



## 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

March 14, 2012  
Regular Meeting – 1:00 pm

### 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 February 8, 2012

ACTION REQUESTED: **Approve**

#### b. Receive and File

- i) Monthly/Quarterly Reports – ACTION REQUESTED: **Information**

##### (1) List of Demands

Check 22506 thru 22685 for the period February 1 – 29, 2012 totaling: \$ 769,771.93

Payroll for the period February 1 – 29, 2012 \$ 404,982.82

TOTAL DISTRIBUTION \$1,174,754.75

##### (2) Activity Reports – February 2012

- Operations
- Training
- Fire Prevention

- Fairbanks Ranch Station Replacement
  - Construction Change Orders
- (3) District Articles
- (4) Correspondence - letters/cards were received from the following members of the public:
  - Elfin Forest/Harmony Grove Fire Department, Inc.
  - William D. Cameron
- (5) Agreement to Purchase Fuel from SoCo Group – [Staff Report 12-04](#)
  - Authorize Fire Chief to execute contract to continue to purchase gasoline and diesel fuel from the SoCo Group through the purchasing consortium.

## 5. Oral Report

- a. Fire Chief – Michel
  - i) Fairbanks Ranch Replacement Fire Station – Update
    - (1) Station Dedication – determine date
  - ii) CPR Class (March 20, 2012 , 5:30 – 8:30 pm)
  - iii) Contaminated Soil - Update
  - iv) Cooperative efforts
  - v) District Activities
    - (1) San Diego County Fire Authority Deployment Study (prepared by Citygate Consultants)
    - (2) 4S Ranch Pancake Breakfast – April 7, 2012
- b. Operations – Deputy Chief Ward
- c. Training – Battalion Chief Davidson
- d. Fire Prevention – Deputy Fire Marshal
- e. Administrative Manager – Rannals
- f. Board of Directors
  - i) North County Dispatch JPA – Update
  - ii) County Service Area – 17 – Update
  - iii) Comments

## 6. Old Business

- a. None

## 7. New Business

- a. Appoint Representative for Lease Negotiation  
 To discuss and appoint District representative(s) for space lease negotiations with North County Dispatch Joint Powers Authority  
 ACTION REQUESTED: **Appoint representative**

## 8. Resolution/Ordinance

- a. Resolution No. 2012-02  
 To adopt 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  
 ACTION REQUESTED: **Adopt**

- b. Resolution No. 2012-03  
To discuss and/or approve a resolution of the Rancho Santa Fe Fire Protection District to Participate in the San Diego County Fire Mitigation Fee Program  
ACTION REQUESTED: **Adopt**
- c. Resolution No. 2012-04  
To discuss and/or approve a resolution of the Rancho Santa Fe Fire Protection District an intent to approve an amendment to contract between the Board of Administration CalPERS and the Board of Directors [Staff Report 12-05](#)  
ACTION REQUESTED: **Adopt**

## 9. Closed Session

- a. 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
  - Agency Negotiator: To be determined
  - Negotiating Parties: North County Dispatch Joint Powers Authority
  - Under Negotiation: Instruction to negotiator concerning price and term
- b. With respect to every item of business to be discussed in closed session pursuant to Section 54957.6
  - CONFERENCE WITH LABOR NEGOTIATORS
  - Agency Negotiators: Jim Ashcraft, Randy Malin, and assigned Staff
  - Unrepresented Employees: Fire Chief; Fire Marshal; Battalion Chief (3); Administrative Manager
  - Under Negotiation: A successor Memorandum of Understanding/Compensation Resolution

## 10. Adjournment

RANCHO SANTA FE FIRE PROTECTION DISTRICT  
Board of Directors Regular Meeting – Agenda  
Wednesday, March 14, 2012 1:00 pm PST

CERTIFICATION OF POSTING

I certify that on March 9, 2012 a copy of the foregoing agenda was posted on the District's website and near the regular 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 March 9, 2012

*Karlana Rannals*

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Karlana Rannals  
Board Clerk



**RANCHO SANTA FE FIRE PROTECTION DISTRICT  
REGULAR MEETING BOARD OF DIRECTORS  
MINUTES – February 8, 2012**

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 Prevention Specialist Renee Hill led the assembly in the *Pledge of Allegiance*.

**1. Roll Call**

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

Directors Absent: None

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

President Ashcraft informed the Board of a request to amend the agenda to include the following topics for discussion and/or action:

NEW AGENDA ITEM: New Business 6 (c) and 6(d)

c. Budget Authorization – Vehicle Purchase

To discuss and/or approve the purchase of a battalion chief command vehicle [Staff Report 12-03](#)

ACTION REQUESTED: **Approve**

d. CSA-17 Advisory Board Representative – Alternate

To discuss and/or appoint a District representative to serve as the alternate to the CSA-17 Advisory Board

ACTION REQUESTED: **Appoint Representative**

MOTION BY DIRECTOR HILLGREN, SECOND BY DIRECTOR HICKERSON, CARRIED 5 AYES; 0 NOES; 0 ABSENT to amend the agenda as requested.

**2. Public Comment**

No one requested to speak to the Board.

**3. Consent Calendar**

MOTION BY DIRECTOR HICKERSON, SECOND BY DIRECTOR TANNER, CARRIED 5 AYES; 0 NOES; 0 ABSENT; 0 ABSTAIN to approve the Consent Calendar as submitted.

a. *Board of Directors Minutes*

MOTION BY DIRECTOR HICKERSON, SECOND BY DIRECTOR TANNER, CARRIED 5 AYES; 0 NOES; 0 ABSENT; 0 ABSTAIN to approve the following:

Board of Directors minutes of January 11, 2012

b. *Receive and File*

MOTION BY DIRECTOR HICKERSON, SECOND BY DIRECTOR TANNER, CARRIED 5 AYES; 0 NOES; 0 ABSENT; 0 ABSTAIN to and file:

i) Monthly/Quarterly Reports

(1) List of Demands

Check 22446 thru 22505 for the period January 1 – 31, 2012 totaling:	\$ 471,620.62
Payroll for the period January 1 – 31, 2012	<u>\$ 500,943.99</u>
	\$ 971,564.61

(2) Financial Reports – Quarter ending December 31, 2011

- Budget Review
- Combined Summary Statement Cash Assets-Liabilities

(3) Activity Reports – January 2012

- Fire Prevention
- Operations
- Training
- Fairbanks Ranch Station Replacement
  - Construction Change Orders

(3) District Articles

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

- None

4. Oral Report

a. *Fire Chief – Michel*

- i) Fairbanks Ranch Replacement Fire Station – Update: Captain Galindo distributed an update on project. He reported that most board members have walked through the construction site. The walk thru with the contractor took 1 ½ days to complete and develop the “punch list.” He also informed the board that Erwin Willis has been a tremendous resource to assist with the installation of the computer infrastructure. The project is approximately 99% complete.
- ii) CPR Class: a reminder that the CPR class scheduled for March 20 will begin at 5:30 pm. All spouses are welcome to attend.
- iii) Cooperative efforts: the leadership and chief officers met January 27, 2012 to discuss the obstacles and ways to overcome them to keep a cohesive unit as the leadership explores additional opportunities. They hope to reconnect with the governance group in a few months.
- iv) District Activities
  - (1) San Diego County Fire Authority Deployment Study: the study prepared by Citygate Consultants was reviewed with representatives of the Fire Districts Association, which Chief Michel was voted president. The deployment study is forecasting the existing footprint (CSA-135) and how it might be affected in five to ten years.
  - (2) As President of San Diego County Fire Districts Association, he has a seat on the Fire Mitigation Fee Program Committee. The fee per square foot will remain at 46 cents.

b. *Operations – Chief Ward*

- i) Chief Ward reported 178 calls for service the previous month. He summarized the following significant calls that District personnel responded to:
  - (1) Fire loss totaling \$3,250 was caused by
    - Unattended candle; Dryer fire; Barbeque fire on a deck; Trash can fire

- (2) Distributed a monthly weather outlook for February
- c. *Training – Battalion Chief Davidson*
  - i) Chief Davidson summarized the following training activity for all personnel:
    - (1) Multi-Casualty Incident (MCI) training
    - (2) Live Fire Training – sponsored by San Marcos
    - (3) Hose Testing
    - (4) Hose Lays
- d. *Fire Prevention - Fire Marshal*
  - i) Fire Prevention Week: Public Education Coordinator Julie Taber summarized the activities conducted in October 2011. Statistics reported that there were 20 presentations made with combined grades that reached approximately 1,800 students.

## 7. Closed Session

Pursuant to section 54956.9, the board met in closed session from 2:00 – 2:12 pm to discuss the following:

- a. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
 Name of Case: REXEL, Inc. – Case No. 37-2001-00102622  
*All board members and staff listed attended the closed session. In addition, legal counsel (Stephen J. Fitch, Esq.) participated via conference call.*

Upon reconvening to open session, President Ashcraft that the matter listed was discussed with no action taken by the Board of Directors.

President Ashcraft also informed the board that they would complete the remainder of the closed session topics after the completion of all new business.

### *Ten-minute recess*

- ii) Fire Prevention Specialist Renee Hill summarized the staff activity:
  - (1) New Construction: staff has reviewed the fire protection plan of a new church that has some site issues that include access. The church size is in excess of 60,000 square feet.
  - (2) Weed abatement: to date, notices continue to be sent and seven were forced abated
  - (3) Del Dios Gorge: The first phase is complete.
- e. *Administrative Manager – Rannals*
  - i) She reminded the board members and staff to submit the Conflict of Interest form for filing by April 1<sup>st</sup>.
- f. *Board of Directors*
  - i) North County Dispatch JPA – Update: next meeting scheduled for February 23, 2012
  - ii) County Service Area – 17 – Update: Hickerson: advisory committee met February 7, 2012. Director Tanner was appointed as a member at large. In addition, the budget was presented for review and comment.
  - iii) Comments  
 Malin:
    - commented on real estate and the reallocation of resources
    - requested that staff obtain information from other agencies in negotiations concentrating on agencies in north San Diego County

- suggested that a letter be written to the legislature encouraging new retirement plan options

Tanner:

- spoke of Dr. Roger Rowe's passing – memorial service planned for March 31, 2012
- discussed the Vile of Life Program presented by Mary Murphy

5. Old Business

a. None

6. New Business

a. CY 2012 Board Meeting Schedule

Ms. Rannals reviewed staff report included. She included routine matters that are considered by the Board with specific deadlines to assist should it be necessary to reschedule a meeting. After review of the calendar, it was agreed to reschedule the following regular meetings due to scheduling conflicts:

Regular Meeting Date – 2012	Rescheduled Meeting Date – 2012
<b>September 12</b>	September 19

Note: all meeting times begin at 1pm.

MOTION BY DIRECTOR MALIN, SECOND BY DIRECTOR HILLGREN and CARRIED 5 AYES; 0 NOES; 0 ABSENT; 0 ABSTAIN to move and calendar the September meeting as agreed.

b. Interim Fire Station Restoration

Chief Abelman summarized the staff report. He reported that only one subcontractor responded to the request for proposal, Steigerwald-Dougherty, Inc. He informed the board that Steigerwald-Dougherty completed the original site improvements for the interim station, and it makes sense to have the same company remove the equipment. The Board concurred with the rationale.

MOTION BY DIRECTOR MALIN, SECOND BY DIRECTOR HILLGREN and CARRIED 5 AYES; 0 NOES; 0 ABSENT; 0 ABSTAIN to award the interim fire station removal and site restoration contract for \$9,487.50 to Steigerwald-Dougherty, Inc. and authorize the Fire Chief to execute the contract to complete the project.

c. Budget Authorization – Vehicle Purchase

Chief Michel summarized the staff report included. The District did distribute A Request for Proposal (RFP) in December of 2011. The lowest bid received was from a dealer that provides government pricing on the State contract; however, the bid received was lower than that on the State contract. He noted that it could take up to 120 days to receive the vehicle. This replacement vehicle was anticipated and budgeted as a line item in the FY12 capital replacement budget.

MOTION BY DIRECTOR MALIN, SECOND BY DIRECTOR TANNER and CARRIED 5 AYES; 0 NOES; 0 ABSENT; 0 ABSTAIN to authorize the purchase of one replacement command vehicle with radios, light bar with emergency lighting, a shell, and command package.



d. Appointment to CSA-17 Alternate

Director Hickerson informed the board that since Director Tanner is appointed to the Advisory Committee as a Member at Large, it is necessary for the Fire District to select an alternate representative in the event that he is unable to attend a meeting. Director Hillgren agreed to serve as an alternate to the CSA-17 Advisory Committee.

7. Closed Session (Reconvened)

Pursuant to section 54957.6, the board reconvened to closed session from 3:40 – 5:25 pm to discuss the following:

b. 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 (4); Administrative Manager

Under Negotiation: A successor Memorandum of Understanding/Compensation Resolution

*All board members listed and Chief Michel and Karlana Rannals attended the closed session for represented employees.*

*All board members listed and Chief Michel attended the closed session for unrepresented employees.*

Upon reconvening to open session, President Ashcraft that the matter listed was discussed with no action taken by the Board of Directors.

8. Adjournment

Meeting adjourned at 5:27 pm.

