



**ANCHO SANTA FE FIRE PROTECTION DISTRICT
BOARD OF DIRECTORS MEETING
AGENDA**

Rancho Santa Fe FPD
Board Room – 18027 Calle Ambiente
Rancho Santa Fe, California 92067

February 13, 2013
Regular Meeting 1:00 pm

Agenda updated by motion on 02/13/2013

RULES FOR ADDRESSING BOARD OF DIRECTORS

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

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

Pledge of Allegiance

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

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

4. Consent Calendar

- a. Board of Directors Minutes
 - i) Board of Directors minutes of January 9, 2013
ACTION REQUESTED: **Approve**
- b. Receive and File
 - i) Monthly/Quarterly Reports – ACTION REQUESTED: **Information**
 - (1) List of Demands
Check 23611 thru 23701 for the period January 1 – 31, 2013 totaling: \$ 377,859.38
Payroll for the period January 1 - 31, 2013 \$ 404,610.95
TOTAL DISTRIBUTION \$ 782,470.33
 - (2) Budget Review July 1 – December 31, 2012
 - (3) Statement of Cash Assets – December 31, 2012

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in a meeting, please contact the Secretary at 858-756-5971. Notification 48 hours prior to the meeting will enable the District to make reasonable arrangements to assure accessibility to the meeting.

(4) Activity Reports – January 2013

- Operations
- Training
- Fire Prevention

(5) District Articles

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

- Sunclak/Easby
- McNamaras
- Koshi
- Valejo

5. Old Business

- a. None

6. New Business

a. Employment Agreement

To approve employment agreement between Rancho Santa Fe Fire Protection District and Tony J. Michel

ACTION REQUESTED: **Approve**

b. Regional Communications System Participating Agency Agreement

To discuss and/or approve extending an amendment between the County of San Diego and Rancho Santa Fe Fire Protection District *entitled* Amendment to the Memorandum of Agreement dated as of March 7, 1995, between the County of San Diego and Participating Cities and Jurisdictions regarding the Implementation, Governance, Method of Funding and Costs of a Regional Radio System Providing Communication Services to Public Safety and Public Service Agencies Operating in San Diego County and Imperial County. [Staff Report 13-01](#)

ACTION REQUESTED: **Approve**

c. Budget Authorization

To discuss and/or approve the purchase of a replacement fire prevention staff vehicle. [Staff Report 13-02](#)

ACTION REQUESTED: **Approve**

7. Resolution/Ordinance

a. Resolution 2013-03

To adopt Resolution No. 2013-03 *entitled* A Resolution of the Board of Directors of the Rancho Santa Fe Fire Protection District Establishing Salaries and Benefits for Management Personnel

ACTION REQUESTED: **Adopt**

b. Resolution 2013-04

To adopt Resolution No. 2013-04 *entitled* A Resolution of the Board of Directors of the Rancho Santa Fe Fire Protection District Establishing Salary and Benefits for Emergency Services Coordinator Position

ACTION REQUESTED: **Adopt**

8. Oral Report

a. Fire Chief – Michel

- i) Cooperative efforts - Update
- ii) District Activities
 - (1) Pizza Parties
 - (2) Firehouse World
 - (3) RSF Rotary Club Meeting @ RSF3

b. Operations – Deputy Chief Ward

- i) Structure Fire – Calle Serena

c. Training – Battalion Chief Davidson

AGENDA
RSFFPD Board of Directors
February 13, 2013
Page 3 of 4

- d. Fire Prevention – Fire Marshal/Deputy Fire Marshal
- e. Administrative Manager – Rannals
 - i) Form 700 – Conflict of Interest Statement
- f. Board of Directors
 - i) North County Dispatch JPA – Update
 - ii) County Service Area – 17 – Update
 - iii) Comments

9. Closed Session

- a. With respect to every item of business to be discussed in closed session pursuant to Section 54957:
PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: Fire Chief

10. Adjournment



RANCHO SANTA FE FIRE PROTECTION DISTRICT
Board of Directors Regular Meeting – Agenda
Wednesday, February 13, 2013 1:00 pm PT

CERTIFICATION OF POSTING

I certify that on February 6, 2013 a copy of the foregoing agenda was posted on the District's website and near the meeting place of the Board of Directors of Rancho Santa Fe Fire Protection District, said time being at least 72 hours in advance of the meeting of the Board of Directors (Government Code Section 54954.2)

Executed at Rancho Santa Fe, California on February 6, 2013

A handwritten signature in black ink, appearing to read "Karlana Rannals".

Karlana Rannals
Board Clerk



**RANCHO SANTA FE FIRE PROTECTION DISTRICT
REGULAR BOARD OF DIRECTORS MEETING
MINUTES – January 9, 2013**

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

Pledge of Allegiance

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

President Ashcraft informed the Board that pursuant to government code section 54954.2(b) (2) there is a request to amend the agenda to include the following topics for discussion and/or action:

AMEND AGENDA ITEM: 10. Closed Session

- a. With respect to every item of business to be discussed in closed session pursuant to Section 54957.6:

CONFERENCE WITH LABOR NEGOTIATORS

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

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

Represented Employees: Rancho Santa Fe Miscellaneous Employees

Unrepresented Employees: Fire Chief; Battalion Chief (5); and Administrative Manager

(Add) Unrepresented Employee: Emergency Medical Services Coordinator

Under Negotiation: Successor Memorandum of Understanding and Compensation

MOTION BY DIRECTOR MALIN, SECOND BY DIRECTOR HICKERSON, CARRIED 4 AYES; 0 NOES; 1 ABSENT to amend the agenda as requested.

1. Special Presentations

- a. Retirement Recognition – Chief Michel welcomed recently retired district employee Staff Assistant Connie Balignasay to the meeting. He thanked her for her 22 years of dedicated service to the District. She was presented with a retired district badge.
- b. Badge Presentation
Chief Michel welcomed all in attendance. Chief Michel and Chief Davidson summarized the District's probationary processes and the roles and responsibility that they will assume. Chiefs' Michel and Davidson congratulated the individual on his successful completion of probation. A Fire District badge was presented to the following member of the District:
 - i) Troy Duncan, Firefighter/Paramedic

President Ashcraft on behalf of the Board of Directors congratulated the employees and wished them continued success in their new roles.

2. Roll Call

Directors Present: Ashcraft, Hickerson, Malin, Tanner

Directors Absent: Hillgren

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

3. Public Comment

No one requested to speak to the board.

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

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

5. Consent Calendar

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

a. Board of Directors Minutes

MOTION BY DIRECTOR MALIN, SECOND BY DIRECTOR TANNER, CARRIED 4 AYES; 0 NOES; 1 ABSENT to approve the Board of Directors minutes of December 12, 2012

b. Receive and File

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

i) Monthly/Quarterly Reports

(1) List of Demands

Check 23530 thru 23610 for the period December 1 – 31, 2012 totaling:	\$ 370,726.30
Payroll for the period December 1 – 31, 2012	\$ 428,750.61
TOTAL DISTRIBUTION	\$ 799,476.91

(2) Activity Reports – December 2012

- Operations
- Training
- Fire Prevention

(3) District Articles – December 2012

(4) Correspondence

- None

(5) Travel Reports

- Michel – CalChiefs Conference *November 28-30, 2012*

6. Old Business

a. None

7. New Business

a. None

Minutes

Rancho Santa Fe Fire Protection District Board of Directors

January 9, 2013

Page 3 of 5

President Ashcraft requested to defer the action of adopting resolutions until after the Board met in closed session. There was no objection.

9. Oral Reports

a. *Fire Chief – Michel*

- i) Cooperative Efforts: Encinitas Fire Chief Scott Henry has retired however, is contracting back until a replacement is named. He will be talking with Chief Henry to schedule a leadership meeting that includes the city managers. He also updated the board on the status of his conversations with the City of Carlsbad regarding vehicle maintenance.
- ii) District Activities
 - (1) Christmas “Kids” Party held December 14 was a huge success.

b. *Operations – Deputy Chief Ward*

Chief Ward reported on the following topics:

- Call activity:
 - 216 calls last month
 - No significant losses
 - Total call volume for CY2012 – 2,592 that is a 9.3% increase over the previous year.

c. *Training – Battalion Chief Davidson* Chief Davidson summarized the monthly training activity, which included:

- HazMat Refresher training
- PERT Class that also included an overview of the County’s Adult Protective Services
- Hose lays
- Captain’s Exam conducted with four individuals who successfully passed the exam.
- There are four “new hires” in background. The vacancies are at Del Mar, Encinitas and Solana Beach Fire Departments.

d. *Fire Prevention*

i) *Deputy Fire Marshal (Renee Hill)*

She reviewed new construction projects planned for *The Lakes* (two tracts) and *Cielo* (41 tract homes). Staff also responded to questions from the board about *Cielo* Parcel “M.”

ii) *Fire Marshal (Chris Galindo)*

No report

e. Administrative Manager Rannals

i) No report

f. *Board of Directors*

- North County Dispatch JPA – Update – Director Ashcraft: no report.
- County Service Area 17 – Update – Director Hickerson: no report.
- Comments:
 - None

Ten-minute recess

10. Closed Session

Pursuant to section 54957.6, and 54956.8 the board met in closed session from 1:40 – 2:40 pm to discuss the following:

- a. With respect to every item of business to be discussed in closed session pursuant to Section 54957.6:
CONFERENCE WITH LABOR NEGOTIATORS
Agency Negotiators: Jim Ashcraft, Randy Malin, and assigned Staff
Represented Employees: Rancho Santa Fe Professional Firefighters Association – Local 4349
Represented Employees: Rancho Santa Fe Miscellaneous Employees
Unrepresented Employees: Fire Chief; Battalion Chief (5); and Administrative Manager
Unrepresented Employee: Emergency Medical Services Coordinator
Under Negotiation: Successor Memorandum of Understanding and Compensation
All board members listed, Chief Michel (a portion of the session) and Karlana Rannals (a portion of the session) attended the closed session.
- b. With respect to every item of business to be discussed in closed session pursuant to Section 54956.8:
CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Property: El Fuego and Calle Ambiente Fire Stations
Agency Negotiator: Fire Chief
Negotiating Parties: Verizon
Under Negotiation: Instruction to negotiator concerning price and term
All board members listed and Chief Michel and Karlana Rannals attended the closed session.

Upon reconvening to open session, President Ashcraft reported on the matters listed as follows:

- a. A summary of the negotiation meetings were given by the ad hoc committee, and the results are included in the compensation resolutions.
- b. Direction was provided to the Fire Chief. In addition, the Fire Chief was also given the authority to enter into an agreement with Verizon, with a condition that any contract will come before the Board of Directors for ratification.

8. Resolution/Ordinance

a. Resolution No. 2013-01

Ms. Rannals informed the Board that the resolution presented is requested for adoption to confirm the recently negotiated Memorandum of Understanding with the termination date of December 31, 2013.

MOTION BY DIRECTOR MALIN, SECOND BY DIRECTOR TANNER, and APPROVED Resolution No. 2012-01 *entitled* a resolution of the Board of Directors of the Rancho Santa Fe Fire Protection District adopting a Memorandum of Understanding between the Rancho Santa Fe Fire Protection District and the Rancho Santa Fe Professional Firefighters Association – Local 4349 on a roll call vote:

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

Minutes
Rancho Santa Fe Fire Protection District Board of Directors
January 9, 2013
Page 5 of 5

b. Resolution No. 2013-02

Ms. Rannals informed the Board that the resolution presented is requested for adoption to confirm the recently negotiated Memorandum of Understanding with the termination date of December 31, 2013.

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

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

11. Adjournment

Meeting adjourned at 2:45 pm.

