

### RANCHO SANTA FE FIRE PROTECTION DISTRICT BOARD OF DIRECTORS MEETING AGENDA

Rancho Santa Fe FPD Board Room – 18027 Calle Ambiente Rancho Santa Fe, California 92067 August 21, 2019 1:00 pm PT Regular Meeting

### **RULES FOR ADDRESSING BOARD OF DIRECTORS**

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

Any person may address the Board on any item of Board business or Board concern. The Board cannot take action on any matter presented during Public Comment, but can refer it to 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 <u>FIVE (5) MINUTES</u>.

### Pledge of Allegiance

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

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

- 4. Consent Calendar
  - a. <u>Board of Directors Minutes</u>
     Board of Directors minutes of July 17, 2019
     ACTION REQUESTED: <u>Approve</u>
  - b. Receive and File
    - 1. Monthly/Quarterly Reports
      - (1) List of Demands Check 31617 thru 31752, Electronic File Transfers (EFT), and Wire Transfer(s) for

the period July 1-31, 2019 totaling: Wire Transfer(s) period July 1-31, 2019 \$ 620,947.45 \$1,213,514.47 \$ 697,029.21

Payroll for the period July 1 - 31, 2019

\$2,531,491.13

(2) Quarterly Investment Report – June 30, 2019

(3) Cash Statement – June 30, 2019

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

Master Agenda

Description:

**TOTAL DISTRIBUTION** 

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- (4) Quarterly Budget Review (unaudited) July 1, 2018 June 30, 2019
- (5) Activity Reports July 2019
  - i. Operations
  - ii. Training
  - iii. Fire Prevention
  - iv. Correspondence letters/cards were received from the following members of the public:
    - North County Fire Protection District
    - Linda Steiner

**ACTION REQUESTED: Information** 

- 5. Old Business
  - a. None

### 6. New Business

### a. Consultant Contract for Financial Oversight

To discuss and/or provide direction for establishing a consultant agreement to provide financial oversight of the District's funds and accounting processes. Staff Report No. 19-18

**ACTION REQUESTED: Approve** 

### b. Budget Authorization

To discuss and/or approve the purchase of ECG monitors, Auto Pulse Systems and an exemption of the District's capital policy. Staff Report No. 19-19

**ACTION REQUESTED: Approve** 

### c. Budget Authorization

To discuss and/or approve the purchase of 2020 Chevrolet Silverado and required lighting package and accessories. Staff Report No. 19-20

**ACTION REQUESTED: Approve** 

### d. <u>Budget Authorization</u>

To discuss and/or approve the purchase of a Type III Fire Apparatus. Staff Report No. 19-21

ACTION REQUESTED: Approve e. Fire Prevention Staffing

To discuss and/or approve the funding and recruitment for a Deputy Fire Marshal position. Staff Report No.

**ACTION REQUESTED: Approve** 

f. <u>San Diego Local Agency Formation Commission (LAFCO) Special Districts Advisory Committee – Call to</u> Nominations

To discuss and/or select a nominee to serve as a special district member on the LAFCO Special Districts

Advisory Committee. Attachment provided ACTION REQUESTED: Select a nominee

### 7. Resolution/Ordinance

#### a. Resolution No. 2019-11

To discuss and/or adopt a resolution *entitled* A Resolution of the Board of Directors of the Rancho Santa Fe Fire Protection District Government Code section 21156 Staff Report 19-23

**ACTION REQUESTED: Adopt** 

AGENDA RSFFPD Board of Directors August 21, 2019 Page 3 of 4

### 8. Oral Report

- a. Fire Chief
  - 1. RSF5 Construction Update and Groundbreaking
  - 2. RSF1 Tenant Improvements Update
- b. Operations Deputy Chief
- c. <u>Volunteer Volunteer Recruitment/Retention Coordinator</u>
- d. Training Battalion Chief
- e. <u>Fire Prevention Fire Marshal</u>
- f. Administrative/Human Resource Manager
- g. Administrative Manager
  - 1. FY20 Assessed Valuation
  - 2. CalPERS FY21 Employer/Employee Rates
- h. Board of Directors
  - 1. North County Dispatch JPA Update
  - 2. County Service Area 17 Update
  - 3. Comments

### 9. Adjournment

The next special (in lieu of regular) Board of Directors meeting to be September 25, 2019 in the Board Room located at 18027 Calle Ambiente, Rancho Santa Fe, California. The business meeting will commence at 1:00 p.m.



# RANCHO SANTA FE FIRE PROTECTION DISTRICT Board of Directors Regular Meeting Agenda Wednesday, August 21, 2019 1:00 pm PT

### **CERTIFICATION OF POSTING**

I certify that on August 15, 2019 a copy of the foregoing agenda was posted on the District's website and near the meeting place of the Board of Directors of Rancho Santa Fe Fire Protection District, said time being at least 72 hours in advance of the meeting of the Board of Directors (Government Code Section 54954.2)

Executed at Rancho Santa Fe, California on August 15, 2019

Karléna Rannàls

**Board Clerk** 

# RANCHO SANTA FE FIRE PROTECTION DISTRICT Regular Board of Directors Meeting Minutes – July 17, 2019

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

#### **REGULAR AGENDA**

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

### Pledge of Allegiance

Battalion Chief Livingstone led the assembly in the Pledge of Allegiance.

### 1. Roll Call

Directors Present: Ashcraft, Hillgren, Malin, Stine, Tanner. Director Hillgren participated via teleconference

Directors Absent: None

Staff Present: Fred Cox, Fire Chief; Dave McQuead, Deputy Chief; Dave Livingstone, Battalion Chief;

Bruce Sherwood, Battalion Chief; Marlene Donner, Fire Marshal; Frank Twohy, Volunteer

**Recruitment Retention Coordinator** 

### 2. Public Comment

No one requested to speak to the Board.

### 3. Consent Calendar

MOTION BY DIRECTOR STINE, SECOND BY DIRECTOR HILLGREN, CARRIED 5 AYES; 0 NOES; 0 ABSENT; 0 ABSTAIN to approve the consent calendar as submitted. *The vote was conducted via roll call*.

- a. Board of Directors Minutes
  - Board of Directors minutes of June 19, 2019
- b. Receive and File
  - i. Monthly/Quarterly Reports
    - 1. List of Demands Check 31495 thru 31616, Electronic File Transfers (EFT) and Wire Transfer(s)

for the period June 1 – 30, 2019 totaling: \$ 216,895.15 Wire Transfer(s) for the period June 1 – 30, 2019 \$ 309,145.86 Payroll for the period June 1 – 30, 2019 \$ 643,246.17 TOTAL DISTRIBUTION \$1,169,287.15

- 2. Activity Reports June 2019
  - a. Operations
  - b. Training
  - c. Fire Prevention
  - d. Correspondence letters/cards were received from the following members of the public:
    - i. RSF Reserve Brandon Harrison, U.S. Coast Guard

Minutes Rancho Santa Fe Fire Protection District Board of Directors July 17, 2019 Page 2 of 4

### 4. Old Business

a. None

### 5. New Business

### a. Consultant for Financial Oversight

Chief Cox introduced Cindy Byerrum, Platinum Consulting as a possible consultant to assist in oversight of the District's finances. Ms. Byerrum summarized her experience as a certified public accountant and experience working with special districts. She also profiled her extensive experience working with clients to establish pension trust funds and CalPERS reporting. She responded to questions from the Board.

Chief Cox informed the Board that he has discussed the consulting process with the District's legal counsel, who informed him that a Request for Qualifications may be necessary. The Board of Directors agreed with Chief Cox to proceed with the administrative process in exploring the use of a consultant for financial oversight.

#### b. Administrative Citation Process

Chief Cox discussed an overview of an *Administrative Citation* process for the District and summarized the staff report. He informed the Board that he is seeking an effective way for the Fire Marshal to enforce violations of the District's current ordinance or code. He discussed the two ways available, 1) Administrative Citation, or 2) Misdemeanor Citation, which is much more involved and includes court appearance. He does not recommend the Misdemeanor Citation process because of the additional staff time. If the Board agreed, he would propose using a third party citation processing agency for billing and collecting fines. Staff responded to questions from the Board.

At the conclusion of the discussion, the Board of Directors gave the Fire Chief the direction to proceed with establishing an Administrative Citation process to assist District personnel with compliance of local ordinances.

### 6. Oral Report

### a. Fire Chief

### 1. District Activities

- RSF5 Construction Update and Groundbreaking: he reported that the grading is complete, the pad has been certified. The final step is to obtain the building permit.
- RSF1 Expansion: he reported that the RSF School District is interested in a lease for parking spaces. However, he also reported that there District must bring up to code building requirements to accommodate the ADA requirements with any tenant improvements. This may impact the District's ability to remodel the facility.
- Eucalyptus Forest Health: he distributed photos to show the decline in the forest's health. He
  anticipates a 15% to 20% loss in trees. He has written letters to CalFIRE seeking emergency
  funding to help residents with the cost of removal. He noted that RSF Association has been

good about removing dead or dying trees within the roadway easements. To date he has not received any reply from CalFIRE, but he also plans to have this discussion with Supervisor Desmond. The Fire Chief and Board also had a discussion as to the impact on the ability of residents retaining property insurance. Residents are receiving renewal bills 2-3 times the previous year's premium, or outright cancellation notices.

• ISO Rating: The District is now within 6/100<sup>th</sup> of a point of achieving an ISO 2 rating. Chief McQuead and Chief Sherwood will meet with the ISO representative to see if they can reevaluate areas to ensure that the District gets all of the credit to move to a Class 2 ISO rating.

### b. Operations – Deputy Chief

Chief McQuead reported that the district is on track to duplicate call volume this year. He estimates 3,700 – 3,800 calls for 2019. He reviewed the fuel moisture statistics. He distributed photos of significant incidents that includes a vegetation fire in Fairbanks Ranch; the Survivor's Luncheon held in Del Mar on June 7; a vehicle fire at Del Dios and Rancho Drive; and vegetation fire in Elfin Forest.

c. Volunteer – Volunteer Recruitment & Retention Coordinator

VRRC Twohy reported that the Reserves donated 1,464 hours. In addition, he brought the flag that was referenced in the letter on the Consent Calendar for the Board to see.

d. Training - Battalion Chief

Battalion Chief Sherwood reported on the status of three probationary firefighters. One has completed their one-year probation, and two have completed their first quarter testing. All our doing well. Personnel completed Wildland Command and Control training, and to date the Company level training at 1,000 hours. He also distributed an individual first aid kit, which can be used to treat themselves if injured on a high risk call such as wildland or active shooter.

e. Fire Prevention - Fire Marshal

Chief Cox reported for the Fire Marshal that there are lot of preliminary projects in the works. The Fire Services Assistant has accepted a limited term position to assist in Fire Prevention.

f. Administrative/Human Resource Manager

No report – not in attendance

- g. Administrative Manager
- 7. No report not in attendance
  - a. Board of Directors
    - i. North County Dispatch JPA Update: Director Ashcraft no report. Next meeting August 28, 2019
    - ii. County Service Area 17 Update: Director Hillgren no report. Next meeting
    - iii. Comments
      - 1. Malin
        - a. Discussed a Wall Street Journal article reported that CalPERS has reported 6.7% investment return for FY19.
        - b. The District's assessed valuation increased 4% over last year.

Rancho Santa Fe Fire Protection District Board of Directors July 17, 2019 Page 4 of 4	
8. <u>Adjournment</u> Meeting adjourned at 2:32 pm.	
Karlena Rannals Secretary	James H Ashcraft President

Minutes

31618 750.00 Accme Janitorial Service Inc 31619 2,360.80 All Star Fire Equipment, Inc. Safety Clothing (Protective) 31620 219.90 American Medical Response Inc 31621 280.00 ARS American Residential Inc Station Maintenance - RSF2 31622 158.00 Barkhimer, Jake Education/Training Reimbursement 31623 800.00 Berry, Nicole Education/Training Reimbursement 31624 297.00 Cantrell, Chase Education/Training Reimbursement	
31620 219.90 American Medical Response Inc CSA-17 Contract 31621 280.00 ARS American Residential Inc Station Maintenance - RSF2 31622 158.00 Barkhimer, Jake Education/Training Reimbursement 31623 800.00 Berry, Nicole Education/Training Reimbursement	
31620 219.90 American Medical Response Inc CSA-17 Contract 31621 280.00 ARS American Residential Inc Station Maintenance - RSF2 31622 158.00 Barkhimer, Jake Education/Training Reimbursement 31623 800.00 Berry, Nicole Education/Training Reimbursement	
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21624 207.00 Cantroll Chaca Education/Training Paimhursament	
51024 257.00 Cantren, Chase Education/ Haining Reinbursement	
31625 360.50 Complete Office of California Inc Office Supplies	
31626 332.44 EDCO Waste & Recycling Inc Trash RSF	
31627 257.50 Engineered Mechanical Services Inc Building RSF6	
31628 300.00 Fritchle, Nathan Education/Training Reimbursement	
31629 1,019.36 Geiger Public Education Material	
31630 1,961.00 Liebert Cassidy Whitmore Legal Services	
31631 159.98 Nationwide Medical Surgical Inc CSA-17 Contract	
31632 412.09 Pitney Bowes Inc Office Supplies	
31633 482.14 Rincon Del Diablo Municipal Water Di Water RSF5	
31634 1,535.35 SC Commercial LLC Fuel: Gasoline & Diesel	
31635 225.00 Stamy, Samuel Education/Training Reimbursement	
31636 66.00 Terminix International Building RSF2	
31637 16.45 U P S Shipping Service	
31638 810.30 Vanguard Fire Protection Inc Station Maintenance - RSF2	
31639 106.67 Allstar Water Systems Inc Building ADMIN	
31640 446.00 APCD Permit: County/City	
31641 114,034.00 Business Owner's Ins Agency Commercial - Liability - Auto Coverage	
31642 1,347.50 C.A.P.F. Disability Ins Short & Long	
31643 - ***VOID*** ***VOID***	
31644 2,370.00 Cielo Village Partners LP Cielo HOA Fees	
31645 131,335.00 City of San Marcos Workers' Compensation/Wellness	
31646 1,130.00 County of San Diego, DEH Permit: County/City	
31647 3,179.00 County of SD/RCS 800 MHz Network Admin Fees, CAP Code Paging Service-M	onthly
31648 1,073.04 CrewSense, LLC Scheduling (Crewsense) Maintenance	
31649 550.00 Fire Dist. Association of CA Association Dues	
31650 4,341.35 Guardian Life Insurance Co Medical Insurance, Med/Dental - Retiree-Former Employee	3
31651 4,050.00 Liebert Cassidy Whitmore LCW Training Consulting	
31652 862.54 Lincoln National Life Ins Co Life Insurance/EAP	
31654 1,575.00 NFPA Association Dues	
31655 150.00 San Diego Chapter CSDA Association Dues	
31656 90.00 SDCFCA - Admin Section Association Dues	