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Karlana Rannals  
Secretary

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James H Ashcraft  
President

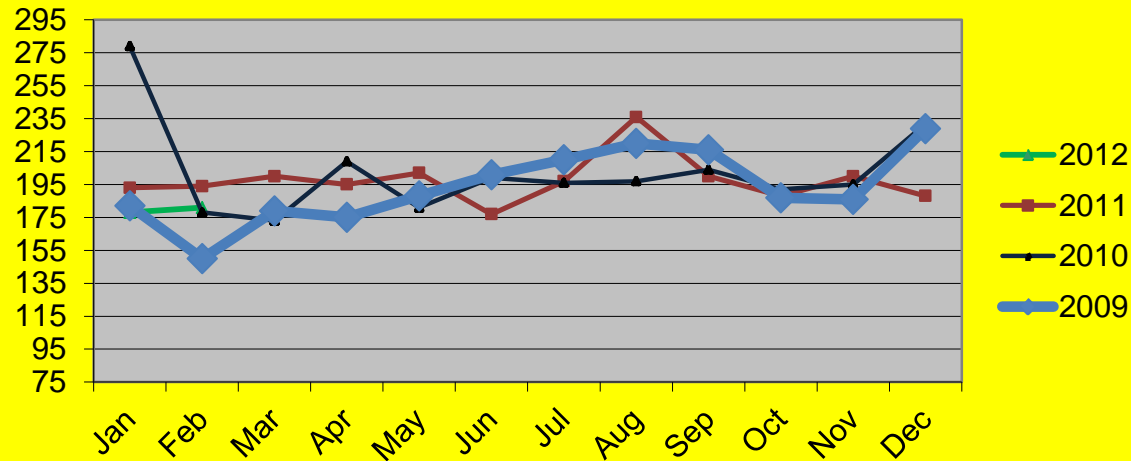
<b>Check #</b>	<b>Amount</b>	<b>Vendor</b>	<b>Purpose</b>
22593	\$110.00	A to Z Plumbing Inc	Station Maintenance
22594	\$211.62	Appliance Repair Bookkeeping	Station Maintenance
22595	\$107.27	AT&T	Telephone
22596	\$125.73	AT&T	Telephone
22597	\$969.53	AT&T Calnet 2	Telephone
22598	\$935.50	C.A.P.F.	Disability/Life Insurance
22599	\$50.00	CFCATO - Southern Section	Association Dues
22600	\$233.00	Chapin, Nicholas	School Education/Training Reimbursement
22601	\$40,866.75	City of Encinitas - Fire	Salary - Cooperative Efforts (DM-DB-ENC)
22602	\$17,601.25	City of Solana Beach	Salary - Cooperative Efforts (DM-DB-ENC)
22603	\$374.00	Cnty of SD APCD	Generator Maintenance
22604	\$2,279.00	County of SD/RCS	800 MHz Network Admin Fees
22607	\$1,131.75	Dell Marketing	Computer/Printer Replacement
22608	\$2,807.00	Design Space Modular Buildings Inc	FBR #3 Replacement
22609	\$1,452.44	Direct Energy Business - Dallas	Elec/Gas/Propane
22610	\$341.52	Ed Reamer's Refrigeration	Station Maintenance
22611	\$289.00	Engineered Mechanical Services Inc	Building Repair/Maintenance
22612	\$254.75	Fire ETC Inc	Safety Clothing
22613	\$1,609.90	Fitch Law Firm Inc	Legal Services
22614	\$172.00	Fritchle, Nathan	School Education/Training Reimbursement
22615	\$2,949.00	Geocon Inc	FBR #3 Replacement
22616	\$629.49	Home Depot, Inc	Station Maintenance
22617	\$593.25	HSBC Business Solutions	Janitorial Supplies
22618	\$498.00	Larry Bradford & Associates	FBR #3 Replacement
22619	\$23,744.65	Ledcor Construction C/O CB&T Escrow	FBR #3 Replacement
22620	\$213,701.81	Ledcor Construction Inc	FBR #3 Replacement
22622	\$120.00	Michel, Tony J	Internet Reimbursement
22624	\$70.00	MTGL Inc	FBR #3 Replacement
22625	\$7,277.78	North County EVS Inc	Fleet Equipment/Generator/Refuel Facility/Apparatus/Scheduled Maintenance/Repair
22626	\$1,002.83	Olivenhain Municipal Water District	Water
22627	\$1,395.00	On-Call Computer Services	Consulting Services

<b>Check #</b>	<b>Amount</b>	<b>Vendor</b>	<b>Purpose</b>
22628	\$2,646.00	Physio-Control Inc.	CSA-17 - Supplies
22629	\$495.00	Power Plus!	FBR #3 Replacement
22631	\$3,837.79	RSFPFA	Fairbanks Replacement - Furnishings Reimbursement (Mattress)
22632	\$510.69	San Diego Gas & Electric	Elec/Gas/Propane
22633	\$1,235.62	Santa Fe Irrigation District	Water
22634	\$306.91	Sturtevant, James F.	Fairbanks Replacement - Furnishings Reimbursement (Kitchen)
22636	\$11,234.00	Teleque on Fire	FBR #3 Replacement - Computer Cabling
22637	\$250.00	Terminix International	Building - Monthly Service Contract
22638	\$15.03	The Lighthouse Inc.	Station Maintenance
22639	\$9,764.00	The SoCo Group Inc	Gasoline & Diesel Fuel
22640	\$1,594.81	ThyssenKrupp Elevator Inc	Elevator Service
22641	\$97.10	U P S	Shipping Service
22642	\$790.79	Uniforms Plus	Uniform - Safety Personnel
22643	\$1,576.99	Verizon Wireless	MDT Broadband + ATN Line/Telephone - Cellular
22644	\$783.11	Waste Management Inc	Trash Disposal
22645	\$5,500.00	WinTech Computer Services	Consulting Services
22646	\$406.00	Worley, Tanner	School Education/Training/CSA-17 Supplies Reimbursement
22647	\$25.11	Compressed Air Specialties Inc	BA Compressor Maintenance
22648	\$1,203.60	FailSafe Testing	Ladder Testing
22649	\$5,400.86	Izzy+	Admin Bldg. (Rancho Cielo) - Furnishings (Board Rm Chairs)
22652	\$3,150.00	Multiforce Systems Corp	FBR #3 Replacement
22653	\$51.16	Napa Auto Parts Inc	Apparatus Parts & Supplies
22654	\$3,458.00	Palomar College	In-Service Training Program
22655	\$246,477.77	PERS	PERS (Employer Paid) (2 Month)
22657	\$348.00	Riverside Community College	School Education/Training
22658	\$53.00	RSFPFA	Station Replacement/Firefighters Assn. Reimbursement
22659	\$5,806.89	San Diego Gas & Electric	Elec/Gas/Propane
22660	\$199.70	Shore, Stuart W.	Training - Equipment/Supplies/Meetings/Meal Expenses Reimburse.
22661	\$160.00	Smith, Grant	Certification Reimbursement
22662	\$40.00	State Fire Training	Certification
22664	\$3,166.83	The SoCo Group Inc	Gasoline & Diesel Fuel
22665	\$12.00	U P S	Shipping Service

Check #	Amount	Vendor	Purpose
22666	\$9,478.97	U S Bank Corporate Payment System	Cal-Card./IMPAC program
22667	\$192.96	Willis, Erwin L.	Computer Equipment/Parts Reimbursement
22668	\$171.00	Wood, Tim	School Education/Training Reimbursement
22669	\$121.88	AT&T	Telephone
22670	\$715.80	AT&T Calnet 2	Telephone
22671	\$161.00	COR Security Inc	Station Replacement
22672	\$89.99	DIRECTV	FBR #3 Replacement
22673	\$32,888.69	Downtown Ford Sales, Inc.	2012 Ford Expedition XL SSV 4x4
22674	\$3,106.11	Guardian Life Insurance Co	Dental Insurance
22675	\$63,217.53	Health Net	Medical Insurance
22676	\$101.42	North County EVS Inc	Apparatus Repair
22677	\$1,350.00	On-Call Computer Services	Consulting Services
22678	\$468.00	PERS	PERS (Employer Paid)
22679	\$495.00	Power Plus!	FBR #3 Replacement
22680	\$1,390.23	San Diego Gas & Electric	Electricity/Gas
22682	\$3,339.00	Shapouri Engineering Company Inc	FBR #3 Replacement
22683	\$586.25	The Lincoln National Life Ins Co	Disability/Life Insurance
22684	\$3,490.16	The SoCo Group Inc	Gasoline & Diesel Fuel
22685	\$37.16	U P S	Shipping Service
Various	\$13,870.20	Various	Medical Reimbursement
<b>Sub-total</b>	<b>\$769,771.93</b>		
15-Feb-12	\$227,803.83	Rancho Santa Fe Fire PD	Payroll
29-Feb-12	\$177,178.99	Rancho Santa Fe Fire PD	Payroll
<b>Sub-total</b>	<b>\$404,982.82</b>		
<b>GRAND TOTAL</b>	<b><u>\$1,174,754.75</u></b>		

## February 2012 Operations Report

### Four Year Monthly Response Comparison

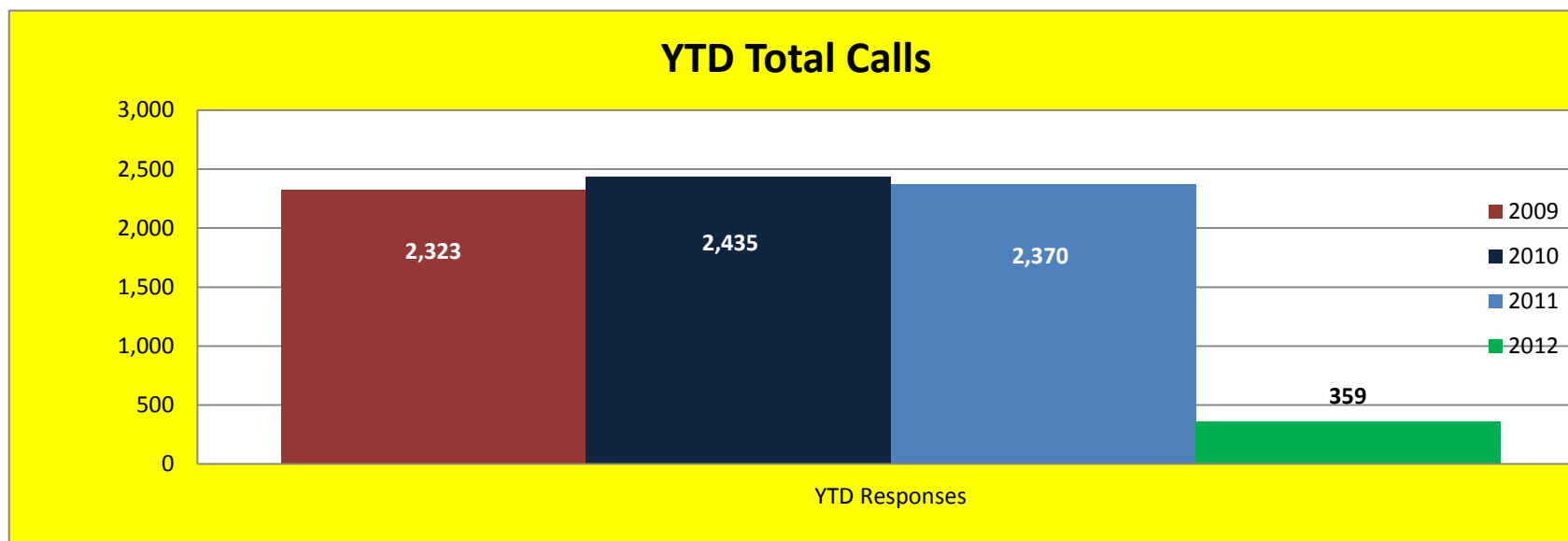


2012	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD Responses
Responses	178	181											359
YTD	178	359	359	359	359	359	359	359	359	359	359	359	-7.77%

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

2009	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD Responses
Responses	182	150	179	175	188	201	210	220	216	187	186	229	2,323
YTD	182	332	511	686	874	1,075	1,285	1,505	1,721	1,908	2,094	2,323	



## **Incident Summary by Incident Type**

**Date Range: From 2/1/2012 To 2/29/2012**

**Incident Type(s) Selected: All**

<b>Incident Type</b>	<b>Incident Count</b>	<b>Used in Ave. Resp.</b>	<b>Average Response Time hh:mm:ss</b>	<b>Total Loss</b>	<b>Total Value</b>
Fire	9	7	00:07:14	\$2,020.00	\$2,020.00
Rupture/Explosion	1	1	00:06:11	\$0.00	\$0.00
EMS/Rescue	97	92	00:05:51	\$0.00	\$0.00
Hazardous Condition	8	6	00:07:17	\$0.00	\$0.00
Service Call	17	4	00:06:37	\$0.00	\$0.00
Good Intent	32	5	00:04:39	\$0.00	\$0.00
False Call	17	14	00:06:24	\$0.00	\$0.00
Blank or Invalid	5	0		\$0.00	\$0.00
<b>Totals</b>	<b>186</b>	<b>129</b>		<b>\$2,020.00</b>	<b>\$2,020.00</b>

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

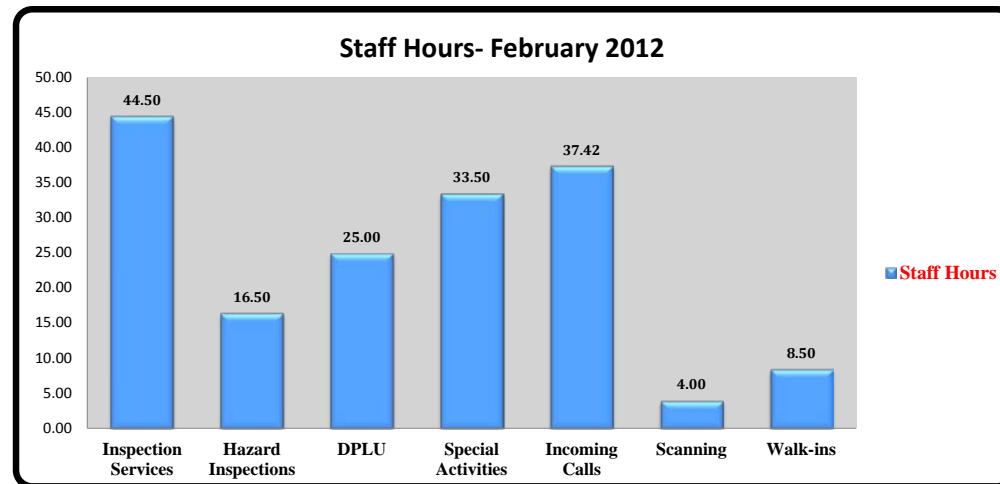
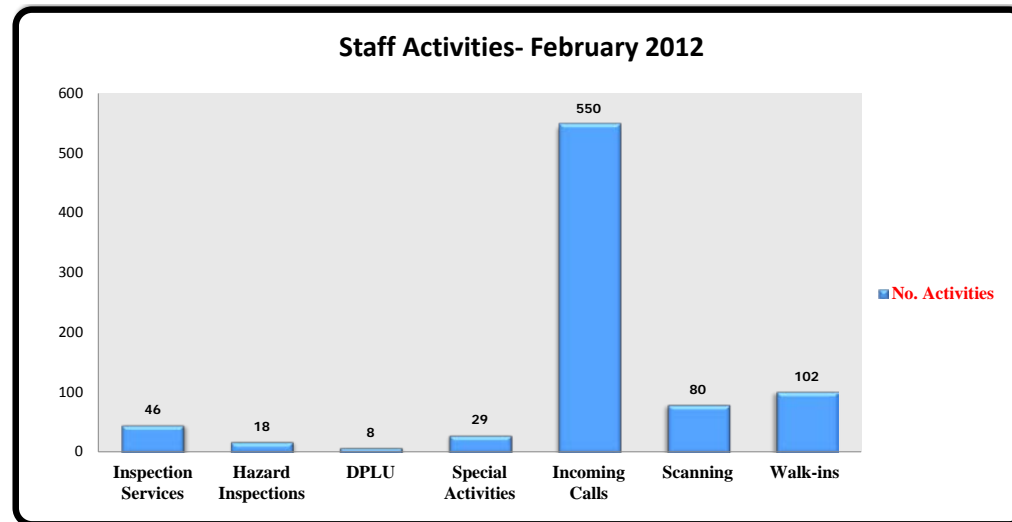
Not Completed incidents, Mutual Aid Given, Other Aid Given, Cancelled in Route, Not Priority, Fill-In Standby, No Arrival and Invalid Dates/Times.

