligible for transfer to the District's Health Retirement Savings Account.
 - d. Combination of Option a, b, or c: this option may not exceed the maximum benefit.
- 6.2 Staff Management Supplemental Benefit: Beginning July 1, 2017, all Managers represented in this resolution and who are assigned to a 40-hour or 9/80 workweek, will receive an additional Staff Management Supplemental Benefit (SMSB) of 5% of their annual base salary. To be eligible for the SMSB, the manager must have been assigned to a 40-hour or 9/80 workweek for a minimum of 75% of the previous fiscal year. The SMSB provides for additional compensation and/or non-taxable benefit equal to 5.00% of annual base salary as of July 1 and paid once per year on the August 15 pay date, or at retirement if employee retires prior to this pay date. This SMSB of 5% of annual base salary shall only to be used once in a twelve (12) month period for the calculation of reportable compensation. Managers covered by this benefit may choose one of the options described in 7.1 a – d.

7. HOLIDAYS

- 7.1 For the purpose of this section, the legal "holiday" shall mean and include the following days:
- New Year's Day (January 1)
 - Martin Luther King Day (third Monday in January)
 - President's Day (third Monday in February)
 - Memorial Day (fourth Monday in May)
 - Independence Day (July 4)
 - Labor Day (first Monday in September)
 - Veteran's Day (November 11)
 - Thanksgiving Day (fourth Thursday in November)
 - Day after Thanksgiving Day
 - Christmas Day (December 25)
 - Floating Holiday
- 7.2 All Chief Officers shall receive holiday payment equal to one-half month's salary, payable on November 15. Rotating schedules to assure availability during holidays will be required.

8. USE OF DISTRICT VEHICLES

- 8.1 The District will assign a vehicle to the following positions for commuting to/from work and all business purposes to insure availability for immediate emergency response:
- Fire Chief
 - Deputy Chief
 - Fire Marshal
 - Battalion Chief – Administrative/Training
- 8.2 Personnel assigned to a take home vehicle must meet a 45-minute response time to District from their place of residence.
- 8.3 Battalion Chief – Shift: while on duty, shift Battalion Chiefs are provided an emergency vehicle to assist in the performance of their duties.
- 8.4 The value for all personal use may be reported as a taxable fringe benefit as established by IRS Regulations and the District's Administrative policy.

9. VACATION ACCRUAL

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

Years of Service	Based on 40 hour work week	Based on 56 hour work week
0 – 5 years	80 hours	112 hours
6 – 10 years	120 hours	168 hours
11 – 15 years	136 hours	190 hours
16 – 20 years	160 hours	224 hours
21+ years	200 hours	280 hours

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

- 9.2 All management employees shall have the option to sell the excess of 80 hours (non-shift), or the excess of 112 hours (shift) accrued vacation at straight time, not more than twice a year, after the work period ends that include June 30 and December 31.
- 9.3 An employee may only sell a maximum of 200 hours of accrued vacation per calendar year. Minimum vacation accrual balances are required as identified in 10.02.
- 9.4 A written request received by December 31 for payment of accrued vacation sold back to the District, which will be remitted by separate check on January 15. A written request received by June 30 for payment of vacation sold back to the District, which will be remitted by separate check on July 15. No payments under this section will be reported as "reportable compensation" for retirement purposes.

10. EMERGENCY RESPONSE COMPENSATION

- 10.1 The District will compensate employees at the straight-time hourly rate for all time worked greater than their daily rate for responses for which the District is reimbursed. The District will pay compensation upon receipt of monies from agencies requesting services. Maximum compensation will not exceed any reimbursement amount received by the District. This provision does not apply to any Battalion Chief position.
- 10.2 Battalion Chief Emergency Callback: *Battalion Chief Emergency Callback* is defined as a call back to work for emergency coverage exceeding three (3) hours; or when on an emergency assignment that does not extend into the next 24-hour operational period shall be paid at their straight time hourly rate.
- 10.3 Battalion Chief Extended Overhead Assignment: *Battalion Chief Extended Assignment* is defined as an emergency assignment that extends into the next 24-hour operational period. The employee shall be paid an hourly rate of time and one-half.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Rancho Santa Fe Fire Protection District on November 14~~September 26, 2018~~ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

James H Ashcraft
President

ATTEST:

Karlana Rannals
Secretary

RESOLUTION No. 2018-19

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 effective January 1, 2019 and adopted.
- 2) That the pay schedules 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 November 14, 2018 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

JAMES H ASHCRAFT
President

ATTEST:

