



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

July 29, 2013
Special Meeting
9:00 am

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. Special Presentations

- a. Retirement Recognition
 - i) Terry Gibson

3. Public Comment

4. Old Business

- a. RSF Battalion Chief Response to Elfin Forest Volunteer Fire Department (CSA-107)

To discuss and/or approve the agreement that provides primary emergency response battalion chief coverage for Elfin Forest Volunteer Fire Department. [Staff Report 13-14](#)

ACTION REQUESTED: **Approve**

- b. San Dieguito Ambulance Service Request for Proposal (RFP)

To discuss and seek direction for responding to the San Dieguito Ambulance Service RFP to provide ambulance transport service.

ACTION REQUESTED: **Direction**

5. New Business

- a. Board Vacancy – Resignation of Tom Hickerson

To discuss and/or provide direction for the selection process to appoint (or elect) a successor for the board vacancy. [Staff Report 13-15](#)

ACTION REQUESTED: **Select appointment process and/or set special meeting date**

6. Adjournment

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.



RANCHO SANTA FE FIRE PROTECTION DISTRICT
Board of Directors Special Meeting Agenda
Monday, July 29, 2013 9:00 am (PT)

CERTIFICATION OF POSTING

I certify that on July 27, 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 24 hours in advance of the meeting of the Board of Directors (Government Code Section 54954.2)

Executed at Rancho Santa Fe, California on July 27, 2013

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

Karlana Rannals
Board Clerk

STAFF REPORT

13-14

TO: TONY J. MICHEL, FIRE CHIEF
FROM: MIKE GIBBS, DEPUTY CHIEF
SUBJECT: ELFIN FOREST/HARMONY GROVE FIRE DEPARTMENT
VOLUNTEER FIRE DEPARTMENT BATTALION CHIEF COVERAGE
DATE: JULY 22, 2013



RECOMMENDATION

Staff recommends the following:

1. The board approve the agreement prepared by District's legal counsel
2. Upon successful discussions with representatives of Elfin Forest Harmony Grove Fire Department (EFF), authorize the Fire Chief to execute the contract.

BACKGROUND

At the July 10, 2013 Board of Director's meeting, the Board reviewed staff report no. 13-12 which proposed to provide duty Battalion Chief coverage for EFF for a 1-year trial period. At the conclusion of the discussion, staff was directed to request the District's legal counsel draft an agreement for services.

BATTALION CHIEF DUTY COVERAGE AGREEMENT

This Battalion Chief Duty Coverage Agreement (“**Agreement**”) is made and entered this ___ day of July, 2013 (“**Effective Date**”), by and between the Elfin Forest/Harmony Fire Department, Inc., a California non-profit public benefit corporation (“**EFFD**”) and the Rancho Santa Fe Fire Protection District, a California special district (“**RSFFD**”).

RECITALS

WHEREAS, EFFD desires to retain RSFFD to provide Battalion Chief duty coverage pursuant to an agreed upon incident response plan for emergency incident command officer coverage (“**BC Duty Coverage**”); and

WHEREAS, RSFFD is willing, subject to the terms of this Agreement, to provide BC Duty Coverage to EFFD; and

NOW THEREFORE, the parties agree as follows:

1. **Purpose.** This Agreement when executed by all parties hereto shall constitute an engagement of RSFFD by EFFD to provide BC Duty Coverage to EFFD in accordance with the terms of this Agreement,

2. **BC Duty Coverage.** RSFFD shall furnish to EFFD BC Duty Coverage in accordance with an agreed upon incident response plan for emergency incident command officer coverage. A copy of the incident response plan is attached hereto as Exhibit “A”. As used herein an emergency incident shall be defined as an incident for which an “incident number” has been assigned by North County Dispatch Joint Powers Authority and the primary command officer is provided by RSFFD.

In the event RSFFD is unable to provide BC Duty Coverage due to their Battalion Chiefs being committed to another emergency incident, said inability shall not be deemed a breach of this Agreement by RSFFD. In such event, EFFD will use their own chief officers.

