



**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

August 19, 2020
1:00 pm PT
Regular Meeting

THIS BOARD OF DIRECTORS MEETING WILL BE CONDUCTED VIA TELECONFERENCE

Pursuant to Governor Newsom’s [Executive Orders N-25-30](#), issued on March 12, 2020 and [N-33-20](#) issued on March 19, 2020: members of the Rancho Santa Fe Fire Protection District Board of Directors and staff may participate in this meeting via teleconference. In the interest of reducing the spread of COVID 19, members of the public are encouraged, but not required, to submit comments via email. Those attending the meeting in person will be required to maintain appropriate social distancing.

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

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

Rules for Addressing 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 staff for review and possible discussion at a future meeting. As permitted by State Law, the Board may take action on matters of an urgent nature or which require immediate attention. The maximum time allotted for each presentation is FIVE (5) MINUTES.

Agendas: Agenda packets are available for public inspection 72 hours prior to scheduled meetings at the Administrative Manager’s office located at 18027 Calle Ambiente, Suite 101, Rancho Santa Fe, CA during normal business hours. Packet documents are also posted online at www.rsf-fire.org



Rancho Santa Fe Fire Protection District Board of Directors

Regular Meeting

August 19, 2020

Call to Order

Pledge of Allegiance

Roll Call

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

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

2. Consent Calendar

a. Board of Directors Minutes

- Board of Directors minutes of July 15, 2020

ACTION REQUESTED: **Approve**

b. Receive and File

- Monthly/Quarterly Reports

(1) List of Demands Check 32879 thru 33011, Electronic File Transfers (EFT), and Wire Transfer(s) for the period July 1 – 31, 2020 totaling:	\$1,258,840.65
Wire Transfer(s) period July 1 – 31, 2020	\$ 872,277.81
Payroll for the period July 1 – 31, 2020	<u>\$1,026,188.64</u>
TOTAL DISTRIBUTION	\$3,157,307.10

(2) Activity Reports – July 2020

- (a) Operations
- (b) Training
- (c) Fire Prevention
- (d) Correspondence - letters/cards were received from the following members of the public:
 - (i) None

ACTION REQUESTED: **Information**

c. Acceptance of Grant

Accept grant of \$26,369.50 received from FEMA 2020 Assistance for Firefighters Grant – COVID 19 Supplemental Program for reimbursement of personal protective during the COVID 19 pandemic. [Staff Report 2020-15](#)

ACTION REQUESTED: **Accept and acknowledge receipt of grant**

3. Public Comment

4. Old Business

- a. None



Rancho Santa Fe Fire Protection District Board of Directors

Regular Meeting

August 19, 2020

5. New Business
 - a. Budget Authorization

To discuss and/or authorize the purchase a Command Vehicle and approve the capital expenditure, approximately \$75,000.00. [Staff Report 20-16](#)
ACTION REQUESTED: **Approve**
 - b. Board Policy: 3045 0 Allowance for Bad Debts and Write Offs Policy

To discuss and/or approve a policy to ensure proper financial accounting for bad debts and write offs. [Staff Report: Oral](#)
ACTION REQUESTED: **Approve**

6. Resolution/Ordinance
 - a. Ordinance 2020-02

To introduce Ordinance 2020-02 *entitled* An Ordinance of the Board of Directors of the Rancho Santa Fe Fire Protection District Adopting an Administrative Citation Program. [Staff Report 20-17](#)
ACTION REQUESTED: **Schedule public hearing and final adoption**

7. Oral Report
 - a. Fire Chief – Cox
 - i. Introduction: Manager, Finance & Administration
 - ii. 2020 Enhanced Fire Response Plan
 - iii. RSF5 Update
 - iv. District Activities
 - b. Operations – Deputy Chief
 - c. Volunteer – Volunteer Recruitment & Retention Coordinator
 - d. Training – Battalion Chief
 - e. Fire Prevention – Fire Marshal
 - f. Administrative Manager
 - d. Board of Directors
 - North County Dispatch JPA – Update
 - County Service Area – 17 – Update
 - Comments

8. Closed Session **Time Certain, 2:00 pm**

Consideration of personnel matter (complaint against employee)
With respect to every item of business to be discussed in closed session pursuant to Section 54957

9. Adjournment

The next regular meeting Board of Directors meeting to be September 16, 2020 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

August 19, 2020

CERTIFICATION OF POSTING

I certify that on August 14, 2020 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 August 14, 2020

A handwritten signature in black ink that reads "Karlana Rannals".

Karlana Rannals
Board Clerk



RANCHO SANTA FE FIRE PROTECTION DISTRICT
Regular Board of Directors Meeting
Minutes – July 15, 2020

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

REGULAR AGENDA

President Ashcraft called to order the regular session of the Rancho Santa Fe Fire Protection District Board of Directors at 1:10 pm.

Pledge of Allegiance

Deputy Fire Marshal Conor Lenehan lead the assembly in the Pledge of Allegiance.

Roll Call

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

Directors Absent: None

Staff Present: Fred Cox, Fire Chief; Dave McQuead, Deputy Chief; Bruce Sherwood, Battalion Chief; Brian Slattery, Battalion Chief; Frank Twohy, Volunteer Recruitment & Retention Coordinator; Conor Lenehan, Deputy Fire Marshal; and Karlana Rannals, Board Clerk.

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

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

2. Consent Calendar

MOTION BY DIRECTOR HILLGREN, 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 June 17, 2020
- ii. Board of Directors minutes of June 26, 2020

b. Receive and File

i. *Monthly/Quarterly Reports*

- List of Demands Check 32658 thru 32878, Electronic File Transfers (EFT) and Wire Transfer(s) for the period June 1 – 30, 2020 totaling: \$1,195,144.74
- Wire Transfer(s) for the period June 1 – 30, 2020, 2020 \$ 164,017.59
- Payroll for the period June 1 – 30, 2020, 2020 \$ 660,574.66
- TOTAL DISTRIBUTION \$2,019,736.99

ii. Reports – June 2020

- Operations
- Training
- Fire Prevention

- Correspondence – letters/cards were received from the following members of the public:
 - a. None

3. Public Comment

No one requested to speak to the Board.

4. Old Business

- a. None

5. New Business

a. Senate Bill 474 (Stern)

Chief Cox summarized the proposed bill and explained why the District is opposed to this legislation as the District is defined as a high risk fire area. This fire risk determination would severely impact any new construction and/or development within the District. The legislation does not take any local ordinances in effect. He encouraged the board members to reach out to their legislators individually and request that they oppose the proposed legislation.

b. Hazard Abatement – Forced Abatement Contractor

Deputy Fire Marshal Lenehan summarized the staff report provided. He reported that the contract for the sole source contractor is nearing expiration. He reviewed the bid submission process and reported after reviewing all schedules of fees received, “R.E. Badger and Son, Inc.” was determined the lowest and most responsive bid. It was recommended that the Fire Chief or his designee be authorized to execute a service agreement with, R.E. Badger and Son, Inc. as the abatement contractor for forced abatement of hazardous vegetation and rubbish for +parcels in violation of District’s Ordinance 2019-02. Staff responded to questions from the board.

MOTION BY DIRECTOR HILLGREN, SECOND BY DIRECTOR STINE, CARRIED 5 AYES; 0 NOES; 1 ABSENT; 0 ABSTAIN to authorize the Fire Chief or his designee to enter into a service agreement with “R.E. Badger and Son, Inc.” for forced abatement of hazardous vegetation, and rubbish with the Rancho Santa Fe Fire Protection District for parcels in violation of the Fire District’s Ordinance 2019-02.

c. Board of Directors Meeting Date – October 28, 2020

The Board of Directors changed their meeting date from October 21 to October 28, 2020 to accommodate a scheduling conflict. The board member’s conflict no longer exists, and requested to return to its original scheduled date. There was no objection by the board members.

MOTION BY DIRECTOR HILLGREN, SECOND BY DIRECTOR STINE, CARRIED 5 AYES; 0 NOES; 1 ABSENT; 0 ABSTAIN to change the meeting date from October 28 to October 21, 2020, the board’s regular meeting date.

6. Resolution/Ordinance

a. Resolution No. 2020-09

Chief Cox reported this resolution includes all of the recently negotiated compensation for the managers of the District, and the stipend will be accrued back to June 30, 2020. Staff responded to questions from the Board.

MOTION BY DIRECTOR STINE, SECOND BY DIRECTOR HILLGREN to approve and adopt Resolution No. 2020-09 *entitled* A Resolution of the Board of Directors of the Rancho Santa Fe Fire Protection District Establishing Salaries and Benefits for Management Personnel on the following roll call vote:

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

b. Resolution No. 2020-10

Chief Cox reported this resolution adopts Amendment No. 2 to a Memorandum of Understanding between the Rancho Santa Fe Fire Protection District and the Rancho Santa Fe Professional Firefighters Association – Local 4349 that includes all of the recently negotiated compensation. Staff responded to questions from the Board.

MOTION BY DIRECTOR HILLGREN, SECOND BY DIRECTOR TANNER to approve and adopt Resolution No. 2020-10 *entitled* A Resolution of the Board of Directors of the Rancho Santa Fe Fire Protection District Adopting Amendment No. 2 to a Memorandum of Understanding between the Rancho Santa Fe Fire Protection District and the Rancho Santa Fe Professional Firefighters Association – Local 4349 the following roll call vote:

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

c. Resolution No. 2020-11

Ms. Rannals informed the Board that the District’s Conflict of Interest Code requires a biennial review, which updates the designated positions within the District, and she requested authorization to notify the County of San Diego Clerk of the Board no later than October 1, 2020 that amendments are necessary, and execute the form. Staff responded to questions from the Board.

MOTION BY DIRECTOR HILLGREN, SECOND BY DIRECTOR TANNER, and ADOPTED Resolution No. 2020-11 *entitled* A Resolution of the Board of Directors of the Rancho Santa Fe Fire Protection District Amending the Fair Political Practices Commission’s Standard Conflict of Interest Code and Candidate Disclosure Statement and Repealing Resolution No. 2018-13 on the following roll call vote:

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

7. Oral Report

a. Fire Chief

i. District activities:

- He reported that a job offer was made for the Manager, Finance and Administration to Alicea Caccavo. Her employment will commence August 16, 2020. Also, Nina Eich has resigned her position as Office Support Coordinator effective close of business July 17, 2020.
 - He was contacted by the RSF Association General Manager about the apartments under construction at Manchester and Rancho Santa Fe Road. She has conveyed her concerns over the lack of emergency preparation and evacuation.
 - COVID-19: there is an increase in cases within the County. The District continues to monitor the cases and are testing employees that are ill. The new disinfectant equipment has been ordered. There have been changes for fire camp for personnel responding, as each engine fire crew must be self-sufficient for three days. COVID-19 is also affecting the employment pool for paramedics and firefighters, as schools and academies have been cancelled for the remainder of this calendar year. He is expecting a shortage of qualified candidates.
- ii. RSF5 Update: Chief Sherwood reported that the new move in is unknown. They are still trying to get the fire line tap installed. The RFP for the solar installation has been released. He continues to tie up loose ends on the construction project.

b. Operations – Deputy Chief – Chief McQuead reported 1) personnel were deployed on a strike team to Camp Pendleton; 2) new fuel moisture equipment has been purchased.

c. Volunteer Recruitment Retention Coordinator – Chief Twohy reported that the reserve program because of COVID 19 is only staffing RSF 6, but the Reserves did donate 984 volunteer hours this reporting period.

d. Training – Battalion Chief – Sherwood reported the District personnel participated in in 1,900 training hours the previous month. He also noted that the last three of the four firefighter/paramedics hired have been active in the Volunteer Reserve Program.

e. Fire Prevention – Fire Marshal – Deputy Fire Marshal Lenehan reported that staff continues to stay busy with plan checks and inspections. The Fire Prevention staff is working with the CalFIRE Defensible Space Inspector comparing properties and collecting building date for construction type.

f. Administrative Manager – Ms. Rannals reported that the nomination period for the November 3 General Election has begun and will continue to August 7, 2020.

g. Board of Directors

- i. North County Dispatch JPA – Update: Director Ashcraft: No report, the next meeting is planned for August 26, 2020.

- ii. County Service Area 17 – Update: Director Hillgren: No report, the next meeting is planned for August 3, 2020.
- iii. Comments
 - Tanner: he conveyed his appreciation to the personnel who assisted with putting up and taking down the American flags for the holiday.
 - Malin: CalPERS investments received a 4.7% interest rate of return for FY20, short of their target of 7%. He is waiting for the assessed valuation numbers from the County of San Diego.

8. Adjournment

Meeting adjourned at 2:28 pm.