Karlana Rannals
Secretary

James H Ashcraft
President

List of Demands
January 2013

1 of 3

Check	Amount	Vendor	Purpose
23611	\$6.99	4S Ranch Gasoline & Carwash LP	Car Wash
23612	\$442.50	Accme Janitorial Service Inc	Building ADMIN
23613	\$90.37	AT&T	Telephone RSF1/RSF3
23614	\$1,582.44	AT&T Calnet 2	Telephone RSF1/RSF2/RSF3/RSF4/ADMIN/JPA/SDMSE Rebill
23615	\$916.50	C.A.P.F.	Disability/Life Insurance
23617	\$246.24	COR Security Inc	Omnilock Supplies
23618	\$2,433.63	County of SD/RCS	CAP Code Paging Service/ 800 MHz Network Admin Fees
23619	\$667.65	Daniels Tire Service Inc	Scheduled - ID 1282, 0281/ Repair ID 0384,0281
23620	\$150.00	Encinitas Ford Inc.	Repair - ID 0384
23621	\$289.00	Engineered Mechanical Services Inc	Building RSF1
23622	\$1,758.00	Fitch Law Firm Inc	Legal Services
23623	\$416.14	Jauregui & Culver Inc	Refuel Facility Repair/ Miscellaneous Reimbursable
23624	\$1,798.17	Konica Minolta Business Inc	Copier Maintenance Contract
23626	\$1,482.64	Mallory Fire	Firefighting Foam
23628	\$936.82	North County EVS Inc	Apparatus Parts & Supplies/ Fleet Equipment Maintenance/Repair/ Scheduled ID 0311
23629	\$1,425.98	Olivenhain Municipal Water District	Water RSF3/RSF2/RSF4
23630	\$325.00	Rancho Santa Fe Rotary	Association Dues
23631	\$700.00	Santa Fe Irrigation District	NCDJPA Parking
23632	\$48.41	Staples Advantage	Office Supplies
23634	\$57.00	Terminix International	Building RSF2
23635	\$2,205.32	The SoCo Group Inc	Gasoline & Diesel Fuel
23636	\$3,019.62	Turnout Maintenance Company LLC	Safety Clothing
23637	\$50.21	U P S	Shipping Service
23638	\$8,099.01	U S Bank Corporate Payment System	Cal-Card./IMPAC program
23639	\$1,160.01	Verizon Wireless	Telephone - Cellular/ MDT Broadband + ATN Line
23640	\$5,500.00	WinTech Computer Services	Consulting Services
23641	\$470.00	A to Z Plumbing Inc	Building RSF1
23642	\$322.70	AT&T Calnet 2	Telephone ADMIN/JPA/RSF2/SDMSE Rebill/RSF4
23643	\$78.21	Complete Office of California Inc	Office Supplies
23644	\$617.76	Costco Inc.	Janitorial Supplies
23645	\$31.81	Daniels Tire Service Inc	Scheduled - ID 0382
23647	\$56.81	FedEx	Shipping Service
23648	\$1,590.00	JPBLA Inc	Consulting Services - Prevention
23651	\$32.50	Olson's Hand Car Wash Inc	Car Wash
23652	\$450.00	On-Call Computer Services	Computer Programming
23653	\$201.73	Pacific Coast Flag	Flags (State, USA)
23654	\$2,098.56	Physio-Control Inc.	CSA-17 - Supplies

List of Demands
January 2013

2 of 3

Check	Amount	Vendor	Purpose
23656	\$499.00	Rose Business Solutions Inc	Admin - Local Conf/Seminars
23657	\$7,254.39	San Diego Gas & Electric	Elec/Gas/Propane RSF1/RSF2/RSF3/ADMIN/RSF4
23659	\$2,593.27	The SoCo Group Inc	Gasoline & Diesel Fuel
23660	\$11.92	U P S	Shipping Service
23661	\$1,443.00	A to Z Plumbing Inc	Building RSF1
23662	\$160.17	AT&T	Telephone RSF1/RSF2/RSF3
23663	\$161.00	Chapin, Nicholas	School Education/Training
23664	\$385.00	Cooperative Personnel Services	Human Resource Service
23665	\$433.39	Cutters Edge Inc	Fleet Equipment Maintenance/Repair
23666	\$1,818.64	Direct Energy Business - Dallas	Elec/Gas/Propane RSF1
23667	\$605.89	Encinitas Ford Inc.	Repair - ID 0384
23668	\$1,239.60	FailSafe Testing	Ladder Testing
23669	\$3,048.66	Guardian Life Insurance Co	Medical Insurance
23670	\$61,309.54	Health Net	Medical Insurance
			Breathing Apparatus/ Electrical Supplies RSF1/Station Maintenance for:
23671	\$707.37	Home Depot, Inc	RSF1/RSF2/RSF3/RSF4/ADMIN/Training Tower
23672	\$11,829.24	Kaiser Permanente	Medical Insurance
23673	\$291.00	Pitney Bowes Inc	Equipment Rental
23674	\$263.09	R J Safety Supply Co Inc	Gas Monitor Supplies
23675	\$30.40	Staples Advantage	Office Supplies
23676	\$408.00	Terminix International	Building RSF1/RSF3/RSF4/JPA/ADMIN
23677	\$537.45	The Lincoln National Life Ins Co	Disability/Life Insurance
23678	\$2,522.99	The SoCo Group Inc	Gasoline & Diesel Fuel
23679	\$12.00	U P S	Shipping Service
23680	\$332.00	Vinyard Doors Inc	Building RSF2
23681	\$16.98	4S Ranch Gasoline & Carwash LP	Car Wash
23682	\$70.00	AFSS -Southern Division	Association Dues
23683	\$1,306.78	AT&T Calnet 2	Telephone ADMIN/RSF 2/ RSF 3
23684	\$819.00	C.A.P.F.	Disability/Life Insurance
23685	\$17.00	Chapin, Nicholas	CSA-17 - Supplies
23686	\$81,856.00	City of Encinitas - Fire	Salary - Cooperative Efforts (DM-DB-ENC-
23687	\$235.41	Complete Office of California Inc	Office Supplies
23688	\$192.00	Danner, Chris	School Education/Training
23689	\$365.00	K & K Coatings	Building RSF3
23690	\$68.00	Michel, Tony J	Food for Major Emergencies
23691	\$125,935.87	PERS	PERS (Employer Paid)
23692	\$67.88	Premier Signs Inc	Apparatus Parts & Supplies

List of Demands
January 2013

3 of 3

Check	Amount	Vendor	Purpose
23693	\$263.09	R J Safety Supply Co Inc	Gas Monitor Supplies
23694	\$15.00	SDCFCA - Admin Section	Association Dues
23695	\$278.62	Staples Advantage	Equipment - Minor
23696	\$403.84	TelePacific Communications	Telephone ADMIN
23697	\$2,630.90	The SoCo Group Inc	Gasoline & Diesel Fuel
23698	\$45.44	U P S	Shipping Service
23699	\$1,639.84	Uniforms Plus	Uniform - Safety Personnel
23700	\$1,155.70	Verizon Wireless	Telephone - Cellular
23701	\$928.95	Waste Management Inc	Trash Disposal RSF1/RSF2/RSF3/RSF4/JPA/RSF Association-Patrol
Various	\$19,893.34	Various Employees	Medical Reimbursements
Subtotal:			
	\$377,859.38		
15-Jan-13	\$222,911.38	RSFFPD	Payroll
30-Jan-13	\$181,699.57	RSFFPD	Payroll
Subtotal:			
	\$404,610.95		
TOTAL:			
	\$782,470.33		

RANCHO SANTA FE FIRE PROTECTION DISTRICT
OPERATING EXPENDITURES FOR FISCAL YEAR 2013

July 1, 2012 through December 31, 2012
FY13

	BUDGET EXPENDITURES FY13	ESTIMATED EXPENDITURES FY13	% OF BUDGET
PERSONNEL COSTS			
Salaries/Wages - Staff	\$4,705,562	\$2,440,028	51.9%
Management Services (Coop Eff)	\$240,887	\$76,402	31.7%
Holiday Pay	\$154,252	\$136,652	88.6%
Overtime	\$870,775	\$493,971	56.7%
Health Insurance + HRSA	\$1,068,428	\$466,753	43.7%
Life Insurance/Long Term Disability	\$18,055	\$8,970	49.7%
Paramedic Incentive Pay	\$26,400	\$16,400	62.1%
Retirement	\$1,655,201	\$685,936	41.4%
Social Security Tax	\$3,646	\$1,546	42.4%
Unemployment Insurance	\$18,074	\$1,909	10.6%
Medicare Tax	\$78,484	\$40,490	51.6%
Workers' Compensation/Wellness	\$173,060	\$262,568	151.7%
Labor (Temporary)	<u>\$35,200</u>	<u>\$10,301</u>	29.3%
PERSONNEL (Subtotal)	\$9,048,023	\$4,641,926	51.3%

RANCHO SANTA FE FIRE PROTECTION DISTRICT
OPERATING EXPENDITURES FOR FISCAL YEAR 2013
July 1, 2012 through December 31, 2012

	BUDGET EXPENDITURES FY13	ESTIMATED EXPENDITURES FY13	% OF BUDGET
CONTRACTURAL			
Administrative Fees	\$202,225	\$60,606	30.0%
Advertising	\$2,500	\$1,057	42.3%
Apparatus	\$3,000	\$0	0.0%
Association Dues	\$8,799	\$6,878	78.2%
Building/Facility Lease	\$29,680	\$0	0.0%
Dispatching	\$122,000	\$50,070	41.0%
Equipment Rental	\$1,222	\$291	23.8%
Equipment Repair	\$17,350	\$8,908	51.3%
Insurance	\$74,207	\$73,822	99.5%
Laundry Service	\$0	\$0	0.0%
Legal Services	\$23,376	\$6,289	26.9%
Local Meeting/Meal Expense	\$9,499	\$3,171	33.4%
Mileage Reimbursement	\$658	\$154	23.4%
Other Contractual Services	\$57,615	\$29,928	51.9%
Other Professional Services	\$177,236	\$71,035	40.1%
Permits	\$6,985	\$2,789	39.9%
Service Agreements	\$46,824	\$12,168	26.0%
Soil Contamination Cleanup	\$2,500	\$0	0.0%
Subscriptions	\$2,130	\$295	13.8%
Training	\$68,630	\$34,520	50.3%
Utilities			
Electricity	\$107,963	\$46,733	43.3%
Sewer	\$11,865	\$9,450	79.6%
Telephone	\$88,781	\$17,917	20.2%
Trash	\$10,555	\$4,928	46.7%
Water	\$16,853	\$10,743	63.7%
Vehicle Maintenance (Scheduled)	\$57,600	\$20,425	35.5%
Vehicle Repair	\$79,800	\$22,794	28.6%
CONTRACTURAL COSTS (Subtotal)	\$1,229,852	\$494,971	40.2%

RANCHO SANTA FE FIRE PROTECTION DISTRICT
OPERATING EXPENDITURES FOR FISCAL YEAR 2013
July 1, 2012 through December 31, 2012