31657	50.00	SDCTOA	Association Dues
31658	3,156.00	TIP of San Diego County	T.I.P. Program
31659	280.00	A to Z Plumbing Inc	Building RSF2
31660	928.40	Advanced Communication Systems Inc	Radio (Mobile Repair)
31661	145.00	Airgas Inc	Safety: Breathing Air
31662	505.00	APCD	Permit: County/City
31663	2,272.19	AT&T Calnet 2/3	Telephone RSF & ADMIN
31664	8,688.86	Auditor and Controller	LAFCO
31665	1,133.03	Bay City Electric Works Inc	Generator Repair RSF3
31666	525.00	California Health & Safety Inc	Breathing Apparatus - Supplies and Parts
31667	134.57	Complete Office of California Inc	Office Supplies
31668	36.07	EDCO Waste & Recycling Inc	Trash RSF6
31669	166.08	Entenmann-Rovin Co Inc.	Uniforms: Safety Personnel
31670	6,760.00	Erwin Willis DBA WinTech Computer Se	Consulting Services
31671	1,044.10	Fire ETC Inc	Safety Clothing (Protective)
31672	2,520.00	Fitch Law Firm Inc	Legal Services
31673	413.55	Flyers Energy, LLC	Fuel: Gasoline & Diesel
31674	46.80	Henley Pacific LA LLC (Valvoline)	Scheduled - ID 1181
31675	200.00	Jordan, Marshall W.	CSA-17 Contract
31676	763.50	Konica Minolta Business Inc	Copier Maintenance Contract
31677	384.12	Lincoln National Life Ins Co	Life Insurance/EAP
31679	10,729.68	North American Rescue Holdings LLC	CSA-17 Contract
31680	1,840.47	Olivenhain Municipal Water District	Water RSF
31681	269.46	Pitney Bowes Inc	Equipment Rental
31682	2,697.66	SC Commercial LLC	Fuel: Gasoline & Diesel
31683	150.00	SDCFCA	Association Dues
31684	3,729.01	SDG&E	Elec/Gas/Propane RSF
31685	40.00	State Fire Training	Permit: Certification
31686	32.00	State of CA Dept of Justice	Background Investigation
31687	31.37	Time Warner Cable	Cable RSF4
31688	501.72	TPx	Telephone ADMIN
31689	16.45	UPS	Shipping Service
31690	2,508.26	Waste Management Inc	Trash RSF, RSF Assn - Patrol, NCDJPA Rebill
31691	21.00	AAA Live Scan	Background Investigation
31692	14,164.82	All Star Fire Equipment, Inc.	Safety Clothing (Protective)
31693	3,436.52	California Health & Safety Inc	SCBA Maint & Repair/ Flow Test/ Hydro Te
31694	113.60	City of Encinitas - Fire	CSA-17 Contract
31695	643.95	Home Depot, Inc	Station Maintenance, Safety Equipment
31696	11,319.79	North County EVS Inc	Scheduled & Repairs- Various ID

31697	2 375 00	RSF Community Services District	Sewer RSF
31698	9,106.63	,	Elec/Gas/Propane RSF
31699	5,100.05	***VOID***	***VOID***
31700		Western State Design Inc	Station Maintenance - RSF
31700	,	4S Ranch Gasoline & Carwash LP	Apparatus: Car Wash
31702		A to Z Plumbing Inc	Building RSF6
31703		Aair Purification Systems	Building RSF4
31704		All Star Fire Equipment, Inc.	Safety Clothing (Protective)
31705	317.41	• • •	Telephone & Cable RSF
31706	_	bkm Officeworks	Furnishings - General
31707	230.94		Outside Printing & Binding
31710		Cielo Village Partners LP	Cielo HOA Fees
31711		Complete Office of California Inc	Office Supplies
31711		Cox Communications	Telephone & Cable RSF
31713		Dependable Alarm Systems Inc	Alarm System Monitoring RSF4
31714		Endeavor Bank	RSF5 Station Design/Build
31715	,	Erickson-Hall Const Co Inc	RSF5 Station Design/Build
31716	*	FedEx	Shipping Service
31717	_	Fire ETC Inc	Safety Clothing (Protective)
31717	_	Flyers Energy, LLC	Fuel: Gasoline & Diesel
31719		Henley Pacific LA LLC (Valvoline)	Scheduled - ID 1282
31720		Integrity Data	Computer - License/Software
31721		Krueger, Trever	Education/Training Reimbursement
31722		Pacific Coast Flag	Flags (State, USA)
31723		Power Plus!	Elec/Gas/Propane RSF5
31724		Rancho Santa Fe Fire Protection Dist	Interfund Transfer
31725	,	RSF Mail Delivery Solutions	Mail Delivery Service
31726		RSF Security Inc	Alarm System Monitoring - Admin
31727		SC Commercial LLC	Fuel: Gasoline & Diesel
31728	•	Steven Enterprises, Inc	Repair Machines & Office Equipment
31729		Terminix International	Building ADMIN/RSF
31730		Time Warner Cable	Telephone & Cable
31731		UPS	Shipping Service
31732		Uniforms Plus	Uniforms: Safety Personnel, Prevention
31733	,	United Site Services	Sewer RSF5
31734	•	Willis, Erwin L.	Computer Equipment/Parts
31735		Cielo Village Partners LP	Cielo HOA Fees
31736		Liebert Cassidy Whitmore	Legal Services
31737		4S Ranch Gasoline & Carwash LP	Apparatus: Car Wash
00,	10.55		

31738	590.00	A to Z Plumbing Inc	Building RSF3
31739	1,994.22	Advanced Communication Systems Inc	Radio (Mobile Repair)
31740	200.00	AT&T	Telephone RSF1
31741	174.97	AT&T	Telephone RSF
31742	500.00	BLD Consulting	Computer: Software - Upgrade/Enhancement
31743	1,405.08	Direct Energy Business-Dallas	Elec/Gas/Propane RSF1
31744	110.82	Dish	Cable RSF6
31745	422.00	Engineered Mechanical Services Inc	Building RSF
31746	48.52	Fritchle, Nathan	Miscellaneous
31747	225.00	LaFleur, Richard	Education/Training Reimbursement
31748	29,136.62	North County EVS Inc	Repair - ID
31749	1,850.64	SC Commercial LLC	Fuel: Gasoline & Diesel
31750	27.42	UPS	Shipping Service
31751	81.16	Verizon Wireless	CSA-17 Contract, MDT Broadband + ATN Line
31752	1,999.00	Zoom Video Communications, Inc.	Subscriptions- Zoom
EFT000000000518	128.00	Rannals, Karlena	Special Events
EFT000000000519	300.00	Sanford, Nathan	Education/Training Reimbursement
EFT000000000520	200.00	Cooper, Correy	CSA-17 Contract
EFT000000000521	236.00	Shimer, Haydne	CSA-17 Contract
EFT000000000521	236.00	Shimer, Haydne	Permit: Certification
MISC	15,111.69	Various	Medical Reimbursement
Subtotal	620,947.45		
ACH Transfer	71,413.88	CalPERS	CALPERS July 2019 Health
ACH Transfer	618,483.00	CalPERS	CALPERS FY20 UAL
ACH Transfer	457,025.00	CalPERS	CALPERS FY20 UAL-2
ACH Transfer	66,592.59	CalPERS	CALPERS Aug 2019 HEALTH
Subtotal	1,213,514.47		
7/15/2019	373,616.63	RSFFPD	Payroll
7/30/2019	54,177.09	RSFFPD	Mgmt PR
7/31/2019	269,235.49	RSFFPD	Payroll
Subtotal	697,029.21	-	
Total	\$ 2,531,491.13		

### Rancho Santa Fe Fire Protection District Investment Portfolio - Listing

	Cour	nty of San Diego		Local Agen	cy Investment	Fund	Bar	nk of America		CalTru	st Investme	nt
	Average Daily	Interest	Qtrly	Account	Interest	Qtrly	Account	Interest	Qtrly	Account	Share	Qtrly
Date	Cash Balance	Rate - %	Earnings	Balance	Rate - %	Earnings	Balance	Rate - %	Earnings	Balance	Value	Earnings
FY16												
9/30/2015	9,116,014	0.1207499	11,007.58	2,507,708	0.3200	2,019.12	68,654.93	0.000200	3.47			
12/31/2015	7,972,012	0.1723940	13,743.27	2,509,727	0.3700	2,322.84	68,654.40	0.000200	3.47			
3/31/2016	10,342,559	0.1391914	14,395.95	2,512,050	0.4600	2,899.70	68,661.81	0.000200	3.41			
6/30/2016	11,809,274	0.1433726	16,931.26	2,514,950	0.5500	3,421.54	68,665.23	0.000200	3.42			
	Annual Rate	0.5757079 \$	56,078.06	Annual Rate	0.4250	\$ 10,663.20	Annual Rate	0.000200	\$ 13.77	Avg Share Value	0.000000	\$ -
FY17												
9/30/2016	9,720,648.93	0.2181028	21,201.01	2,518,371.32	0.6000	3,826.52	68,668.68	0.000200	3.45	4,531,619.73	10.100000	124.73
12/31/2016	10,718,806.24	0.2148859	23,033.20	2,522,197.84	0.6800	4,296.15	68,672.13	0.000200	3.42	4,512,312.82	10.090000	12,123.83
3/31/2017	11,627,772.17	0.2929174	34,059.77	2,526,493.99	0.7800	4,833.54	68,675.52	0.000200	3.39	4,557,077.20	10.090000	13,333.64
6/30/2017	13,078,710.09	0.2982185	40,097.61	2,531,327.53	0.9200	5,829.30	68,678.95	0.000200	3.43	4,566,555.96	10.090000	14,268.88
	Annual Rate	1.0241246 \$	118,391.59	Annual Rate	0.7450	\$ 18,785.51	Annual Rate	0.000200 \$	\$ 13.69	Avg Share Value	10.092500	\$ 39,851.08
FY18						_	_					
9/30/2017	11,283,998.32	0.3140160	35,433.56	2,537,156.83	1.0700	6,866.96	68,682.42	0.000200	3.47	4,556,287.68	10.030000	16,430.89
12/31/2017	9,782,917.36	0.3508629	34,324.63	2,544,023.79	1.2000	7,723.56	68,685.89	0.000200	3.47	4,551,076.71	9.980000	17,526.03
3/31/2018	11,988,098.75	0.3893358	46,673.95	2,551,747.35	1.5100	9,494.04	68,689.28	0.000200	3.39	4,543,365.65	9.920000	19,663.36
6/30/2018	13,338,491.10	0.4591755	61,247.09	2,561,241.39	1.9000	12,153.28	68,692.71	0.000200	3.43	4,555,774.12	9.900000	21,576.09
	Annual Rate	1.5133902 \$	177,679.23	Annual Rate	1.4200	\$ 36,237.84	Annual Rate	0.000200	\$ 13.76	Avg Share Value	9.957500	\$ 75,196.37
FY19												
9/30/2018	11,203,912.76	0.4877508	54,647.18	2,573,394.67	2.1600	13,982.17	68,696.18	0.000200	3.47	4,570,496.02	9.880000	23,958.64
12/31/2018	9,003,930.05	0.5460768	49,168.37	2,587,376.84	2.4000	15,634.99	68,699.65	0.000200	3.47	4,619,600.90	9.930000	25,878.63
3/31/2019	11,076,620.72	0.5923871	65,616.48	2,603,011.83	2.5500	16,328.23	68,703.04	0.000200	3.39	4,678,072.90	10.000000	25,820.64
6/30/2019	13,650,516.24	0.6087144	83,092.66	2,619,340.06	2.5700	16,238.23	68,706.47	0.000200	3.43	4,749,561.50	10.080000	27,361.14
	Annual Rate	2.2349291 \$	252,524.69	Annual Rate	2.4200	\$ 62,183.62	Annual Rate	0.000200	\$ 13.76	Avg Share Value	9.9725	\$ 103,019.05

### Statement of Cash Assets

			0.00.00.							
Rancho Santa Fe Fire Protection District										
FY2019		6/20/2010		0/00/0040		12/21/2010		2/24/2242		*Unaudited
A I .		6/30/2018		9/30/2018		12/31/2018		3/31/2019		6/30/2019
Assets Current Cash & Investments	\$	16,616,669.6	\$	12,090,461.8	\$	13,129,165.4	\$	13,258,804.0	\$	16,909,981.7
Accounts Receivable	\$ \$	461,530.5	\$ \$	272,505.7	\$ \$	13,129,165.4	\$ \$	93,645.1	\$ \$	368,685.3
Current Assets Total	\$ \$	17,078,200.0	\$ \$	12,362,967.6	\$ \$	13,266,600.7	\$	13,352,449.1	\$	17,278,667.0
Current Assets Total	Ş	17,078,200.0	Ş	12,302,307.0	Ş	13,200,000.7	Ą	13,332,443.1	Ş	17,278,007.0
Fixed & Restricted Assets (Excluded)										
Intangible Assets (DIR - Pension Excluded)										
Reserved Funds with Restrictions	\$	5,255,879.0	\$	5,277,804.8	\$	5,374,049.2	\$	5,430,976.7	\$	5,502,620.1
Accumulated Depreciation (Excluded)	\$	-	\$	-						
Current Cash Assets Total	<u>\$</u>	22,334,079.1	<u>\$</u>	17,640,772.4	<u>\$</u>	18,640,649.9	<u>\$</u>	18,783,425.8	<u>\$</u>	22,781,287.1
abilities										
Current & Accrued Liabilities										
Current Liabilities	\$	2,355,539.6	\$	1,586,214.7	\$	1,575,147.6	\$	1,568,606.0	\$	1,726,587.0
Accrued Liability Payable	\$	1,241,630.6	\$	1,291,888.1	\$	1,124,852.5	\$	1,619,305.0	\$	1,475,607.1
Other Liabilities										
Net Pension Liabilities (GASB 68)	<u>Ş</u>	11,185,827.0	\$	11,185,827.0	\$	11,185,827.0	\$	11,185,827.0	\$	11,185,827.0
Total Current Liabilities	\$	14,782,997.2	\$	14,063,929.8	\$	13,885,827.1	\$	14,373,738.0	\$	14,388,021.1
Long-Term Debt										
ESTIMATED Cash Available	<u>\$</u>	7,551,081.9	<u>\$</u>	<u>3,576,842.6</u>	<u>\$</u>	4,754,822.8	<u>\$</u>	4,409,687.8	<u>\$</u>	<u>8,393,266.0</u>
Additional Information - Reserve Allocation										
Reserve - Specified										
Total Reserve - Specified	\$	5,068,191.7	\$	5,090,117.5	\$	5,096,901.7	\$	4,961,032.4	\$	5,029,455.7
Reserve - Unspecified										
Total Reserve - Unspecified	\$	17,766,221.1	\$	14,980,696.6	\$	12,710,100.1	\$	13,280,281.8	\$	23,261,562.8
Cash Reserves (Deficit) Subtotal	\$	(10,215,139.3)	\$	(11,403,854.0)	\$	(7,955,277.3)	\$	(8,870,594.1)	\$	(14,868,296.8)
Profit & Loss Net - FY19	\$		\$	(3,125,937.7)	\$	(3,256,811.2)	\$	(3,694,216.3)	\$	296,803.9
Cash Reserves (Deficit) - Total	\$	(10,215,139.3)	\$	(14,529,791.8)	\$	(11,212,088.5)	\$	(12,564,810.3)	\$	(14,571,493.0)
Net Pension Liability - added back in	\$	11,185,827.0	\$	11,185,827.0	\$	11,185,827.0	\$	11,185,827.0	\$	11,185,827.0
Cash Reserves (Deficit)	\$	970,687.7	\$	(3,343,964.8)	\$	(26,261.5)	\$	(1,378,983.3)	\$	(3,385,666.0)
MIT Fund							\$	2,047,015.0	\$	2,241,158.7