Karlana Rannals
Secretary

James H Ashcraft
President

Check No.	Amount	Payee	Description
32879	\$128,846.00	Business Owner's Ins Agency	Commercial - Liability - Auto Coverage
32880	\$1,681.50	C.A.P.F.	Disability Ins Short & Long
32881	\$2,370.00	Cielo Village Partners LP	Cielo HOA Fees
32882	\$190,303.00	City of San Marcos	Workers' Compensation/Wellness
32883	\$646.00	County of San Diego, DEH	Permit: County/City
32884	\$750.00	Fire Dist. Association of CA	Association Dues
32885	\$4,455.60	Guardian Life Insurance Co	Medical Insurance
32886	\$3,250.00	Integrity Data	Computer - License/Software
32887	\$4,050.00	Liebert Cassidy Whitmore	LCW Training Consulting
32888	\$477.85	Lincoln National Life Ins Co	Life Insurance/EAP
32890	\$5,000.00	Pun Group	Accounting-Audit Services
32891	\$30.00	SDCFCA - Admin Section	Association Dues
32892	\$8,080.00	TargetSolutionsLearning LLC	TargetSolutions - License
32893	\$3,156.00	TIP of San Diego County	T.I.P. Program
32894	\$600.00	Accme Janitorial Service Inc	Building ADMIN
32895	\$4,500.00	Across the Street Productions	Permit: Certification
32896	\$347.75	AT&T Calnet 2/3	Telephone RSF, Admin
32897	\$9,675.82	AVI Systems Inc.	RSF5 Station Construction-Furnishings &
32898	\$37.57	EDCO Waste & Recycling Inc	Trash RSF6
32899	\$26,388.78	Endeavor Bank	RSF5 Station Design/Build
32900	\$501,387.48	Erickson-Hall Const Co Inc	RSF5 Station Design/Build
32901	\$434.00	Erik M. & Christina M Bessel DBA Spo	Uniforms: Safety Personnel
32902	\$3,482.00	Global Door & Gate Inc.	Building RSF4
32903	\$33,841.33	Gregory Johnson DBA Johnson Equipmen	2020 E265
32903	\$33,841.33	Gregory Johnson DBA Johnson Equipmen	2020 Chevy Silverado
32904	\$20.47	Griffin Hardware Co.	Station Maintenance - RSF2
32905	\$71.03	Henley Pacific LA LLC (Valvoline)	Scheduled - ID 1381
32906	\$86.09	Napa Auto Parts Inc	Apparatus: Parts & Supplies
32907	\$10,828.02	North County EVS Inc	Scheduled & Repair Apparatus
32908	\$674.19	Olivenhain Municipal Water District	Water RSF
32909	\$2,361.62	Parkhouse Tire, Inc.	Apparatus: Tires & Tubes
32910	\$292.26	Pitney Bowes Inc	Equipment Rental
32911	\$395.32	Rincon Del Diablo Municipal Water Di	Water RSF5
32912	\$851.67	SC Commercial LLC	Fuel: Gasoline & Diesel
32913	\$847.96	SDG&E	Elec/Gas/Propane RSF6

Check No.	Amount	Payee	Description
32914	\$256.90	Stericycle, Inc.(Shred-It)	Shredding Services
32915	\$75.00	Terminix International	Building RSF2
32916	\$34.90	U P S	Shipping Service
32917	\$11,722.35	U S Bank Corporate Payment System	Cal-Card./IMPAC program
32918	\$167.42	Uniforms Plus	Uniforms: Safety Personnel
32919	\$2,232.95	United Site Services	Sewer RSF
32920	\$70.20	Verizon Wireless	CSA-17 Contract
32921	\$2,067.85	Waste Management Inc	Trash RSF
32922	\$6,950.00	WinTech Computer Services	Consulting Services
32923	\$216.58	Allstar Water Systems Inc	Building RSF, Admin
32924	\$8,802.28	Auditor and Controller	LAFCO
32925	\$1,073.04	CrewSense, LLC	Scheduling (Crewsense) Maintenance
32926	\$115.83	Dish	Cable RSF6
32927	\$63.93	Griffin Hardware Co.	Station Maintenance - RSF2
32928	\$90.00	RSF Mail Delivery Solutions	Mail Delivery Service
32929	\$150.00	SDCFCA	Association Dues
32930	\$3,801.40	TargetSolutionsLearning LLC	Suppression - Local Conf/Seminars
32931	\$589.91	Waste Management Inc	Trash RSF2
32932	\$269.00	A to Z Plumbing Inc	Building RSF1
32933	\$2,372.66	All Star Fire Equipment, Inc.	Safety Clothing (Protective)
32934	\$64.20	AT&T	Telephone RSF6
32935	\$357.94	Charter Communications Holdings, LLC	Telephone/Cable RSF, ADMIN
32936	\$283.38	Cintas Corporation No 2	Safety: Extinguishers (Service & Purchas
32937	\$241.42	COR Security Inc	Building ADMIN
32938	\$375.50	Global Door & Gate Inc.	Building RSF4
32939	\$113.84	Griffin Hardware Co.	Station Maintenance - RSF2
32940	\$49.41	Henley Pacific LA LLC (Valvoline)	Scheduled - ID 1482
32941	\$368.28	Lincoln National Life Ins Co	Life Insurance/EAP
32942	\$3,000.00	Reserve Account	Postage
32943	\$150.00	San Diego Chapter CSDA	Association Dues
32944	\$3,321.23	SC Commercial LLC	Fuel: Gasoline & Diesel
32945	\$621.00	Stamy, Samuel	Education/Training Reimbursement
32946	\$40.00	State Fire Training	Permit: Certification
32947	\$40.00	State Fire Training	Permit: Certification
32948	\$550.51	TPX	Telephone ADMIN

Check No.	Amount	Payee	Description
32949	\$17.45	U P S	Shipping Service
32950	\$28.99	4S Ranch Gasoline & Carwash LP	Apparatus: Car Wash
32951	\$153.20	Airgas Inc	Safety: Breathing Air
32952	\$431.81	Armanino Solutions, LLC	Consulting Services
32953	\$313.00	AT&T	Telephone RSF5
32954	\$1,939.77	AT&T Calnet 2/3	Telephone ADMIN
32955	\$1,220.00	California's Own Native Landscape De	Landscaping RSF6
32956	\$314.41	Compressed Air Specialties Inc	BA Compressor Maintenance
32957	\$3,179.00	County of SD/RCS	CAP Code Paging Service-Monthly Service
32958	\$3,432.00	D&W Consulting, Inc.	Consulting Services - Prevention
32959	\$349.09	EDCO Waste & Recycling Inc	Trash RSF5
32960	\$6,067.35	Fire ETC Inc	Safety Equipment
32961	\$3,045.00	Fitch Law Firm Inc	Legal Services
32962	\$54.89	Home Depot, Inc	Tools: Maintenance & Construction
32963	\$594.65	Konica Minolta Business Inc	Copier Maintenance Contract
32964	\$1,185.31	Olivenhain Municipal Water District	Water RSF2
32965	\$2,741.25	Scott Davis	Programming - Computer & Software FP/PR
32966	\$8,427.03	SDG&E	Elec/Gas/Propane RSF
32967	\$200.00	Stamy, Samuel	CSA-17 Contract
32968	\$261.55	AT&T	Cable/Telephone RSF5
32969	\$214.00	AT&T	Telephone RSF1
32970	\$56.06	AT&T	Telephone RSF3
32971	\$54.49	AT&T	Telephone RSF1
32972	\$63.07	AT&T	Telephone RSF2
32973	\$100.00	B & B Appliance Service Dept	Station Maintenance - RSF4
32974	\$1,681.50	C.A.P.F.	Disability Ins Short & Long
32975	\$108.95	Charter Communications Holdings, LLC	Cable - Admin
32976	\$2,370.00	Cielo Village Partners LP	Cielo HOA Fees
32977	\$317.06	Complete Office of California Inc	Office Supplies
32978	\$217.90	Cox Communications	Cable RSF2
32979	\$99.99	Cox Communications	Telephone RSF3
32980	\$360.00	Dependable Alarm Systems Inc	Alarm System Monitoring RSF4
32981	\$115.83	Dish	Cable RSF6
32982	\$1,532.08	Engineered Mechanical Services Inc	Building RSF4
32983	\$337.58	Fire ETC Inc	Safety Equipment

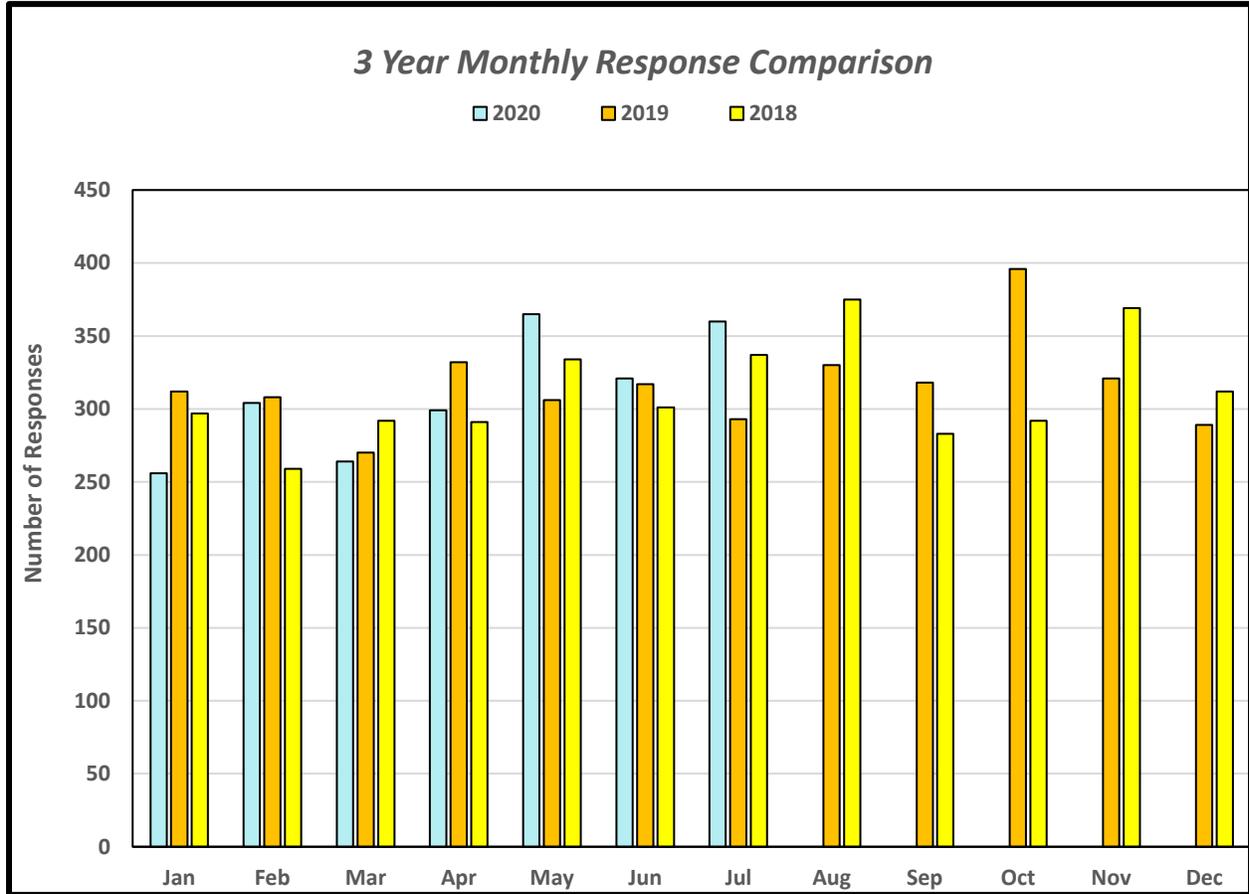
Check No.	Amount	Payee	Description
32984	\$21.73	Griffin Hardware Co.	Station Maintenance - RSF2
32985	\$4,430.73	Guardian Life Insurance Co	Medical Insurance
32986	\$80.54	Henley Pacific LA LLC (Valvoline)	Scheduled - ID 1282
32987	\$375.00	Ligtenberg, Ray	Education/Training Reimbursement
32988	\$822.15	Lincoln National Life Ins Co	Life Insurance/EAP
32989	\$2,747.63	Mallory Safety & Supply LLC	Firefighting Foam
32990	\$66.23	Napa Auto Parts Inc	Apparatus: Parts & Supplies
32991	\$730.00	Power Plus!	Elec/Gas/Propane RSF5
32992	\$75,000.00	Rancho Santa Fe Fire Protection Dist	Interfund Transfer
32993	\$2,413.76	Robert Half International	Temporary Labor
32994	\$633.00	Roman, Paul	Education/Training Reimbursement
32995	\$624.00	RSF Security Inc	Alarm System Monitoring - Admin
32996	\$4,450.43	SC Commercial LLC	Fuel: Gasoline & Diesel
32997	\$40.00	State Fire Training	Permit: Certification
32998	\$462.00	Terminix International	Building RSF4
32999	\$34.90	U P S	Shipping Service
33000	\$321.10	Uniforms Plus	Uniforms: Safety Personnel
33001	\$2,232.95	United Site Services	Sewer RSF5
33002	\$1,929.03	Verizon Wireless	Cellular - Telephone
33003	\$2,333.72	Boardriders Wholesale, LLC	COVID 19 Expense
33004	\$949.42	City of Encinitas - Fire	CSA-17 Contract
33005	\$18,646.17	Computer & Peripherals Group, Inc.	Printer Replacement
33006	\$243.71	Direct Energy Business-Dallas	Elec/Gas/Propane RSF1
33007	\$535.00	Frank Torres	Building RSF1
33008	\$24,238.55	Goforth & Marti	RSF5 Station Construction-Furnishings &
33009	\$143.82	Griffin Hardware Co.	Station Maintenance - RSF2
33010	\$4,550.00	Liebert Cassidy Whitmore	Legal Services
33011	\$4,539.11	SDG&E	Elec/Gas/Propane RSF5