	BUDGET EXPENDITURES FY13	ESTIMATED EXPENDITURES FY13	% OF BUDGET
MATERIALS & SUPPLY			
Apparatus	\$25,000	\$9,359	37.4%
Audio Visual	\$1,000	\$327	32.7%
Books	\$3,700	\$585	15.8%
Cellular	\$1,600	\$1,709	106.8%
Computer	\$55,000	\$9,593	17.4%
Electrical Supplies	\$200	\$0	0.0%
Fire Hose, Nozzles & Supply	\$5,000	\$69	1.4%
Firefighting Foam	\$2,500	\$0	0.0%
Food for Major Emergencies	\$1,000	\$25	2.5%
Fuel	\$75,036	\$41,004	54.6%
Furnishings/Equipment	\$6,348	\$4,465	70.3%
Grants	\$10,000	\$11,923	119.2%
Hydrant Maintenance	\$500	\$87	17.5%
Janitorial	\$12,000	\$6,152	51.3%
Knox Replacement	\$0	\$0	0.0%
Landscape	\$0	\$164	0.0%
Lumber/Screws/Nails	\$0	\$0	0.0%
Maps	\$500	\$18	3.6%
Medical Supplies	\$48,815	\$0	0.0%
Miscellaneous	\$1,500	\$534	35.6%
Office - General	\$37,000	\$14,118	38.2%
Paint	\$0	\$45	0.0%
Program Supplies - CERT	\$2,000	\$1,500	75.0%
Public Education	\$11,000	\$362	3.3%
Radio	\$23,050	\$1,231	5.3%
Rock, Sand, Gravel	\$250	\$0	0.0%
Safety	\$30,000	\$23,941	79.8%
Special Events & Awards	\$5,000	\$1,986	39.7%
Station Maintenance	\$26,000	\$8,110	31.2%
Station Supplies/Replacements	\$3,750	\$2,871	76.6%
Street Signs & Markers	\$500	\$0	0.0%
Tools	\$750	\$159	21.2%
Training (Expendable Supplies)	\$7,500	\$760	10.1%
Uniforms	\$26,000	\$9,409	36.2%
MATERIAL & SUPPLY (Subtotal)	\$422,499	\$150,505	35.6%
OPERATING COST SUMMARY			
Personnel	\$9,048,023	\$4,641,926	51.3%
Contractual	\$1,229,852	\$494,971	40.2%
Material & Supply	\$422,499	\$150,505	35.6%
Depreciation	\$751,621	\$375,811	50.0%
TOTAL COSTS	<u>\$11,451,996</u>	<u>\$5,663,213</u>	49.5%
BEFORE CAPITAL OUTLAY			

RANCHO SANTA FE FIRE PROTECTION DISTRICT
OPERATING EXPENDITURES FOR FISCAL YEAR 2013
 July 1, 2012 through December 31, 2012

	BUDGET EXPENDITURES FY13	ESTIMATED EXPENDITURES FY13	% OF BUDGET
CAPITAL and PLANNED PROJECTS			
Generator - Admin Cielo	\$35,000	\$0	0.0%
Engine Type I (replacement)	\$575,000	\$0	0.0%
Staff Vehicle	\$45,000	\$0	
Total Capital & Projects	<u>\$655,000</u>	<u>\$0</u>	0.0%

COMBINED SUMMARY STATEMENT CASH ASSETS LIABILITIES

Rancho Santa Fe Fire Protection District

FY 13

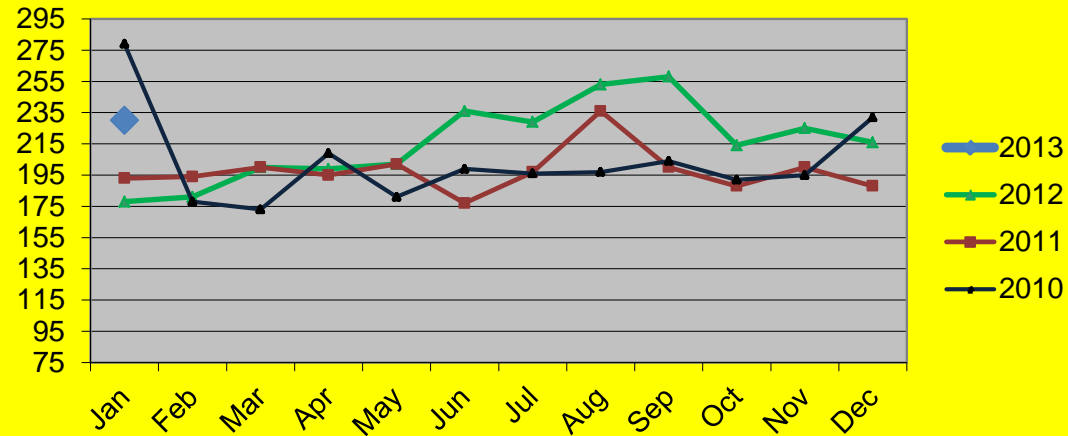
PERIODS

Assets	June 30, 2012	30-Sep-12	31-Dec-12	31-Dec-11
Current Assets				
Cash	\$ 12,993,024	\$ 10,552,147	\$ 12,037,859	\$ 10,794,004
GF Accounts Receivable	\$ 314,881	\$ 246,087	\$ 236,965	\$ 155,391
ALS (Paramedic)	\$ 124,527	\$ 124,618	\$ 124,753	\$ 97,624
MDC Reserve	\$ 97,485	\$ 97,485	\$ -	\$ 97,289
PASIS (Workers Compensation)	\$ 533,736	\$ 583,737	\$ 612,848	\$ 573,452
PREPAID (Cap Assets)	\$ 5,806	\$ -	\$ -	\$ 32,256
TOTAL ASSETS	\$ 14,069,459	\$ 11,604,073	\$ 13,012,425	\$ 11,750,016
Liabilities				
Current Liabilities				
Accounts Payable	\$ 376,706	\$ 108,069	\$ 108,123	\$ 415,218
Accrued Expenses	\$ 285,911	\$ 368,513	\$ 277,320	\$ 288,178
Other Payables	\$ 109,978	\$ -	\$ -	\$ -
TOTAL LIABILITIES	\$ 772,596	\$ 476,582	\$ 385,442	\$ 703,396
Long Term Liabilities				
Contract Compensation	\$ 397,736	\$ 377,922	\$ 382,300	\$ 419,738
IBNR Liability (Workers Compensation)	\$ 344,980	\$ 344,980	\$ 344,980	\$ 162,497
Soil Contamination	\$ 6,106	\$ 6,106	\$ 6,106	\$ 6,106
TOTAL LONG TERM LIABILITIES	\$ 748,821	\$ 729,008	\$ 733,386	\$ 588,341
Fund Balance				
Restricted Reserves				
ALS / MDC Funds	\$ 222,012	\$ 222,238	\$ 124,862	\$ 194,914
PASIS (Workers Compensation)	\$ 188,757	\$ 188,757	\$ 188,757	\$ 394,183
General Fund Reserves				
CalPERS	\$ 1,200,000	\$ 1,200,000	\$ 1,200,000	\$ 1,200,000
Capital Replacement	\$ 5,140,388	\$ 5,950,612	\$ 5,950,612	\$ 5,140,388
Designated RCS Infrastructure & P25 Radio Equip.	\$ -	\$ 425,000	\$ 425,000	\$ -
Operating	\$ 3,807,692	\$ 1,730,769	\$ 3,115,385	\$ 2,863,636
Fund Balance Overage/(Deficit)	\$ 1,989,193	\$ 681,108	\$ 888,981	\$ 665,158
TOTAL FUND BALANCE	\$ 12,548,042	\$ 10,398,484	\$ 11,893,597	\$ 10,458,279
TOTAL LIABILITIES & FUND BALANCE	\$ 14,069,459	\$ 11,604,073	\$ 13,012,425	\$ 11,750,016
Restricted Cash				
Fire Mitigation	\$ 128,134	\$ 90,593	\$ 157,781	\$ 1,287,026
FMF Accounts Payable	\$ -	\$ -	\$ -	\$ -
FMF Accounts Receivable	\$ 127,642	\$ 67,188	\$ 50,016	\$ 66,874
FMF Deposit In Transit	\$ -	\$ -	\$ -	\$ -
	\$ 255,776	\$ 157,781	\$ 207,797	\$ 1,353,900
Combined Fund Total	\$ 14,325,235	\$ 11,761,855	\$ 13,220,222	\$ 13,103,916

January 2013 Operations Report

Rancho Santa Fe Fire Protection District Incident Response Report

Four Year Monthly Response Comparison



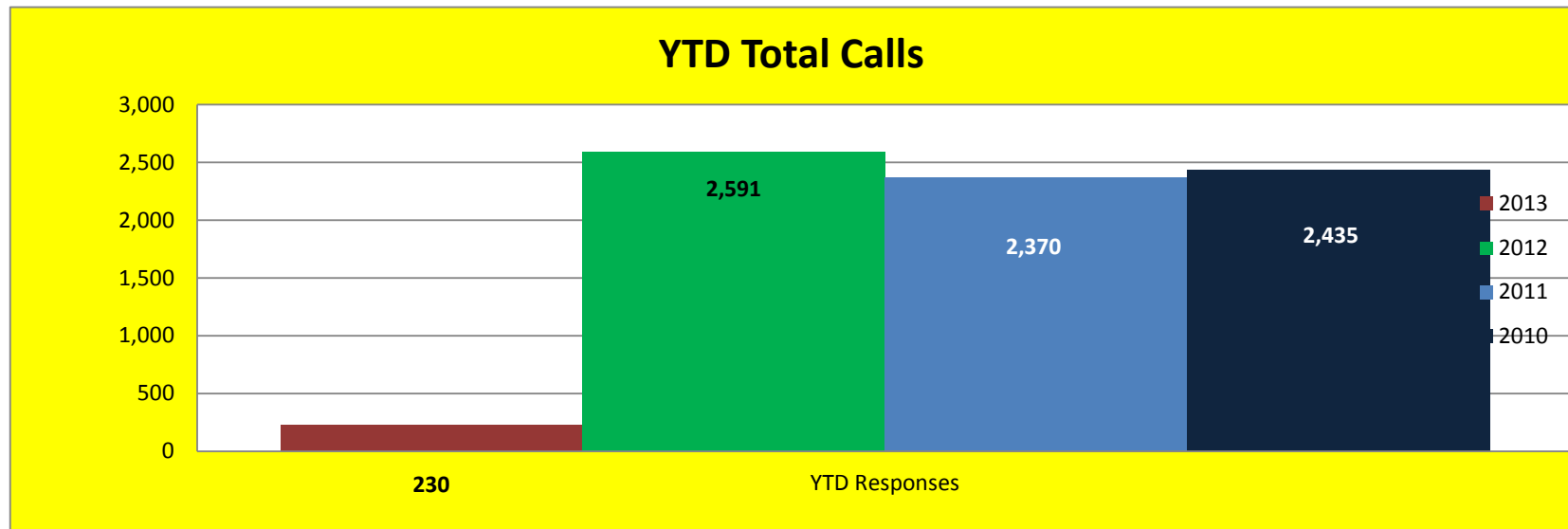
2013	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD Responses
Responses	230												230
YTD	230												29%

2012	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD Responses
Responses	178	181	200	199	202	236	229	253	258	214	225	216	2,591
YTD	178	359	559	758	960	1,196	1,425	1,678	1,936	2,150	2,375	2,591	9.32%

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

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

**Rancho Santa Fe Fire Protection District
Incident Response Report**



Incident Summary by Incident Type

Date Range: From 1/1/2013 To 1/31/2013

Incident Type(s) Selected: All

Incident Type	Incident Count	Used in Ave. Resp.	Average Response Time hh:mm:ss	Total Loss	Total Value
Fire	8	8	00:07:13	\$3,500,000.00	\$3,500,000.00
Rupture/Explosion	1	1	00:08:17	\$0.00	\$0.00
EMS/Rescue	105	103	00:05:41	\$0.00	\$0.00
Hazardous Condition	5	4	00:05:45	\$0.00	\$0.00
Service Call	27	6	00:08:27	\$0.00	\$0.00
Good Intent	53	5	00:05:32	\$0.00	\$0.00
False Call	31	28	00:05:53	\$0.00	\$0.00
Blank or Invalid	3	0		\$0.00	\$0.00
Totals	233	155		\$3,500,000.00	\$3,500,000.00

Note: The incident count used in averages does not include the following:

