



NORTH COUNTY FIRE PROTECTION DISTRICT

AGENDA FOR REGULAR BOARD MEETING

MARCH 28, 2023

5:00 p.m.

The March 28, 2023, meeting will be available via Zoom. The public may attend remotely using either:

The Zoom app, [Zoom website (<https://zoom.us/>)] [Meeting ID: 870 1784 6503; Passcode: 631628] at <https://us06web.zoom.us/j/87017846503?pwd=ekF0RGt1Mm4vWXgrRFpXbUIPUFlmdz09> or Dial by your location: +1 669 900 6833 US (San Jose); Meeting ID: 870 1784 6503; Passcode: 631628

The public may provide comments in advance or real-time by emailing ncfboardcomments@ncfire.org. E-mailed comments received will be read into the record by Staff.

LOCATION OF DIRECTOR VIA TELECONFERENCE:
HILTON PORTLAND DOWNTOWN – CONFERENCE ROOM
921 SW Sixth Avenue, Portland OR, 97204

LOCATION: FALLBROOK PUBLIC UTILITY DISTRICT
990 EAST MISSION ROAD
FALLBROOK CALIFORNIA

PUBLIC ACTIVITIES AGENDA

For those joining us for the Public Activities Agenda, please feel free to depart at the close of the agenda. We invite you to stay for the remainder of the business meeting.

CALL TO ORDER

ROLL CALL

MOMENT OF REFLECTION/SILENCE

PLEDGE OF ALLEGIANCE

1. Public Comment – President Acosta (pgs.1-2)
Standing Item: Members of the Public may directly address the Board of Directors on items of interest to the Public provided no action will be taken on non-agenda items. The Presiding Officer may limit comments to three minutes per speaker (Board of Directors Operations – Elections, Officers and Terms SOG § 4.2.6.3).

ACTION AGENDA

Consent Items:

All items listed under the Consent Items are considered routine and will be enacted in one motion. There will be no separate discussion of these items prior to the Board action on the motion, unless members of the Board, Staff or public request specific items be removed from the Consent Agenda.

2. Approve Regular Board Meeting Minutes, February 21, 2023 (pgs. 3-8)
Standing Item: Review and approve minutes from February meeting as presented.
3. Review and Accept Financial Reports for February 2023 (pgs.9-18)
Standing Item: Review and accept financial reports for February as presented.
4. Review and Approve Policies and Procedures (pgs.19-44)
 - a) *Job Description- Fire Captain/Paramedic: Update to education/certification requirements.*
 - b) *Organizational Statements: Revision to the Mission and Vision Statements. This was created by a Mission Vision Values Working Group after holding three meetings. All employees were eligible to provide feedback.*
 - c) *Purchasing and Contracting Manual: Updated to reflect current state law.*
 - d) *Investment Policy: This is a new policy regarding deposits and investments of public funds.*
 - e) *Interest Income Policy: Revision to existing policy to include an additional investment mechanism to generate interest-based income.*
5. Monthly Operations Activity Report (pgs. 45-54)
Standing Item: Monthly Report demonstrating call mix, turnout time, call by unit, transports, total response times, aid received & provided, monthly inspection report, health & safety – injuries & accidents and turnover of care statistics.



NORTH COUNTY FIRE PROTECTION DISTRICT

AGENDA FOR REGULAR BOARD MEETING

MARCH 28, 2023

5:00 p.m.

Action Items:

All items listed under the Action Items Agenda will be presented and discussed prior to the Board taking action on any matter. Members of the public may comment on items at the time they are presented. Time certain items will commence precisely at the time announced in the Agenda.

6. San Diego LAFCO 2023 Election – Regular and Alternate Special District Member – Chief McReynolds and Board Clerk Canpinar (pgs.55-74)
➤ Recurring Item: Consider selecting a nominee for the LAFCO Commission, authorizing the Board President to cast a ballot for the 2023 election.
7. Resolution 2023-02 and Letter of Support for Assembly Bill 557 – Chief McReynolds and Board Clerk Canpinar (pgs.75-94)
➤ New Item: Consider adopting Resolution 2023-02, acknowledging support for Assembly Bill 557 and submit a letter of support to the California State Assembly.
8. Valley Center Fire Protection District Tax Apportionment Rate – Board Clerk Canpinar (pgs.95-96)
➤ New Item: Consider drafting a letter to the County Board of Supervisors supporting the Valley Center Fire Protection District's efforts to request a raise in their tax apportionment formula.
9. Fire Station #4 Construction Project – Chief McReynolds (pgs. 97-98)
➤ New Item: Consider approving Fire Station 4 (4375 Pala Mesa Drive) as the location to construct a new fire station, direct Staff to execute a contract with Erickson-Hall, and allocate funds in the FY 23/34 Budget.
10. Fleet Service Contracts – Deputy Chief Mahr and Chief McReynolds (pgs.99-110)
➤ New Item: Consider authorizing Staff to execute fleet maintenance contracts with outside agencies.

DISCUSSION AGENDA

No action shall be undertaken on any Discussion item. The Board may: acknowledge receipt of the information or report and make comments; refer the matter to Staff for further study or report; or refer the matter to a future agenda.

11. BLS 116 Crashworthiness Evaluation – B/C DeCamp and Chief McReynolds (pgs.111-112)
➤ New Item: Presentation and discussion of the traffic collision involving a District vehicle and two employees.
12. California Special Districts Association (CSDA) Special District Leadership Academy (SDLA)– Chief McReynolds (pgs.113-114)
➤ New Item: Takeaway discussion of the SDLA conference attended by the Board and Staff in February.

Standing Discussion Items:

All items listed under the Standing Discussion Items are presented at every meeting.

- **LEGAL COUNSEL REPORT:** (pgs.115-118)
"Ninth Circuit Court's decision in Garnier v. O'Connor-Ratcliff: Social media use by public officials."
- **WRITTEN COMMUNICATION:** (pgs.119-124)
 - Board Recognition Program
- **NEWS ARTICLES** (pgs. 125-144)
- **COMMENTS/QUESTIONS** (pgs.145-146)



NORTH COUNTY FIRE PROTECTION DISTRICT

AGENDA FOR REGULAR BOARD MEETING

MARCH 28, 2023

5:00 p.m.

- **Staff:**
 - Chief McReynolds
 - Other Staff
- **Board**
- **Bargaining Groups**
- **Public Comment**

CLOSED SESSION

The Board will enter closed session to discuss items as outlined herein. As provided in the Government Code, the public will not be present during these discussions. At the end of the Closed Session, the Board shall publicly report any action taken in Closed Session and the vote or abstention on that action of every member present) in accordance with Government Code § 54950 ET. seq.

- CS-1. Announcement – President Acosta: (pgs.147-148)
 ➤ *An announcement regarding the items to be discussed in Closed Session will be made prior to the commencement of Closed Session.*
- CS-2. Conference With Real Property Negotiators (Government Code section 54956.8)- Property: 315 E. Ivy Street, Fallbrook, CA & Vacant Land, Ivy Street, Fallbrook, CA
 ➤ *Fire Chief/CEO* *Agency Representative: Wil Soholt, Senior VP, Kosmont Companies*
- CS-3. Report from Closed Session – President Acosta:

ADJOURNMENT

Scheduled Meetings:

The next regularly scheduled Board meeting is **Tuesday, April 25, 5:00 p.m.**

CERTIFICATION OF AGENDA POSTING

"I certify that this Agenda was posted in accordance with the provisions of the Government Code § 54950 et. seq. The posting locations were: [1] the entrance of North County Fire Protection District Administrative Offices, [2] Fallbrook Public Utility District Administrative Offices and [3] the Roy Noon Meeting Hall; [4] District's website at <http://www.ncfire.org>. The agenda was also available for review at the Office of the Board Clerk, located at located at 330 S. Main Avenue, Fallbrook (760) 723-2012. Materials related to an item on this Agenda submitted to the District after distribution of the agenda packet, are available for public inspection in the Office of the Board Clerk, during normal business hours or may be found on the District website, subject to the Staff's ability to post the documents before the meeting. The date of posting was March 23, 2023. This agenda was also posted at the Hilton, Portland, Oregon.

Board Clerk Mavis Canpinar:

Date: March 23, 2023

Page Intentionally Blank



**NORTH COUNTY FIRE
PROTECTION DISTRICT
STAFF REPORT**

TO: BOARD OF DIRECTORS
FROM: KEITH MCREYNOLDS, FIRE CHIEF/CEO
DATE: MARCH 28, 2023
SUBJECT: PUBLIC COMMENT

PUBLIC COMMENT:

- 1. Members of the Public may directly address the Board of Directors on items of interest to the Public provided no action will be taken on non-agenda items. The Board President may limit comments to three minutes per speaker (Board of Directors Operations – Elections, Officers and Terms SOG § 4.2.6.3.).*

Page Intentionally Blank

1 **February 21, 2023**

2 **REGULAR MEETING OF THE BOARD OF DIRECTORS OF**
3 **THE NORTH COUNTY FIRE PROTECTION DISTRICT**

4 President Acosta called the meeting to order at 5:00 p.m.

5 **A MOMENT OF SILENCE WAS OBSERVED for retired NCFPD Captain Don McLean.**

6 **ALL RECITED THE PLEDGE OF ALLEGIANCE.**

7 **ROLL CALL:**

8 **Present:** Directors Acosta, Egkan, Munson, Pike (left at 6:05 p.m.) and Shaw.

9 **Absent:** None.

10 **Staff Present:** Fire Chief/CEO McReynolds, General Counsel Burns, D/C MacMillan, FM Fieri, IT
11 Specialist Swanger, B/C August, Board Clerk Canpinar and members of the public and Association.

12
13 Chief McReynolds requested the NHA Advisors Presentation item listed as number eleven (11) under
14 the Discussion Agenda section, move to the beginning of the meeting. With a unanimous Board vote,
15 the NHA Advisors Presentation Discussion item immediately followed.

16
17 **DISCUSSION AGENDA**

- 18 11. **NHA ADVISORS' PRESENTATION:** Mr. Meyer provided the pension update and fiscal
19 sustainability presentation to the Board. This item is for discussion only. No action taken.

20 **PUBLIC ACTIVITIES AGENDA**

- 21 1. **PUBLIC COMMENT:** President Acosta addressed the audience and inquired whether there
22 were any public comments regarding items not on the agenda. Mike Crain, Fallbrook resident and
23 member of North County CERT, spoke about the program. North County CERT trains and educates
24 community members on how they can take care of themselves and their neighbors during a large-
25 scale disaster. Mr. Crain encouraged the Board and residents to attend education opportunities
26 provided by the organization, where they can learn CPR, how to use a defibrillator, fire extinguishers
27 and more. Instructional classes are currently held at the Fallbrook High School two Saturdays a month
28 and will soon be held at the Community Health and Wellness Center. President Acosta asked if
29 instruction will be held in Spanish, and Mr. Crain responded that they are in the process of finding a

30 translator. Director Pike asked what the charge to attend the classes are and Mr. Crain indicated that
31 all classes and equipment provided by North County CERT are offered free of charge.

32 There being no more public comment, the public comment section was closed.

33 **ACTION AGENDA**

34 **CONSENT ITEMS:**

35 2. **REVIEW AND ACCEPT REGULAR BOARD MEETING MINUTES FOR JANUARY 24, 2023.**

36 3. **REVIEW AND ACCEPT FINANCIAL REPORT FOR JANUARY 2023.**

37 4. **REVIEW AND ACCEPT POLICIES & PROCEDURES:**

38 a) Career Path and Development

39 b) Tuition/Certification Reimbursement

40 5. **REVIEW AND ACCEPT THE MONTHLY OPERATIONS ACTIVITY REPORT.**

41 6. **REVIEW AND ACCEPT ANNUAL FIRE PREVENTION REPORT.**

42 President Acosta inquired whether there were any questions on Consent Items 2-6. There
43 being no discussion, President Acosta asked for a motion to approve the Consent Agenda. On a
44 motion by Director Pike seconded by Vice President Egkan, the motion to approve the Consent
45 Agenda as presented passed unanimously.

46 **ACTION ITEMS:**

47 7. **SOLE SOURCE STATION ALERTING PURCHASE AND CONTRACT FOR SERVICE INSTALLATION -**

48 **CHIEF McREYNOLDS AND D/C MACMILLAN:** Chief McReynolds advised the Board that this item is to
49 request an additional fifteen thousand (\$15,000) over what was budgeted to upgrade fire alerting
50 equipment. D/C MacMillan informed the Board the contract will provide new equipment for Station 1,
51 2 and 5. On a motion by Director Munson seconded by Director Pike, the motion to approve the
52 purchase and contract for service installation of Station Alerting equipment passed unanimously.

53 8. **SALE OF SURPLUS VEHICLES – CHIEF McREYNOLDS AND B/C DECAMP:** Chief McReynolds
54 requested the Board consider the sale of three surplus vehicles. Board discussion ensued. On a motion
55 by Director Pike seconded by Director Shaw, the motion passed unanimously.

56 9. **EMERGENCY FACILITY ROOF REPAIRS AND CEQA EXEMPTION – CHIEF McREYNOLDS AND D/C**

57 **MACMILLAN:** Chief McReynolds stated that two District locations, Fire Station 1 and the Administrative
58 office are in need emergency roof repairs. Water from recent storms have caused damage to both

59 structures. Board discussion ensued. On a motion by Director Pike seconded by Vice President Egkan,
60 the motion to enter a contract with Sylvester Roofing, approving Resolution 2023-01 for repairs, passed
61 unanimously.

62 10. **CALL FOR NOMINATIONS - APPOINTMENT TO LAFCO CONSOLIDATED REDEVELOPMENT**

63 **OVERSIGHT BOARD – CHIEF McREYNOLDS:** Chief McReynolds asked the Board to consider nominating
64 an eligible candidate for the LAFCO Consolidated Redevelopment Oversight Board, as there is a
65 vacancy due to a recent resignation. There being no nominations, on a motion by Vice President Egkan
66 seconded by Director Shaw, the motion to abstain from nominating an eligible candidate for the
67 Consolidated Redevelopment Oversight Board passed with the following votes: **Ayes:** Acosta, Egkan,
68 Munson, Shaw; **Absent:** Pike.

69
70 **STANDING DISCUSSION ITEMS:**

71 ● **LEGAL COUNSEL REPORT:** General Counsel Gena Burns introduced herself to the Board,
72 as she was filling in for Counsel Steinke. The report “SB149: New Rules on Campaign Contribution
73 Disclosure,” was presented. It is informational only; no action required.

74 ● **WRITTEN COMMUNICATIONS:** Information only; no action required.

75 ● **BOARD RECOGNITION PROGRAM:** Information only; no action required.

76 ● **NEWS ARTICLES:** Information only; no action required.

77 ● **COMMENTS:** These items are informational only; no action required.

78 ● **STAFF REPORTS/UPDATES:**

79 ● **KEITH McREYNOLDS, FIRE CHIEF/CEO:** Chief McReynolds informed the Board of the following
80 topics:

- 81 ○ There is a significant upcoming storm which may or may not require staffing changes.
- 82 ○ The Board will visit the North County Dispatch JPA center on Friday.
- 83 ○ The Bonsall Chamber of Commerce awarded the District Non-Profit of the Year –
84 Captain Harrington accepted the award.
- 85 ○ Easements at Station 4: 3 of the 4 easements have been lifted. Our civil engineer is
86 working on lifting the last easement.

- 87 ○ The Wildfire Preparedness Symposium is scheduled for March 25, 2023, at Fallbrook
- 88 High School from 9 a.m. to 12 p.m.
- 89 ○ The CSDA Leadership Conference is Sunday, Feb. 26, 2023, through Wednesday,
- 90 March 1, 2023.

91 ● **CHIEF OFFICERS AND OTHER STAFF: BOARD CLERK CANPINAR:** Board Clerk Canpinar informed
92 the Board that details regarding travel to and from the CSDA Leadership Academy will be sent out
93 after the meeting. **F/M FIERI:** F/M Fieri reported there has been an increase in building construction,
94 and point-of-sale inspections have doubled since January. State mandated initial apartment
95 inspections have been completed, most of which will require a follow-up inspection. There were three
96 fire investigation call outs, one involving an arrest. There was also one court arraignment and one
97 preliminary hearing for an arson case from back in November. F/M Fieri stated he is also in the
98 process of intelligence gathering for an upcoming red tag of a residential structure. **D/C MACMILLAN:**
99 D/C MacMillan expressed gratitude to Chief McReynolds for the active shooter training that was
100 recently implemented, as Staff had to respond to an active shooter incident this month. D/C
101 MacMillan also thanked the crews and training division for their prepared response.

102 ● **BOARD: VICE PRESIDENT EGKAN:** Vice President Egkan thanked B/C August for his response
103 to the shooting incident on February 10, and thanked Board Clerk Canpinar for her assistance on his
104 recent appointment to the LAFCO Special Districts Advisory Committee.

105 ● **BARGAINING GROUPS:** Firefighter Lian introduced himself as the new Union President, and
106 informed the Board he looks forward to participating in the upcoming labor management meeting.
107 Firefighter Lian indicated there are several fundraising opportunities coming up: the Boot Drive, the
108 Avocado Festival, and the Demolition Derby.

109 ● **PUBLIC COMMENT:** There were no additional public comments.

110

111

CLOSED SESSION

112 There were no closed session items for this meeting.

113

114

ADJOURNMENT

115 A motion was made at 6:20 p.m. by Vice President Egkan seconded by President Acosta to adjourn

116 the meeting and reconvene on March 28, 2023, at 5:00 p.m., which motion carried unanimously.

117

118 Respectfully submitted,

119

120

121 Mavis Canpinar

122 Board Clerk

123

124 Minutes approved at the Board of Director's Meeting on:

125

126

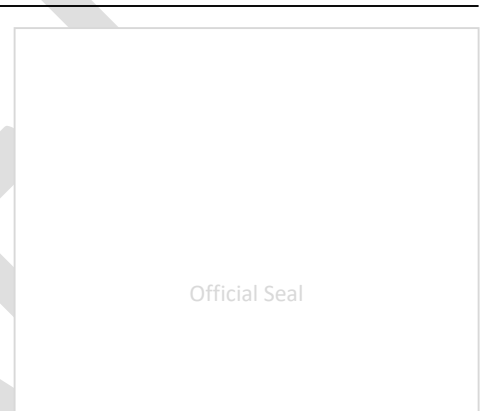
127

128

129

130

131



DRAFT

Page Intentionally Blank



**NORTH COUNTY FIRE
PROTECTION DISTRICT
ADMINISTRATION - BUDGET & FINANCE**

TO: BOARD OF DIRECTORS
FROM: FINANCE MANAGER CHERIE JUUL AND CHIEF McREYNOLDS
DATE: MARCH 28, 2023
SUBJECT: REVENUE & EXPENDITURES AS OF FEBRUARY 28, 2023 (67%)

Revenue Sources	Budgeted	Collected	Over/Under	% of Budget
Property Taxes - FBK	18,018,748	11,163,836	(6,854,912)	62%
Property Taxes - RNBW	391,094	238,513	(152,581)	61%
Ambulance and Collections	3,000,000	2,174,035	(825,965)	72%
GEMT-State Supplement	-	-	-	0%
Prevention Fees	218,700	70,634	(148,066)	32%
Tower Lease Agreements	25,200	95,730	70,530	380%
Other Revenue Sources	-	9,480	9,480	0%
Interest	45,000	51,975	6,975	116%
Weed Abatement/Mowing Reimbursement	9,000	-	(9,000)	0%
Cost Recovery	50,000	51,322	1,322	103%
Inspection Fee (Fire Prevention)	-	6,442	6,442	0%
Fallbrook Healthcare District	82,500	74,723	(7,777)	91%
Community Facilities District (CFD)	175,000	-	(175,000)	0%
Strike Team Reimbursements	17,240	214,993	197,753	1247%
Other Reimbursements	7,783	84,484	76,701	1085%
Mitigation Fees & Interest - FBK	541,200	141,165	(400,035)	26%
Donations & Grants	-	151,241	151,241	0%
Annexation fees (Meadowood)	-	-	-	
Transfers & Loans	-	-	-	
Total Revenue:	22,581,465	14,528,573	(8,052,892)	64%
	Budgeted	Spent	Over/Under	% of Budget
TTL Expenditures YTD thru 02-28-2023	30,470,955	14,128,838	(16,342,117)	46%
Revenue over Expenditures		399,735		

North County Fire Protection District
 For the Seventh Month Ending February 28, 2023
67% of Budget

COLOR KEY	
Within/Below Budget	
Within 10% of Budget	
>10% of Budget (see notes)	

Description	February actual	Running Total	Final Budget	Amount Remaining	% Used	Notes
TOTAL PERSONNEL	2,152,691.00	10,585,445.00	17,851,005.00	7,265,560.00	59.3%	
101 Total Board Administration	19,599.00	213,620.00	535,000.00	321,380.00	39.9%	
102 Total Administration	60,899.00	633,858.00	1,152,200.00	518,342.00	55.0%	
103 Community Risk Reduction	583.00	20,522.00	103,400.00	82,878.00	19.8%	
104 Total Emergency Services	8,879.00	284,240.00	435,350.00	151,110.00	65.3%	
105 Total Emergency Med Svcs	53,776.00	282,670.00	755,100.00	472,430.00	37.4%	
107 Total Communications	9,560.00	453,343.00	726,850.00	273,507.00	62.4%	
108 Total Shop/Maintenance	30,973.00	319,533.00	418,200.00	98,667.00	76.4%	Fuel
109 Total Training	14,343.00	76,552.00	126,500.00	49,948.00	60.5%	
120 Total General Fund Reserve	-	-	300,000.00	300,000.00	0.0%	
GRAND TOTAL	2,351,303.00	12,869,783.00	22,403,605.00	9,533,822.00	57.4%	
200 Total Capital Expenditures	162,360.00	1,259,055.00	5,843,350.00	4,584,295.00	21.5%	Remodels/Staff vehicles/Communications

**RAINBOW FIRE PROTECTION SUBZONE
Tax Apportionments FY 21/22**

DATE	APP #	GROSS	REFUNDS & ADJUSTMENTS	FY 22/23 NET	FY 22/23 RUNNING	FY 21/22 NET	FY 21/22 RUNNING	
8/9/2022	1	5,530.34	48.63	5,481.71	5,481.71	3,485.61	3,485.61	
9/6/2022	2	2,605.04	77.21	2,527.83	8,009.54	2,353.69	5,839.30	
10/11/2022	3	6,255.30	512.16	5,743.14	13,752.68	250.46	6,089.76	
11/15/2022	4	17,587.07	394.13	17,192.94	30,945.62	18,070.26	24,160.02	
12/20/2022	5	129,885.82	291.12	129,594.70	160,540.32	116,210.26	140,370.28	
1/17/2023	6	61,930.66	1,084.27	60,846.39	221,386.71	60,865.13	201,235.41	
2/14/2023	7	14,719.09	274.85	14,444.24	235,830.95	15,037.48	216,272.89	
3/21/2023	8			-	235,830.95	10,410.11	226,683.00	
4/18/2023	9			-	235,830.95	110,517.41	337,200.41	
5/16/2023	10			-	235,830.95	19,338.01	356,538.42	
6/20/2023	11			-	235,830.95	7,159.27	363,697.69	
7/21/2023	12			-	235,830.95	1,819.41	365,517.10	
TOTAL YTD		238,513.32	2,682.37	235,830.95	235,830.95	216,272.89	216,272.89	
							Net Rev Increase	
							9.04%	

**NORTH COUNTY FIRE PROTECTION DISTRICT
Tax Apportionments FY 22-23**

DATE	APP #	GROSS	REFUNDS & ADJUSTMENTS	FY 22/23 NET	FY 22/23 RUNNING	FY 21/22 NET	FY 21/22 RUNNING
8/9/2022	1	256,012.74	2,250.61	253,762.13	253,762.13	173,711.95	173,711.95
9/6/2022	2	120,594.03	3,574.83	117,019.20	370,781.33	117,304.05	291,016.00
10/11/2022	3	289,573.05	23,708.01	265,865.04	636,646.37	159,907.38	450,923.38
11/15/2022	4	814,149.93	22,613.64	791,536.29	1,428,182.66	896,048.57	1,346,971.95
12/20/2022	5	5,999,243.79	13,478.19	5,985,765.60	7,413,948.26	5,278,038.19	6,625,010.14
1/17/2023	6	2,989,030.17	50,419.57	2,938,610.60	10,352,558.86	2,778,899.01	9,403,909.15
2/14/2023	7	695,232.45	12,772.87	682,459.58	11,035,018.44	696,683.03	10,100,592.18
3/21/2023	8			-	11,035,018.44	482,054.64	10,582,646.82
4/18/2023	9			-	11,035,018.44	5,112,420.76	15,695,067.58
5/16/2023	10			-	11,035,018.44	851,247.06	16,546,314.64
6/20/2023	11			-	11,035,018.44	333,757.61	16,880,072.25
7/21/2023	12			-	11,035,018.44	84,678.44	16,964,750.69
TOTAL YTD		11,163,836.16	128,817.72	11,035,018.44	11,035,018.44	10,100,592.18	10,100,592.18
Net Rev Increase							9.25%

**NORTH COUNTY FIRE PROTECTION DISTRICT
MONTHLY INVESTMENT REPORT**

February 28, 2023

FALLBROOK	BALANCE	INTEREST RATE	
County of San Diego/General Fund - FBK	3,957,561.35	0.02%	Operating
County of San Diego/General Fund - RNBW	2,135,994.46	0.02%	Operating
County of San Diego/Capital Reserve	408,761.63	0.02%	Capital Reserves
County of San Diego/Fire Mitigation Fund - FBK	1,610,604.45	0.02%	Mitigation Fees
County of San Diego/Fire Mitigation Fund - RNBW	4,141.04	0.02%	Mitigation Fees
Local Agency Investment Fund	6,830,669.08	2.17%	LAIF
Workers' Comp JPA	496,138.86	0.17%	PASIS Funds
Bank of America/PASIS	139,760.97	0.01%	
First National/Benefit Fund	157,762.27	0.35%	
First National/Payroll	155,487.38	0.35%	
First National/Accounts Payable	168,469.22	0.35%	
First National/Accounts Receivable	71,224.48	0.35%	
Pacific Western Bank/Accounts Receivable	394,765.80	0.00%	
TOTAL	16,531,340.99		

**NORTH COUNTY FIRE PROTECTION DISTRICT
COST RECOVERY FY 2022/2023**

<u>Month</u>	<u>Billed</u>	<u>Collected</u>	<u>YTD % Collected</u>	<u>Billing Fees</u>	<u>Net Revenue 22/23</u>	<u>Net Revenue 21/22</u>
7/31/2022	12,142.00	10,469.16	86.22%	2,093.83	8,375.33	4,339.34
8/31/2022	10,541.87	10,541.87	100.00%	2,108.37	8,433.50	6,430.83
9/30/2022	10,060.25	7,594.29	75.49%	1,518.86	6,075.43	4,172.36
10/31/2022	8,293.00	8,293.00	100.00%	1,658.60	6,634.40	6,391.00
11/30/2022	5,384.50	5,384.50	100.00%	1,076.90	4,307.60	1,960.00
12/31/2022	9,283.25	7,426.60	80.00%	1,485.32	5,941.28	7,167.80
1/31/2023	8,986.00	8,451.00	94.05%	1,690.20	6,760.80	4,576.08
2/28/2023	6,212.00	5,991.96	96.46%	1,198.39	4,793.57	5,148.97
3/31/2023			#DIV/0!	-	-	8,499.02
4/30/2023			#DIV/0!	-	-	7,442.98
5/31/2023			#DIV/0!	-	-	5,787.41
6/30/2023			#DIV/0!	-	-	5,161.01
TOTAL:	70,902.87	64,152.38	90.48%	12,830.48	51,321.90	40,186.38
					Net Rev Increase	27.71%

therecoveryhub.com
Ncfdpd1108 Chrome
Claims>reports

Document Date	Document Number	Vendor Name	Transaction Description	Document Amount
2/1/2023	122932	CASELLE, INC.	march 2023 support	866.00
2/1/2023	062997645X230122	DIRECTV	1/21-2/20	177.98
2/1/2023	180006343	INTERSTATE BATTERY OF SD	SHOP	554.08
2/1/2023	02012023	RUSTY WALLIS, INC	WATER SERVICE	130.00
2/1/2023	51038	Sherwin-Williams Co.	PAINT	55.45
2/1/2023	23NOCFPDN07	COUNTY OF SAN DIEGO - RCS	800 MHZ FIRE RADIOS	5,840.70
2/1/2023	23NOCFPDC07	COUNTY OF SAN DIEGO - RCS	CAP CODE JAN 23	52.50
2/1/2023	A9018C0D-0027	DIGITAL DEPLOYMENT, INC.	FEB 23 WEB MBMER	275.00
2/1/2023	501224	OSTARI	FEB 2023 IT SERVICES	1,850.00
2/1/2023	018135999	XEROX - PASADENA	UPSTAIRS XEROX	365.92
2/1/2023	018135998	XEROX - PASADENA	DOWNSTAIRS XEROX	143.81
2/1/2023	000019442131	AT&T	1/1-1/31	13.65
2/2/2023	7690-003 2/20/23	FALLBROOK PUBLIC UTILITY DISTR	1/6/23-2/2/23	282.10
2/2/2023	7690-002 2/20/23	FALLBROOK PUBLIC UTILITY DISTR	1/6-2/2	329.12
2/2/2023	0381456020223	TIME WARNER CABLE	2/2-3/1	346.28
2/2/2023	0381472020223	TIME WARNER CABLE	2/2-3/1	1,445.28
2/2/2023	122754396-0013	SUNBELT RENTALS	DIESEL GENERATOR	2,027.05
2/3/2023	511379	SOUTH COAST EMERGENCY VEHICLE SERV	ELEFLEX W MAGNET	271.49
2/5/2023	1500-00889395	ASBURY ENVIRONMENTAL SERVICES	environmental services	95.00
2/6/2023	162-2023-0006	INTEGRA REALTY RESOURCES	STEINKE VACANT LAND	3,725.00
2/6/2023	0000240012023	TIME WARNER CABLE	1/20-2/19	129.27
2/6/2023	1213	MAURICIO VARELA	EXTRA WORK/LABOR	773.48
2/6/2023	102565-026	COUNTY OF SAN DIEGO	ST 4 ASSET MANAGEMENT LOT	8,578.14
2/7/2023	367032	ACE LOCK & KEY	door re keyed	143.49
2/7/2023	00636	AFSS - SOUTHERN DIVISION	AFSS GOSS FEE	35.00
2/8/2023	10840	JIM'S SIGN SHOP	EXPLORER STICKERS	258.60
2/8/2023	INV674857	L.N. CURTIS & SONS	BRUSH COATS	136.37
2/8/2023	03/2023	Employee Benefit Specialists, Inc.	ebs march 2023	10,529.98
2/9/2023	511466	SOUTH COAST EMERGENCY VEHICLE SERV	PROE FOAM LEVEL	785.87
2/9/2023	511465	SOUTH COAST EMERGENCY VEHICLE SERV	SEAT BELT	546.34
2/9/2023	511461	SOUTH COAST EMERGENCY VEHICLE SERV	SWITCH DOOR, PROX SWITCH	94.18
2/9/2023	VS0102628	UNIFORM SPECIALIST/ACE UNIFORMS	UNI	61.69
2/9/2023	VS0102627	UNIFORM SPECIALIST/ACE UNIFORMS	PANTS ZARAGOZA	61.69
2/10/2023	245706	All-Star Fire Equipment	paur turnouts	3,061.18
2/10/2023	5269 2/10/23	RAINBOW MUNICIPAL WATER DIST	1/11-2/10	171.92
2/10/2023	5274 2/10/23	RAINBOW MUNICIPAL WATER DIST	1/11-2/10	14.81
2/10/2023	EI01444560	EIDE BAILLY	JAN 2023	11,310.15
2/11/2023	0417565021123	TIME WARNER CABLE	2/11-3/10	107.98