July 1 thru June 30,02019 FY19Q4

		BUDGET	<b>ESTIMATED</b>	
PERSONNEL COSTS	E	XPENDITURES	EXPENDITURES	% OF
		FY19	FY19	BUDGET
Salaries/Wages - Staff	\$	7,340,567	\$ 7,086,585	97%
Overtime	\$	1,481,020	\$ 1,652,882	112%
Holiday Pay	\$	245,028	\$ 222,140	91%
Labor (Temporary)	\$	75,380	\$ 89,148	118%
Retirement	\$	1,730,930	\$ 1,702,435	98%
CalPERS UAL - Accelerated Payment	\$	961,673	\$ 961,651	100%
Health Insurance + HRSA	\$	1,578,680	\$ 1,312,327	83%
Life Insurance/Long Term Disability	\$	39,178	\$ 28,311	72%
Social Security Tax	\$	5,108	\$ 7,435	146%
Medicare Tax	\$	132,059	\$ 132,858	101%
Unemployment Insurance	\$	15,855	\$ 10,074	64%
Workers' Compensation/Wellness	\$	216,326	\$ 542,801	251%
PERSONNEL (Subtotal)	\$	13,821,804	\$ 13,748,647	99%

July 1 thru June 30,02019

	BUDGET	ESTIMATED	
CONTRACTURAL	EXPENDITURES	EXPENDITURES	% OF
	FY19	FY19	BUDGET
Administrative Fees	\$ 221,568	\$ 214,802	97%
Advertising	\$ 1,500	\$ 1,844	123%
Association Dues	\$ 13,452	\$ 11,967	89%
Building/Facility Lease	\$ 29,520	\$ 33,494	113%
Dispatching	\$ 182,226	\$ 183,412	101%
Equipment Rental	\$ 1,500	\$ 1,871	125%
Equipment Repair	\$ 36,527	\$ 19,378	53%
Insurance	\$ 111,115	\$ 105,798	95%
Laundry Service	\$ 350	\$ -	0%
Legal Services	\$ 44,130	\$ 45,112	102%
Local Meeting/Meal Expense	\$ 8,899	\$ 8,291	93%
Mileage Reimbursement	\$ 700	\$ 314	45%
Other Contractual Services	\$ 194,739	\$ 177,943	91%
Other Professional Services	\$ 167,572	\$ 164,360	98%
Permits	\$ 11,520	\$ 10,565	92%
Service Agreements	\$ 67,724	\$ 34,850	51%
Soil Contamination Cleanup	\$ -	\$ -	0%
Subscriptions	\$ 1,500	\$ 3,441	229%
Training	\$ 226,992	\$ 72,275	32%
Utility-Cable/Internet	\$ 5,903	\$ 5,254	89%
Utility-Electricity	\$ 169,426	\$ 177,294	105%
Utility-Sewer	\$ 36,678	\$ 35,967	98%
Utility-Telephone	\$ 80,074	\$ 72,314	90%
Utility-Trash	\$ 31,562	\$ 28,256	90%
Utility-Water	\$ 33,314	\$ 33,638	101%
Vehicle Maintenance (Scheduled)	\$ 93,200	\$ 55,292	59%
Vehicle Repair	\$ 147,550	\$ 167,051	113%
Contractual Services (Subtotal)	\$ 1,919,240	\$ 1,664,783	87%

July 1 thru June 30,02019

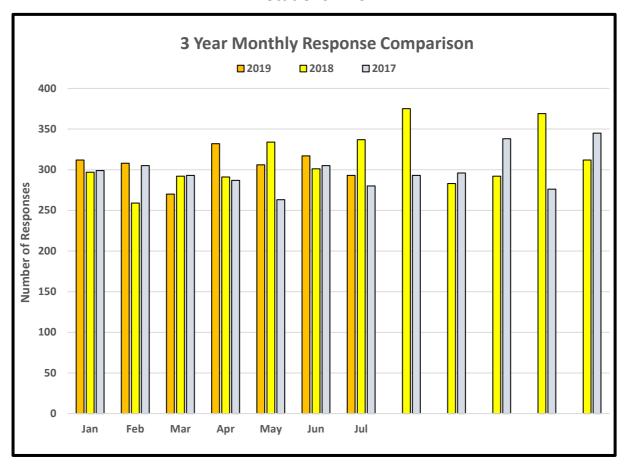
MATERIALS & SUPPLY	BUDGET EXPENDITURES	ESTIMATED EXPENDITURES	% OF
WATERIALS & SOTTET	FY19	FY19	BUDGET
Apparatus	\$ 39,879	\$ 31,950	80%
Apparatus - Computers	\$ 1,614	\$ 34	2%
Audio Visual	\$ 350	\$ 469	134%
Books	\$ 3,932	\$ 5,333	136%
Cellular	\$ 2,000	\$ 1,035	52%
Computer	\$ 80,730	\$ 44,987	56%
Electrical Supplies	\$ 200	\$ -	0%
Fire Hose, Nozzles & Supply	\$ 12,000	\$ 9,938	83%
Firefighting Foam	\$ 2,500	\$ 4,579	0%
Food for Major Emergencies	\$ 2,000	\$ -	0%
Fuel	\$ 64,833	\$ 77,052	119%
Furnishings/Equipment	\$ 16,432	\$ 13,805	84%
Grants	\$ -	\$ -	0%
Hydrant Maintenance	\$ 2,000	\$ 1,632	82%
, Janitorial	\$ 10,201	\$ 13,859	136%
Knox Replacement	\$ 5,000	\$ 4,831	97%
Landscape	\$ 2,000	\$ 589	29%
Lumber/Screws/Nails	\$ 200	\$ 201	101%
Maps	\$ 750	\$ 2,555	341%
Medical Supplies	\$ 49,594	\$ 24,871	50%
Miscellaneous	\$ 2,250	\$ 10,294	457%
Office - General	\$ 35,761	\$ 28,426	79%
Paint	\$ 100	\$ -	0%
Program - Supplies (CERT)	\$ 2,500	\$ 788	32%
Public Education	\$ 18,500	\$ 7,339	40%
Radio	\$ 64,645	\$ 28,050	43%
Rock, Sand, Gravel	\$ 1,000	\$ 261	0%
Safety	\$ 90,947	\$ 89,206	98%
Special Events & Awards	\$ 8,000	\$ 6,310	79%
Station Maintenance	\$ 61,143	\$ 23,024	38%
Station Supplies/Replacements	\$ 6,850	\$ 5,349	78%
Street Signs & Markers	\$ 750	\$ 1,055	141%
Tools	\$ 944	\$ 602	64%
Training (Expendable Supplies)	\$ 7,677	\$ 8,223	107%
Uniforms	\$ 48,200	\$ 27,960	58%
Material & Supplies (Subtotal)	\$ 645,481	\$ 474,610	74%

July 1 thru June 30,02019

BUDGET EXPENDITURES EV19			PENDITURES	% OFBUDGET
ċ		ć	_	99%
Ş		Ş	13,740,047	99%
\$	1,919,240	\$	1,664,783	87%
\$	645,481	\$	474,610	74%
\$	-	\$	3,260	
\$	802,658	\$	779,612	97%
\$	17,189,183	\$	16,670,912	97%
	\$ \$ \$ \$ \$ \$	EXPENDITURES FY19 \$ 13,821,804 \$ 1,919,240 \$ 645,481 \$ - \$ 802,658	EXPENDITURES EX FY19 \$ 13,821,804 \$ \$ 1,919,240 \$ \$ 645,481 \$ \$ - \$ \$ 802,658 \$	EXPENDITURES FY19 \$ 13,821,804 \$ 13,748,647 \$ 1,919,240 \$ 1,664,783 \$ 645,481 \$ - \$ 3,260 \$ 802,658 \$ 779,612

CAPITAL and PLANNED PROJECTS-Cash Expenses	Addition	nal Cash		% OFBUDGET
RSF5 Station Design/Build	\$	-	\$ 180,133	
Diesel Exhaust System			\$ 46,988	
2019 Chevy Silverado 1500			\$ 36,366	
2019 Ford F-250			\$ 41,467	
MDC (Mobile Data Computer Units)			\$ 70,418	
Unit 1811 Equipment	\$	-	\$ 15,407	
Total Capital and Planned Projects	\$	-	\$ 390,779	0%

### July 2019 Incident Count Stations 1 - 6



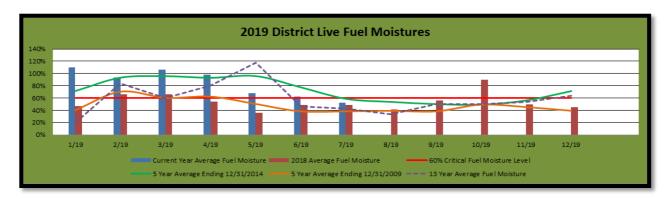
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD Responses
2019	Responses	312	308	270	332	306	317	293	0	0	0	0	0	2,138
	YTD	312	620	890	1222	1528	1845	2138	0	0	0	0	0	1.28%
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD Responses
2018	Responses	297	259	292	291	334	301	337	375	283	292	369	312	3,742
	YTD	297	556	848	1139	1473	1774	2111	2486	2769	3061	3430	3742	4.53%
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD Responses
2017	Responses	299	305	293	287	263	305	280	293	296	338	276	345	3,580
	YTD	299	604	897	1184	1447	1752	2032	2325	2621	2959	3235	3580	9.11%

### **July 2019 Incident Count**

### Stations 1 - 6

Incident Response Summary by Station					
Station	Month	YTD			
RSF1	76	76			
RSF2	92	92			
RSF3	43	43			
RSF4	42	42			
RSF5	18	18			
RSF6	22	22			
Total Count:	293	293			

Incident Type Summary					
Туре	Month	YTD			
Fire	5	157			
EMS/Rescue	137	321			
Good Intent Calls	67	153			
Rupture/Explosion	0	0			
<b>Harzardous Conditions</b>	3	39			
Service Call	46	90			
False Calls	29	615			
Other	6	6			
Total Incident Count:	293	1381			



SIGNIFICANT INCIDENT(S)/OVERHEAD ASSIGNMENT(S)							
DATE	INCIDENT/LOCATION	TYPE	UNIT/STRIKE TEAM	MISC.			

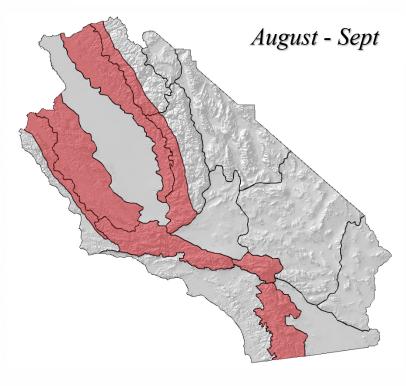
### **SOUTHERN AND CENTRAL CA**

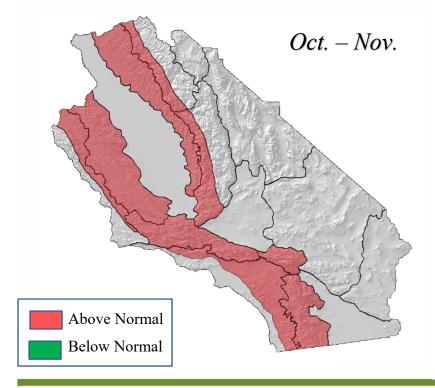
MONTHLY/SEASONAL OUTLOOK - OSCC, RIVERSIDE



ISSUED: AUGUST 1, 2019 VALID FOR: AUGUST – NOVEMBER 2019

### **Expected Large Fire Potential**





Contact: Riverside.FWX@fire.ca.gov

### **SUMMARY:**

- Temperatures slightly above normal, mainly across inland areas.
- Below normal number of thunderstorms associated with the monsoon.
- Above normal large fire potential especially in the foothills and inland valleys - due to tree mortality.
- Chance of a delayed start to the winter "rainy season"

### **WEATHER DISCUSSION:**

Average temperatures this past July were well above normal across much of the area (Figure 1, next page). This stands in sharp contrast with the cool conditions which persisted much of the winter and spring. Strong ridges of high pressure brought extreme heatwaves to large swaths of the country last month. While California was spared the worst of the heat, a high pressure ridge brought notable heatwaves during the third week of the month.

More notable was the near complete absence of monsoon related thunderstorms. Ordinarily, July is one of the stormiest months of the year – particularly for the Sierras and deserts both of which receive sizable portions of their annual precipitation from summer convection. The lack of storms was largely the result of sustained southwesterly flow aloft which was generated by persistent troughs over the Pacific Northwest. In addition, the moisture supply over the normal source region (northern Mexico) was often lacking. Therefore, even when upper level patterns were favorable for the import of subtropical moisture, there was little available moisture to transport northward into California.

During the past month, sea surface temperatures (SSTs) seemed to evolve to one which may be familiar to many followers of long range weather forecasting. Record high temperatures over Alaska (including all-time record high readings in Anchorage) may have helped spur on the rapid warming of SSTs in the Gulf of Alaska. Strong ridging over this area along with frequent troughing further south near the Pacific Northwest allowed long wave weather patterns to resemble those most often seen during negative Eastern Pacific Oscillation (-EPO) episodes.