3. **Compensation.** For the services herein to be performed, during the term of this Agreement, EFFD shall pay to RSFFD the sum of Four Thousand Dollars (\$4,000) per year payable in quarterly installments of One Thousand Dollars (\$1,000). Each such payment shall be due on the first day of each quarter. Said compensation is based upon 0 to 30 “incidents” per year. If the number of “incidents” exceeds 30 incidents per year then EFFD shall pay to RSFFD One Hundred Seventy-five Dollars (\$175) per “incident” over 30 (“Additional Incidents”). Said Additional Incidents shall be billed to EFFD with payment due within thirty (30) days of invoice date.

4. **Term.** The term of this Agreement shall commence on the Effective Date and shall continue thereafter for one (1) year. Notwithstanding the foregoing either party may terminate this Agreement by providing the other party with thirty (30) days written notice of their intent to terminate this Agreement.

5. **Employees of RSFFD.** All personnel assigned by RSFFD to perform the services hereunder shall be at Battalion Chief level or higher and shall at all times be employees of RSFFD. RSFFD shall have the sole responsibility of paying the salaries, taxes, including but not limited to Federal Social Security Taxes, Federal, State employment taxes and all other employee related expenses including but not limited to Workers' Compensation Insurance and Retirement Benefits relating to employees of RSFFD utilized by RSFFD to provide the services under this Agreement.

6. **Employees of EFFD.** All personnel of EFFD hired, volunteered or authorized by EFFD shall at all times be employees of EFFD. EFFD shall have the sole responsibility of paying the salaries, taxes, including but not limited to Federal Social Security Taxes, Federal, State employment taxes and all other employee related expenses including but not limited to Workers' Compensation Insurance and Retirement Benefits relating to employees of EFFD.

7. **Compliance with Applicable Statutes, Ordinance and Regulations.** In performing the BC Duty Coverage under this Agreement, RSFFD shall comply with all applicable federal, state, and county statutes, ordinance and regulations.

8. **Insurance.**

a. EFFD shall furnish and keep in full force and effect during all times of this Agreement the following insurance:

i. Workers' Compensation insurance covering all of the employees and volunteers of EFFD.

ii. Comprehensive Automobile Liability Insurance having a combined single limit of not less than \$1,000,000 per occurrence, and insuring against liability for claims arising out of the ownership, maintenance or use of any owned, hired or non-owned vehicles.

iii. Comprehensive Liability insurance to include general liability, automotive liability, and public officials and professional liability. These policies shall provide coverage for bodily injury and property damage in an amount not less than two million dollars (\$2,000,000.00) combined single limit per occurrence and shall name RSFFD as an additional insured. No cancellation or change of coverage shall be effective until thirty (30) days written notice has been given to RSFFD.

b. RSFFD shall furnish and keep in full force and affect during all times of this Agreement the following insurance;

i. Workers' Compensation Insurance covering all employees of RSFFD assigned by RSFFD to provide the BC Duty Coverage under the Agreement.

ii. Comprehensive Automobile Liability Insurance having a combined single limit of not less than \$1,000,000 per occurrence, and insuring against liability for claims arising out of the ownership, maintenance or use of any owned, hired or non-owned vehicles.

iii. Compensation liability insurance to include general liability, automotive liability, and public officials and professional liability for any and all property claims or suits for damages arising out of RSFFD's duties under this Agreement by RSFFD's officers, agents, representatives or employees. The policy shall provide coverage for bodily injury and property damage in an amount not less than two million dollars (\$2,000,000.00) combined single limit per occurrence and shall name EFFD as additional insured. No cancellation or charge of coverage shall be effective until thirty (30) days written notice has been given to EFFD.