Check No.	Amount	Payee	Description
EFT000000000643	\$200.00	Weeks, Michael	CSA-17 Contract
EFT000000000645	\$25.00	RSFPFA	RSF Prof FF Assoc
MISC	\$28,677.16	Various	Medical Reimbursement
Subtotal	<u>\$1,258,840.65</u>		
ACH Transfer	\$733,962.00	CalPERS	CALPERS- FY21 UAL
ACH Transfer	\$69,167.84	CalPERS	CALPERS- July 2020 Health
ACH Transfer	\$69,147.97	CalPERS	CALPERS- Aug 2020 Health
Subtotal	<u>\$872,277.81</u>		
7/15/2020	370,314.20	RSFFPD	Payroll
7/17/2020	264,784.50	RSFFPD	Safety & Mgr Stipend
7/30/2020	51,296.97	RSFFPD	MGR MSB
7/31/2020	339,792.97	RSFFPD	Payroll
Subtotal	<u>\$1,026,188.64</u>		
Total	<u><u>\$3,157,307.10</u></u>		



Rancho Santa Fe Fire Protection District Operations Report

July 2020 Incident Reporting



3 Year Call Volume Tracker:

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD Responses	
2020	Responses	256	304	264	299	365	321	360					2,169	
	YTD	256	560	824	1123	1488	1809	2169					1.45%	
2019	Responses	312	308	270	332	306	317	293	330	318	396	321	289	3,792
	YTD	312	620	890	1222	1528	1845	2138	2468	2786	3182	3503	3792	1.34%
2018	Responses	297	259	292	291	334	301	337	375	283	292	369	312	3,742
	YTD	297	556	848	1139	1473	1774	2111	2486	2769	3061	3430	3742	4.53%



Rancho Santa Fe Fire Protection District Operations Report

July 2020 Incident Reporting

Monthly Incident Call Type:

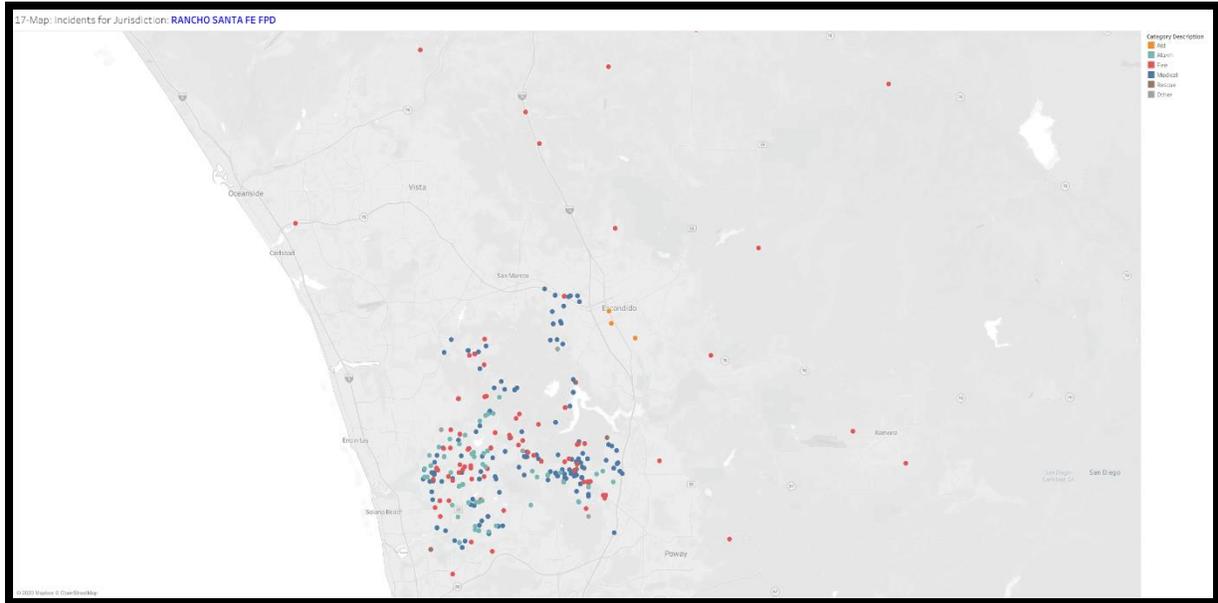
Summary: Number of Incidents by Problem for:
RANCHO SANTA FE FPD

Problem Codes	Category ..	Time Assigned		
		Incidents/R..	% of Total I..	% Differenc..
		2020	2020	2020
11-44 / POSS DEATH	Medical	3.0	0.83%	0.00%
5150 / PSYCH PROBLEMS	Medical	2.0	0.56%	0.00%
A/R - MEDICAL AID	Aid	2.0	0.56%	0.00%
A/R - STRUCT FIRE	Aid	1.0	0.28%	0.00%
ABDOMINAL PAIN	Medical	8.0	2.22%	0.00%
ALLERGIES (REACTIONS)	Medical	2.0	0.56%	0.00%
ANIMAL BITES / ATTACKS	Medical	1.0	0.28%	0.00%
ASSAULT	Medical	7.0	1.94%	0.00%
BACK PAIN (NON-TRAUM..	Medical	1.0	0.28%	0.00%
BOAT FIRE - DOCK / SLIP	Fire	1.0	0.28%	0.00%
BREATHING PROBLEMS	Medical	17.0	4.72%	0.00%
C2C - CHECK COMMENTS (.	Other	1.0	0.28%	0.00%
CHEST PAIN	Medical	6.0	1.67%	0.00%
CHOKING	Medical	1.0	0.28%	0.00%
CONVULSIONS	Medical	2.0	0.56%	0.00%
CPR	Medical	1.0	0.28%	0.00%
DIABETIC PROBLEMS	Medical	1.0	0.28%	0.00%
DROWNING (NEAR)	Medical	1.0	0.28%	0.00%
ENVENOMATIONS (STING..	Medical	1.0	0.28%	0.00%
EVALUATION	Medical	1.0	0.28%	0.00%
FADING SPELLS	Medical	4.0	1.11%	0.00%
FALL - FROM HEIGHT	Medical	2.0	0.56%	0.00%
FALL - NOT HEIGHT	Medical	20.0	5.56%	0.00%
FIRE - OTHER	Fire	1.0	0.28%	0.00%
FIRE ALARM - COMM	Alarm	9.0	2.50%	0.00%
FIRE ALARM - HIGH RISE	Alarm	1.0	0.28%	0.00%
FIRE ALARM - RES	Alarm	49.0	13.61%	0.00%
FIRE ALARM PROBLEM	Fire	3.0	0.83%	0.00%
FIREWORKS	Fire	2.0	0.56%	0.00%
GUNSHOT INJURIES	Medical	1.0	0.28%	0.00%
HAZMAT - INVESTIGATION	Fire	1.0	0.28%	0.00%
HEART PROBLEMS	Medical	1.0	0.28%	0.00%
HEMORRHAGE	Medical	4.0	1.11%	0.00%
HYDRANT LEAKING	Fire	2.0	0.56%	0.00%
ILLEGAL BURNING	Fire	1.0	0.28%	0.00%
INVESTIGATION - FD	Fire	1.0	0.28%	0.00%
LACERATION	Medical	2.0	0.56%	0.00%
LIFT ASSIST	Fire	6.0	1.67%	0.00%
MEDICAL AID	Medical	25.0	6.94%	0.00%
MEDICAL ALARM	Alarm	9.0	2.50%	0.00%
MOVE-UP	Other	1.0	0.28%	0.00%
NAT GAS LN BRK - OUTSIDE	Fire	2.0	0.56%	0.00%
NAT GAS ODOR	Fire	1.0	0.28%	0.00%
NON-BREATHER	Medical	1.0	0.28%	0.00%
ODOR INVESTIGATION	Fire	3.0	0.83%	0.00%
OVERDOSE	Medical	3.0	0.83%	0.00%
PERSON DOWN	Medical	5.0	1.39%	0.00%
PSYCHIATRIC / ABNORM ..	Medical	1.0	0.28%	0.00%
PUBLIC SERVICE	Fire	4.0	1.11%	0.00%
RESCUE - OTHER	Rescue	5.0	1.39%	0.00%
RESCUE - TC	Medical	4.0	1.11%	0.00%
RESCUE - TC EXPANDED	Other	2.0	0.56%	0.00%
RESCUE - TECHNICAL	Rescue	1.0	0.28%	0.00%
SEIZURE	Medical	3.0	0.83%	0.00%
SEXUAL ASSAULT	Medical	1.0	0.28%	0.00%
SICK PERSON (SPEC DIAG)	Medical	27.0	7.50%	0.00%
SMOKE CHECK	Fire	5.0	1.39%	0.00%
SNAKE REMOVAL	Fire	16.0	4.44%	0.00%
STROKE (CVA)	Medical	3.0	0.83%	0.00%
STRUCTURE FIRE - APT / C..	Fire	1.0	0.28%	0.00%
STRUCTURE FIRE - COMM	Fire	2.0	0.56%	0.00%
STRUCTURE FIRE - RES	Fire	3.0	0.83%	0.00%
SUICIDE ATTEMPT	Medical	4.0	1.11%	0.00%
TC	Medical	16.0	4.44%	0.00%
TC - VEH VS PED	Medical	1.0	0.28%	0.00%
TRAUMATIC INJURIES	Medical	4.0	1.11%	0.00%
UNCONSCIOUS	Medical	5.0	1.39%	0.00%
VEGETATION FIRE	Fire	22.0	6.11%	0.00%
VEHICLE FIRE	Other	2.0	0.56%	0.00%
VEHICLE FIRE - LARGE	Fire	1.0	0.28%	0.00%
WATER PROB - FD	Fire	7.0	1.94%	0.00%
Grand Total		360.0	100.00%	0.00%



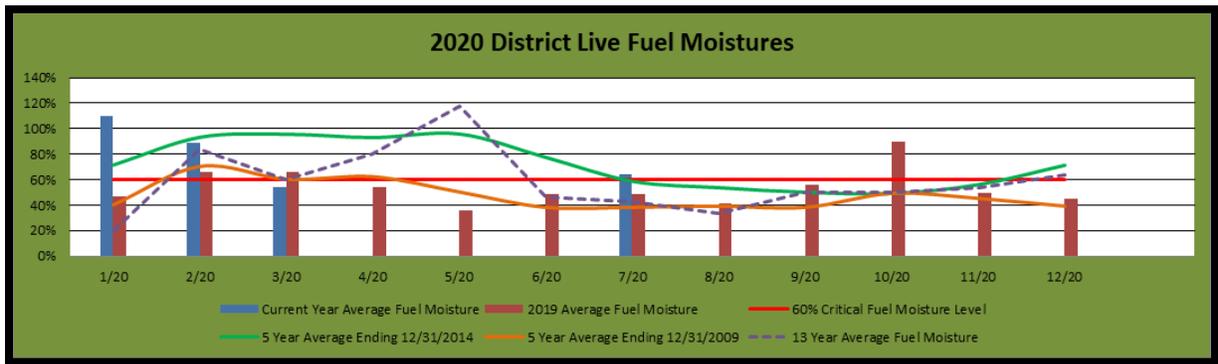
Rancho Santa Fe Fire Protection District Operations Report July 2020 Incident Reporting

Monthly Incident Map:



Alarm **Fire** **Medical** **Rescue** **Other**

Monthly Fuel Moisture:



Significant Incidents:

Date	Incident Type	Units Assigned:
7/16/2020	Vegetation fire in 4S Ranch (1 acre)	RSF, SDFD and Poway
7/24/2020	July Complex Fire - Modoc National Forest Red Salmon Complex - Trinity National Forrest	Capt. Nathan Sanford – Line Medic FFPM Richard La Fleur – Line Medic
7/31/2020	Apple Fire in San Bernardino Co.	6414C/BR261 Captain Paul Roman Eng. Kyle Carranza FFPM Samuel Stamy FFPM Josh Guzman



Rancho Santa Fe Fire Protection District Operations Report July 2020 Incident Reporting

Significant Incidents Continued:

Date	Incident Type	Units Assigned:
7/31/2020	Apple Fire in San Bernardino Co.	6414C Strike Team Leader Trainee BC Bruce Sherwood
7/31/2020	Apple Fire in San Bernardino Co.	6840A/OES Engine 336 Captain Chris Mertz Eng. Nathan Fritchle FFPM Alec Connelly FFPM Justin Cloyd