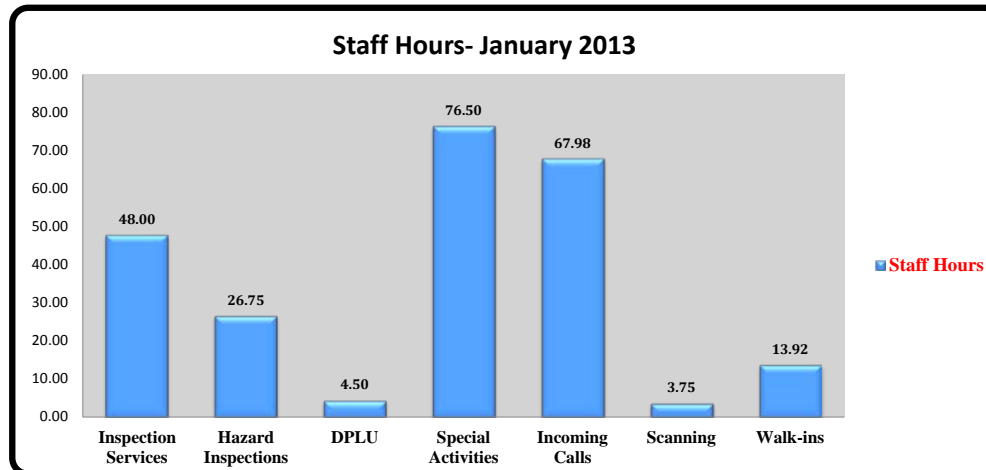
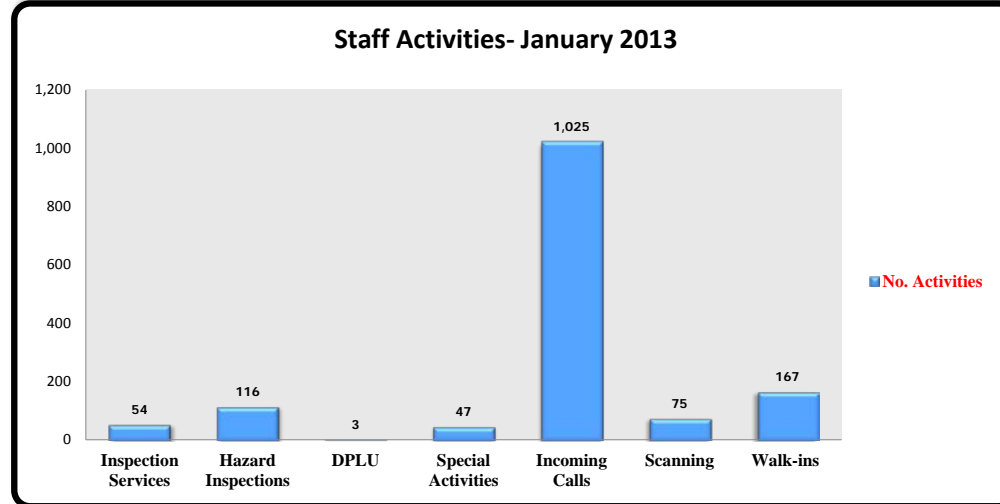
Not Completed incidents, Mutual Aid Given, Other Aid Given, Cancelled in Route, Not Priority, Fill-In Standby, No Arrival and Invalid Dates/Times.

January 2013

January 2013							February 2013						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5						1	2
6	7	8	9	10	11	12	3	4	5	6	7	8	9
13	14	15	16	17	18	19	10	11	12	13	14	15	16
20	21	22	23	24	25	26	17	18	19	20	21	22	23
27	28	29	30	31			24	25	26	27	28		

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Dec 30 - Jan 5	Dec 30	31	Jan 1, 13	2	3	4	5
			B Shift	A Shift Solana Beach Captains City of Del Mar Weekly 8:30am 12:00pm Sanford 2 Quarter Pr 9:00am 3:00pm Scott B	B Shift RSF Ladder Testing (RS 8:30am 12:00pm Cary 2nd Quarter Probatio 9:00am 3:00pm Scott BA Fit testing/ In ser	C Shift 8:30am 11:00am Planning Work Group (Admin) - Ti 9:00am 3:00pm Scott BA Fit testing/ In ser	B Shift
Jan 6 - 12	6	7	8	9	10	11	12
	C Shift	A Shift 8:30am 11:00am Operations Work Gr 10:00am 11:00am Stati 10:00am 11:00am Site 1:00pm 3:00pm Hose L	C Shift	A Shift City of Del Mar Weekly 10:00am 11:00am ENC2314/Fire Safety 10:45am 12:00pm Fire station tour (RSF3) -	7:00am 4:30pm VCF E7722 APT (RSF 2 T 9:00am 11:00am Fire Si 9:00am 11:30am JPA C 9:00am 12:00pm Canc 6:00pm 7:00pm Statio	A Shift 8:30am 11:00am Financial Work Grou 9:30am 10:30am ENC-T2375 (Station 1:00pm 4:00pm Auto E	9:00am 12:00pm Simulations (RSF #1 Training Room) - Michael J. Gibbs
Jan 13 - 19	13	14	15	16	17	18	19
	A Shift	9:00am 12:00pm ENC Shift Meeting (ENC Sta 5) - Training-Calendar	8:30am 11:00am Planning Work Group (Admin) - Ti 1:30pm 4:00pm ENC Shift Meeting (ENC Sta 5) - Training-Cal	Solana Beach Captains City of Del Mar Weekly EMS Drill (ENC 5 / RSF 7:00am 4:30pm PFD E1 APT (RSF 2 Test Pit) 1:30pm 2:30pm SFID-	EMS Drill (ENC 5 / RSF	MDC Installations (Sola 7:00am 4:30pm PFD BR1 APT (RSF 2 Test Pit) - Louis Marro 8:30am 11:00am ENC EMS Meeting (ENC S	9:00am 11:00am Fire simulations (SOL) - Activity Calendar
Jan 20 - 26	20	21	22	23	24	25	26
	A Shift	Forcible Entry (CBD Tra 9:30am 10:30am ENC T-2375/Station Tour (Station #5) - Activity Calendar	Driver Operator 1B (Encinitas Stat 5) - Activity Calendar Forcible Entry (CBD Tra 8:00am 8:30am Rancho MDC Installation (RSF Sta 4)	Forcible Entry (CBD Tra 8:00am 8:30am Rancho MDC Installation (RS 8:45am 11:45am Captai 9:00am 12:00pm T2471	EMS Drill (ENC 5 / RSF Rancho MDC Installati 1:00pm 4:30pm CFMI E432 APT (RSF 2 Test Pit) - Louis Mar	Rancho MDC Installati 8:30am 11:00am Finance Working Gr 10:30am 11:30am Sch 4:00pm 5:00pm ENC-DI	A Shift
Jan 27 - Feb 2	27	28	29	30	31	Feb 1	2
	9:00am 12:00pm Simulations (ENC #5) - Michael J. Gibbs 1:30pm 4:30pm Simulations (SOL #1) - Michael J. Gibbs	C Shift 9:30am 10:30am Calle Serena PIA (RSF 1, Televideo for RSF2) - Activity Calendar	Forcible Entry (CBD Tra 9:30am 12:00pm CAD Upgrade - MDC's D 1:00pm 4:00pm 2471 Aerial Ladder Test (S 2:00pm 3:00pm SFID	Solana Beach Captains City of Del Mar Weekly Forcible Entry (CBD Tra 8:00am 12:00pm PFD BR1 APT (RSF 2 Test Pit) - Louis Marro	Forcible Entry (CBD Tra 8:00am 12:00pm VCF E7722 APT (RSF 2 Te 8:00am 12:30pm 2613 and 2651 pump test 9:00am 12:00pm ENC S		

Fire Prevention Monthly Staff Report **January 2013**



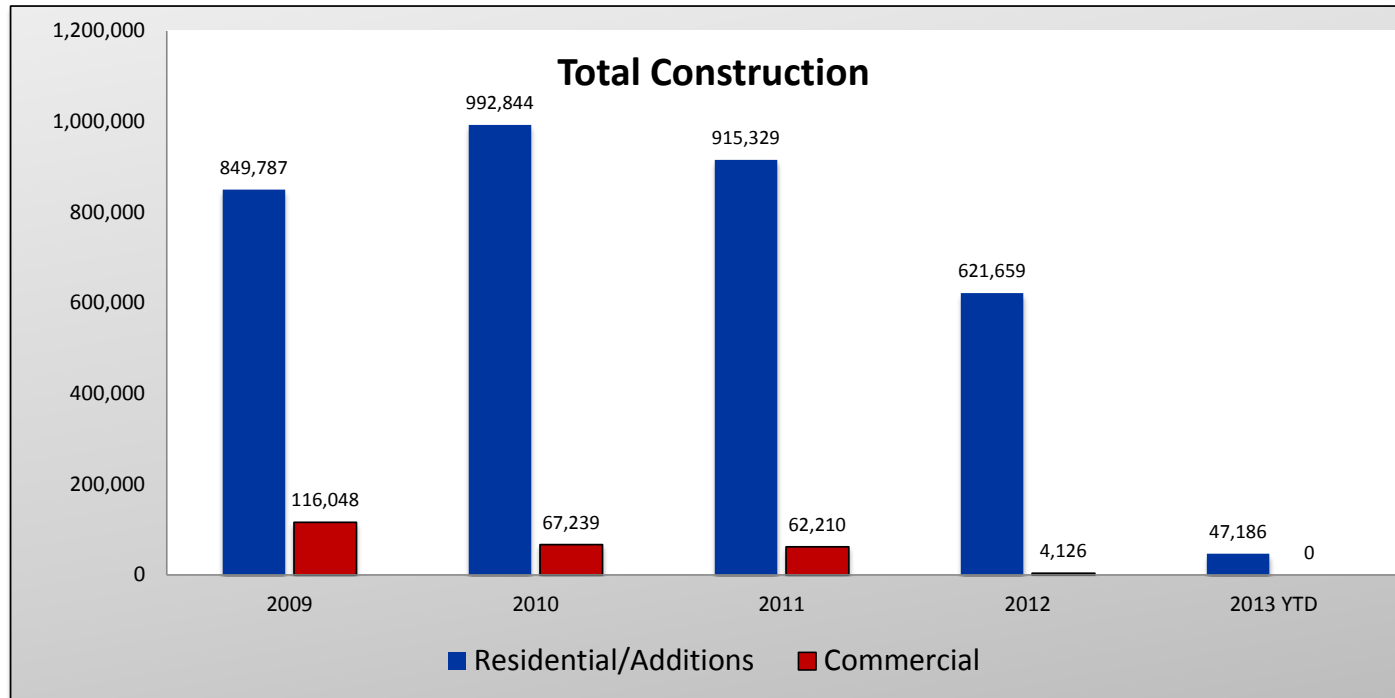
Comparison 2012/2013 Total Monthly Hours/Activities

2012	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Activities	954	833	948	1191	1287	1585	3022	1851	2053	1687	1186	1418
Hours	262.85	169.42	214.77	342.03	281.52	322.38	331.48	305.88	395.3	450.87	215.75	319.05

2013	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Activities	1487											
Hours	241.40											

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

Rancho Santa Fe Fire Protection District
Fire Prevention Bureau -Construction
January 2013



Year	Res/Add	Comm	Total
2009	849,787	116,048	965,835
2010	992,844	67,239	1,060,083
2011	915,329	62,210	977,539
2012	621,659	4,126	625,785
2012 YTD	30,714	1,494	32,208
2013 YTD	47,186	0	47,186

Comparison 2012/2013 Total Square Footage

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2012	32,208	25,725	65,313	124,980	64,041	73,962	73,882	6,960	88,364	23,750	1,132	45,468
2013	47,186											

Rancho Santa Fe Fire Protection District
Fire Prevention Bureau Monthly Activity Summary
January 2013