10. **Indemnification.**

a. EFFD agrees to and shall indemnify, defend and hold RSFFD and its officers, directors, agents, representatives, subcontractors, volunteers or employees harmless from and against all expenses including without limitation attorney's fees and disbursements, losses or liabilities, including any liabilities, loss or claim or third party claims arising out of any claim or loss alleged to have arisen out of the operations of the fire department by EFFD including all acts or actions of its employees, volunteers, officers, directors, representatives or agents as it relates to this Agreement. This indemnity shall survive the termination of this Agreement.

b. RSFFD agrees to and shall indemnify, defend and hold EFFD and its officers, directors, agents, representatives, subcontractors, volunteers or employees harmless from and against all expenses including without limitation attorney's fees and disbursements, losses or liabilities, including any liabilities, loss or claim or third party claims arising out of any claim or loss alleged to have arisen out of the operations of the fire department by RSFFD including all acts or actions of its employees, volunteers, officers, directors, representatives or agents as it relates to this Agreement. This indemnity shall survive the termination of this Agreement.

11. **Miscellaneous Provisions.**

a. **Non-assignability.** This Agreement shall not be assigned by either party without first obtaining the express written consent of the other parties.

b. **Notices.** Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either party shall be in writing and shall be deemed duly served and given when personally delivered to the party whom directed or in lieu of such personal service when deposited in the United States mail, postage pre-paid to:

RSF
Rancho Santa Fe Fire Protection District
P.O. Box 410
18027 Calle Ambiente
Rancho Santa Fe, CA 92067-0410
Attn: Fire Chief Tony Michel

EFFD
Elfin Forest/Harmony Fire Department, Inc.
20223 Elfin Forest Rd.
Elfin Forest, CA 92029
Attn: Fire Chief Frank Twohy

c. **Entire Agreement.** EFFD and RSFFD agree that this Agreement constitutes the sole and only Agreement between them representing the BC Duty Coverage and correctly sets forth their obligations and duties with respect to each other.

d. **Amendment.** This Agreement may be amended only by writing signed by all Parties to this Agreement

e. **Subject Headings,** The subject headings of the Paragraphs in this Agreement are included solely for the purposes of convenience and reference, and shall not be deemed to explain, modify, limit, amplify or aid in the meaning, construction or interpretation of any provisions of this Agreement.

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

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

h. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of California.

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

j. **Recitals.** The recitals set forth at the beginning of this Agreement of any matters or facts shall be conclusive proof of the truthfulness thereof and the terms and conditions set forth in the recitals, if any, shall be deemed a part of the Agreement.

k. **Authority.** Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement.

l. **Exhibits.** All attached Exhibits to which reference is made herein are hereby incorporated by this reference.

Executed at Rancho Santa Fe, California on the date and year first appearing above.

RSE

Rancho Santa Fe Fire Protection District

By: _____

Name: _____

Its: _____

EFFD

Elfin Forest/Harmony Fire Department, Inc.

By: _____

Name: _____

Its: _____

EXHIBIT "A"
INCIDENT RESPONSE PLAN

STAFF REPORT

NO. 13-15

TO: BOARD OF DIRECTORS
TONY MICHEL, FIRE CHIEF

FROM: KARLENA RANNALS, BOARD CLERK

SUBJECT: BOARD VACANCY

DATE: JULY 22, 2013



RECOMMENDATION

A recommendation will not be provided by staff, as this discussion must be held at the board level.

CURRENT SITUATION

Director Hickerson notified the Rancho Santa Fe Fire Protection District Board of Directors and staff on July 10 of his resignation effective July 25, 2013. Section 1780 of the Government Code of the State of California, outlines the requirements to fill a vacancy that will exist on the governing board of the Rancho Santa Fe Fire Protection District. The following information is provided to assist the remaining board in filling the vacancy:

- The District must notify the county elections official of the vacancy no later than 15 days following either the date on which the district board is notified of the vacancy or the effective date of the vacancy, whichever is later.
- The remaining District Board members may fill the vacancy by appointment, or by calling a special election.

If the Board of Directors chooses to appoint a qualified resident of the district for the vacancy, the following steps are necessary:

1. Appointments pursuant to G.C. 1780 shall be made within a period of 60 days immediately subsequent to either the date on which the District Board is notified of the vacancy or the effective date of the vacancy, whichever is later. In this case July 25, 2013.
2. A notice of the vacancy shall be posted in three or more conspicuous places in the district at least 15 days before the appointment is made.
 1. Appointment must be made at a public meeting.
 2. If the vacancy occurs in the first half of a term of office, but less than 130 days prior to the next general district election, or if the vacancy occurs in the second half of a term of office, the person appointed to fill the vacancy shall fill the balance of the unexpired term of office. In this case until November 2014.
 3. The district shall notify the county elections official of the appointment no later than 15 days after the appointment.