Document Date	Document Number	Vendor Name	Transaction Description	Document Amount
2/13/2023	296635	BURKE, WILLIAMS & SORENSEN, LLP	JAN 2023 SERVICES	5,967.50
2/13/2023	296636	BURKE, WILLIAMS & SORENSEN, LLP	AMR WEST	220.00
2/13/2023	0010122664	Capital One Public Funding	ST 5 LOAN PYMT	119,500.50
2/13/2023	2022-036919	CHARLES CLARK	AMB FEES	2,440.53
2/13/2023	DEH2004-HUPFP-204354	CO. OF SAN DIEGO, DEH	DEH PERMIT	548.00
2/13/2023	DEH2004-HUPFP-204352	CO. OF SAN DIEGO, DEH	PROGRAM FACILITY PERMIT	633.00
2/13/2023	02/2023	FALLBROOK OIL COMPANY	FBK OIL STMT 1 FEB	6,075.86
2/13/2023	11670	Southwest Lift & Equipment, Inc.	annual service/ inspection	1,550.00
2/14/2023	2022-070743	BLUE CROSS OF CALIF.	amb fees	1,951.29
2/14/2023	2022-025652	BLUE SHIELD OF CA	amb fees	3,288.80
2/14/2023	2022-029843	STEPHEN BRITSCHGI	amb fees	47.00
2/14/2023	2022-066751	THOMAS BROOKS	AMB FEES	124.22
2/14/2023	2021-073422	RIGOBERTO MORALES GARFIAS	AMB FEES	2,476.50
2/14/2023	2022-058729	HERBERT HILL	AMB FEES	1,281.13
2/14/2023	1171513	MICHAEL BAKER INTERNATIONAL	TITLE REVIEW/ST 4	16,840.00
2/14/2023	2022-026980	PALOMAR HEALTH ENCINO	AMB REFUND	398.84
2/14/2023	15313	PETERS PAVING & GRADING, INC.	DAMAGE REPAIR	500.00
2/14/2023	2022-029515	SYRIL WHITLOCK	AMB REFUND	75.00
2/14/2023	44902	LineGear	WILDLAND BOOTS	1,221.99
2/14/2023	04P27638	San Diego Friction Products, Inc.	gradient opti scenelight	632.84
2/15/2023	03/2023	LEGAL SHIELD	FEB 2023 STMT	458.60
2/15/2023	INV676705	L.N. CURTIS & SONS	hard section hose	339.76
2/16/2023	CSDA DINNER 2/16/23	CSDA - SAN DIEGO CHAPTER	CSDA meeting dinner w pike	120.00
2/16/2023	1446	FIRST ALARM WELLNESS	DEC 2022	2,900.00
2/16/2023	19896	Advanced Communication Systems, Inc.	mobile radio mount kit	10,605.45
2/19/2023	03/2023	THE STANDARD	MARCH STMT 2023	580.00
2/20/2023	0000240022023	TIME WARNER CABLE	2/20-3/19	149.95
2/22/2023	111	SERGIO RAMIREZ	BACKFLOW ST 3	250.00
2/22/2023	062997645X230222	DIRECTV	rainbow cable	190.23
2/22/2023	R186762	Five Alarm Security	march to may monitoring	189.00
2/23/2023	1-23-23	US BANK GOVERNMENT SERVICES	us bank 1/23/23	12,266.62
2/23/2023	7690 3/10/23	FALLBROOK PUBLIC UTILITY DISTR	1/24-2/23	52.09
2/23/2023	7690-001 3/10/23	FALLBROOK PUBLIC UTILITY DISTR	1/24-2/23	712.25
2/23/2023	022289	PROPANE WEST COAST	st 2 propane	321.81
2/23/2023	022290	PROPANE WEST COAST	st 4 propane	519.58
2/23/2023	9396	SUPERIOR RAINGUTTERS	repair raingutter or downspout	675.00
2/24/2023	010820 3/21/23	RAINBOW MUNICIPAL WATER DIST	1/25-2/24	54.40
2/24/2023	005269-001 3/21/23	RAINBOW MUNICIPAL WATER DIST	1/25-2/24	274.79

2/24/2023	57565	Uniform Plus	ladies jacket, uniform	471.07
2/24/2023	57560	Uniform Plus	oppenborn jacket patch	161.23
Document Date	Document Number	Vendor Name	Transaction Description	Document Amount
2/24/2023	57557	Uniform Plus	willard uniform	337.50
2/24/2023	57558	Uniform Plus	perona uniform	441.16
2/24/2023	57559	Uniform Plus	oppenborn uniform	441.16
2/24/2023	57561	Uniform Plus	anaya jacket/patch	161.23
2/24/2023	57562	Uniform Plus	lievanos uniform	738.62
2/24/2023	57564	Uniform Plus	nixon uniform	337.50
2/24/2023	57563	Uniform Plus	anaya uniform	441.16
2/27/2023	10102	World Landscape	feb 2023	396.43
2/28/2023	JAN + FEB 2023	D.F. Cleaning Service	jan + feb 2023	1,175.00
2/28/2023	02/2023	ERICKSON-HALL CONSTRUCTION	application no 7, feb billing	6,836.00
2/28/2023	02/2023 2	FALLBROOK OIL COMPANY	feb fuel 2	3,635.16
2/28/2023	10881	JIM'S SIGN SHOP	farmer helmet decals	34.48
2/28/2023	00580772-00581923	SPECTRUM GAS PRODUCTS	spectrum gas stmt	1,987.50
2/28/2023	02/2023	VELOCITY TRUCK CENTERS	feb 2023 stmt	3,331.02

**NORTH COUNTY FIRE PROTECTION DISTRICT
AMBULANCE REVENUE FY 2022-2023**

MONTH	BILLED	CONTRACTUAL WRITE DOWNS	TOTAL AR		BAD DEBT WRITE-OFFS	REFUNDS	ADJ AR	DEPOSITS RECIEVED	BILLING FEES	FY 22-23 NET REVENUE	FY 21-22 NET REVENUE
			FY 22-23	FY 21-22							
7/31/2022	1,005,715.27	663,008.61	342,706.66	317,581.59	83,366.70	-	259,339.96	286,066.64	16,869.08	269,197.56	203,815.33
8/31/2022	771,213.15	578,634.09	192,579.06	315,611.85	55,288.70	-	137,290.36	276,934.78	16,339.15	260,595.63	202,470.25
9/30/2022	1,203,845.51	749,103.22	454,742.29	257,596.92	47,669.25	10,692.16	396,380.88	259,622.00	14,686.86	244,935.14	232,506.80
10/31/2022	1,171,138.51	777,063.23	394,075.28	264,909.36	49,515.13	-	344,560.15	287,858.93	16,965.71	270,893.22	177,745.72
11/30/2022	1,316,442.53	844,778.41	471,664.12	334,820.00	31,230.75	-	440,433.37	314,273.71	18,345.99	295,927.72	214,112.18
12/31/2022	1,151,678.16	814,368.68	337,309.48	283,553.48	9,765.96	1,417.68	326,125.84	306,265.78	17,970.99	288,294.79	212,638.48
1/31/2023	1,163,518.87	714,806.07	448,712.80	283,859.12	35,145.79	8,126.46	405,440.55	273,190.13	15,638.76	257,551.37	186,310.11
2/28/2023	1,214,876.96	756,226.83	458,650.13	317,155.17	95,597.96	3,956.85	359,095.32	304,363.68	17,724.00	286,639.68	268,706.46
3/31/2023			-	293,371.47			-			-	238,344.75
4/30/2023			-	342,618.35			-			-	203,388.19
5/31/2023			-	270,706.20			-			-	240,142.45
6/30/2023			-	302,374.55			-			-	226,968.54
TOTAL:	8,998,428.96	5,897,989.14	3,100,439.82	2,375,087.49	407,580.24	24,193.15	2,668,666.43	2,308,575.65	134,540.54	2,174,035.11	1,698,305.33
					Net A/R Change		30.54%			New Revenue Change	28.01%



NORTH COUNTY FIRE PROTECTION DISTRICT

POLICY AND PROCEDURE MANUAL

ADMINISTRATION
RULES AND REGULATIONS
JOB DESCRIPTIONS

SECTION 225.06
March 28, 2023 ~~September 21, 2021~~
Page 1 of 13

FIRE CAPTAIN (FIRE CAPTAIN/PARAMEDIC)

1.0. **PURPOSE:**

- 1.1. To provide a description of the physical requirements for, the qualifications for, and the duties and responsibilities of employment within this classification with the North County Fire Protection District.

2.0. **POLICY:**

- 2.1. All members classified in the position described herein shall meet all physical requirements, personal and professional qualifications, and shall perform the stated duties and responsibilities, and all other duties as assigned. This job analysis was conducted by Job Analysis Inc. via interview with employees from each of the classifications. The format of each job description is in its original version as disseminated by Job Analysis Inc.

3.0. **INTENT:**

- 3.1. The intent of this policy is to provide an overview of the abilities necessary to appropriately function within the specified classification. It is also the intent to provide an overview of the typical duties and responsibilities of the stated position. This job analysis is not intended to delineate every facet of a particular job classification; other duties and responsibilities may be assigned as appropriate.

4.0. **ESSENTIAL FUNCTIONS JOB ANALYSIS:**

JOB TITLE: Captain-Paramedic

EMPLOYER: North County Fire Protection District
330 S. Main Avenue
Fallbrook, CA 92028-2938
Phone: (760) 723-2005; Fax (760) 723-2072

DATE WRITTEN: May 12, 1998

UPDATES: October 29, 2012 (Format Only)
March 25, 2014
November, 2020
September 21, 2021



NORTH COUNTY FIRE PROTECTION DISTRICT

POLICY AND PROCEDURE MANUAL

ADMINISTRATION
RULES AND REGULATIONS
JOB DESCRIPTIONS

SECTION 225.06
March 28, 2023~~September 21, 2024~~
Page 2 of 13

FIRE CAPTAIN (FIRE CAPTAIN/PARAMEDIC)

5.0. GENERAL JOB DESCRIPTION:

5.1. Captains are assigned to one of five stations where (during assigned shift) they are responsible for all safety personnel under the rank of captain. On incidents, Captains are responsible for overall management of the incident and the personnel who respond. If a Chief Officer is assigned to the incident they would assume overall management authority. Each Captain may be responsible to oversee a special program/project area. There are typically seasonal variances in types of incidents, with more structural fires and river/flood rescues during winter months, and more wildland fires during summer months, more vehicle accidents in wet weather, etc.

5.2. WORK HOURS:

5.2.1. An average of eight, 24-hour shifts are worked in a 24-day work cycle, equaling an average 56-hour workweek. Regularly scheduled activities and emergency call responses are performed from 8:00 a.m. to 5:00 p.m. Emergency call responses are performed throughout the remainder of the shift. Mandatory overtime hours are worked as needed. During "regular work hours," employees are provided two, 15-minute breaks and a 60-minute lunch break.

5.3. EDUCATION:

5.3.1. A high school diploma or GED equivalent is required.

5.3.2. DESIRABLE EDUCATION:

- 5.3.2.1. An Associate's Degree in Fire Science, Business Management, Public Administration or related field; and/or
- 5.3.2.2. A Bachelor's Degree in Fire Science, Business Management, Public Administration or related field; and
- 5.3.2.3. OSFM Instructor 1 Certification; and
- 5.3.2.4. ICS 400; and
- 5.3.2.5. L-280.

5.4. EXPERIENCE/CERTIFICATIONS/LICENSES:

5.4.1. MINIMUM REQUIREMENTS :

- 5.4.1.1. A minimum five (5) years full-time experience as a Safety employee with the District or five (5) years combined experience between the District and another full-time career Safety position with successful completion of probation.



NORTH COUNTY FIRE PROTECTION DISTRICT

POLICY AND PROCEDURE MANUAL

ADMINISTRATION
RULES AND REGULATIONS
JOB DESCRIPTIONS

SECTION 225.06
March 28, 2023~~September 21, 2024~~
Page 3 of 13

FIRE CAPTAIN (FIRE CAPTAIN/PARAMEDIC)

- 5.4.1.2. Shall be State Certified as a Paramedic.
- 5.4.1.3. Shall have completed prior to the filing deadline:

- 5.4.1.3.1. One (1) year as an Acting Engineer or;
- 5.4.1.3.2. One (1) year in grade as Engineer or;
- 5.4.1.3.3. Combined time of 1 year as an Acting Engineer and time in grade as Engineer.

5.4.1.4. Must have a California OSFM Fire Officer certification or have completed all of the educational prerequisites for Company Officer as specified by the Office of the State Fire Marshal, including CSTI Hazardous Materials Incident Commander. ~~Must also have completed the required training for the position of Engine Boss per current CICCIS Qualification Guide or be Engine Boss Certified and Blue Card Incident Commander certified. Must also have completed the required skills ("S" courses) training for the position of Engine Boss per current CICCIS Qualification Guide or be Engine Boss Certified. Gap or "G" courses do not meet this training requirement. Blue Card Incident Commander certification is also required.~~

~~5.4.1.4.~~

- 5.4.1.5. Within six (6) months of successful completion of probationary period, Employee shall apply for California OSFM Company Officer Certification.
- 5.4.1.6. These licenses/certifications must be maintained while in position.
- 5.4.1.7. If an Employee on promotional probation (12 months) does not meet acceptable performance standards or voluntarily surrenders the position, they will revert to their former regular position.

5.4.2. **KNOWLEDGE OF:**

- 5.4.2.1. Emergency rescue procedures and practices involving fire, chemical, or other threats;
- 5.4.2.2. Firefighting principles, techniques and principles of hydraulics applied to fire suppression;
- 5.4.2.3. Modern fire prevention and suppression methods, fire behavior and basic fire chemistry;
- 5.4.2.4. ICS;
- 5.4.2.5. Advanced life support and principles of EMS delivery;
- 5.4.2.6. Personnel management principles;
- 5.4.2.7. Departmental rules and regulations on fire prevention, safety, fire codes, and rescue methods to include State laws and municipal codes and ordinances related to fire prevention and inspection work;



NORTH COUNTY FIRE PROTECTION DISTRICT

POLICY AND PROCEDURE MANUAL

ADMINISTRATION
RULES AND REGULATIONS
JOB DESCRIPTIONS

SECTION 225.06

March 28, 2023 ~~September 21, 2021~~

Page 4 of 13

FIRE CAPTAIN (FIRE CAPTAIN/PARAMEDIC)

- 5.4.2.8. Hazardous, toxic and/or explosive materials; and
 - 5.4.2.9. Area terrain, geography, roadways and other relevant characteristics.
 - 5.4.2.10. Principles and practices of effective employee supervision, training, work evaluation and discipline;
 - 5.4.2.11. Administrative practices including planning and budget needs;
 - 5.4.2.12. Time management and leadership principles;
 - 5.4.2.13. Monitoring relevant expenditures and compliance with purchase and requisition processes;
 - 5.4.2.14. Principles, techniques, strategy, materials and equipment used in fire suppression, investigation and prevention, rescue and related emergency responses, Hazardous material and chemical spill responses
- 5.4.3. **ABILITY TO:**
- 5.4.3.1. Perform strenuous work under adverse conditions for sustained periods of time;
 - 5.4.3.2. React quickly and calmly and perform command functions in emergency situations;
 - 5.4.3.3. Supervise and coordinate operation and maintenance of department apparatus and tools;
 - 5.4.3.4. Supervise, manage and plan day-to-day operations of company; supervise direct, counsel and discipline subordinates;
 - 5.4.3.5. Interpret and enforce laws, ordinances, statutes and other regulations;
 - 5.4.3.6. Inspect or supervise inspections or commercial or residential occupancies;
 - 5.4.3.7. Plan, coordinate, develop, schedule, implement and evaluate various training programs;
 - 5.4.3.8. Perform or supervise fire and arson investigations;
 - 5.4.3.9. Prepare and maintain department reports, records and budgets; Comprehend and follow specific instructions, policies and procedures;
 - 5.4.3.10. Perform simple and repetitive tasks, or short cycle work;
 - 5.4.3.11. Maintain a work pace appropriate to a given work load;
 - 5.4.3.12. Relate to other people beyond giving and receiving instructions;
 - 5.4.3.13. Influence people;
 - 5.4.3.14. Perform complex or varied tasks;
 - 5.4.3.15. Make generalizations, evaluations or decisions without immediate supervision;
 - 5.4.3.16. Accept and carry out responsibility for direction, control and planning.



NORTH COUNTY FIRE PROTECTION DISTRICT

POLICY AND PROCEDURE MANUAL

ADMINISTRATION
 RULES AND REGULATIONS
 JOB DESCRIPTIONS

SECTION 225.06
March 28, 2023 ~~September 21, 2021~~
 Page 5 of 13

FIRE CAPTAIN (FIRE CAPTAIN/PARAMEDIC)

6.0. ESSENTIAL FUNCTIONS:

6.1. FREQUENCIES – DAILY (BASED ON A 12-HOUR DAY):

OCCASIONAL: Up to 1/3 of the time;
 FREQUENT: 1/3 to 2/3 of the time; and
 CONTINUOUS: 2/3 or more of the time.

6.2. STRENGTH: Refer to U.S. Dept. of Labor Strength Levels/Categories.

ESSENTIAL FUNCTIONS	FREQUENCY	STRENGTH
1. Performs firefighting activities: controls and extinguishes structural and wildland fires; protects lives and property during fires; responds to fire alarms by donning protective clothing; drives or rides to emergency sites; pulls hoses and directs water or chemicals onto fires; creates openings for entrance to structures; performs and/or assists with fire rescues; positions and climbs ladders; protects property from water and smoke; creates fire breaks; operates all necessary apparatus and equipment; and related activities.	Occasional to Continuous	Very Heavy
2. Directs and oversees firefighters and engineers in firefighting activities: responds to alarms and directs routes to fires; assesses situation; determines and communicates methods to be employed; determines needs for additional units; maintains charge of firefighters, equipment, and apparatus in absence of Chief; and related activities all performed simultaneously with Function 1.	Occasional to Continuous	Medium
3. Responds to emergency medical situations and convalescent medical situations (non-emergency); responds, drives and/or rides to sites; administers BLS (basic life support) treatment to patients; extricates patients from vehicles or confined spaces using hydraulic and pneumatic mechanical advantage systems; performs above or below grade rescues, confined space rescues, and flood/river rescues using rope rescue and other equipment; and related activities.	Occasional to Continuous	Very Heavy
4. Direct and oversees firefighters engaged in responses to emergency medical situations and convalescent medical situations (non-emergency): responds to alarms and selects/directs route to site; assesses situation; determines and communicates extrication and/or BLS methods to be employed; determines needs for additional units; maintains charge of firefighters, equipment, and apparatus in absence of Chief; and related activities all performed simultaneously with Function 3.	Occasional to Continuous	Medium
5. Performs general supervision of an up to three firefighters and one engineer at an assigned station: enforces policies, procedures, and regulations; carries out disciplinary actions; participates in annual employee evaluations; and related duties.	Occasional	Light
6. Investigates fires to determine origin and cause.	Occasional	Light
7. Performs, delegates, and oversees vehicle and apparatus maintenance, inspections; performs minor repairs to vehicles; reports defects to shop personnel; fuels vehicles; performs daily and scheduled inspections and maintenance activities; ensures operational readiness of all assigned apparatus and equipment; and stock related supplies.	Occasional	Heavy
8. Ensures, stocks, and maintains sufficient medical supplies including medications and controlled substances.	Occasional	Light



NORTH COUNTY FIRE PROTECTION DISTRICT

POLICY AND PROCEDURE MANUAL

ADMINISTRATION
 RULES AND REGULATIONS
 JOB DESCRIPTIONS

SECTION 225.06
March 28, 2023 ~~September 21, 2021~~
 Page 6 of 13

FIRE CAPTAIN (FIRE CAPTAIN/PARAMEDIC)

9. Participates in and directs station and grounds maintenance per weekly schedules including housekeeping, cleaning, lawn mowing, raking, etc.	Occasional	Light to Medium
10. Performs and oversees Company Inspections per quarterly schedules: advises businesses/individuals of fire codes, fire hazards, chemical hazards, etc. Each business or commercial building is to be inspected once per year. Twenty occupancies are inspected per quarter.	Continuous	Light
11. Performs and oversees Wildland/Urban Interface Inspections in Fire Mitigation Zones.	Continuous	Light to Medium
12. Directs and participates in training, drills and evaluations. By law, 20 hours of training per month is required. Training or drills are conducted in-house (one station) or in combined drills with two to three other stations.	Occasional to Frequent	Sedentary to Very Heavy
13. Directs and participates in physical training activities. Includes running, bikes, and/or weight lifting. May devise specific program for employees. As performance of other functions allows, one and a half (1.5) hours per day are spent performing these activities. (Each station has physical training area/equipment. 40% to 50% of staff have signed and participate in Department Physical Training program.)	Occasional	Medium to Heavy
14. Completes and maintains appropriate logs, paperwork, computer databases, and documentation. Includes California Fire Incident Reports, narratives, critiques, training records, etc.	Occasional	Sedentary
15. Attends scheduled meetings, monthly management meeting, participates in special committee activities, etc.	Occasional	Sedentary
16. Participates in public education activities, provides station tours, Fire Awareness Week, and other public education activities as requested.	Occasional	Light
17. May serve as the Acting Chief Officer in Battalion Chief's absence.	Continuous	Medium/ Sedentary

Note: Employees may be selected to participate in the State of California OES program and/or the North Zone ICS (Incident Command System). Under the OES and in exchange for the use of an OES fire protection apparatus, any three or four (depending on the apparatus) qualified employees can be selected to participate in an emergency response anywhere in the State of California. The North Zone ICS exists to ensure a readily accessible pool of qualified personnel to respond to incidents and events such as multi-casualty incidents, search and rescue missions, transportation accidents, major natural disasters, planned events and similar occurrences. The North Zone ICS includes 13 area departments. Employees are certified to participate in designated capacities based on training, certifications, and fitness.

6.3. TYPES OF MACHINES, TOOLS AND EQUIPMENT USED ON THE JOB:

- 6.3.1. Medical supplies (rubber gloves, tape, etc.), medical equipment (defibrillators, backboard, scoop stretcher, drug box, gurney, oxygen tanks, etc.), hydraulic/pneumatic rescue equipment, hoses, fire nozzle, fire extinguisher, extrication tools, forced smoke ejector, rams, streeper kit, chain saws, rotary saws, rope rescue equipment, various hand tools, fans, portable generators, water vacuum, air chisel, float-a-pump, shovel, ax, pike poles, rake, broom, pry bar, brush hooks, Pulaski, mechanic's tools, ladders, radio, headsets, breathing apparatus, combustible gas indicator, fire shelters, lawn mower, housekeeping equipment, etc.



NORTH COUNTY FIRE PROTECTION DISTRICT

POLICY AND PROCEDURE MANUAL

ADMINISTRATION
RULES AND REGULATIONS
JOB DESCRIPTIONS

SECTION 225.06
March 28, 2023~~September 21, 2024~~
Page 7 of 13

FIRE CAPTAIN (FIRE CAPTAIN/PARAMEDIC)

6.4. VEHICLES/MOVING EQUIPMENT DRIVEN ON THE JOB:

6.4.1. Varied firefighting and emergency medical vehicles including Heavy Rescue (fire, vehicle extrication, swift water rescue, etc.), Brush Unit (Type III, off-road, grade rescues, etc.), Residential (Type I, paved surface), Paramedic (ALS and BLS Ambulances), OES (Cal. State provided apparatus), EOC (Emergency Operations Center vehicle), and others.

6.4.1.1. **Note:** Due to the nature of the essential functions of this position, physical factors vary significantly from day-to-day and are more or less demanding in some circumstances. Representative, commonly encountered frequencies and durations are indicated.

6.5. ENDURANCE (Primary Demands):

6.5.1. **STANDING:**

FREQUENCY: Occasional to Frequent - from 3 to 6 hours per shift.

DURATION: Average of 30 to 90 seconds; common maximums of 5 minutes. Durations refer to time spent without moving/lifting the feet; the employee may stay in one area with little movement for durations of 30 to 60 minutes.

SURFACES: Concrete, asphalt, soil, uneven soil, wet soil, gravel/rock, ladder steps/rungs, sloped or pitched surfaces, roofs, slippery surfaces, vehicles in motion, etc.

CURRENTLY PERFORMED IN FUNCTION NUMBERS: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, and 16.

6.5.2. **WALKING:**

FREQUENCY: Frequent to Continuous, from 7 to 12 hours per shift.

DURATION: Averages of 50 to 200 feet; maximums of one mile or more.

SURFACES: Concrete, asphalt, soil, uneven soil, wet soil, gravel/rock, ladder steps/rungs, sloped or pitched surfaces, roofs, slippery surfaces, vehicles in motion, etc. Walking long distances is often performed in rugged, mountainous terrain.

CURRENTLY PERFORMED IN FUNCTION NUMBERS: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, and 16.



NORTH COUNTY FIRE PROTECTION DISTRICT

POLICY AND PROCEDURE MANUAL

ADMINISTRATION
RULES AND REGULATIONS
JOB DESCRIPTIONS

SECTION 225.06
March 28, 2023~~September 21, 2021~~
Page 8 of 13

FIRE CAPTAIN (FIRE CAPTAIN/PARAMEDIC)

6.5.3. **SITTING:**

FREQUENCY: Occasional to Frequent, from 2 to 6 hours per day.

DURATION: Average of 5 to 30 minutes; maximums up to 2 hours.

SEAT STRUCTURE: Bench and individual vehicle seats, office chairs, floor, ground, etc.

CURRENTLY PERFORMED IN FUNCTION NUMBERS: 1, 2, 3, 4, 5, 7, 8, 10, 11, 12, 13, 14, 15, and 16.

6.6. **PHYSICAL AGILITY (Primary Demands):**

KNEELING, SQUATTING OR CROUCHING: Occasional to Frequent, from 10 minutes to 2 hours per day.

CRAWLING: Ten minutes (10) to 2 hours per day.

LYING PRONE/SUPINE: Zero to 30 minutes.

CLIMBING: 15-60 minutes total. (Ladders, grades, stairs, vehicles, etc.) Various vehicle steps/risers measured at 14-24."

CURRENTLY PERFORMED IN FUNCTION NUMBERS: 1, 2, 3, 4, 6, 7, 8, 9, 10, 11, 12 and 13.

6.7. **STRENGTH (Primary Demands):**

6.7.1. **LIFTING/CARRYING:**

FREQUENCY: Occasional to Continuous, from 90 minutes to 12 hours per shift.

DURATION: Average of 5 to 90 seconds; maximum depends upon situation. The employee may support weights for as long as 30 minutes when holding/supporting accident victims, backboards and extraction tools; supported using hands/arms, legs, shoulders and back as appropriate. Includes the up to 40 pounds of equipment (Turnouts - with breathing apparatus) worn on the body.

DISTANCES: Average of 50 to 150 feet; maximums of 1 mile or more.

WORK PERFORMED: To lift/carry/position hoses, equipment, debris, victims, etc. Performed in conjunction with walking, standing, reaching at all levels, bending/stooping, twisting, squatting/kneeling, pushing/pulling, gripping and grasping.