# February 2012

February 2012							March 2012						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4				1	2	3	
5	6	7	8	9	10	11	4	5	6	7	8	9	10
12	13	14	15	16	17	18	11	12	13	14	15	16	17
19	20	21	22	23	24	25	18	19	20	21	22	23	24
26	27	28	29				25	26	27	28	29	30	31

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Jan 29 - Feb 4	<b>Jan 29</b>	<b>30</b>	<b>31</b>	<b>Feb 1</b>	<b>2</b>	<b>3</b>	<b>4</b>
				Hose Lays (RSF Sta 2) City of Del Mar Weekly 8:00am 5:00pm Avocado Place Water Shutdown - SFID (Avocado Place, Solana Be	Truck Re Orientation (E 8:00am 5:00pm SFID Water Shutdown (Linea Del Cielo and M 9:00am 11:00am Multi-Company Radio Trai	C Shift 9:00am 12:30pm MCI Drill (RSF 2) - Activity Calendar 1:45pm 2:45pm ENC23 75 (Sta.#5/Tour) - Ac	B Shift
Feb 5 - 11	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>
	C Shift	Truck Re Orientation (E 8:30am 10:30am Apparatus mtg (RSF 1) 10:00am 5:00pm Ladder Testing (Enc. 5) - Activity Calendar	9:00am 12:00pm UASR Lessons Learned - SoCalTOs (Carlsbad Safety Center) 10:00am 5:00pm Ladder Testing (SOL 1)	City of Del Mar Weekly 9:30am 10:30am ENC23 75 (Sta.#5/Tour) - Activity Calendar	Truck Orientation (ENC 8:00am 6:00pm Water Shutdown in RSF (El Camino Real) 11:30am 12:00pm Deadline for DMR weekly		B Shift
Feb 12 - 18	<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b>	<b>16</b>	<b>17</b>	<b>18</b>
	A Shift	9:00am 12:00pm Firefighter Bill of Rights Review 10:00am 11:00am ENC2314 /Fire Safety Presentation 2:00pm 4:00pm Truck/rooftop operations (Sol	Truck Re Orientation (E 8:00am 5:00pm Scott S CBA Technician classes (RSF-4 Training Room) - Dale E. Mosby	City of Del Mar Weekly Tape review (ENC 5 & 8:00am 5:00pm Scott S CBA Technician classes (RSF-4 Training Room) - Dale E. Mosby	Tape review (ENC 5 & 8:00am 5:00pm Scott S CBA Technician classes (RSF-4 Training Room) - Dale E. Mosby 9:00am 10:00am Enc Bo 3:00pm 4:00pm ENC23	Truck Re Orientation (E 8:30am 11:30am Boot Sizing (ENC #5) - Michael J. Gibbs	C Shift
Feb 19 - 25	<b>19</b>	<b>20</b>	<b>21</b>	<b>22</b>	<b>23</b>	<b>24</b>	<b>25</b>
	A Shift	Foam Unit Training (ENC Blue Card Certification (RSF Sta 2) - Activity Calendar	Foam Unit Training (ENC	Foam Unit Training (ENC City of Del Mar Weekly 1:00pm 4:00pm 2471 Ladder Test (SOL 1) 2:00pm 4:00pm T2471	Tape review (ENC 5 & 8:00am 6:00pm Santa Victoria Water Shutdown 1:00pm 2:00pm ENC23 3:30pm 7:00pm JPA Bo	B Shift 9:30am 10:30am ENC 2312 (240 Birmingham Dr/Preschool Presentation) - Activity C	Truck Re Orientation (E
Feb 26 - Mar 3	<b>26</b>	<b>27</b>	<b>28</b>	<b>29</b>	<b>Mar 1</b>	<b>2</b>	<b>3</b>
	B Shift	C Shift 1:30pm 2:30pm Santa Helena Park Ct PIA (SOL)	Batt Chief Exam - RSF 9:00am 12:00pm T2471 ventilation training (Encinitas #3) - Activity Calendar 6:30pm 7:30pm ENC2312/Fire Safety Presentation	City of Del Mar Weekly 9:00am 12:00pm Firefighter Bill of Rights Review (RSF Sta 1 Classroom) - Activity Calendar			



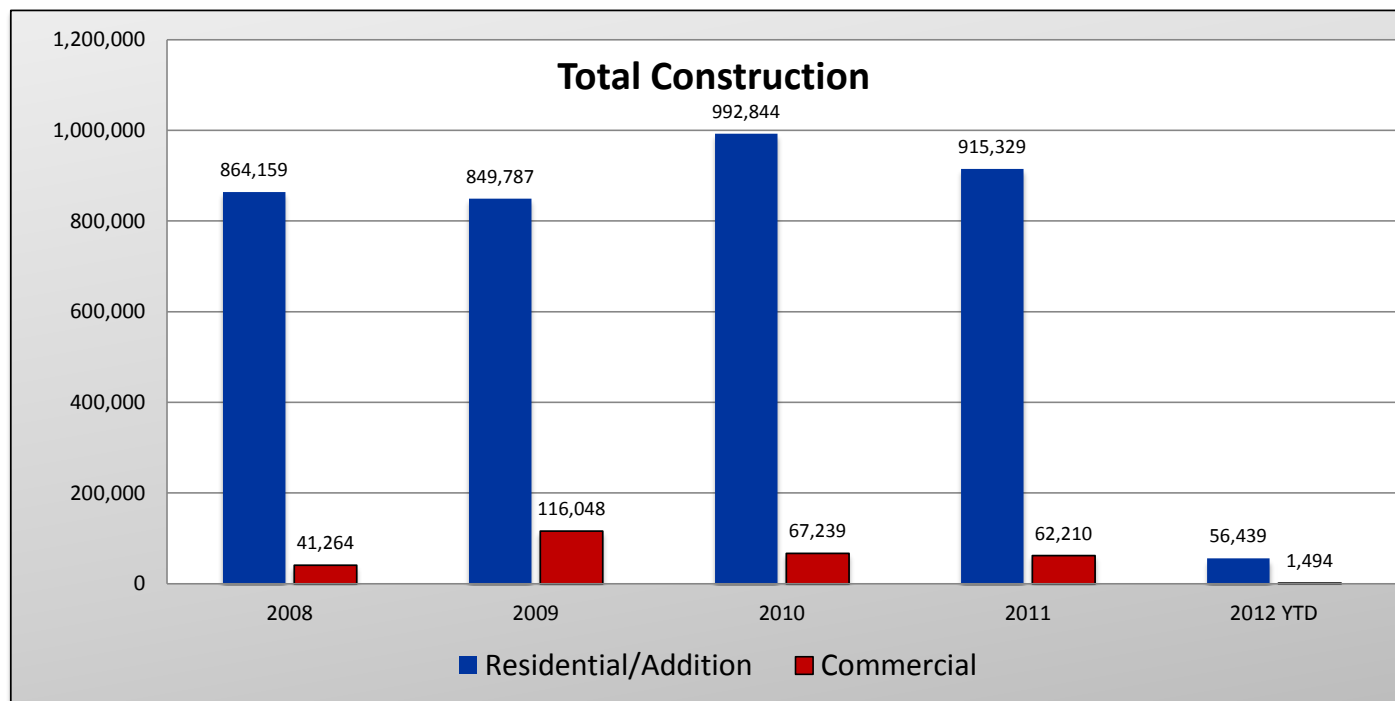


**Comparison 2011/2012 Total Monthly Hours/Activities**

2011	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Activities	2557	2623	2121	1311	1437	2615	2264	1858	1461	1377	886	675
Hours	413.7	388.8	414.9	271.2	287.8	442.6	448.1	529.0	491.2	349.8	269.3	209.1

2012	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Activities	954	833										
Hours	262.85	169.42										

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



Year	Res/Add	Comm	Total
2008	864,159	41,264	905,423
2009	849,787	116,048	965,835
2010	992,844	67,239	1,060,083
2011	915,329	62,210	977,539
2011 ytd	106,877	4,000	110,877
2012 ytd	56,439	1,494	57,933

Comparison 2011/2012 Total Square Footage

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2011	105,548	5,329	96,869	85,519	254,358	127,399	58,873	25,142	28,020	102,102	67,613	20,767
2012	32,208	25,725										

## PLAN REVIEW

RESIDENTIAL PLAN REVIEWS		Number of Structures	Sq Footage
	Fire Marshal	0	0
	Fire Inspectors	6	23,250
	Urban Forester	0	0
	<b>TOTAL</b>	<b>6</b>	<b>23,250</b>
RESIDENTIAL ADDITIONS		Original Sq Footage	Added Sq Footage
	Fire Marshal	0	0
	Fire Inspectors	13,030	2,438
	Urban Forester	468	37
	<b>TOTAL</b>	<b>13,498</b>	<b>2,475</b>
COMMERCIAL PLAN REVIEWS		Number of Structures	Sq Footage
	Fire Marshal	0	0
	Urban Forester	0	0
	Fire Inspectors	0	0
	<b>TOTAL</b>	<b>0</b>	<b>0</b>
TOTAL NEW CONSTRUCTION			Sq Footage
Based on permitted Sq footage		Total Added	25,725
FIRE SPRINKLER REVIEWS		Commercial	Residential
	Fire Marshal	0	0
	Fire Inspectors	4	2
	Urban Forester	0	0
	<b>TOTAL</b>	<b>4</b>	<b>2</b>
TENANT IMPROVEMENTS		Number of Structures	Sq Footage
	Fire Marshal	0	0
	Fire Inspectors	3	4,320
	Urban Forester	0	0
	<b>TOTAL</b>	<b>3</b>	<b>4,320</b>
LANDSCAPE REVIEWS		Number of Reviews	Staff Hours
	Urban Forester	16	15.0
	Fire Marshal	0	0.0
	Fire Inspectors	0	0.0
	<b>TOTAL</b>	<b>16</b>	<b>15.0</b>

**SERVICES PROVIDED- FIRE PREVENTION**

<b>DPLU -All Staff</b>	<b>Number</b>	<b>Staff Hours</b>
Project Availability Forms	3	3.00
CWPP/FPP	5	22.00
<b>TOTAL</b>	<b>8</b>	<b>25.00</b>
<b>INSPECTION SERVICES- All Staff</b>	<b>Number of Inspections</b>	<b>Staff Hours</b>
Hydros (Fire Sprinklers)	21	21.00
Finals (Structures)	14	14.00
Landscape	1	1.00
Reinspections	2	2.00
Tents/Canopy	2	2.00
Burn Permits	1	0.50
Department of Social Service Licensing	1	1.00
Knox/Strobe	2	1.00
Code Enforcement	2	2.00
<b>TOTAL</b>	<b>46</b>	<b>44.50</b>
<b>HAZARD INSPECTIONS - All Staff</b>	<b>Number of Inspections</b>	<b>Staff Hours</b>
Weed Abatement Inspection	4	2.00
Weed Abatement Reinspection	6	4.50
1st Notice	3	0.50
2nd Notice	0	0.00
Final Notice	0	0.00
Forced Abatement	4	8.50
Postings	0	0.00
Annual Mailers	0	0.00
Homeowner Meeting	1	1.00
WUI	0	0.00
<b>TOTAL</b>	<b>18</b>	<b>16.50</b>
<b>GRADING -All Staff</b>	<b>Number of Inspections</b>	<b>Staff Hours</b>
Plan Review	1	1.00
<b>TOTAL</b>	<b>1</b>	<b>1.00</b>

# ADMINISTRATIVE SERVICES- FIRE PREVENTION

SPECIAL ACTIVITIES/EDUCATION-All Staff	Number	Staff Hours
GIS Mapping	0	0.00
CalFire Crew Projects	0	0.00
Hazmat	0	0.00
Emergency Response/Support	0	0.00
Training Classes	3	3.00
Conferences	0	0.00
Meetings	25	29.50
Other	0	0.00
Supervision	0	0.00
Fuels Reduction	1	1.00
<b>TOTAL</b>	<b>29</b>	<b>33.50</b>
FIRE PREVENTION -All Staff	Number	Staff Hours
Incoming Phone Calls	550	37.42
Consultations	20	20.00
Plan Review	34	37.00
Scanning	80	4.00
General Office	0	0.00
<b>TOTAL</b>	<b>684</b>	<b>98.42</b>

# ADMINISTRATIVE SERVICES- OFFICE SUPPORT

OFFICE COORDINATOR-PREVENTION	Number	Staff Hours
Phone Calls (All Administrative Staff)	465	23.25
Walk in/Counter (All Administrative Staff)	102	8.50
Knox Application Request	4	0.33
UPS Outgoing Shipments	3	0.25
Plan Accepted/Routed	31	5.17
Special Projects:	20	40.00
Scanning Documents/Electronic Files	80	4.00
Meetings: Admin/Prevention/Admin Shift	7	7.00
Post Office	22	9.50
Deposits	10	5.00
Training Classes:	0	0.00
<b>TOTAL</b>	<b>744</b>	<b>103.00</b>

