

NORTH COUNTY FIRE PROTECTION DISTRICT

www.ncfireprotectiondistrict.org

330 S. Main Avenue

Fallbrook, California 92028-2938

Phone: (760) 723-2005

Fax: (760) 723-2072

BOARD OF DIRECTORS

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

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

TO: BOARD OF DIRECTORS
FROM: STEPHEN ABBOTT, FIRE CHIEF/CEO
SUBJECT: BOARD MEETING PACKAGE
DATE: JANUARY 22, 2019

Enclosed is your Board package for the Regular January Board Meeting. We have tried to include the information you will need to effectively consider and act on agenda items. The Board meeting will be held at the normal meeting venue at **FALLBROOK PUBLIC UTILITY DISTRICT, 990 EAST MISSION ROAD, FALLBROOK, CALIFORNIA.**

Please note this month's meeting is scheduled for Tuesday, January 22, 2019, beginning at **4:00 p.m.**

It is our goal to be prepared to respond accurately to Board questions and concerns. You can help us achieve this goal by contacting me prior to the Board meeting with your questions and concerns. This will allow time for the Staff and me to provide the appropriate information for review at the Board meeting.

To ensure a quorum is present, please call Loren in advance of the meeting if you will be unable to attend. She may be reached at (760) 723-2012.

Respectfully,



Stephen Abbott
Fire Chief/CEO



PROUDLY SERVING THE COMMUNITIES OF FALLBROOK, BONSALE AND RAINBOW



NORTH COUNTY FIRE PROTECTION DISTRICT

AGENDA FOR REGULAR BOARD MEETING

JANUARY 22, 2019 - 4:00 P.M.

LOCATION:

**FALLBROOK PUBLIC UTILITY DISTRICT
990 EAST MISSION ROAD
FALLBROOK CALIFORNIA**

PUBLIC ACTIVITIES AGENDA

We invite you to stay for the remainder of the business meeting, however, please feel free to depart at the close of the Public Activities Agenda.

1. **PUBLIC COMMENT — PRESIDENT LUEVANO** (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 Board President may limit comments to three minutes per speaker (Board of Directors Operations Policy § 4.7.2.1.2.).
2. **EMPLOYEE BADGE PINNING - CHIEF ABBOTT** (pgs. 3-4)
➤ **RECURRING ITEM:** Badge Pinning and Oath of Office for promoting employee.
3. **AWARDS FOR EXPLORERS FROM VETERANS OF FOREIGN WARS — CHIEF ABBOTT** (pgs. 5-6)
➤ **NEW ITEM:** Present awards to Explorers who participated in the 2018 Veterans Day Parade.
4. **THIRD AND FOURTH QUARTER 2018 AWARDS FOR BOARD RECOGNITION PROGRAM — CHIEF ABBOTT AND B/S STEPHEN-PORTER** (pgs. 7-16)
➤ **QUARTERLY ITEM:** Select employees to be acknowledged for their efforts in the Third and Fourth Quarter 2018.

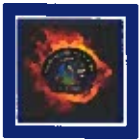
ACTION AGENDA

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.

5. **APPROVE REGULAR BOARD MEETING MINUTES, DECEMBER 11, 2018** (pgs. 17-24)
➤ **STANDING ITEM:** Review and approve minutes from December meeting as presented.
6. **APPROVE REGULAR BOARD MEETING MINUTES, JANUARY 14, 2019** (pgs. 25-26)
➤ **STANDING ITEM:** Review and approve minutes from January meeting as presented.
7. **REVIEW AND ACCEPT FINANCIAL REPORT FOR DECEMBER 2018** (pgs. 27-36)
➤ **STANDING ITEM:** Review and Accept Financial Report for December as presented.
8. **REVIEW AND ACCEPT POLICIES & PROCEDURES** (pgs. 37-92)
➤ **RECURRING ITEM:** Review and approve housekeeping and modification to format of Board Operations policy, with additions to meet changes in the law. Original policy included for review.
 - Board Policy
 - Board Education
 - Board Expenses
 - Board Organization
 - Board Elections
 - Board Committees
 - Board Meetings

Note: The Americans with Disabilities Act provides that no qualified individual with a disability shall be excluded from participation in, or denied the benefits of, District business. If you need assistance to participate in this meeting, please contact the District Office 72 hours prior to the meeting at (760) 723-2012.