6414C/BR261



chiefmillerambassadors

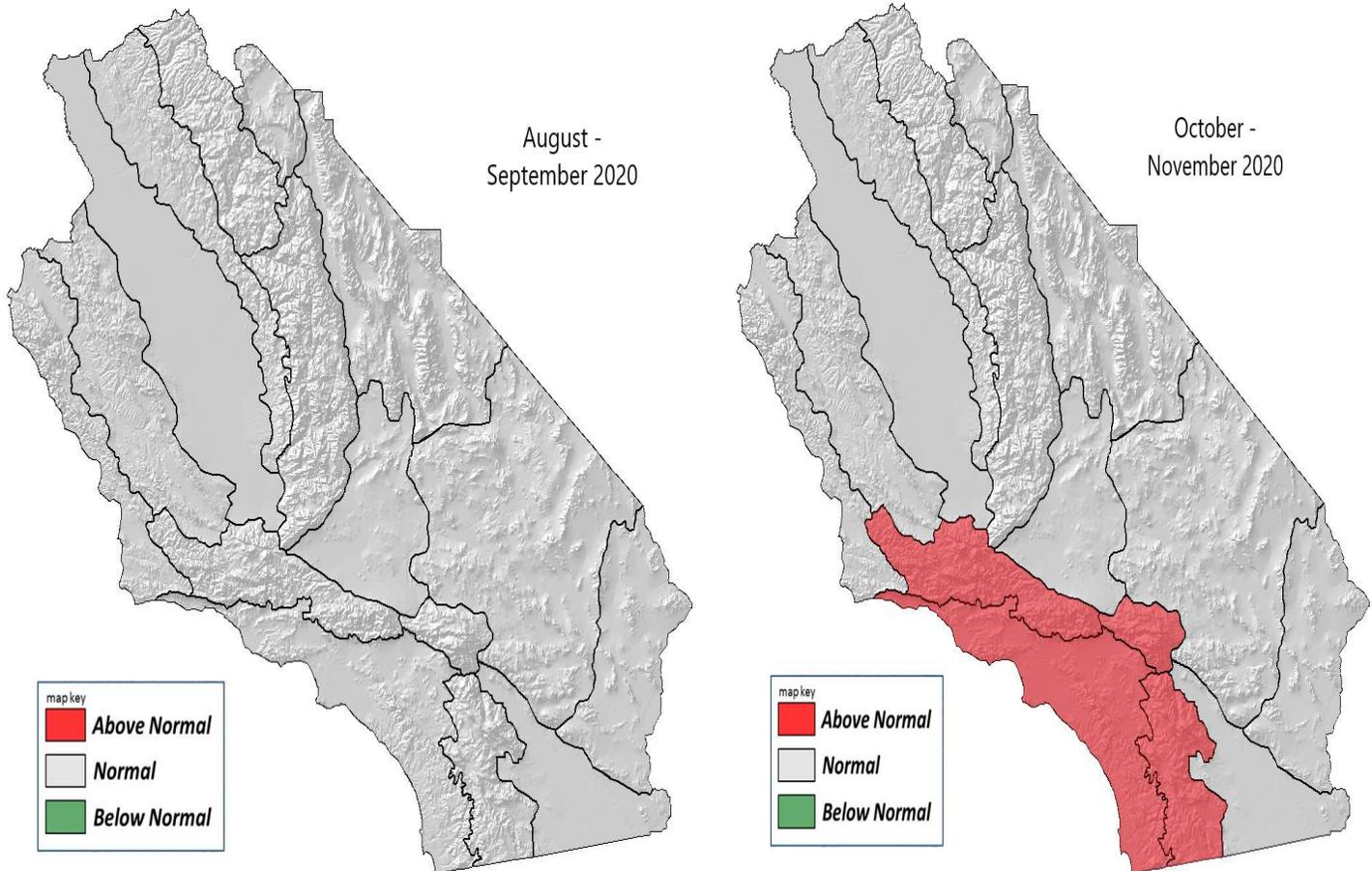
6840A/OES 336



ONSCENE.TV



SIGNIFICANT FIRE POTENTIAL



August - November 2020 HIGHLIGHTS

- *Temperatures near normal through September becoming above normal in October and November.*
- *Less monsoonal thunderstorms than normal through September.*
- *Below normal rainfall through the period.*
- *Above normal offshore wind events in October and November.*



WEATHER AND FUELS DISCUSSION

The strong subtropical high that is usually centered near the Four Corners Area during the summer months has been pushed further to the south and east than normal by a persistent trough over the Pacific Northwest. The center of this area of high pressure has been shifting back and forth between Arizona and the southeastern States. However, it has been centered primarily over Texas most of July. The ridge was at its strongest July 10th – July 12th and again from July 30th – July 31st when many record high temperatures were set, especially across interior portions of the area. Most days had near to slightly below normal temperatures during the month and overall temperatures came in near normal just like in June (Fig 1). There were no monsoonal showers or thunderstorms this month since the center of the high pressure area did not make it far enough north and west to bring abundant moisture in. However, several weak areas of low pressure formed off the California Coast bringing daily isolated afternoon thunderstorms to the High Sierra from July 15th – July 26th. Most of the region received no rainfall this month and thus well below normal rainfall (Fig 2). The only exception was across the Eastern Sierra, where they received near normal rainfall. Just like for the past couple of months, there has been no change to our drought situation (Fig 3). No drought continued across all of Southern California and the Central California Coast. Abnormally dry to moderate drought conditions continued for the interior parts of Central California north of Kern County. Due to the absence of monsoonal showers, the 1000 hour dead fuel moisture has dropped to between the 10th and 3rd percentile away from the coastal areas (Fig 4). There were record low 100 hour dead fuel moistures across most the region July 10th – July 12th and again from July 30th – July 31st when well above normal temperatures combined with humidity in the single digits (Fig 5 next page). The live fuel moisture continued to plummet and now most locations are between 70% and 90%, with isolated areas in the old growth between 60% and 70%. This is near normal for the end of July (Fig 6 next page).



Fig 1: June 30th - July 29th Temperature (% of Ave.)



Fig 2: June 30th - July 29th Precipitation (% of Ave.)

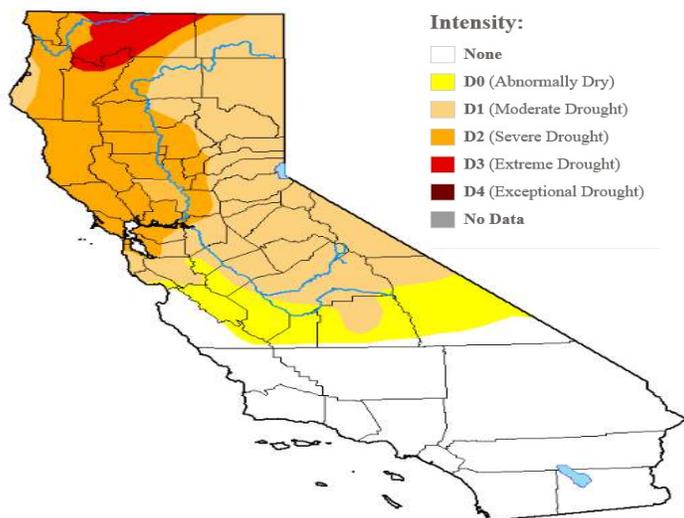


Fig 3: Drought Monitor July 30th, 2020

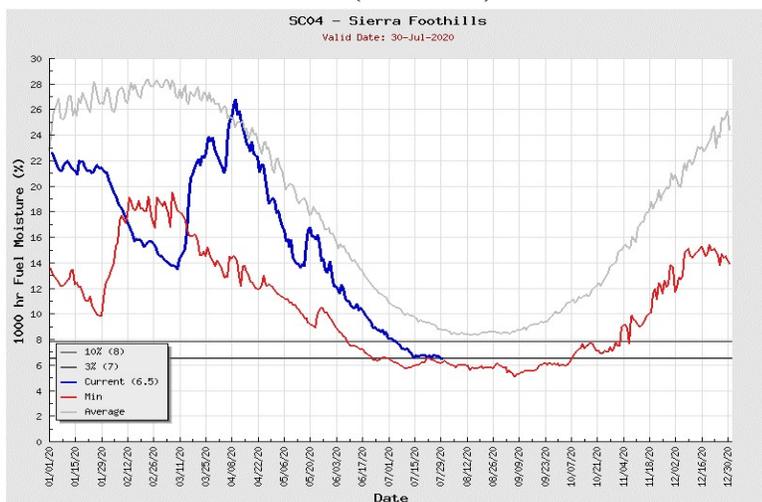


Fig 4: Sierra Foothills 1000 hr dead fuel moisture July 30th

SOUTH OPS OUTLOOK

Little change from current sea surface temperatures are expected into the fall months (Fig 7). Near normal temperatures are expected to continue across Central and Southern California through September, since sea surface temperatures remain near normal off the West Coast (Fig 7). Little in the way of monsoonal showers and thunderstorms are expected through September, since the trough over the Pacific Northwest is expected to remain in place keeping the center of the high too far south and east of the region to bring in abundant moisture from the southeast. Also, the sea surface temperatures over the Equatorial Pacific remain below normal, which will prevent abundant moisture from coming into the area from the Pacific Ocean to our south (Fig 7). Sea surface temperatures continued to warm over the past month in the Gulf of Alaska and they are now well above normal (Fig 7). Thus, above normal temperatures and below normal rainfall is likely during October and November as strong high pressure will likely set up off the California Coast. This strong high will deflect troughs into the Pacific Northwest and then down into the Great Basin bringing an above normal amount of Santa Ana wind events to Southern California. Due to more offshore wind events than normal as well as above normal temperatures and little in the way of rainfall, there will be an above normal large fire potential across Southern California from the mountains westward in October and November.