PLAN REVIEW

RESIDENTIAL PLAN REVIEWS		Number of Structures	Sq Footage
	Fire Marshal	0	0
	Fire Inspectors	13	47,186
	Urban Forester	0	0
	TOTAL	13	47,186
RESIDENTIAL ADDITIONS		Original Sq Footage	Added Sq Footage
	Fire Marshal	0	0
	Fire Inspectors	0	0
	Urban Forester	0	0
	TOTAL	0	0
COMMERCIAL PLAN REVIEWS		Number of Structures	Sq Footage
	Fire Marshal	0	0
	Urban Forester	0	0
	Fire Inspectors	0	0
	TOTAL	0	0
TOTAL NEW CONSTRUCTION			Sq Footage
Based on permitted Sq footage		Total Added	47,186
FIRE SPRINKLER REVIEWS		Commercial	Residential
	Fire Marshal	1	3
	Fire Inspectors	0	1
	Urban Forester	0	0
	TOTAL	1	4
TENANT IMPROVEMENTS		Number of Structures	Sq Footage
	Fire Marshal	0	0
	Fire Inspectors	1	0
	Urban Forester	0	0
	TOTAL	1	0
LANDSCAPE REVIEWS		Number of Reviews	Staff Hours
	Urban Forester	17	14.75
	Fire Marshal	0	0.00
	Fire Inspectors	0	0.00
	TOTAL	17	14.75

Rancho Santa Fe Fire Protection District
Fire Prevention Bureau Monthly Activity Summary
January 2013

SERVICES PROVIDED- FIRE PREVENTION

DPLU -All Staff	Number	Staff Hours
Project Availability Forms	1	1.00
Use Permits	0	0.00
Zaps	0	0.00
Administrative Review	1	1.50
Habit Plans	0	0.00
Approval Letters	1	2.00
CWPP/FPP	0	0.00
TOTAL	3	4.50
INSPECTION SERVICES- All Staff	Number of Inspections	Staff Hours
Undergrounds	0	0.00
Hydros (Fire Sprinklers)	34	30.50
Finals (Structures)	9	9.00
Landscape	3	2.50
Reinspections	2	2.00
Tents/Canopy	0	0.00
Burn Permits	0	0.00
Department of Social Service Licensing	1	1.00
Knox/Strobe	0	0.00
Code Enforcement	0	0.00
Engine Company Follow Up	3	1.00
Misc.	2	2.00
TOTAL	54	48.00
HAZARD INSPECTIONS - All Staff	Number of Inspections	Staff Hours
Weed Abatement Inspection	56	5.00
Weed Abatement Reinspection	23	2.00
1st Notice	9	1.50
2nd Notice	5	1.00
Final Notice	2	0.25
Forced Abatement	0	0.00
Postings	3	1.50
Annual Mailers	0	0.00
Homeowner Meeting	18	15.50
WUI	0	0.00
TOTAL	116	26.75
GRADING -All Staff	Number of Inspections	Staff Hours
Plan Review	0	0.00
TOTAL	0	0.00

Rancho Santa Fe Fire Protection District
Fire Prevention Bureau Monthly Activity Summary
January 2013

ADMINISTRATIVE SERVICES- FIRE PREVENTION

SPECIAL ACTIVITIES/EDUCATION-All Staff	Number	Staff Hours
GIS Mapping	0	0.00
CalFire Crew Projects	0	0.00
Hazmat	0	0.00
Emergency Response/Support	1	13.00
Training Classes	3	11.00
Conferences	0	0.00
Meetings	36	41.50
Other	4	7.50
Supervision	3	3.50
Fuels Reduction	0	0.00
TOTAL	47	76.50
FIRE PREVENTION -All Staff	Number	Staff Hours
Incoming Phone Calls	1,025	67.98
Consultations	35	35.00
Plan Review	34	35.50
Scanning	75	3.75
General Office	13	39.00
TOTAL	1,182	181.23

ADMINISTRATIVE SERVICES- OFFICE SUPPORT

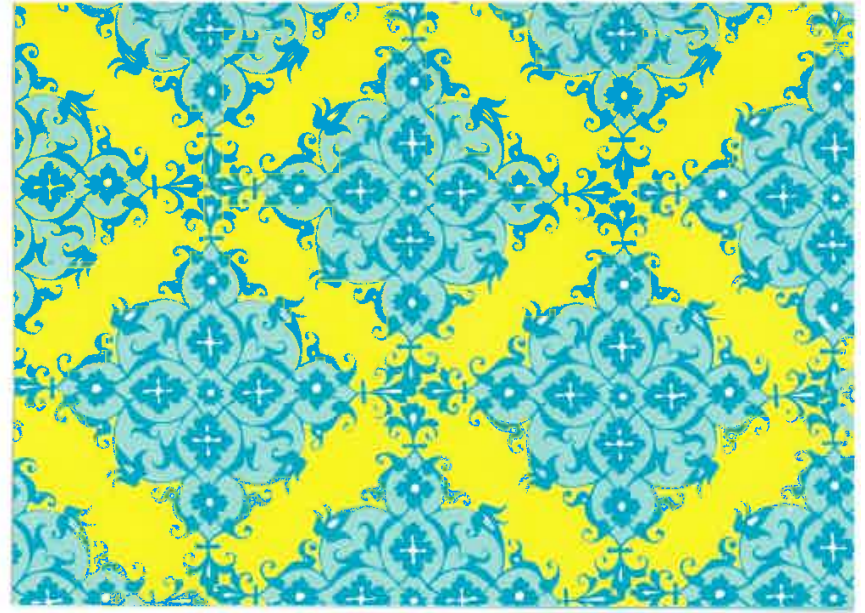
OFFICE COORDINATOR-PREVENTION	Number	Staff Hours
Phone Calls (All Administrative Staff) Internal & External	863	43.15
Walk in/Counter (All Administrative Staff)	167	13.92
Knox Application Request	7	0.58
UPS Outgoing Shipments	4	0.33
Plan Accepted/Routed	31	5.17
Scheduling Inspections, Managing Calendars	100	8.33
Special Projects:Board report,Prelim Paackets	10	40.00
Scanning Documents/Electronic Files	75	3.75
Meetings: Admin/Prevention/Admin Shift	12	7.50
Post Office	20	10.00
Deposit runs and preparations	8	4.00
TOTAL	1,297	137

Rancho Santa Fe Fire District
Public Education Coordinator - Monthly Report
January 2013

WEBSITE/INTERNET		Staff Hours
Update existing info & documents:		3.0
<i>Updated home page, news, etc</i>		3.0
New design progress:		3.0
<i>Page final touches</i>		3.0
<i>Grant</i>		0.0
Compile & write new information:		2.0
<i>Incidents, business opportunities, station bid</i>		2.0
<i>Grant</i>		0.0
Social Media		3.0
<i>Facebook "Fans" - 224, Talking - 2, Total Reach - 20</i>		2.0
<i>Twitter "Follower" - 680</i>		1.0
TOTAL		11.0
PUBLICATIONS		Staff Hours
Design/write brochures, flyers, etc:		3.0
<i>Gold Book Ad</i>		2.0
<i>Tree list</i>		1.0
Fire Wire (quarterly):		0.0
<i>None this month</i>		
TOTAL		3.0
MEDIA RELATIONS		Staff Hours
On-scene Public Information Officer:		7.0
Press Releases:		3.0
<i>Via Cordoba</i>		2.0
<i>Fire Sprinkler Presentation</i>		1.0
Other Articles/Stories/Interviews:		0.0
TOTAL		10.0
EDUCATIONAL PROGRAMS/PRESENTATIONS		Staff Hours
Children's Programs		14.0
<i>Birthday parties - 1</i>		1.0
<i>Station Tour - 3</i>		3.0
Adult Programs:		10.0
<i>Home Fire Sprinklers</i>		10.0
TOTAL		24.0

Rancho Santa Fe Fire District
Public Education Coordinator - Monthly Report
January 2013

EVENTS		Staff Hours
External/Community Events:		0.0
Internal Events:		1.0
<i>Badge Ceremony</i>		1.0
TOTAL		1.0
CONTINUING EDUCATION		Staff Hours
Training Classes:		0.0
Conferences:		0.0
Meetings:		4.0
<i>Staff meetings</i>		4.0
<i>Captain's Meeting</i>		0.0
<i>Shift Meeting</i>		0.0
TOTAL		4.0
CLERICAL		Staff Hours
Prevention-related:		63.0
<i>Mailbox, email inbox, phone calls, news clips, etc.</i>		57.0
<i>Phone Calls - 36</i>		6.0
Non-prevention/non-minute related:		20.0
TOTAL		83.0
TOTAL HOURS		136.0



Thank you for
your service and
sacrifices. We are
grateful for all you
do!

4th/5th Grade
Ms. Sumchak/Ms. Easby ☺



THANK YOU

THANK YOU SO MUCH FOR YOUR
SUPER FAST RESPONSE TO OUR
BURST PIPE/FLOODING CALL! YOU ALL
MADE US FEEL VERY SAFE. OUR
HOUSE IS BACK TO NORMAL!

THE MCNAMARAS -
CONOR, KIMIE + BABIES
PHOEBE + COLT
16821 SILVERCREST DR.

Dear Mark, Keith, Caryn et al
at the 45 Ranch Fire Station

Thank you so much for
all your help with Dylan
on Saturday Jan 12, 2013.
You helped us ... no
questions asked ... with
such compassion.

We are ever so grateful
to all of you.

Thank you from the
bottom of our hearts.

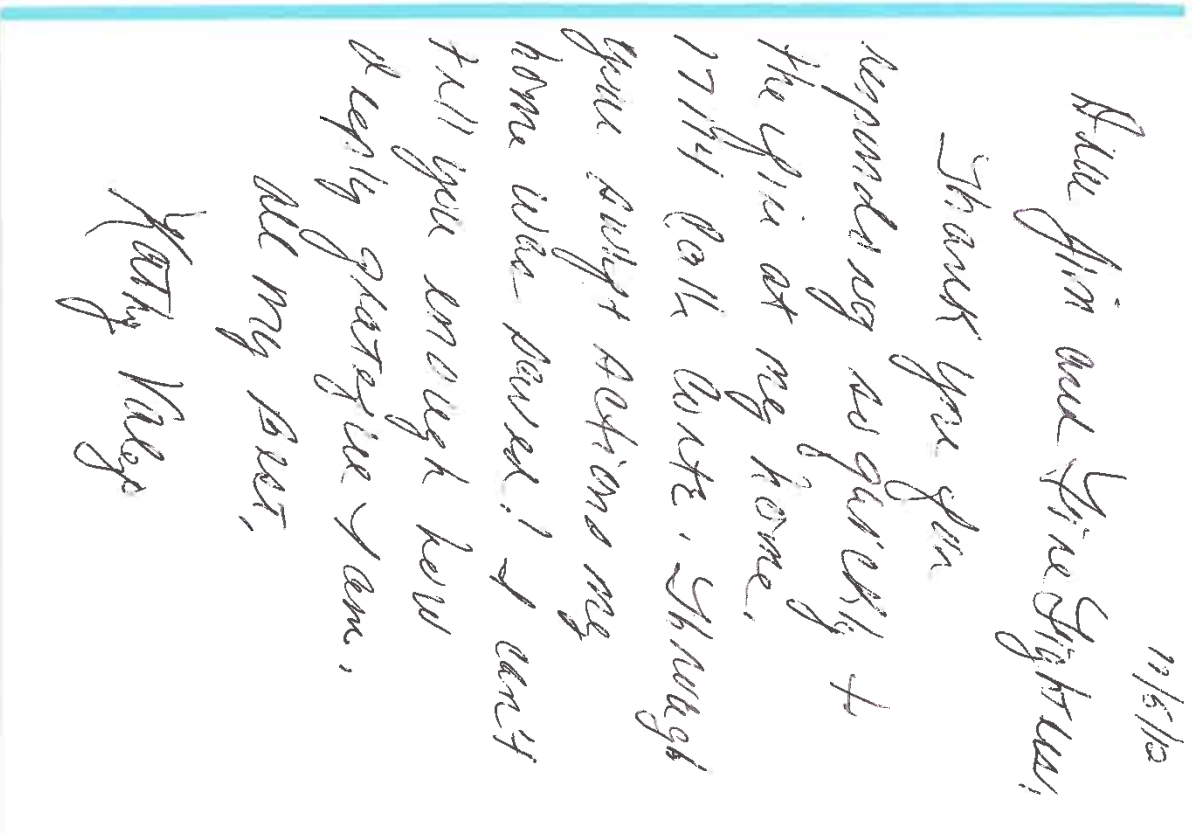
Thank you so much
for saving my life and
helping me. I'm all better
now.