WITH THE: Bilaterally, either hand independently, shoulders, waist/belt, back, etc.

WEIGHTS: The employee lifts/carries alone and with assistance a wide range of objects and weights from hand tools to victims. Specific items include 2½" fire nozzle - 18 lbs., 100 foot 2½" hose with single jacket - 24 lbs., 50 foot 2½" hose with coupling structure - 33 lbs., hose pack - 45 lbs., K-12 circular saw - 35 lbs., fire extinguisher - 36 lbs., Blower - 47 lbs., Viking extrication tool - 43 lbs., Forced air ejector - 45 lbs., 16 foot extension ladder - 46 lbs., 14' roof ladder - 47 lbs., 24' ladder - 80 lbs., 30' ladder - 100 lbs., rams - 25 to 50 lbs., Hurst extrication tool with hoses attached - 75 lbs., chains for Hurst tool - 81 lbs., tool box - 83 lbs., gurney - 80 lbs., Amkus power unit - 102 lbs., Amkus spreader - 47.5 lbs., Blackhawk extension kit - 87 lbs., and streeper kit - 132 lbs. Victims lifted with assistance may weigh up to 350 pounds. The lift/pull force required to slide from the ambulance a gurney holding a 245 lb. man was measured at 125 pounds (~4' to point gurney wheels lock and support gurney). One and two-arm lift/pull required to open hose bed cover (71 and 126 lbs.).



NORTH COUNTY FIRE PROTECTION DISTRICT

POLICY AND PROCEDURE MANUAL

ADMINISTRATION
RULES AND REGULATIONS
JOB DESCRIPTIONS

SECTION 225.06
March 28, 2023 ~~September 21, 2021~~
Page 9 of 13

FIRE CAPTAIN (FIRE CAPTAIN/PARAMEDIC)

LEVELS: All weights may be lifted to mid-torso level; weights to 75 pounds may be lifted without assistance to shoulder level and above.

CURRENTLY PERFORMED IN FUNCTION NUMBERS: 1, 2, 3, 4, 6, 7, 8, 9, 10, 11, 12 and 13.

6.7.2. PUSHING/PULLING:

FREQUENCY: Occasional to Continuous, from 30 minutes to 8 hours per shift.

DURATION: Average of 10 to 90 seconds; maximums depend upon situation.

WORK PERFORMED: To move/position doors, fire hose, debris, equipment, patients/victims, tools, exercise equipment, foot controls, etc., with and without assistance.

WITH THE: Bilaterally, either hand independently, legs, shoulder.

WEIGHTS/FORCES: Push/pull forces are estimated from very light to very heavy. 50' of one and one-half inch fire hose holds nine gallons of water; 50' of two and one-half inch hose holds 12 ½ gallons of water. These water weights alone are approximately 76 and 106 pounds and are pulled over varied surfaces, debris, and obstructions. Vehicle extractions, rope rescues, work on grades, etc. required push/pull actions at all levels. For example, pulling back the roof of a vehicle to extricate a passenger. Specific force measurements obtained using the Chatillon Digital Force Measurement device are as follows: one-arm pulls (upward motion from ~knee level to shoulder) to start motors on chain saws - 24 to 31 lbs. force, blower - 61 lbs. force, generator - 60 to 76 lbs.; one and two-arm pulls to raise 28' extension ladder (downward pulls on rope) - 90 to 105 lbs.; one and two-arm lift/pull upward from foot-level required to open hose bed cover - 71 and 126 lbs.; maximum force encountered (often over shoulder) when pulling out 150' of 2½" hose (dry) - 77 lbs., and when pulling out 100' of 4" hose (dry) - 86 lbs. Shoulder level and above push/pull forces may reach approximately 75 pounds of force. Heavy upward jabs and downward pulls are required to remove drop ceilings at fire sites.

LEVELS: Approximately 20% below waist level; 70% waist to chest level; 10% shoulder level and above.

CURRENTLY PERFORMED IN FUNCTION NUMBERS: 1, 2, 3, 4, 6, 7, 8, 9, 10, 11, 12, and 13.

6.8. PHYSICAL AGILITY (Primary Demands):

BALANCING: Occasional to Frequent, 15 minutes to 4 hours total for durations of 30 seconds up to 30 minutes per occurrence.

BENDING/SOOPING: Occasional to Frequent bending/stooping is performed from 15 minutes up 4 hours per shift. Average durations of 10 to 90 seconds; maximum durations of 5 minutes. Averages of 45 degrees; maximums approximately 90 degrees.

RUNNING: Required to evade threat from fire or animals, to respond in emergencies, etc.

TWISTING/TURNING: Required to evade threat from fire or animals, to respond in emergencies, etc.

CURRENTLY PERFORMED IN FUNCTION NUMBERS: 1, 2, 3, 4, 6, 7, 8, 9, 10, 11, 12 and 13.



NORTH COUNTY FIRE PROTECTION DISTRICT

POLICY AND PROCEDURE MANUAL

ADMINISTRATION
RULES AND REGULATIONS
JOB DESCRIPTIONS

SECTION 225.06
March 28, 2023 ~~September 21, 2021~~
Page 10 of 13

FIRE CAPTAIN (FIRE CAPTAIN/PARAMEDIC)

6.9. DEXTERITY (Primary Demands):

6.9.1. REACHING:

SHOULDER LEVEL OR ABOVE: Occasional from 30 minutes to 2 hours per shift for average durations of 30 to 60 seconds; maximum durations up to 5 minutes. (Vehicle handholds at 68", roll-up door on heavy rescue at 87", etc.)

WAIST TO CHEST LEVEL: Occasional to Continuous waist to chest level reaching is performed from 2 to 8 hours per shift. Average durations of 1 to 5 minutes; maximum durations of 60 minutes each occurrence. With partial to full extensions of the arms.

BELOW WAIST LEVEL: Occasional to Continuous below waist level reaching is performed from 2 to 8 hours per shift. Average durations of 1 to 5 minutes; maximum durations of 60 minutes each occurrence. With partial to full extensions of the arms.

CURRENTLY PERFORMED IN FUNCTION NUMBERS: 1, 2, 3, 4, 6, 7, 8, 9, 10, 11, 12 and 13.

5.1.1. HANDLING/FINGERING – FINGER DEXTERITY:

FREQUENCY: Occasional to Continuous from 3 up to 12 hours per shift.

DURATION: Average of 10 to 90 seconds; maximum of 30 minutes at each occurrence.

TYPE: Simple, firm and power whole-hand grasping.

WITH THE: Bilaterally and either hand independently.

WORK PERFORMED: Performed in conjunction with reaching, lifting, carrying, pushing, pulling, reaching, torquing, against resistance, supporting weight. More predominant with major hand to manipulate hand and power tools.

CURRENTLY PERFORMED IN FUNCTION NUMBERS: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 14.

6.9.2. HANDLING/FINGERING – FINGER DEXTERITY:

FREQUENCY: Occasional from 2 to 3 hours per day (currently). Records currently prepared and maintained on paper forms will in the coming months be computerized. It is anticipated that computer-keyboarding requirements will increase from 1 to 2 hours to 2 to 4 hours per shift.

DURATION: Average of 10 to 30 seconds; maximums of 5 minutes.

WITH THE: Dominant hand (handwriting), either hand independently, both hands (keyboard).

WORK PERFORMED: To prepare/update logs, reports, schedules, evaluations, training materials, personnel files, etc.; to handle tools, bolts, fasteners; to manipulate medical devices and perform medical procedures; to use keys, switches, toggles, etc.

CURRENTLY PERFORMED IN FUNCTION NUMBERS: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, 15 and 16.

6.9. DEXTERITY, CONTD.:



NORTH COUNTY FIRE PROTECTION DISTRICT

POLICY AND PROCEDURE MANUAL

ADMINISTRATION
RULES AND REGULATIONS
JOB DESCRIPTIONS

SECTION 225.06
March 28, 2023~~September 21, 2024~~
Page 11 of 13

FIRE CAPTAIN (FIRE CAPTAIN/PARAMEDIC)

TWISTING: Occasional twisting of the wrists is performed 30 to 90 minutes per shift. Average durations of 2 to 4 seconds; maximum durations of 10 seconds.

WRIST FLEXION/EXTENSION: Occasional flexion/extension is performed 1 to 3 hours per shift. Average durations of 10 to 30 seconds; maximum durations of 30 minutes.

WRIST – RADIAL/ULNAR: Occasional radial side and ulnar side deviation is required 10 to 30 minutes per shift. Average durations of 1 to 3 seconds; maximum durations of 5 seconds.

CURRENTLY PERFORMED IN FUNCTION NUMBERS: 1, 2, 3, 4 and 5.

6.10. CERVICAL MOVEMENT:

EXTENSION: Occasional extension (looking up) is performed 1 to 2 hours per shift. Average durations of 5 seconds; maximum durations of 20 minutes.

ROTATION: Occasional to Frequent rotation of the neck is performed 1 to 5 hours per shift. Average durations of 10 to 20 seconds; maximum durations of 5 minutes.

FLEXION: Occasion to Frequent flexion (looking down) of the neck is performed 1 to 4 hours per shift. Average durations of 10 to 20 seconds; maximum durations of 5 minutes.

NEUTRAL: Frequent to Continuous neutral positioning of the neck is performed 5 to 10 hours per shift. Average durations of 10 to 30 seconds; maximum durations of 3 minutes.

CURRENTLY PERFORMED IN FUNCTION NUMBERS: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16.

6.11. COORDINATION:

EYE-HAND: Continuous in order to handle and manipulate tools and components.

EYE-HAND-FOOT: Occasional to Frequent in order to drive vehicles, operate and manipulate equipment and apparatus.

DRIVING: Occasional to Frequent.

CURRENTLY PERFORMED IN FUNCTION NUMBERS: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16.

6.12. SENSORY:

SPEECH: The employee communicates in English at normal conversational levels and at levels necessary to be heard above equipment and noise.

HEARING: Normal or corrected to normal hearing is required for communication and safety purposes.

VISION: Near Acuity Far Acuity Depth Perception
 Color Field of Vision Accommodation

SMELL: Normal olfactory sense is used.

CURRENTLY PERFORMED IN FUNCTION NUMBERS: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16.



NORTH COUNTY FIRE PROTECTION DISTRICT

POLICY AND PROCEDURE MANUAL

ADMINISTRATION
RULES AND REGULATIONS
JOB DESCRIPTIONS

SECTION 225.06
March 28, 2023 ~~September 21, 2021~~
Page 12 of 13

FIRE CAPTAIN (FIRE CAPTAIN/PARAMEDIC)

6.13. ENVIRONMENTAL FACTORS:

The employee works both inside (approximately 20% to 80%) and outside (approximately 0% to 50%) of the time. He/she is exposed to (checked items):

Weather	<input checked="" type="checkbox"/>	Extreme Cold	<input checked="" type="checkbox"/>	Extreme Heat	<input checked="" type="checkbox"/>	Wet &/or Humid Conditions	<input checked="" type="checkbox"/>
Vibration	<input checked="" type="checkbox"/>	Electrical Shock	<input checked="" type="checkbox"/>	High/Exposed Places	<input checked="" type="checkbox"/>	Radiation	<input checked="" type="checkbox"/>
Moving Parts	<input checked="" type="checkbox"/>	Explosives	<input checked="" type="checkbox"/>	Toxic/Caustic Chemicals/Gases	<input checked="" type="checkbox"/>	Dust	<input checked="" type="checkbox"/>

OTHER: Smoke, fumes, vehicle exhaust, burning plastics, hazardous materials, infectious bodily fluids, communicable diseases, traffic and others. Indoor work places and vehicles are ventilated, heated and air-conditioned. The work is performed in all terrains on all work surfaces, in all weather conditions, visibility, etc.

NOISE LEVELS: Very Quiet Quiet Moderate Loud Very Loud

PROTECTIVE EQUIPMENT: Uniforms, turnouts, boots, shoes, helmet, gloves, rubber gloves, face shield, breathing apparatus, self-contained breathing apparatus, fire shelters (aluminum tent shelter worn on belt), particle masks, safety glasses, ear protection and others as circumstances dictate.

6.14. MENTAL FACTORS:

6.14.1. GENERAL EDUCATIONAL DEVELOPMENT:

Reasoning: Apply logical or scientific thinking to define problems, collect data, establish facts, and draw valid conclusions. Interpret extensive array of instructions, deal with several abstract and concrete variables.

Mathematics: *Complex Skills:* Business math, algebra, geometry, shop math, calculus or statistics.

Reading: *Complex Skills:* Comprehend manuals (such as maps, policies and procedures, training materials, multi-step instructions for dealing with callers, code books), instructions in use of communications equipment (such as computer console, multi-line telephones and apparatus, safety rules and procedures, and drawings).

Writing: *Complex Skills:* Prepare business letters, summaries of reports using prescribed format and conforming to all rules of English spelling, punctuation, grammar, diction and style.

6.14.2. PERCEPTION:

CLERICAL: Ability to perceive pertinent detail in verbal or tabular material. To observe differences in computation.

SPATIAL: Ability to recognize the relationships resulting from the movement of objects in space. Ability to comprehend forms in space and understand relationships of plane and solid objects. May be used in tasks as blueprint reading. Frequently described as the ability to "visualize" object of two or three dimensions, or to think visually of geometric forms.

FORM: Ability to perceive pertinent detail in objects or in pictorial or graphic material. To make visual comparisons and discriminations and see slight differences in shapes and shadings of figures and widths and lengths of line.



NORTH COUNTY FIRE PROTECTION DISTRICT

POLICY AND PROCEDURE MANUAL

ADMINISTRATION
RULES AND REGULATIONS
JOB DESCRIPTIONS

SECTION 225.06
March 28, 2023 ~~September 21, 2024~~
Page 13 of 13

FIRE CAPTAIN (FIRE CAPTAIN/PARAMEDIC)

6.14.3. **DATA, PEOPLE, THINGS:**

DATA: Data are intangible and include numbers, words, symbols, ideas, concepts and oral verbalization: Coordinating, Analyzing, Compiling, Copying and Comparing.

PEOPLE: Human beings, dealt with on an individual basis: Instructing, Supervising, Persuading, Speaking/Signaling, Taking Instructions and Helping.

THINGS: Inanimate objects as distinguished from human beings, substances or materials; machines, tools, equipment and products. A thing is tangible and has shape, form and other physical characteristics: Operating/Controlling, Driving/Operating, Manipulating, Tending and Handling.

6.14.4. **PERSONAL TRAITS:** Work functions required by specific job-worker situations, also known as temperaments.

6.14.4.1. ABILITY TO COMPREHEND AND FOLLOW SPECIFIC INSTRUCTIONS:

The ability to maintain attention and concentration for necessary periods, to apply common sense understanding to carry out instructions furnished in written oral or diagrammatic form; to adapt to situations requiring the precise attainment of set limits, tolerances or standards; to operate-controls which involve starting, stopping, controlling and adjusting the progress of a machine or piece of equipment.

6.14.4.2. ABILITY TO PERFORM SIMPLE AND REPETITIVE TASKS, OR SHORT CYCLE WORK:

The ability to ask simple questions or request assistance, to perform activities of a routine, concrete, organized nature, to remember locations and work procedures; to make decisions based on simple sensory data.

6.14. **MENTAL FACTORS:**

6.14.1.1. ABILITY TO MAINTAIN A WORK PACE APPROPRIATE TO A GIVEN WORK LOAD:

The ability to perform activities with a schedule, maintain regular attendance and to be punctual within specified tolerances, to complete a normal work day and/or work week and perform at a consistent pace without unreasonable number and/or length of rest periods; to perform effectively when confronted with potential emergency, critical, unusual or dangerous situations, or in situations in which working speed and sustained attention are make or break aspects of the job.

6.14.1.2. ABILITY TO RELATE TO OTHER PEOPLE BEYOND GIVING AND RECEIVING INSTRUCTIONS:

The ability to get along with co-workers or peers without exhibiting extreme responses, to perform work activities requiring negotiating with, instruction, supervising, persuading or speaking; to respond appropriately to criticism from a supervisor.

6.14.1.3. ABILITY TO INFLUENCE PEOPLE:

The ability to convince or redirect others; to understand the meaning of words and to use them effectively; to interact appropriately with the general public.

6.14.4.6. ABILITY TO PERFORM COMPLEX OR VARIED TASKS:

The ability to synthesize, coordinate and analyze data; to perform jobs requiring precise attainment of set limits, tolerances or standards.

6.14.4.7. ABILITY TO MAKE GENERALIZATIONS, EVALUATIONS OR DECISIONS WITHOUT IMMEDIATE SUPERVISION:

The ability to retain awareness of potential hazards and observe appropriate precautions; to understand and remember detailed instructions; to travel in unfamiliar places or use public transportation systems.

6.14.4.8. ABILITY TO ACCEPT AND CARRY OUT RESPONSIBILITY FOR DIRECTION, CONTROL AND PLANNING:

The ability to set realistic goals or make plans independently of others; to negotiate with, instruct or supervise people; to respond appropriately to changes in the work setting.



NORTH COUNTY FIRE PROTECTION DISTRICT

POLICY AND PROCEDURE MANUAL

GOVERNANCE
BOARD OF DIRECTORS

SECTION 110.04
~~MARCH~~ JUNE 28, 2023
PAGE 1 OF 2

MISSION AND VISION STATEMENTS ORGANIZATIONAL STATEMENTS

1.0. **PURPOSE:**

- 1.1. ~~For the North County Fire Protection District (NCFPD) to have organizational statements to drive organizational purpose, direction, and culture. The purpose of the Mission and Vision Statements for the North County Fire Protection District are to provide visionary statements, which establishes the Department's purpose and gives general direction in establishing programs to fulfill this Mission. (Refer to the following policy for current Departmental Programs.)~~

2.0. **POLICY:**

- 2.1. ~~The Fire Chief/CEO is responsible for ensuring that the NCFPD has a relevant set of organizational statements that include (but may not necessarily be limited to) a Mission, Vision, Values, and Motto Statement. The organizational statements shall be revised periodically by a working group of NCFPD membership and adopted by the Board of Directors. and the North County Fire Protection District Board of Directors, shall jointly create, update, adopt and uphold a Mission and Vision Statements for the North County Fire Protection District.~~

3.0. **MISSION STATEMENT:**

~~*To exceed our communities' expectation through preparedness, response, and recovery.*~~

- 3.1. ~~The Mission Statement for North County Fire Protection District shall be:~~

~~*"To meet our community's expectations through excellence in public safety and service."*~~

4.0. **VISION STATEMENT:**

~~*To foster a healthy and resilient community through service, collaboration, and innovation.*~~

- 4.1. ~~The Vision Statement for North County Fire Protection District shall be:~~

~~*"It is our shared vision to be a trusted and respected public safety leader, committed to ensuring the safest community possible through service, collaboration and innovation."*~~

5.0 **VALUES STATEMENT:**

Duty



NORTH COUNTY FIRE PROTECTION DISTRICT

POLICY AND PROCEDURE MANUAL

GOVERNANCE
BOARD OF DIRECTORS

SECTION 110.04
~~MARCH~~ JUNE 28, 2023
PAGE 2 OF 2

~~MISSION AND VISION STATEMENTS~~ ORGANIZATIONAL STATEMENTS

- Purposeful action
- Extreme ownership
- Selfless service

Respect

- Mindful speech
- Considerate action
- Embracing diversity

Integrity

- Honest character
- Accountable behavior
- Professionalism

6.0 ORGANIZATIONAL MOTTO:

Committed to Serving You



NORTH COUNTY FIRE PROTECTION DISTRICT

POLICY AND PROCEDURE MANUAL

ADMINISTRATION
BUSINESS MANAGEMENT
PURCHASES & SALES

SECTION 217.01

~~MARCH 28~~ ~~DECEMBER 8, 2023~~

PAGE 1 OF 6

PURCHASING AND CONTRACTING ~~POLICY~~ MANUAL

1.0. PURPOSE:

- 1.1. This Policy is designed to implement and comply with the State Purchasing Statutes and to guide District personnel in making economical and sound business decisions involving expenditures of District funds.

2.0. POLICY:

- 2.1. Formal purchasing procedures for local agencies (including "districts") are required under the terms of California Government Code §54202 and the Public Contracting Code ("PCC"), §§20810-20813.

- 2.2. Purchasing of goods and services shall be in accordance with San Diego County Competitive Procurement Policy A-87, as directed by PCC §20812, with the following threshold limits modified to those outlined in §2-M of Policy A-87 (presently \$~~3025,000~~), ~~pursuant to PCC §20812(c)(1)~~ and those found in the following specific sections of Policy A-87:

2.2.1. Disabled Veteran Business Enterprises - § 2(G);

2.2.2. ~~Simplified Procurement Procedure for Use of Informal Competitive Process to Purchase~~ of Goods and Services - §2(J);

2.2.3. ~~Approving Amounts for~~ Single Source Exceptions to Competitive Bidding - §~~34~~;

2.2.4. Contract Approval - ~~§6~~—all contracts over \$~~3025,000~~ to be submitted to the Board for approval; and

~~2.2.5. Advertising—§7.~~

~~2.3. Purchasing of goods or services between \$10,000 and \$25,000, not otherwise categorically exempt in §2 of Policy A-87, will require obtaining a minimum of three (3) quotes.~~

~~2.4.2.3.~~ Obtaining contracts for construction projects in excess of \$10,000 shall be in accordance with PCC §20813, except for "maintenance" projects as defined in PCC §22002.

~~2.4.~~ With a Labor Compliance Program in effect, Public Works projects as defined in California Labor Code ("CLC") §1720, et seq. contracts in excess of \$254,000 or public works maintenance projects in excess of \$15,000 must be registered with



NORTH COUNTY FIRE PROTECTION DISTRICT

POLICY AND PROCEDURE MANUAL

ADMINISTRATION
BUSINESS MANAGEMENT
PURCHASES & SALES

SECTION 217.01

~~MARCH 28~~ ~~DECEMBER 8, 2023~~

PAGE 2 OF 6

PURCHASING AND CONTRACTING ~~POLICY~~ MANUAL

the California Department of Industrial Relations within thirtyfive (305) days of contract award, pursuant to ~~California Labor Code ("CLC")~~ §1773.3~~20~~.

2.5-2.4.1. If no Labor Compliance Program exists, prevailing wages must be paid on all contracted public works projects over \$1,000 within the meaning of CLC §§1720-1720.9 pursuant to CLC §1771 and such projects must be registered with the California Department of Industrial Relations within thirty (30) days of contract award, pursuant to CLC §1773.3.

2.6-2.5. District subcontractors are required to follow their employer's written Illness & Injury Prevention Program ("IIPP"). If no such program exists, they are to follow this District's IIPP Program and Code of Safe Practices prior to commencing work.

2.7-2.6. A District contractor is and will act as an independent contractor and the contractor and the contractor's employees, subcontractors and agents are not employees, officers or agents of the District.

2.8-2.7. A District contractor shall perform services and obligations under a contract according to the contractor's own means and methods of work, which shall be in the exclusive charge and under the control of contractor and which shall not be subject to control or supervision by the District, except as to the results of the work.

2.9-2.8. A DISTRICT CONTRACTOR MUST ACKNOWLEDGE THAT:

2.9.1-2.8.1. The contractor is free from the control and direction of the District in connection with the manner and means by which the services are performed;

2.9.2-2.8.2. Contractor performs services outside the usual course of the District's business; and

2.9.3-2.8.3. Contractor is customarily engaged in an independently established trade, occupation or business of the same nature as the services performed for the District.

3.0. DEFINITIONS:

3.1. CHIEF ADMINISTRATIVE OFFICER: In instances when the County Policy grants authority to the CAO, the District Officer having such authority will be the Fire



NORTH COUNTY FIRE PROTECTION DISTRICT

POLICY AND PROCEDURE MANUAL

ADMINISTRATION
BUSINESS MANAGEMENT
PURCHASES & SALES

SECTION 217.01

~~MARCH 28~~ ~~DECEMBER 8, 2023~~ ~~30~~

PAGE 3 OF 6

PURCHASING AND CONTRACTING ~~POLICY~~ MANUAL

Chief/CEO.

3.2. DIRECTOR OF PURCHASING AND CONTRACTING: In instances when the County Policy grants authority to the CAO, the District Officer having such authority shall be the Chief Officer for Administration/Finance.

~~3.3.~~ ASSISTANT CHIEF ADMINISTRATIVE OFFICER: In instances when the County Policy grants authority to the ACAO, the District Officer having such authority shall be a Division Chief.

~~3.3.~~

4.0. **INTENT**:

4.1. Purchases shall be made as needed, in order to provide the District with maximum benefit for minimum expenditures. It is also essential that purchases of all goods, supplies, services and construction items be done by the District in a fair and open manner that promotes public confidence in the Agency and reinforces the public perception of fairness and equal opportunity for all competing vendors offering their products or service to the District.

4.2. Consistent with the above guidelines, purchases should be made from vendors located within the boundaries of the District when cost, quality and delivery times are equal to or better than quotes provided from distant areas. State law forbids any Director or other Officer of the District from being interested, directly or indirectly, in any contract awarded or to be awarded by the Board, or in the profits to be derived from it.

5.0. **PROCEDURES**:

5.1. GENERAL PURCHASING GUIDELINES:

5.1.1. Quote information shall be retained until completion of the Annual Audit for the fiscal year in which purchased.

5.1.2. Shipping charges and applicable taxes, if any, must be included in the total price shown on the Purchase Order.

5.1.3. Open Accounts shall generally be utilized for the purchase of repetitive need, low-valued items or for the purchase of items (such as lumber) which must be available on short notice at any time. *Open Accounts shall not be utilized*



NORTH COUNTY FIRE PROTECTION DISTRICT

POLICY AND PROCEDURE MANUAL

ADMINISTRATION
BUSINESS MANAGEMENT
PURCHASES & SALES

SECTION 217.01

~~MARCH 28~~ ~~DECEMBER 8, 2023~~

PAGE 4 OF 6

PURCHASING AND CONTRACTING POLICY MANUAL

as a substitute for the normal purchase order process described below.

- 5.1.4. Nothing in these purchasing guidelines shall prevent the Fire Chief/CEO, or his authorized designee, from authorizing purchases outside of these guidelines in emergency situations.
- 5.1.5. **Purchases of items not in the Budget will require Board approval prior to the purchase except under circumstances outlined herein.**

5.2. AWARDING/COMPLETION OF PUBLIC WORKS CONTRACTS:

- 5.2.1. **AWARDING PUBLIC WORKS CONTRACTS:** The District ~~shall~~ ~~may only consider~~ contracting with vendors registered with the California Department of Industrial Relations (“DIR”) to perform “public works” projects in accordance with this Policy and California Law. Per California Labor Code (CLC) §1720, “Public Works” includes “construction, alteration, demolition, installation or repair work, that is paid for in whole or part with public funds.” Visit: <https://efiling.dir.ca.gov/PWCR/Search> to determine if the contractor is eligible to perform work for the District.
- 5.2.2. Applicable Public Works contracts shall be registered with the California Department of Industrial Relations (DIR) within ~~thirtyfive (305)~~ days of award of contract. Submit a PWC-100 form to the DIR by visiting: <https://www.dir.ca.gov/pwc100ext/>, as required by CLC §1773.3 and 8 Cal. Code Reg. §16451(a).
- 5.2.3. **CONTRACT COMPLETION:** Upon completion of a Public Works contract, the District is required to file a “Notice of Completion” with the DIR, with a copy submitted to the Labor Commissioner. A copy of the submitted Notice will be kept with the contract file.
- 5.2.4. **REPORTING OFFICER:** The Chief Officer responsible for Facilities shall be the District’s designated Reporting Officer, will be responsible for ensuring appropriate selection of contractors and that the required Registrations and Notices are made/filed.

5.3. PURCHASING PROCEDURES:



NORTH COUNTY FIRE PROTECTION DISTRICT

POLICY AND PROCEDURE MANUAL

ADMINISTRATION
BUSINESS MANAGEMENT
PURCHASES & SALES

SECTION 217.01

~~MARCH 28~~ ~~DECEMBER 8, 2023~~

PAGE 5 OF 6

PURCHASING AND CONTRACTING ~~POLICY~~ MANUAL

5.3.1. **PETTY CASH PURCHASE.**

5.3.2. **CREDIT CARD PURCHASE.**

5.3.3. **PURCHASE ORDERS:**

5.3.3.1. Purchase Orders are used to procure goods for the District when:

- 5.3.3.1.1. The purchase would exceed the limits of a Cal Card single purchase;
- 5.3.3.1.2. When close tracking of multiple purchases against an account need additional tracking (e.g. Uniforms);
- 5.3.3.1.3. When inspection of the goods upon arrival at the District precedes payment; or
- 5.3.3.1.4. When deemed necessary by Management.

5.3.3.2. Complete a Purchase Order form and obtain the authorizing signature as follows:

PURCHASER	APPROVING AUTHORITY
Suppression – Captain & below	Program Manager
Non-Suppression personnel	Program Manager
Battalion Chief	Division, Deputy or Fire Chief
Division Chief	Deputy Chief or Fire Chief/CEO
Deputy Chief	Fire Chief/CEO (purchases less than \$340,000)
Fire Chief/CEO	Board Member (purchases more than \$340,000)

5.3.3.3. Submit the signed form to the Finance Division for a purchase order number.

5.3.3.4. When making the purchase, obtain and sign the receipt, include employee ID number and note the purpose of purchase.