<b>WEBSITE/INTERNET</b>		Staff Hours
<b>Update existing info &amp; documents:</b>		<b>5.0</b>
<i>Updated home page, news, etc</i>		5.0
<b>New design progress:</b>		<b>18.0</b>
<i>Page final touches</i>		2.0
<i>Grant</i>		16.0
<b>Compile &amp; write new information:</b>		<b>4.0</b>
<i>Incidents, business opportunities, station bid</i>		2.0
<i>Grant</i>		2.0
<b>Social Media</b>		<b>3.0</b>
<i>Facebook "Fans" - 187, Monthly Active Users - 92, Post Views - 513</i>		2.0
<i>Twitter "Follower" - 472</i>		1.0
<b>TOTAL</b>		<b>30.0</b>
<b>PUBLICATIONS</b>		Staff Hours
<b>Design/write brochures, flyers, etc:</b>		<b>1.0</b>
<i>Grant</i>		1.0
<b>Fire Wire (quarterly):</b>		<b>0.0</b>
<i>None this month</i>		
<b>TOTAL</b>		<b>1.0</b>
<b>MEDIA RELATIONS</b>		Staff Hours
<b>On-scene Public Information Officer:</b>		<b>0.0</b>
<b>Press Releases:</b>		<b>8.0</b>
<i>State fee (not yet sent)</i>		1.0
<i>MOU</i>		5.0
<i>Fairbanks Ranch Dishwasher Fire</i>		2.0
<b>Other Articles/Stories/Interviews:</b>		<b>0.0</b>
<b>TOTAL</b>		<b>8.0</b>

<b>EDUCATIONAL PROGRAMS/PRESENTATIONS</b>		Staff Hours
<b>Children's Programs</b>		<b>3.0</b>
<i>Birthday parties - 0</i>		0.0
<i>Station Tour - 1</i>		1.0
<i>Pizza Party</i>		2.0
<b>Adult Programs:</b>		<b>2.0</b>
<i>Fire Sprinkler Project (Not already accounted for)</i>		2.0
<b>TOTAL</b>		<b>5.0</b>
<b>EVENTS</b>		Staff Hours
<b>External/Community Events:</b>		<b>0.0</b>
<b>Internal Events:</b>		<b>0.0</b>
<b>TOTAL</b>		<b>0.0</b>
<b>CONTINUING EDUCATION</b>		Staff Hours
<b>Training Classes:</b>		<b>2.0</b>
<i>Target Safety</i>		2.0
<b>Conferences:</b>		<b>0.0</b>
<b>Meetings:</b>		<b>4.0</b>
<i>Staff meetings</i>		4.0
<i>Captain's Meeting</i>		0.0
<i>Shift Meeting</i>		0.0
<i>BC Test</i>		2.0
<b>TOTAL</b>		<b>6.0</b>
<b>CLERICAL</b>		Staff Hours
<b>Prevention-related:</b>		<b>36.5</b>
<i>Mailbox, email inbox, phone calls, news clips, etc.</i>		30.0
<i>Phone Calls - 26</i>		6.5
<b>Meeting Minutes:</b>		<b>0.0</b>
<i>Captain's meeting</i>		0.0
<b>Non-prevention/non-minute related:</b>		<b>23.0</b>
<b>TOTAL</b>		<b>59.5</b>
<b>TOTAL HOURS</b>		<b>109.5</b>

# Fairbanks Ranch Station Change Orders

Date	Spec. #	Change Req. #	Change Order #	Description	Proposed Cost	Status	Approval By	Approved	Actual Cost
8/29/10	2660	920001	0.001	Rev. dble. chk. valve to compact style	\$0.00	Approved	Pavone	\$0.00	\$0.00
7/27/10	2225	920002	0.001	ASI-1, clarification only - no cost	\$0.00	Approved	Pavone	\$0.00	\$0.00
7/27/10		920003	0.001	ASI-2, grid line clarification - no cost	\$0.00	Approved	Pavone	\$0.00	\$0.00
7/27/10	16150	920004	0.001	Add louver @ fuel enclosure, per C. Hunter	\$2,534.00	Approved	Pavone	\$2,534.00	\$2,534.00
7/27/10	9930	920005	0.001	Corian solid color clarification - no cost	\$0.00	Approved	Pavone	\$0.00	\$0.00
8/6/10	15310	920006	<b>Rejected</b>	Add FDC to detector check assembly	not submitted	Rejected			\$0.00
8/29/10		920007	<b>Rejected</b>	Cut/Cap neighbor sewer line at main	\$2,821.01	Rejected			\$0.00
9/22/10	2730	920008	0.001	Install 24' C-900 pipe beneath culvert	\$693.78	Approved	Board	\$693.78	\$693.78
8/10/10	26000	920009		Redesign of U.G. work due to unknown	\$14,696.25	Submitted	Board	\$14,696.25	\$14,696.25
8/13/10	2275	920010	0.002	Add retaining wall area at shoring wall	\$19,636.82	Approved	Michel	\$19,636.82	\$19,636.82
8/13/10	2200	920011	0.006	Discovery of underground water line	\$3,909.22	Back Charge	Michel	\$3,909.22	\$3,909.22
9/14/10	2725	920012		Installation of (1) deep rock well - no cost	\$0.00	Approved	Pavone	\$0.00	\$0.00
9/14/10	2260	920013	0.005	Add 45 days and extended O/H as agreed	\$15,450.00	Approved	Board	\$15,540.00	\$15,540.00
1/18/11	15400	920014	0.004	Removal & disposal of abandoned pipe	\$3,153.36	Approved	Michel	\$3,153.36	\$3,153.36
1/31/11	26000	920015	0.006	Concrete cut off of existing headwall	\$1,305.68	Approved	Michel	\$1,305.88	\$1,305.88
		920016		Change in elevator power requirements	credit - TBD	Hold			\$0.00
	26000	920017		Repair broken SDG&E conduit in Roadway	not submitted	Hold			\$0.00
1/18/11	26000	920018	0.004	Costs for sewer repair per RSFCSD	\$4,488.16	Approved	Michel	\$4,488.16	\$4,488.16
	51000	920019		Revised gate post detail per RSFFPD req.	not submitted	Hold			\$0.00
2/7/11		920020	0.004	Add emergency eyewash station	\$1,637.56	Approved	Board	\$1,637.56	\$1,637.56
2/10/11	26000	920021	0.003	Underground utility installation revisions	\$55,433.47	Approved	Board	\$55,433.47	\$55,433.47
		920022		Terrazzo logo Asi per sub	not submitted	Hold			\$0.00
	26000	920023	0.008	Add AT&T pull box	\$2,538.59	Approved	Michel	\$2,538.59	\$2,538.59
3/31/11	92000	920024	0.006	Removal of dintel, north side of building	-\$2,545.00	Approved	Michel	-\$2,545.00	-\$2,545.00
3/31/11	33000	920025	0.006	Increase Bld. Footing 6" per plan change	\$4,901.37	Approved	Michel	\$4,901.37	\$4,901.37
5/10/11		920026		Electrical feed changes at a/c	not submitted	Hold			\$0.00
4/19/11	114500	920027	Chg. Dir. 0.001	Exterior Delta ASI #13 (Extractor)	-\$398.95	Approved	Michel	-\$398.95	-\$398.95
	71000	920028		Water proofing at laundry upstairs	\$1,800.00	Hold			
		920029	<b>Rejected</b>	Cut & patch gas line - SDG&E revised	rejected for rev.	Hold			\$0.00
9/27/11	61000	920030	10	Cantilever deck beam installation	\$11,914.00	Approved	Michel	\$11,914.00	\$11,914.00
4/25/10	51000	920031	0.008	Delete Photo Eye at Swing Gate	-\$765.00	Approved	Michel	-\$795.00	-\$795.00
		920032		Not Submitted					



# Fairbanks Ranch Station Change Orders

Date	Spec. #	Change Req. #	Change Order #	Description	Proposed Cost	Status	Approval By	Approved	Actual Cost
12/5/11	76000	920033	10	Flashing fabrication and installation	\$1,364.00	Approved	Michel	\$1,364.00	\$1,364.00
5/1/11	81000	920034	Chg. Dir. 0.001	Capt. Office door change - work complete	\$1,863.98	Approved	Michel	\$1,863.98	\$2,087.28
6/14/11		920035	Chg. Dir. 0.001	Elect. Room 205 (new) layout	\$1,621.00	Approved	Michel	\$1,621.00	\$1,621.00
6/6/11	16000	920036	0.008	Added electrical per owners request	\$2,010.46	Approved	Michel	\$2,010.46	\$2,010.46
6/21/11	61000	920037	Chg. Dir. 0.001	Add shear panel at Grid 9 (RFI #38)	\$1,785.48	Approved	Michel	\$1,785.48	\$1,785.48
9/20/11	25000	920039	Chg. Dir. 0.001	Remove/Replace concrete curb	\$12,256.00	Approved	Michel	\$12,256.00	\$12,256.00
6/22/11		Per Agreement	0.007	Add 25 rain days; Add 10 E/OHD Bld. Perm.	\$7,500.00	Approved	Michel	\$7,500.00	\$7,500.00
7/27/11	25200	920040	<b>C.O. Pending</b>	County Street Improvements	\$26,281.00	Approved	Board	<i>Pending CO</i>	<i>Pending CO</i>
8/29/11	15400	920042	Chg. Dir. 0.001	ASI-21 Relocate Waster Plumbing	\$3,550.00	Approved	Michel	\$3,550.00	\$3,550.00
8/23/11	51000	920043	10	Hose drying rack alternate product	\$2,194.00	Approved	Michel	\$2,194.00	\$2,194.00
8/23/11	2510	920044	Chg. Dir. 0.001	Grading Revisions Per ASI-16 and 7 days	\$14,367.00	Approved	Michel	\$14,367.00	\$14,367.00
8/23/11	51000	920045	10	Weld Hangers to Flange Beam	\$1,948.00	Approved	Michel	\$1,948.00	\$1,948.00
8/23/11	9250	920046	Chg. Dir. 0.001	Inspection requested work	\$2,289.73	Approved	Michel	\$2,289.73	\$2,289.73
9/23/11		920051	Chg. Dir. 0.001	Credit for traffic Signal Deletion	-\$34,600.00	Approved	Michel	-\$34,600.00	-\$34,600.00
1/24/12	N/A	920054		Add rubber stair riser and tread	\$8,834.73	Approved	Michel	<i>Pending CO</i>	<i>Pending CO</i>
2/21/12	16750	920055	<b>C.O. Pending</b>	Credit for Tel / Data Revisions (R1)	-\$4,234.15	Approved	Michel	<i>Pending CO</i>	<i>Pending CO</i>
2/6/12	2225	920056	<b>C.O. Pending</b>	Credit for El Apajo Improvements	-\$2,075.97	Approved	Michel	<i>Pending CO</i>	<i>Pending CO</i>
3/8/12		920057	<b>C.O. Pending</b>	Monument sign revisions	\$2,930.00	Approved	Michel	<i>Pending CO</i>	<i>Pending CO</i>
<b>Total</b>		<b>50</b>			<b>\$193,089.58</b>				<b>\$157,016.46</b>

**Revised March 8, 2012**

**Chg. Dir. 0.001**      This Change Directive issued to Ledcor on 11/7 in place of Change Order No. 09

**ELFIN FOREST/HARMONY GROVE FIRE DEPARTMENT INC.**

**C.S.A. 107**

**20223 Elfin Forest Road  
Elfin Forest, California 92029**



January 26, 2012

Tony Michel, Fire Chief  
Rancho Santa Fe Fire Protection District  
18027 Calle Ambiente  
Rancho Santa Fe, CA 92067

Chief Michel,

I would like to express to you how much I appreciate the opportunity to drill and train with your personnel.

We were invited to participate in high angle rescue training at the Olivenhain Dam. Battalion Chief Bret Davidson, Captains Mark Richards, Chris Mertz and Firefighters Nate Fritchle, Trever Krueger, and Grant Smith conducted the training. Your personnel were knowledgeable and effective instructors. In a challenging rescue scenario with many different skill levels, they conducted a very safe training exercise.

We also had the opportunity to participate in live fire training at your drill tower. Battalion Chief Fred Cox, Captains Dave McQuead, Greg Rainville and Firefighters Joe Carter and Paul Lorenzo conducted the training. Many of our firefighters have not trained with live fire. Captain McQuead was very organized, conducted a safe operation, and geared the training to the experience level of our firefighters. I know how much work is involved with live fire training and appreciate the time and effort Captain McQuead and crews devoted to this training.

I was impressed with the positive attitude and professionalism of your personnel. Most of our Firefighters are pursuing a career in a paid Fire Department. The opportunity to get this high level of instruction and be exposed to the positive and professional attitude of your personnel has set an example that will help Elfin Forest Harmony Grove Fire Department personnel better prepare for a career in the fire service.

You should be proud. Rancho Santa Fe Fire Protection District was well represented. I look forward to future assignments and training opportunities with your personnel. Please pass along my gratitude for a job well done.

Sincerely,

A handwritten signature in black ink, appearing to be "Mike Calhoun".

Mike Calhoun, Deputy Chief

**WILLIAM D. CAMERON**

18564 CORTE FRESCO  
RANCHO SANTA FE, CA 92091

TELEPHONE  
(858) 832.1414

FAX  
(858) 832.1488

January 30, 2012

Captain Dale Mosby  
Rancho Santa Fe Fire Department  
P. O. Box 410  
Rancho Santa Fe, CA 92067

Dear Captain Mosby:

Bill and I want to thank you and everyone there for always being available to care for us in an emergency.

Please thank Keith and everyone who came and attended Bill on January 23rd when he couldn't walk--getting us to the hospital. We appreciate your kindness and concern.

Enclosed is a \$100.00 donation to the Rancho Santa Fe Fire Department.