Love

Dylan Koshi

Respectfully,

Michael, Alison and
Dylan Koshi



11/5/12
Hello Jim and Yvonne Wright,

Thank you for

reporting as directly
the price at my home.

17/1/4 Coll. Date. Shady

your every Actions may

home like David! I can't

tell you enough how

deputy professor,

All my love,

Kathy Mass

EMPLOYMENT AGREEMENT

BETWEEN

Rancho Santa Fe Fire Protection District

AND

Tony J. Michel



EMPLOYMENT AGREEMENT

This Agreement is made and entered into between Tony J. Michel (hereinafter referred to as "Michel") and Rancho Santa Fe Fire Protection District (hereinafter referred to as "District") in order to provide, in writing, the terms and conditions for the employment of Michel by the District.

NOW THEREFORE, IT IS HEREBY AGREED as follows:

1. Employment.

1.1 Position. District hereby employs Michel as Fire Chief, to perform the duties of such office as constituted by the Board, and to perform such other duties as the Board shall assign from time-to-time during the term of this Agreement. The duties of Fire Chief shall include, but not be limited to, the functions of Fire Chief as set out in the Fire Protection District Law of 1997, the current edition of the Uniform Fire Code adopted by District, and the District's own rules, regulations, policies, procedures and classification. Michel agrees to serve in said position pursuant to the terms and conditions set forth in this Agreement.

1.2 Full Time Employment. Michel's position, responsibility and authority as Fire Chief requires devoting full time to furnishing services under this Agreement and Michel shall fulfill, fully and adequately, all responsibilities required by this Agreement, including attendance at meetings of the Board at which the Michel's presence is required. Michel shall not engage in any outside employment without prior authorization from the Board, except to teach fire service related courses on Michel's own time.

2. Compensation and Benefits.

2.1 Annual Compensation.

2.1.1 Base Pay. Michel will be a salaried, at-will employee and shall receive a base pay as identified in the approved resolution for salaries and benefits for management personnel, payable in semi-monthly installments. Effective January 1, 2013 the annual base salary will be \$185,760. The Board of Directors may increase said base pay annually based on Michel's performance, as the Board deems appropriate, as further provided herein. This base pay may not be reduced during the term of this Agreement, except that if the Board finds it necessary to reduce salaries of all employees, Michel's base pay may be reduced by no more than the average salary reduction imposed on all other employees.

2.2 Fringe Benefits.

- 2.2.1 In General. Michel shall be entitled to receive all management fringe benefits as established from time to time, except as otherwise provided in this Agreement. These benefits shall include retirement, dental; health, life insurance, sick; vacation and holiday leave as set forth in the current Management Compensation Resolution.
- 2.2.2 Public Employees Retirement System. Michel shall be a member of the Public Employees' Retirement System under the category of "Safety Member Retirement." Michel will contribute 100% of the employee's contribution for all reportable wages.
- 2.2.3 Vehicle and Transportation. District shall provide Michel with a District owned and maintained vehicle for Michel's use within San Diego County. Michel may use vehicle anywhere inside or outside the District to facilitate the District's business. Michel may use District vehicle outside San Diego County if it is for District related business. Michel shall be reimbursed for the actual cost of other modes of transportation used for District business.
- 2.2.4 Professional Development. The District shall pay the reasonable and necessary costs for Michel's professional development, including professional conferences, seminars, meetings, participation in professional associations, professional dues, and subscriptions as are deemed appropriate and approved by the Board. The Board may pay the costs of educational courses that enhance Michel's ability to perform his duties, including tuition and books that the Board deems appropriate, reasonable, and necessary. However, the educational costs reimbursement shall be no less than would be afforded other management employees of the District under the Management Compensation Plan.
- 2.2.5 Cellular Phone Stipend. The District shall pay Michel a stipend of \$150 per month for cellular service and equipment effective January 1, 2013.

3. Termination

- 3.1 By-Notice by Michel. Michel may resign and thereby terminate this Agreement at any time upon giving 90 days written notice to the Board of Directors of the District. Upon such termination, Michel shall be entitled to receive only such accrued benefits that may be due and payable at the time, but he shall not be entitled to any severance pay or other compensation.

3.2 By Notice by District.

3.2.1 At the Pleasure of the Board of Directors. Because the Fire Chief serves “at the pleasure” of the District Board of Directors, the District may terminate Michel’s employment with or without cause at any time. Michel shall not be entitled to severance pay, other than as set forth in 3.2.3.

3.2.2 No Hearing. Michel shall have no right to a hearing or other review of the reason or cause for his termination by the District and Michel hereby expressly waives any and all such rights which may otherwise be granted by law or which may be applicable to other employees of the District.

3.2.3 Severance Pay. The Board of Directors may terminate Michel's employment, and thereby terminate this Agreement, at any time. If the termination is without cause, Michel shall receive 180 days severance pay. Michel shall also be entitled to receive such accrued benefits that may be due and payable at the time.

3.2.4 If this Agreement is terminated by the District Board of Directors “for cause”, District shall have no further obligation to continue the employment of Michel. District shall have no obligation to provide notice to Michel prior to any “for cause” termination or to provide severance benefits to Michel after such termination. All payments of salary and benefits provided in this Agreement shall cease, however, Michel will be paid all salary and benefits accrued through the date of termination in accordance with District policy offered to other management employees terminating employment with District.

3.2.5 The term “for cause” as used in this Agreement shall mean any of the following: (a) conviction of a felony; or (b) conviction of any illegal act involving moral turpitude or personal gain; or (c) a plea of nolo contendere to any felony or illegal act involving moral turpitude or personal gain; or (d) any act constituting a knowing and intentional violation of the State’s conflict of interest code; or (e) any act by Michel which reflects negatively on the District whether he is representing the District or not; or (f) any abuse of office.

3.3 By Retirement. The employment of Michel, and this Agreement, shall automatically terminate upon the retirement of Michel and upon Michel giving ninety (90) days written notice of such retirement to the District.

3.4 By Death or Disability. The employment of Michel, and this Agreement, shall automatically terminate upon the death of Michel or upon the termination of his employment because of permanent disability. As used herein, disability shall have the same meaning and shall be determined in the same manner, as provided under PERS. Neither Michel nor his heirs, administrators, or assigns shall have any right under this Agreement to salary after such death or disability, but they shall have such rights and benefits as may be provided by law and PERS.

4. Performance and Evaluation.

- 4.1 The Board and Michel shall annually define such goals and performance objectives which they determine necessary for proper operation of the District in the attainment of the Board's policy objectives and shall establish a relative priority among said goals and objectives. This shall be reduced to writing and reviewed and approved by the Board.
- 4.2 The Board shall annually review and evaluate Michel's performance. Said reviews and evaluations shall be conducted in accordance with specific criteria developed jointly by the Board and Michel which may be added to, or deleted from, as the Board may from time to time determine in consultation with the Fire Chief. At that time, the Board will conduct a salary review.

5. Other Terms and Conditions of Employment.

- 5.1 Residency Michel shall maintain residency within a thirty-minute (30) response time to the District Headquarters Station.
- 5.2 The Board, in consultation with Michel, may fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Fire Chief.

6. Conflict of Interest. Michel shall not accept favors from suppliers or District residents who have business association with suppliers or District residents who are conducting business or who are about to conduct business with the District, in the form of payment, compensation, loans, financial favor, or gratuities beyond commonly accepted business practice. Michel shall not have a financial interest in the business of a supplier or influence transactions with the owner or representative of a supplier. Michel shall consider his involvement in any situation where a conflict of interest appears possible and report such involvement to the Board.

Consistent with the provisions of State law as to political activities, Michel shall not engage in any activities that create a conflict of interest with his duties as Fire Chief or the interests of the District.

7. General Provisions.

- 7.1 This Agreement constitutes the entire agreement between the Board and Michel.
- 7.2 If any provision or any portion of this Agreement is held to be unconstitutional invalid, or unenforceable, the remainder shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- 7.3 This Agreement may be amended only in writing by mutual agreement of the Board and Michel.

- 7.4 Michel is to be considered as management under the Fair Labor Standards Act of 1985, Title 29 United States Code.
- 7.5 This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 7.6 Each party acknowledges that it has had the opportunity to consult an attorney of its choice to explain the terms of this Agreement and the consequences of its execution, and that any failure to consult with an attorney prior to executing this Agreement shall not be grounds for invalidating the full force and effect of the executed Agreement. This Agreement shall not be interpreted for or against either party based on their roles in drafting the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 13th day of February 2013.

Tony J. Michel

Rancho Santa Fe Fire Protection District
By:

James H. Ashcraft
President, Board of Directors

STAFF REPORT

NO. 13-01

TO: BOARD OF DIRECTORS
FROM: TONY J. MICHEL, FIRE CHIEF
SUBJECT: EXTENSION TO THE REGIONAL COMMUNICATIONS SYSTEM
PARTICIPATING AGENCY AGREEMENT
DATE: FEBRUARY 11, 2013



RECOMMENDATION

Staff recommends the Board of Directors approve a three-year extension of the Regional Communications System Participating Agency Agreement

BACKGROUND

The Regional Communication System ("RCS") is the County operated 800 Mhz radio communication system that provides the infrastructure for radio communication throughout San Diego and Imperial Counties. The fire district has been a participating agency in the RCS since March 7, 2005. On May 5, 2009, the County Board of Supervisors approved an amendment to extend the RCS Participating Agency Agreement to March 31, 2013.

CURRENT SITUATION

On August 7, 2012, the County Board of Supervisors approved to extend the RCS Participating Agency Agreement for an additional three-year period, to March 31, 2016, with all other terms of the agreement to remain unchanged.

The majority of the fire district's daily radio communications are utilized on the RCS. This extension agreement with RCS will not change any of the conditions and financial obligations to the fire district. All current costs to the RCS have already included to the fire district's budget.

SUMMARY

This is simply an extension of the existing RCS Participating Agency Agreement with no changes other than the effective dates. Staff recommends the Board approve the extension.



San Diego County – Imperial County
Regional Communications System
5555 Overland Avenue, Suite 5105, MS-O56, San Diego, California 92123
Phone (858) 694-3663 Fax (858) 694-3433
<http://www.rcs800mhz.org>

February 7, 2013

Chief Tony Michel
Chief - Rancho Santa Fe Fire Protection District
PO Box 410 16936 El Fuego
Rancho Santa Fe, CA 92067

Dear Chief Michel:

Enclosed is a copy of an agreement with the Regional Communication System (RCS) which requires a signature and execution. This agreement, titled "The Regional Communications System (RCS) Participating Agency Agreement" and dated March 7, 1995 is between the County of San Diego and participating cities and jurisdictions. It formally implemented the RCS and established the governance, administration, method of funding, and costs of a regional radio system to provide communication services to public safety and public service agencies operating in San Diego County and Imperial County.

The original term of the agreement was for 15 years from March 7, 1995 to March 6, 2010. On May 5, 2009, the County Board of Supervisors approved an amendment to the RCS Participating Agency Agreement to extend the agreement to March 31, 2013. On August 7, 2012, on the recommendation of the RCS Board of Directors, the County Board of Supervisors approved another three year extension to the RCS Participating Agency Agreement to March 31, 2016. All other terms of the agreement remain unchanged.

This second three-year extension to the Agreement will provide participating agencies continued service on the RCS while County staff and the RCS Board of Directors complete planning efforts for the replacement of the system and to develop a new participating agency agreement.