5.3.3.5. Return receipt to the Finance Division.

5.3.3.6. Finance will assign purchase against specific budget account line item.

5.3. **OPEN ACCOUNT:**

5.3.1. Obtain approval from Approving Authority.

5.3.2. When making the purchase, obtain and sign the receipt, include Employee ID number and note purpose of the purchase.

5.3.3. Return receipt to the Finance Division.



NORTH COUNTY FIRE PROTECTION DISTRICT

POLICY AND PROCEDURE MANUAL

ADMINISTRATION
BUSINESS MANAGEMENT
PURCHASES & SALES

SECTION 217.01

~~MARCH 28~~ ~~DECEMBER 8, 2023~~ ~~30~~

PAGE 6 OF 6

PURCHASING AND CONTRACTING POLICY MANUAL

6.0. **EMERGENCIES:**

- 6.1. California Public Contract Code (PCC) §22050 authorizes public agencies to utilize special purchasing procedures when emergencies exist. During emergencies, the procedures outlined in PCC §22050 shall be utilized instead of the rules found in Section 5.0 of this policy when purchasing special services or construction work.
- 6.2. **SPECIAL SERVICES:** In the case of an emergency, the District Board may adopt a resolution by a four-fifths vote of all the members of the District Board, declaring that the public interest and necessity demand immediate expenditure of public money for special services in order to safeguard life, health or property. The Board may expend any sum for special services as may be required in the emergency without submitting the expenditure to bid.
- 6.3. **CONSTRUCTION:** In the case of an emergency, the District Board may adopt a resolution by a four-fifths vote of all the members of the District Board, declaring that the public interest and necessity demand immediate expenditure of public money to safeguard life, health or property. The District Board may expend any sum required in the emergency for the construction or completion of any building structure or improvement without submitting the expenditure to bid.



NORTH COUNTY FIRE PROTECTION DISTRICT

POLICY AND PROCEDURE MANUAL

ADMINISTRATION
BUSINESS MANAGEMENT
BUDGET & FUND MANAGEMENT

SECTION 211.15
MARCH 28, 2023
PAGE 1 OF 2

INVESTMENT POLICY ~~INVESTMENT POLICY~~

1.0. **PURPOSE:**

1.1. The State Legislature has declared the deposit and investment of public funds by local officials and local agencies is an issue of statewide concern (Government Code (GC) § 53600.6 and § 53630.1); and,

~~4.1.~~

1.2. ~~Government Code §§Sections~~ 53601, *et seq.*, allow the legislative body of a local agency to invest surplus monies not required for the immediate necessities of the local agency; and,

~~4.2.~~

1.3. The treasurer or fiscal officer of a local agency is required to annually prepare and submit a statement of investment policy and such policy, and any changes thereto, is to be considered by the local agency's legislative body at a public meeting (GC § 53646(a)). The statement shall also be annually presented to any oversight agency of the local agency.

~~4.3.~~

1.4. For these reasons, and to ensure prudent and responsible management of the public's funds, it is the policy of the District to invest funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the District and conforming to all statutes governing the investment of District funds as defined in GC § 53600, *et seq.*

2.0. **SCOPE:**

2.1. This investment policy applies to all financial assets of the District. These funds are accounted for in the annual audited financial statements of the District.

3.0. **POLICY:**

3.1. The Board and persons authorized to make investment decisions subject to these policies are fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a fiduciary shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the District agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the District.



NORTH COUNTY FIRE PROTECTION DISTRICT

POLICY AND PROCEDURE MANUAL

ADMINISTRATION
BUSINESS MANAGEMENT
BUDGET & FUND MANAGEMENT

SECTION 211.15
MARCH 28, 2023
PAGE 2 OF 2

INVESTMENT POLICY ~~INVESTMENT POLICY~~

~~3.1.~~

3.2. Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of capital as well as the probable income to be derived.

3.3. Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from policy or expectations are reported in the next issued quarterly treasury report and appropriate actions are taken to control adverse developments. When a deviation poses a significant risk to the District's financial position, the fiscal officer shall notify the Board immediately.

4.0. **OBJECTIVES:**

4.1. As specified in GC § 53600.5, when investing, reinvesting, purchasing, acquiring, exchanging, selling or managing public funds, the primary objectives of the investment activities, in priority order, shall be:

4.1.1. ~~Safety~~**SAFETY**: Safety of principal is the foremost objective of the investment program. Investments of the District shall be undertaken in a manner that seeks to ensure the preservation of capital in the whole portfolio. To attain this objective, diversification is required in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.

4.1.2. ~~Liquidity~~**LIQUIDITY**: The secondary objective shall be to meet the liquidity needs of the District.

4.1.3. ~~Yield~~**YIELD**: The third objective shall be to achieve a return on the funds under the District's control.

5.0. **REPORTING:**

5.1. The District will comply with the reporting requirements as defined in GC §53646 *et seq.* and GC § 53607.



NORTH COUNTY FIRE PROTECTION DISTRICT

POLICY AND PROCEDURE MANUAL

ADMINISTRATION
BUDGET MANAGEMENT
TAXES & REVENUE

SECTION 218.04
~~JULY 23, 1999~~
MARCH 28, 2023
PAGE 1 OF 2

INTEREST INCOME

1. **PURPOSE:**

1.1. To describe the procedure for the investment, reception, processing and distribution of interest income revenues.

2. **POLICY:**

2.1. The North County Fire Protection District shall utilize interest income- revenues primarily for the purposes of supporting and funding Fire Department- operational costs.

2.1.2.2. Other uses of interest income revenues shall be determined according to priority as decided by the Board of Directors through the approval of the annual budget and at the recommendation of the Fire Chief/CEO on an as-needed basis.

3. **INTENT:**

3.1. The intent of this policy is to describe how interest income revenues are handled, but is in no way intended to restrict the fiscal flexibility requisite to managing the District's overall affairs. This policy can be amended as-needed to suit the changing needs of the District.

4. **PROCEDURE:**

4.1. GUARANTEED INVESTMENT CONTRACT (GIC)/TAX REVENUE ANTICIPATION NOTES FUND (TRANS): The GIC/TRANS account is a mechanism whereby a special district may borrow monies against anticipated tax revenues to supply funding during "dry" funding periods. An additional benefit is the ability to arbitrage investments and generate interest income. The loan amount is determined annually by the GIC administrator (currently Sutro & Co.) and is funded on July 1st of each fiscal year. These monies are then transferred directly to the TRANS investment fund. The District receives quarterly statements on the fund activity and balance. Interest payments are disbursed directly to the District's general fund (Co. of San Diego Investment Fund) at the end of each fiscal year, and the loan principal is repaid to GIC.

4.2. LOCAL AGENCY INVESTMENT FUND (LAIF): LAIF is a separate investment account available to cities and local agencies administered by the State of California Treasurer's Office. Monies deposited Deposits in LAIF are residual unused loan principal retained from the Vehicle Maintenance



NORTH COUNTY FIRE PROTECTION DISTRICT

POLICY AND PROCEDURE MANUAL

ADMINISTRATION
BUDGET MANAGEMENT
TAXES & REVENUE

SECTION 218.04
MARCH 28, 2023 ~~JULY 23, 1999~~
PAGE 2 OF 2

INTEREST INCOME

Facility/Communications Center upgrade project are from grants, sale of land and equipment, and other sources. These monies comprise a portion of the District's reserve funds. The District receives quarterly statements from LAIF and ~~annual~~ quarterly interest disbursements, similar to GIC/TRANs. However, interest income is reinvested into the LAIF account; there is no net revenue increase to the District's total general revenue.

4.3. PUBLIC AGENCY SELF INSURANCE SYSTEM (PASIS): PASIS is the District's self insurance worker's compensation insurance carrier. The District is required to maintain a \$400,000 minimum account balance to cover anticipated annual industrial injury claims. Interest is paid to the District for unused portions of these monies ~~annually~~ quarterly. The PASIS account is deposited in LAIF and administered by the State of California Treasurers Office. Refer to the Workers Compensation Account policy for more information.

4.3.4.4. CALIFORNIA COOPERATIVE LIQUID ASSETS SECURITIES SYSTEM (California CLASS): California CLASS is a separate investment account that was created as a joint exercise of powers entity authorized under Section 6509.7 of the California Government Code. California CLASS is a pooled investment option that was created by California public agencies and offers the District a convenient method for investing in highly liquid, investment-grade securities carefully selected to optimize interest earnings while maximizing safety and liquidity. Deposits with CLASS are from grants, sale of land and equipment, and other sources. These monies comprise a portion of the District's reserve funds. The District receives quarterly statements from CLASS and ~~annual~~ quarterly interest disbursements, similar to GIC/TRANs. However, interest income is reinvested into the CLASS account; there is no net revenue increase to the District's total general revenue.

Page Intentionally Blank

North County Fire



MONTHLY OPERATIONS ACTIVITY REPORT:

Feb 2023

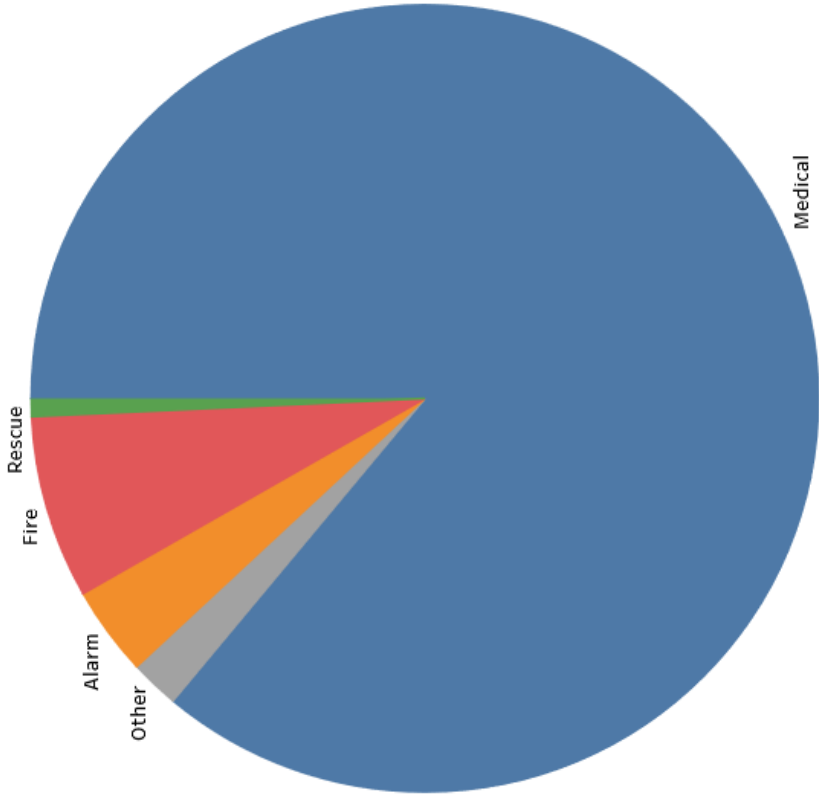
Assigned Incidents

Assigned Incidents for NORTH COUNTY FPD
February 2023

Agency
NORTH COUNTY FPD

Month and Year
February 2023

Medical	469 incidents / 86.06%
Fire	41 incidents / 7.52%
Alarm	20 incidents / 3.67%
Rescue	4 incidents / 0.73%
Other	11 incidents / 2.02%
Grand Total	545 incidents / 100.00%



Problem Category

- Medical
- Other
- Alarm
- Fire
- Rescue

Total incidents year to date:
Feb 2022: 1,121
Feb 2023: 1,142

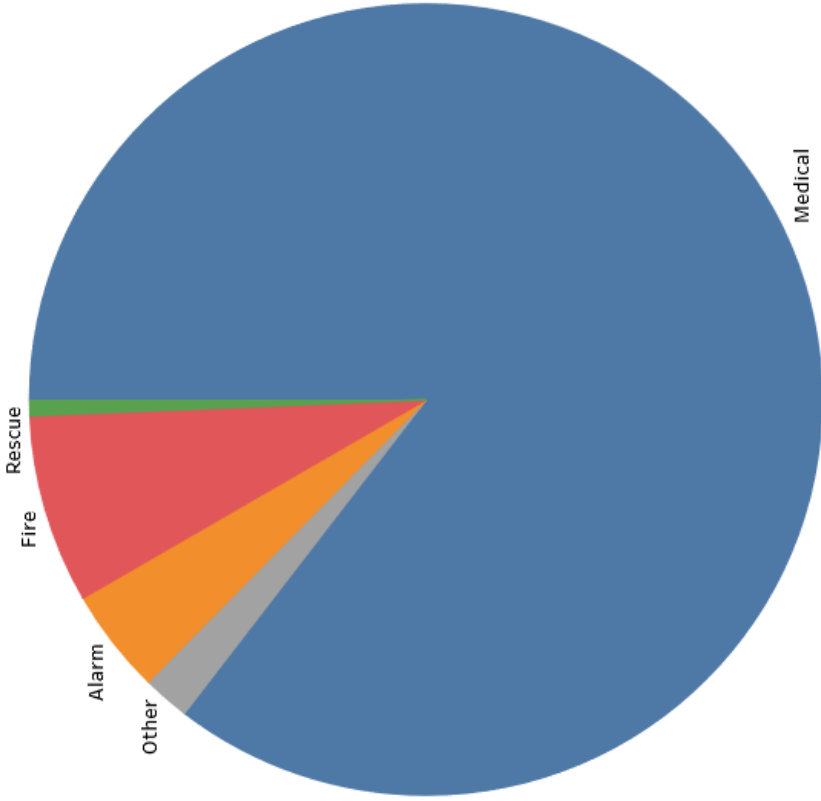


Incidents in Jurisdiction

Incidents in NORTH COUNTY FPD Jurisdiction
February 2023

Jurisdiction	NORTH COUNTY FPD
Month and Year	February 2023

Medical	399 incidents / 85.44%
Fire	36 incidents / 7.71%
Alarm	20 incidents / 4.28%
Rescue	3 incidents / 0.64%
Other	9 incidents / 1.93%
Grand Total	467 incidents / 100.00%



Total incidents year to date:
Feb 2022: 964
Feb 2023: 979



Turnout Time

(Time of station notification to responding)

90th Percentile – Emergency Calls Only

Shift	Unit Name	February	Shift	Unit Name	February	Shift	Unit Name	February
A-SHIFT	B111	0:01:19 (6)	B-SHIFT	B111	0:01:20 (7)	C-SHIFT	B111	0:01:23 (11)
	BLS116	0:00:21 (1)		E111	0:01:24 (47)		E111	0:01:42 (64)
	E111	0:01:18 (43)		E112	0:01:13 (27)		E112	0:01:29 (33)
	E112	0:01:25 (25)		E113	0:01:28 (12)		E113	0:01:26 (18)
	E113	0:01:43 (10)		E114	0:01:50 (26)		E114	0:02:15 (19)
	E114	0:01:42 (17)		E115	0:01:41 (22)		E115	0:01:23 (30)
	E115	0:01:21 (20)		M111	0:01:24 (37)		M111	0:01:10 (12)
	M111	0:01:18 (35)		M114	0:01:51 (33)		M114	0:01:57 (28)
	M114	0:01:42 (31)		M115	0:01:19 (19)		M115	0:01:28 (37)
	M115	0:01:05 (27)		RA111	0:00:29 (1)		RA111	0:01:53 (39)
	RA115	0:00:25 (1)		RA115	0:01:35 (12)		RA114	0:00:30 (5)
							RA115	0:00:35 (3)



Aid Given/Received

Aid Given by NORTH COUNTY FPD
February 2023 : Incident Count

Jurisdiction (group)	Incident Count
CAL FIRE	21
CAMP PENDLETON	
CARLSBAD FD	
ENC / SOL / DMR FD	
ESCONDIDO FD	
NORTH COUNTY FPD	
OCEANSIDE FD	42
PALA FD	5
PAUMA FD	1
RANCHO SANTA FE FPD	
RINCON FD	
SAN DIEGO FD	
SAN MARCOS FD	
SAN PASQUAL RESV FD	
VALLEY CENTER FPD	
VISTA FD	13
Grand Total	82

Incidents outside of jurisdiction to which units were assigned, sorted by jurisdiction

Aid Received by NORTH COUNTY FPD
February 2023 : Incident Count

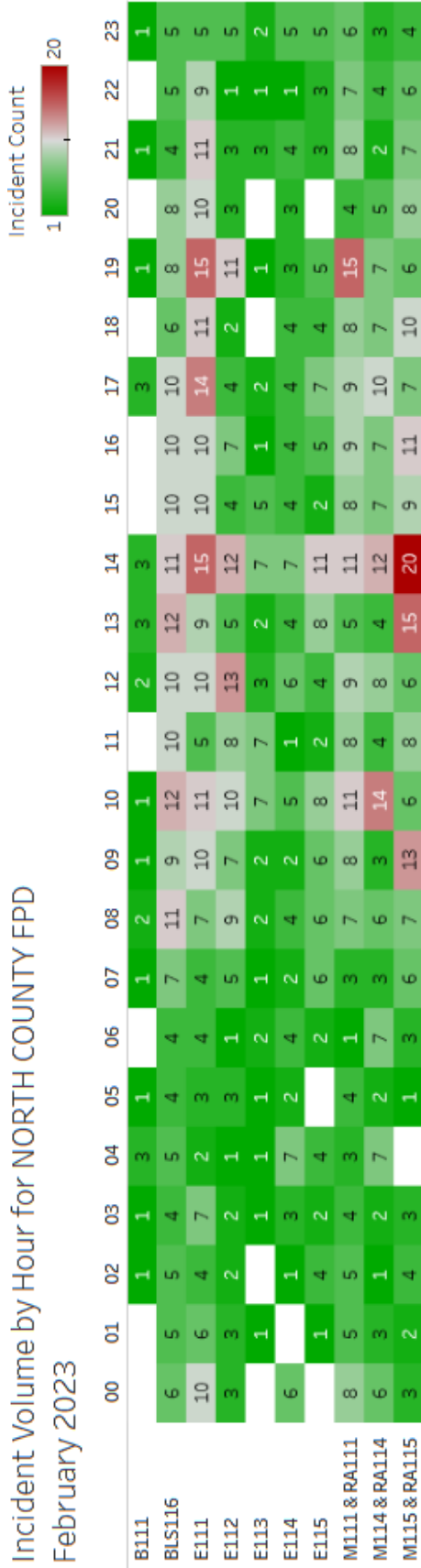
Home Jurisdiction	Incident Count
CAL FIRE	10
CAMP PENDLETON	25
CARLSBAD FD	2
ENC / SOL / DMR FD	
ESCONDIDO FD	
NORTH COUNTY FPD	
OCEANSIDE FD	13
PALA FD	7
PAUMA FD	
RANCHO SANTA FE FPD	1
RINCON FD	
SAN DIEGO FD	
SAN MARCOS FD	1
SAN PASQUAL RESV FD	
VALLEY CENTER FPD	
VISTA FD	34
Grand Total	93

Incidents within jurisdiction to which outside units were assigned, sorted by home jurisdiction



Incident Volume by Hour

Incident Volume by Hour for NORTH COUNTY FPD
February 2023



Count of ID broken down by Time Assigned Hour vs. Unit Name.



Incidents by Unit

Incidents by Unit for NORTH COUNTY FPD
February 2023

Ambulance	BLS116	181
	M111 & RA111	166
	M114 & RA114	134
	M115 & RA115	165
	Total	646
Engine / Truck	E111	202
	E112	124
	E113	52
	E114	86
	E115	98
	Total	531
Other Units	B111	25
	Total	25
Grand Total		839

Count of Distinct Time Assigned broken down
by Apparatus Type and Unit Name.

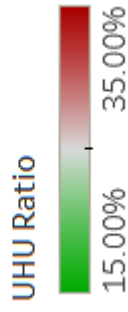


Ambulance Unit Hour Utilization

Monthly Unit Hour Utilization for
NORTH COUNTY FPD

February 2023	BLS116	30.77%
	M111 & RA111	32.09%
	M114 & RA114	19.05%
	M115 & RA115	28.93%

Vehicle Type
Ambulance



UHU percentages are calculated only for completed months/years. The current month/year will not show a correct value. Time Committed is calculated by Time Call Cleared minus Time Assigned.



Transports

NORTH COUNTY FPD Transports February 2023

Name	#
BLS116	96
M111	78
M114	60
M115	72
RA111	28
RA114	2
RA115	19
Grand Total	355

These two tables display a distinct count of ID broken down by Destination. Only transports which arrive at a destination are counted.

NORTH COUNTY FPD Transport Destinations February 2023

Destinations	#
TEMECULA VALLEY HOSPITAL	122
PALOMAR HOSPITAL	118
TRI CITY MEDICAL CENTER (TCMC)	71
SCRIPPS ENCINITAS HOSPITAL	28
RANCHO SPRINGS HOSP.	5
CHILDRENS HOSPITAL	5
MCP NAVAL HOSPITAL	2
UCSD THORNTON	1
OTHER HOSPITAL	1
INLAND VALLEY HOSPITAL	1
AIR AMB LZ	1
Grand Total	355



Health & Safety

Injuries &
Illness

1 Injuries

Accidents

0 vehicle





**NORTH COUNTY FIRE
PROTECTION DISTRICT
STAFF REPORT**

TO: BOARD OF DIRECTORS
FROM: CHIEF McREYNOLDS, FIRE CHIEF/CEO & BOARD CLERK CANPINAR
DATE: MARCH 28, 2023
SUBJECT: SAN DIEGO LAFCO 2023 ELECTION REGULAR AND ALTERNATE SPECIAL DISTRICT MEMBER ON LAFCO COMMISSION

ACTION AGENDA

RECOMMENDATION:

That the Board of Directors authorize the President to cast a ballot in the 2023 San Diego LAFCO Special Districts Election as described in the attached communication from LAFCO.

BACKGROUND:

On a routine basis, the Board of Directors has the opportunity cast a ballot in the San Diego Local Agency Formation Commission (LAFCO) elections. On December 19, 2022, LAFCO solicited nominations to fill a vacant term as a regular or alternate special district member on the LAFCO Commission. At that time, the Board nominated Director Ross Pike as a Regular Special District Member. The time has now come to vote, and submissions are due by **Friday, April 14, 2023**.

DISCUSSION:

A total of five nominations (Attachment 1) were received following a 60-day filing period: three regular members and two alternate members, as follows (names listed are in random selection determined by LAFCO):

Alternate

- David Drake (Rincon del Diablo Municipal Water District)
- Jeff Griffith (Vallecitos Water District)

Regular

- James Pennock (Vallecitos Water District)
- Ross Pike (North County Fire Protection District)
- Barry Willis (Alpine Fire Protection District)

Full nomination materials and letters of support are available in the attached LAFCO package.

FISCAL ANALYSIS: No fiscal impact.

SUMMARY:

The Board should determine which nominee(s) it wishes to support and authorize the President to cast a ballot for the 2023 LAFCO election.

Attachment 1



San Diego County
Local Agency Formation Commission
 Regional Service Planning | Subdivision of the State of California

CORRECTED
BALLOT AND VOTE CERTIFICATION FORM

March 8, 2023

TO: Independent Special Districts in San Diego County

FROM: Tamaron Lockett, Commission Clerk

SUBJECT: **Ballot and Vote Certification Form | Election to Regular and Alternate Special District on LAFCO Commission**

On December 19, 2022, the San Diego Local Agency Formation Commission (LAFCO) solicited nominations for (a) one regular and (b) one alternate special district member to serve on the LAFCO Commission. A total of five nominations were received following a 60-day filing period: (a) three regular members; and (b) two alternate members. The term is four years and commences on May 1, 2023. Note there was a correction to the alternate nominee Jeff Griffith he is with Palomar Healthcare District.

San Diego LAFCO is now issuing ballots to all 57 independent special districts in San Diego County and inviting each district to cast a ballot. Write-in candidates are permitted, and spaces have been provided for that purpose. **Only cast one vote for each nominee on the ballot and vote certification form; a ballot that is cast for more than indicated number of positions the vote will be disregarded.** The ballot and vote certification form along with nominee resumes provided by the candidates are attached.

State Law specifies a district’s vote is to be cast by its presiding officer, or an alternate member designated by the board and a valid signature is required on the ballot. **A ballot received without a signature will be voided.** A minimum of **29** ballots must be received to certify that a legal election was conducted. A candidate for a special district LAFCO Commission member must receive at least a majority of the votes cast to be elected. The ballots will be kept on file in this office and will be made available upon request.

Ballots may be submitted by mail, courier, hand delivered, FAX or via email to tamaron.lockett@sdcounty.ca.gov, include **“Special District LAFCO Ballot”** and your **“District Name”** in the subject title, if necessary to meet the submission deadline, but the original for must be submitted. The deadline for receipts of the ballots by LAFCO is **Friday, April 14, 2023**, any ballots received after the deadline will be voided. All election materials will be available on the website: www.sdlafco.org. Should you have any questions, please contact me at 619-321-3380.

Tamaron Lockett, Commission Clerk

Administration: Keene Simonds, Executive Officer 2550 Fifth Avenue, Suite 725 San Diego, California 92103 T 619-321-3380 E lafco@sdcounty.ca.gov www.sdlafco.org	Chair Jim Desmond County of San Diego Joel Anderson County of San Diego Nora Vargas, Alt County of San Diego	Kristi Becker City of Solana Beach Dane White City of Escondido John McCann, Alt. City of Chula Vista	Vice Chair Stephen Whitburn City of San Diego Marni von Wilpert, Alt. City of San Diego	Jo MacKenzie Vista Irrigation Barry Willis Alpine Fire Protection David A. Drake, Alt. Rincon del Diablo	Andy Vanderlaan General Public Harry Mathis, Alt. General Public
---	--	---	--	--	---

CORRECTED
2023 SPECIAL DISTRICTS ELECTION
BALLOT and VOTE CERTIFICATION
FOR REGULAR LAFCO SPECIAL DISTRICT MEMBER

VOTE FOR ONLY ONE

James Pennock []
(Vallecitos Water District)

Ross Pike []
(North County Fire Protection District)

Barry Willis¹ []
(Alpine Fire Protection District)

Write-Ins

_____ []

_____ []

As presiding officer or his/her delegated alternate as provided by the governing board, I hereby certify that I cast the votes of the _____
(Name of Independent Special District)
at the 2023 Special Districts Selection Committee Election.

(Signature)

(Print Name)

(Date)

(Print Title)

Please note: The order in which the candidates' names are listed was determined by random selection.

The Ballot and Vote Certification form can be submitted electronically to: tamaron.luckett@sdcounty.ca.gov.

¹ Incumbent member

Corrected March 8, 2023

CORRECTED
2023 SPECIAL DISTRICTS ELECTION
BALLOT and VOTE CERTIFICATION
FOR ALTERNATE LAFCO SPECIAL DISTRICT MEMBER

VOTE FOR ONLY ONE

David Drake¹ []
(Rincon del Diablo Municipal Water District)

Jeff Griffith []
(Palomar Healthcare District)

Write-Ins

_____ []

_____ []

As presiding officer or his/her delegated alternate as provided by the governing board, I hereby certify that I cast the votes of the _____
(Name of Independent Special District)
at the 2023 Special Districts Selection Committee Election.

(Signature)

(Print Name)

(Date)

(Print Title)

Please note: The order in which the candidates' names are listed was determined by random selection.

The Ballot and Vote Certification form can be submitted electronically to: tamaron.luckett@sdcountry.ca.gov.

¹ Incumbent member

Corrected March 8, 2023

Jim Pennock
jpennock@sbcglobal.net
760-815-4402

I look to utilize the interpersonal relationship skills and knowledge obtained through running my own business for the past 30 years to help propel public agencies to be more effective and efficient. I hope to increase moral and attitude within human resources and increase financial responsibility through effective planning and budgeting. Found to be Hardworking, honest and innovative in my approaches to helping others succeed.

EXPERIENCE

Pennock Insurance Agency

01-Aug-2020 - Present

Sales and service of Insurance contracts

Select Quote Home/Auto and Commercial

01-Jan-2019 – 01-June 2020

Received incoming calls for Sales of Policies

Wawanesa Insurance

01-Mar-2017 – 01-Jan 2019

Focused on Retention of Policies within Company

Farmers Insurance Group

01-Aug-1991 - 11-Aug-2016 – Insurance Agency Owner

I enjoyed a long career as an Insurance agent with Farmers Insurance.

Operated my own agency for 25 years - growing from 0 to 2900 policies and generating millions of dollars in annual premium.

Director of Sales – Recruited, trained and mentored producers: helped them meet their income goals

Focused on all lines of business - Home / Auto / Life / Health and Commercial.

Managed day to day sales, service, claims, underwriting of personal and commercial lines policies.

Managed accounting, finance, human resource.

Oversaw all Financial Management of agency, including auditing and reporting

EDUCATION

Brigham Young University / United States International University -

Graduated in 1991 with BS in International Business Administration

Other Skills and Experience

*** Fluent in English and Spanish**

*** Teacher in San Marcos Unified School District**

*** Provided consulting for Public Administration policies**

*** Served on Student and Neighborhood relations committee for City of San Marcos**

*** Served on the Budget Review committee for City of San Marcos 2009-2011**

*** Served on the Planning Commission for City of San Marcos 2013-2015**

*** Served as Chairman of Kit Carson District for Boy Scouts of America**

*** Coached multiple youth sports teams for last 30 years**

*** Served on multiple boards with non-profits over last 30 years**

*** Board Member for Hope Legacy 2017 to Present: assist youth to become self-reliant in area of education and finances.**

***Petco Park Customer service agent for San Diego Padres games**

***Board Member for Vallecitos Water District in San Marcos 2020 – Present**

***Board Member for Encina Waste Water 2023**

ATTACHMENT A

**NOMINATION OF THE SPECIAL DISTRICT REPRESENTATIVE
FOR THE SAN DIEGO LOCAL AGENCY FORMATION COMMISSION
REGULAR MEMBER**

The Vallecitos Water District is pleased to nominate James Pennock as a
(Name of Independent Special District) (Name of Candidate)

Candidate for the San Diego Local Agency Formation Commission as a regular special district member with a term expiring 2027.