STAFF REPORT 13-15

If the Board of Directors chooses to call for a special election for the vacancy, the following steps are necessary:

1. The election called shall be held on the next established election date provided in Chapter 1 (commencing with Section 1000) of Division 1 of the Elections Code that is 130 or more days after the date the district board calls the election. In this case on November 5.
2. The person elected to fill the vacancy shall fill the balance of the unexpired term. The Board member, if elected, will serve until November 2014, at which time the individual may run for a full four-year term.
3. The District will be required to pay for a special election for the estimated 17,389 registered voters. The estimate provided by the Registrar of Voters office for the County of San Diego is \$220,000 - \$270,000.

I have attached a **DRAFT** Notice of Vacancy for your consideration. Please review and provide the necessary information and/or changes so that the announcement can be posted no later than August 1, 2013.

NOTICE OF VACANCY

Rancho Santa Fe Fire Protection District
Board of Directors

NOTICE IS HEREBY GIVEN, pursuant to Section 1780 of the Government Code of the State of California that a vacancy exists on the governing board of the Rancho Santa Fe Fire Protection District, as of July 25, 2013.

NOTICE IS FURTHER GIVEN that the vacancy in said office may be filled by the remaining District Board members by appointment.

Said remaining Board members may make an appointment to fill said vacancy at a public meeting no later than September 22, 2013, or call for a special election.

This office, to which an appointment may be made and for which such vacancy exists, will expire on the commencement of the term of the person elected to said office at the next General Election to be held in November 2014.

The successful appointee is requested to submit nomination papers with the County of San Diego Registrar of Voters for election to the Rancho Santa Fe Fire Protection District Board of Directors before the filling deadline for the next general election.

If you are interested in serving as a board member, please submit your resume and a letter of interest that includes that you meet the following qualifications:

1. Age 18, or over;
2. Reside within the boundaries of the fire protection district; and
3. A registered voter of the fire protection district.

All interested applicants must submit the requested materials to Karlena Rannals, Board Clerk by (time – TBD) (Date – TBD). *The Board of Directors has scheduled a special meeting for (Date – Time), at which time all applicants will be interviewed.*

Should you have any questions, do not hesitate to contact any board member, the Board Clerk or Tony Michel, Fire Chief at 858.756.5971.

Dated: July 30, 2013

BY ORDER OF THE GOVERNING BOARD OF THE RANCHO SANTA FE FIRE PROTECTION DISTRICT

Karlena Rannals

Karlena Rannals
Board Clerk

NOTICE OF VACANCY
RANCHO SANTA FE FIRE PROTECTION DISTRICT
BOARD OF DIRECTORS

ADDITIONAL INFORMATION

The RANCHO SANTA FE FIRE PROTECTION DISTRICT has a vacancy on the Board of Directors. Persons interested in applying to fill the vacancy should know the following:

Applicants must reside within the boundaries of the Rancho Santa Fe Fire Protection District and be a registered voter of the District.

The appointee will be requested to run in the general elections in November 2014 to retain the appointed seat, and preference will be given to those willing to run.

Regular Board of Director meetings held on the second Wednesday of every month beginning at 1:30 p.m. at the District's Administrative office.

If you are interested in serving as a board member, please submit your resume and a letter of interest that includes that you meet the following qualifications:

1. Age 18, or over
2. Reside within the boundaries of the fire protection district; and
3. A registered voter of the fire protection district.

All interested applicants must submit the requested materials to Karlana Rannals, Board Clerk by **(Time – Date)**. *The Board of Directors has scheduled a special meeting for **(Date – TBD)**, at which time all applicants will be interviewed*

Should you have any questions, do not hesitate to contact any board member, the Board Clerk or Tony Michel, Fire Chief at 858.756.5971.