Karlana Rannals
Secretary

Rancho Santa Fe Fire Protection District

Resolution 2018-18

Attachment B

Effective Date - January 1, 2019

		Steps or Range				
Position		Step A	Step B	Step C	Step D	Step E
Fire Prevention Specialist	Hourly	34.091	35.795	37.585	39.464	41.437
	OT Rate	51.14	53.69	56.38	59.20	62.16
	Semi Monthly	2,955	3,102	3,257	3,420	3,591
	Monthly	5,909	6,204	6,515	6,840	7,182
	Annual	70,908	74,454	78,177	82,085	86,190
Public Education Coordinator	Hourly	34.951	36.699	38.534	40.460	42.483
	OT Rate	52.43	55.05	57.80	60.69	63.73
	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
Office Support Coordinator	Hourly	24.638	25.870	27.163	28.521	29.947
	OT Rate	36.96	38.80	40.74	42.78	44.92
	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
Accounting Specialist	Hourly	30.093	31.597	33.177	34.836	36.578
	OT Rate	45.14	47.40	49.77	52.25	54.87
	Semi Monthly	2,608	2,738	2,875	3,019	3,170
	Monthly	5,216	5,477	5,751	6,038	6,340
	Annual	62,592	65,722	69,008	72,459	76,081
Accounting Technician	Hourly	26.557	27.884	29.279	30.743	32.280
	OT Rate	39.83	41.83	43.92	46.11	48.42
	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
Fire Prevention Specialist II/Forester	Hourly	37.501	39.376	41.344	43.412	45.582
	OT Rate	56.25	59.06	62.02	65.12	68.37
	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
Deputy Fire Marshal	Hourly	44.899	47.144	49.501	51.976	54.575
	OT Rate	67.35	70.72	74.25	77.96	81.86
	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
Position		Step A	Step B	Step C	Step D	Step E
Firefighter/Paramedic	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 (Includes FLSA)	6,518	6,843	7,186	7,545	7,922
	Annual (Includes FLSA)	78,211	82,122	86,228	90,539	95,066
Engineer	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 (Includes FLSA)	6,841	7,183	7,542	7,919	8,315
	Annual (Includes FLSA)	82,089	86,193	90,503	95,028	99,779
Engineer/Paramedic	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 (Includes FLSA)	7,024	7,376	7,744	8,132	8,538.21
	Annual (Includes FLSA)	84,293	88,508	92,933	97,580	102,459
Captain	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 (Includes FLSA)	8,104	8,509	8,934	9,381	9,850
	Annual (Includes FLSA)	97,242	102,104	107,209	112,570	118,198

**Rancho Santa Fe Fire Protection District
Resolution 2018-18
Attachment B**

Position		Range	
Fire Chief	Semi Monthly	7,419	→ 9,486
	Monthly	14,838	18,971.69
	Annual	178,056	227,660
Deputy Chief	Semi Monthly	6,171	→ 8,024
	Monthly	12,341	16,048.73
	Annual	148,094	192,597
Battalion Chief	Semi Monthly	5,048	→ 6,565
	Monthly	10,096	13,129
	Annual	121,147	157,552
Fire Marshal	Semi Monthly	4,737	→ 6,160
	Monthly	9,474	12,321
	Annual	113,688	147,851
Administrative Manager	Semi Monthly	4,259	→ 5,539
	Monthly	8,518	11,078
	Annual	102,220	132,938
Admin-Human Resource Manager	Semi Monthly	4,042	→ 5,083
	Monthly	8,083	10,167
	Annual	97,000	122,000
Finance Manager	Semi Monthly	4,042	→ 5,083
	Monthly	8,083	10,167
	Annual	97,000	122,000

Position - Volunteer Division		Range	
Recruitment-Retention Volunteer Coordinator	Hourly	34.00	→ 40.00
Firefighter Driver/Operator (part time)	Hourly	California Minimum Wage	

Positions - Temporary (as needed and determined by the Fire Chief)		Range	
Temporary - Non-exempt	Hourly	California Minimum Wage	→ 76.10

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; Retired Annuitants as extra help

STAFF REPORT

NO. 18-26

TO: BOARD OF DIRECTORS
TONY MICHEL, FIRE CHIEF

FROM: DAVID LIVINGSTONE, BATTALION CHIEF

SUBJECT: APPARATUS PURCHASE

DATE: NOVEMBER 6, 2018



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

Description	FY20 Capital Plan	Funding Request	Funding Source	Action Requested
Purchase: One (1) Type I Fire Apparatus	Proposed 680,636	\$675,354	Capitol Replacement	Approve Purchase
JUSTIFICATION for Funding Request: Staff requests funding to purchase a new Type I Fire Apparatus to replace E265/0312. E265/0312 will be placed into ready reserve status. Reserve engine 261R, a 1996 Spartan/Saulsbury will be sold to the highest bidder.				