As presiding officer or his/her delegated alternate as provided by the governing board, I hereby certify that:

- The nominee is a member of a legislative body of an independent special district whom resides in San Diego County.


(Presiding Officer Signature)

Glenn Pruim
(Print name)

General Manager
(Print Title)

2/7/23
(Date)

PLEASE ATTACH RESUME FOR NOMINEE

- Limit two-pages
- Must be submitted with Nomination Form

RECEIVED
FEB 07 2023
SAN DIEGO LAFCO

ROSS PIKE

NORTH COUNTY FIRE PROTECTION DISTRICT

February 21, 2023

Dear San Diego County Special Districts,

I've had the pleasure of traveling around San Diego County over the past few weeks to meet many of you and it has been enlightening to hear about the experiences your districts are facing and how you interact with SDLAFCO. Thank you for your time and for sharing your stories!

SDLAFCO encourages orderly growth, promotes the logical formation and determination of local agency boundaries, discourages urban sprawl, and preserves open space and prime agricultural lands. From there, our Special Districts provide essential services to constituents, ratepayers, and community residents to achieve the goals of their unique agencies. Our SDLAFCO Commissioners present as one of the few outlets for representation and it's important that our Commissioners work to provide better collaboration between SDLAFCO and our Special Districts. As Directors, Trustees, and Board members, we understand that our agencies must adapt to the changing world we live in and our Special Districts must have a voice in the process that impacts them.

I am uniquely qualified and have been fortunate to be nominated by North County Fire Protection District and received support from Mission Resource Conservation District where I serve as a new Board Member. Also, serving on a Community Planning Group has provided me an education in land use experience where I serve on subcommittees advising on roads, traffic, and public facilities. All these roles require close attention to detail, commitment to the community, and dedication. That experience provides critical perspectives when voting on matters before SDLAFCO.

As a leader in the recent redistricting efforts, I attended every redistricting commission meeting which often would go on until nearly midnight and was able to activate our Community Planning Group in the process. Fallbrook was the first Planning Group to send a letter to the Redistricting Commission and the two letters I authored were well-received which resulted in bipartisan support and unanimous votes by my colleagues. I also led the community to submit comments with 397 comments mentioning Fallbrook compared to 470 comments for Oceanside, a city more than triple our size. Our efforts were successful and the input we submitted helped shape the final map of Supervisor District 5.

Local control matters. We represent the communities we live in and serve. We know what is best for our neighbors because we live in the same community as them. Serving as an alternate and attending the meetings for the North County Dispatch Joint Powers Authority has allowed for me to see how both Special Districts and cities were able to band together to provide essential services at healthy savings to our taxpayers by each district and city bringing their own independent perspectives and skills/services to the table, all while still maintaining all of our own local autonomy.

Please reach out to me if you have any questions or want to talk about anything. I always tell my constituents that they elect me to do a job, which means to get things done effectively and thoughtfully. I not only welcome your input, but I ask for it. As your Special District Representative to SDLAFCO, I would represent you and ensure that the voice of the Special Districts in San Diego County is heard.

Thank you for your time and consideration. I respectfully ask for your Board's vote to represent you and all our special districts as the Special Districts Representative on the San Diego Local Agency Formation Commission.

Respectfully,



Ross Pike
Director
North County Fire Protection District
rpike@ncfire.org

ROSS PIKE

NORTH COUNTY FIRE PROTECTION DISTRICT

ELECTED & APPOINTED LEADERSHIP

ELECTED DIRECTOR, BOARD OF DIRECTORS

NORTH COUNTY FIRE PROTECTION DISTRICT | Jul 2022 - present

- North County Fire serves a 90 square-mile area including Fallbrook, Bonsall, De Luz, and Rainbow
- Through labor negotiations, secured the highest bilingual incentive pay in San Diego County to ensure the district, serving our 50% Latino community ensuring culturally-competent care
- Use pre-established relationships in order to build coalitions connecting NCFPD leadership with potential grants, funding, and lobbying opportunities
- Partner with community organizations and nonprofits to ensure we are providing the highest level of care and services are reaching as many community members as possible

ALTERNATE, BOARD OF DIRECTORS

NORTH COUNTY DISPATCH JOINT POWERS AUTHORITY (JPA) | Jul 2022 - present

North County Dispatch Joint Powers Authority, or North Comm, provides fire and medical emergency dispatch services to most city fire departments and fire district agencies in North San Diego County and private security dispatch to the Rancho Santa Fe Patrol.

ELECTED BOARD MEMBER

FALLBROOK COMMUNITY PLANNING GROUP | Jan 2021 - present

- Advise San Diego County, County Supervisors, and SANDAG on Fallbrook land use matters
- Led community redistricting efforts by drafting public statements and organizing strategic initiatives, including two letters sent by the Fallbrook Planning Group that inspired other planning groups to send letters
- Serve on the Circulation (roads, traffic circulation, and sidewalks) and Public Facilities Committees (utility-related projects)
- Member of the Ad-Hoc Social Media Committee to establish social media guidelines for the Fallbrook Planning Group and its members
- As Board Secretary, drafted board and committee agendas, issued information to the local newspaper, and disseminated information through social media reaching an average of 1,800-2,800 people per post
- Write speeches and prepares talking points for weekly public engagements

APPOINTED DIRECTOR, BOARD OF DIRECTORS

MISSION RESOURCE CONSERVATION DISTRICT | Jan 2023 - present

MRCD works to promote the conservation of soil, water, and other natural resources in the San Luis Rey and Santa Margarita watersheds through effective planning that ensures a healthy ecosystem and provides economic benefits and quality of life for landowners/land occupants and the general public. Through partnerships with water agencies, MRCD works with ratepayers to assist with conservation and savings on water bills.

RELEVANT WORK EXPERIENCE

CHIEF OF STAFF/CAMPAIGN MANAGER

COUNTY SUPERVISOR CAMPAIGN | Feb 2022 - Dec 2022

- Managed daily campaign operations
- Supervised staff in various roles including communications, field operations, and volunteer recruitment
- Drafted and disseminated campaign messaging through media, surrogates, and digital outlets
- Coordinated calendar for speaking engagements, fundraisers, and community appearances
- Interfaced with community groups, elected officials, partnering campaigns, and political organizations
- Coordinated with 23 overlapping campaigns (school board, city council, special districts) in the 2,200 square-mile district

LOCAL COMMUNITY SERVICE & LEADERSHIP

Member, Fallbrook Chamber of Commerce

Advisor, Board of Directors, Fallbrook Village Association

which promotes and supports the economic, physical and cultural revitalization of the Fallbrook area.

Strategic Steering Committee Chair, Fallbrook Village Association

led the committee to establish the organization's first strategic plan

Member, Friends of the Fallbrook Library


Member & Fundraiser, Fallbrook Land Conservancy

Regular Board Meeting, March 28, 2023

Fundraiser, Fallbrook Animal Sanctuary



PERSONAL

 760-723-2012 (office)

 rpike@ncfire.org

 ncfire.org/board-director-ross-pike

EDUCATION

 **Grand Rapids Community College**
Communications

 **Bellevue University**
Business Management

CERTIFICATIONS

 **Leading Diverse Teams**
University of California-Irvine


 **People & Business Leadership**
Bellevue University


 **Successful Negotiation**
University of Michigan

MEMBERSHIPS & AFFILIATIONS

- Fallbrook Chamber of Commerce
- California Special Districts Association (CSDA)
- Society for Human Resource Management (SHRM)
- American Management Association
- American Association of Political Consultants (AAPC)
- Young Elected Officials Network

AWARDS & RECOGNITION

 "Awesome Award" on behalf of Rady Children's Hospital for Children's Miracle Network fundraising (2021)

 "Benham Service & Civic Engagement Award" for civic engagement and community outreach (2012)

ATTACHMENT A

**NOMINATION OF THE SPECIAL DISTRICT REPRESENTATIVE
FOR THE SAN DIEGO LOCAL AGENCY FORMATION COMMISSION
REGULAR MEMBER**

The North County Fire Protection District is pleased to nominate Ross Pike as a
(Name of Independent Special District) (Name of Candidate)

Candidate for the San Diego Local Agency Formation Commission as a regular special district member with a term expiring 2027.

As presiding officer or his/her delegated alternate as provided by the governing board, I hereby certify that:

- The nominee is a member of a legislative body of an independent special district whom resides in San Diego County.

Cindy Acosta

(Presiding Officer Signature)

Cindy Acosta

(Print name)

Board President NCFPD

(Print Title)

01/30/2023

(Date)

PLEASE ATTACH RESUME FOR NOMINEE

- Limit two-pages
- Must be submitted with Nomination Form

RECEIVED

FEB 21 2023

SAN DIEGO LAFCO

EDUCATION

U.C. Berkeley/ University of California, San Diego

Major: Pre-Law Program/Bachelor of Arts in Political Science

Minor: Psychology

College for Financial Planning

Chartered Retirement Planning Counselor Designation

2017-2023

Kaplan Financial Education

Series 7 Stock Broker License

Chelsea Financial Services Broker Training Programs

Life Insurance and Financial Planning, (Multi-State)

COMMUNITY INVOLVEMENT:

Commissioner- San Diego LAFCO 2019- Present

2550 Fifth Avenue Suite 725

San Diego, CA 92103

619.321.3380

Alpine Fire Protection District Board

Vice President 2023 - 2027

Board Member - 2018 - 2022

Alpine Kiwanis

Member - 2018 - Present

Board Member 2019- Present

East County Federal Credit Union

President 2019-2023 Supervisory Board Committee

Santee Chamber of Commerce

Executive Board Member - 1996-1998

Elected to handle budgetary and Administrative issues at the local Santee Chamber

Relevant Skills and Strengths:

- Owner/Operator of successful insurance company
- Office Administrator of success Counseling Business in East County
- Over 10 years in Senior Management position
- Excellent Mediation and Negotiation Skills
- Active in Alpine and surrounding communities helping seniors, homeless and special needs groups
- Strong supporter of our military, public safety and homeless populations

- Excellent Customer Service Skills
- Committed to the safety and future of our community and surrounding communities
- Actively involved in community organizations
- Working knowledge of vocational rehabilitation and clinical procedures in counseling office that specializes in Worker's Compensation and Expert Testimony.
- HIPAA trained and compliant; ensuring confidentiality of sensitive medical, mental health and personal information; reviewed confidential and sensitive med/legal files.
- Experience with Workers-Compensation and assisting injured workers with re-employment/return to work benefits; identifying suitable employment opportunities after reviewing physical disabilities and permanent restrictions. Assisted government employees in return-to-work with suitable and gainful employment.
- Heavy interaction with injured workers, physicians, attorneys, insurance carriers and claims adjusters, psychologists, government entities, schools and employers.
- Performed client intake
- Conducted Labor Market research, and Labor Market reports
- Reviewed and analyzed Sub Rosa tapes
- Excellent Microsoft Office, PC and Mac experience; managed electronic client data files
- Exceptional interpersonal and organizational skills, reliable and personable

PROFESSIONAL EXPERIENCE

Hartley Cylke Pacific Insurance Agency, San Diego, CA

Insurance Broker - 2003 - Present - (FT)

Responsible for Group Medical, Life and Health Insurance and various Fix Annuities, Retirement Planning and assisting clients with their insurance needs.

Chelsea Advisory Services , San Diego, CA

Insurance Broker - 1997 - Present - (PT)

Investment Advisor Representative that specializes in Retirement Planning, Series 7 Stock Broker license. Life Insurance and Financial Planning with clients.

Jeannette S. Clark & Associates Inc.

Office Administrator 10/1/2009 - Present - (PT), El Cajon, CA

Office Administrator and Logistics Manager for Certified Department of Labor Counseling/Vocational Rehabilitation and Personal Counseling Office: Responsible for Drafting and editing legal documents and correspondence, assisted Worker's Compensation clientele (injured Department of Labor, veterans and other government workers) with re-employment/ return to work benefits. Working knowledge of clinical procedures in vocational rehabilitation in a Counseling office. Heavy interaction with physicians, attorneys, psychologists, government entities, insurance carriers and claims adjusters, schools and employers. Performed client intake. Review confidential and sensitive medical files and brief attorneys; conduct labor market research surveys; reviewed, analyzed Sub Rosa tapes; generate legal and general correspondence including drafting expert witness statements; cash handling experience. Troubleshooting of PC/Mac and

software. Electronic data management and filing. Excellent client relations. Greet clients, provide assistance in person and via phone. Answer telephones, respond to e-mails, schedule client appointments, and coordinate travel arrangements.

Denny's Restaurants

Restaurant Manager - 1981 - 1983, Pacific Beach, CA

Responsible for managing, marketing, scheduling, interviewing, hiring and termination of employees, teaching employees how to maintain a safe work place, food orders, front and back staff, cost of sales, budgets, cash handling, working with vendors and customer service.

COMMUNITY INVOLVEMENT:

Alpine Fire Protection District Board

Board Member - 2018

Alpine Kiwanis

Member - 2018

Santee Chamber of Commerce

Executive Board Member - 1996-1998

Elected to handle budgetary and Administrative issues at the local Santee Chamber

ATTACHMENT A

**NOMINATION OF THE SPECIAL DISTRICT REPRESENTATIVE
FOR THE SAN DIEGO LOCAL AGENCY FORMATION COMMISSION
REGULAR MEMBER**

The ALPINE FIRE PROTECTION DISTRICT is pleased to nominate BARRY WILLIS as a
(Name of Independent Special District) (Name of Candidate)

Candidate for the San Diego Local Agency Formation Commission as a regular special district member with a term expiring 2027.

As presiding officer or his/her delegated alternate as provided by the governing board, I hereby certify that:

- The nominee is a member of a legislative body of an independent special district whom resides in San Diego County.

Stephen R. Taylor
(Presiding Officer Signature)

Stephen R. Taylor
(Print name)

PRESIDENT

(Print Title)

1/17/23
(Date)

RECEIVED

JAN 25 2023

SAN DIEGO LAFCO

PLEASE ATTACH RESUME FOR NOMINEE

- Limit two-pages
- Must be submitted with Nomination Form

David A. Drake

Escondido, CA

daviddrake@cox.net

David Drake is one of the original inventors and co-founder of SmartCover Systems. He served as the initial head of engineering and wrote the formative software. He currently is a member of the Board of Directors of SmartCover. In 2020, he was named as the Industry Icon by Water and Wastes Digest.

David Drake was elected as Vice President of the Association of California Water Agencies Joint Powers Insurance Authority in September of 2022. He was subsequently appointed to the ACWA Board of Directors.

Mr. Drake was elected as an Alternate Commissioner for Special Districts to the San Diego County Local Area Formation Commission (LAFCO) in July, 2022.

Mr. Drake was appointed to the Board of Directors in January of 2006 as the Division II representative of Rincon del Diablo Municipal Water District's Parent District and Improvement District "E."

Mr. Drake has served in engineering and management roles since 1974. He was a Member of the Technical Staff at the Jet Propulsion Laboratory, Manager of Engineering at Oak Industries, Software Unit Manager at Digital Equipment Corporation, CIO and VP at Mitchell International, Internet Service Architect at SAIC, and Co-founder and Enterprise Architect of SmartCover Systems in Escondido, CA. He holds 15 US and five foreign patents and has three pending patents. He graduated from Caltech in Engineering and is a Life Member of the Caltech Alumni Association. In 2017 he was named a Life Member of Institute of Electrical and Electronics Engineers (IEEE) and was awarded his Masters Degree in Electrical Engineering from USC.

Mr. Drake has lived in Escondido since 1979.

ATTACHMENT B

NOMINATION OF THE SPECIAL DISTRICT REPRESENTATIVE
FOR THE SAN DIEGO LOCAL AGENCY FORMATION COMMISSION
ALTERNATE MEMBER

The Avicore del Diablo MUD is pleased to nominate Dustin Drake as a
(Name of Independent Special District) (Name of Candidate)

Candidate for the San Diego Local Agency Formation Commission as an alternate special district member with a term expiring 2027.

As presiding officer or his/her delegated alternate as provided by the governing board, I hereby certify that:

- The nominee is a member of a legislative body of an independent special district whom resides in San Diego County.

Jim Mustland
(Presiding Officer Signature)

Jim Mustland
(Print name)

President
(Print Title)

1/26/2023
(Date)

PLEASE ATTACH RESUME FOR NOMINEE

- Limit two-pages
- Must be submitted with Nomination Form

RECEIVED
FEB 14 2023
SAN DIEGO LAFCO

Jeff Damon Griffith

EDUCATION:

Butte College, Oroville, California
Associates Degree-1994
Certificate of Achievement-Paramedic
Enterprise High, Redding, California

LICENSES:

State of California:
Paramedic
Commercial Driver License "A"

WORK EXPERIENCE:

10/01/2021 – Present Palomar College
Part-Time Faculty
Emergency Medical Education
1140 W Mission Rd.
San Marcos, CA 92069
(760) 744-1150

02/29/2006 – 12/21/2021 Cal Fire/Riverside Unit
Glen Oaks Station #96
Temecula Division/Battalion 15
(951) 302-7502
Fire Captain – Schedule "A"

11/06/2012 – Present Palomar Health District
2185 Citracado Parkway
Escondido, CA 92029
Phone: (442) 281-5000
Board of Directors, Vice Chair

10/23/1988 -09/11/2006 CDF/Ramona Fire Department
Battalion 8
829 San Vicente Road
Ramona, CA 92065
(760) 788-2222
Position: Fire Apparatus Engineer/Paramedic
Schedule "A" Proctor/Field Training Officer

Additional Information:

As of November 6, 2012, I have been elected to the Board of Directors for Palomar Health. It is a seven-member board with a term of four years. The responsibility of the Board Member is to develop and ensure that the organization's mission and vision statements are carried out in an effective and ethical manner. To that end, the member is accountable for oversight and implementation of policies and monitoring of the organizations performance in establishment of strategic direction, financial stewardship, quality outcomes and leadership of the Healthcare District.

Palomar Health is the largest public health district in the State of California serving communities in an 850-square mile area and a trauma center that covers more than 2,200 square miles of South Riverside and North San Diego Counties.

Currently, I am Vice Chair and Chair the Governance Committee and I have been re-elected to another four-year term as of November 8, 2016.

I have also been certified in Essentials of Healthcare Governance.

As of September 24, 2013, I have been appointed to the San Diego County Health Services Advisory Board (HSAB) to represent District 3. I continued until 2016.

As of April 21, 2017, I have been appointed to San Diego County Medical Reserve Corps as a "Disaster Service Worker" The San Diego Medical Reserve Corps (MRC) is a community-based group of local medical and health workers who can serve as volunteers during a local health emergency. The mission of the San Diego County Medical Reserve Corps (MRC) is to enhance San Diego County's ability to respond to public health emergencies or disasters with a team of trained health professionals. The MRC accomplishes this by:

- Involving volunteers in response drills and exercises
- Linking MRC members with local public health initiatives and education campaigns for ongoing community engagement

In 2021, I was appointed to the Association of California Healthcare Districts (ACHD) to serve as a member of the Board of Directors. ACHD works with numerous state and local entities to promote the role of Healthcare Districts play in the responding to the specialized health needs of tens of millions of California while also have direct accountability to the communities that Districts serve. I have been assigned to the Advocacy and Governance committees.

If you have any questions, please give me a call.

ATTACHMENT B

**NOMINATION OF THE SPECIAL DISTRICT REPRESENTATIVE
FOR THE SAN DIEGO LOCAL AGENCY FORMATION COMMISSION
ALTERNATE MEMBER**

The Palomar Health is pleased to nominate Jeff Griffith as a
(Name of Independent Special District) (Name of Candidate)

Candidate for the San Diego Local Agency Formation Commission as an alternate special district member with a term expiring 2027.

As presiding officer or his/her delegated alternate as provided by the governing board, I hereby certify that:

- The nominee is a member of a legislative body of an independent special district whom resides in San Diego County.

Linda Greer Chair
(Presiding Officer Signature)

Linda Greer RN Chair
(Name)

2/19/23
Date

PLEASE ATTACH RESUME FOR NOMINEE
Limit to 4 pages
Must be submitted with Nomination Form

RECEIVED
FEB 20 2023
SAN DIEGO LAFCO



NORTH COUNTY FIRE PROTECTION DISTRICT

STAFF REPORT

TO: BOARD OF DIRECTORS
FROM: CHIEF MCREYNOLDS & BOARD CLERK CANPINAR
DATE: MARCH 28, 2023
SUBJECT: RESOLUTION 2023-02 SUPPORTING ASSEMBLY BILL 557

ACTION AGENDA

RECOMMENDATION:

That the NCFPD Board of Directors consider a Board Resolution taking a position of support for Assembly Bill 557 (AB 557) related to emergency remote meeting procedures under the Ralph M. Brown Act.

BACKGROUND:

The California Special Districts Association (CSDA) is advocating that government leaders support AB 557 (Attachment 1) and encourage all California special districts to join the coalition by passing a Board Resolution (Attachment 2) and submitting a letter of support (Attachment 3) for AB 557.

Local agencies have effectively utilized the procedures established by AB 361 to meet remotely during the COVID-19 pandemic. The COVID-19 state of emergency in California terminated at the end of February 2023, whereupon local agencies will no longer be able to use AB 361 for COVID-19-related reasons. However, local agencies may rely on AB 361's provisions after February should there be a different emergency (e.g. wildfires, earthquakes, etc.) that makes it unsafe to meet in-person, so long as that emergency is accompanied by a formal state of emergency declaration made by the Governor.

This will be the case until the end of 2023. After that point, the provisions added to the Brown Act by AB 361 "sunset", or expire, on their own terms and local agencies will lose statutory authority for remote emergency meetings established by AB 361¹. In order to preserve the modified remote meeting procedures beyond the end of 2023, CSDA has sponsored AB 557, which would abolish the sunset that would otherwise repeal these procedures.

AB 557 also makes one minor change to the timeframe for the renewal resolutions required under the AB 361 framework. Currently, the terms of AB 361 require an agency looking to rely on its provisions beyond 30 days to pass a resolution recognizing that the state of emergency prompting the transition to remote meetings remains active, and that conditions

¹ In addition, AB 2449, effective January 1, 2023, amended the Brown Act to ease teleconferencing at public meetings as long as a quorum of the legislative body participates in person from a physical location open to the public; the remaining agency members can participate remotely if necessary.

persist that prevent the agency from holding meetings safely in-person. AB 557 would change this to 45 days, providing agencies with an additional two weeks and accommodating those agencies that meet monthly on a fixed date that may occasionally fall outside of the original 30-day window provided by AB 361.

DISCUSSION:

While California seeks to transition to a post-COVID era, the threat of additional emergencies remains, as has been made abundantly clear by recent wildfires and flooding. Absent any legislative intervention, the processes established by AB 361 to provide remote meeting flexibility to local agencies in emergency circumstances will expire at the end of this year. To remain best equipped to address future emergencies and allow local agencies to effectively react and respond, AB 557 would eliminate the sunset on the emergency remote meeting procedures added to California Government Code section 54953. Additionally, AB 557 would adjust the timeframe for the resolutions passed to renew an agency’s temporary transition to emergency remote meetings to 45 days, up from the previous number of 30 days.

FISCAL ANALYSIS:

There is no fiscal impact to the District.

SUMMARY:

Assembly Bill 557 will preserve an effective tool for North County Fire Protection District when facing emergencies that would otherwise prevent conducting the people’s business when faced with an emergency. Given these concerns, Staff recommend the Board take a position supporting AB 557 and adoption Resolution 2023-02.

Attachments:

- Attachment 1: Bill Text of AB 557
- Attachment 2: Draft Resolution
- Attachment 3: Draft Letter in Support of AB 557

Attachment 1



AB-557 Open meetings: local agencies: teleconferences. (2023-2024)

SHARE THIS:



Date Published: 02/08/2023 09:00 PM

CALIFORNIA LEGISLATURE— 2023–2024 REGULAR SESSION

ASSEMBLY BILL**NO. 557****Introduced by Assembly Member Hart****February 08, 2023**

An act to amend and repeal Section 54953 of the Government Code, relating to local government.

LEGISLATIVE COUNSEL'S DIGEST

AB 557, as introduced, Hart. Open meetings: local agencies: teleconferences.

(1) Existing law, the Ralph M. Brown Act, requires, with specified exceptions, that all meetings of a legislative body of a local agency, as those terms are defined, be open and public and that all persons be permitted to attend and participate. The act contains specified provisions regarding providing for the ability of the public to observe and provide comment. The act allows for meetings to occur via teleconferencing subject to certain requirements, particularly that the legislative body notice each teleconference location of each member that will be participating in the public meeting, that each teleconference location be accessible to the public, that members of the public be allowed to address the legislative body at each teleconference location, that the legislative body post an agenda at each teleconference location, and that at least a quorum of the legislative body participate from locations within the boundaries of the local agency's jurisdiction. The act provides an exemption to the jurisdictional requirement for health authorities, as defined.

Existing law, until January 1, 2024, authorizes a local agency to use teleconferencing without complying with those specified teleconferencing requirements in specified circumstances when a declared state of emergency is in effect, or in other situations related to public health, as specified. If there is a continuing state of emergency, or if state or local officials have imposed or recommended measures to promote social distancing, existing law requires a legislative body to make specified findings not later than 30 days after the first teleconferenced meeting, and to make those findings every 30 days thereafter, in order to continue to meet under these abbreviated teleconferencing procedures.

Existing law requires a legislative body that holds a teleconferenced meeting under these abbreviated teleconferencing procedures to give notice of the meeting and post agendas, as described, to allow members of the public to access the meeting and address the legislative body, to give notice of the means by which members of the public may access the meeting and offer public comment, including an opportunity for all persons to attend via a call-in option or an internet-based service option. Existing law prohibits a legislative body that holds

Regular Board Meeting March, 28, 2023

078

a teleconferenced meeting under these abbreviated teleconferencing procedures from requiring public comments to be submitted in advance of the meeting and would specify that the legislative body must provide an opportunity for the public to address the legislative body and offer comment in real time.

This bill would extend the above-described abbreviated teleconferencing provisions when a declared state of emergency is in effect, or in other situations related to public health, as specified, indefinitely. The bill would also extend the period for a legislative body to make the above-described findings related to a continuing state of emergency and social distancing to not later than 45 days after the first teleconferenced meeting, and every 45 days thereafter, in order to continue to meet under the abbreviated teleconferencing procedures.

The bill would additionally make nonsubstantive changes to those provisions and correct erroneous cross references .

(2) The California Constitution requires local agencies, for the purpose of ensuring public access to the meetings of public bodies and the writings of public officials and agencies, to comply with a statutory enactment that amends or enacts laws relating to public records or open meetings and contains findings demonstrating that the enactment furthers the constitutional requirements relating to this purpose.

This bill would make legislative findings to that effect.

Vote: majority Appropriation: no Fiscal Committee: no Local Program: no

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. Section 54953 of the Government Code, as amended by Section 1 of Chapter 285 of the Statutes of 2022, is amended to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, except as otherwise provided in this chapter.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all otherwise applicable requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. If the legislative body of a local agency elects to use teleconferencing, the legislative body of a local agency shall comply with all of the following:

(A) All votes taken during a teleconferenced meeting shall be by rollcall.

(B) The teleconferenced meetings shall be conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency.

(C) The legislative body shall give notice of the meeting and post agendas as otherwise required by this chapter.

(D) The legislative body shall allow members of the public to access the meeting and the agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivisions (d) and (e).

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public's right under the California Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) (1) The legislative body of a local agency may use teleconferencing without complying with the requirements of paragraph (3) of subdivision (b) if the legislative body complies with the requirements of paragraph (2) of this subdivision in any of the following circumstances:

(A) The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.

(B) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(C) The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(2) A legislative body that holds a meeting pursuant to this subdivision shall do all of the following:

(A) In each instance in which notice of the time of the teleconferenced meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the means by which members of the public may access the meeting and offer public comment. The agenda shall identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option.

(B) In the event of a disruption that prevents the legislative body from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the local agency's control that prevents members of the public from offering public comments using the call-in option or internet-based service option, the legislative body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. Actions taken on agenda items during a disruption that prevents the legislative body from broadcasting the meeting may be challenged pursuant to Section 54960.1.

(C) The legislative body shall not require public comments to be submitted in advance of the meeting and must provide an opportunity for the public to address the legislative body and offer comment in real time.

(D) Notwithstanding Section 54953.3, an individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body, that

requires registration to log in to a teleconference may be required to register as required by the third-party internet website or online platform to participate.

(E) (i) A legislative body that provides a timed public comment period for each agenda item shall not close the public comment period for the agenda item, or the opportunity to register, pursuant to subparagraph ~~(F)~~, (D), to provide public comment until that timed public comment period has elapsed.

(ii) A legislative body that does not provide a timed public comment period, but takes public comment separately on each agenda item, shall allow a reasonable amount of time per agenda item to allow public members the opportunity to provide public comment, including time for members of the public to register pursuant to subparagraph ~~(F)~~, (D), or otherwise be recognized for the purpose of providing public comment.

(iii) A legislative body that provides a timed general public comment period that does not correspond to a specific agenda item shall not close the public comment period or the opportunity to register, pursuant to subparagraph ~~(F)~~, (D), until the timed general public comment period has elapsed.