Please have the attached agreement approved and executed by the proper authority and mail it to:

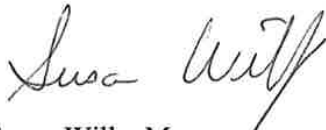
San Diego County Sheriff's Department
Attention: Tony Potter, Principal Administrative Analyst
Wireless Services Division
5555 Overland Avenue, Suite 5105
San Diego, CA 92123

Board of Directors
SAN DIEGO COUNTY - IMPERIAL COUNTY
Chief Kevin Crawford, City of Carlsbad Fire Department (Chair) - Assistant Sheriff Mike McNally, San Diego Sheriff Dept (Vice Chair)
Chief Lou Scanlon, Coronado Police Dept. - Chief Bill F. Paskle, Alpine Fire Protection District
Holly Crawford, OES, County of San Diego - Chip Yarborough, Heartland Communications FA
Chief Don Butz, Viejas Fire - Ali Zolfaghari, CalTrans
Timothy Purvis, Poway Unified School District - Chief Chris Hall, IVECA
Chief James McGinley, IVECA - Jeff Green, IVECA

RCS Participating Agency Amendment
February 7, 2013
Page 2

I appreciate you taking the time to execute and mail back this agreement. If I can be of further assistance, please let me know. I can be reached at (858) 694-3953 or by e-mail at susan.willy@sdsheriff.org.

Sincerely,

A handwritten signature in cursive script that reads "Susan Willy". The signature is written in dark ink and is positioned above the printed name.

Susan Willy, Manager

Enclosure

AMENDMENT TO THE MEMORANDUM OF AGREEMENT DATED AS OF
MARCH 7, 1995, BETWEEN THE COUNTY OF SAN DIEGO AND
PARTICIPATING CITIES AND JURISDICTIONS REGARDING THE
IMPLEMENTATION, GOVERNANCE, METHOD OF FUNDING AND COSTS OF A
REGIONAL RADIO SYSTEM PROVIDING COMMUNICATION SERVICES TO
PUBLIC SAFETY AND PUBLIC SERVICE AGENCIES OPERATING IN SAN
DIEGO COUNTY AND IMPERIAL COUNTY

THIS AMENDMENT to that Memorandum of Agreement dated as of March 7, 1995, providing for the establishment, governance and funding of a regional radio system providing communication services to public safety and public service agencies operating in San Diego County and Imperial County is entered into as of August 7, 2012, between the County of San Diego and the parties listed in Exhibit A as follows:

RECITALS

Whereas, pursuant to a Memorandum of Agreement ("RCS Agreement") dated as of March 7, 1995, the parties established the Regional Communications System ("RCS") and provided for its governance and funding; and

Whereas, other jurisdictions have become parties to the RCS Agreement; and

Whereas, the term of the RCS Agreement is 15 years from March 7, 1995, and will therefore expire March 6, 2010; and

Whereas, the term of the RCS Agreement was extended for three years from March 6, 2010 to March 31, 2013; and

Whereas, the present parties to the RCS Agreement desire to extend the term of the RCS Agreement for another three more years to terminate March 31, 2016;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Section 20 of the RCS Agreement is amended by substituting the following language:

This Agreement shall terminate March 31, 2016.

2. In all other respects, the RCS Agreement shall remain the same.

IN WITNESS THEREOF, the parties hereto have affixed their signature on the attached Exhibit A.

Exhibit "A"
Amendment to the RCS Participating Agency Agreement

IN WITNESS WHEREOF, the party hereto does affix his/her signature.

COUNTY OF SAN DIEGO
Board of Supervisors Approval

Date: 8.8.12

By Thomas J. Pastuszka
Thomas J. Pastuszka
Clerk of the Board of Supervisors

CITY OF CARLSBAD
Council Approval

Date: _____

By _____
Mayor

CITY OF CHULA VISTA
Council Approval

Date: _____

By _____
Mayor

CITY OF CORONADO
Council Approval

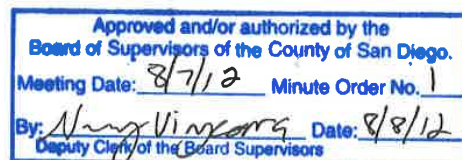
Date: _____

By _____
Mayor

CITY OF DEL MAR
Council Approval

Date: _____

By _____
Mayor



August 7, 2012
Page 1

Exhibit "A"
Amendment to the RCS Participating Agency Agreement

CITY OF EL CAJON
Council Approval

Date: _____

By _____
Mayor

CITY OF ENCINITAS
Council Approval

Date: _____

By _____
Mayor

CITY OF ESCONDIDO
Council Approval

Date: _____

By _____
Mayor

CITY OF IMPERIAL BEACH
Council Approval

Date: _____

By _____
Mayor

CITY OF LA MESA
Council Approval

Date: _____

By _____
Mayor

Exhibit "A"
Amendment to the RCS Participating Agency Agreement

CITY OF LEMON GROVE
Council Approval

Date: _____

By _____
Mayor

CITY OF NATIONAL CITY
Council Approval

Date: _____

By _____
Mayor

CITY OF OCEANSIDE
Council Approval

Date: _____

By _____
Mayor

CITY OF POWAY
Council Approval

Date: _____

By _____
Mayor

CITY OF SAN MARCOS
Council Approval

Date: _____

By _____
Mayor

August 7, 2012
Page 3

Exhibit "A"
Amendment to the RCS Participating Agency Agreement

CITY OF SANTEE
Council Approval

Date: _____

By _____
Mayor

CITY OF SOLANA BEACH
Council Approval

Date: _____

By _____
Mayor

CITY OF VISTA
Council Approval

Date: _____

By _____
Mayor

STATE OF CALIFORNIA
CALIFORNIA HIGHWAY PATROL

State of California Approval

Date: _____

By _____

Exhibit "A"
Amendment to the RCS Participating Agency Agreement

**IMPERIAL VALLEY EMERGENCY
COMMUNICATIONS JPA**

Board of Directors Approval

Date: _____ **By** _____

NORTH COUNTY DISPATCH JPA

Board of Directors Approval

Date: _____ **By** _____

**HEARTLAND COMMUNICATIONS
FACILITY JPA**

Board of Directors Approval

Date: _____ **By** _____

**MIRA COSTA COMMUNITY
COLLEGE DISTRICT**

Governing Authority Approval

Date: _____ **By** _____

METROPOLITAN TRANSIT SYSTEM

Governing Authority Approval

Date: _____ **By** _____

August 7, 2012
Page 5

Exhibit "A"
Amendment to the RCS Participating Agency Agreement

NORTH COUNTY TRANSIT DISTRICT

Governing Authority Approval

Date: _____ **By** _____

PADRE DAM WATER DISTRICT

District Council Approval

Date: _____ **By** _____

SAN DIEGO UNIFIED PORT DISTRICT

Governing Authority Approval

Date: _____ **By** _____

**VIEJAS RESERVATION
FIRE DEPARTMENT**

Governing Authority Approval

Date: _____ **By** _____

SANTEE SCHOOL DISTRICT

Governing Board Approval

Date: _____ **By** _____

August 7, 2012
Page 6

Exhibit "A"
Amendment to the RCS Participating Agency Agreement

ALPINE FIRE PROTECTION DISTRICT

Governing Authority Approval

Date: _____

By _____

**BONITA-SUNNYSIDE
FIRE PROTECTION DISTRICT**

Governing Authority Approval

Date: _____

By _____

**BORREGO SPRINGS
FIRE PROTECTION DISTRICT**

Governing Authority Approval

Date: _____

By _____

**DEER SPRINGS
FIRE PROTECTION DISTRICT**

Governing Authority Approval

Date: _____

By _____

**JULIAN-CUYAMACA
FIRE PROTECTION DISTRICT**

Governing Authority Approval

Date: _____

By _____

August 7, 2012
Page 7

Exhibit "A"
Amendment to the RCS Participating Agency Agreement

**LOWER SWEETWATER
FIRE PROTECTION DISTRICT**

Governing Authority Approval

Date: _____

By _____

**LAKESIDE
FIRE PROTECTION DISTRICT**

Governing Authority Approval

Date: _____

By _____

**NORTH COUNTY
FIRE PROTECTION DISTRICT**

Governing Authority Approval

Date: _____

By _____

**RANCHO SANTA FE
FIRE PROTECTION DISTRICT**

Governing Authority Approval

Date: _____

By _____

Exhibit "A"
Amendment to the RCS Participating Agency Agreement

**RAMONA
FIRE PROTECTION DISTRICT**

Governing Authority Approval

Date: _____

By _____

**RURAL
FIRE PROTECTION DISTRICT**

Governing Authority Approval

Date: _____

By _____

**SAN MIGUEL CONSOLIDATED
FIRE PROTECTION DISTRICT**

Governing Authority Approval

Date: _____

By _____

**VALLEY CENTER
FIRE PROTECTION DISTRICT**

Governing Authority Approval

Date: _____

By _____

Exhibit "A"
Amendment to the RCS Participating Agency Agreement

**VISTA FIRE
FIRE PROTECTION DISTRICT**

Governing Authority Approval

Date: _____

By _____

**NORTH COUNTY
FIRE PROTECTION DISTRICT**

Governing Authority Approval

Date: _____

By _____

STAFF REPORT

NO. 13-02

TO: BOARD OF DIRECTORS
FROM: TONY MICHEL, FIRE CHIEF
SUBJECT: BUDGET AUTHORIZATION
DATE: FEBRUARY 12, 2013



The following budget action is requested for approval:

Description	FY 13 Budget	Funding Request	Funding Source	Action Requested
(1) 2013 - Ford 4x2 Escape (Fire Prevention) a. Radios, Opticom, Console and installation*	\$45,000	\$25,410.75 *Not to exceed \$19,500.00	100% Fleet Reserve	Authorize expenditure
<p>JUSTIFICATION for Funding Request –</p> <p>Staff is seeking authorization to purchase one (1) replacement fire prevention vehicle with radios and white strobe Opticom light:</p> <ul style="list-style-type: none">• One (1) Fire Prevention Vehicle (\$25,410.75)• Radios, Opticom, Console and Installation,: (\$19,500)* <p>Total Cost: (\$44,910.75)</p> <p>The District's replacement schedule was to have the fire prevention vehicle replaced during FY10. Due of the good condition of the vehicle and the low mileage, staff extended the life of the vehicle for an additional three years. This request is due to the condition and unreliability of the fire prevention fleet and staff recommends approval of this authorization.</p>				

RESOLUTION No. 2013-03

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

BE IT RESOLVED that the Board of Directors of the Rancho Santa Fe Fire Protection District does hereby authorize the following salary ranges and benefits for management personnel effective January 1, 2013.

I. SALARIES (FLSA Exempt)

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

<i>Position</i>	<i>Range/Annual Salary</i>	
Fire Chief	\$155,313	\$188,784
Deputy Chief	\$126,437	\$153,684
Battalion Chief	\$109,638	\$133,266
Fire Marshal	\$114,619	\$139,320
Administrative Manager	\$ 84,927	\$103,231

II. RETIREMENT

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

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

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

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

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

- a. 1959 Survivor Benefit – Fourth Level

Note: Government Code Section 20840(e) includes but not limited to: 1) pre-retirement optional settlement 2 death benefit; 2) conversion of unused sick leave to retirement service credit; 3) ability for members to convert, at their own expense, prior military

service and prior public service to CalPERS retirement service; and 4) local system service credit included in the basic death benefit.

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

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

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

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

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

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

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

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

- b. 1959 Survivor Benefit – Fourth Level

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

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

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

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

III. CLOTHING ALLOWANCE

3.01	<i>Position</i>	<i>Annual Allowance</i>
	Administrative Manager	\$150

Upon termination of any personnel in the above listed positions, the allowance shall then become \$0.

IV. SICK LEAVE

4.01 Shift Employees

4.01.1 Accrual: Shift employees shall accrue sick leave at the rate of 12 hours per month. Sick leave shall be accumulated with no maximum accrual.

4.01.2 At retirement, unused sick leave credit for shift employees shall be converted to one of the following:

1. All unused sick leave hours may be reported to CalPERS for additional service credit. Conversion of a shift employee's sick leave bank to equivalent sick days as required by PERS will be computed by dividing the total number of unused sick leave hours by eight (8); or
2. The employee may choose to convert unused sick leave hours to an employee's RHSA at a ratio of 3:1. A minimum of 960 sick leave hours is required to be eligible for this option. The RHSA contribution shall be calculated at the straight time rate and shall not exceed the value of 40 shifts; or
3. A combination of both options, if the remaining unused sick leave hours not used for additional service credit, exceeds 960 hours.