Most Sincerely,

*Bill & Betty Cameron*

Bill & Betty Cameron

P. S. We thank you for your note.

Enclosed: \$100.00

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# STAFF REPORT

NO. 12-04

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

**FROM:** DISMAS ABELMAN, DEPUTY CHIEF

**SUBJECT:** AGREEMENT TO PURCHASE FUEL

**DATE:** MARCH 9, 2012

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## RECOMMENDATION

Staff recommends the District continue purchasing gasoline and diesel fuel from the SoCo Group through the purchasing consortium and authorize the Fire Chief to execute the new contract.

## BACKGROUND

In 2005, the District was offered the opportunity to enter into a multi-agency consortium for the purchase of gasoline and diesel fuels, which included the City of San Diego, as well as several other agencies and cities. As a result of a competitive bid process conducted by the City of San Diego, the SoCo Group was awarded the contract based on the lowest overall price and highest technical ranking. This purchasing consortium has proved beneficial for the District and resulted in fuel cost savings.

In 2011 the District pursued the opportunity to continue in the multi-agency consortium for the purchase of fuels. As before, the City of San Diego acted as the lead agency in the bid process. Once again the competitive bid process resulted in the SoCo Group receiving the contract. This contract is effective January 23, 2012 thru January 22, 2013, with options to extend for four (4) additional one (1) year periods. This contract allows us to continue to receive the lowest price available for gasoline and diesel.

## CURRENT SITUATION

Currently the District uses The SoCo Group for the delivery of fuel to three fire station locations and two emergency generators located at the District Headquarters. The SoCo Group provides 24 hours/7 day a week service, maintains 13 tanker trucks, and has their own emergency storage and fuel loading rack in El Cajon. Emergency services have priority over all other vendors and SoCo already provides fuel services for San Diego City Fire Stations as well as numerous other cities and special districts. Our experience with the SoCo Group has been positive and they will deliver to all four fire stations, as well as our emergency generators. The combination of cost containment with high level of service and reliability supports staff's recommendation to continue with the fuel-purchasing consortium.

The proposed agreement has been reviewed and approved by the District's legal counsel.

# Fuel Service Agreement

## **I. INTRODUCTION**

This Fuel Services Agreement (“Agreement”) is made and entered this \_\_\_\_ day of \_\_\_\_, 2012 by and between the Rancho Santa Fe Fire Protection District, known herein as the “District” and the SOCO Group, herein known as the “Contractor”.

WHEREAS, District has the need of the services of the SOCO Group for the providing of UNLEADED GASOLINE AND DIESEL FUELS, and Contractor desires to provide those services to District.

WHEREAS, The City of San Diego sent out an RFP for fuel services 10015195-12-Z-RFP which has tag along rights for other public agencies (“RFP”).

WHEREAS, District desires to participate in the RFP as a participating agency as provided in the RFP.

WHEREAS, the SOCO Group whose proposal and bid was the successful as the low cost vendor with the highest technical ranking under the RFP (“BID”).

NOW THEREFORE, the parties covenant and agree as follows:

## **II. SCOPE OF WORK**

The scope of fuel services to be provided under this Agreement shall be those contained in the RFP, a copy of which is attached hereto as Exhibit “A” and by this reference made a part hereof, the BID, a copy of which is attached hereto as Exhibit “B” and by this reference made a part hereof and the terms of this Agreement. If a dispute arises as to the terms of the RFP, the BID and this Agreement, the terms of this Agreement shall control. Contractor agrees that this Agreement is not an exclusive vendor agreement nor does it obligate District to use Contractor as an exclusive vendor.

## **III. TERMS AND CONDITIONS**

### **A. GENERAL REQUIREMENTS**

Except as specifically provided in this Agreement, the provisions of the RFP and BID including any amendments, and the accompanying SOCO Group “Technical Proposal” and “Pricing Proposal” shall apply to this Agreement with District.

### **B. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

To the fullest extent permitted by law, Contractor agrees to defend, indemnify, protect, and hold, District, and its agents, officers, and employees harmless from and against any

and all claims asserted or liability established for damages or injuries to any person or property, including injury to Districts or Contractor's employees, agents, or officers which arise from, or are connected with, or are caused, or claimed to be caused by the acts, or omissions of Contractor and its agents, officers, or employees in performing, providing, manufacturing, or supplying the work, services, product, or equipment relating to this bid, and all expenses of investigating and defending against same; provided, however, that Contractor's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the District, its agents, officers, or employees.

#### **C. DAMAGE**

Contractor shall be held liable for any damage or citations which may be incurred as a result of any spills or for any contaminated fuel or any other issues relating to the Fuel in all tanks at all locations; i.e. Diesel in a gasoline tank. In addition, the District reserves the right to cancel the agreement, notwithstanding compliance with the procedures set forth herein, delivers in a negligent or careless manner or who, under any circumstances, causes a spill while delivering. Contractor shall provide vapor recovery hose when delivering fuel if applicable.

#### **D. TITLE**

Title to the material and supplies purchased shall pass directly from Contractor to District at the F.O.B. point shown, subject to the right to reject upon inspection.

#### **E. REQUEST FOR TAXPAYER IDENTIFICATION NUMBER**

I.R.S. regulations require the District to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide services or products to the District. This information is necessary to complete Form 1099 at the end of each tax year. In order to comply with I.R.S. regulations, the District requires each Contractor to provide a Form W-9 prior to award of contract. Failure to provide a completed Form W-9 within three (3) business days of the District's request may result in a bid being declared non-responsive and rejected.

#### **F. INSURANCE REQUIREMENTS**

The Insurance requirements set forth in the RFP shall apply to this Agreement except that District shall be named as an additional insured on all such policies (except workers compensation insurance).

#### **H. FREIGHT CARRIER**

It is the Contractor's responsibility to ensure that their freight carriers have proper Commercial General Liability, Automobile Liability, and Workers' Compensation insurance coverage. The District is not responsible for material until it has been delivered

and accepted from the freight carrier. Therefore, the District accepts no liability for material prior to delivery or while it is under the Contractor's possession, control, or under freight carriers' possession or control.

#### **I. PERMITS, NOTICES, FEES, AND LAWS**

The Contractor shall, at Contractor's expense, obtain all necessary permits and licenses, give all necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations relating to work and to the preservation of the public health and safety.

#### **J. SERVICE AGREEMENT TERMINATION**

This agreement may be terminated if the Contractor fails on more than one (1) occasion, at any time during the contract period, to deliver this material within the time stated within the proposal, and if late or non-delivery causes any facility to run short of fuel or to run the risk of being entirely out of fuel. Additional causes for termination are detailed in paragraph G, Disputes and Termination of the City of San Diego General Provisions, Item 45, and Termination for Default.

Both parties understand and agree that this agreement can be terminated for any reason by either party by giving thirty (30) days written notice in advance.

#### **K. DISTRICT WORK RULES**

Employees and agents of Contractor shall, while on the premises of the District, comply with all District rules and regulations. Contractor shall acquaint itself with conditions at the work site as not to interfere with District operations. Contractor shall not stop, delay, or interfere with District work schedules without the prior approval.

#### **L. HARMONY**

Contractor shall be entirely responsible for working in harmony with all others on the work site when Contractor is working on District premises.

#### **M. COMPLIANCE WITH THE LAW**

Contractor agrees that its performance under this contract shall comply with all applicable laws of the United States of America, the State of California and the County of San Diego, and also with all applicable policies, ordinances, and regulations of the District.

#### **N. CONSEQUENCES OF VIOLATIONS WITH THE LAW**

Any acts or omissions of Contractor in violation of Federal, State, or Municipal law, or local regulations (regarding anti-competitive practices, unfair trade practices, collusion, gratuities, kickbacks, contingent fees, contemporaneous employment, or similar

violations creating an unfair influence on the public bidding and award process pertaining to this Contract) shall void this Contract. In addition to all other remedies or damages allowed by law, Contractor is liable to District for all damages, including costs for substitute performance, and is subject to debarment.

#### **O. DISPUTES**

Whenever Contractor has knowledge that any actual or potential labor dispute may delay its performance of this agreement, Contractor shall immediately notify and submit all relevant information to the District on how the Contractors ability to fulfill this conditions of this contract.

#### **P. NON-EXCLUSIVITY**

Nothing in this agreement shall prohibit the District from acquiring the same type or equivalent fuel from other sources, when deemed by the District to be in its best interest.

### **IV. SPECIFIC PROVISIONS**

#### **A. SUPPLIER'S RESPONSIBILITY**

It is critical that all products delivered to the District meet the specifications as detailed in Section V of the RFP. Any product not meeting these specifications could necessitate costly repair to equipment. The Contractor shall be held responsible for all expenses incurred in connection with substandard products. The District reserves the right to cancel this contract if delivered products do not meeting these specifications.

#### **B. DELIVERY**

The District elects to participate in the Contractors "keep full" service. Under this plan the contractor shall monitor fuel tank levels and make arrangements for timely fuel delivery. Since the District is an emergency service provider, fuel tank levels shall not fall below ½ tank at each location.

Unless otherwise arranged, all fuel deliveries must be made between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. Contractor shall notify the District at least one (1) week in advance when delivery is not possible due to tank farm closure.

#### **Delivery Locations:**

**Station No. 1 - 16936 El Fuego, Rancho Santa Fe, CA 92067**

**Above Ground Storage: 1500 unleaded, 500 Diesel**

**Generator: Diesel 100 gallons (as needed)**

**Generator: Diesel 100 gallons (as needed)**

**Estimated Annual Usage**

**Diesel 7,800**



<b>Unleaded</b> <b>31,200</b>  <b>Note: Gated Location</b>
<b>Station No. 2 - 16930 Four Gee Road, San Diego, CA 92127</b>  <b>Above Ground Storage: 500 Unleaded, 500 Diesel</b>  <b>Estimated Annual Usage</b> <b>Diesel</b> <b>4,200</b>  <b>Note: Gated Location</b>
<b>Station No. 3 – 6424 El Apajo, Rancho Santa Fe, CA 92067</b>  <b>Above Ground Storage: 1000 Diesel</b>  <b>Estimated Annual Usage</b> <b>Diesel</b> <b>4,200</b>  <b>Note: Gated Location</b>
<b>Station No. 4 - 18040 Calle Ambiente, Rancho Santa Fe, CA 92067</b>  <b>Above Ground Storage: 1000 Diesel</b>  <b>Estimated Annual Usage</b> <b>Diesel</b> <b>4,200</b>  <b>Note: Gated Location</b>

### **C.        EMERGENCY DELIVERIES**

There may be occasions when emergency fuel deliveries are required by the District to meet public safety needs. Contractor shall make these deliveries their number 1 priority, and provide fuel delivery with 24 hrs of notification.

### **D. CONTACT**

**Dismas Abelman**  
**Deputy Chief**  
**Rancho Santa Fe Fire Protection District**  
**16936 El Fuego,**  
**Rancho Santa Fe, CA 92067**

**858-756-7602**

**24 hr Contact**  
**Duty Battalion Chief**  
**858-756-7604**

#### **E. DELIVERY TICKETS**

Delivery tickets shall be signed at time and place of delivery. If no individual is at site to sign for delivery, it shall be noted on the delivery ticket. One (1) copy of each delivery ticket shall be left at delivery site, and one (1) copy shall be mailed with original invoice to locations listed on the purchase orders.

#### **F. PRICING SUBMITTAL**

Contractor shall utilize methods of pricing based on the “**SOCO GROUP PRICING PROPOSAL**” provided in the BID.

#### **G. INVOICING**

Contractor shall work directly with the Districts Accounts payable to ensure invoices for services rendered are furnished with the required detail and provided in a timely manner. The District may, at its discretion, terminate Contractors who are delinquent in their invoicing. Original invoices shall be submitted to the address shown and shall include the following:

1. Item, description, unit cost per gallon charged, terms
2. Applicable sales tax shown as a separate line item.
3. Copies of delivery tickets and delivery location shall accompany each invoice. A copy of each invoice or delivery ticket must be signed by the individual accepting delivery.
4. Delivery date.
6. Any other data relative to the shipment
7. Invoices must show same number of gallons as drop ticket, when a split load occurs, the amount dropped in each tank must be shown in gallons. The cumulative amount must equal the amount billed on the invoice.

#### **H. PAYMENT**

The District's payment terms are Net 30.

#### **I. REPORTS**

Monthly and/or annual statements with specific date ranges as needed shall be furnished as requested by the District referencing fueling data by location (quantities delivered and price). Report formats shall be available both electronically and in hard copy.

#### **J. GOVERNING LAW.**

This Agreement shall be construed in accordance with, and governed by, the laws of the State of California, and any action or proceeding, including arbitration, brought by any party in which this Agreement is a subject, shall be brought in San Diego County.

**K. AMENDMENT**

No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all the parties

By signing and/or authorizing this agreement, the Contractor acknowledges that they have read and understood the meaning, intent and requirements of said General Provisions

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first appearing above;

**Contractor**

SOCO Group

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

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

**District**

Rancho Santa Fe Fire Protection District

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

Tony J. Michel

Title: Fire Chief

**Exhibit “A”**  
**RFP**

RFP - AVAILABLE ON REQUEST FOR REVIEW



THE CITY OF SAN DIEGO

January 27, 2012

VIA E-MAIL TO: mdavis@thesocogroup.com

Mr. Matt Davis, Supply Manager  
The SoCo Group, Inc.  
5962 Priestly Drive  
Carlsbad, CA 92008-8812

Dear Mr. Davis:

Subject: NOTICE TO PROCEED, Contract No. 4600000984, Various Fuels - Purchasing & Contracting RFP/File No. 10015195-12-Z

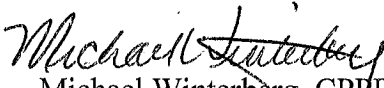
This letter is to confirm that the subject contract term is effective beginning January 23, 2012 through January 22, 2013, with options to extend for four (4) additional one (1) year periods.

Please find enclosed a copy of the fully executed Contract, and a Purchasing Contract document which is also known as an "Outline Agreement", for contract summary and information purposes. Purchase Orders will be issued separately to encumber funds for placement of specific orders and payment of invoices, as may be required.

As a reminder, any participating Agencies shall be responsible for finalizing and issuing its own contract award, as stated in Section L.3, Item 7 of the RFP.