(3) If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference without compliance with paragraph (3) of subdivision (b), the legislative body shall, not later than ~~30~~ 45 days after teleconferencing for the first time pursuant to subparagraph (A), (B), or (C) of paragraph (1), and every ~~30~~ 45 days thereafter, make the following findings by majority vote:

(A) The legislative body has reconsidered the circumstances of the state of emergency.

(B) Any of the following circumstances exist:

(i) The state of emergency continues to directly impact the ability of the members to meet safely in person.

(ii) State or local officials continue to impose or recommend measures to promote social distancing.

(4) This subdivision shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(f) (1) The legislative body of a local agency may use teleconferencing without complying with paragraph (3) of subdivision (b) if, during the teleconference meeting, at least a quorum of the members of the legislative body participates in person from a singular physical location clearly identified on the agenda, which location shall be open to the public and situated within the boundaries of the territory over which the local agency exercises jurisdiction and the legislative body complies with all of the following:

(A) The legislative body shall provide at least one of the following as a means by which the public may remotely hear and visually observe the meeting, and remotely address the legislative body:

(i) A two-way audiovisual platform.

(ii) A two-way telephonic service and a live webcasting of the meeting.

(B) In each instance in which notice of the time of the teleconferenced meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the means by which members of the public may access the meeting and offer public comment.

(C) The agenda shall identify and include an opportunity for all persons to attend and address the legislative body directly pursuant to Section 54954.3 via a call-in option, via an internet-based service option, and at the in-person location of the meeting.

(D) In the event of a disruption that prevents the legislative body from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the local agency's control that prevents members of the public from offering public comments using the call-in option or internet-based service option, the legislative body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. Actions taken on agenda items during a disruption that prevents the legislative body from broadcasting the meeting may be challenged pursuant to Section 54960.1.

(E) The legislative body shall not require public comments to be submitted in advance of the meeting and must provide an opportunity for the public to address the legislative body and offer comment in real time.

(F) Notwithstanding Section 54953.3, an individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body, that requires registration to log in to a teleconference may be required to register as required by the third-party internet website or online platform to participate.

(2) A member of the legislative body shall only participate in the meeting remotely pursuant to this subdivision, if all of the following requirements are met:

(A) One of the following circumstances applies:

(i) The member notifies the legislative body at the earliest opportunity possible, including at the start of a regular meeting, of their need to participate remotely for just cause, including a general description of the circumstances relating to their need to appear remotely at the given meeting. The provisions of this clause shall not be used by any member of the legislative body for more than two meetings per calendar year.

(ii) The member requests the legislative body to allow them to participate in the meeting remotely due to emergency circumstances and the legislative body takes action to approve the request. The legislative body shall request a general description of the circumstances relating to their need to appear remotely at the given meeting. A general description of an item generally need not exceed 20 words and shall not require the member to disclose any medical diagnosis or disability, or any personal medical information that is already exempt under existing law, such as the Confidentiality of Medical Information Act (Chapter 1 (commencing with Section 56) of Part 2.6 of Division 1 of the Civil Code). For the purposes of this clause, the following requirements apply:

(I) A member shall make a request to participate remotely at a meeting pursuant to this clause as soon as possible. The member shall make a separate request for each meeting in which they seek to participate remotely.

(II) The legislative body may take action on a request to participate remotely at the earliest opportunity. If the request does not allow sufficient time to place proposed action on such a request on the posted agenda for the meeting for which the request is made, the legislative body may take action at the beginning of the meeting in accordance with paragraph (4) of subdivision (b) of Section 54954.2.

(B) The member shall publicly disclose at the meeting before any action is taken, whether any other individuals 18 years of age or older are present in the room at the remote location with the member, and the general nature of the member's relationship with any such individuals.

(C) The member shall participate through both audio and visual technology.

(3) The provisions of this subdivision shall not serve as a means for any member of a legislative body to participate in meetings of the legislative body solely by teleconference from a remote location for a period of more than three consecutive months or 20 percent of the regular meetings for the local agency within a calendar year, or more than two meetings if the legislative body regularly meets fewer than 10 times per calendar year.

(g) The legislative body shall have and implement a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities, consistent with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and resolving any doubt in favor of accessibility. In each instance in which notice of the time of the meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the procedure for receiving and resolving requests for accommodation.

(h) The legislative body shall conduct meetings subject to this chapter consistent with applicable civil rights and nondiscrimination laws.

(i) (1) Nothing in this section shall prohibit a legislative body from providing the public with additional teleconference locations.

(2) Nothing in this section shall prohibit a legislative body from providing ~~members of~~ the public with additional physical locations in which the public may observe and address the legislative body by electronic means.

(j) For the purposes of this section, the following definitions shall apply:

(1) "Emergency circumstances" means a physical or family medical emergency that prevents a member from attending in person.

(2) "Just cause" means any of the following:

(A) A childcare or caregiving need of a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner that requires them to participate remotely. "Child," "parent," "grandparent," "grandchild," and "sibling" have the same meaning as those terms do in Section 12945.2.

(B) A contagious illness that prevents a member from attending in person.

(C) A need related to a physical or mental disability as defined in Sections 12926 and 12926.1 not otherwise accommodated by subdivision (g).

(D) Travel while on official business of the legislative body or another state or local agency.

(3) "Remote location" means a location from which a member of a legislative body participates in a meeting pursuant to subdivision (f), other than any physical meeting location designated in the notice of the meeting. Remote locations need not be accessible to the public.

(4) "Remote participation" means participation in a meeting by teleconference at a location other than any physical meeting location designated in the notice of the meeting. Watching or listening to a meeting via webcasting or another similar electronic medium that does not permit members to interactively hear, discuss, or deliberate on matters, does not constitute remote participation.

(5) "State of emergency" means a state of emergency proclaimed pursuant to Section 8625 of the California Emergency Services Act (Article 1 (commencing with Section 8550) of Chapter 7 of Division 1 of Title 2).

(6) "Teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both.

(7) "Two-way audiovisual platform" means an online platform that provides participants with the ability to participate in a meeting via both an interactive video conference and a two-way telephonic function.

(8) "Two-way telephonic service" means a telephone service that does not require internet access, is not provided as part of a two-way audiovisual platform, and allows participants to dial a telephone number to listen and verbally participate.

(9) "Webcasting" means a streaming video broadcast online or on television, using streaming media technology to distribute a single content source to many simultaneous listeners and viewers.

(k) This section shall remain in effect only until January 1, ~~2024~~, 2026, and as of that date is repealed.

SEC. 2. Section 54953 of the Government Code, as amended by Section 2 of Chapter 285 of the Statutes of 2022, is amended to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, except as otherwise provided in this chapter.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all otherwise applicable requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. If the legislative body of a local agency elects to use teleconferencing, the legislative body of a local agency shall comply with all of the following:

(A) All votes taken during a teleconferenced meeting shall be by rollcall.

(B) The teleconferenced meetings shall be conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency.

(C) The legislative body shall give notice of the meeting and post agendas as otherwise required by this chapter.

(D) The legislative body shall allow members of the public to access the meeting and the agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in ~~subdivision (d)~~ *subdivisions (d) and (e)*.

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public's right under the California Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) (1) The legislative body of a local agency may use teleconferencing without complying with *the requirements of* paragraph (3) of subdivision (b) ~~if, during the teleconference meeting, at least a quorum of the members of the legislative body participates in person from a singular physical location clearly identified on the agenda, which location shall be open to the public and situated within the boundaries of the territory over which the local agency exercises jurisdiction and the legislative body complies with all of the following:—~~

~~(A) The legislative body shall provide at least one of the following as a means by which the public may remotely hear and visually observe the meeting, and remotely address the legislative body:—~~

~~(i) A two-way audiovisual platform;—~~

~~(ii) A two-way telephonic service and a live webcasting of the meeting.—~~

if the legislative body complies with the requirements of paragraph (2) of this subdivision in any of the following circumstances:

(A) The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.

(B) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(C) The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(2) A legislative body that holds a meeting pursuant to this subdivision shall do all of the following:

~~(B)~~

*(A) In each instance in which notice of the time of the teleconferenced meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the means by which members of the public may access the meeting and offer public comment. **The agenda shall identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option.***

~~*(C) The agenda shall identify and include an opportunity for all persons to attend and address the legislative body directly pursuant to Section 54954.3 via a call-in option, via an internet-based service option, and at the in-person location of the meeting.*~~

~~(D)~~

(B) In the event of a disruption that prevents the legislative body from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the local agency's control that prevents members of the public from offering public comments using the call-in option or internet-based service option, the legislative body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. Actions taken on agenda items during a disruption that prevents the legislative body from broadcasting the meeting may be challenged pursuant to Section 54960.1.

~~(E)~~

(C) The legislative body shall not require public comments to be submitted in advance of the meeting and must provide an opportunity for the public to address the legislative body and offer comment in real time.

~~(F)~~

(D) Notwithstanding Section 54953.3, an individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body, that requires registration to log in to a teleconference may be required to register as required by the third-party internet website or online platform to participate.

~~*(2) A member of the legislative body shall only participate in the meeting remotely pursuant to this subdivision, if all of the following requirements are met:*~~

~~*(A) One of the following circumstances applies:*~~

~~*(i) The member notifies the legislative body at the earliest opportunity possible, including at the start of a regular meeting, of their need to participate remotely for just cause, including a general description of the circumstances relating to their need to appear remotely at the given meeting. The provisions of this clause shall not be used by any member of the legislative body for more than two meetings per calendar year.*~~

~~*(ii) The member requests the legislative body to allow them to participate in the meeting remotely due to emergency circumstances and the legislative body takes action to approve the request. The legislative body shall request a general description of the circumstances relating to their need to appear remotely at the given meeting. A general description of an item generally need not exceed 20 words and shall not require the member to disclose any medical diagnosis or disability, or any personal medical information that is already exempt under existing law, such as the Confidentiality of Medical Information Act (Chapter*~~

~~1 (commencing with Section 56) of Part 2.6 of Division 1 of the Civil Code). For the purposes of this clause, the following requirements apply:~~

~~(I) A member shall make a request to participate remotely at a meeting pursuant to this clause as soon as possible. The member shall make a separate request for each meeting in which they seek to participate remotely.~~

~~(II) The legislative body may take action on a request to participate remotely at the earliest opportunity. If the request does not allow sufficient time to place proposed action on such a request on the posted agenda for the meeting for which the request is made, the legislative body may take action at the beginning of the meeting in accordance with paragraph (4) of subdivision (b) of Section 54954.2.~~

~~(B) The member shall publicly disclose at the meeting before any action is taken whether any other individuals 18 years of age or older are present in the room at the remote location with the member, and the general nature of the member's relationship with any such individuals.~~

~~(C) The member shall participate through both audio and visual technology.~~

~~(3) The provisions of this subdivision shall not serve as a means for any member of a legislative body to participate in meetings of the legislative body solely by teleconference from a remote location for a period of more than three consecutive months or 20 percent of the regular meetings for the local agency within a calendar year, or more than two meetings if the legislative body regularly meets fewer than 10 times per calendar year.~~

(E) (i) A legislative body that provides a timed public comment period for each agenda item shall not close the public comment period for the agenda item, or the opportunity to register, pursuant to subparagraph (D), to provide public comment until that timed public comment period has elapsed.

(ii) A legislative body that does not provide a timed public comment period, but takes public comment separately on each agenda item, shall allow a reasonable amount of time per agenda item to allow public members the opportunity to provide public comment, including time for members of the public to register pursuant to subparagraph (D), or otherwise be recognized for the purpose of providing public comment.

(iii) A legislative body that provides a timed general public comment period that does not correspond to a specific agenda item shall not close the public comment period or the opportunity to register, pursuant to subparagraph (D), until the timed general public comment period has elapsed.

(3) If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference without compliance with paragraph (3) of subdivision (b), the legislative body shall, not later than 45 days after teleconferencing for the first time pursuant to subparagraph (A), (B), or (C) of paragraph (1), and every 45 days thereafter, make the following findings by majority vote:

(A) The legislative body has reconsidered the circumstances of the state of emergency.

(B) Any of the following circumstances exist:

(i) The state of emergency continues to directly impact the ability of the members to meet safely in person.

(ii) State or local officials continue to impose or recommend measures to promote social distancing.

(4) This subdivision shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(f) The legislative body shall have and implement a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities, consistent with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and resolving any doubt in favor of accessibility. In each instance in which notice of the time of the meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the procedure for receiving and resolving requests for accommodation.

(g) The legislative body shall conduct meetings subject to this chapter consistent with applicable civil rights and nondiscrimination laws.

(h) (1) Nothing in this section shall prohibit a legislative body from providing the public with additional teleconference locations.

(2) Nothing in this section shall prohibit a legislative body from providing ~~members of~~ the public with additional physical locations in which the public may observe and address the legislative body by electronic means.

(i) For the purposes of this section, the following definitions shall apply:

~~(1) "Emergency circumstances" means a physical or family medical emergency that prevents a member from attending in person.~~

~~(2) "Just cause" means any of the following:~~

~~(A) A childcare or caregiving need of a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner that requires them to participate remotely. "Child," "parent," "grandparent," "grandchild," and "sibling" have the same meaning as those terms do in Section 12945.2.~~

~~(B) A contagious illness that prevents a member from attending in person.~~

~~(C) A need related to a physical or mental disability as defined in Sections 12926 and 12926.1 not otherwise accommodated by subdivision (f).~~

~~(D) Travel while on official business of the legislative body or another state or local agency.~~

~~(3) "Remote location" means a location from which a member of a legislative body participates in a meeting pursuant to subdivision (e), other than any physical meeting location designated in the notice of the meeting. Remote locations need not be accessible to the public.~~

~~(4) "Remote participation" means participation in a meeting by teleconference at a location other than any physical meeting location designated in the notice of the meeting. Watching or listening to a meeting via webcasting or another similar electronic medium that does not permit members to interactively hear, discuss, or deliberate on matters, does not constitute remote participation.~~

(1) "State of emergency" means a state of emergency proclaimed pursuant to Section 8625 of the California Emergency Services Act (Article 1 (commencing with Section 8550) of Chapter 7 of Division 1 of Title 2).

~~(5)~~

~~(2) "Teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both.~~

~~(6) "Two-way audiovisual platform" means an online platform that provides participants with the ability to participate in a meeting via both an interactive video conference and a two-way telephonic function.~~

~~(7) "Two-way telephonic service" means a telephone service that does not require internet access, is not provided as part of a two-way audiovisual platform, and allows participants to dial a telephone number to listen and verbally participate.~~

~~(8) "Webcasting" means a streaming video broadcast online or on television, using streaming media technology to distribute a single content source to many simultaneous listeners and viewers.~~

~~(j) This section shall become operative January 1, 2024, shall remain in effect only until January 1, 2026, and as of that date is repealed.~~

(j) This section shall become operative January 1, 2026.

SEC. 3. Section 54953 of the Government Code, as added by Section 3 of Chapter 285 of the Statutes of 2022, is repealed.

~~54953.(a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be~~
Regular Board Meeting March, 28, 2023 087

~~permitted to attend any meeting of the legislative body of a local agency, except as otherwise provided in this chapter:~~

~~(b)(1)Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.~~

~~(2)Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.~~

~~(3)If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivision (d). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.~~

~~(4)For the purposes of this section, "teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.~~

~~(c)(1)No legislative body shall take action by secret ballot, whether preliminary or final.~~

~~(2)The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.~~

~~(3)Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public's right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.~~

~~(d)(1)Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.~~

~~(2)Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.~~

~~(3)For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14016.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.~~

~~(e)This section shall become operative January 1, 2026.~~

SEC. 4. The Legislature finds and declares that Sections 1 and 2 of this act, which amend Section 54953 of the Government Code, furthers, within the meaning of paragraph (7) of subdivision (b) of Section 3 of Article I of the

California Constitution, the purposes of that constitutional section as it relates to the right of public access to the meetings of local public bodies or the writings of local public officials and local agencies. Pursuant to paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the Legislature makes the following findings:

This act is necessary to ensure minimum standards for public participation and notice requirements allowing for greater public participation in teleconference meetings.

Attachment 2



NORTH COUNTY FIRE PROTECTION DISTRICT

RESOLUTION 2023-02

RESOLUTION OF THE BOARD OF DIRECTORS OF THE NORTH COUNTY FIRE PROTECTION DISTRICT, SAN DIEGO COUNTY, STATE OF CALIFORNIA, SUPPORTING ASSEMBLY BILL 557 AND AUTHORIZATION TO SUBMIT A LETTER OF SUPPORT FOR ASSEMBLY BILL 557

WHEREAS, local agencies, including the North County Fire Protection District (“District”), have effectively utilized the procedures established by AB 361 to meet remotely during the COVID-19 pandemic;

WHEREAS, the COVID-19 state of emergency in California terminated at the end of February 2023, whereupon the District will no longer be able to use AB 361 to support remote meetings unless the Governor declares a state of emergency. Further, AB 361 will terminate completely at the end of 2023 and local agencies will lose statutory authority for remote emergency meetings established by AB 361;

WHEREAS, in order to preserve the modified remote meeting procedures beyond the end of 2023, AB 557 would abolish the sunset that would otherwise repeal these procedures. It would also extend the timeframe for Districts to adopt the necessary findings for authorization of remote meetings from 30 days to 45 days;

WHEREAS, absent any legislative intervention, the processes established by AB 361 to provide remote meeting flexibility to the District and other local agencies in emergency circumstances will expire at the end of this year;

WHEREAS, AB 557 will allow the District to be prepared for another state of emergency in which remote meetings may be necessary for the health and safety of District personnel and the people it serves; and

WHEREAS, it is the desire of the Board of Directors of the North County Fire Protection District to support AB 557 by sending a letter of support to the State legislature.

NOW, THEREFORE, the Board of Directors of the North County Fire Protection District **DOES HEREBY RESOLVE AS FOLLOWS**:

1. All of the statements and facts set forth above in the recitals are true and correct and incorporated herein by this reference.
2. The Board of Directors supports AB 557 as drafted.
3. The Board of Directors has reviewed the draft letter in support of AB 557 to Assembly Member Hart and approves of the same with any changes noted at the time of the adoption of this Resolution.

BE IT FURTHER RESOLVED that the Board Clerk is hereby directed to transmit a copy of this Resolution and the above-referenced letter of support to the attention of The Honorable Gregg Hart (lenh.voongAasm.ca.gov), California State Assembly, 1021 O Street, Suite 6230, Sacramento, CA 95814, and to Marcus Detwiler, Legislative



NORTH COUNTY FIRE PROTECTION DISTRICT RESOLUTION 2023-02

RESOLUTION OF THE BOARD OF DIRECTORS OF THE NORTH COUNTY FIRE PROTECTION DISTRICT, SAN DIEGO COUNTY, STATE OF CALIFORNIA, SUPPORTING ASSEMBLY BILL 557 AND AUTHORIZATION TO SUBMIT A LETTER OF SUPPORT FOR ASSEMBLY BILL 557

Representative, CSDA (advocacy@csda.net).

APPROVED, ADOPTED AND SIGNED by the Board of Directors, North County Fire Protection District, County of San Diego, State of California, on this **28th day of March, 2023**, by the following vote:

AYES: Acosta, Egkan, Munson, Pike and Shaw

NOES: None

ABSENT: None

ABSTAIN: None

RECUSED: None

Cindy Acosta, Board President

ATTEST:

I HEREBY CERTIFY that the foregoing is a true and correct copy of the resolution duly and regularly adopted by the Board of Directors of the North County Fire Protection District thereof held on the **28th day of March 2023** and that the same now appears on record in the Board Clerk's office.

IN WITNESS THEREOF, I hereunto set my hand and affixed by official seal this **28th day of March 2023**.

Mavis Canpinar, Board Clerk

NORTH COUNTY FIRE PROTECTION DISTRICT

330 S. Main Avenue • Fallbrook, California 92028-2938 • Phone: (760) 723-2005 • Fax: (760) 723-2072 • Web: www.ncfire.org

BOARD OF DIRECTORS

CINDY ACOSTA
JEFFERY EGKAN
KENNETH E. MUNSON
ROSS L. PIKE
CHRIS SHAW

KEITH MCREYNOLDS – Fire Chief/CEO - kmcreynolds@ncfire.org
KRISTEN S. STEINKE – District Counsel - ksteinke@bwslaw.com
MAVIS CANPINAR – Executive Assistant/Board Clerk - mavis@ncfire.org

March 7, 2023

The Honorable Gregg Hart
California State Assembly
1021 O Street, Suite 6230
Sacramento, CA 95814

RE: **Assembly Bill 557 (Hart) – Support [As Introduced]**

Dear Assembly Member Hart:

The North County Fire Protection District is pleased to inform you of our support for Assembly Bill 557, related to emergency remote meeting procedures under the Ralph M. Brown Act.

The changes made to California Government Code section 54953 by Assembly Bill 361 (R. Rivas, 2021) were of vital importance to local agencies looking to meet during the COVID-19 pandemic in order to continue to conduct the people's business. These changes were necessary in order to permit local agencies to meet during a time that it would have otherwise been impossible to meet in-person safely. Important safeguards were included to ensure transparency and accountability, including the fact that the emergency provisions were only applicable in instances where the California Governor had declared a state of emergency.

While California seeks to transition to a post-COVID era, the threat of additional emergencies remains, as has been made abundantly clear by recent flooding and wildfires. Absent any legislative intervention, the processes established by AB 361 to provide remote meeting flexibility to local agencies in emergency circumstances will expire at the end of this year. To remain best-equipped to address future emergencies and allow local agencies to effectively react and respond, AB 557 would eliminate the sunset on the emergency remote meeting procedures added to California Government Code section 54953. Additionally, AB 557 would adjust the timeframe for the resolutions passed to renew an agency's temporary transition to emergency remote meetings to 45 days, up from the previous number of 30 days. This would allow North County Fire Protection District to conduct business in the most efficient manner possible.

This legislation will preserve an effective tool for local agencies facing emergencies that would otherwise prevent them from conducting the people's business when faced with an emergency. For these reasons, North County Fire Protection District is pleased to support Assembly Bill 557. Please feel free to contact me at kmcreynolds@ncfire.org or at 330 S. Main Ave., Fallbrook CA 92028 if you have any questions.

Sincerely,

Keith McReynolds
Fire Chief/CEO
North County Fire Protection District

CC: Marcus Detwiler, Legislative Representative, California Special Districts Association



PROUDLY SERVING THE COMMUNITIES OF FALLBROOK, BONSALE AND RAINBOW

Page Intentionally Blank



NORTH COUNTY FIRE PROTECTION DISTRICT

STAFF REPORT

TO: BOARD OF DIRECTORS
FROM: BOARD CLERK CANPINAR
DATE: MARCH 28, 2023
SUBJECT: VALLEY CENTER FIRE PROTECTION DISTRICT TAX
APPORTIONMENT RATE

ACTION AGENDA

BACKGROUND:

The Valley Center Fire Protection District (VCFPD) is seeking support from the San Diego County Board of Supervisors to raise their tax apportionment formula from 2 percent of the 1 percent to 6 percent of the 1 percent. The VCFPD was formed on June 29, 1982, as a Special District by a vote of the citizens to provide Fire Protection, Rescue and EMS services to an 84.5 square mile area of unincorporated San Diego County. Valley Center Fire was assigned a tax apportionment formula of 2 percent of the 1 percent property tax allocation for a mostly agricultural, rural community.

DISCUSSION:

A request was made by Director Pike to have the NCFPD Board discuss whether or not the Board would be interested in sending a letter of support for the VCFPD. This will be an opportunity for the Board to discuss the issue in open session.

FISCAL ANALYSIS:

None

SUMMARY:

Should the Board agree to support this effort, a letter from Board President Acosta would be drafted, signed on behalf of the Board and sent to the San Diego County Board of Supervisors. If the Board decides not to send a letter of support then no further action is required.

Page Intentionally Blank



NORTH COUNTY FIRE PROTECTION DISTRICT

STAFF REPORT

TO: BOARD OF DIRECTORS
FROM: CHIEF MCREYNOLDS
DATE: MARCH 28, 2023
SUBJECT: FIRE STATION #4 CONSTRUCTION PROJECT

ACTION AGENDA

RECOMMENDATION:

- That the Board approve the current site of Fire Station #4 (4375 Pala Mesa Drive) as the location to construct a new permanent Fire Station.
- That the Board direct Staff to execute a contract for Fire Station Construction Management Services with Erickson-Hall Construction on the Fire Station #4 project to oversee the design/build of the new station.
- That the Board direct Staff to allocate a Capital Facility Reserve Account (CFRA) in the FY 23/24 Preliminary Budget for debt servicing the Fire Station #4 project.

BACKGROUND:

The current Fire Station #4 was constructed as a temporary facility in 1979. The station has outlived its useful life and no longer meets the needs of the District. A full station replacement is needed to meet the increasing service demands along the I-15 corridor and greater Pala Mesa region.

DISCUSSION:

For the last year, Staff has been exploring two (2) sites for a permanent Fire Station #4, the current site of the station and, property that the County of San Diego now owns on the southwest corner of SR-76 & I-15. At the conclusion of our information gathering and fact-finding, Staff feels that the current site would be the best location for a permanent Fire Station #4. The extended timeline of the County to develop their property, site impacts from San Diego County Sheriff (SDSO) on the property, and grant funding eligibility all factored into this recommendation to utilize the current site.

Staff would also like to contract with Erickson-Hall Construction for Construction Management services to oversee the Station #4 project. The District has worked with Erickson-Hall over the past 20 months on multiple other District facility projects including the renovation of Fire Stations #2 and #3. Given that the Erickson-Hall team has

FIRE STATION #4 CONSTRUCTION PROJECT

3/28/2023

PAGE 2 OF 2

performed construction management services on the Station #3 project, Staff feels their team is best positioned to provide the same services on the Station #4 project.

FISCAL ANALYSIS:

The cost for project construction management services through Erickson-Hall would range from \$1.3M not to exceed \$1.5M over multiple years. This could be funded with \$.5M that was awarded to the NCFPD for the Fire Station #4 project in the 2022 California State budget and, through the CFRA account that will be created in the upcoming FY 23/34 budget.

SUMMARY:

Having construction management services provided by a firm that is familiar with building fire stations including needed surveys, studies, permits, and other pre-construction requirements will allow for maximum efficiency and oversight of the project. Staff would like to execute this contract with Erickson-Hall Construction in the next few weeks so that the project could begin. Staff would return to the Board with a timeline of work on the project within the next few months.



NORTH COUNTY FIRE PROTECTION DISTRICT

STAFF REPORT

TO: BOARD OF DIRECTORS
FROM: DEPUTY CHIEF MAHR AND CHIEF MCREYNOLDS
DATE: MARCH 28, 2023
SUBJECT: FLEET SERVICE CONTRACTS

ACTION AGENDA

RECOMMENDATION:

That the Board authorize staff to execute fleet service contracts with outside governmental agencies as capacity allows.

BACKGROUND:

The District owns and operates a Fleet Service Center located on the NCFPD Station #1 campus to ensure that the District can provide excellent apparatus and equipment service and maintenance. Over the years, the District has provided these services as staffing and workload allows to outside agencies. Pala Fire, Rancho Santa Fe, and Deer Springs Fire Districts have all contracted with NCFPD for fleet service in years past.

DISCUSSION:

Recently, the District has once again been approached by several outside fire agencies inquiring on the ability to contract fleet maintenance services. Currently the Valley Center Fire Protection District, Vista, and Camp Pendleton Fire Departments are interested in having the NCFPD Service Center as either their primary or secondary provider of fleet service for their apparatus. Should the board approve the District to enter fleet service contracts once again with outside agencies, it is understood that all district vehicles and apparatus would have service priority over contract agencies. This will ensure that the care and maintenance of the District vehicles and apparatus remain top priority.

FISCAL ANALYSIS:

Staff has provided a revised contract (Attachment 1) which outlines the fee-for-service that the District would charge for the purpose of fleet service maintenance and repairs. These fees are designed to ensure 100% cost recovery of all services provided. It may become necessary for the District to hire additional service center staff should one or more outside agencies sign a long-term primary provider contract. If this occurs, the District will ensure that the additional personnel expense would be covered by the contracting agencies.

SUMMARY:

The North Zone continues to explore innovative ways to collaborate on service. Having this contract option available for neighboring agencies when needed will not only ensure apparatus and equipment remain in-service for neighboring jurisdictions, but for our own constituents who enjoy expanded emergency response services through auto-aid and boundary drop agreements. Should the Board of Directors approve the option to contract with outside agencies for fleet services, staff will report back to the Board periodically on program status.

**JOINT INTERAGENCY AGREEMENT
Vehicle Maintenance and Repair**

This Interagency AGREEMENT (“AGREEMENT”) is hereby entered into by and between the North County Fire Protection District (“DISTRICT”), a California Independent Special District and a political subdivision of the State of California organized and operating under California Health and Safety Code Sections 13800, et seq., and the **insert agency name** (“**Insert Abbreviation if there is one**” or “Associating Agency”).