BACKGROUND

The contract the District utilized for purchasing the last three engines has expired. The requested new engine will be purchased through the Houston/Galveston Area Council (HGAC) Cooperative Purchase program, and is the same specification as our last engine. The cost increase is consistent with the Producer Price Index (PPI) industry data for Heavy Duty Truck Manufacturers including firefighting vehicles.

The new engine is estimated to take 12 to 18 months to be built and ready for delivery. The proposed engine purchase is forecasted to be included in the FY20 budget.

The HGAC Buy program and contract has been reviewed and approved by the District's legal counsel.

RECOMMENDATION:

Staff recommends authorizing the Fire Chief to enter into a formal contract with Spartan ERV for the purchase of one (1) Type I fire apparatus at a total cost including tax, delivery and document fees, not to exceed \$675,354.

This purchase will be funded in the FY20 budget.

STAFF REPORT

18-27

TO: BOARD OF DIRECTORS
TONY MICHEL, CHIEF MICHEL

FROM: DAVE MCQUEAD, BATTALION CHIEF

SUBJECT: ADMIN. TENANT IMPROVEMENT – OFFICE FOR HR MANAGER

DATE: NOVEMBER 7, 2018



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

Description	Budget	Funding Request	Funding Source	Action Requested
Admin. Tenant Improvement Construction – Admin/HR Manager office	FYI 18/19	Not to exceed \$18,000.00		Authorize tenant improvement construction

RECOMMENDATION

Staff recommends approval to proceed with tenant improvements to the administrative office building at a cost not to exceed \$18,000 and authorize the Fire Chief to execute said contract with the lowest most responsive bidder.

BACKGROUND

With the addition of the Admin/HR Manager, Finance Manager and seasonal fire prevention personnel, there is a lack of office space in the current administration building. Staff is proposing to construct an additional office and prevention workstations within the current floor plan. The project would require the construction of walls, installation of a matching door, window and electrical/data ports. Staff has solicited bids from three local construction companies; two quotes are in hand and staff is waiting on the third quote. Once the third quote is received, staff will evaluate the three written quotes and award the project to the lowest responsive bidder. Staff has already secured the necessary building permits through the County of San Diego.

There will be additional costs to move and reassemble the current modular furniture and filing cabinets, which are not included in this proposal. Upon completion, this project will create one (1) fully enclosed office space, and three (3) additional half-partitioned workstations.

STAFF REPORT

NO. 18-28

TO: BOARD OF DIRECTORS
FROM: KARLENA RANNALS, ADMINISTRATIVE MANAGER
SUBJECT: CY2019 BOARD MEETING SCHEDULE
DATE: NOVEMBER 6, 2018



RECOMMENDATION

Review schedule and approve any changes to the meeting schedule that may be necessary.

BACKGROUND

The Board of Directors adopted Resolution No. 2005-014 establishing the second Wednesday of each month as the regular meeting date to conduct business of the District. On occasion, it is necessary to adjust the date to accommodate holidays and scheduling conflicts.

CURRENT SITUATION

The following table list the meeting dates for 2019 and I have included the annual (or routine) agenda topics that the Board must act:

Meeting Dates – 2019	Annual Agenda Topic(s)
January 9	Accept: FY Financial Statements (if complete)
February 13	Adopt: Resolution to Participate in Fire Mitigation Fee Program (<i>must be adopted by April 15</i>)
March 13	
April 10	
May 08	Select criteria to determine annual appropriations limit; Adopt resolution: Appropriations Limit Adopt resolution: Setting Benefit Charges
June 12	Adopt: Preliminary Budget (<i>must be adopted by June 30</i>) Accept List of forced abatements to be placed on property tax bills, if any Public Hearing: FMF Multi Year Plan Adopt resolution: Fire Mitigation Fee 5 Year Capital Plan
July 10	
August 14	Public Hearing: Final Budget & Fire Mitigation Fee 5 Year Capital Plan Adopt: Fire Mitigation Fee 5 Year Capital Plan
September 11	Adopt: Final Budget (<i>must be adopted by September 30</i>);
October 9	
November 13	
December 11	Ethics Training (<i>every two years – 2020</i>) Oath of Office (<i>every election year – 2020</i>) Election of Officers (<i>every election year – 2020</i>)