If you have any questions, please don't hesitate to contact me at 619-533-6441. Thank you for your continued support in doing business with the City of San Diego.

Sincerely,

  
Michael Winterberg, CPPB  
Procurement Specialist

Enclosures: 1. Contract  
2. Contract Outline Agreement



Purchasing & Contracting Department  
Business Office & Support Services

1200 Third Avenue, Suite 200 • San Diego, CA 92101

Tel (619) 236-6000 Fax (619) 236-5904

Master Agenda  
Page 38 of 72





City of San Diego PURCHASING  
CONTRACT  
Bid No: 10015195-12Z

Cont. No. **4600000984**

<b>Ship To:</b> Center ID: PNC1 PURCHASING & CONTRACTING PURCHASING & CONTRACTING-DELIVERY MS56P 1200 3RD AVE STE 200 SAN DIEGO CA 92101-4195	<b>Bill To:</b> PURCHASING & CONTRACTING PURCHASING & CONTRACTING-INVOICE MS56P 1200 3RD AVE STE 200 SAN DIEGO CA 92101-4195	<b>Date:</b> 11/04/2011 <b>Last Option End Date:</b> 01/22/2017 <b>Validity End Date:</b> 01/22/2013
---	--	--

<b>Vendor:</b> The Soco Group Inc 5962 Priestly Dr Carlsbad CA 92008-8812  <b>Vendor ID:</b> 0010001826 <b>Phone:</b> 760-804-8460 <b>Fax:</b> 760-929-8063	<b>Terms:</b> Within 30 days Due net <b>Delivery Terms:</b> FOB FREE ON BOARD DEST  <b>Buyer:</b> MICHAEL WINTERBERG <b>Phone:</b> <b>Fax:</b> <b>E-Mail:</b> mwinterberg@sandiego.gov
--	--

Line #	Item ID/Description	Quantity/UM	Unit Price	Extended Price
1	This Document is for Contractual Information Only and is NOT a Purchase Order. Purchase Orders Will be Issued as Needed See Purchase Orders for the delivery and billing address...			
	Various Fuels	16,579,868.63 EA	\$ 1.00	\$ 16,579,868.63

<p>Have questions about doing business with the City of San Diego? Visit our Purchasing web site at <a href="http://www.sandiego.gov/purchasing">www.sandiego.gov/purchasing</a></p> <p>For specific information regarding contract opportunities with the City of San Diego, please visit our Bid &amp; Contract Opportunities web site at <a href="http://www.sandiego.gov/bids-contracts">www.sandiego.gov/bids-contracts</a>.</p>	<b>SEE LAST PAGE FOR TOTAL</b>
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City of San Diego PURCHASING  
CONTRACT  
Bid No: 10015195-12Z

Cont. No. 4600000984

Page 2 of 3

**Ship To:** Center ID:  
PURCHASING & CONTRACTING  
PURCHASING &  
CONTRACTING-DELIVERY  
MS56P  
1200 3RD AVE STE 200  
SAN DIEGO CA 92101-4195

**Bill To:**  
PURCHASING & CONTRACTING  
PURCHASING &  
CONTRACTING-INVOICE  
MS56P  
1200 3RD AVE STE 200  
SAN DIEGO CA 92101-4195

**Date:** 11/04/2011

**Last Option End Date:** 01/22/2017

**Validity End Date:**

**Vendor:** The Soco Group Inc  
5962 Priestly Dr  
Carlsbad CA 92008-8812

**Vendor ID:** 0010001826

**Phone:** 760-804-8460

**Fax:** 760-929-8063

**Terms:**  
Within 30 days Due net

**Delivery Terms:**  
FOB FREE ON BOARD DEST

**Buyer:** MICHAEL WINTERBERG

**Phone:**

**Fax:**

**E-Mail:** mwinterberg@sandiego.gov

Line #	Item ID/Description	Quantity/UM	Unit Price	Extended Price
	<p><b>Notes:</b></p> <p>Previous Contract No.: C008090069; Previous P(&gt;&amp;&lt;)C RFP/File No.: 7325-05-Z</p> <p>Furnish the City of San Diego with Various Fuels, as may be required for a period of one (1) year beginning January 23, 2012 through January 22, 2013, with options to extend for four (4) additional one (1) year periods.</p> <p>Council Resolution No.: R-307215</p> <p>Options Remaining: 01/23/13-01/22/14, in accordance with Section I.05. 01/23/14-01/22/15, in accordance with Section I.05. 01/23/15-01/22/16, in accordance with Section I.05. 01/23/16-01/22/17, in accordance with Section I.05.</p> <p>Insurance and SD business tax license shall be updated as required.</p> <p>Vendor Contact: Matt Davis, Supply Manager Phone: 760-804-8460 E-mail: mdavis@socogroup.com</p> <p>Buyer contact: Michael Winterberg, CPPB, Procurement Specialist</p>			

Have questions about doing business with the City of San Diego? Visit our Purchasing web site at [www.sandiego.gov/purchasing](http://www.sandiego.gov/purchasing)

For specific information regarding contract opportunities with the City of San Diego, please visit our Bid & Contract Opportunities web site at [www.sandiego.gov/bids-contracts](http://www.sandiego.gov/bids-contracts).

**SEE LAST PAGE  
FOR TOTAL**





City of San Diego PURCHASING  
CONTRACT  
Bid No: 10015195-12Z

Cont. No. **4600000984**

<b>Ship To:</b> PURCHASING & CONTRACTING PURCHASING & CONTRACTING-DELIVERY MS56P 1200 3RD AVE STE 200 SAN DIEGO CA 92101-4195		<b>Center ID:</b>		<b>Bill To:</b> PURCHASING & CONTRACTING PURCHASING & CONTRACTING-INVOICE. MS56P 1200 3RD AVE STE 200 SAN DIEGO CA 92101-4195		<b>Date:</b> 11/04/2011 <b>Last Option End Date:</b> 01/22/2017 <b>Validity End Date:</b>	
<b>Vendor:</b> The Soco Group Inc 5962 Priestly Dr Carlsbad CA 92008-8812  <b>Vendor ID:</b> 0010001826 <b>Phone:</b> 760-804-8460 <b>Fax:</b> 760-929-8063						<b>Terms:</b> Within 30 days Due net <b>Delivery Terms:</b> FOB FREE ON BOARD DEST  <b>Buyer:</b> MICHAEL WINTERBERG <b>Phone:</b> <b>Fax:</b> <b>E-Mail:</b> mwinterberg@sandiego.gov	
Phone: 619-533-6441 E-mail: mwinterberg@sandiego.gov  Distribution: File, Vendor, Buyer, John Clements, Gary Timm, Mark Caroccia, Jose Cruz, Kevin Ester, Jerry Fabula, John Medina, Lorraine Hutchinson, Bryan Norris, Rick Wurts, Gloria Saldivar, Archy Onyeise, Norma Alderete, Amanda Santillan, Ellen Putnam, Peter Najor, Marla Robinson							
<b>Have questions about doing business with the City of San Diego? Visit our Purchasing web site at <a href="http://www.sandiego.gov/purchasing">www.sandiego.gov/purchasing</a></b>  <b>For specific information regarding contract opportunities with the City of San Diego, please visit our Bid &amp; Contract Opportunities web site at <a href="http://www.sandiego.gov/bids-contracts">www.sandiego.gov/bids-contracts</a>.</b>						<b>Line Item Total \$</b> 16,579,868.63 <b>Tax</b> <b>Freight</b> 0.00 <b>Contract Total \$</b> 16,579,868.63	

Master Agenda

## RESOLUTION 2012-02

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

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

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

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

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

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

NOW THEREFORE, the District and the Association agree to MOU (Exhibit A.) for a term January 1, 2012 through December 31, 2012.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Rancho Santa Fe Fire Protection District on March 14, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

JAMES H ASHCRAFT  
President

ATTEST:

---

Karlana Rannals  
Secretary



# Memorandum of Understanding

Between

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

Effective January 1, 2012  
Expires December 31, 2012

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# MEMORANDUM OF UNDERSTANDING

## RANCHO SANTA FE FIRE PROTECTION DISTRICT

and

## RANCHO SANTA FE FIRE PROTECTION DISTRICT EMPLOYEES ASSOCIATION

### ARTICLE I – PREAMBLE

- 01.01 This Memorandum of Understanding (MOU) is made and entered into this 1st day of July 2006 by and between the *Rancho Santa Fe Fire Protection District* (hereinafter referred to as the "DISTRICT") and the Rancho Santa Fe Fire Protection District Employee Association (hereinafter referred to as "Association").
- 01.02 This MOU is entered into pursuant to the Meyers-Milias-Brown (MMB) Act (Government Code Section 3500-3511) and has been prepared jointly by the District and Association.
- 01.03 It is the purpose of this Agreement to achieve and maintain harmonious relations between the District and the Association to provide for equitable and peaceful adjustment of differences, which may arise, and to establish proper standards of wages, hours, and other conditions of employment.
- 01.04 Representatives of the District and the Association have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment and have exchanged freely information, opinions and proposals in a sincere effort to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.
- 01.05 This MOU is the sole and exclusive document for classifications identified in this Agreement between the District and the Association. This MOU shall supersede all previous agreements and resolutions.

### ARTICLE II – RECOGNITION

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

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

### **ARTICLE III – IMPLEMENTATION**

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

### **ARTICLE IV – TERM**

- 04.01 The term of this MOU shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article III: Implementation, are fully met; but in no event shall said MOU become effective prior to 12:01 am on January 1, 2012. MOU shall expire and otherwise be fully terminated at 12:00 midnight on December 31, 2012 . Unless otherwise indicated in the agreement, all terms of employment and benefits shall be in full force and effect for the term of the agreement, circumstances beyond the control of the employer accepted.

### **ARTICLE V – RENEGOTIATION**

- 05.01 Renegotiation: In the event the Association or the District desires to meet and confer on the provisions of a successor MOU, the requesting entity shall serve upon the other party its written request to commence meeting and conferring for such successor MOU. Should the meet and confer process for a successor MOU exceed the term of this Agreement, all terms and conditions of this MOU shall be continued until an agreement is reached.
- 05.02 Except as specifically provided herein, it is agreed and understood that the parties hereto shall not be required but do reserve the right upon mutual agreement, to negotiate with respect to any subject or matter covered herein or with respect to any other matters within the scope of representation during the term of this agreement.
- 05.03 It is agreed that under special circumstances, and with the approval of the Association, employee, and District, each employee will have the right to negotiate individually with the Rancho Santa Fe Fire Protection District his/her work hours and number of days of work each week, and the duration of the request. An employee may choose to use an authorized Association representative to negotiate those hours and days of employment.

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

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

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

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

## **ARTICLE VII – EMPLOYEE RIGHTS**

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

## **ARTICLE VIII – ASSOCIATION ACCESS**

- 08.01 Authorized Association representatives shall be granted access to work locations for the purpose of conducting grievance investigations or contacting members of the Association concerning business within the scope of representation. Association representatives shall not interfere with the work operations of the District.
- 08.02 Association representatives have the right to meet with employees during coffee, rest, or lunch breaks at District facilities as may be available.

- 08.03 It is agreed that the Association may use District facilities to conduct general meetings when such facilities are available and with the approval of the Fire Chief.
- 08.04 Bulletin Board: It is agreed that the District will allow bulletin boards in agreed upon places, including e-mail, for the use of the Association in posting appropriate notices and announcements of meetings, elections, social activities, and any other Association official business.

## **ARTICLE IX – GENERAL PROVISIONS**

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



## **ARTICLE X – HOURS OF EMPLOYMENT**

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

## **ARTICLE XI – WAGES**

- 11.01 Pay rate for all employees will be expressed and paid as an hourly rate. (Note: Approximate monthly compensation is provided as information only.) Adjustments to the employee's semi-monthly paycheck for overtime compensation will be made on the paycheck following the close of the work period in which there is an adjustment. An allowance of at least seven days is allowed for preparation of payroll and the accounting procedures normally associated with payroll matters.
- 11.02 Wage Schedule: Hourly Wage Schedules for January 1, 2012 through December 31, 2012 for all positions covered by this MOU are shown in Appendix A.
- 11.03 Overtime Compensation Rate: Compensation rate shall be paid in accordance with Article XII of this MOU.
- 11.04 Except as specifically provided herein, it is agreed and understood that the parties hereto reserve the right, upon mutual agreement, to renegotiate with respect to a change in market or financial conditions covered herein.

## **ARTICLE XII – OVERTIME COMPENSATION**

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

a year. Each employee must notify the payroll office prior to November 1 each year if this option is to be selected. This will be paid separately with the November 30 paycheck.

### **ARTICLE XIII – RETIREMENT**

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

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

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

13.02 The District agrees to pay 100% of the current 8% employee contribution for all reportable wages. The employee will contribute \$2 per month towards the cost of the 1959 Survivor Benefit - Fourth Level.

13.03 Report the Value of Employer-Paid Member Contribution (EPMC) – Special Compensation: the District will report to CalPERS the value of EPMC as reportable compensation.

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

- a. 1959 Survivor Benefit – Fourth Level

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

13.05 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.

13.06 The District agrees to report member contributions as taxed deferred for all employees enrolled in the 2.5% @ 55 plan.

## **ARTICLE XIV – VACATION ACCRUAL**

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

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

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

14.03 Should the employee not use any available time off with pay during the calendar year, the employee will be allowed to carryover into the next calendar year(s).

## **ARTICLE XV – HOLIDAYS**

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

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

## **ARTICLE XVI – SICK LEAVE**

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

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

16.03 Definition of "Immediate Family" – Immediate family shall include: employee's spouse, child, stepchild, brother, stepbrother, sister, stepsister, parent, stepparent, grandparent, grandchild, or any legal dependent residing in same household.

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

- 17.01 All employees will be allowed paid time for jury duty or any job related court appearance, or deposition. Any other appearances that are non-job related must use vacation time or leave of absence without pay.
- 17.02 All jury duty fees received except for expenses shall be returned to the District.
- 17.03 To insure proper coverage, an employee who receives a notice of jury duty shall, within 72 hours of receipt of notice, notify and present the notice to their supervisor.