Webpage: http://gacc.nifc.gov/oscc/predictive/weather/index.htm

### SOUTHERN AND CENTRAL CA

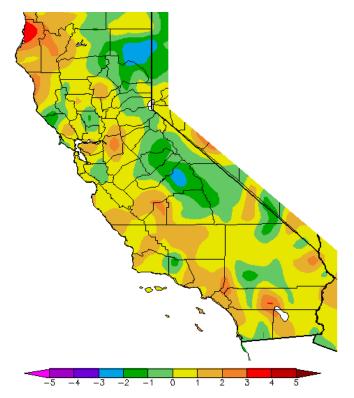
MONTHLY/SEASONAL OUTLOOK - OSCC, RIVERSIDE



**VALID FOR: AUGUST - NOV. 2019** 

When the EPO is in a negative phase, the central part of the country is often cooler and wetter than average while western sections of Canada into Alaska are much warmer than normal. The average height anomaly chart of early July (Figure 2, right) lines up with SST anomalies over the Pacific extremely well. The rapid evolution of this warm water in roughly the same position as during the extreme drought years of 2013-2018 is worrisome. Should this warm body of water remain in place in coming months, it may lead to a return of warmer and drier weather for the coming rainy season. But as Dr. Daniel Swain points out in his weather blog, it is far from certain whether this "blob" is transitory or whether portends a grim rainy season.

Figure 1: Avg. Temperature Departure from Normal, July



For what it's worth, the NMME precipitation outlook for September – November shows drier than normal conditions continuing into the fall. Ordinarily the monsoon is over with by the middle of September, so this lack of forecast precipitation is representing perhaps a late start to the winter time storm pattern. Most other evidence is indicating the same thing at the time of this writing and there is increasing confidence of a late start to the "winter rainy season"

Contact: Riverside.FWX@fire.ca.gov

If this negative EPO pattern were to continue into the fall, there is a chance that it may lead to an increasing likelihood of offshore wind events. It is too early to predict whether long wave patterns would be amplified enough to generate cold air advection far enough west into the Great Basin to drive these events, but should conditions remain the same as they are now, a higher number of offshore wind events than normal may be possible

Figure 2: 500 mb height anomalies early/mid July.

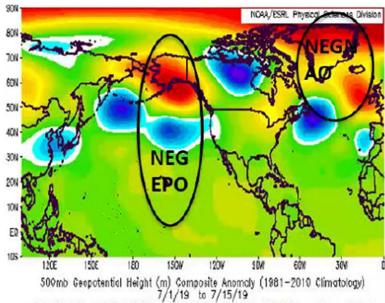
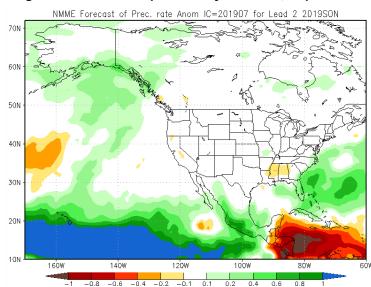


Figure 3: NMME Precip. Anomaly Forecast. Sept. - Nov.



Webpage: http://gacc.nifc.gov/oscc/predictive/weather/index.htm

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### **SOUTHERN AND CENTRAL CA**

MONTHLY/SEASONAL OUTLOOK - OSCC, RIVERSIDE



**VALID FOR: AUGUST - NOVEMBER 2019** 

Figure 4: Tree Mortality, Sierras

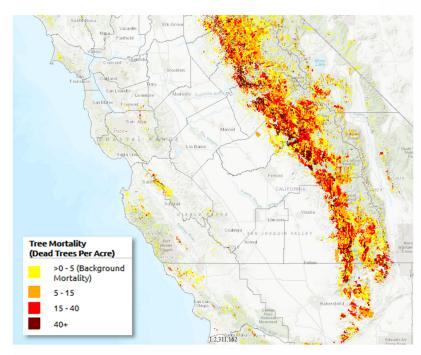
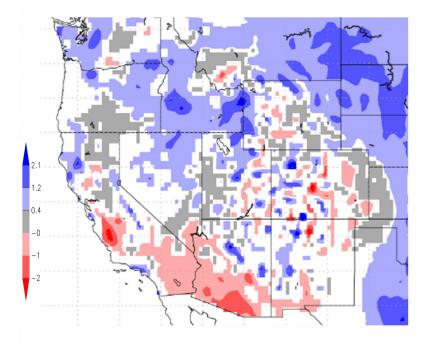


Figure 5: Forecast 1,000 FM, August



Contact: Riverside.FWX@fire.ca.gov

### **FUELS AND DROUGHT OUTLOOK**

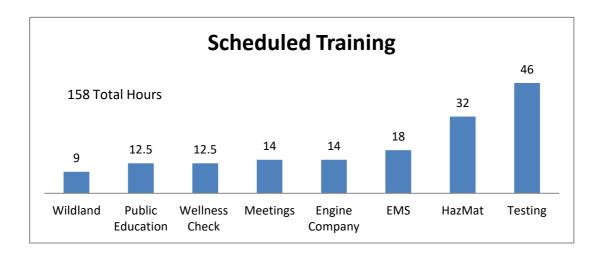
After weeks of very limited fire activity, initial attack sudden surged at the end of July. This is likely in response to dead fuel moisture crossing the threshold to below average moisture conditions. Strong drying conditions were experienced in July, not only due to warmer than normal conditions, but also due to the lack of afternoon convection. Long daylight hours with little cloud cover caused dead fuel moisture to trend sharply downward. The expansive dead fuel beds found along the central coast and the Sierras were the first areas to see large fire activity this season, which is not surprising in a year without thunderstorms to spark ignitions elsewhere.

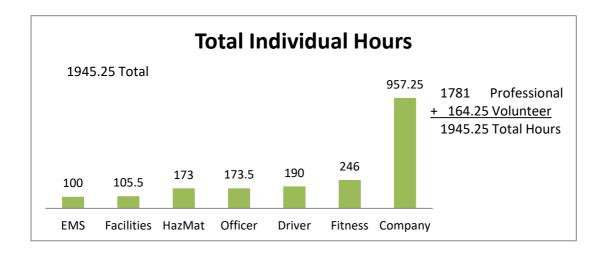
The poor condition of many plant species will continue to be the driver of fire activity for a few more weeks until live fuel moisture readings drop to near or below normal readings. This should happen by the start of September, at which point most of the Geographic Area away from marine layer influences should be experiencing above normal large fire potential. Expect these fires to grow rapidly, even during weather conditions which are not normally associated with large fire growth. The Holy Fire in the Cleveland National Forest is an example of an incident which grew rapidly despite moderate levels of humidity, wind and temperature. Heavy fuel loading of dead fuels will continue to lead to well above normal large fire potential into the fall across the Geographic Area and the expectation of warmer and drier than normal conditions may only exacerbate this issue.

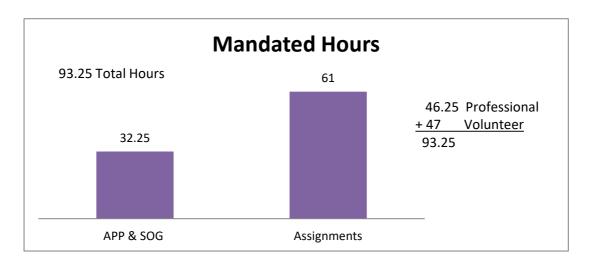
A slow start to the summer fire season may have led to the assumption that this would be a quiet year with few large fires to contend with. A slow fire season may have resulted from rainy winters in the distant past, but the damage produced by the drought and the bark beetle will continue to exact a toll for years to come.

Webpage: http://gacc.nifc.gov/oscc/predictive/weather/index.htm

# Training Division July 2019







### **Training Division - Descriptions**

### Scheduled Training

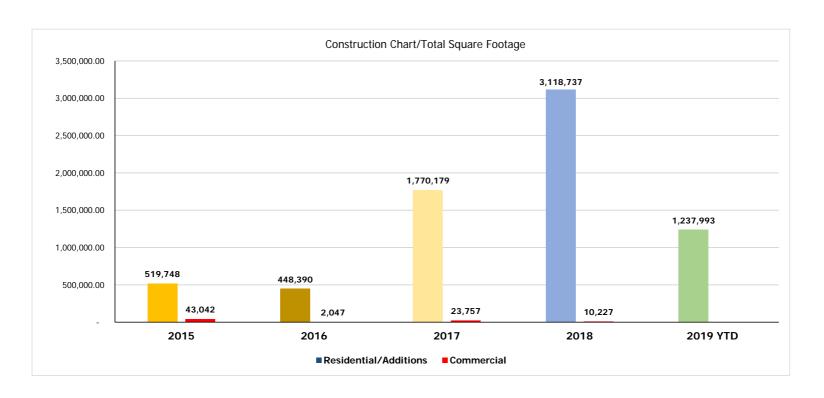
Training hours are planned annually. This is to maintain a well organized year and to help the firefighters be successful with the hours required by Federal, State, Local.

	Hours - 6 Subjects	
Subject	Definition	Examples
Company	Documentation of all Company Training that is not Driver, Officer, Haz-Mat, or Facility Training.	Aerial Ladder, Hose, Ladders, Physical Fitness, SCBA, Technical Rescue, Ventilation, etc.
Driver	This is for documenting Driver Training hours. Per ISO standards employees considered a "Driver" will be required to complete 12 hours of Driver Training annually. You can use this same form to record Driver Training hours for Non-Drivers and it will be counted towards Company Training.	-
Facility	This is live training conducted at an approved site. For the location to be approved it must have at least two acres on the property, a three story tower, and a burn facility. It is also important to note that the training must not just occur on the approved site, but the facility itself must be used. If your users are just sitting in a classroom at an approved site, this cannot count towards facility hours and the completion would need to be applied elsewhere. However, if the classroom portion was followed by utilization of the facility, the entire time could count towards Facility Training.	Company Evolutions, NFPA 1410 Driver/Operator, NFPA 1002 Fire Officer, NFPA 1021 Firefighter Skills, NFPA 1001 Hazardous Materials, NFPA 472 Live Fire, NFPA 1403 Other NFPA Fire Based Training
HazMat	This is for documenting Hazardous Materials Training hours.  Per ISO standards all firefighters are required to complete 6 hours of Hazardous Materials Training annually.	DOT Guidebook Review, Decontamination Procedures, First Responder Operations, Etc.
Officer	Per ISO standards employees considered a "Officer" will be required to complete 12 hours of Officer Training annually. You can use this same form to record Officer Training hours for Non-Officers and it will be counted towards Company Training.	Dispatch, General Education, Meetings, Orientation, Exam, Management Principles, Personnel, Promotional, Public Relations, Etc.
EMS	EMS is not tracked or required by Insurance service Organization for Rating. EMS Continuing Education is tracked for recertification of Paramedics (48/2yrs) and EMT (24/2yrs). Through Emergency Service Medical Administration (EMSA).	Continuing Education and SIMS

### **Mandated Hours**

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

## Rancho Santa Fe Fire Protection District Fire Prevention Bureau Monthly Activity Summary July 2019



Year	Res/Add	Comm	Total
2015	519,748	43,042	562,790
2016	448,390	2,047	450,437
2017	1,770,179	23,757	1,793,936
2018	3,118,737	10,227	3,128,964
2017 YTD	1,036,029	23,422	1,059,451
2018 YTD	2,099,200	10,227	2,109,427
2019 YTD	1,237,993	•	1,237,993

Comparison 2018/2019 Total New Square Footage Only

•	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2018	186,961	62,170	46,643	37,448	69,972	1,361,554	344,679	50,736	212,489	181,371	129,141	445,800
2019	226,965	152,727	230,511	180,438	213,366	166,719	67,267					

### Rancho Santa Fe Fire Protection District

### Fire Prevention Bureau Monthly Activity Summary

July 2019

	PLAN REVI			
Plan Type	No. of Reviews	Resubmittals	No. of Structures	Approved New SQFT (Mit Fees)
New Residential	21	3	39	66,338
Additions/Remodels	5	6	3	929
New Commercial	-	-	-	-
Commercial T.I.	6	-	-	-
Tents/Special Events	-	-	-	-
Rack Storage	-	-	-	-
Preliminary	15	9	11	-
Fire Suppression Systems	9	-	-	-
Alarms	7	-	-	-
Landscaping	18	4	-	-
Grading/Mylars/Improvement Plans	3	1	-	-
Underground	3	-	-	-
Hood System	-	-	-	-
Tanks	-	-	-	-
Cell Sites	-	-	-	-
DSS/CCL	-	-	-	-
DPLU	-	-	-	-
Solar Panels	2	-	-	-
High Piled Storage	-	-	-	-
High Hazard/Communications/Other	4	1	-	-
Spray Booth	-	-	-	-
TOTAL	93	24	53	67,267
TOTAL PLAN REVIEWS:	11	7		

# Rancho Santa Fe Fire Protection District Fire Prevention Bureau Monthly Activity Summary July 2019

INSPECTIONS				
Inspection Type	No. of Inspections			
Alarms	2			
Fire Supression Systems	74			
Building Construction	24			
Landscaping	8			
Tent/Special Event	8			
Gates/Knox	1			
Site Visit	-			
Technical Report/FPP	-			
Underground	2			
Annual Inspection	2			
Other	2			
TOTAL	128			

### Rancho Santa Fe Fire Protection District

### Fire Prevention Bureau Monthly Activity Summary

July 2019

SPECIAL PROJECTS				
Project Type	No. of Projects			
Grants	-			
GIS	1			
Forms (Updates/New)	1			
Project Research	-			
Computer Programming/I.T.	-			
Emergency Response Support	-			
Annual Mailer (Weed Abatement)	-			
Board Report Formating/ Design	1			
Other	1			
Other	-			
TOTAL	4			

MEETINGS				
Meeting Type	No. of Meetings			
H.O.A	-			
On-Site Project Meetings	10			
In-Office Project Meetings	9			
Weed Abatement	19			
County	-			
Code Development	4			
Support/I.T. Development	-			
San Diego County FPO's	2			
Community Stakeholder Meetings	2			
Other	30			
TOTAL	76			

# Rancho Santa Fe Fire Protection District Fire Prevention Bureau Monthly Activity Summary July 2019

Dates
7/11/2019
7/31/2019
7/31/2019
ာ

PREVENTION / PUB ED		
Activity	Number	
Phone Calls	663	
Emails	2,799	
TOTAL	3,462	

WEED ABATEMENT		
Activity	No. of Inspections	
Weed Abatement Inspection	481	
Weed Abatement Reinspection	555	
1st Notice	819	
2nd Notice	689	
Final Notice	278	
Posting	4	
Forced Abatement	-	
TOTAL	2,826	

### Rancho Santa Fe Fire Protection District

### Fire Prevention Bureau Monthly Activity Summary

July 2019

3diy 201		
ADMINISTRATIVE SERVICES/OFFICE SUPPORT		
Activity	No. Completed	
Phone Calls	858	
Correspondence	1,100	
Walk in/Counter	421	
Knox Application Request	12	
Burn Permits	1	
Plan Accepted/Routed	117	
Special Projects	5	
Scanning Documents/Electronic Files	500	
Meetings: Admin/Prevention/Admin Shift	12	
Post Office Runs	-	
Deposit Runs/Preparations	25	
TOTAL	3,051	