RECITALS

WHEREAS, the District is authorized by Section 13861 of the California Health and Safety Code and Section 20812 of the California Public Contract Code to contract with and employ persons specially trained, experienced, expert and competent to perform special services in the fields of accounting, administration, ambulance, architecture, custodial, economics, engineering, finance, insurance, labor relations, law, maintenance, mechanics, medicine, planning, science, technology and other services which are incidental to the operation of the District;

WHEREAS, it is the purpose of this AGREEMENT to provide for the cooperative maintenance of motorized apparatus, equipment, and purchase of supplies by the DISTRICT and the PFD as well as other agencies who may become parties to this Interagency AGREEMENT (“Associating Agencies”), and to establish a common use of service by elimination of duplication of expenses and to consolidate such services into a centralized fee for service program. The Parties find that this AGREEMENT is in the best interest of the public and will serve the citizens of other respective agencies by creating operating efficiencies and other economic benefits to the respective agencies.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein and for other good and valuable consideration, the parties agree as follows:

1. Parties. The DISTRICT, located at 315 East Ivy Street, Fallbrook, California 92028, shall be the “Lead Agency” for purposes of this AGREEMENT **insert agency name and full address** shall be a “Associating Agency” for purposes of this AGREEMENT. Additional Associating Agencies may be added to this AGREEMENT from time to time by mutual written consent of the Parties to this AGREEMENT.
2. Term. The term of this AGREEMENT for association shall commence [**OPTION 1**: on the date of execution of this AGREEMENT by each party and shall continue until such time as the association has been terminated by act of the lead agency (DISTRICT) or by withdrawal by the Associating Agency as herein provided or **OPTION 2**: on _____, 20__ and terminate on _____, 20__ unless such term shall be continued by the Parties as memorialized in writing as an amendment to this AGREEMENT]. Upon five (5) days prior written notice, the DISTRICT or an Associating Agency may, at any time, with or without cause, terminate this AGREEMENT. Such written Notice shall be deemed given when personally delivered to the Parties to this Agreement or two days after depositing the same in the United States mail, certified return

receipt requested and properly addressed to the subject Associating Agency at the address set forth above.

3. Services and Compensation. The services listed on Exhibit A (“Special Services”), attached hereto and incorporated herein by this reference, shall be competently performed. DISTRICT shall provide all labor, equipment, machinery, materials, transportation, bailment and other incidentals necessary to perform the Special Services. Compensation/Rates for Special Services, also listed on Exhibit A, are subject to change based on an annual review of the rates listed thereon. If the rates of service are adjusted, a notice shall be provided to Associating Agency 30 days in advance of implementation of the adjusted rate schedule.
4. Invoices and Payments. Upon receipt of notification of the Associating member’s expense from the lead agency, the associating member shall promptly remit to the lead agency any such sums due the lead agency.

If a participating agency has not made payment of costs and expenses set forth in notification from the lead agency within thirty days of mailing of said notification, then the lead agency may impose a delinquent fee equal to 5% of the payment due. Said delinquency charge is to cover administration expenses and notification expenses due to the delinquencies in payment.

5. Operating Fund. Payments made by associate agencies will be placed in a fund established for the operation of the repair and maintenance program, and shall become the assets of the lead agency. If the associate member has a question as to the appropriateness of such payments, then any such issue shall be reduced to writing and submitted to the Fire Chief/CEO of the lead agency for response and/or resolution of any such questions.

If such questions cannot be resolved at the Fire Chief/CEO level, then the parties to this AGREEMENT do agree that any such issue will be submitted to the DISTRICT Board of Directors for resolution.

6. Defense and Indemnification.
 - a) Claims Arising from the Sole Acts or Omissions of the DISTRICT. The DISTRICT hereby agrees to defend and indemnify the Associating Agencies their agents, officers and employees (hereinafter collectively referred to in this paragraph as “Associating Agencies”), from any claim, action or proceeding against Associating Agencies arising solely out of the active negligent acts or omissions of DISTRICT in the performance of this AGREEMENT. At its sole discretion, Associating Agencies may participate at their own expense in the defense of any claim, action or proceeding, but such participation shall not relieve DISTRICT of any obligation imposed by this Agreement. Associating Agencies shall notify DISTRICT promptly of any claim, action or proceeding and cooperate fully in the defense.
 - b) Claims Arising from the Sole Acts or Omissions of Associating Agencies. Associating Agency hereby agrees to defend and indemnify the DISTRICT, its

agents, officers and employees (hereafter collectively referred to in this paragraph as 'DISTRICT') from any claim, action or proceeding against DISTRICT, arising solely out of the acts or omissions of Associating Agency in the performance of this Agreement. At its sole discretion, DISTRICT may participate at its own expense in the defense of any such claim, action or proceeding, but such participation shall not relieve Associating Agency of any obligation imposed by this Agreement. DISTRICT shall notify Associating Agency promptly of any claim, action or proceeding and cooperate fully in the defense.

- c) Claims Arising from Concurrent Acts or Omissions. The DISTRICT hereby agrees to defend itself, and the Associating Agency hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of DISTRICT and Associating Agency. In such cases, DISTRICT and Associating Agency agree to retain their own legal counsel, bear their own defense costs and waive their right to seek reimbursement of such costs, except as otherwise provided below.
 - d) Joint Defense. Notwithstanding paragraph 6(c) above, in cases where DISTRICT and Associating Agency agree in writing to a joint defense, DISTRICT and Associating Agency may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of Associating Agency and DISTRICT. Joint defense counsel shall be selected by mutual agreement of DISTRICT and Associating Agency. DISTRICT and Associating Agency agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph 6(e) below. DISTRICT and Associating Agency further agree that neither party may bind the other to a settlement agreement without the written consent of both DISTRICT and Associating Agency.
 - e) Reimbursement and/or Reallocation. Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, DISTRICT and Associating Agency may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.
 - d) Associating Agency's obligations under this Paragraph 6, et seq. shall survive the expiration or earlier termination of this AGREEMENT until all actions against the Indemnified Parties for such matters indemnified hereunder, are fully and finally barred by the applicable statute of limitations or, if an action is timely filed, until such action is final. This provision is not intended for the benefit of third party Indemnified Parties not otherwise a party to this AGREEMENT.
7. Modification. No modification to the AGREEMENT shall be valid or binding upon any of the parties to this AGREEMENT, unless its changes or modification are in writing and executed by all the parties to this AGREEMENT. An exception to this provision shall be that the lead agency reserves the right to adopt, from time to time, an updated schedule of participation charges for any repairs and/or maintenance performed by said lead agency.

The lead agency also reserves the right to adopt/change the maintenance standards as necessary to comply with State, Federal, and DISTRICT requirements. The Associating Agency agrees to reimburse the lead agency as identified on notification to the lead agency for all parts, supplies and any extraordinary repair services provided outside of the services provided by the mechanics employed by the lead agency.

8. Addition/Exclusion/Limitation. The DISTRICT reserves the right to add or exclude any other agency from participation in this Interagency AGREEMENT and/or limit services provided and establish qualifications or contingencies to the providing of service.
9. Governmental Services. No services as anticipated herein shall be allowed to any non-governmental agencies. Agencies to become associates under this Interagency AGREEMENT shall be political subdivisions of the State of California, County of San Diego, federal agencies or local government agencies. No private services shall be provided whatsoever.
10. Non-Exclusive. This agreement for the provision of repair services is not an exclusive arrangement and all Associating Agencies shall have the right to contract or seek such other services and/or purchase supplies with any other service providing entity with or without notice to the lead agency.
11. Repairs. All in-house or outside repairs on Associating Agency vehicles **exceeding \$1000.00** shall be authorized in advance by the Associating Agency. The Associating Agency shall designate a person authorized to approve vehicle repairs, and the lead agency shall accept no other authorization. Any and all costs for supplies and outside labor to participating agency vehicles shall be billed by the lead agency to the Associating Agency. The Associating Agency shall bear costs incurred by the lead agency, including any delinquent fees for non or late payments.
12. Lead Agency Duties.

Administrative Support - The lead agency shall provide administrative support to the Associating Agencies as necessary in the overall administration of the vehicle maintenance program.

Maintain Books and Records - The lead agency shall maintain books, records and documents which accurately reflect all direct and indirect costs associated with the performance of this AGREEMENT. The Associating Agencies shall have access to all books and records upon reasonable notice to the lead agency.

Invoices and Payments - The lead agency agrees to give notice to each Associating Agency for identifying that participant's share of any and all sums due from each participating agency; and each participating agency agrees to remit to the lead agency promptly upon receipt of such notification all sums due. The lead agency agrees to provide a complete itemized statement to the participating agency with any and all notifications.

13. Supplier Agreements. The lead agency shall be responsible for establishing vendor relationships on behalf of the Associating Agency for provision of labor, materials and supplies.
14. Warranties. DISTRICT makes no warranties to the Associating Agencies regarding parts and/or labor provided, except manufacturer, and in attempting to provide such services on a cooperative basis as anticipated, the lead agency shall assume no responsibility for such matters including but not limited to the following: loss of time; use; inconvenience; normal wear and tear; abuse; selection of parts or other repair matters not specified; consequential or incidental damages.
15. Authorization. In addition to the reservations set forth herein regarding conditions of providing services and/or limitations, the associating party shall maintain the vehicle physical damage insurance, including comprehensive and collision coverage's on all vehicles delivered to the lead agency for service maintenance and/or repair, in reasonable amounts of insurance coverage relating to current values of any such vehicles submitted for service, and shall further provide proof of such insurance upon request by the DISTRICT. The Associating Agency shall maintain property insurance coverage for any and all equipment and vehicles not licensed that are delivered the lead agency for service, maintenance, and repair, and proof of such coverage shall be provided to the lead agency upon request. It is the intent of this clause that the insurance coverage covers such vehicles and/or equipment licensed and unlicensed while such are with the lead agency for service, maintenance, and repair, from delivery of such vehicle or equipment to the lead agency until pick up of such vehicle or equipment.

By entering into this Interagency AGREEMENT the Associating Agency does hereby authorize any requested service work to be done along with the purchase of necessary parts and supplies and does further agree that the member agencies shall be responsible for the loss or damage to vehicles and/or equipment in case of fire, theft or any other damage not caused by DISTRICT. DISTRICT shall further not be responsible for any delays caused by unavailability of parts or delays in parts shipments or delays in the provision of services under the Interagency AGREEMENT. The Associating Agency grants the lead agency full authority to prioritize order of repairs, and to repair operating agency vehicles and equipment with first priority at all times, it being the understanding that any such Associating Agency has the full right to have any service work done elsewhere.

The Associating Agency grants DISTRICT permission to operate any vehicle and/or equipment submitted by said agency for services and for purposes of testing and/or inspection.

16. Resources. It is agreed that the lead agency shall have access to resources in the establishment of this AGREEMENT. Such resources shall be identified in an inventory which shall be kept on file as an official part of this AGREEMENT. Any changes to the inventory list which may be a result of sale, loss or damage shall be annotated in the inventory list and acknowledged by signature of the lead and respective Associating Agency.

17. Termination. This AGREEMENT shall continue in effect indefinitely until terminated in writing by the associating or lead agency as provided below. Upon termination, any property or equipment owned by the Associating Agency shall be returned based on the current inventory list as outlined above. An agency may terminate participation in this program at any time on a thirty day notice, provided that such agency shall be responsible for the costs of services and supplies provided up to the effective date of termination.
18. Entire Agreement. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties and supersedes any prior or contemporaneous understanding or agreement with respect to the Special Services contemplated and may be amended only by a written amendment executed by both parties to the AGREEMENT.
19. Non-Discrimination in Employment. DISTRICT and Associating Agencies shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment, including, without limitation, in regard to matters affecting hiring, salary, benefits, performance evaluation, discipline, promotion, retirement, and/or dismissal because of sex, sexual orientation, gender identity, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (such as cancer), age, marital status, pregnancy, family care leave or political opinion. SERVICE PROVIDER and all SUBCONTRACTING SERVICE PROVIDERS shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment and comply with all applicable federal, state and local laws, regulations and executive orders regarding non-discrimination in employment. The principle of equal opportunity in employment will be demonstrated positively and aggressively.
20. Non-Waiver. The failure of DISTRICT or Associating Agencies to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
21. Notice. All notices or demands to be given under this AGREEMENT by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the second day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT, the addresses of the parties are as set forth above. This AGREEMENT shall be administered on behalf of and any Notice desired or required to be sent to a party hereunder shall be addressed to:

To DISTRICT:

North County Fire Protection District
330 S Main Avenue
Fallbrook, CA 92028-2938

Attention: Keith McReynolds, Fire Chief/CEO

To Associated Agency:



22. Governing Law – California Law. This AGREEMENT shall be construed and interpreted in accordance with the laws of the State of California. Venue shall lie in the County of San Diego, State of California.
23. Waiver. Except as otherwise specifically provided in the AGREEMENT, no action or failure to act by DISTRICT shall constitute a waiver of any right or duty afforded DISTRICT under the AGREEMENT, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach of the AGREEMENT, except as may be specifically agreed in writing. The waiver by DISTRICT of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition on any subsequent breach of the same or any other term, covenant or condition herein contained.
24. Waiver of Consequential Damages. Notwithstanding anything to the contrary contained in this AGREEMENT, no party to this AGREEMENT shall be liable for any consequential, special, indirect or incidental damages of any kind or nature whatsoever, or any lost income or profits, regardless of whether arising from breach of contract or tort.
25. Conflict of Terms. If any provision contained in this Agreement conflicts with any provision in any of the Exhibits to this Agreement, which are incorporated herein by reference, the provision of this Agreement shall govern and control.
26. Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this AGREEMENT, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.
27. Severability. If any term, condition, or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
28. Interpretation of the Contract. Section headings and paragraph numbers have been included in this AGREEMENT to make reference easier and in no way limit, define or enlarge the terms, scope or conditions of this contract.
29. Entire Agreement/Amendment. The AGREEMENT and any exhibits attached hereto constitutes the entire Agreement between the parties and constitutes a complete integration

of all understandings between the parties on the subject of the Work. The AGREEMENT supersedes all prior negotiations, representations and agreements between the parties, whether written or oral. This AGREEMENT shall not be modified except in writing executed by both parties.

30. Signatures. The signatures that follow constitute confirmation by those signing that they have examined and understand the AGREEMENT documents and agree to be bound by the terms of these documents. Each of the parties signing this AGREEMENT warrants to the other that he has the full authority of the entity on behalf of which his signature is made.
31. Execution and Counterparts. It is expressly understood by the Parties hereto that delivery by the DISTRICT of the within AGREEMENT for review and execution by Associated Agencies shall confer no rights nor impose any obligations on either Party, unless and until both Associated Agency and the DISTRICT both execute this AGREEMENT. This AGREEMENT may be executed in counterparts. Digital or facsimile copies of original signatures shall be as valid as original signatures.

IN WITNESS WHEREOF; THE UNDERSIGNED PARTIES HAVE EXECUTED THIS AGREEMENT ON THE _____ DAY OF _____, _____.

KEITH MCREYNOLDS,
CEO/FIRE CHIEF
North County Fire Protection District

Name, Title
Agency

Attest:

Mavis Canpinar
Board Clerk
North County Fire Protection District

INTERAGENCY AGREEMENT

Vehicle Maintenance and Repair

EXHIBIT "A"

RATES¹

Hourly Rates

\$92.00 Per Hour

Parts

Cost including freight/shipping + 10%

Hazardous Materials Disposal Fee

\$25.00 when applicable

Administrative Fee

12% per invoice

¹ Rates subject to change based on annual review as explained in Paragraph 3 of the Agreement.



NORTH COUNTY FIRE PROTECTION DISTRICT

STAFF REPORT

TO: BOARD OF DIRECTORS
FROM: BATTALION CHIEF DECAMP AND CHIEF MCREYNOLDS
DATE: MARCH 28, 2023
SUBJECT: BLS 116 CRASHWORTHINESS EVALUATION

DISCUSSION AGENDA

BACKGROUND:

On December 24, 2022, BLS 116 was involved in a traffic collision that resulted in moderate injuries to the occupants and a total loss of the vehicle. Following this event, with the interest of improving safety for our employees, NCFPD completed a crashworthiness evaluation of the involved vehicle, a 2018 E-450 Super Duty Cutaway van.

DISCUSSION:

The crashworthiness evaluation was based on the United States General Services Administration KKK-A-1822 standard and the Insurance Institute for Highway Safety (IIHS) ratings.

The KKK-A-1822 is the minimum safety and design criteria for ambulances that are purchased with federal funds. The evaluation revealed that the NCFPD meets the current KKK-A-1822 requirements. This exceeds the state of California EMS authority expectation of safety regulations as compliance with KKK-A-1822 is not required.

The Insurance Institute for Highway Safety (IIHS) performs crashworthiness tests to evaluate how well a vehicle protects its occupants in a crash. The IIHS tests include front crash, side crash, roof strength, and head restraint evaluations. The IIHS rates vehicles based on a good, acceptable, marginal, or poor rating for each test and overall safety. The crashworthiness evaluation found that the driver and passenger cabin and patient care module's structural integrity sustained no direct impact and resulted in a good rating based on IIHS standards.

As a result of the evaluation, NCFPD will include side impact airbags on future ambulance builds as soon as they are available. Side impact air bags are not available for model year 2024. We will enclose storage cabinets wherever feasible to prevent missile hazards in

BLS 116 CRASHWORTHINESS EVALUATION

3/28/23

PAGE 2 OF 2

the event of a collision. NCFPD will continue to seek to provide the safest working environment possible for those who knowingly put themselves in harm's way.

FISCAL ANALYSIS:

No Fiscal impact.

SUMMARY:

NCFPD has taken a proactive approach to improving the safety of their employees following the traffic collision involving BLS 116. The crashworthiness evaluation of the involved vehicle revealed that it met the minimum safety and design criteria for ambulances, and even exceeded the state of California EMS authority's expectation of safety regulations. Additionally, the evaluation found that the vehicle's structural integrity sustained no direct impact and received a good rating based on IIHS standards. NCFPD has taken steps to improve safety further by enclosing storage cabinets wherever feasible on future ambulance builds to prevent missile hazards in the event of a collision and will include side impact airbags on future ambulance builds as soon as they become available.



NORTH COUNTY FIRE PROTECTION DISTRICT

STAFF REPORT

TO: BOARD OF DIRECTORS
FROM: CHIEF McREYNOLDS
DATE: MARCH 28, 2023
SUBJECT: CALIFORNIA SPECIAL DISTRICTS ASSOCIATION (CSDA) SPECIAL DISTRICT LEADERSHIP ACADEMY (SDLA)

DISCUSSION AGENDA

BACKGROUND:

At the December 13, 2022, Board meeting, the Board approved the attendance of Board members and staff to the California Special Districts Association (CSDA) Special District Leadership Academy (SDLA) in La Quinta, CA. Four NCFPD Board members along with Chief McReynolds, Board Clerk Canpinar and General Counsel Steinke attended the conference.

DISCUSSION:

The SDLA content is based on CSDA's groundbreaking, curriculum-based continuing education program, which recognizes the necessity for Board members and Staff to work closely toward a common goal. The SDLA provides the knowledge base to perform essential governance responsibilities and is designed for both new and experienced special district Board members. Session topics included building a foundation for good governance, charting the District's course, defining Board and Staff roles and relationships, communication and outreach, and District finance.

SUMMARY:

The conference provided a unique opportunity for Board and Staff members to learn about District governance and to build relationships amongst each other and fellow California Special District Association members.

DISCUSSION QUESTIONS:

1. Which lecture did each attendee feel was personally valuable?
2. What are some of the District's strengths based on the various lectures?
3. Does the District have any areas that we need to evaluate based on laws and/or best practices that were discussed at the conference?

Page Intentionally Blank



501 West Broadway - Suite 1600
San Diego, California 92101-8474
voice 619.814.5800 - fax 619.814.6799
www.bwslaw.com

MEMORANDUM

TO: Board of Directors
North County Fire Protection District
FROM: Kristen S. Steinke, General Counsel
DATE: March 28, 2023
RE: General Counsel Report for Monthly Board Meeting

This memorandum provides an update on social media use by public officials following the Ninth Circuit Court’s decision in *Garnier v. O’Connor-Ratcliffe*. As always, please feel free to reach out with any questions.

INTRODUCTION

On July 27, 2022, the Ninth Circuit decided *Garnier v. O’Connor-Ratcliffe*, which held for the first time in this circuit that the use of private social media by public officials to discuss governmental business may create a public forum, which will be subject to protections under the First Amendment. Specifically, the Ninth Circuit held that the defendant school board members violated the First Amendment rights of the plaintiffs by blocking them on the Twitter and Facebook pages that the school board members had created and then used the same accounts to communicate with their constituents. In light of this case, this memorandum is intended to outline the risks of continued social media use by public officials, and provide suggestions for officials wishing to limit their own potential liability.

DISCUSSION

I. THE COURT DECISION

In *Garnier v. O’Connor-Ratcliffe*, The defendant school board members originally used their social media pages to promote their political campaigns. After being elected, the officials updated their social media pages to refer to their governmental positions and continued to use those pages to post content related to school district business. The officials used Twitter and Facebook to inform constituents about goings-on at the school district, invite the public to Board meetings, solicit input about specific policies or decisions, and communicate with parents about safety and security issues at the district’s schools. The plaintiffs were parents that attended meetings and were vocal critics of the school board, and became serial commenters on the two board member’s social media, posting comments about alleged wrongdoing by the superintendent, the

March 28, 2023

Page 2

governance of the board, and race relations issues at the school district. The board members began deleting or hiding the comments on Facebook and Twitter. One of the board members eventually blocked the plaintiffs on Facebook and Twitter; the other board member blocked the plaintiffs on Facebook. Thereafter, defendants used Facebook's "word filter" feature to prohibit the use of most common English words, which effectively blocked all verbal comments from any members of the public, but did not unblock the plaintiffs.

To be liable for violations of federal civil rights law (42 U.S.C § 1983), the public officials' conduct must have been made in the capacity of a governmental official rather than as acts of a private citizen – the official must be found to be acting "under color of state law." The Ninth Circuit found that the school board members were acting as governmental officials when using their own personal social media pages, because the social media pages identified the school board members as governmental officials and they used social media to interact with their constituents regarding school district business.

The Ninth Circuit also found that where a public official opens their social media up to use by the public with no specifically adopted regulations for content, the public official's social media becomes a designated public forum. This is likely to be the case whenever constituents can submit written comments on posts. In such forums, any restrictions must be narrowly tailored to serve a significant government interest and must leave open alternative channels for communication, and permissible regulations are usually limited to content-neutral time, place, and manner restrictions. Any content-based regulations will be subject to strict scrutiny and will normally be considered unlawful. The Ninth Circuit held that blocking the plaintiffs from the social media that allowed written comments violated their First Amendment rights, because the interest asserted by the officials in prohibiting repetitive comments was not a significant governmental interest in light of the fact that the comments did not actually impede or disrupt the officials' use of social media to get out their own messages. The Ninth Circuit also found that blocking the plaintiffs was not a "narrowly tailored" action since it interfered with more of plaintiffs' speech than was necessary to achieve a significant governmental interest.

The Ninth Circuit also found that turning off written public comments, such as by using Facebook's "word filter," was likely to create a limited public forum. In such forums, restrictions need only be viewpoint neutral and reasonable in light of the forum, but all adopted restrictions must be unambiguous and definite. The Court also found that the public officials further violated the First Amendment rights of the plaintiffs when they continued to block the plaintiffs after turning off verbal commenting on social

media, as continuing to block the plaintiffs from seeing posts and being able to post only non-verbal emoji responses served no purpose, and was not reasonable in light of the purpose of the forum.

II. IMPLICATIONS FOR PUBLIC OFFICIALS

As a result of the decision, public officials who use their personal social media to discuss governmental business, to invite constituents to public meetings, or to seek feedback on public policies, may be found to violate the First Amendment if they then block constituents from that social media, or if they delete, hide, or otherwise censor any comments with which they disagree.

The Ninth Circuit found that the school board members were not liable for damages due to having qualified immunity, a defense that is only available when there is no published Court of Appeal case that clearly establishes that the official's conduct violates the law. However, this Ninth Circuit decision will now likely foreclose this defense and that means that public officials may now be liable for damages.

CONCLUSION

In sum, *Garnier v. O'Connor-Ratcliffe* provides that public officials will bear some risk of claims under federal civil rights law if they block members of the public from their social media or delete, hide, or otherwise censor negative comments about the official or the official's public agency that are used by the official to discuss government business.

IMPORTANT TAKE-AWAYS

1. Do not block members of the public from social media or delete, hide, or otherwise censor negative comments about the official or the official's public agency that are used by the official to discuss government business.
2. The most comprehensive way to avoid personal claims is to not use personal social media to discuss governmental business.
3. If public officials are concerned about criticism, hate speech, or offensive conduct on the social media that they use to discuss business, they can disable all public comment on their pages, which is a content-neutral and view-point neutral restriction.

Page Intentionally Blank



**NORTH COUNTY FIRE
PROTECTION DISTRICT
FIRE CHIEF/CEO**

TO: BOARD OF DIRECTORS
FROM: KEITH MCREYNOLDS, FIRE CHIEF/CEO
DATE: MARCH 28, 2023
SUBJECT: WRITTEN CORRESPONDENCE

● **WRITTEN COMMUNICATION:**

- Feb. 8, 2023: Letter to Assemblymember Waldron
- Feb. 22, 2023: Letter to the Bonsall Chamber of Commerce
- March 14, 2023: Letter to Rainbow ARC Association

● **BOARD RECOGNITION PROGRAM:**

- Thank you note - February 2023:

Captain Sahagun
Firefighter Gonzalez
Firefighter Swan

Engineer Glasgow
Single Role Paramedic Truman

NORTH COUNTY FIRE PROTECTION DISTRICT

330 S. Main Avenue • Fallbrook, California 92028-2938 • Phone: (760) 723-2005 • Fax: (760) 723 2072 • Web: www.ncfire.org

BOARD OF DIRECTORS

CINDY ACOSTA
JEFFERY EGKAN
KENNETH E. MUNSON
ROSS L. PIKE
CHRIS SHAW

KEITH McREYNOLDS - Fire Chief/CEO - kmcreynolds@ncfire.org
KRISTEN S. STEINKE - District Counsel - ksteinke@bmslaw.com
MAVIS CANPINAR - Executive Assistant/Board Clerk - mavis@ncfire.org

February 8, 2023

The Honorable Marie Waldron
State Capitol
P.O. Box 942849
Sacramento, CA 94249-0075

Dear Assemblymember Waldron:

I am writing to you on behalf of the North County Fire Protection District (NCFPD), to urge you to make a strong investment in North San Diego County in your upcoming fiscal year (FY) 2023 budget request. Since 1987, the Fire District has been charged with providing fire protection and emergency medical services to the northwest portion of Assembly District 75 for the Fallbrook, Rainbow and Bonsall communities. One tenth of our Fire District qualifies as disadvantaged unincorporated community lands.

In addition to responding to over 4,000 calls each year for emergency medical services, ambulance transportation, and public assistance, the district also provides vital fire suppression services for wildland fires, which have historically devastated San Diego County and the Fallbrook community. Notable wildfire events that impacted NCFPD in recent years include the 2002 Gavilan Fire, 2003 Cedar and Paradise fires, 2007 Rice Fire, 2014 Highway Fire and Tomahawk Fire, and 2017 Lilac Fire. This is a demanding era for our agency as we are challenged with keeping pace with both the medical needs of the community's growing population in addition to responding to fire suppression activities.

In particular, we are seeking your support for much needed funding for the replacement of North County Fire District's Station No. 4 (overall cost of \$9M), which was constructed in 1979 and is at the end of its service life. The Station has become obsolete due to its age as well as the significant growth in the district, which also corresponds to a substantial increase in medical and fire calls over the past several years.

Fire Station No. 4, located on Pala Mesa Drive in Fallbrook, is a critical asset for fire suppression activities in the district's service area; its staff and resources are also deployed throughout the fire season to fight fires in other portions of the County and the State.

We encourage you to invest in budget priorities which **strengthen fire safety and medical assistance in North San Diego County**. I would like to extend an invitation to visit the current Station 4 to better acquaint you with this funding need. I may be reached at (760) 497-2568 or, Kmcreynolds@ncfire.org.

Sincerely,



Keith McReynolds
Fire Chief



PROUDLY SERVING THE COMMUNITIES OF FALLBROOK, BONSALE AND RAINBOW

DUTY ~ INTEGRITY ~ RESPECT

NORTH COUNTY FIRE PROTECTION DISTRICT

330 S. Main Avenue • Fallbrook, California 92028-2938 • Phone: (760) 723-2005 • Fax: (760) 723-2072 • Web: www.ncfire.org

BOARD OF DIRECTORS

CINDY ACOSTA
JEFFERY EGKAN
KENNETH E. MUNSON
ROSS L. PIKE
CHRIS SHAW

KEITH MCREYNOLDS - Fire Chief/CEO - kmcreynolds@ncfire.org
KRISTEN S. STEINKE - District Counsel - kstemke@bwsllaw.com
MAVIS CANPINAR - Executive Assistant/Board Clerk - mavis@ncfire.org

Keith McReynolds
Fire Chief/CEO
North County Fire Protection District
330 S. Main Street
Fallbrook, CA 92028

February 22, 2023

Bonsall Chamber of Commerce
5256 S. Mission Rd., Ste. 311
Bonsall, CA 92003

Dear Chamber,

On behalf of the North County Fire Protection District, I express my sincere gratitude for recognizing the NCFPD as the Bonsall Chamber of Commerce Non-Profit of the Year for 2022. We could not do our job without the support of our local communities including our business community. For the past year and a half, the NCFPD has entered a new era of service and growth. From renovating fire stations to community risk reduction and outreach, we are growing our organization in partnership with our membership and our community partners.

In the years to come we look forward to continuing to serve. On behalf of the NCFPD Board of Directors and our entire organization we thank you again for this recognition and for your continued unwavering support for our agency. Together we will make our community the very best it can be, and we are just getting started.