## **ARTICLE XVIII – BEREAVEMENT LEAVE**

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

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

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

- 19.01 Upon approval of the employee's supervisor, an employee may be granted leave of absence without pay in cases of emergency or where such absence would not be contrary to the best interest of the District, for a period of not to exceed thirty (30) days.
- 19.02 Leave of absence is unpaid leave and not approved for an employee to seek gainful employment.
- 19.03 Leave of absence without pay may be granted after all paid leave available has been used.

## **ARTICLE XX – HEALTH INSURANCE**

- 20.01 The District shall remit Insurance premiums for HMO medical and HMO dental insurance for the District's employees and their dependents. Effective July 1, 2006 the District shall pay an amount equal to the premium cost of the family rate, up to \$1,000 per month.
- 20.02 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.
- 20.03 Any unused premium may be used for medical/dental expenses as defined by Administrative Policy for a maximum period of 24 months. After the 24-month period expires, 100% of any unused premium shall be transferred to the employee's Retirement Health Savings Account.

- 20.04 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 20.03.
- 20.05 District 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 Association understands that the premium for a retired employee may be higher than that of an active employee. At age 65, the retiree may have additional options available.
- 20.06 Medicare-Eligible Retirees: The District may offer one or more Medicare supplement plans. The retiree will be responsible for the entire premium and a two percent (2%) administrative cost.

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

- 21.01 The District will implement a plan effective with this contract. All Employees covered by this agreement shall be required to participate in a District administered Retirement Health Savings Account (RHSA). The following terms apply:
- a. Effective July 1, 2006 a monetary contribution will be made by the District in the amount of \$25 per employee per month.
  - b. The value of any unused medical reimbursement shall be transferred at the end of each calendar and fiscal year to the employee's RHSA (contributed twice a year).
  - c. If the employee has 480 hours of unused sick leave, then at the end of each calendar year 50 percent of the unused sick leave, (96 minus sick leave used) will be contributed to the RHSA at hourly rate.

#### **ARTICLE XXII – LIFE INSURANCE**

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

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

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

#### **ARTICLE XXIV – UNIFORMS**

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

## **ARTICLE XXV – TUITION REIMBURSEMENT**

25.01 The Fire District may grant tuition reimbursement for community college or university level courses that provide professional development within and outside the employee's field of expertise. All training programs will be developed and pre-approved between the employee and their supervisor. All courses must be approved in advance and achieve a passing grade of "C" or better for reimbursement. Reimbursement for textbooks may be granted, however, they may become the property of the District, if the District pays for them.

## **ARTICLE XXVI – GRIEVANCES**

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

### **26.02 General Provisions**

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

### **26.03 Procedures**

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

the supervisor unless consulted by that person or with the grievant until and unless the grievant files it with the Chief. Only those issues unresolved by the supervisor shall be discussed with the employee at the Chief's level.

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

## **ARTICLE XXVII – DISCHARGE OR OTHER DISCIPLINARY ACTION**

- 27.01 It is agreed that the District shall advise the employee of his/her right to representation and a written statement of the reason or reasons for any disciplinary action against him/her. All documentation upon which the charges are based shall be made available to the employee at the time such action is taken.
- 27.02 It is agreed that all appeals relating to any disciplinary action shall be submitted in writing to the District in accordance with Article XXIX – GRIEVANCES, following a hearing before the Chief or his/her designated representative.

## **ARTICLE XXVIII – SEVERABILITY**

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



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

## **ARTICLE XXIX – SENIORITY PROVISIONS**

### **29.01 Seniority Defined:**

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

### **29.02 Seniority Credit:**

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

### **29.03 Other Seniority Credit Provisions:**

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



relative position of such employees on the eligibility list from which said employees were appointed.

### **ARTICLE XXX – REDUCTION IN FORCE**

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

**PASSED AND ADOPTED** at a regular meeting of the Board of Directors of the Rancho Santa Fe Fire Protection District on March 14, 2012.

TEAM MEMBERS  
RANCHO SANTA FE  
FIRE PROTECTION DISTRICT

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James H. Ashcraft, President  
Board of Directors

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Randall Malin, Member  
Board of Directors

TEAM MEMBERS  
RANCHO SANTA FE FPD  
EMPLOYEES ASSOCIATION

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Dina Bussey, Accounting Specialist  
RSFFPD Employees Association

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Mike Scott, Urban-Fire Forester  
RSFFPD Employees Association

## APPENDIX A

The following schedule effective since - July 1, 2009

<b>Urban Forester</b>	<b>Range</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Hourly		\$38.393	\$40.313	\$42.329	\$44.445	\$46.667
Monthly		\$6,655	\$6,988	\$7,337	\$7,704	\$8,089
<b>Fire Prevention Specialist</b>	<b>Range</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Hourly		\$26.428	\$27.749	\$29.137	\$30.594	\$32.124
Monthly		\$4,581	\$4,810	\$5,050	\$5,303	\$5,568
<b>Public Education Coordinator</b>	<b>Range</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Hourly		\$27.095	\$28.450	\$29.872	\$31.366	\$32.934
Monthly		\$4,696	\$4,931	\$5,178	\$5,437	\$5,709
<b>– Office Support Coordinator</b>	<b>Range</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Hourly		\$19.099	\$20.054	\$21.057	\$22.110	\$23.215
Monthly		\$3,311	\$3,476	\$3,650	\$3,832	\$4,024
<b>Accounting Specialist</b>	<b>Range</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Hourly		\$23.328	\$24.495	\$25.719	\$27.005	\$28.356
Monthly		\$4,044	\$4,246	\$4,458	\$4,681	\$4,915
<b>Staff Assistant - ADMIN</b>	<b>Range</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Hourly		\$20.588	\$21.617	\$22.698	\$23.833	\$25.025
Monthly		\$3,569	\$3,747	\$3,934	\$4,131	\$4,338
<b>Deputy Fire Marshal</b> (eff. 1/1/12)	<b>Range</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Hourly		\$34.807	\$36.547	\$38.374	\$40.293	\$42.308
Monthly		\$6,033	\$6,335	\$6,652	\$6,984	\$7,333

## **RESOLUTION No. 2012-03**

### **A RESOLUTION OF THE BOARD OF DIRECTORS OF THE RANCHO SANTA FE FIRE PROTECTION DISTRICT TO PARTICIPATE IN THE SAN DIEGO COUNTY FIRE MITIGATION FEE PROGRAM**

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

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

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

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

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

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

#### **IT IS HEREBY FOUND THAT:**

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

(4) The annexation fees and plan check fees charged by the Rancho Santa Fe Fire Protection District do not include a payment toward the costs of capital facility and equipment expansion as a component of the fee.

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

(1) The Rancho Santa Fe Fire Protection District requests the County to collect 100% of the ceiling amount of the fire mitigation fee on the district's behalf from applicants for building permits. This percentage of the ceiling fee is equal to or less than the capital facility expansion needs caused by new development.

(2) The fee amounts do not exceed the ceiling for fire mitigation fees established by the San Diego County Board of Supervisors.

(3) Mitigation fees paid under this program will be used to expand the availability of capital facilities and equipment to serve new development.

(4) The district shall place all funds received by the County under this program, and all interest subsequently accrued by the district on these funds, in a separate budget accounting category to be known as the "San Diego County Fire Mitigation Fee."

(5) The district shall expend funds from said "San Diego County Fire Mitigation Fee" budget accounting category only for the purposes of providing capital facilities and equipment to serve new development.

(6) The district shall submit a Fire Mitigation Fee Annual Report, not later than August 29 of each year, to the Director of the Office of Disaster Preparedness specifying the amount of funds collected and the expenditures by category. In addition, the report shall specify the actions the district plans to take to alleviate the facility and equipment needs caused by new development in a Multi-Year Facilities and Equipment Plan adopted at a noticed public hearing. The district shall make available, upon request by the Director, a copy of its annual audit report.

(7) The district shall make its records available to the public on request, which justify the basis for the fee amount.

(8) The district shall hold San Diego County harmless for any errors made by the County in collecting and/or transmitting these fees to the district.

(9) The district agrees to a review of revenues and expenditures collected and dispensed pursuant to this resolution each fiscal year by a committee established by the County Board of Supervisors.

(10) The district shall make findings, with respect to any portion of the fee remaining unexpended or uncommitted in its account five or more years after deposit of the fee, to identify the purpose to which the fee is to be put and to demonstrate a reasonable relationship between the fee and the purpose for which it was charged. The agency shall refund to the then current record owner or owners of the development project or projects on a prorated basis the unexpended or uncommitted portion of the fee, and any interest accrued thereon, for which need cannot be demonstrated.

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

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

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

**BE IT FURTHER RESOLVED** that this resolution supersedes Resolution No. 2011-02 to Participate in the Fire Mitigation Fee Program adopted March 2, 2011.

**PASSED AND ADOPTED** at a regular meeting of the Board of Directors of the Rancho Santa Fe Fire Protection District on March 14, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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JAMES H ASHCRAFT  
President

ATTEST:

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Karlana Rannals  
Secretary

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# STAFF REPORT

NO. 12-05

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

**FROM:** KARLENA RANNALS, ADMINISTRATIVE MANAGER

**SUBJECT:** PERS CONTRACT AMENDMENT – SAFETY AND MISC EMPLOYEES

**DATE:** MARCH 9, 2012

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## RECOMMENDATION

- 1) Adopt Resolution No. 2012-04 and authorize the Board Clerk to certify the governing body's action
- 2) Request CalPERS provide a final Resolution of Adoption
- 3) Schedule Adoption of Final Resolution pursuant to Government Code Section 20471 (*which states there must be a 20-day period between the adoption of the Resolution of Intention and the adoption of the final Resolution.*)

## BACKGROUND

During the 2011 negotiations between the Fire District and Rancho Santa Fe Professional Firefighters Association Local 4349 and Rancho Santa Fe Employees Association, each bargaining unit has agreed to a second tier retirement plan. The plans are 3% @ 55 (Safety) and 2.5% @ 55 (Non-safety) respectively. In October 2011, an actuarial was requested from CalPERS to begin the process to amend the retirement formulas.

## CURRENT SITUATION

The next step is for the Board of Directors to adopt Resolution No. 2012-04 - *Resolution of Intention* authorizing the amendments and disclosing the cost of this change. Government Code Section 7507 requires that the future annual costs or benefit change of the proposed contract be made public; therefore, the following rates identified in the amendment actuarial valuation for the adoption of this plan amendment are:

Local Miscellaneous - Section 21354.4 (2.5% @ 55 Full Formula) and Section 20037 (Three-Year Final Compensation): the employer contribution rate will be 12.749% of reportable earnings for local miscellaneous members entering membership for the first time in the miscellaneous classification after the effective date of the amendment to contract.

Local Safety - Section 21363.1 (3% @ 55 Full Formula) and Section 20037 (Three-Year Final Compensation) The employer contribution rate will be 20.308% of reportable earnings for local safety members entering membership for the first time in the safety classification after the effective date of this amendment to contract.

A copy of the summary of major provisions is attached.

**RESOLUTION OF INTENTION  
TO APPROVE AN AMENDMENT TO CONTRACT  
BETWEEN THE  
BOARD OF ADMINISTRATION  
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM  
AND THE  
BOARD OF DIRECTORS  
RANCHO SANTA FE FIRE PROTECTION DISTRICT**

WHEREAS, the Public Employees' Retirement Law permits the participation of public agencies and their employees in the Public Employees' Retirement System by the execution of a contract, and sets forth the procedure by which said public agencies may elect to subject themselves and their employees to amendments to said Law; and

WHEREAS, one of the steps in the procedures to amend this contract is the adoption by the governing body of the public agency of a resolution giving notice of its intention to approve an amendment to said contract, which resolution shall contain a summary of the change proposed in said contract; and

WHEREAS, the following is a statement of the proposed change:

To provide Section 20475 (Different Level of Benefits). Section 21354.4 (2.5% @ 55 Full formula) and Section 20037 (Three-Year Final Compensation) are applicable to local miscellaneous members entering membership for the first time in the miscellaneous classification after the effective date of this amendment to contract, and

Section 20475 (Different Level of Benefits). Section 21363.1 (3% @ 55 Full formula) and Section 20037 (Three-Year Final Compensation) are applicable to local safety members entering membership for the first time in the safety classification after the effective date of this amendment to contract.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the above agency does hereby give notice of intention to approve an amendment to the contract between said public agency and the Board of Administration of the Public Employees' Retirement System, a copy of said amendment being attached hereto, as an "Exhibit" and by this reference made a part hereof.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Rancho Santa Fe Fire Protection District on March 14, 2012 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

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James H. Ashcraft, President

ATTEST:

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Karlana Rannals, Secretary

# **CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM**

Actuarial and Employer Services Branch  
Public Agency Contract Services  
(888) CalPERS (225-7377)

## **SUMMARY OF MAJOR PROVISIONS**

2.5% @ 55 Formula (Section 21354.4)  
Local Miscellaneous Members

### **SERVICE RETIREMENT**

To be eligible for service retirement, a member must be at least age 50 and have five years of CalPERS credited service. There is no compulsory retirement age.

The monthly retirement allowance is determined by age at retirement, years of service credit and final compensation. The basic benefit is 2.5% of final compensation for each year of credited service upon retirement at age 55. If retirement is earlier than age 55, the percentage of final compensation decreases for each quarter year of attained age to 2% at age 50.

Final compensation is the average monthly pay rate during the last consecutive 36 months of employment, or 12 months if provided by the employer's contract, unless the member designates a different period of 36 or 12 consecutive months when the average pay rate was higher.

### **DISABILITY RETIREMENT**

Members substantially incapacitated from performing the usual duties for the position for his/her current employer, and from performing the usual duties of the position for other CalPERS covered employers (including State agencies, schools, and local public agencies), and where similar positions with these other employers with reasonably comparable in pay, benefits, and promotional opportunities are not available, would be eligible for disability retirement provided they have at least five years of service credit. The monthly retirement allowance is 1.8% of final compensation for each year of service. The maximum percentage for members who have between 10.000 and 18.518 years of service credit is one-third of their final compensation. If the member is eligible for service retirement the member will receive the highest allowance payable, service or disability. If provided by the employer's contract, the benefit would be a minimum of 30% of final compensation for the first five years of service credit, plus 1% for each additional year of service to a maximum benefit of 50% of final compensation.