### Rancho Santa Fe Fire Protection District

### **Public Education Coordinator Monthly Activity Summary**July 2019

SOCIAL MEDIA				
Social Media	Followers	Posts	Likes/Comments	Reach
Facebook	1,442	10	2,122	7,086
Instagram	1,327	10	720	7,513
Twitter	3,789	14	756	34,000
TOTAL	6,558	34	3,598	48,599

COMMUNITY OUTREACH	
Event	Participants
4th of July Party in 4S Ranch	500
4th of July Parade	300
National Night Out Prep	N/A
National Night Out Event	500
Northrop Gruman Safety Day	5,000
	_
	_
TOTAL	6,300

CAR SEATS	
Car Seats Installed	1
TOTAL:	1

EDUCATIONAL MATERIALS	
Name	Number
Eucalyptus	1
	-
	_
TOTAL:	2

# Rancho Santa Fe Fire Protection District **Public Education Coordinator Monthly Activity Summary**July 2019

MEETINGS		
Meeting Type	No. of Meetings	
Wildland PSA Prep	1	
Staff	-	
Board	-	
Shift	-	
CSA 17	1	
PIO's	-	
Fire Safe Council Meeting	-	
SO CAL Pub Ed	-	
Community Stakeholder	3	
Meetings	3	
TOTAL	5	

TRAINING/EDUCATION	
Class Name	Dates
VHF Radio	7/31/2019
TOTAL	1

# Rancho Santa Fe Fire Protection District **Public Education Coordinator Monthly Activity Summary**July 2019

CLERICAL		
Activity	Number	
Phone Calls	52	
Correspondence	241	
TOTAL	293	

PUBLIC MEDIA INERACTION	
Activity	Number
Press Releases	2
Community Event Interviews	-
On-scene PIO	2
Interviews (Other)	-
TOTAL:	4

### NORTH COUNTY FIRE PROTECTION DISTRICT

330 S. Main Avenue

Fallbrook, California 92028-2938

Phone: (760) 723-2005 www.ncfire.org

Fax: (760) 723-2072

BOARD OF DIRECTORS

RUTH HARRIS BOB HOFFMAN FRED LUEVANO KENNETH E. MUNSON JOHN VAN DOORN

STEPHEN J. ABBOTT- Fire Chief/CEO - <u>sabbott@ncfire.org</u>
ROBERT H. JAMES - District Counsel Robert James - <u>roberthjameslaw@gmail.com</u>
LOREN A. STEPHEN-PORTER - Executive Assistant/Board Secretary - <u>lstephen@ncfire.org</u>

June 17, 2019

Chief Cox PO Box 410 Rancho Santa Fe, CA 92067

Dear Chief Cox,

On behalf of North County Fire Protection District, we want to thank you for your department's assistance in conducting the interviews for the position of Fire Battalion Chief. D/C McQuead's experience and in-depth knowledge of the position significantly contributed to a professional and well-received interview session.

We welcome your feedback on our interview process; please feel free to let us know if you see room for improvement or other best practices that could be utilized in the recruitment process.

We appreciate the time taken from other duties to assist us in this endeavor. Please feel free to contact me should your agency have a need for recruitment assistance in the future.

Thank you again for your cooperation.

Sincerely,

Steven Marovich Deputy Fire Chief

North County Fire Protection District



PROUDLY SERVING THE COMMUNITIES OF FALLBROOK, BONSALL AND RAINBOW

July 28, 30/9

Dear Chey Cop

Last Friday I took my

grandione to your Facu fee

Station for a tour. Frike

Station for a tour. Frike

Sternandey was acce tour

guide and he did an

amazing jab. He showed eur

everything from the kilchen to

the dolm booms and then lavey—

Master Agenda

Page 36 of 70

thing in the big kig. He patiently answered all the late ones questione and explained what everything on the rieg was used for. De is to be commended not only for his knawledge hut also you her abelity to relate to "little people" Inten we returned the 5 year ald to her parents ejectickary, he thoroughly explained whey there's an extra large hill on the back of the Relmet.

Othank epour for having
such a friendly and thoroughly knowledgeable employeet. Sincerely, Lenda Steiner Master Agenda Page 37 of 70

STAFF REPORT 19-18

TO: BOARD OF DIRECTORS

FROM: FRED COX, FIRE CHIEF

SUBJECT: FINANCIAL CONSULTANT CONTRACT

DATE: AUGUST 15, 2019



#### RECOMMENDATION

Staff recommends the Board of Directors approve and authorize the Fire Chief to enter into an agreement for financial consulting services with Platinum Consulting Group.

#### **BACKGROUND**

With the retirement of the District's Administrative Manager, plans were originally made to split the job classification into two new positions – this being a Human Resources Manager and a Financial Manager.

The Human Resources Manager position was hired in October of 2018. The District then contracted with the District's prior Administrative Manager as a temporary retired annuitant for financial oversight as well as for the training/mentoring of administrative employees. This term is ending soon and the District will need to provide for fiscal management and financial oversight of District finances. The District has two options:

- a. hire a full time employee as a Financial Manager
- b. enter into an agreement for financial services through an outside consultant

After researching the differing options and interviewing Cindy Byerrum, CEO of Platinum Group Consulting (PCG), there are distinct advantages to this type of arrangement. While our organization has been run very efficiently, an outside agency looking in can be very helpful to ensure compliance with regulatory filings such as State Controller's Office, Franchise Tax Board, IRS employment tax review, GASB and GAAP Compliance, and if applicable, CalPERS review.

PCG will also provide monthly review of financial and cash statements, banking investment and ledger accounts. PCG will assist with monthly, quarterly, and annual board financial reporting packages, quarterly review of internally prepared financial statements, and assist in preparing/reviewing the annual financials and year-end closing of books and records.

The other advantage is the District receives experienced financial support at under one third the cost of a fulltime employee. Another one of PCG tasks is to evaluate the administrative/finance processes, make recommendations for efficiency, which would include hiring a fulltime Finance Officer if the position is warranted.

Staff believes this is a viable solution with very little risk; the worst case being the agreement is cancelled with PCG and a fulltime Finance Manager is hired. The estimated first year cost is anticipated to be in the \$25,000 - \$40,000 range and reduce each year thereafter, for work identified in the Scope of Work.

The Agreement for Financial Services has been reviewed by District legal counsel.



# **Proposal for Accounting Consulting Services**

# **Rancho Santa Fe Fire Protection District**

Cindy Byerrum, CPA 909-204-8858 cindy@pcgclient.com

**Submitted 8.12.19** 

# **Company Background**

**Platinum Consulting Group (PCG)** was founded by Cindy Byerrum as an alternative to large corporate type CPA firms that try to "specialize" in everything. After working at Ernst & Young and another regional CPA firm, Cindy wanted to start a boutique accounting and consulting firm with a more personalized and specialized focus in the government and non-profit sector that provides exceptional customer service at a reasonable price.

Unlike most CPA firms, PCG does not perform audits or reviews, prepare individual or corporate taxes, provide investment/insurance advice, or any other services commonly provided by CPA firms; instead we focus exclusively on providing contract accounting and External and Interim CFO/Finance Director services to our clients. Our specialty is serving as the Part-Time Finance Director or Project Consultant for smaller governmental organizations (primarily special districts) who do not need full-time high-level finance services but need periodic management support that a CPA and a firm with our experience can provide. We have also assisted multiple utilities with system conversions and rate studies.

To offer our services at a competitive rate, we keep our overhead low and our client list limited. We are very selective in whom we accept for clients, recognizing that as contract CPAs and consultants we need to be available and accessible to our clients on their timetable.

PCG staff serves multiple clients as part-time External CPA/CFO/Treasurer to multiple special districts throughout Southern California. Special districts served include water districts, sewer districts, resource conservation districts, fire protection districts, library districts, and LAFCOs.

Most work for our clients is performed remotely through email, VPN onto client's servers, QuickBook's Accountant's copy. We also utilize Sharefile and Team Viewer to securely remote with our clients. We are in frequent phone and email contact with our clients, and we respond to questions or emails within the two hours at the most. It's our job to be available when you need us. PCG staff also educate each other on our clients so that if our clients can't reach one of us, they can call the other staff at the firm to get an answer.

# Cindy Byerrum, MPA, CPA, Managing Principal

The firm is led by Cindy Byerrum, who has a Bachelor's Degree in Accounting, a Master's Degree in Public Administration (MPA), and is a Certified Public Accountant (CPA). Cindy is an expert in non-profit and governmental finance and accounting and has been a leader in the finance profession for over 20 years.

Cindy's past experience in the accounting and finance profession also includes:

- Financial Consultant to the Cities of San Bernardino, Avalon, Desert Hot Springs, and Glendora
- Extensive assistance to the City of Avalon's Successor Agency and RDA dissolution.
- Interim Financial Director for the San Diego County Water District, Yorba Linda Water District, La Habra Heights Water District, Lake Arrowhead Community Services District, and Rosamond Community Services District

- Finance department assessments for many utilities and governments, including most recently La Puente Valley County Water District, Elsinore Valley Municipal Water District, Scotts Valley Water District, Running Springs Water District, and the City of Avalon
- Chief Financial Officer for Three Valleys Municipal Water District and Six Basins Watermaster
- Project consultant to various governments such as the Jurupa Community Services District, Coachella Valley Water District, San Bernardino Valley Resource Conservation District, Walnut Valley Water District, Rancho California Water District, Chino Basin Watermaster, Goleta Sanitary District, American Water Works Association, and California Domestic Water Company
- Senior auditor for Ernst & Young (client focus was governmental and non-profit organizations); Supervisor at Vicenti, Lloyd & Stutzman (clients included various non-profit and governmental agencies)

Cindy has audited over 50 governmental and non-profit entities including cities, counties, schools, special districts and various non-profit organizations, where she has performed financial audits, single audits, and special compliance audits.

Cindy has also been a full-time tenured faculty member and department chair at Chaffey College, a Becker CPA Review instructor, and a professor of governmental and non-profit accounting professor at Cal State Fullerton, Cal Poly Pomona, and Cal State San Bernardino.

Certifications, Accreditations and Memberships

- Certified Public Accountant (CPA), #77918
- Certified QuickBooks ProAdvisor since 2007
- Co-Founder of the Utility Finance Officer's Group of Orange County
- Frequent presenter at the semi-annual AWWA and ACWA conference
- Speaker for various organizations such as the AGA, IAAP, IMA
- Member of the California State Municipal Finance Officers Association (CSMFO)

## OTHER PLATINUM CONSULTING GROUP STAFF

#### Samantha Prall

Samantha Prall started with Platinum Consulting in 2010 and served in multiple roles as the interim Finance Director at various water agencies through 2012. Samantha then worked in the finance department of a local water agency in Temecula Valley, and then resumed employment with Platinum in 2019. Samantha has a full range of skills including budget and audit preparation; monthly board package preparation, and account reconciliations.

# Ian Berg, BS

Ian Berg has been with Platinum Consulting since 2015. Ian supervises the accounting and reconciliation schedules on all the main governmental clients, prepares financial statements, audit preparation and coordination, financial statement and board package completion, monthly banking and account reconciliations, and budget preparation. Ian has also performed all accounting

functions including accounts payable, accounts receivable, grant compliance and billing, fixed asset maintenance, and vendor management.

# Cheryl Jubrey, BS

Cheryl has been with Platinum Consulting Group since 2010. Cheryl has a Bachelor's degree in Business with extensive coursework in accounting and finance. Cheryl has over 30 years of experience in the profession, serving a wide variety of non-profit and governmental clients. Her expertise is in management and training of accounting staff, systems conversions and implementation (New World, PeopleSoft, Great Plains, Caselle, Tyler Incode), accounting clean up and catch up, reconciliations, audit preparation, and other complex accounting issues.

# Scott Nelsen, BS

Scott has been with Platinum Consulting Group since early 2018 and comes to PCG with years of experience in auditing and accounting. Scott prepares the accounting and reconciliation schedules on all the main governmental clients, prepares financial statements, audit preparation and coordination, financial statement and board package completion, monthly banking and account reconciliations, and budget preparation. Scott has also performed all accounting functions including accounts payable, accounts receivable, payroll, grant compliance and billing, fixed asset maintenance, and vendor management.

#### OTHER SERVICES PROVIDED

#### Transitional Services

We have helped several clients transition from fiscal conservatorship to fiscal self service, which involves setting up banking relationships, cash management, internal controls, accounting policies, accounting records, and payroll services. We have also helped several agencies clean up their accounting records and then prepare for successful audits. We are often hired by organizations that are small and do not have professional staff to manage their finances and accounting. They often have no internal controls in place, and no financial policies or guidelines. PCG sets up the accounting, financial processes, and internal control system, and then develops monthly and quarterly accounting and reporting that is tailored to management and governing board needs.

#### Fully Outsourced Accounting

At some of our clients there is no other administrative staff - we complete all of the accounting functions, including accounts payable, receivable, cash management and long-range financial planning, payroll, human resources, audit and budget preparation, and governing board reporting. To ensure proper internal controls for these clients, Platinum Consulting Group staff prepare bank reconciliations and Cindy reviews and approves all bank and investment account reconciliations.

#### Partial Service Accounting/Contract CPA

Many of our clients have their own accounts payable and cash receipting staff, and we provide the other accounting and finance services required to prepare the regular accounting. We serve as the primary liaison to the auditors for our all of our clients, and we prepare monthly financial statements, budget updates, and reconciliations and financial statements/board packages for all of our External CFO clients.

We are well versed in the governing board package process and provide timely and accurate reports for management and the governing board. Platinum Consulting Group also prepares and files the federal and state tax returns, 1099s, State Controller's Reports, and other regulatory filings for all clients as needed. We regularly attend finance and board meetings as needed.

#### **QuickBooks**

Cindy Byerrum has been a QuickBooks Pro Advisor and has designed curriculum and taught QuickBooks at the university level. All of Platinum Consulting Group's associates use QuickBooks at various clients and are well versed in the optimal use of QuickBooks. We are also experienced in many other financial software, however, QuickBooks is the most commonly used program by our smaller clients.

#### Payroll Set Up

We have set up and maintained payroll systems for several clients. Most clients utilize a contract payroll provider and we work with them to ensure payroll is processed properly and is correct. Cindy has also successfully navigated through two IRS employment taxation audits and conducts regularly training for clients on the various rules in federal and state employment taxation.

# **SCOPE OF SERVICES REQUIRED**

The District requests on call accounting consulting services and periodic high-level review of the District's finances.

Following is a sampling of services that may be needed by the District:

- 1. Quarterly account review and reconciliations to ensure the accounting is being prepared correctly.
- 2. Financial review and assistance as needed.
- 3. Review of audit preparation and year end closing entries.
- 4. On call for questions and accounting assistance as needed.

# SERVICES NOT PROVIDED

Please note that Platinum Consulting Group staff will not be auditing the District's accounting records or any documents. We will do our best to ensure the information is accurate, however, we are not auditors. We cannot be relied upon to detect fraud or errors; however, if we become aware of any we will immediately notify management.