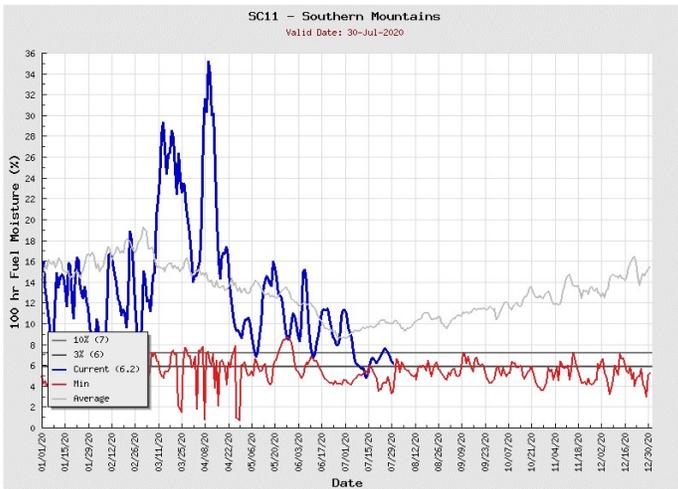


Fig 5: Southern Mountains 100 hr dead fuel moisture July 30th

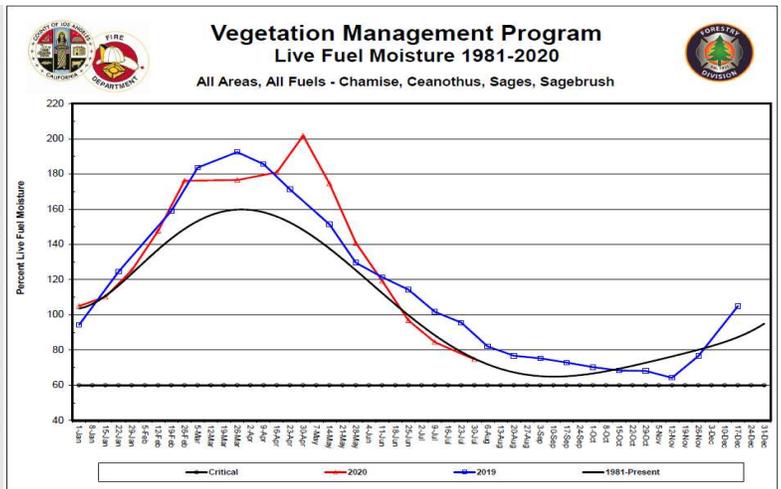


Fig 6: LA County Live Fuel Moisture July 31st

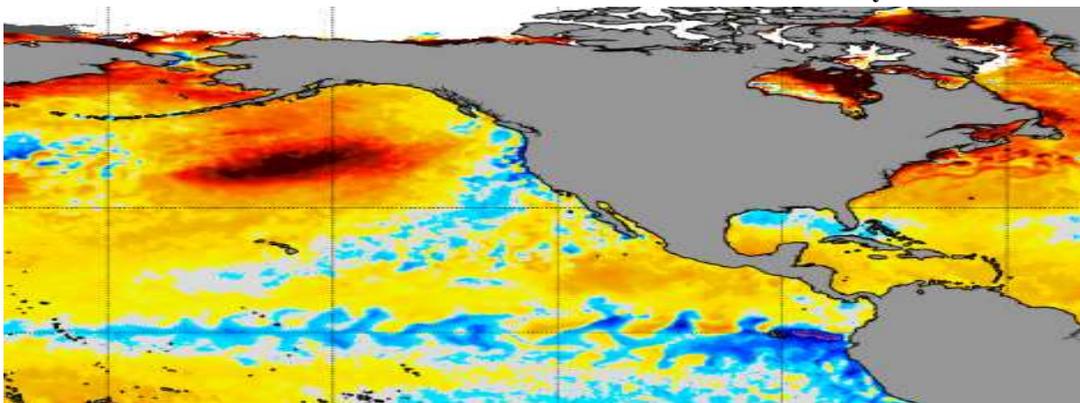
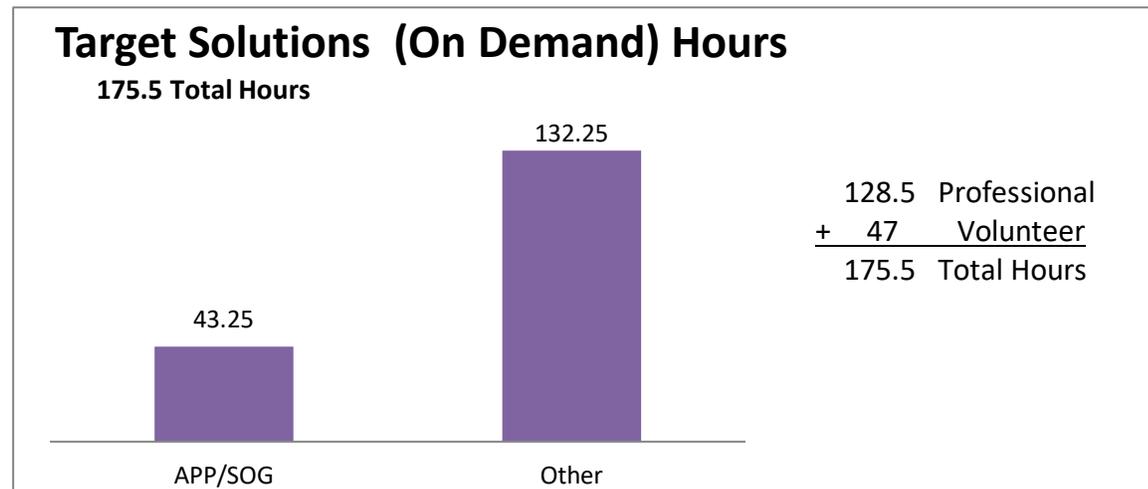
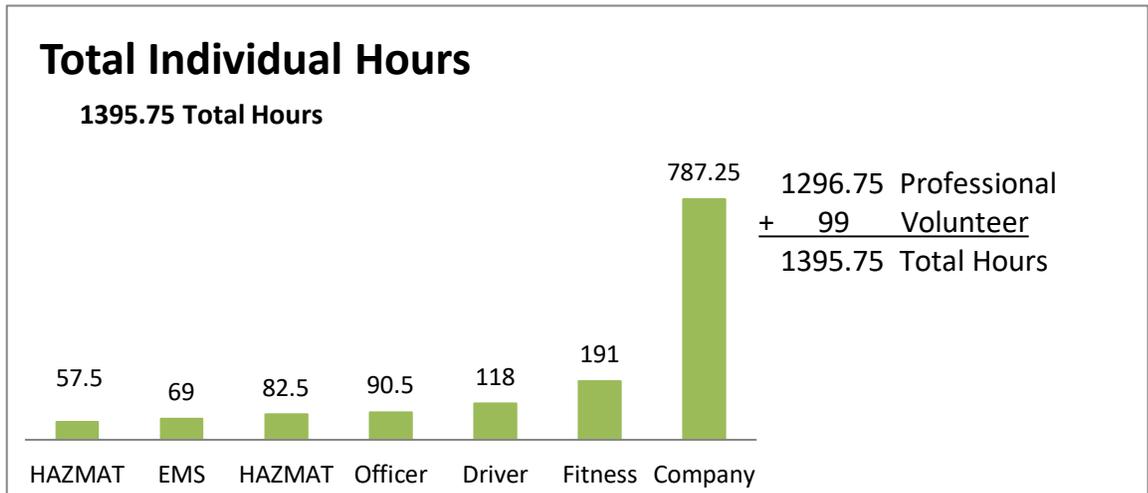
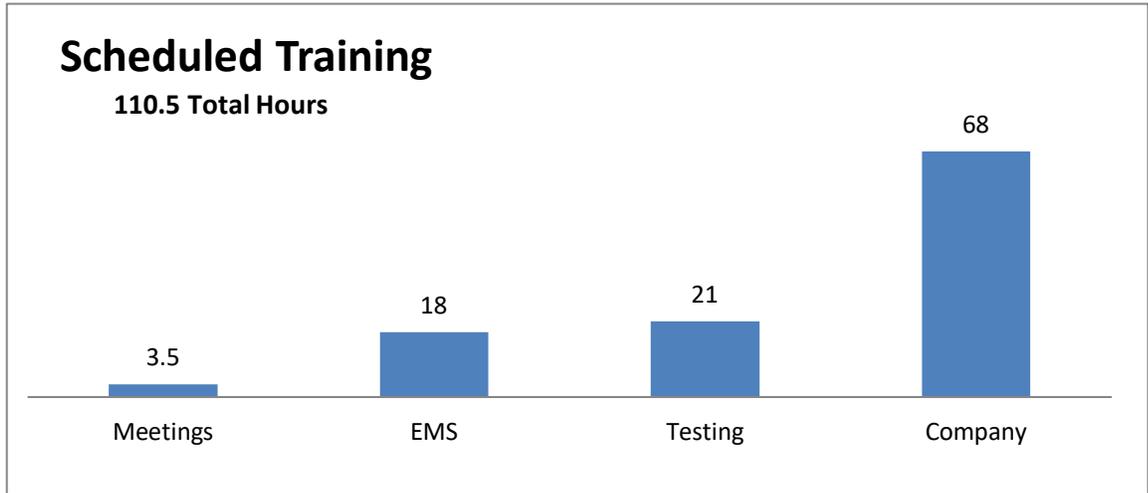


Fig 7: Sea Surface Temperature Anomaly, July 27th, 2020

Training Division July 2020

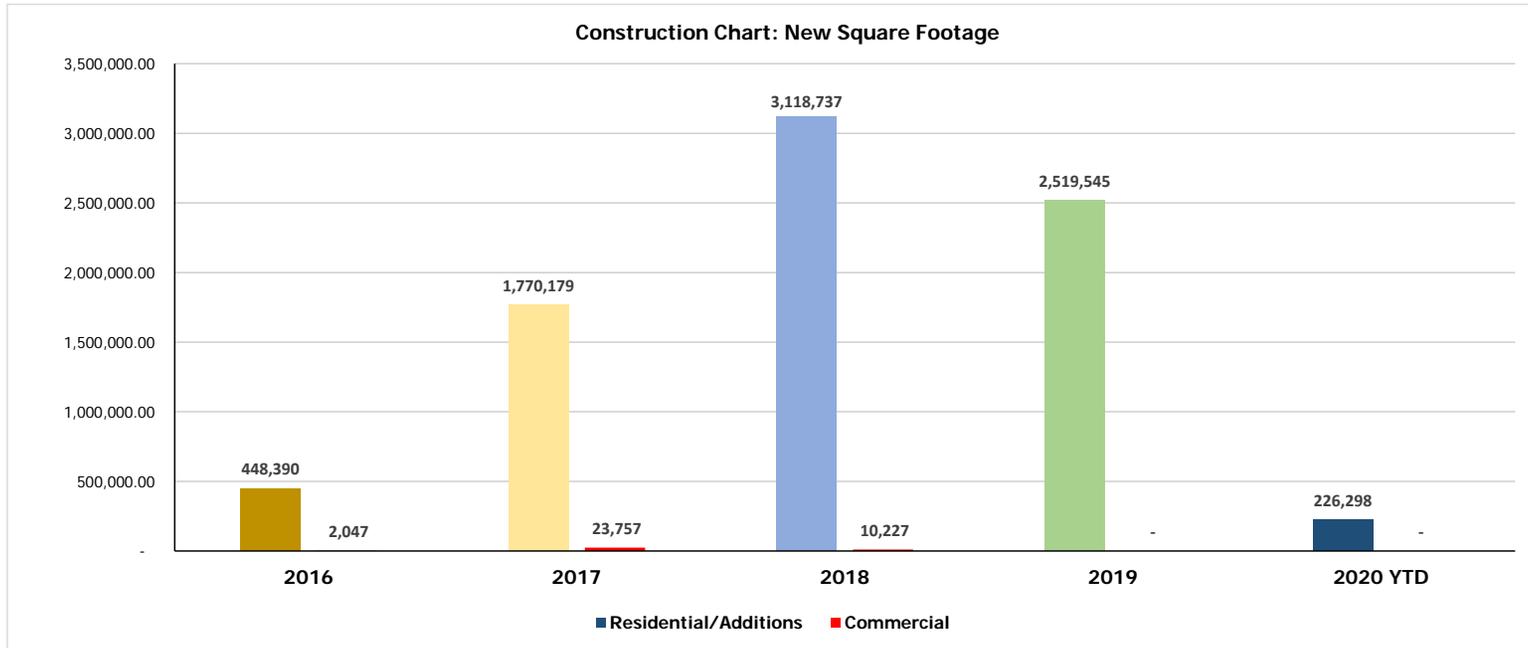


See next page for description

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
 July 2020



Total New Square Footage Only (*Reflected in Chart Above)

Year	Res/Add	Comm	Total
2016	448,390	2,047	450,437
2017	1,770,179	23,757	1,793,936
2018	3,118,737	10,227	3,128,964
2019	2,519,545	-	2,519,545
2018 YTD	1,764,148	600	1,764,748
2019 YTD	1,170,726	-	1,170,726
2020 YTD	226,298	-	226,298

2020 Total New Square Footage Only

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2020	29,226	41,043	38,102	25,751	38,400	6,690	47,086					

Comparison 2019/2020 Total Reviewed Square Footage

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2019	240,861	691,306	274,736	307,024	412,556	248,869	287,395	424,065	250,518	742,439	440,335	137,995
2020	40,748	86,593	145,794	76,506	54,651	42,950	47,086					

PLAN REVIEWS					
Plan Type	No. of Reviews	Resubmittals	Staff Hours	No. of Structures	Approved New SQFT (Mit Fees)
New Residential	14	3	5	7	30,323
Additions/Remodels	10	2	3	3	8,780
New Commercial	-	-	-	-	-
Commercial T.I.	2	-	1	-	-
Tents/Special Events	-	-	-	-	-
Rack Storage	-	-	-	-	-
Preliminary	3	1	1	-	-
Fire Suppression Systems	8	7	7	-	-
Alarms	1	-	-	-	-
Landscaping	30	-	-	-	-
Grading/Mylars/Improvement Plans	4	5	6	-	-
Underground	-	-	-	-	-
Hood System	-	-	-	-	-
Tanks	-	-	-	-	-
Cell Sites	-	-	-	-	-
DSS/CCL	-	-	-	-	-
DPLU	-	-	-	-	-
Solar Panels	-	-	-	-	-
High Piled Storage	-	-	-	-	-
High Hazard/Communications/Other	-	-	-	-	-
Spray Booth	-	-	-	-	-
TOTAL	72	18	23	10	39,103
TOTAL PLAN REVIEWS:		90			

Fire Prevention Bureau Monthly Activity Summary
July 2020

INSPECTIONS	
Inspection Type	No. of Inspections
Alarms	9
Fire Supression Systems	33
Building Construction	36
Landscaping	2
Tent/Special Event	-
Gates/Knox	-
Site Visit	-
Technical Report/FPP	-
Underground	8
Annual Inspection	-
Other	1
TOTAL	89

Fire Prevention Bureau Monthly Activity Summary
July 2020

SPECIAL PROJECTS	
Project Type	No. of Projects
Grants	1
GIS	2
Forms (Updates/New)	-
Project Research	2
Computer Programming/I.T.	-
Emergency Response Support	-
Annual Mailer (Weed Abatement)	1
Board Report Formating/ Design	32
Other	1
Other	1
TOTAL	40

Fire Prevention Bureau Monthly Activity Summary
July 2020

MEETINGS	
Meeting Type	No. of Meetings
H.O.A	2
Staff	-
Board	-
On-Site Project Meetings	6
In-Office Project Meetings	-
Weed Abatement	3
County	6
Code Development	-
Support/I.T. Development	-
San Diego County FPO's	27
Community Stakeholder Meetings	-
Other	-
TOTAL	44

TRAINING/EDUCATION	
Class Name	Dates
TOTAL	

Fire Prevention Bureau Monthly Activity Summary
July 2020

PREVENTION / PUB ED	
Activity	Number
Phone Calls	783
Emails	2,422
TOTAL	3,205

WEED ABATEMENT	
Activity	No. of Inspections
Weed Abatement Inspection	396
Weed Abatement Reinspection	267
1st Notice	13
Final Notice	109
Posting	24
Forced Abatement	-
TOTAL	809

Fire Prevention Bureau Monthly Activity Summary
July 2020

ADMINISTRATIVE SERVICES/OFFICE SUPPORT	
Activity	No. Completed
Phone Calls	463
Correspondence	
Walk in/Counter	115
Knox Application Request	
Burn Permits	-
Plan Accepted/Routed	90
Special Projects	-
Scanning Documents/Electronic Files	
Meetings: Admin/Prevention/Admin Shift	-
Post Office Runs	-
Deposit Runs/Preparations	
TOTAL	668

TO: BOARD OF DIRECTORS
FRED COX, FIRE CHIEF

FROM: DAVE MCQUEAD, DEPUTY CHIEF

SUBJECT: ACCEPTANCE OF GRANT

DATE: AUGUST 13, 2020

**RECOMMENDATION**

Staff recommends the acceptance of the 2020 Assistance for Firefighters Grant –COVID-19 Supplemental Program (AFG-S) Award Letter. Acceptance of the AFG-S will allow the reimbursement of \$26,369.50 toward expenses incurred for personal protective equipment during the COVID-19 pandemic.

BACKGROUND

On April 28, 2020, The Department of Homeland Security (DHS) and the Federal Emergency Management Agency (FEMA) opened for grant applications towards the funding of the Fiscal Year 2020 Assistance to Firefighters Grant – COVID-19 Supplemental Program (AFG-S) to help provide personal protective equipment to firefighters and first responders who are managing emergencies during the Coronavirus pandemic. The application deadline was set for May 15, 2020 and therefore required the District to submit an application reflecting expenses for any current and future needs dictated by COVID-19 in the amount of \$60,934.71. The grant arrangement is a “Cost Share” requiring 10% from the District for any or all line items accepted by FEMA. All line items submitted in the application are at the discretion of FEMA to accept or decline.

CURRENT SITUATION

On August 5, 2020, the District was notified that the grant application under the Fiscal Year 2020 Assistance to Firefighters Grant – COVID-19 Supplemental Program (AFG-S) was accepted:

Agreement No. EMW-2020-FG01289

“Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year 2020 Assistance to Firefighters Grant Program - COVID-19 Supplemental (AFGS) has been approved in the amount of \$26,369.50 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 10.0% of the Federal funds awarded, or \$2,636.95 for a total approved budget of \$29,006.45.”