### **INDUSTRIAL DISABILITY RETIREMENT**

If provided by the employer's contract, members permanently incapacitated from performing their duties, as defined above under Disability Retirement, and the disability is a result of a job-related injury or illness may receive an Industrial Disability Retirement benefit equal to 50% of their final compensation. If provided in the employer's contract and the member is totally disabled, the disability retirement allowance would equal 75% of final compensation in lieu of the disability retirement allowance otherwise provided. If the member is eligible for service retirement, the service retirement allowance is payable. The total allowance cannot exceed 90% of final compensation.

### **PRE-RETIREMENT DEATH BENEFITS**

Basic Death Benefit: This benefit is a refund of the member's contributions plus interest and up to six months' pay (one month's salary rate for each year of current service to a maximum of six months).



1957 Survivor Benefit: An eligible beneficiary may elect to receive either the Basic Death Benefit or the 1957 Survivor Benefit. The 1957 Survivor Benefit provides a monthly allowance equal to one-half of the highest service retirement allowance the member would have received had he/she retired on the date of death. The 1957 Survivor Benefit is payable to the surviving spouse or registered domestic partner until death or to eligible unmarried children until age 18.

1959 Survivor Benefit: (If provided by the employer's contract and the member is not covered under social security.) A surviving spouse or registered domestic partner and eligible children may receive a monthly allowance as determine by the level of coverage. This benefit is payable in addition to the Basic Death Benefit or 1957 Survivor Benefit. Children are eligible if under age 22 and unmarried.

Pre-Retirement Optional Settlement 2 Death Benefit: (If provided by the employer's contract.) The spouse or registered domestic partner of a deceased member, who was eligible to retire for service at the time of death, may to elect to receive the Pre-Retirement Optional Settlement 2 Death Benefit in lieu of the lump sum Basic Death Benefit. The benefit is a monthly allowance equal to the amount the member would have received if he/she had retired for service on the date of death and elected Optional Settlement 2, the highest monthly allowance a member can leave a spouse or registered domestic partner.

#### COST-OF-LIVING ADJUSTMENTS

The cost of living allowance increases are limited to a maximum of 2% compounded annually unless the employer's contract provides a 3, 4, or 5% increase.

#### DEATH AFTER RETIREMENT

The lump sum death benefit is \$500 (or \$600, \$2,000, \$3,000, \$4,000 or \$5,000 if provided by the employer's contract) regardless of the retirement plan chosen by the member at the time of retirement.

#### TERMINATION OF EMPLOYMENT

Members who have separated from employment may elect to leave their contributions on deposit or request a refund of contributions and interest. Those who leave their contributions on deposit may apply at a later date for a monthly retirement allowance if the minimum service and age requirements are met. Members who request a refund of their contributions terminate their membership and are not eligible for any future benefits unless they return to CalPERS membership.

#### EMPLOYEE CONTRIBUTIONS

Miscellaneous members covered by the 2.5% @ 55 formula contribute 8% of reportable earnings. Those covered under a modified formula (coordinated with Social Security) do not contribute on the first \$133.33 earned.

The employer also contributes toward the cost of the benefits. The amount contributed by the employer for current service retirement benefits generally exceeds the cost to the employee. In addition, the employer bears the entire cost of prior service benefits (the period of time before the employer provided retirement coverage under CalPERS). All employer contribution rates are subject to adjustment by the CalPERS Board of Administration.

## **CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM**

Actuarial and Employer Services Branch  
Public Agency Contract Services  
(888) CalPERS (225-7377)

### **SUMMARY OF MAJOR PROVISIONS**

3% @ 55 Formula (Section 21363.1)  
Local Safety Members

#### **SERVICE RETIREMENT**

To be eligible for service retirement, a member must be at least age 50 and have five years of CalPERS credited service. If provided by the employer's contract, mandatory retirement age for local safety members is age 60.

The monthly retirement allowance is determined by age at retirement, years of service credit and final compensation. The basic benefit is 3% of final compensation for each year of credited service upon retirement at age 55. If retirement is earlier than age 55, the percentage of final compensation decreases for each quarter year of attained age to 2.40% at age 50. The allowance is limited to 90% of final compensation.

Final compensation is the average monthly pay rate during the last consecutive 36 months of employment, or 12 months if provided by the employer's contract, unless the member designates a different period of 36 or 12 consecutive months when the average pay rate was higher. Certain items of special compensation earned during your final compensation period will be included in your final compensation, in accordance with Board regulations.

#### **DISABILITY RETIREMENT**

Members substantially incapacitated from performing the usual duties for the position for his/her current employer would be eligible for disability retirement provided they have at least five years of service credit. The monthly retirement allowance is 1.8% of final compensation for each year of service. The maximum percentage for members who have between 10.000 and 18.518 years of service credit is one-third of their final compensation. If the member is eligible for service retirement the member will receive the highest allowance payable, service or disability. If provided by the employer's contract, the benefit would be a minimum of 30% of final compensation for the first five years of service credit, plus 1% for each additional year of service to a maximum benefit of 50% of final compensation.

#### **INDUSTRIAL DISABILITY RETIREMENT**

Members permanently incapacitated from performing their duties, as defined above under Disability Retirement, and the disability is a result of a job-related injury or illness may receive an Industrial Disability Retirement benefit equal to 50% of their final compensation. If provided in the employer's contract and the member is totally disabled, the disability retirement allowance would equal 75% of final compensation in lieu of the disability retirement allowance otherwise provided. If the member is eligible for service retirement, the service retirement allowance is payable. The total allowance cannot exceed 90% of final compensation.

#### **PRE-RETIREMENT DEATH BENEFITS**

**Basic Death Benefit:** This benefit is a refund of the member's contributions plus interest and up to six months' pay (one month's salary rate for each year of current service to a maximum of six months).

1957 Survivor Benefit: An eligible beneficiary may elect to receive either the Basic Death Benefit or the 1957 Survivor Benefit. The 1957 Survivor Benefit provides a monthly allowance equal to one-half of the highest service retirement allowance the member would have received had he/she retired on the date of death. The 1957 Survivor Benefit is payable to the surviving spouse or registered domestic partner until death or to eligible unmarried children until age 18.

1959 Survivor Benefit: (If provided by the employer's contract and the member is not covered under social security.) A surviving spouse or registered domestic partner and eligible children may receive a monthly allowance as determined by the level of coverage. This benefit is payable in addition to the Basic Death Benefit or 1957 Survivor Benefit. Children are eligible if under age 22 and unmarried.

Pre-Retirement Option 2W Death Benefit: (If provided by the employer's contract.) The spouse or registered domestic partner of a deceased member, who was eligible to retire for service at the time of death, may elect to receive the Pre-Retirement Option 2W Death Benefit in lieu of the lump sum Basic Death Benefit. The benefit is a monthly allowance equal to the amount the member would have received if he/she had retired for service on the date of death and elected Option 2W, the highest monthly allowance a member can leave a spouse or registered domestic partner.

Special Death Benefit: A surviving spouse, registered domestic partner, or eligible children or step children may receive a monthly allowance equal to one-half of the final compensation. If the cause of death is due to external violence or physical force while on the job, and there are eligible surviving children in addition to a spouse or registered domestic partner, the allowance may be increased to a maximum of 75%.

#### COST-OF-LIVING ADJUSTMENTS

The cost of living allowance increases are limited to a maximum of 2% compounded annually unless the employer's contract provides a 3, 4, or 5% increase.

#### DEATH AFTER RETIREMENT

The lump sum death benefit is \$500 (or \$600, \$2,000, \$3,000, \$4,000 or \$5,000 if provided by the employer's contract) regardless of the retirement plan chosen by the member at the time of retirement.

#### TERMINATION OF EMPLOYMENT

Members who have separated from employment may elect to leave their contributions on deposit or request a refund of contributions and interest. Those who leave their contributions on deposit may apply at a later date for a monthly retirement allowance if the minimum service and age requirements are met. Members who request a refund of their contributions terminate their membership and are not eligible for any future benefits unless they return to CalPERS membership.

#### EMPLOYEE CONTRIBUTIONS

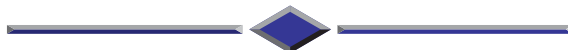
Local safety members covered by the 3% @ 55 formula contribute 9% of reportable earnings. Those covered under a modified formula (coordinated with Social Security) do not contribute on the first \$133.33 earned.

The employer also contributes toward the cost of the benefits. The amount contributed by the employer for current service retirement benefits generally exceeds the cost to the employee. In addition, the employer bears the entire cost of prior service benefits (the period of time before the employer provided retirement coverage under CalPERS). All employer contribution rates are subject to adjustment by the CalPERS Board of Administration.



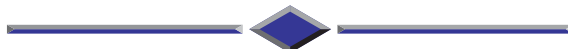
## EXHIBIT

California  
Public Employees' Retirement System



# AMENDMENT TO CONTRACT

Between the  
Board of Administration  
California Public Employees' Retirement System  
and the  
Board of Directors  
Rancho Santa Fe Fire Protection District



The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective July 1, 1951, and witnessed May 15, 1951, and as amended effective March 1, 1969, December 1, 1977, February 1, 1981, March 1, 1983, January 1, 1991, February 1, 1996, May 1, 2003 and July 1, 2007 which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

- A. Paragraphs 1 through 13 are hereby stricken from said contract as executed effective July 1, 2007, and hereby replaced by the following paragraphs numbered 1 through 16 inclusive:
  - 1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for local miscellaneous members; age 50 for local safety members entering membership in the safety classification on or prior to the effective date of this amendment to contract and age 55 for local safety members entering membership for the first time in the safety classification after the effective date of this amendment to contract.

2. Public Agency shall participate in the Public Employees' Retirement System from and after July 1, 1951 making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.
3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorneys fees that may arise as a result of any of the following:
  - (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.
  - (b) Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than existing retirement benefits, provisions or formulas.
  - (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.
  - (d) Public Agency's election to file for bankruptcy under Chapter 9 (commencing with section 901) of Title 11 of the United States Bankruptcy Code and/or Public Agency's election to reject this Contract with the CalPERS Board of Administration pursuant to section 365, of Title 11, of the United States Bankruptcy Code or any similar provision of law.
  - (e) Public Agency's election to assign this Contract without the prior written consent of the CalPERS' Board of Administration.
  - (f) The termination of this Contract either voluntarily by request of Public Agency or involuntarily pursuant to the Public Employees' Retirement Law.

- (g) Changes sponsored by Public Agency in existing retirement benefits, provisions or formulas made as a result of amendments, additions or deletions to California statute or to the California Constitution.
- 4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
  - a. Local Fire Fighters (herein referred to as local safety members);
  - b. Employees other than local safety members (herein referred to as local miscellaneous members).
- 5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:
  - a. **POLICE OFFICERS.**
- 6. The percentage of final compensation to be provided for each year of credited prior and current service as a local miscellaneous member in employment before and not on or after July 1, 2007 shall be determined in accordance with Section 21354 of said Retirement Law (2% at age 55 Full).
- 7. The percentage of final compensation to be provided for each year of credited prior and current service as a local miscellaneous member in employment on or after July 1, 2007 and not entering membership for the first time in the miscellaneous classification after the effective date of this amendment to contract shall be determined in accordance with Section 21354.5 of said Retirement Law (2.7% at age 55 Full).
- 8. The percentage of final compensation to be provided for each year of credited current service as a local miscellaneous member entering membership for the first time in the miscellaneous classification after the effective date of this amendment to contract shall be determined in accordance with Section 21354.4 of said Retirement Law (2.5% at age 55 Full).
- 9. The percentage of final compensation to be provided for each year of credited prior and current service as a local safety member entering membership in the safety classification on or prior to the effective date of this amendment to contract shall be determined in accordance with Section 21363.2 of said Retirement Law (3% at age 50 Full).



10. The percentage of final compensation to be provided for each year of credited current service as a local safety member entering membership for the first time in the safety classification after the effective date of this amendment to contract shall be determined in accordance with Section 21363.1 of said Retirement Law (3% at age 55 Full).
11. Public Agency elected and elects to be subject to the following optional provisions:
  - a. Section 20042 (One-Year Final Compensation) for local miscellaneous members and local safety members entering membership on or prior to the effective date of this amendment to contract.
  - b. Section 20965 (Credit for Unused Sick Leave).
  - c. Section 21574 (Fourth Level of 1959 Survivor Benefits).
  - d. Section 20475 (Different Level of Benefits). Section 21354.4 (2.5% @ 55 Full formula) and Section 20037 (Three-Year Final Compensation) are applicable to local miscellaneous members entering membership for the first time in the miscellaneous classification after the effective date of this amendment to contract.

Section 21363.1 (3% @ 55 Full formula) and Section 20037 (Three-Year Final Compensation) are applicable to local safety members entering membership for the first time in the safety classification after the effective date of this amendment to contract.
12. Public Agency, in accordance with Government Code Section 20790, ceased to be an "employer" for purposes of Section 20834 effective on February 1, 1981. Accumulated contributions of Public Agency shall be fixed and determined as provided in Government Code Section 20834, and accumulated contributions thereafter shall be held by the Board as provided in Government Code Section 20834.
13. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members and local safety members of said Retirement System.
14. Public Agency shall also contribute to said Retirement System as follows:
  - a. Contributions required per covered member on account of the 1959 Survivor Benefits provided under Section 21574 of said Retirement Law. (Subject to annual change.) In addition, all assets and liabilities of Public Agency and its employees shall be pooled in a single account, based on term insurance rates, for survivors of all local miscellaneous members and local safety members.

15. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.
16. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

BOARD OF ADMINISTRATION  
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BOARD OF DIRECTORS  
RANCHO SANTA FE FIRE  
PROTECTION DISTRICT

BY \_\_\_\_\_  
KAREN DE FRANK, CHIEF  
CUSTOMER ACCOUNT SERVICES DIVISION  
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY \_\_\_\_\_  
PRESIDING OFFICER

\_\_\_\_\_  
Witness Date

Attest:

\_\_\_\_\_  
Clerk