AGENDA FOR REGULAR BOARD MEETING

JANUARY 22, 2019

PAGE 2 OF 3

9. **REVIEW AND ACCEPT 2ND QUARTER OVERTIME TRACKING REPORT** (pgs. 93-96)
QUARTERLY REPORT: Review and accept report that indicates a slight decrease in annual and sick leave, with a higher rate of industrial injury.
➤ Current overtime expenditures are 40.56% expended with reimbursement of mutual aid at \$ 94,906, which reduces the overtime expenses to 29.64% of the budget.
10. **REVIEW AND ACCEPT FOURTH QUARTER 2018 CUSTOMER SATISFACTION SURVEY** (pgs. 97-106)
➤ **QUARTERLY REPORT:** Review and accept report for the Fourth Quarter 2018 as presented. This quarterly report continues to reflect customer satisfaction is in the excellent range (95%) with 76 of 300 surveys returned and 331 Service and Sympathy Card sent in the Fourth Quarter of 2018.
11. **REVIEW AND ACCEPT ANNUAL FIRE PREVENTION REPORT** (pgs. 107-112)
➤ **ANNUAL REPORT:** Report shows 543 Plan Reviews with revenue increase of 65% and 617 Weed Abatement inspections conducted.

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.

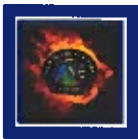
12. **REVIEW AND APPROVE 2019-03 AUTHORIZING PARTICIPATION IN A JOINT FACILITIES AGREEMENT WITH THE COUNTY OF SAN DIEGO FOR MEADOWOOD DEVELOPMENT — CHIEF ABBOTT** (pgs. 113-160)
➤ **NEW ITEM:** Review and Approve Resolution 2019-03 and authorize Fire Chief/CEO to execute necessary documents for JFA.
13. **REVIEW AND TAKE ACTION ON RESULTS OF SRI SURVEY — CHIEF ABBOTT** (pgs. 161-162)
➤ **NEW ITEM:** Consider action based on evaluation of Community Outreach Survey.
14. **TRANSITION TO DISTRICT BASED ELECTION SYSTEM — CHIEF ABBOTT** (pgs. 163-168)
➤ **NEW ITEM:** Review and approve Resolution 2019-01, initiating the transition to a "By-District" election system.
15. **REVIEW AND APPROVE CONTRACT FOR MEDICAL STANDBYS WITHIN DISTRICT EOA AND APPROVE RESOLUTION 2019-02 — D/C MAHR AND CHIEF ABBOTT** (pgs. 169-186)
➤ **RECURRING ITEM:** Review and contract and Resolution 2019-02, authorizing Chief Abbott to sign agreement, which permits Mercy Medical Transport to continue to provide limited medical standby for San Luis Rey Down Training Center, located within the District's Exclusive Operating Area. Agreement has been reviewed by District Counsel.
16. **REVIEW AND APPROVE EMERGENCY RESPONSE TIME STANDARDS — D/C MAHR AND CHIEF ABBOTT** (pgs. 187-190)
➤ **RECURRING ITEM:** Approve emergency response time standard based upon updated Urban, Suburban and Outlying population densities.
17. **REVIEW AND APPROVE PROPOSAL TO ENACT FRESH START UNFUNDED LIABILITY OVER TEN YEARS — DEPUTY CHIEF MAROVICH AND CHIEF ABBOTT** (pgs. 191-194)
➤ **NEW ITEM:** Review and approve proposal to enact a 10-year Fresh Start of Unfunded Liability for the Miscellaneous Plan.

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.

18. There are no Discussion Agenda Items for the January 22, 2019 meeting. (pgs. 195-196)

STANDING DISCUSSION ITEMS: All items listed under the Standing Discussion Items are presented every Regular meeting.