Total Grant Application Request:	\$60,934.71
Total Grant Award from FEMA:	<u>\$26,369.50</u>
District Cost after Grant Award:	\$34,565.21

STAFF REPORT

NO. 20-16

TO: BOARD OF DIRECTORS
 FRED COX, FIRE CHIEF
FROM: DAVID LIVINGSTONE, BATTALION CHIEF
SUBJECT: BUDGET AUTHORIZATION - VEHICLE REPLACEMENT - PURCHASE
DATE: AUGUST 13, 2020



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

Description	FY 21 Budget	Funding Request	Funding Source	Action Requested
(1) F250 XLT (2) Radios, Shell, Command Module and Emergency Lighting Package		\$38,335.43 <u>*\$36,000.00</u> \$74,335.43 <i>*not to exceed</i>	85% Fire Mitigation Funds 15% Fleet Reserves	Authorize Purchase
JUSTIFICATION for Funding Request: See summary below				

RECOMMENDATION

Staff seeks authorization to purchase (1) Utility/Command Vehicle with Shell, Command Module, Radios and Emergency Lighting Package. This Command Vehicle will be utilized by the Training Battalion Chief and available for emergency response. The current Training Battalion vehicle will be repurposed as a utility truck for the district. This vehicle will be purchased through the State of California Contract, 1-18-23-20 (A-I) F.O.B Sacramento Line 24, and will include the following:

- Total vehicle cost including tax and fees \$38,335.43
- Shell, Command Module, Mobile Radios, Emergency Lighting Package. *(no to exceed)* \$36,000.00
 - Total Cost \$74,335.43

BACKGROUND

With the reorganization of Elfin Forest/Harmony Grove along with the growth of the district due to this reorganization, it is deemed necessary for an additional utility vehicle. Also with this growth, the potential for a major incident, or multiple incidents at the same time has increased. Due to growth and incident potential, the availability of multiple Command Vehicles is essential.

Rancho Santa Fe Fire Protection District

POLICY HANDBOOK

SERIES 3000: OPERATIONS
POLICY TITLE: Allowance for Bad Debts and Write Offs Policy
POLICY NUMBER: 3045

Policy and Purpose. This policy is needed to ensure proper accounting for bad debts and write offs. This policy is also intended to recognize a bad debt when a receivable is no longer collectible, while the District retains the right to collect funds should the circumstances change. This policy shall expire at June 30, 2024.

3045.1 Definitions. Unless the contrary is stated or clearly appears from the context, the following definitions govern the construction of the words and phrases used in this Policy.

- A. "Accounts Receivable " – monies owed to the District for goods, services or other contractual obligations
- B. "Delinquent" – being overdue in payment
- C. "Due Diligence" – process in which there is an attempt to collect on a past due account.
- D. "Reserve" – funds set aside to provide for future debt payments
- E. "Write off" – canceling an amount, removing it from financial records

3045.2 Procedures

- A. All accounting entries for uncollectible accounts, any reserves for uncollectible accounts and/or the write-off of uncollectible accounts will be initiated by the Accounting Specialist.
- B. When an accounts receivable is ultimately determined uncollectible, and due diligence for collection has taken place, the Finance Manager in concurrence with the Fire Chief, will authorize that the receivable shall be written-off. When the account is written-off, the accounts receivable account should be credited and the "Bad Debt" expense shall be debited.
- C. Approval for write-off transactions has been delegated to the Finance Manager.

3045.3 Write off Schedule

- A. All accounting entries for uncollectible accounts shall be reviewed and prepared at the end of each fiscal year, ensuring the accounts receivable balance and bad debt expense are appropriately stated.
- B. The write off schedule should include the following:
 - 1. Date
 - 2. Fiscal Year
 - 3. Name of Debtor
 - 4. Amount Owed by Debtor
 - 5. Acceptable reason for write off, e.g. Exhausted efforts; No assets in the foreseeable future; Bankruptcy, etc.

3045.4 Term

- A. This policy is retroactive to the FY2019-2020 financials.

APPROVED: Board of Directors held TBD
ATTEST:

STAFF REPORT

NO. 20-17

TO: BOARD OF DIRECTORS
FROM: FRED COX, FIRE CHIEF
SUBJECT: ADMINISTRATIVE CITATION PROGRAM
DATE: AUGUST 13, 2020



RECOMMENDATION

Staff recommends the Administrative Citation Ordinance and Schedule of Fines proceed with the District's ordinance adoption process.

BACKGROUND

Fire Marshal Donner, the Fire Prevention staff and legal counsel have worked to develop the documents presented to implement the Administrative Citation program. Currently there is limited options for gaining compliance on businesses or residents that refuse to come into compliance with The California Code of Regulations Title 24, or the San Diego County Consolidated Code. The administrative citation provides a mechanism for gaining compliance through the use of a citation process. An administrative citation is resolved through the payment of a fine and there is no resulting criminal record, probation, or threat of jail.

CURRENT SITUATION

The Fire Prevention Bureau conducts multiple inspections annually. Since there are limited options, prevention personnel conduct multiple re-inspections in an attempt to gain compliance with business owners and residents that remain non-compliant to the fire code. If the business is a state regulated occupancy, the non-compliant businesses are being referred to The Office of the State Fire Marshal for assistance with gaining compliance. If the business is not a state regulated occupancy, we have attempted to gain compliance through The County of San Diego Code Enforcement Division. They in turn have directed us to develop an administrative citation procedure.

The following attachments outline the entire program. This includes the ordinance, the citation procedure, and a schedule of fines, supporting forms for hardships waivers and request for hearing, and a collection agreement with States Recovery Systems who will be responsible for the collection of any non-paid fees.

The ordinance and all attachments have been reviewed and approved to move forward by the District's Legal Counsel.

ORDINANCE NO. 2020-02

AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE RANCHO SANTA FE FIRE PROTECTION DISTRICT ADOPTING AN ADMINISTRATIVE CITATION PROGRAM.

WHEREAS, The Rancho Santa Fe Fire Protection District (“RSFFPD”) finds that enforcement throughout RSFFPD of all Ordinances, including such Ordinances that have adopted codes by reference, as well as any applicable State codes, is an important public service; and

WHEREAS, RSFFPD believes that code enforcement is vital to the protection of the public’s health, safety, and quality of life; and

WHEREAS, RSFFPD recognizes that code enforcement depends upon the codification of regulations that can be effectively applied in administrative and judicial proceedings; and

WHEREAS, RSFFPD further finds that a comprehensive code enforcement system that uses a combination of judicial and administrative remedies is critical to gain compliance with code regulations.

NOW THEREFORE, the Board of Directors of the Rancho Santa Fe Fire Protection do hereby ordain as follows:

1. **Applicability**

A. This Ordinance provides for Administrative Citations, which are in addition to all other legal remedies, criminal or civil, which the District may pursue to address a violation of the Code. Use of this Ordinance is at the sole discretion of the District. This Ordinance is authorized under Government Code Sections 53069.4 and Health and Safety Code Sections 13861(h) and (i), 13870 and 13871.

2. **Definitions**

The following words and phrases whenever used in this Ordinance shall be construed as defined in this Section, unless it shall be apparent from the context that a different meaning is intended or unless a different meaning is specifically defined elsewhere in this Ordinance and specifically stated to apply:

A. “Administrative Citation” means a citation issued by a Fire Official for violation of Code after reasonable time to correct as set forth in Section 3.

B. “Board” means the Board of Directors of the Rancho Santa Fe Fire Protection District.

C. “District” means RSFFPD.

D. “Code” means any RSFFPD Ordinance, the California State Fire Code, or the Health and Safety Code, or any condition of approval placed on development regarding the foregoing.

E. “Continuing Violation” means any violation of the Code when the violation pertains to building, plumbing, electrical, weeds, fire hazards, or other similar structural or zoning issues, that do not create an immediate danger to health or safety.

F. “Fire Official” means RSFFPD, the Fire Chief, and any other designated agents or representatives, including but not limited to the Deputy Chief, Division Chiefs, Fire Marshal, Fire Prevention Specialist or any other employee of RSFFPD with the authority to enforce the Code.

G. “Fire Marshal” means an employee of the RSFFPD so designated by the Fire Chief.

H. “Hearing Officer” means the hearing officer appointed under section 8 of this ordinance.

I. “Fire Chief” means an employee of the RSFFPD designated by the Board as such and who supervises the Fire Marshal, Fire Officials, and appoints the Hearing Officer.

J. “Notice of Violation” means the written notice provided to a Responsible Person that a continuing violation of the Code pertaining to building, plumbing, electrical, weeds, fire hazards, or other similar structural or zoning issues that does not create an immediate danger to health or safety exists.

K. “Responsible Person” means the owner, tenant, operator or person or entity otherwise in charge and control of property that is the subject of a violation, or who is otherwise causing, permitting or aiding and abetting in any violation of the Code.

3. Administrative Citation

A. Authority. Whenever a Fire Official determines that a violation of the Code has occurred, other than a Continuing Violation, the Fire Official has the authority to issue an Administrative Citation to the Responsible Person causing or permitting the violation concurrently with an administrative fine and an Administrative Citation for each subsequent violation.

B. Code Violation. When the Fire Official determines a continuing violation of this Code exists, the Fire Official shall issue a Notice of Violation requiring the Responsible Person to immediately cease and abate the Continuing Violation. The Responsible Person shall have ten (10) days or such time as the Fire Official deems reasonable, after which time an Administrative Citation and administrative fine may be issued.

C. Contents of Citation. Each Administrative Citation shall contain the following information:

- i. The date of the violation.
- ii. The address or a definite description of the location where the violation occurred.
- iii. The section of the Code violated and a description of the violation.

- iv. The amount of the fine, if applicable, for the Code violation.
- v. A description of the fine payment process, including a description of the time within which and the place to which the fine shall be paid.
- vi. An order prohibiting the continuation or repeated occurrence of the Code violation described in the Administrative Citation.
- vii. A description of the Administrative Citation review process, including the time within which the Administrative Citation may be contested and the place from which a request for hearing form to contest the Administrative Citation may be obtained.
- viii. The name and signature of the citing Fire Official.

D. Delivery of Notice of Violation or Administrative Citation. The notice of violation or Administrative Citation shall be delivered either of the following methods:

- i. Personally served on the Responsible Party, or
- ii. Sent by first class certified mail to the Responsible Person, as shown on the County Tax Assessor’s Roll or otherwise known to the Fire Official. Notice will be effective on the date of mailing.

The failure of a Responsible Person to receive any notice served in accordance with this section shall not affect the validity of any proceedings taken under the Code.

E. Dismissal of Citation. At any time before the hearing, if the Fire Chief or designee determines that there was no violation as charged in the Administrative Citation or that the Administrative Citation should be dismissed in the interest of justice, the Fire Chief or designee shall dismiss the Administrative Citation, cancel the hearing, and refund any Administrative Citation fine.

4. Amount of Fine

A. Maximum Amount of Fine. The maximum amount of the fine imposed for each Code violation under this ordinance shall be as set forth by Board ordinance or resolution.

B. Additional Amounts. In addition to the fine amount, the Responsible Person shall be liable to the District for all administrative costs, including, but not limited to, interest, late payment charges, costs of compliance re-inspections, and collection costs. These additional amounts include:

- i. Administrative costs: based on time spent by RSFFPD staff, and supervisors, at the full cost hourly rate of each employee, including salary, benefits and overhead.
- ii. Late payment charges: due at the rate of ten percent (10%) per month.
- iii. Compliance re-inspection: based on staff time at the full cost

hourly rate.

- iv. Collection costs: actual collection costs.
- v. Reasonable attorney fees and costs.

C. Discretion of Hearing Officer—Factors in establishing fine. In determining the amount of the fine and additional amounts that may be owing, the Hearing Officer has the discretion to set the fine lower than the maximum amount, or to reduce the additional costs, based on one or more of the following factors:

- i. The duration of the violation;
- ii. The frequency, recurrence and number of violations, related or unrelated, by the Responsible Party;
- iii. The seriousness of the violation;
- iv. The good faith efforts of the Responsible Party to come into compliance;
- v. The economic impact of the fine on the Responsible Party;
- vi. The impact of the violation on the community health and safety; and
- vii. Such other factors as justice requires.

5. Payment of the Fine

A. Due Date. The fine shall be paid to the District within thirty (30) days following the date of the Administrative Citation. The Fire Official may (but shall not be obligated to) suspend the imposition of fines for any period of time during which the Responsible Party has filed for necessary permits, and such permits are required to achieve compliance, and the permit applications are actively pending before the appropriate governmental agency.

B. Refund. The District shall refund a fine paid if the Hearing Officer determines, after a hearing held under Section 9 hereof, that the person charged in the Administrative Citation was not responsible for the violation or that there was no violation as charged.

C. Further Violations Not Excused. Payment of a fine under this chapter shall not excuse or discharge any continuation or repeated occurrence of the Code violation.

6. Hearing Request

A. Hearing Request. A person who receives an Administrative Citation may contest the citation on the basis that there was no violation of the Code or that he or she is not the Responsible Person. To contest the Administrative Citation, the person shall submit a request for hearing to the District's Board Clerk within thirty (30) days following the date of the Administrative Citation. The request form may be obtained from the Administrative office of the District. The completed request must be submitted together with either an advance deposit of

the fine or notice that a request for an advance deposit hardship waiver has been filed under Section 7 hereof.

B. Notice of Hearing. The person requesting the hearing shall be notified, in writing, of the time and place set for the hearing at least ten (10) days before the date of the hearing.

C. Additional Reports. If the Fire Official submits an additional written report concerning the Administrative Citation to the Hearing Officer for consideration at the hearing, then a copy of this report also shall be provided to the person requesting the hearing at least five (5) days before the date of the hearing.

7. Advance Deposit Hardship Waiver

A. Request for Waiver. A person who intends to contest an Administrative Citation under Section 6 hereof and who is financially unable to make the required advance deposit of the fine may file a request for an advance deposit hardship waiver under this section.