Warmest regards,



Keith McReynolds
Fire Chief/CEO



PROUDLY SERVING THE COMMUNITIES OF FALLBROOK, BONSALE AND RAINBOW

DUTY ~ INTEGRITY ~ RESPECT

NORTH COUNTY FIRE PROTECTION DISTRICT

330 S. Main Avenue • Fallbrook, California 92028-2938 • Phone: (760) 723-2005 • Fax: (760) 723-2072 • Web: www.ncfire.org

BOARD OF DIRECTORS

CINDY ACOSTA
JEFFERY EGKAN
KENNETH E. MUNSON
ROSS L. PIKE
CHRIS SHAW

KEITH MCREYNOLDS - Fire Chief/CEO - kmcreynolds@ncfire.org
KRISTEN S. STEINKE - District Counsel - ksteinke@hwsllaw.com
MAVIS CANPINAR - Executive Assistant/Board Clerk - mavis@ncfire.org

3/14/2023

Rainbow ARC Association,

I hope this finds you all well and enjoying a wonderful year of much-needed rainfall. All of this rain has brought quite the weed crop this year so please be vigilant and mow your weeds down in the coming months! Fire season will return.

The renovation of North County Fire Station #3 (Rainbow station) is moving forward. We currently have a Request for Proposal (RFP) open for qualified builders and hope to award the job in April. The renovation of the fire station will include adding additional square footage to the north end of the station and renovating the entire interior/exterior. We are using a design/build model so the company awarded the work will design and build the station.

The \$3M renovation will include adding dormitories, restrooms, laundry facilities, a gym, gear storage, and office space. The first phase of the project which is the design phase will take approximately a year with construction anticipated to start this time next year. During the Station renovation the crew will be temporarily housed at the Red Mountain CalFire Station located at 2660 E. Mission Rd.

I mentioned in the last newsletter that we are exploring a partnership with CalFire to provide a barn style facility on our Station 3 site to house a CalFire truck and trailer that hauls a large firefighting dozer. If things go as planned, we anticipate that the construction of this facility could also happen this time next year.

As always, we thank you for your continued support of the North County Fire Protection District, it is an honor to serve.



Keith McReynolds

Fire Chief
North County Fire Protection District
330 S. Main St.
Fallbrook, Ca
92028



PROUDLY SERVING THE COMMUNITIES OF FALLBROOK, BONSALE AND RAINBOW

RECEIVED

FEB 08 2023

To:
E114 RA114
DANNY JAKE AND EZRA
DUSTIN
AND
JORGE

Thank you for your kind assistance you provided to me; it was greatly appreciated. You deserve high commendation for the dedicated service you provide to all of us in the Fallbrook community and elsewhere.

Sincerely,



Page Intentionally Blank

Village News - Also serving the communities of De Luz, Rainbow, Camp Pendleton, Pala and Pauma

Pike nominated for LAFCO board

Joe Naiman

Village News Reporter

Two Greater Fallbrook special districts have nominated Ross Pike for a seat on San Diego County's Local Agency Formation Commission board.

The Friday, Jan. 20, meeting of the Mission Resource Conservation District board included nominating Pike for the LAFCO special district seat currently held by Alpine Fire Protection District board member Barry Willis. The Tuesday, Jan. 24, North County Fire Protection District board meeting included a 4-0 vote to nominate Pike for the seat with Pike abstaining from that action item.

"I'm hopeful that our San Diego special districts, especially our Fallbrook special districts, would support me," Pike said.

LAFCO handles jurisdictional boundary changes including incorporations, annexations, consolidations, latent powers expansions and detachments. The reorganization decisions will include the proposal for the Fallbrook Public Utility District and the Rainbow Municipal Water District to detach from the San Diego County Water Authority and become retail agencies of the Eastern Municipal Water District.

two city council members from the county's other 17 incorporated cities which are both currently vacant as Escondido mayor Paul McNamara lost his re-election attempt and Chula Vista mayor Mary Salas left office after completing her second term; two members from special districts, currently Willis and Jo MacKenzie of the Vista Irrigation District, and one public member, currently Bonsall resident Andy Vanderlaan. LAFCO commissioners have four-year terms and Willis' term expires in May 2023.

Special districts include independent special districts, which have independently elected directors and dependent special districts, whose members are the county Board of Supervisors or in some cases a city council. The boards of independent special districts choose the two special districts representatives on the LAFCO board.

San Diego County currently has 26 water districts, 12 independent fire protection districts including the Borrego Springs Fire Protection District which has a scheduled March 6 hearing on being dissolved with the territory added to the San Diego County Fire Protection District, ten community services districts, four health care districts, four cemetery districts, three resource conservation districts, one independent sanitation district and one recreation and park district.

"I'd be a strong advocate for the special districts in the county," Pike said.

Pike moved to Fallbrook from Western Michigan five years ago. In July 2022, Pike was selected to fill a vacant NCFPD seat. Pike is also a member of the Fallbrook Community Planning Group, which is an advisory public agency rather than a special district, and since the planning group has no regulatory power Pike can serve on the planning group as well as on the fire board.

Joe Naiman can be reached by email at jnaiman@reedermedia.com.

Connect With Us

Village News

111 W. Alvarado St.
Suite 200
Fallbrook, CA 92028
Ph: (760) 723-7319

Village News - Also serving the communities of De Luz, Rainbow, Camp Pendleton, Pala and Pauma

NCFPD transitions legal counsel

Joe Naiman

Village News Reporter

The North County Fire Protection District will be making changes with regard to the district's legal counsel.

A 5-0 NCFPD board vote Jan. 24 approved determining the roles, responsibilities, and transition timeline between current legal counsel Bob James and new legal counsel Burke & Associates. Burke & Associates will take over as general counsel while James will be retained as special counsel.

“The board basically voted for a six-month transition,” said NCFPD fire chief Keith McReynolds.

“They will review my activity as special counsel at the end of the fiscal year,” James said.

Loren Stephen-Porter was the fire district's Executive Administrative Assistant and was also the Board Secretary for board meetings before she retired in December. Stephen-Porter had paralegal experience and used that for NCFPD activity. After Stephen-Porter's retirement NCFPD staff issued a request for proposals for expanded legal services.

McReynolds explained that the fire district matters involve labor laws, real estate laws, election laws, and special district laws. “The board felt that it would be better for the district to be represented by a firm with all those broad disciplines, not just an individual,” he said.

The evaluation of the proposals received determined Burke & Associates to be the best firm for the expanded range of legal services. The fire district began contracting with Burke & Associates for expanded general counsel services effective Jan. 1.

James, who received his law degree from the University of San Diego in 1969, was hired as the legal counsel for what was then the Fallbrook Fire Protection District by original fire chief Ed Thurber in the early 1970s. James is given a monthly retainer of \$1,250 along with \$225 per hour for additional legal services.

“I’m still working there,” he said.

Connect With Us

Village News

111 W. Alvarado St.
Suite 200
Fallbrook, CA 92028
Ph: (760) 723-7319

© 2023 Reeder Media, Inc.

Powered by [**ROAR Online Publication Software**](#) from Lions Light Corporation
© Copyright 2023

Village News - Also serving the communities of De Luz, Rainbow, Camp Pendleton, Pala and Pauma

Suspect in deadly shooting identified

Shooting took place at Atkins Nursery



By [Village News](#)

Village Staff

Sheriff Kelly Martinez addresses the media at Crossway Community Church in Fallbrook.

UPDATED STORY as of 02-11-22

Three shot, one dead; Suspect believed to be father of female victim

On Friday, February 10, Fallbrook Sheriff's deputies found three people shot, including one deceased, in response to a radio call of an assault with a firearm at Atkins Nursery in Fallbrook.

A suspect was then taken in without incident.

The Fallbrook Sheriff's deputies arrived on scene in the 3100 block of Reche Rd. just before 3 pm and found the first two victims just outside a barn on the property. The victims had gunshot wounds to the upper torso, according to San Diego Sheriff Kelly Martinez.

Reche Rd. in Fallbrook was closed from Gird Rd. to Old Hwy 395 for several hours while the crime scene was active.

North County Fire Protection District PIO John Choi was able to confirm early on for Village News that there was an active crime scene and there were three victims, two transported to Palomar Hospital and one deceased. "Two people have been transported."

One victim was reported by Homicide Lt. Steffan at a press conference late Friday night as a 35–40-year-old female and believed to be the daughter of the shooter, identified as 76-year-old Enrique Barajas Gutierrez. The other victim was a 65–70-year-old male. Both victims were taken to a local hospital for treatment. Sheriff Martinez, who came to Fallbrook for a press conference reported, "Both victims are expected to survive."

Lt. Steffan reported, "As deputies continued their search for a suspect, they located a third victim who was deceased inside the barn. This victim was a male, 55-60-years-old and appeared to have gunshot wounds to his upper torso." He continued, "While inside the barn, deputies contacted a subject who was later identified as the shooter in this incident. Gutierrez was arrested and transported to the Fallbrook Sheriff's Station without incident."

Lt. Steffan reported, "The Sheriff's Homicide Unit responded and assumed responsibility for the investigation. At this point in the investigation, the identity of the deceased victim is known. We are not releasing that information until the family has been notified. The motivation and circumstances are still under investigation."

"The two victims in the hospital underwent surgery and are expected to survive. We are still identifying the relationship between Gutierrez and the other victims," Steffan reported. All the victims were reported to be employees of Atkins Nursery.

Lt. Steffan reported that witnesses are still being questioned and a motive hasn't been identified. The firearm used was believed to be a rifle, but the type and caliber were currently unknown.

The suspect, Gutierrez was arrested by Fallbrook Sheriffs, processed at the Fallbrook Sheriff's station, and was booked into the Vista Detention Facility for 187 PC - Murder.

Sheriff Kelly Martinez and Fallbrook Substation Lt. Hernandez both conveyed their appreciation for multiple local agencies who assisted, including Carlsbad Police Department, Escondido Police Dept., Oceanside Police Dept., California Highway Patrol and North County Fire and the Carlsbad Fire Department.

According to Lt. Steffan, rumors of a second shooter or a second crime scene were unsubstantiated.

Anyone with information about this incident is asked to call the Homicide Unit at (858) 285-6330/after hours at (858) 565-5200. You can remain anonymous by calling Crime Stoppers at (888) 580-8477.

To watch a video of the press conference given by Homicide detective Lt. Steffan, go to

<https://fb.watch/iD8fLOqSxv/>

To watch a video of the press conference given by San Diego Sheriff Kelly Martinez, go to

<https://fb.watch/iDAzRKMDT4/>

EARLY VERSION Posts

02/10/2023 11:14 PM

On February 10, 2023, just before 3:00 p.m., Sheriff's deputies responded to a radio call of an assault with a firearm at the Atkins Nursery located in the 3100 Block of Reche Rd., Fallbrook.

As deputies arrived on scene, they located two victims just outside of a barn on the property. The victims had apparent gunshot wounds to their upper torso. One victim is a 35–40-year-old female. The other victim is a 65–70-year-old male. Both victims were taken to a local hospital for treatment.

As deputies continued their search for a suspect, they located a third victim who was deceased inside the barn. This victim was a male, 55-60-years-old and appeared to have gunshot wounds to his upper torso. While inside the barn, deputies contacted a subject who was later identified as the shooter in this incident. That suspect is 76-year-old, Enrique Barajas Gutierrez. Gutierrez was arrested and transported to the Fallbrook Sheriff's Station without incident.

The Sheriff's Homicide Unit responded and assumed responsibility for the investigation. At this point in the investigation, the identity of the deceased victim is known. We are not releasing that information until family have been notified. The motivation and circumstances are still under investigation.

The two victims in the hospital underwent surgery and are expected to survive. Gutierrez is believed to be the father of the female victim. We are still identifying the relationship between Gutierrez and the other victims.

The firearm used is believed to be a rifle, but the type and caliber are currently unknown. Gutierrez is still

UPDATE: 8:30 pm from SDSO Homicide Lt. Steffan

<https://fb.watch/iD8fLOqSxy/> to watch the press conference

Homicide Lieutenant Chris Steffen gave a press conference tonight releasing more information on the three victims of the mass shooting that took place at Atkins Nursery. All three victims were shot in the upper torso. One man passed away who was in his 50s. The two surviving victims included a man in his 70s and a woman in her late thirties. Lt. Steffan reported that the woman who was shot was the daughter of the shooter. Witnesses continue to be questioned and the motive has not yet been uncovered, according to Lt. Steffan.

All the victims were employees of Atkin's Nursery.

The victims are in the hospital and are expected to survive. The sheriffs are not able to question the victims in the hospital for a couple of days.

The gun hasn't been found. It is believed to be a rifle of some sort.

"When the sheriffs arrived on the scene, the two victims were found and Sheriffs continued to a barn where the third victim was found deceased and the suspect who matched the witnesses description was also found in a room in the barn. He was placed in custody without a struggle.

Reche Rd. is open to traffic and the investigation has been turned over to San Diego Sheriff's Homicide detectives.

UPDATE: 6 pm

SDSO Sheriff press release from Fallbrook

A man is in custody in connection with a shooting in Fallbrook.

It happened just before 3 p.m. on Friday, February 10 in the 3100 block of Reche Road.

Deputies with the Fallbrook Sheriff's Substation and the North County Fire Protection District received 9-1-1 calls about a shooting at a nursery. When they arrived on scene, they found at least three people with gunshot wounds. The victims were taken to a hospital. One person did not survive.

Deputies began an immediate search of the nursery and took a man into custody without incident.

At this time, there is no further threat to the community.

Officers with the California Highway Patrol (CHP), as well as Carlsbad, Escondido and Oceanside Police Departments, are assisting.

Reche Road is closed between Old Highway 395 and Gird Road.

This area remains an active crime scene with many witnesses to talk to and evidence to gather.

San Diego County Sheriff's Homicide Detail is on scene and is leading the investigation.

UPDATE: 5:30 pm Unloading video of press conference to Facebook. A suspect is in custody and the

This is still an active crime scene and there is a suspect in custody.

UPDATE: 3:30 pm



Village News

The media in Fallbrook for the press conference with Sheriff Kelly Martinez.

NCFPD PIO John Choi has confirmed that there is an active crime scene right now and they have at least three victims, including one death in the 3100 block of Reche Rd. "Two people have been transported." Another source is reporting that the shooter has been incapacitated.

UPDATE: 3:15 pm

A source in the area is reporting that Reche is closed to the west starting at Rabbit Hill to Scooter Ln. and it is being reported as mass casualty with as many as three victims. The shooter is still at large. It is being referred to as a mass casualty scene.

Gunshots, and assault with a deadly weapon reported

An assault with a deadly weapon was reported in the 3100 block of Reche Rd. at 2:44 pm today, Friday. This is a breaking story. More will be reported as information becomes available.

You might be interested in:

- [Gov. Newsom unveils Homelessness Ballot Measure in San Diego](#)
- [FBI Searching For Man, 77, Last Seen In San Diego](#)
- [Mountain Snow, Desert Showers Predicted for SD County](#)
- [HAZMAT responds to spill after semi destroyed by fire](#)
- [Warm Weather in SD County Today, But More Rain Coming](#)

Village News - Also serving the communities of De Luz, Rainbow, Camp Pendleton, Pala and Pauma

Man hurt in traffic collision involving building



By [Village News Staff](#)



Village News Photo

Man transported after collision into Bank of America building.

Incident occurred 02/16 around 2pm.

A traffic collision involving a structure. A man in a truck ran into the Bank of America building at 1125 South Main Ave in Fallbrook. Man was transported by North County Fire to a local hospital. Cause of collision is unknown.



Village News - Also serving the communities of De Luz, Rainbow, Camp Pendleton, Pala and Pauma

Deceased victim identified

By [Village News Staff and A.C. Investigations](#)



Village News/Gilberto Gonzales photo

A beer bottle and other evidence is protected from the rain under a white tarp.

UPDATE: SAN DIEGO SHERIFF PRESS RELEASE: 02/24/2023 9:07 AM

The victim in this incident has been identified as 39-year-old Manuel Jesus Aguirre. Manuel's family have been notified of his death.

The suspects have been identified as 27-year-old Dionicio Miguel Figueroa and 38-year-old Carlos Miguel Figueroa. Dionicio and Carlos are brothers and did not know Manuel prior to this incident.

It is unknown what type of object was used as a weapon during the assault. The motivation and circumstances are still under investigation.

Dionicio and Carlos have been booked into the Vista Detention Facility for 187(A) PC – Murder.

Anyone with information about this incident is asked to call the Homicide Unit at (858) 285-6330/after hours at 858-565-5200. You can remain anonymous by calling Crime Stoppers at 888-580-8477.

Man dies from stabbing in Bonsall; two taken into custody

SAN DIEGO SHERIFF PRESS RELEASE: UPDATE 7:53 PM

On February 23, 2023, at about 1:30 p.m., deputies from the Fallbrook Sheriff's Station received a radio call of a man assaulted with a knife at the 5200 block of Mission Road, Fallbrook. Deputies arrived on scene and located a male in his late thirties with what appeared to be a puncture wound to his upper chest. Paramedics arrived and transported the victim to the hospital. Despite efforts from hospital staff, the victim was pronounced deceased.

Deputies searched the area where the assault occurred and located two male subjects hiding in nearby brush. Witness statements and video surveillance obtained from local businesses confirmed the subjects detained are the suspects involved in the incident. One suspect is 38 years old, and the other is 28 years old.

The Sheriff's Homicide Unit responded and has assumed responsibility of the investigation. The relationship between the victim and suspects is unknown at this time. At this point in the investigation, the identity of the victim is unknown. Once the suspects are formally booked into jail, their names will be released. The motivation and circumstances are still under investigation.

Anyone with information about this incident is asked to call the Homicide Unit at (858) 285-6330/after hours at (858) 565-5200. You can remain anonymous by calling Crime Stoppers at (888) 580-8477.



Village News/Gilberto Gonzales photo

Sheriff's deputies are collaborating as the investigation and search continue to find the suspects who stabbed a man on Thursday, Feb 23, 2023.

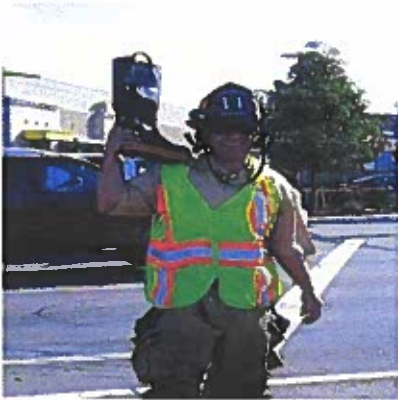
A man was stabbed today, Feb. 23rd, 2023, at approximately 1:30 p.m. in the 5500 block of Mission Rd. in front of Village Bonsall Market. He was transported by NCFPD to the hospital for treatment and it is not known if the injuries are life-threatening. Another man was taken into custody at about 2 pm and two more are being sought with deputies, detectives, K-9 units, and the ASTREA helicopter. SD Sheriffs were responding to a report of an assault with a deadly weapon.

As of 4:50 pm, deputies are searching the area for the two men believed to have been involved. It is unknown why the assault occurred. Eyewitnesses reported that the three suspects appeared to be of Guatemalan descent and were headed across the highway toward the riverbed. This is still an early version report. More will be reported as information is available.

You might be interested in: _____

Village News - Also serving the communities of De Luz, Rainbow, Camp Pendleton, Pala and Pauma

Annual Firefighter Boot Drive helps support local burn survivors



Firefighter Rich Berry is ready to accept donations at the Ammunition and Mission roads' intersection during the 2020 "Fill the Boot for the Burn Institute" Firefighter Boot Drive; this year's drive is on March 9.

SAN DIEGO – On Thursday, March 9, local firefighters will take to the streets for the Burn Institute's Annual Firefighter Boot Drive. Hundreds of uniformed firefighters will be stationed at intersections across the county to collect donations for the Burn Institute's fire and burn prevention education and burn survivor support services.

This year the institute continues to expand ways to give to ensure the safety of the first responders and community. Banners with QR codes will hang at participating fire stations throughout the month of March promoting the Firefighter Boot Drive. The banners and the signage used on March 9 will also include QR codes for a contactless payment option.

Each year, firefighters hit the streets with their boots in hand at intersections around their local community to collect donations during the morning commutes. Passing motorists help to fill those boots with their spare change – ones, fives, twenties – even \$100 bills.

No matter the economy or weather, San Diegans have always given generously. This year, dedicated firefighters from 30 departments will hit the streets at over 100 intersections around the county.

In the North County Fire Protection District, firefighters will be in front of the Admin Building, 330 S Main Ave., and in front of each of the fire stations, Station 1: 315 E Ivy St .; Station 2, 2180 Winterwarm Dr .; Station 3, 2309 Rainbow Valley Blvd. (Rainbow); Station 4, 4375 Pala Mesa Dr .; Station 5, 5906 Olive Hill Road (Bonsall).

Proceeds benefit the Burn Institute's fire and burn prevention education programs and burn survivor support services such as Camp Beyond the Scars for burn-injured children. This unparalleled camp program has provided a safe place for hundreds of young burn survivors to share their experiences in a supportive and nurturing camp environment.

In addition, a portion of the Boot Drive donations are used to sustain the Red Line of Courage Fund, designed to provide financial support to members of the fire service who sustain a burn injury while on duty. This unique program assists with the immediate and long-term needs that arise while local heroes are recovering from the trauma of a burn.

"The Burn Institute's programs help bring smiles back to children, help bring light to a very dark time, help make tomorrow's obstacles just a little easier to face and help turn burn victims into burn survivors," said Brooke, a firefighter burn survivor.

What began two decades ago as a grassroots effort backed by the fire service, the Burn Institute's countywide Boot Drive has become a hallmark fundraiser for the organization raising over \$200,000 for Burn Institute programs and services each year!

The Burn Institute's Annual Firefighter Boot Drive is the organization's largest one-day fundraiser. All funds raised through the Boot Drive will stay locally here in San Diego County.

If anyone does not catch a red light or see a firefighter on their commute, they can still donate at <https://secure.givelively.org/donate/burn-institute/boot-drive>.

Connect With Us

Village News

111 W. Alvarado St.
Suite 200
Fallbrook, CA 92028

Village News - Also serving the communities of De Luz, Rainbow, Camp Pendleton, Pala and Pauma

Wildfire Preparedness Symposium slated for March 25

Rick Monroe

Special to the Village News

With the record local rainfall, wildflowers are blooming early, and the hills and valleys are green. Yes, it's a beautiful time of the year, with temperatures finally rising. It's also a condition that could mean trouble when our wildfire season comes.

To inform and educate area residents about emergency situations, community organizations have scheduled a Wildfire Preparedness Symposium on Saturday, March 25, in the library at [Fallbrook High School](#). It will be held from 9 a.m. to noon.

"North County Fire and our community partners are looking forward to hosting this," said North County Fire Protection District Chief Keith McReynolds. "We will be providing information to help our residents better understand how they can prepare themselves, their families, and their neighborhoods for the next wildfire."

At the recommendation of County Supervisor Jim Desmond, Rachel Mason, CEO of the Fallbrook Regional Health District, organized an earlier meeting with about two dozen local and county officials to discuss disaster preparedness and evacuation plans for the area. That meeting on Oct. 6 was for professionals. The March 25 meeting will include many of the same experts to share with the public. Mason delegated coordination of the community-wide meeting to the NCFPD.

"With the much needed regional rainfall experienced this winter comes the need for our property owners to be vigilant with clearing dead vegetation," McReynolds said. "With spring coming, please make an extra effort this year to clear seasonal grasses and vegetation from your properties."

Mason said the meeting would focus on what to do before, during and after a wildfire, and other emergency situations would also be covered. Evacuation routes and the importance of complying with evacuation orders will be stressed, as well as resources available for seniors, pets, and farm animals.

Plans for working with schools and emergency housing sites will also be shared.

In addition to the NCFPD, Mason said the keynote speakers will be from Cal Fire, San Diego Gas & Electric, San Diego Office of Emergency Services, and the San Diego County Sheriff's Office.

She said among the agencies expected to be represented – some with display tables – are the Fallbrook Public Utilities District, Rainbow Municipal Water District, and other resources.

The meeting is being held at the library because of its audio visual system and ability to seat a couple hundred people. A free light breakfast will be provided.

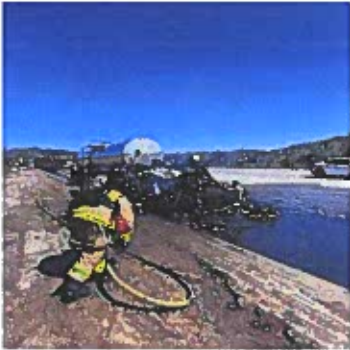
Connect With Us

Village News - Also serving the communities of De Luz, Rainbow, Camp Pendleton, Pala and Pauma

HAZMAT responds to spill after semi destroyed by fire



By [Julie Reeder](#)
Village News

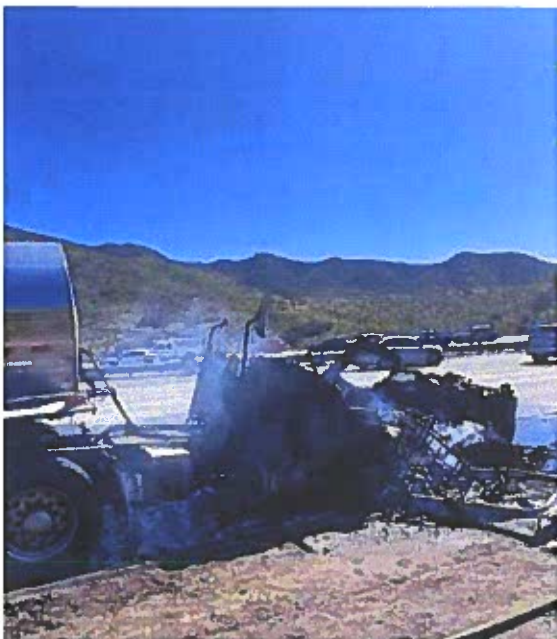


Village News/NCFPD photo

Firefighters were able to contain the fire to just the truck. HAZMAT responded to the fuel spill.

A vehicle fire was reported through 911 this morning at 10:21am on SB-15 just north of SR-76,. NCFPD was dispatched at 10:22 am and arrived at 10:31 am.

On arrival units located a fully engulfed foodliner semi with an attached tanker that had been carrying liquid sugar. Firefighters were quickly able to extinguish the fire; contain it to just the truck itself, and called in a HAZMAT crew from San Diego to help with runoff. Two saddle tanks had ruptured, dumping fuel. "HAZMAT assisted with containment and disposal so that the contaminant didn't go into the drains and reach the environment," said NCFPD PIO Choi.



Village News/NCFPD photo

The truck was fully engulfed when crews arrived but they were able to contain the fire to just the truck.

Firefighters were able to keep the fire contained to the cab of the truck. The trailer the truck was hauling was kept cool in order to reduce the likelihood of becoming fully involved also. THE trailer had been carrying liquid sugar, but luckily was empty and had been pressure washed, reducing the potential for ignition," said PIO Choi.

At around 11 am a sig alert was issued due to the heavy traffic and emergency vehicles that were and are still on scene, as the truck needs to be towed and HAZMAT is still on the scene.

Lanes 3 and 4 were impacted and lane 4 is still impacted at the time of this post.

There were no injuries reported. THE cause of the fire is unknown. PIO Choi said it is under investigation. "So many things could have caused it, brakes, a fuel system breach, an electrical system short; it could have been so many things, based on the damage to deem one thing over the next. There is no additional information at this time

You might be interested in:

- [Gov. Newsom unveils Homelessness Ballot Measure in San Diego](#)
- [FBI Searching For Man, 77, Last Seen In San Diego](#)
- [Mountain Snow, Desert Showers Predicted for SD County](#)
- [Warm Weather in SD County Today, But More Rain Coming](#)
- [Wanted Fugitive](#)

Connect With Us

Village News

111 W. Alvarado St.
Suite 200
Fallbrook, CA 92028
Ph: (760) 723-7319

© 2023 Reeder Media, Inc.

Powered by [ROAR Online Publication Software](#) from Lions Light Corporation

© Copyright 2023

Page Intentionally Blank



**NORTH COUNTY FIRE
PROTECTION DISTRICT
STAFF REPORT**

TO: BOARD OF DIRECTORS
FROM: KEITH McREYNOLDS, FIRE CHIEF/CEO
DATE: MARCH 28, 2023
SUBJECT: COMMENTS, REPORTS AND UPDATES

● **STAFF COMMENTS/REPORTS/UPDATES:**

● **KEITH McREYNOLDS, FIRE CHIEF/CEO:**

● **CHIEF OFFICERS & STAFF:**

● **BOARD:**

● **BARGAINING GROUPS:**

● **PUBLIC COMMENT:**

Page Intentionally Blank



**NORTH COUNTY FIRE
PROTECTION DISTRICT
STAFF REPORT**

TO: BOARD OF DIRECTORS
FROM: CHIEF McREYNOLDS
DATE: MARCH 28, 2023
SUBJECT: CLOSED SESSION

CS-1. Announcement — President Acosta:

- An announcement regarding the items to be discussed in Closed Session will be made prior to the commencement of Closed Session.

**CS-2. Conference With Real Property Negotiators (Government Code section 54956.8)-
Property: 315 E. Ivy Street, Fallbrook, CA & Vacant Land, Ivy Street, Fallbrook, CA);**

- Fire Chief/CEO Agency Representative: Will Sohlt
Senior VP, Kosmont Companies

CS-3. Report From Closed Session — President Acosta:

Page Intentionally Blank