- **LEGAL COUNSEL REPORT:** (pgs. 197-198)
 - "Strategies to Manage Increasing Pension Costs"
- **WRITTEN COMMUNICATION:** (pgs. 199-200)
 - BOARD RECOGNITION PROGRAM – NONE
- **NEWS ARTICLES:** As attached. (pgs. 201-218)
- **COMMENTS/QUESTIONS:** (pgs. 219-220)
- **STAFF:**
 - Chief Abbott
 - 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 LUEVANO:** (pgs. 221-222)
 - 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 NEGOTIATOR — GOVERNMENT CODE § 54956.8 — CHIEF ABBOTT:**
 - PROPERTY LOCATION: 4157 Olive Hill Road – Station 3, Fallbrook, CA 92028;
 - PARTIES: North County Fire Protection District (Seller);
 - UNDER NEGOTIATION: Terms of Sale;
 - DISTRICT NEGOTIATORS: Chief Abbott, District Counsel James
- CS-3. **REPORT FROM CLOSED SESSION — PRESIDENT LUEVANO:**

ADJOURNMENT

SCHEDULED MEETINGS

The next regularly scheduled Board meeting is: **Tuesday, February 26, 2019, 4:00 p.m. at FPUD.**

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. The Agenda was also available for review at the Office of the Board Secretary, 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 Secretary, located at 330 S. Main Avenue, Fallbrook (760) 723-2012, during normal business hours or may be found on the District website at <http://www.ncfireprotectiondistrict.org>, subject to the Staff's ability to post the documents before the meeting. The date of posting was **January 18, 2019.**"

Board Secretary Loren Stephen-Porter:

Loren A. Stephen-Porter

Date: January 18, 2019



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

TO: BOARD OF DIRECTORS
FROM: STEPHEN ABBOTT, FIRE CHIEF/CEO
DATE: JANUARY 22, 2019
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 Policy § 4.7.2.1.2).*

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**NORTH COUNTY FIRE
PROTECTION DISTRICT
ADMINISTRATION**

TO: BOARD OF DIRECTORS
FROM: CHIEF ABBOTT & DEPUTY CHIEF MAROVICH
DATE: JANUARY 22, 2019
SUBJECT: BADGE PINNING CEREMONY

PUBLIC ACTIVITIES AGENDA

BACKGROUND:

The Board of Directors has approved a process of promoting District employees during regularly scheduled Board meetings. This practice provides a professional environment for congratulating the employees and their families for all the hard work and sacrifice.

DISCUSSION:

The following individual will be present during the January 22, 2019, Regular Board Meeting. Fire Chief Stephen Abbott will take this opportunity to officiate over the Badge Pinning Ceremony.

It is the distinct pleasure of the organization to present the following individual for promotion:

Tyler Ruiz

Engineer/Paramedic

Tyler Ruiz

Tyler Ruiz was born and raised in Escondido to Tony and Gina Ruiz. He is the oldest of two brothers and one sister. Tyler resides in Vista with his wife, Brook, and two-year-old son, Dean. When Tyler is not at work he enjoys surfing, fishing, mountain biking, and camping with family and friends. Tyler started his fire career shortly after high-school and became an EMT working for AMR San Diego. Tyler began volunteering as a firefighter for Rainbow Volunteer Fire Department in 2005 while continuing his education and training through Palomar College's Fire/Paramedic program. He was hired with North County Fire Protection District in 2008 as a Reserve Firefighter and ultimately as a full time Firefighter Paramedic in 2012. Tyler is proud to be a member of North County Fire and serve this community. He is grateful for all the support from family and friends over the years and is honored to be receiving this promotion today.

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

TO: BOARD OF DIRECTORS
FROM: STEPHEN ABBOTT, FIRE CHIEF/CEO
DATE: JANUARY 22, 2019
SUBJECT: AWARDS FOR EXPLORERS FROM VETERANS OF FOREIGN WARS

PUBLIC ACTIVITIES AGENDA

RECOMMENDATION:

Staff recommends the Board present awards to the following individual(s) selected to be recognized for their efforts by the Veterans of Foreign Wars (VFW).