B. Filing. An advance deposit hardship waiver shall be filed with the District's Board Clerk on a form provided by the District. The application submitted shall include an affidavit, together with any supporting documents or materials, demonstrating the person's actual financial inability to deposit with the District the full amount of the fine. The waiver form shall be filed within ten (10) calendar days following the date of the Administrative Citation.

C. Deposit Requirement Stayed. The requirements of depositing the fine shall be stayed unless or until the District makes a determination not to issue the advance deposit hardship waiver.

D. Standard for Waiver. The Fire Chief may waive the requirement of an advance deposit under Section 6 hereof and issue the waiver only if the evidence submitted demonstrates to the satisfaction of the Fire Chief of the person's actual financial inability to deposit with the District the full amount of the fine in advance of the hearing.

E. Written Determination. The Fire Chief shall issue a written determination listing the reasons for his or her determination to issue or not issue the advance deposit hardship waiver. The written determination of the Fire Chief is final. The written determination shall be served upon the person who applied for the waiver.

F. Deposit Required If Waiver Denied. If the Fire Chief determines not to issue a waiver, the person cited shall deposit the fine with the District's Board Clerk within ten (10) days following the date of that decision or thirty (30) days following the date of the Administrative Citation, whichever is later.

8. Hearing Officer

A. Hearing Officer. The Fire Chief shall designate the Hearing Officer for the Administrative Citation hearing. The Hearing Officer shall be an impartial person selected from one of the following categories:

- i. An employee from the County of San Diego or a special district which has not been involved in the Code enforcement; or
- ii. A fire department employee from a neighboring agency; or
- iii. A person selected randomly from a panel of local attorneys who have been admitted to practice before the courts of this state for at least five (5) years willing to volunteer as a hearing officer; or
- iv. A person that the District utilizes for impartial hearing officer services.

B. Opposition to Hearing Officer. Should the person seeking the hearing reject, for good cause, the Hearing Officer selected by the District, then the Hearing Officer shall be hired from an organization which provides such hearing officer services and the cost therefore shall be shared equally by the District and the person seeking the hearing.

C. Compensation of Hearing Officer. The employment, performance evaluation, compensation and benefits of the hearing officer shall not be directly or indirectly conditioned upon or affected by decision rendered or the amount of Administrative Citation fines upheld by the hearing officer, if any.

9. Hearing Procedure

A. Setting the Hearing. A hearing before the Hearing Officer shall be set for a date that is not less than fifteen (15) days nor more than sixty (60) days following the date that the request for hearing is filed, unless agreed to by the Fire Official and the person seeking the hearing. The person requesting the hearing shall be notified of the time and place set for the hearing as soon as it is set, and at least ten (10) days before the hearing. If the Fire Official submits a written report concerning the citation to the Hearing Officer for consideration at the hearing, then a copy of the report shall be served on the person requesting the hearing at least five (5) days before the hearing. No hearing shall be held unless the fine has been deposited in advance, under Section 6(A) hereof, or an advance deposit hardship waiver has been issued under Section 7 hereof.

B. Failure to Appear. The failure of the person requesting the hearing to appear at the hearing shall constitute a forfeiture of the fine and a failure to exhaust his or her administrative remedies.

C. Hearing. The Administrative Citation and any additional report submitted by the Fire Official shall constitute prima facie evidence of the respective facts contained in those documents. At the hearing, the party contesting the Administrative Citation shall be given the opportunity to testify and to present evidence concerning the Administrative Citation. Technical rules of evidence shall not govern the proceedings before the Hearing Officer.

D. Continuance. The Hearing Officer may continue the hearing and may request additional information from the Fire Official or the person requesting the hearing before issuing the decision provided that the hearing shall not be continued for more than fifteen (15) days.

10. Hearing Officer’s Decision

A. Decision. After considering the testimony and evidence presented at the hearing, the Hearing Officer shall issue a written decision to uphold, dismiss or modify the Administrative Citation. The Hearing Officer shall state the reasons for the decision and shall send a copy of the decision to the person requesting the hearing, the Fire Official, and the District. The decision of the hearing officer shall constitute the District’s final administrative decision.

B. Status of Fine. If the Administrative Citation is upheld, then the fine amount on deposit with the District shall be retained by the District. If the fine has not been deposited because there was an advance deposit hardship waiver, the Hearing Officer shall set forth in the decision a payment schedule for the fine. If the Administrative Citation is dismissed, the District shall promptly refund the amount of any fine deposited, together with interest at the average rate earned on the District’s portfolio for the period of time that the fine was held by the District.

11. Late Payment Charges

A. Late Charges. Any person who fails to pay the District the fine imposed under this chapter on or before the date that fine is due is also liable for the payment of the applicable late payment charges set forth in Section 4 hereof.

12. Recovery of Administrative Citation Fines and Costs

A. Costs of Securing Payment. A person who fails to pay any fine or other charge owed to the District under this Ordinance is liable in any action brought by the District for all costs incurred in securing payment of the delinquent amount, including but not limited to administrative costs and reasonable attorney’s fees. Such collection costs are in addition to any fines, interest, and late charges.

B. Other Costs. In addition to the Administrative Citation fine, the District may collect its administrative costs, interest, late payment charges, costs of compliance re-inspections, and collection costs.

C. Collection. The District may collect any past due Administrative Citation fine and other costs and charges by any available legal means. The District may use a third party to collect the fines and fees.

13. Right to Judicial Review

A. Judicial Review. A person aggrieved by the Hearing Officer’s decision on an Administrative Citation may obtain review of the decision by filing a petition for review with the Superior Court in and for the County of San Diego within twenty (20) days after service of the final decision in accordance with the timelines and provisions set for in California Government Code Section 53069.4.

14. Notices

A. Method of Service. The Administrative Citation and all notices required to be given by the District pursuant to this ordinance shall be served on the Responsible Person either by:

- i. Personal service on the Responsible Person or the person requesting the hearing; or
- ii. By first class certified mail, return receipt requested.

B. Real Property. When real property is involved in the violation, any original notice and the Administrative Citation and all notices required to be given by this Ordinance shall be served on the Responsible Person and, if different, to the property owner at the address as shown on the last equalized county assessment roll. If personal service or service by mail on the property owner is unsuccessful, a copy of each notice and the citation shall be conspicuously posted at the property which is the subject of the violation. The District may, in its discretion, also serve notice on a tenant, a mortgagor or any other person having an interest in the property.

C. Failure to Receive Notice. The failure of a person to receive a required notice shall not affect the validity of any proceedings taken under this Ordinance.

15. Administrative fine schedule

A. Violation Penalties. Every person who violates any provision of any the Code is guilty of a misdemeanor. The imposition of one penalty for any violation shall not excuse the violation or permit such violation to continue and all such persons shall be required to correct or remedy such violations or defects within a reasonable time; and when not otherwise specified, each day that prohibited conditions are maintained shall constitute a separate offense.

B. Maximum Amount of Fine Not Listed. The maximum amount of the fine imposed for any violation not listed in Administrative Fee Schedule ordinance or resolution, as such may be amended from time to time, and may not exceed the maximum fine or penalty amounts for infractions set forth in Section 25132 and subdivision (b) of Section 36900 of the California Government Code.

C. Maximum Amount of Fine. The maximum amount of the fine imposed for each code violation under this ordinance shall be as established and amended from time to time by Board resolution.

16. Miscellaneous

A. Unenforceable. If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The Board hereby declares that it would have passed this Ordinance, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional.

B. No Waiver. Nothing in this Ordinance shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or Ordinance hereby repealed; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this Ordinance.

C. Vote. The Clerk of the Board is hereby ordered and directed to cause this Ordinance to be published. First read at a regular meeting of the Board of Directors of the Rancho Santa Fe Fire Protection District, held on **August 19, 2020**. A second reading and final adoption occurred at a regular meeting on _____, 2020, and ordered published in the manner required by law at the hearing and meeting on the _____, 2020 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

D. This Ordinance and the rules, regulations, provisions, requirements, orders, and matters established and adopted hereby shall take effect and be in full force and effect _____, 2020.

James H. Ashcraft
President

ATTEST:

Karlana Rannals
Board Clerk

Rancho Santa Fe Fire Protection District
Administrative Citation Schedule of Fines

PENALTIES		
FEE CODE	FEE DESCRIPTION	FEE
General Code Violations		
12.1	Administrative Citation 1 st Occurrence (Does Not Comply After Follow-up Inspection)	\$100
12.2	Administrative Citation 2 nd Occurrence (Does Not Comply After Follow-up Inspection)	\$200
12.3	Administrative Citation 3 rd Occurrence (For Each Additional Violation of the Same Ordinance within one year of the first violation)	\$500
Building and Safety Code Violations		
12.4	Administrative Citation 1 st Occurrence	\$130
12.5	Administrative Citation 2 nd Occurrence	\$700
12.6	Administrative Citation 3 rd Occurrence (For Each Additional Violation of the Same Ordinance within one year of the first violation)	\$1,300
12.7	Administrative Citation 4 th Occurrence (For Each Additional Violation of the same ordinance within two years of the first violation if the property is a commercial property, violation is due to failure by the owner to remove visible refuse or failure to prohibit unauthorized use of the property)	\$2,500
Required Special Event Permit		
12.8	Administrative Citation 1 st Occurrence (For the First Violation of an Event Permit Requirement)	\$150
12.9	Administrative Citation 2 nd Occurrence (For a Second Occurrence of the Same Violation of an Event Permit Requirement by the Same Owner or Operator within three years of the First Violation)	\$700
12.10	Administrative Citation 3 rd Occurrence (For Each Additional Occurrence of the Same Violation of an Event Permit Requirement by the Same Owner or Operator within three years of the First Violation)	\$2,500
Fireworks		
12.11	Any Violation Pertaining to Fireworks	\$1,000

Violation of an Event Permit Requirement Means Failure to Obtain a Permit Required for a Professionally Organized Special Event on Private Property that is Commercial in Nature, or from which the Owner or Operator Derives a Commercial Benefit

Commercial in Nature means that a primary purpose of the special event is to derive an economic benefit resulting from the holding of the event through admission charges or sales of merchandise that occur as part of the event.

Commercial Benefit means any remuneration received in exchange for allowing the property on which the event occurs to be used for the event, including any remuneration that results from the rental of the property for a term of less than 31 consecutive days.



Rancho Santa Fe Fire Protection District
 P. O. Box 410 | 18027 Calle Ambiente, Ste 101
 Rancho Santa Fe, CA 92067-0410
 858-756-5971

Cite No: F-

Administrative Citation

Date: _____ Time: _____ (Violation Observed) Case No.: _____

Warning 1st Citation (\$100) 2nd Citation (\$250) 3rd Citation (\$500) Subsequent (\$500)

Payment is due no later than 30 days from date of citation (See reverse side for payment instructions).

Correction of the violation(s) indicated below must be completed by: Date: _____ Time: _____
 If you fail to correct the violation(s) by this date, the next level citation may be issued.

Person Cited: Last	First	Middle	<input type="checkbox"/> Prop. Owner	<input type="checkbox"/> Tenant
			<input type="checkbox"/> Bus. Owner	<input type="checkbox"/> Other
Mailing Address:			Business Name (if Applic.):	
Violation Address:			Assessor's Parcel No.:	

Code Section Violated	Description of Violation
Incident #'s	
Incident Dates	

Correction (s) Required:

ENFORCING OFFICER:

Name: _____ Ph: (858) 756-5971 Signature: _____ Date: _____

Citation Served: In Person (To: _____) Posted on Property By Mail / Fax

See Reverse Side for information about Appeals and Payment of Penalty



Rancho Santa Fe Fire Protection District

P.O. Box 410 • 18027 Calle Ambiente • Rancho Santa Fe • California 92067-0410
Tel. (858) 756-5971 • Fax (858) 756-4799

Board of Directors
James Ashcraft, President
John Tanner
Nancy Hillgren
Randall Malin
Tucker Stine

Fire Chief
Fred Cox

REQUEST FOR HARDSHIP WAIVER FOR ADVANCE DEPOSIT OF CITATION FINE

If the recipient of an administrative citation issued by the Rancho Santa Fe Fire Protection District is financially unable to make an advance deposit of the fine amount prior to the Fire Chief’s administrative review, the recipient may request an advance deposit hardship waiver. The request for a waiver must be filed within 30 calendar days of the citation date. Please complete, sign and return this application form and supporting documents to the address or fax number below or email to rannals@rsf-fire.org.

Citation recipient’s name: _____ Citation date: _____

Citation recipient’s contact information:

Address: _____

Phone number: _____

Email: _____

1. Describe the circumstances demonstrating that advance deposit of fines would impose an undue hardship:

2. Attach a copy of the citation and any documents or information you would like the Controller consider in support of this application.

- Copy of citation attached
- Supporting documentation attached:
 - Federal income tax return (Form 1040, 1040A)
 - Verification of Social Security benefits
 - Verification of Supplemental Security Income
 - Welfare or General Assistance eligibility Notice of Action/income verification
 - Documentation of unemployment from Employment Development Department
 - Other (please specify):

Sign and date your application.

I declare under penalty of perjury that the reasons and supporting documents provided above are true and accurate to the best of my knowledge.

Signature: _____

Name (print): _____ Date: _____

The Fire Chief will determine within 10 days of receiving your application whether to grant or deny a waiver and provide the reason for the determination. We will provide a written determination to you and the charging official. The Fire Chief's written determination shall be a final administrative determination.