# FEES FOR OUR SERVICES

Our billing is based on a time and materials basis and is billed on a monthly basis. We charge for travel expenses at the IRS mileage rate or actual costs of flight and hotel (travel carrier and hotel at the discretion of the District). We charge for travel time in excess of one hour each way. In many cases, we can waive or reduce travel costs depending on circumstances.

#### Our hourly rates for anticipated team members on this engagement are as follows:

Cindy Byerrum, CPA	\$175 per hour
Cheryl Jubrey	\$125 per hour
Samantha Gentry	\$125 per hour
Ian Berg	\$115 per hour
Scott Nelsen	\$115 per hour

We anticipate that Cindy Byerrum would provide the onsite review on a quarterly basis. Samantha, Ian and Scott would also be utilized if it is appropriate after Cindy's initial review in order to reduce costs. It is anticipated that the first year would be in the \$25,000 - \$40,000 range and reduce each year thereafter. These estimates do not include extra one-time events such as changing payroll systems. We will notify you when we get to 80% of the \$40,000, and mutually determine a plan to stay within budget. In no case would we exceed the \$40,000 range without express written consent from the Fire Chief.

Note, in most cases with new clients the first year of expenses are higher than usual as we get to know the agency and set up the most efficient processes. In nearly every case, we have been able to significantly reduce costs in the second year and later years. We strive to provide the most effective service at the least amount of cost to the agency.

# References

# North County Fire Protection District: December 2015 - present

Platinum Consulting Group provides a wide range of services to the District, such as:

- 1. Quarterly accounting review and adjustments as needed
- 2. Preparation of audit work papers
- 3. Payroll assistance as needed
- 4. On call for accounting questions and payroll assistance

#### Steve Marovich ECO, EFO

Deputy Fire Chief North County Fire Protection District 330 S. Main Avenue Fallbrook, CA 760-723-2014 (cell) smarovich@ncfire.org

#### Trabuco Canyon Water District: July 2010 - present

Platinum Consulting Group has provided project services to Trabuco Canyon Water District including services such as:

- 1. Serving as District Treasurer
- 2. Monthly financial package preparation and reconciliations
- 3. Preparation of annual budget and financial projections
- 4. Preparation of audit work papers
- 5. Preparation of water and sewer rate study's and 218 process
- 6. Financial and Utility Billing system implementation to Tyler Incode from Great Plains and UBS
- 7. Manage the Single audit process
- 8. On call for accounting questions and payroll assistance

#### Michael Perea

Acting General Manager Trabuco Canyon Water District 32003 Dove Canyon Drive Trabuco Canyon, CA 92679 949.858.0277, ext 121 MPerea@tcwd.ca.gov

# 29 Palms Water District : January 2012 - present

Platinum Consulting Group has provided extern Finance Director such as:

- 1. Attendance at Board meetings
- 2. Monthly financial package preparation and reconciliations
- 3. Preparation of annual budget and financial projections
- 4. Preparation of audit work papers
- 5. Preparation of water and rate study's and 218 process
- 6. Financial and Utility Billing system implementation from Datastream to Springbrook/Accela
- 7. Assistance with grant applications and SRF applications
- 8. On call for accounting questions and payroll assistance

### Ray Kolisz

General Manager Twentynine Palms Water District 72401 Hatch Road Twentynine Palms, CA 92277 760.367.7546 rkolisz@29palmswater.org

# <u>LA LOCAL AGENCY FORMATION COMMITTEE (LAFCO)</u>: April 2014 - present

Platinum Consulting Group has providing contract accounting services, such as:

- 1. Process all AP, Journal Entries every two weeks.
- 2. Assist with the preparation of annual budget and financial projections
- 3. Work with County on implementing GASB 75 between the County and LAFCO
- 4. Prepare all audit workpapers
- 5. On call for accounting questions and payroll assistance

#### Paul Novak

Executive Director LA LAFCO 80 South Lake Ave #870 Pasadena, CA 91101 626.204.6500 pnovak@lalafco.org

# Insurance

#### *INSURANCE*

Platinum Consulting Group (PCG) provides and maintains at all times during the performance of this Agreement the following insurance: (1) Commercial General Liability ("CGL") insurance; (2) Automobile Liability insurance; (3) Workers' Compensation and Employer's Liability insurance; and (4) Errors and Omissions ("E&O") liability insurance.

# Commercial General Liability

Our policy identifies Covered Parties as additional insured, or are endorsed to identify Covered Parties as additional insured. Coverage for additional insured is not limited to vicarious liability. Each policy has liability coverage limits of at least \$2,000,000 per occurrence for bodily injury, personal injury and property damage, and either at least (a) \$4,000,000 aggregate total bodily injury, personal injury and property damage applied separately to the Project/Client; or at least (b) \$5,000,000 general aggregate limit for all operations. PCG insurance and endorsements are kept in force at all times during the performance of this Agreement and all coverage required herein is maintained after the term of this Agreement so long as such coverage is reasonably available.

## Automobile Liability

PCG maintains Automobile Liability coverage for "any auto" and with limits of at least \$1,000,000 for bodily injury and property damage, each accident, including owned, non-owned and hired autos, or the exact equivalent. Automobile Liability insurance and endorsements are kept in force at all times during the performance of this Agreement and all coverage is maintained after the term of this Agreement so long as such coverage is reasonably available.

# Workers' Compensation/Employer's Liability

PCG covers or insures the existence of coverage under the applicable laws relating to Workers' Compensation insurance, all employees employed directly by us or through subconsultants at all times in carrying out the Work contemplated under this Agreement, in accordance with the "Workers' Compensation and Insurance Act" of the California Labor Code and any amendatory Acts. PCG provides Employer's Liability insurance with limits of at least \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee.

#### Errors and Omissions

PCG's E&O policy has limits of at least \$1,000,000 per claim and \$2,000,000 aggregate. E&O insurance and endorsements shall be kept in force at all times during the performance of this Agreement and all coverage required herein shall be maintained after the term of this Agreement so long as such coverage is reasonably available.

#### AGREEMENT FOR FINANCIAL CONSULTANT SERVICES

This AGREEMENT FOR FINANCIAL CONSULTING SERVICES ("Agreement") is made as of the last date executed below by and between RANCHO SANTA FE FIRE PROTECTION DISTRICT, a Special District (hereinafter referred to as "District") and, PLATINUM CONSULTING GROUP LLC, a California limited liability company (hereinafter referred to as "Consultant"). District and Consultant are also referred to collectively herein as the "Parties" and individually as "Party".

#### RECITALS

- A. Pursuant to California Government Code §53060 the Board of Directors of a Special District may contract with a company or individual to furnish to the District special services and advice in financial, economic and accounting matter:
- B. Consultant provides financial and accounting services to governmental agencies in the State of California;
- C. The Parties desire to enter into an agreement whereby Consultant provides financial and accounting services to District as more fully set forth herein.

NOW THEREFORE, in furtherance of this Agreement, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the parties agree as follows:

#### I. PURPOSE AND SCOPE OF WORK

- 1.01. <u>Consulting Work.</u> DISTRICT hereby contracts with Consultant to provide services as more specifically set forth in <u>Exhibit "A"</u> attached hereto and incorporated herein ("**Services**"). Tasks other than those specifically described therein shall not be performed without prior written approval of District's Fire Chief.
- 1.02. Independent Contractor. Consultant is retained as an independent contractor for the sole purpose of rendering professional and/or special services described herein and is not an agent or employee of District. Consultant shall be solely responsible for the payment of all federal, state and local income tax, social security tax, Workers' Compensation insurance, state disability insurance, and any other taxes or insurance. Consultant, as an independent contractor, is responsible for paying under federal, state or local law. Consultant and its employees are thus not eligible to receive workers' compensation, medical, indemnity or retirement benefits, including but not limited to enrollment in CalPERS. Consultant shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of District. Consultant shall have the sole and absolute discretion in determining the methods, details and means of performing the Services required by District. Consultant shall furnish, at its own expense, all labor, materials, equipment and transportation necessary for the successful completion of the Services to be performed under this Agreement. District shall not have any right to direct the methods, details and means of the Services; however, Consultant

must receive prior written approval from District before using any sub-consultants for Services under this Agreement.

Consultant represents and warrants that in the process of hiring Consultant's employees who participate in the performance of Services, Consultant conducts such lawful screening of those employees (including, but not limited to, background checks and Megan's Law reviews) as are appropriate and standard for employees who provide Services of the type contemplated by this Agreement.

Consultant shall indemnify, defend and hold harmless District from any loss, damage or claim resulting from Consultant's failure to properly account for and pay any taxes relating to its employees or its status as an independent contractor.

1.03. Changes in Scope of Work. If District requires changes in the scope of Services or additional work not specified therein, District shall prepare a written change order. If Consultant believes work or materials are required outside the scope of Services, it shall submit a written request for a change order to the District. A change order must be approved in advance and signed by the Parties before Consultant performs any work outside the scope of Services. District shall have no responsibility to compensate Consultant for work outside the scope of Services without a prior-approved and signed change order. Change orders shall specify the change in the budgeted amount for Services.

# II. <u>TERM</u>

2.01. Term. This Agreement shall commence upon the date of its execution and shall extend thereafter until June 30, 2020. A Party may terminate this Agreement at any time upon thirty (30) days written notice to the other Party. In the event of termination: (i) all work product prepared by or in custody of Consultant shall be promptly delivered to District; (ii) District shall pay Consultant any sums due under this Agreement as of the effective date of termination; (iii) Consultant shall promptly submit a final invoice to the District; (iv) neither Party waives any claim of any nature whatsoever against the other for any breach of this Agreement; (v) District may withhold 125 percent of the estimated value of any disputed amount pending resolution of the dispute, consistent with the provisions of this Agreement; and (vi) District and Consultant agree to use their best efforts to expeditiously resolve any dispute between the Parties.

#### III. BUDGET, FEES, COSTS, BILLING, PAYMENT AND RECORDS

3.01. <u>Budgeted Amount for Services</u>. Consultant is expected to complete all Services within the Budgeted Amount set forth on <u>Exhibit "A"</u>. The total compensation for the Services to be performed under this Agreement shall not exceed the Budgeted Amount unless modified as provided herein. Upon invoicing the District 80% of the Budgeted Amount, Consultant shall prepare and provide to District a "cost to complete" estimate for the remaining Services. The Parties shall work together to complete the project within the agreed-upon Budgeted Amount.

3.02. <u>Fees</u>. Fees shall be billed per the terms and conditions and at the rates set forth on <u>Exhibit "A"</u> for the term of the Agreement. Should the term of the Agreement extend beyond the period for which the rates are effective, the rates shall continue to apply unless and until modified by consent of the Parties.

# IV. PROPRIETARY RIGHTS AND OWNERSHIP

- 4.01. <u>Intellectual Property</u>. District shall retain all proprietary rights in and to its intellectual property ("**District Intellectual Property**"), including, but not limited to, all copyrights, patents, trademarks, trade secrets, products, equipment, software, source codes, modifications, updates and enhancements thereof or any other aspect thereto made available to Consultant through this Agreement or otherwise. No implied licenses are granted herein, and Consultant may not use any District Intellectual Property except pursuant to any limited rights expressly granted in this Agreement.
- 4.02. Work Product. Consultant agrees that District shall be the owner of all products, materials, and information created, conceived, developed or first reduced to practice by Consultant pursuant to this Agreement by or on behalf of District including, without limitation, all inventions, technology, designs, data, works of authorship, mask works, technical information, computer software, source code, artwork, processes, graphics, reports, presentations, business information and other information ("Work Product"). Without limiting the scope of the foregoing, all Work Product, to the extent copyrightable under the United States Copyright Act of 1976 (the "Act") shall be "works made for hire" pursuant to the Act, and District will thereby own all right, title and interest in all copyrightable Work Product. To the extent that the Work Product or any part thereof is deemed by a court of competent jurisdiction or any governmental or regulatory agency not to be a "work made for hire" within the meaning of the Act, the provisions of this Agreement will still control and, for the consideration set forth herein, Consultant hereby agrees to assign all right, title and interest in the foregoing to District, including, without limitation, all copyrights, patent rights, trademark rights, trade secret rights and other intellectual property rights therein and further agrees to execute, at District's request and expense, all documentation necessary to perfect title therein in District. The rights contemplated by this assignment shall include, without limitation, the right to copy, distribute, modify, alter, adapt, revise and prepare derivative works from the Work Product.
- 4.03. <u>Disclosure and Access</u>. Consultant agrees that it shall maintain and disclose to District written records of, and otherwise provide District with free and full access to, the subject matter covered by this section and that all such subject matter shall be deemed District information and subject to the confidentiality obligations contained in Section V of this Agreement. Consultant agrees to assist District, at District's request and expense, in every reasonable way in obtaining, maintaining, and enforcing patent and other intellectual property protection on the subject matter covered herein.

///

# V. CONFIDENTIAL INFORMATION

- 5.01. Protection. The terms and conditions of this Agreement and information and data that Consultant has received or will receive from District, including, but not limited to, software, designs, processes, techniques, records, reports, data, and other matters are proprietary and confidential information of District ("Confidential Information"), including, without limitation, any information that is marked "confidential" or should be reasonably understood to be confidential or proprietary based on the nature of the information or the circumstances of disclosure. Confidential Information will not include information which: (i) at or prior to the time of disclosure by District was known to Consultant except to the extent unlawfully appropriated; (ii) at or after the time of disclosure by District becomes generally available to the public other than through any act or omission on Consultant's part; (iii) Consultant receives from a third party free to make such disclosure without breach of any legal obligation; or (iv) is independently and verifiably developed by Consultant without use or reference to District's Confidential Information. During and after the term of this Agreement, Consultant agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by, or required to achieve the purposes of this Agreement, nor disclose to any third party, any of the Confidential Information and will maintain the Confidential Information in strict confidence, and shall use the Confidential Information only for the purposes set forth in this Agreement. Consultant agrees to take all commercially reasonable steps to protect District's Confidential Information from unauthorized or inadvertent disclosure, including, without limitation, all steps that it takes to protect its own confidential and proprietary information. Consultant acknowledges and agrees that the Confidential Information is commercially and competitively valuable to District and that money damages would not be a sufficient remedy for any breach of this section and that District shall be entitled to specific performance, including without limitation, injunctive relief, as a remedy for any such breach or threatened breach by Consultant. Such remedy shall not be deemed to be the exclusive remedy for breach of this section but shall be in addition to all other remedies available to District at law or in equity.
- 5.02. Return of Materials. Promptly upon termination of this Agreement, for any reason whatsoever, or at any time at the request of District, Consultant shall deliver to District all property or materials within its possession or control which belong to District or its affiliates or which contain or are based upon Confidential Information (including notes, presentations, reports, charts, spreadsheets and other documents which contain or reflect Confidential Information), or, upon District's election, destroy such property or material and provide written certification that all such property and material containing or based upon Confidential Information was returned or destroyed. If Consultant is required to disclose any Confidential Information pursuant to any judicial or governmental requirement or order, Consultant may do so, provided that (i) Consultant has given District sufficient prior written notice of such requirement or order to permit District a reasonable opportunity to object or seek a protective order, or other appropriate remedy, (ii) Consultant reasonably cooperates with District so that it may object or seek a protective order or other appropriate remedy, and (iii) Consultant in any event discloses only that portion of the Confidential Information that is legally required to be

disclosed by a court of competent jurisdiction or other governmental authority or otherwise as required by law, regulation or legal process.