4.02 Non-shift employees

4.02.1 Accrual: Non-shift employees shall accrue sick leave at the rate of 8 hours per month. Sick leave shall be accumulated with no maximum accrual.

4.02.2 At retirement, unused sick leave credit for non-shift employees shall be converted to one of the following:

- a. All unused sick leave hours may be reported to CalPERS for additional service credit.
 1. Conversion of a non-shift employee's sick leave bank to equivalent sick days as required by PERS will be computed by dividing the total number of unused sick leave hours by eight (8); or
 2. The employee may choose to convert unused sick leave hours to an employee's RHSA at a ratio of 3:1. A minimum of 685 hours is required to be eligible for this option. The RHSA contribution shall be calculated at the straight time rate and shall not exceed the value of 685 hours ; or

3. A combination of both options, if the remaining unused sick leave hours not used for additional service credit, exceeds 685 hours.

4.03 *Management Employees*

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

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

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

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

V. INSURANCE

5.01 Medical-Dental: The District shall remit insurance premiums for HMO medical and HMO dental insurance for employees, their dependents, and the Board of Directors in an amount equal to the premium cost of the family rate, up to \$1,000 per month.

5.02 If the premiums for medical and dental insurance exceed \$1,000 per month, the employee and District agree to share the cost difference 50/50. The District shall establish a capped rate equal to the cost of Health Net HMO (family rate) and HMO dental (family rate) of \$1,000, plus the shared cost difference 50/50 that exceeds \$1,000.

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

5.04 Eligible full-time employees may elect to opt out of only the medical insurance, if proof of coverage can be provided to the District. If no medical options are selected, the District shall place a capped rate of \$1,000 per month (\$12,000 annually) in the employees medical reimbursement account. Unused premiums shall be transferred to the employees HRSA per the provisions in 6.01.

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

5.06 Life: The District shall provide a \$50,000 life insurance policy for the employee and the Board of Directors, and \$1,000 life insurance policy for employee's dependents. The policy shall include accidental death and dismemberment coverage.

05.07 Long-Term Disability: The District shall provide a Long-Term Disability plan.

05.08 In the event the Board of Directors modifies the insurance benefit (increase or decrease) in any other labor contract, this insurance benefit shall be adjusted per said resolution or contract for all positions identified in this Resolution.

VI. HEALTH RETIREMENT SAVINGS ACCOUNT

6.01 Employees shall be required to participate in a District administered Retirement Health Savings Account (RHSA). The following terms apply:

- a. Effective July 1, 2006 a monetary contribution will be made by the District in the amount of \$100 per employee per month.
- b. The value of any unused medical reimbursement shall be transferred at the end of each calendar and fiscal year to the employee's RHSA (contributed twice a year).
- c. If the shift employee has an excess of 480 hours of unused sick leave, then at the end of each calendar year 50% of the unused sick leave (134.4 minus sick leave used) will be contributed to the RHSA at the employee's hourly rate.
- d. If the non-shift employee has an excess of 343 hours of unused sick leave, then at the end of each calendar year 50% of the unused sick leave (96 minus sick leave used) will be contributed to the RHSA at the employee's hourly rate.

VII. MANAGEMENT SUPPLEMENTAL BENEFIT PLAN

7.01 The Management Supplemental Benefit Plan provides for additional compensation and/or non-taxable benefit equal to 5.00% of annual base salary as of July 1, and paid once per calendar year. Managers covered by this resolution may choose one of the following options:

- a. Direct Payment – Cash: this option is considered additional income and is subject to federal and state withholding taxes.
- b. Direct Payment – Deferred Compensation 457 Plan: this option is considered additional income and is subject to the maximum deferral allowed by the IRS.
- c. Medical Reimbursement: this option is considered a non-taxable benefit, which may be used for additional medical/dental expenses. Please note that unused monies in this account are not eligible for transfer to the District's Health Retirement Savings Account.

- d. Combination of Option a, b, or c: this option may not exceed the maximum benefit.

VIII. HOLIDAYS

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

- a. New Year's Day (January 1)
- b. Martin Luther King Day (third Monday in January)
- c. President's Day (third Monday in February)
- d. Memorial Day (fourth Monday in May)
- e. Independence Day (July 4)
- f. Labor Day (first Monday in September)
- g. Veteran's Day (November 11)
- h. Thanksgiving Day (fourth Thursday in November)
- i. Day after Thanksgiving Day
- j. Christmas Day (December 25)
- k. Floating Holiday

08.02 All Chief Officers shall receive holiday payment equal to one-half month's salary, payable at the end of November. Rotating schedules to assure availability during holidays will be required.

IX. USE OF DISTRICT VEHICLES

09.01 The District will assign a vehicle to the following positions for commuting to/from work and all business purposes to insure availability for immediate emergency response:

- a. Fire Chief
- b. Deputy Chief
- c. Fire Marshal
- d. Battalion Chief – Administrative/Training

09.02 Battalion Chief – Shift: while on duty, shift Battalion Chiefs are provided an emergency vehicle to assist in the performance of their duties.

09.03 The value for all personal use may be reported as a taxable fringe benefit as established by IRS Regulations and the District's Administrative policy.

X. VACATION ACCRUAL

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

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

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

XI. EMERGENCY RESPONSE COMPENSATION

11.01 The District will compensate employees at the straight-time hourly rate for all time worked greater than their daily rate for responses for which the District is reimbursed. The District will pay compensation upon receipt of monies from agencies requesting services. Maximum compensation will not exceed any reimbursement amount received by the District. This provision does not apply to any Battalion Chief position.

11.02 Battalion Chief Emergency Callback: *Battalion Chief Emergency Callback* is defined as a call back to work for emergency coverage exceeding three (3) hours; or when on an emergency assignment that does not extend into the next 24-hour operational period shall be paid at their straight time hourly rate.

11.03 Battalion Chief Extended Assignment: *Battalion Chief Extended Assignment* is defined as an emergency assignment that extends into the next 24-hour operational period. The employee shall be paid an hourly rate of time and one-half.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Rancho Santa Fe Fire Protection District on February 13, 2013 by the following vote:

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

James H Ashcraft
President

ATTEST:

Karlana Rannals
Secretary

RESOLUTION No. 2013-04

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE RANCHO SANTA FE FIRE PROTECTION DISTRICT ESTABLISHING SALARY AND BENEFITS FOR THE EMERGENCY MEDICAL SERVICES COORDINATOR POSITION

BE IT RESOLVED that the Board of Directors of the Rancho Santa Fe Fire Protection District does hereby authorize the following salary range and benefits for Emergency Medical Service (EMS) Coordinator effective January 1, 2013.

I. SALARY (FLSA Exempt)

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

<i>Position</i>	<i>Range/Annual Salary</i>	
EMS Coordinator	\$82,366	\$100,116

1.02 The EMS Coordinator position is an “at-will,” non-safety, exempt-position. This position, employed by the Rancho Santa Fe Fire Protection District, will work on behalf of the entire County Service Area 17 (CSA-17) and reports to all of the CSA-17 member agencies. The compensation for the position is based on the contract between the County of San Diego (County) and the successful bidder for the right to provide transport services for CSA-17. The total compensation for the EMS Coordinator position shall not exceed the amount set forth in the County contract.

II. RETIREMENT

2.01 The District shall fund a retirement plan (Miscellaneous: 2.7% @ 55) with the California Public Employees Retirement System (CalPERS). The retirement plan shall include all statutory benefits and the following optional benefits:

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

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

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

III. SICK LEAVE

3.01 *Non-shift employees*

3.01.1 Accrual: Non-shift employees shall accrue sick leave at the rate of 8 hours per month. Sick leave shall be accumulated with no maximum accrual.

3.01.2 At retirement, unused sick leave credit for non-shift employees shall be converted to one of the following:

- a. All unused sick leave hours may be reported to CalPERS for additional service credit.

1. Conversion of a non shift employee's sick leave bank to equivalent sick days as required by PERS will be computed by dividing the total number of unused sick leave hours by eight (8); or
2. The employee may choose to convert unused sick leave hours to an employee's RHSA at a ratio of 3:1. A minimum of 685 hours is required to be eligible for this option.
 - i. The RHSA contribution shall be calculated at the straight time rate and shall not exceed the value of 685 hours ; or
3. A combination of both options, if the remaining unused sick leave hours not used for additional service credit, exceeds 685 hours.

3.03 *Exempt Employee(s)*

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

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

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

IV. INSURANCE

4.01 Medical-Dental: At the option of the employee, the employee may elect to participate in the District's health insurance (medical/dental) that is offered to all employees. The funds available shall be determined annually for medical reimbursement and/or medical premiums, and shall be determined after calculating all other costs (employer and employee) associated with this position. However, the funds available shall not exceed the CAP established for all District employees.

4.02 The District may remit insurance premiums, if elected to participate by employee, for HMO medical and HMO dental insurance for employees, their dependents, in an amount equal to the premium cost of the family rate, up to \$1,000 per month.

4.03 If the premiums for medical and dental insurance exceed \$1,000 per month, the employee and District agree to share the cost difference 50/50. The District shall establish a capped rate equal to the cost of Health Net HMO (family rate) and HMO dental (family rate) of \$1,000, plus the shared cost difference 50/50 that exceeds \$1,000

4.04 Any unused premium may be used for medical/dental expenses as defined by the Administrative Policy for a maximum period of 24 months. After the 24-month period expires, or at retirement, 100% of any unused premium shall be transferred to the employee's Retirement Health Savings Account. NOTE: If the employee separates from employment, any unused funds in the employee's medical reimbursement account shall be transferred to the District's Retirement Health Savings Account.

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

4.06 Life: The District shall provide a \$50,000 life insurance policy for the employee and the Board of Directors, and \$1,000 life insurance policy for employee's dependents. The policy shall include accidental death and dismemberment coverage.

4.07 Long-Term Disability: The District shall provide a Long-Term Disability plan.

4.08 In the event the Board of Directors modifies the insurance benefit (increase or decrease) in any other labor contract, this insurance benefit shall be adjusted per said resolution or contract for all positions identified in this Resolution.

V. HEALTH RETIREMENT SAVINGS ACCOUNT

5.01 Employees shall be required to participate in a District administered Retirement Health Savings Account (RHSA). The following terms apply:

- a. A monetary contribution will be made by the District in the amount of \$100 per month.
- b. The value of any unused medical reimbursement shall be transferred at the end of each calendar and fiscal year to the employee's RHSA (contributed twice a year).
- c. If the non-shift employee has an excess of 343 hours of unused sick leave, then at the end of each calendar year 50% of the unused sick leave (96 minus sick leave used) will be contributed to the RHSA at the employee's hourly rate.

VI. HOLIDAYS

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

- a. New Year's Day (January 1)
- b. Martin Luther King Day (third Monday in January)
- c. President's Day (third Monday in February)
- d. Memorial Day (fourth Monday in May)

- e. Independence Day (July 4)
- f. Labor Day (first Monday in September)
- g. Veteran's Day (November 11)
- h. Thanksgiving Day (fourth Thursday in November)
- i. Day after Thanksgiving Day
- j. Christmas Day (December 25)
- k. Floating Holiday

VII. USE OF DISTRICT VEHICLES

7.01 The District will assign a vehicle to the following positions for commuting to/from work and all business purposes to insure availability for immediate emergency response:

- a. EMS Coordinator – County Contract Vehicle

7.02 The value for all personal use may be reported as a taxable fringe benefit as established by IRS Regulations and the District's Administrative policy.

VIII. VACATION ACCRUAL

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

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

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Rancho Santa Fe Fire Protection District on February 13, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

James H Ashcraft
President

ATTEST:

Karlana Rannals
Secretary