Rancho Santa Fe Fire Protection District

P.O. Box 410 • 18027 Calle Ambiente • Rancho Santa Fe • California 92067-0410
Tel. (858) 756-5971 • Fax (858) 756-4799

Board of Directors
James Ashcraft, President
John Tanner
Nancy Hillgren
Randall Malin
Tucker Stine

Fire Chief
Fred Cox

REQUEST FOR HEARING ADMINISTRATIVE CITATION

NOTICE TO CITED PERSONS:

If you have received an Administrative Citation from the Rancho Santa Fe Fire Protection District, you have the right to contest the Citation at a hearing before an Administrative Hearings Officer. Upon receipt of the Request for a Hearing form and advance deposit of the total fine/or Advance Deposit Hardship Waiver, the Fire District will notify you of the date and time set for your hearing. At the hearing, you will be given the opportunity to testify and to present evidence of the cited violation or as to whether you are the responsible party.

TO REQUEST A HEARING:

1. You must complete and return this form together with proof of payment of the deposit for the administrative fine amount listed on the Administrative Citation, by mail or in person, to the Fire Administration Building located at 18027 Calle Ambiente Suite 101, Rancho Santa Fe, CA 92067 within thirty (30) days from the date the Administrative Citation was issued.
2. If you are financially unable to pay the total amount of the administrative fine and want to contest the Administrative Citation, you may obtain an Advance Deposit Hardship Waiver (ADHW) application from the Administration Office of the Rancho Santa Fe Fire Protection District. The ADHW application and all supporting documentation must be submitted to the Rancho Santa Fe Fire Protection District Administrative office within thirty (30) days from the date of the issuance of the Administrative Citation. See the ADHW application for more information.

I hereby request a hearing to contest issuance of an Administrative Citation that I have received. I certify under penalty of perjury, that the foregoing is true and correct to the best of my knowledge: (Please Print)

Name: _____ Phone No: _____ E-mail: _____

Mailing

Address: _____ City/State/Zip: _____

Physical

Address: _____ City/State/Zip: _____

Citation Number: _____ Citation Amount: _____

Issuance Date: _____ Officer Name: _____

I understand that if I fail to appear at the hearing, this failure will result in the forfeiture of my deposit of the administrative fine OR, if I have requested a Hardship Waiver and fail to pay the deposit 10 days after the date of the approval letter, I understand that will constitute a failure to exhaust my administrative remedies.

Basis of Appeal:

Name: _____ Signature: _____ Date: _____

**INSTRUCTIONS:
NOTICE OF APPEAL AND REQUEST FOR HEARING**

As a cited party issued an administrative citation, you may appeal said citation by completing a written Request for Hearing form, and returning the completed form to the Fire Administration Office within thirty (30) calendar days from the date the Administrative Citation was served, together with a deposit in the total amount of the administrative fine plus any late charges.

Attach your deposit, made payable to “The Rancho Santa Fe Fire Protection District,” to the “Request for Hearing” form and return it to the Rancho Santa Fe Fire Protection District, Administrative Office, located at 18027 Calle Ambiente Suite 101, (PO Box 410) Rancho Santa Fe, CA 92067.

If this “Request for Hearing” form and the advance deposit are properly filed, a hearing will be scheduled no sooner than 15 and no more than 60 calendar days from the date of your request. You will be notified of the time and place set for the hearing at least 10 calendar days prior to the hearing date. Failure to appear at the hearing shall constitute a forfeiture of the deposit and a failure to exhaust administrative remedies.

At the conclusion of the hearing, a written decision shall be issued within fifteen (15) business days. The decision becomes final as of the date appearing on the written decision. You will be served by mail with a copy of the written decision.

If the appeal is denied, the District shall retain the entire deposit as payment in full of outstanding fines and/or late charges. If the appeal is granted, the District will refund the entire advance deposit within thirty (30) business days from the date of the final written decision.

Either the District or the Appellant aggrieved by the written decision may seek judicial review by filing a Petition with the San Diego Superior Court in accordance with the timelines and provisions set forth in California Government Code Section 53069.4. Judicial review shall not be available unless all administrative remedies have been exhausted as provided in Rancho Santa Fe Fire Protection District Ordinance No 2020-02

For questions regarding the hearing process, please call (858) 756-5971.

COLLECTION AGREEMENT

This Agreement made and entered into this **5th** day of **May 2020**, by and between States Recovery Systems, Inc. located at 2491 Sunrise Blvd., Gold River, CA 95670, hereinafter referred to as “Agency” and **Rancho Sante Fe Fire Protection District** located at **18027 Calle Ambiente, Rancho Sante Fe, CA 92067** referred to as “Client”.

TERMS AND CONDITIONS

WHEREAS, Client may have unpaid accounts which it may desire Agency to collect from time to time, and

WHEREAS, Agency is qualified to collect such unpaid accounts, and desires to handle such accounts as may be referred by Client:

NOW THEREFORE IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The Client may periodically assign claims, notes and accounts (collectively “accounts”) to Agency for collection. Client represents that the account balances will reflect true and just indebtedness, that Client obeyed all laws and regulations affecting the accounts assigned, that the account balances are not barred by any statute of limitations, that the persons obligated on the assigned accounts are not represented by an attorney or protected by any bankruptcy proceedings unless clearly noted at the time of assignment, and are not at the time of assignment assigned to another collection agency, attorney, or other person, and that Client is fully authorized, and has obtained all necessary approvals, for the assignment of the account(s) and interest(s) to Agency.
2. The assignment of an account pursuant to this agreement shall be an assignment of all rights and interests of the creditor relating to the collection of said account, including all contractual and statutory rights. For all accounts assigned, Agency and Client acknowledge that Agency may enforce all legal rights for the assigned account, including recovery of all principal, interest, fees, and other amounts or damages owed or to be owed by the person(s) for any assigned account, subject to Agencies duties and obligations to Client pursuant to this agreement.
3. The Client, pursuant to this agreement, may assign to Agency said accounts that are unpaid and due, including all contractual and statutory rights relating thereto, and acknowledge that the Agency has an exclusive right to collect and enforce all obligations relating to said accounts, and thereby grants Agency full power to make decisions on said accounts at its discretion, without limitation, unless otherwise stated in this agreement.
4. The Agency agrees that the Client will not be liable for any expense incurred by the Agency incidental to the settlement or the realization of the accounts placed with the Agency for collection except as herein provided. No compromise settlements will be accepted or suits

instituted without the consent of the Client.

5. The Agency agrees to defend, indemnify and hold the Client harmless against any and all liability, cost and expenses, including, attorney fees, occasioned by claims or suits for loss or damages arising out of the acts of the agents, servants, or employees of the Agency. Conversely, the Client agrees to indemnify and hold the Agency harmless against any and all liability, cost and expenses, including attorney fees, occasioned by claims or suits for loss or damages arising out of the act of the agents, servants, or employees of the Client.
6. The agency agrees to conduct its collection activities on Client's assigned accounts in accordance with all provisions of the Federal Fair Debt Collection Practices Act, the Robbins-Rosenthal Fair Debt Collections Practices Act, the Fair Credit Reporting Act and any other federal, state, local law or ordinance governing debt collections.
7. The Agency agrees to remit monthly to the Client's the full amount of all monies collected on accounts placed by the Client with the Agency for collection, less the commissions earned by the Agency. Collections made by Agency, and remitted to Client by Agency, on which a payment is returned by a financial institution unpaid, shall be reported on a remittance advice as a minus payment and collection fee.
8. The Agency, as assignee, may negotiate payment arrangements or other payment plans on any accounts which Agency determines appropriate in the exercise of its business judgment.
9. All collections made by the Agency for accounts assigned by Client will be deposited in a trust account maintained by Agency in a commercial bank insured by the FDIC. Agency shall disburse from the trust account directly to Client that portion of the monies collected due Client and directly to Agency the percentage of the monies collected, interest, and payment of expenses due Agency. Client grants and authorizes Agency the right to endorse on behalf of Client and deposit in Agency's trust account any check, draft or other negotiable instrument received by Agency in payment of an assigned account, such right to be used only in connection with Agency's activity hereunder.
10. The Client agrees to cease billing and phone calls to the debtor(s) once the account is assigned to Agency. Client agrees to promptly report to Agency all direct payments, disputes, bankruptcy notices, and any and all communications from the debtor(s) or any third party. If Client is contacted by a person concerning the obligation owing on any assigned account, Client shall immediately refer that person to the Agency.
11. The Client agrees to advise the Agency immediately on payments made directly to the Client on accounts placed with Agency for collection and to indemnify and hold the Agency harmless against any and all liability, loss and expenses including attorney fees, occasioned by claims or suits for loss or damages arising out of the failure by the Client to so notify the Agency.
12. No legal action will be instituted by Agency without the prior written consent of Client. If legal action is instituted by Agency, with prior approval of Client, the attorney fees, Court

costs and costs of service of process will be paid by Agency. Such costs paid will, at Agency's option, be recovered 100% from first monies collected from the debtor and retained by the Agency and/or the Agency's attorney. Client acknowledges and agrees that approving legal action includes granting Agency the right to bring suit, and Agency shall determine, in the exercise of its business judgment, whether it will commence litigation as it determines appropriate. Agency is not obligated to file suit on accounts assigned to it pursuant to this Agreement and Agency is not liable for claims that become barred by the statute of limitations while in its possession. Client assumes the risk and holds Agency harmless for any account that becomes barred by the statute of limitations while assigned to Agency. Agency reserves the right to close and return such accounts at such time as it shall determine.

13. As permitted by laws governing accounts placed with a collection agency, Agency will accrue interest on assigned balances at the legal rate. Interest will be collected from the debtor last and retained by the Agency. Any Agency advanced costs collected will be retained by the Agency. The method by which interest and principal are allocated by and between Agency and Client for the disbursement of monies collected shall not alter or modify the application of payments as provided by applicable law for payments by a debtor to a creditor for the assigned account.
14. Client may recall any account placed for collection at any time by written notice to Agency, outlining the reason for return. Client agrees that, at the discretion of the Agency, a recall request may be declined and the Agency shall retain the assignment of the account and be entitled to continue with collection activity for the following types of accounts received from the client prior to the recall request: accounts for which the Agency has received a payment within six (6) months of the recall request; accounts that have a pending or promise for payment within 30 days of the recall request; accounts that the Agency has placed on hold pending the receipt of any information from the Client; accounts that the Agency has placed on hold pending a re-bill of an insurance company or the outcome of an insurance appeal; accounts that the Agency has placed on hold pending the outcome of a debtor's litigation; and accounts where Agency's attorney has commenced legal action, are subject to ongoing legal proceedings, or for which the Agency has obtained a judgment status. This applies to the recall of accounts for any reason, including the Client's termination of the Agency's services. The retained accounts shall continue to be subject to the terms and conditions of this agreement.
15. The Client may, at any reasonable time, examine the Agency's records pertaining to accounts referred to Agency under this Agreement.
16. This Agreement shall continue in force from the effective date until terminated by Agency or Client. Any party may terminate this Agreement by thirty (30) days written notice.
17. It is agreed that upon the termination of the Agreement, the Agency may, except elsewhere provided herein, retain for collection in accordance with the terms hereof any account upon which a partial payment has been made within ninety (90) days prior to termination, and any account which the Agency may have placed with attorneys for collection in accordance with the terms hereof and for which litigation has been commenced. Any monies received as a

result of the Agency's efforts within thirty (30) days from date of withdrawal shall be credited to the Agency according to the terms of this agreement.

18. The Client agrees to pay Agency a fee for its services according to the terms set forth in Terms and Conditions of this Agreement. Such fee will be earned by Agency on any payment(s) made after placement of account for collection under this agreement, whether payment is made to the Agency or to the Client.
19. Both Agency and Client agree to maintain the confidentiality of any confidential information and/or trade secrets that they may learn about each other throughout the course of this Agreement, including without limitation, the terms of any contracts that the other party may have with any third parties. The Agency agrees to use the information about the person(s) owing monies on an assigned account only as necessary for the Agency to perform its duties pursuant to the terms of this Agreement. The duties of both Agency and Client detailed in this paragraph shall continue in full force and effect for a period of two (2) years after termination of this Agreement for any reason, except for the Agency's duty to use information only as necessary in the performance of its duties and the collection of the debt shall continue as required by law.
20. The Agency and Client hereby expressly understand and agree that this Agreement is between the Agency and Client and there are not intended to be any third party beneficiaries of this Agreement.
21. It is agreed that nothing herein contained shall be construed as obligating the Client to place accounts with the Agency for collection.
22. This Agreement shall be subject to and governed by the substantive laws of the State of California.

COLLECTION FEES:

Collection fees at the rate of 20% paid to the Agency shall be paid as a percentage of the principal recovered after placement date, whether paid to the Agency or paid to the Client.

LEGAL FEES:

When legal action is recommended and approved by Client the fee rate shall be 35% of the principal recovered after placement date, whether paid to the Agency or paid to the Client.

COURT COSTS:

The court costs and costs of service of process associated with the legal process will be

advanced by the Agency and recovered from the first monies collected before any principal is paid.

STATUS REPORT:

The Agency will provide Client with a status report on all their collection accounts upon request. SRS recommends quarterly based on volume of placements.

SETTLEMENT AUTHORITY:

Agency is permitted to settle for less than the assigned amount?

YES: _____ **LIMIT OF** _____ **of principal.** **NO** _____

OTHER TERMS AND CONDITIONS:

NONE

IN WITNESS HEREOF, the parties have executed this Agreement in duplicate by duly authorized representatives thereof on the date written above.

RANCHO SANTA FE FIRE PROTECTION

STATES RECOVERY SYSTEMS, INC.

BY: _____

BY: Cindy Yaklin

NAME: _____

NAME: Cindy Yaklin

TITLE: Fire Chief

TITLE: President