#### VI. NOTIFICATION CLAUSE

6.01. <u>Notice</u>. Formal notices, demands and communications to be given hereunder by either Party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing. If the name or address of the person to whom notices, demands or communication shall be given changes, written notice of such change shall be given, in accordance with this section, within five (5) working days.

If to District: Rancho Santa Fe Fire Protection District

P.O. Box 410

Rancho Santa Fe CA, 92067 Attn: Fred Cox, Fire Chief

If to Consultant: Platinum Consulting Group, LLC

57370 Tecuya Way Yucca Valley, CA 92284 Attn: Cindy Byerrum

#### VII. <u>BILLING AND PAYMENT</u>

- 7.01. <u>Billing</u>. Consultant's fees shall be billed by the 10th day of the following month and paid by District within 30 days.
- 7.02. Review and Approval. District shall review and approve all invoices prior to payment. Consultant agrees to submit additional supporting documentation to support the invoice if requested by District. If District does not approve an invoice, District shall send a notice to Consultant setting forth the reason(s) the invoice was not approved. Consultant may reinvoice District to cure the defects identified in the District notice. The revised invoice will be treated as a new submittal. If District contests all or any portion of an invoice, District and Consultant shall use their best efforts to resolve the contested portion of the invoice.
- 7.03. <u>Recordkeeping</u>. Consultant shall keep records of all Services and costs billed pursuant to this Agreement for at least a period of seven (7) years and shall make them available for review and audit if requested by District.

#### VIII. INSURANCE REQUIREMENTS

- 8.01. <u>Insurance Requirements</u>. Consultant shall obtain prior to commencing work and maintain in force and effect throughout the term of this Agreement, all insurance set forth below.
  - A. Workers' Compensation Insurance:

By its signature hereunder, Consultant certifies that it is aware of the provisions of California Labor Code §3700, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Consultant will comply with such provisions before commencing the performance of the Services under this Agreement.

Consultant will keep workers' compensation insurance for their employees in effect during all work covered by this Agreement. An ACORD certificate of insurance or other certificate of insurance satisfactory to District, evidencing such coverage must be provided (i) by Consultant upon request by District.

#### B. Professional Liability Insurance:

Consultant shall file with District, before beginning Services, an ACORD certificate of insurance, or any other certificate of insurance satisfactory to District, evidencing professional liability coverage of not less than \$1,000,000 per claim and \$1,000,000 aggregate, requiring 30 days' notice of cancellation (10 days for non-payment of premium) to District.

Such coverage shall be placed with a carrier with an A.M. Best rating of no less than A: VII, or equivalent. The retroactive date (if any) of such insurance coverage shall be no later than the effective date of this Agreement. In the event that the Consultant employs sub-consultants as part of the Services covered by this Agreement, Consultant shall be responsible for requiring and confirming that each sub-consultant meets the minimum insurance requirements specified herein.

#### C. Other Insurance:

Consultant will file with District, before beginning Services, ACORD certificates of insurance, or other certificates of insurance satisfactory to District, evidencing general liability coverage of not less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage; automobile liability (owned, scheduled, non-owned or hired) of at least \$1,000,000 for bodily injury and property damage each accident limit; workers' compensation (statutory limits) and employer's liability (\$1,000,000) (if applicable); requiring 30 days (10 days for nonpayment of premium) notice of cancellation to District. For the coverage required under this paragraph, the insurer(s) shall waive all rights of subrogation against District, and its directors, officers, agents, employees, attorneys, consultants or volunteers. Consultant's insurance coverage shall be primary insurance as respects District, its directors, officers, agents, employees, attorneys, consultants and volunteers for all liability arising out of the activities performed by or on behalf of the Consultant. Any insurance pool coverage, or self-insurance maintained by District, and its directors, officers, agents, employees, attorneys, consultants or volunteers shall be excess of the Consultant's insurance and shall not contribute to it.

The general liability coverage shall give District, its directors, officers, agents, employees, attorneys, consultants and authorized volunteers additional insured status using ISO endorsement CG2010, CG2033, or equivalent. Coverage shall be placed with a carrier with an A.M. Best rating of no less than A: VII, or equivalents. In the event that the Consultant employs sub-consultant as part of the work covered by the Agreement, it shall be the Consultant's

responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified herein.

# D. Expiration of Coverage:

If any of the required coverages expire during the term of the Agreement, Consultant shall deliver the renewal certificate(s) including the general liability additional insured endorsement to District at least ten (10) days prior to the expiration date.

#### IX. INDEMNIFICATION

- 9.01. <u>Indemnification by Consultant</u>. To the fullest extent permitted by applicable law, Consultant shall indemnify, defend and hold harmless District, its officers, Directors and employees and authorized volunteers, and each of them from and against:
- i. All claims and demands of all persons that arise out of, pertain to, or relate to the Consultant's negligence, recklessness or willful misconduct in the performance (or actual or alleged non-performance) of the work under this agreement. Consultant shall defend itself against any and all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out of Consultant's performance or non-performance of the Services hereunder, and shall not tender such claims to District nor its directors, officers, employees, or authorized volunteers, for defense or indemnity.
- ii. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Consultant.
- iii. Any and all losses, expenses, damages (including damages to the work itself), attorney's fees incurred by counsel of the District's choice and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of Consultant to faithfully perform the work and all of the Consultant's obligations under the agreement. Such costs, expenses, and damages shall include all costs, including attorneys' fees, incurred by counsel of the District's choice, incurred by the indemnified parties in any lawsuit to which they are a party.

Consultant shall immediately defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions, or other legal proceedings of every kind that may be brought or instituted against District or its directors, officers, employees, or authorized volunteers with legal counsel reasonably acceptable to District, and shall not tender such claims to District nor its directors, officers, employees, or authorized volunteers.

Consultant shall immediately pay and satisfy any judgment, award or decree that may be rendered against District or its directors, officers, employees, or authorized volunteers, in any and all such suits, actions, or other legal proceedings.

Consultant shall immediately reimburse District or its directors, officers, employees, or authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing indemnity herein provided.

Consultant's obligation to indemnify shall survive the termination or completion of this agreement for the full period of time allowed by law and shall not be restricted to insurance proceeds, if any, received by District, or its directors, officers, employees, or authorized volunteers.

9.02. <u>Indemnification by District</u>. District shall defend, indemnify and hold Consultant, including its directors, officers, employees and agents, harmless from and against any and all claims, demands, causes of action, suits, debts, obligations, liabilities, losses, damages, costs, expenses, attorney's fees, awards, fines, settlements, judgments or losses of whatever nature, character, and description, with respect to or arising out of any breach by the District of its obligations under this Agreement, or from the District's negligence or willful misconduct in connection with the scope of the Services, excepting only to the extent such matters arise from the negligence or willful misconduct of Consultant.

#### X. FINANCIAL DISCLOSURE AND CONFLICTS OF INTEREST

10.01. <u>Disclosures</u>. Although Consultant is retained as an independent contractor, Consultant may be required, under the California Political Reform Act and District's Administrative Code, to file annual disclosure reports. Consultant agrees to file such financial disclosure reports upon request by District. Failure to file financial disclosure reports upon request are grounds for termination of this Agreement.

#### XI. PERMITS AND LICENSES

11.01. <u>Permits and Licenses</u>. Consultant shall procure and maintain all permits, licenses and other government-required certification necessary for the performance of its SERVICES, all at the sole cost of Consultant. None of the items referenced in this section shall be reimbursable to Consultant under the AGREEMENT. Consultant shall comply with any and all applicable local, state, and federal regulations and statutes including Cal/OSHA requirements.

#### XII. <u>LABOR AND MATERIALS</u>

- 12.01. <u>Labor and Materials</u>. Consultant shall furnish, at its own expense, all labor, materials, equipment, tools, transportation and other items or services necessary for the successful completion of the Services to be performed under this Agreement. Consultant shall give its full attention and supervision to the fulfillment of the provisions of this Agreement by its employees and shall be responsible for the timely performance of the Services required by this Agreement. All compensation for Consultant's Services under this Agreement shall be pursuant to <u>Exhibit "A"</u> to the Agreement.
- 12.02. <u>Reimbursement</u>. Only those Services, materials, administrative, overhead and travel expenses specifically listed in <u>Exhibit "A"</u> will be charged and paid. No other costs will

be paid. Consultant agrees not to invoice District for any administrative expenses, overhead or travel time in connection with the Services, unless agreed upon and listed in **Exhibit "A"**.

# XIII. EQUAL OPPORTUNITY

13.01. Equal Opportunity. District is committed to a policy of equal opportunity for all and to providing a work environment that is free of unlawful discrimination and harassment. In keeping with this commitment, District maintains a policy prohibiting unlawful discrimination and harassment in any form based on race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, pregnancy or childbirth, marital status, gender, sex, sexual orientation, veteran status or age by officials, employees and non-employees (vendors, contractors, etc.).

This policy applies to all employees, consultants and contractors of the District. Appropriate corrective action will be taken against all offenders, up to and including immediate discharge or termination of this Agreement. During, and in conjunction with, the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, marital status or national origin.

#### XIV. GENERAL TERMS

- 14.01. <u>Integration</u>. This Agreement, including any Exhibits and Addenda, contains the entire understanding of the Parties, and there are no further or other agreements or understandings, written or oral, in effect between the Parties hereto relating to the subject matter hereof. Any prior understanding or agreement of the Parties shall not be binding unless expressly set forth herein and, except to the extent expressly provided for herein, no changes of this Agreement may be made without the written consent of both Parties.
- 14.02. Attorney's fees. In any action at law or in equity to enforce any of the provisions or rights under this Agreement, the prevailing Party shall be entitled to recover from the unsuccessful Party all costs, expenses and reasonable attorney's fees incurred therein by the prevailing Party (including, without limitations, such costs, expense and fees on any appeals), and if such prevailing Party shall recover judgment in any such action or proceeding, such costs, expenses, including those of expert witnesses and attorneys' fees, shall be included as part of this judgment.
- 14.03. <u>Jurisdiction</u>. In all matters concerning the validity, interpretation, performance, or effect of this Agreement, the laws of the State of California shall govern and be applicable. The Parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that venue of any action brought hereunder shall be in San Diego County, California.
- 14.04. <u>Drug-free Workplace</u>. By signing this Agreement, CONSULTANT hereby certifies under penalty of perjury under the laws of the State of California compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) and has or will provide a drug-free workplace by taking the following actions:

- i. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees as required by Government Code Section 8355(a).
- ii. Establish a Drug-Free Awareness Program, as required by Government Code

Section 8355(a) (2), to inform employees about all of the following:

and

- a. The dangers of drug abuse in the workplace
- b. The Consultant's policy of maintaining a drug-free workplace
- c. Any available counseling, rehabilitation and employee assistance programs, and penalties that may be imposed upon employees for drug abuse violations.

Provide, as required by Government Code Section 8355(a)(3), that every employee who works under this Agreement:

- a. Will receive a copy of the Consultant 's drug-free policy statement,
- b. Will agree to abide by terms of the Consultant's statement as a condition of employment.
- iii. This Agreement may be subject to suspension of payments or termination, or both, and the CONSULTANT may be subject to debarment if the District determines that CONSULTANT has made a false certification, or; CONSULTANT violates the certification by failing to carry out the requirements noted above.
- 14.05. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.
- 14.06. Severability. If any term, covenant, condition or provision of this Agreement, or its application to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- 14.07. <u>Exhibits</u>. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached.
- 14.08. <u>Amendments.</u> This Agreement may be amended at any time by the written agreement of the Parties. All amendments, changes, revisions and discharges of this Agreement, in whole or in part, and from time to time, shall be binding upon the parties despite any lack of legal consideration, so long as the same shall be in writing and executed by the parties hereto.

- 14.09. <u>No Third Party Benefit</u>. This Agreement is intended to benefit only the parties hereto and no other person or entity has or shall acquire any rights hereunder.
- 14.10. <u>Time of the Essence</u>. Time shall be of the essence as to all dates and times of performance.
- 14.11. <u>Assignment</u>. Consultant shall not assign its rights or delegate its obligations hereunder without the prior written consent of District in each instance, which consent District may withhold in District's sole and absolute discretion.
- 14.12. <u>Interpretation</u>. The terms of this Agreement have been negotiated by the parties hereto and the language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement. No rule of strict construction will be applied against any person.

IN WITNESS WHEREOF, the Parties have hereunto affixed their names as of the day and year thereinafter, which shall be and is the effective date of this Agreement.

#### **District**

RANCHO SANTA FE FIRE PROTECTION DISTRICT, a special district organized under the laws of the State of California

Ву
Name
Its
Dated:
<u>Consultant</u>
PLATINUM CONSULTING GROUP LLC a California limited liability company
Ву
Name
Its
Dated:

#### Exhibit "A"

#### A. SCOPE OF WORK:

- 1. Monthly review of financial and cash statements, banking investment and ledger accounts.
- 2. Assist with monthly, quarterly, and annual board financial reporting packages.
- 3. Quarterly review of internally prepared financial statements.
- 4. Assist in preparing/reviewing the annual financials and year-end closing of books and records.
- 5. Provide internal financial control oversight.
- 6. Preparation and coordination of documents for annual audit.
- 7. Assist in preparation of annual budget (as required).
- 8. Long range financial analysis (as required).
- 9. Regulatory filings with the State Controller's Office, IRS, Franchise Tax Board, and CalPERS as applicable.
- 10. GASB and GAAP Compliance.
- 11. Training and support of accounting staff.
- 12. Special projects as they arise such as systems implementation and financial system optimization.

# B. TERM AND FEES:

- 1. Term Commencement: Termination:
- 2. Fees/Rates to be billed \$
- 3. Budgeted Annual Amount Compensation is to be on a "time and material" basis, not to exceed \$ .
- 4. CONSULTANT's fees shall be billed by the 25th day of the month and paid by DISTRICT on or before the 15th of the following month. Invoices shall reference the Purchase Order number from the DISTRICT.
- 5. Upon invoicing DISTRICT 80% of the contract amount, CONSULTANT shall prepare and provide to DISTRICT a "cost to complete" estimate for the remaining work.
- 5. Consultant Representative:

# **STAFF REPORT**

NO. 19-19

**TO:** BOARD OF DIRECTORS

FRED COX, FIRE CHIEF

**FROM:** DAVE MCQUEAD, DEPUTY CHIEF

**SUBJECT:** BUDGET AUTHORIZATION

**DATE:** AUGUST 15, 2019



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

Description	FY19/20 Budget	Funding Request	Funding Source	Action Requested
(10) ZOLL ECG Monitors	\$405,199	\$344,719.81	CSA-17 Funds	Authorize purchase
(3) ZOLL AutoPulse Systems		\$45,966.15	CSA-17 Funds	Authorize purchase
Total		\$390,685.96		

#### **RECOMMENDATION**

- 1. Purchase ten (10) ZOLL ECG monitors.
- 2. Purchase three (3) ZOLL Auto Pulse systems.
- 3. Request the purchase of this equipment is exempt from the District's capitalization policy and expense the cost in FY19/20.

#### **BACKGROUND**

The purchase of ten (10) ZOLL ECG monitors will replace the District's current Phillips MRX ECG monitors. The Phillips Company no longer supports the technology of the current Phillips MRX ECG monitors which includes the telemetry feature which will be obsolete as the 3G network will no longer be available by end of 2019.

The District will receive a trade-in credit of \$3,500.00 for each Phillips MRX Biphasic ECG monitor. The District will receive a total credit of \$31,500.00 for 9 monitors. This credit is reflected in the purchase price of ten ZOLL Monitors for \$344,719.81.

The purchase of three (3) ZOLL AutoPulse Systems is a new product for the District. The equipment is a mechanical chest compression device that provides high quality chest compressions during patient care and allows First Responders to address additional actions required during a Cardio Pulmonary Resuscitative (CPR) incident.

This authorization is necessary for the Fire District to serve as the purchasing agent for the ZOLL equipment with the funding provided 100% by the County of San Diego.

The purchasing of the ZOLL equipment was acquired through an open Request For Bid (RFB) by the Los Angeles County Fire Department referencing Contract #MA-IS-15400197-1 effective 3/20/2015 through 3/31/2020 with the ZOLL Medical Corporation.

Staff also seeks an exemption to the District's capitalization policy. Staff anticipates a service life of eight to ten years.

STAFF REPORT NO. 19-20

**TO:** BOARD OF DIRECTORS

FRED COX, FIRE CHIEF

FROM: DAVID LIVINGSTONE, BATALION CHIEF

**SUBJECT:** BUDGET AUTHORIZATION - VEHICLE REPLACEMENT

**DATE:** AUGUST 15, 2019



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

Description	FY20 Budget	Funding Request	Funding Source	Action Requested
Chevrolet Silverado 1500 LT	\$83,551	\$36,994.43	100% Fleet Reserves	Purchase Authorization
Shell, Radios		\$22,000		
Emergency Lighting Package and accessories				

#### **BACKGROUND**

The current Deputy Chief vehicle is scheduled to be replaced in the FY20 capital replacement plan. This vehicle will replace the current Ford Expedition which has approximately 135,000 miles on it and is 8 years old. This vehicle is assigned to the Deputy Fire Chief for emergency response and other district activities.

#### **CURRENT SITUATION**

The current Expedition is 8 years old has 135,000 miles and has started to need major service and repairs to keep in reliable operating condition. The Expedition will be deemed surplus and sold through Fire etc. or highest bidder at auction.

#### **RECOMMENDATION**

Staff seeks authorization to purchase (1) replacement pickup truck with Shell, Radio and Emergency Lighting Package, This vehicle will be purchased through the state contract ,1-18-23-20 (A-I) F.O.B Sacramento Line 14 , and will include the following:

Total vehicle cost including tax and fees \$36,994.43
 Shell, Mobile Radios, Emergency Lighting Package \$22,000.00
 Total Cost: \$58,994.43

Attachment: Quotation for Vehicle Purchase – Winner Chevrolet

# Rancho Santa Fe Fire Protection District

Prepared For: David Livingstone 858.756.6004

[Fleet] 2020 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" LT

STATE CONTRACT 1-18-23-20D F.O.B. SACRAMENTO LINE 14

\$26,718.00

4,700.00 upgrade to LT model

2,080.00 options (see attached)

85.00 DOC FEE

\$33,583.00

2,602.68 SAles TAXE 7.75%

8.75 Tire FEE

800.00 Delivery

WINNER CHEVROLET 8575 LAGUNA GROVE DRIVE ELK GROVE, CA 95757

# **STAFF REPORT**

NO. 19-21

TO: BOARD OF DIRECTORS

FRED COX, FIRE CHIEF

FROM: DAVID LIVINGSTONE, BATTALION CHIEF

**SUBJECT:** APPARATUS PURCHASE

**DATE:** AUGUST 15, 2019



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

Description	FY21 Capital Plan	Funding Request	Funding Source	Action Requested
Purchase: (1) Type 3 Fire Apparatus	Proposed \$460,000	\$472,971.28	Fleet Reserves	Approve Purchase

#### JUSTIFICATION for Funding Request:

Staff is requesting funding to order and purchase (1) new Type III Fire Apparatus to replace BR265/0262. BR265/0212, a 2002 International/Master Body will be sold to the highest bidder.

#### **BACKGROUND**

BR265 is currently 18 years old and has exceeded its useful life as a front line fire apparatus. It has started to need considerable repair to keep in reliable ready status as a first out brush engine. This is also our only 2 wheel drive Type III. The new Brush engine will be purchased through the Houston-Galveston Area Council (HGAC) Buy program.

The new engine will take 12 to 18 months to build and ready for delivery. The engine purchase will be included in the FY21 budget.

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

#### RECOMMENDATION

Staff recommends authorizing the Fire Chief to enter into a formal contract with South Coast Fire Equipment/Pierce for the purchase of one (1) Type III fire apparatus at a total cost including tax, delivery and document fees, not to exceed \$472,971.28.

This purchase will be funded in the FY21 budget.

STAFF REPORT 19-22

TO: BOARD OF DIRECTORS

FROM: FRED COX, FIRE CHIEF

SUBJECT: FIRE PREVENTION CAREER PATH

DATE: AUGUST 15, 2019



#### **RECOMMENDATION:**

Staff recommends approval of the Fire Prevention career path and to fill the Deputy Fire Marshal position through an internal recruitment process.

#### **BACKGROUND:**

Lack of upward mobility or defined career path is often the reason for an employee to seek employment with another employer. The loss of a long term employee can create a void in an organization, especially in highly educated, specialized positions. In today's job market, it is vitally important to retain employees as the cost of recruiting, training, and the loss of productivity can often surpass the additional employee costs.

This career path allows for prevention employees to work towards gaining the knowledge, skills, and abilities to make them more useful to the District, while at the same time makes the employee feel cared for since the organization is investing in them. Studies have shown there is a direct correlation between employee satisfaction and employee retention.

To fill the Deputy Fire Marshal's position will cost an additional \$24,635 annually when the employee reaches top step. This will occur in approximately 2-3 years depending on the step range.

One of the ways to offset additional costs is to ensure discretionary projects are charged an appropriate fee for the actual services provided. It is estimated that over seventy-fire percent of Fire Prevention staff time is spent on discretionary services. When fee schedules are updated, this should be reflected in such schedule.





# San Diego County Local Agency Formation Commission

Regional Service Planning | Subdivision of the State of California

August 12, 2019

TO:

Independent Special Districts in San Diego County

FROM:

Tamaron Luckett, Executive Assistant

**SUBJECT:** 

Call for Nominations | San Diego Local Agency Formation

**Commission Special Districts Advisory Committee** 

This notice serves as a call to nominations pursuant to Government Code Section 56332(1) to solicit eight special districts members to serve on the Special Districts Advisory Committee.

The advisory committee consists of 16 members that serve four-year terms. Candidates' eligibility for nomination to LAFCO's advisory committee: (1) may be either a district elected or appointed officer and a staff member; and (2) the number of candidates representing the same agency shall be limited to one. The new term of the advisory committee member expires October 2023. The eight incumbent's terms expire as follows:

Term expire	Incumbent	District
October 2019	Jack Bebee	Fallbrook Public Utility District
October 2019	Fred Cox	Rancho Santa Fe Fire Protection District
October 2019	Tom Kennedy	Rainbow Municipal Water District
October 2019	Tom Pocklington	Bonita-Sunnyside Fire Protection District
October 2019	Mark Robak	Otay Water District
October 2019	Greg Thomas	Rincon del Diablo Municipal Water District
October 2019	Robert Thomas	Pomerado Cemetery District
October 2019	Kimberly Thorner	Olivenhain Municipal Water District

State law specifies only the presiding officer or their alternate as designated by the governing board must sign the nomination form. Attached is nomination form (Attachment A).

- Nominations and a limited <u>two-page</u> resume indicating the candidate's District and LAFCO experience must be returned to San Diego LAFCO <u>no later</u> than 5:00 p.m. on <u>Monday</u>, <u>September 23</u>, <u>2019</u>. Nominations received after this deadline will be invalid.
- Nominations and resumes may be submitted by mail, courier, hand delivered to the San Diego Officer at 9335 Hazard Way, Suite 200, San Diego, CA 92123 or via email to <a href="mailto-tamaron.luckett@sdcounty.ca.gov">tamaron.luckett@sdcounty.ca.gov</a>, if necessary to meet the submission deadline, but the original form must be submitted.

After nominations and resumes are received it is anticipated a candidates' forum will be held in conjunction with the California Special Districts Association Quarterly Dinner with confirmation being provided under separate/future cover. Should you have any questions, please contact me at (858) 614-7755.

Respectfully,

Tamaron Luckett
Executive Assistant

Attachment:

a) Nomination Form

#### **ATTACHMENT A**

# NOMINATION OF THE SPECIAL DISTRICT REPRESENTATIVES FOR THE SAN DIEGO LOCAL AGENCY FORMATION COMMISSION SPECIAL DISTRICTS ADVISORY COMMITTEE

The	is pleased to nominate	a	is a
(Name of Independent Special Dis	strict)	(Name of Candidate)	
Candidate for the San Diego Local committee member.	Agency Formation Commission	n as a special district adv	isory
As presiding officer or his/her delegar certify that:	ted alternate as provided by the	governing board, I hereby	ſ
<ul> <li>The nominee is either a distr</li> </ul>	rict elected or appointed offic	er and a staff member.	
· _	(Signature)		
(Print Name)		(Date)	
(Print Title)			

# PLEASE ATTACH RESUME FOR NOMINEE

- Limit two pages
- Must be submitted with Nomination Form

STAFF REPORT 19-23

TO: BOARD OF DIRECTORS

FROM: KIM DE AVILA, HUMAN RESOURCES MANAGER

SUBJECT: RESOLUTION DETERMINATION ON INDUSTRIAL DISABILITY

RETIREMENT APPLICATION TROY D. ELLIOTT

# DATE: AUGUST 15, 2019

#### RECOMMENDATION

Staff recommends the Board of Directors review, approve and adopt Resolution No. 2019-11, authorizing an Industrial Disability Retirement for retired Captain Troy Elliott.

#### **BACKGROUND**

Troy Elliott recently retired from service on May 11, 2019 as a Captain. The District was notified by CalPERS on May 17, 2019 that Mr. Elliott had applied for an Industrial Disability Retirement.

For purposes of the District's contract with CalPERS, the position of Fire Captain is classified as safety. CalPERS requires that the determination, whether a safety employee is/was incapacitated from performing the duties of his/her position be made by the governing body of the employing agency.

Mr. Elliott has a Workers Compensation claim and he is currently represented by legal counsel for this claim. Adminsure, Inc. is handling the workers compensation claim on behalf of the Rancho Santa Fe Fire Protection District.

On March 14, 2019, Mr. Elliott was examined by Dr. McSweeney, an *Agreed Medical Examiner* relating to his injury. The District received a copy of the report noting that Mr. Elliott is substantially incapacitated for the performance of the duties required of a Fire Captain. According to D. McSweeney, the causation of the diagnosis has been deemed work-related based on the medical reports in accordance with state law.

District personnel forwarded all information to legal counsel for review. It is their opinion there is competent medical and factual evidence that supports a finding that Troy D. Elliott is substantially incapacitated from the performance of his usual and customary duties as a Fire Captain for a permanent duration and the cause of incapacitation is industrial.

Therefore, legal counsel's recommends the District accept and approve Troy D. Elliott's application for an Industrial Disability Retirement.

#### **RESOLUTION No. 2019-11**

Resolution of the Board of Directors of the Rancho Santa Fe Fire Protection District (Government Code section 21156)

**WHEREAS**, the Rancho Santa Fe Fire Protection District (hereinafter referred to as District) is a contracting agency of the California Public Employees' Retirement System (CalPERS);

**WHEREAS**, the California Public Employees' Retirement Law requires that a contracting agency determine whether an employee of such agency in employment in which he/she is classified as a local safety member is disabled for purpose of the California Public Employees' Retirement Law and whether such disability is "industrial" within the meaning of such law;

**WHEREAS**, an application for service-pending-disability/industrial disability retirement from Troy Elliott employed by the Agency in the position of Fire Captain has been filed with CalPERS; and

**WHEREAS**, the District has reviewed the medical and other evidence relevant to such alleged disability.

#### NOW. THEREFORE. BE IT RESOLVED by the Board of Directors as follows:

- 1) That the Board of Directors, under penalty of perjury and on the basis of competent medical evidence, find and determine that Troy Elliott is substantially incapacitated within the meaning of the Public Employees' Retirement Law for performance of his usual and customary duties in the position of Fire Captain on a permanent basis and was substantially incapacitated at the time of his separation from employment; and
- 2) That the Board of Directors does hereby find and determine that such disability is a result of injury or disease arising out of and in the course of employment; and
- 3) The Board of Directors certify under penalty of perjury that the determination is not used as a substitute for the disciplinary process; and
- 4) That Troy Elliott filed a workers' compensation claim for the disabling condition which was accepted by the District and neither Troy Elliott nor the District has applied to the Workers' Compensation Appeals Board for a determination pursuant to Section 21166 whether such disability is industrial; and
- 5) That the member has separated from his employment in the position of Fire Captain effective May 11, 2019 and that there is no dispute pertaining to his leave rights under Section 21164 of the Government Code. His last day on pay status was May 10, 2019; and
- 6) There is not a possibility of third-party liability; and
- 7) Advanced Disability Pension payments will not be made; and
- 8) The primary disabling condition is orthopedic (back).

<del>-</del>	meeting of the Board of Directors of the Rancho
Santa Fe Fire Protection District on August	21, 2019 by the following vote:
AYES:	
NOES:	
ABSTAIN:	
ABSENT:	
	JAMES H ASHCRAFT
ATTECT	President
ATTEST	
Karlena Rannals	
Secretary	