BACKGROUND:

The District recently received numerous certificates of appreciation for Explorers who assisted and participated in a recent Veteran's Day event for the VFW. In appreciation, the VFW has sent certificates to acknowledge their community service during the event. Please join us in presentation of the awards for their service, to:

- Connor McReynolds
- Shea Bendykowski
- Morgan Donnelly
- Brady Reynolds
- Adam Webb
- Mitch Vincent
- Izaac Garcia
- Andrei Smith
- Adam Rodarte
- Jordan Chavez
- Lucy Goode
- Andrew Mitchell
- Trevor Ziets
- Nolan Havens
- Zach Jones

SUMMARY:

The Staff joins the Board in acknowledging the extraordinary efforts of these members.

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

TO: BOARD OF DIRECTORS
FROM: STEPHEN ABBOTT, FIRE CHIEF/CEO AND B/S STEPHEN-PORTER
DATE: JANUARY 22, 2019
SUBJECT: EMPLOYEE RECOGNITION PROGRAM REPORT – SELECTION OF INDIVIDUALS

ACTION AGENDA

RECOMMENDATION:

Staff recommends the Board select individual(s) to be recognized for their efforts during the Third and Fourth Quarter of 2018.

BACKGROUND:

In 2007, the Board instituted a Program designed to recognize excellent performance by members of the organization. On a quarterly basis, the Board selects employees to be recognized, based on feedback received during the quarter. The District has been fortunate to receive positive feedback on a number of employees' activities this past quarter, upon which they may make their selection from the individuals and groups below.

SECOND QUARTER RECOGNITION – INFORMATION RECEIVED ON INDIVIDUALS:

For the Third and Fourth Quarter of 2018, the Board received information on the following individuals/crews for their outstanding efforts:

- **BOARD RECOGNITION PROGRAM:**
- **NOVEMBER 10, 2018 LETTER FROM TRUCKEE MEADOWS COMMUNITY COLLEGE RE: Captain Mattarollo**
- **NOVEMBER 2 AND OCTOBER 14, 2018 EMAIL AND LETTER RE: MEDICAL RESCUE EFFORTS: Captain John Choi**
- **UNDATED CARD RE: EFFORTS BEYOND MEDICAL RESCUE**
Captain Rees FF/PM Moore
Engineer FF/PM Spencer
McInerney EMT Castellano
- **JULY 9, 2018 – EMAIL RE: RESCUE OFF-DUTY: Engineer Pete August**
- **JUNE 6, 2018 THANK YOU NOTE:**
MA 111:
P Eugenia Hoch
EMT Nick Tusa

- **UNDATED THANK YOU CARD:**

Engine 111:

Captain Garing
Engineer Craven
FF/PM DeBrauere

MA 111:

FF/PM Lian
EMT Pena

FISCAL ANALYSIS:

The previous quarter awards are within budgetary standards.

SUMMARY:

The Staff joins the Board in acknowledging the extraordinary efforts of these members and requests the Board select three individuals/groups/crews for recognition at the Regular February Board Meeting to stay within budgetary standards.



November 10, 2018

North County Fire Protection District
Fire Chief Stephen Abbott
330 South Main Avenue
Fallbrook CA 92028-2938

Chief Abbott, it has been quite a long time since we last spoke or saw one another. This afternoon, Fire Captain Mattarollo and his crew responded to a call from my wife while she was experiencing chest pain. This incident was particularly difficult as she is down there taking care of family after the unexpected loss of a family member, and I am here at our home in Virginia City, Nevada.

Captain Mattarollo spoke with me on the phone via facetime while the crew took care of attending to my wife. I had asked the Captain if you still worked for the district and he informed me that you are now the Fire Chief. I told Captain Mattarollo that you and I worked together many years ago and he said, "Oh, then you are family." I cannot tell you how incredibly reassuring that statement was in such a time. Captain Mattarollo and his crew went above and beyond for my wife and kept me informed throughout the incident and transport of my bride to the hospital.

Steve, would you please convey my heartfelt appreciation and gratitude to Captain Mattarollo and his crew for their incredible professionalism, compassion and care for my wife. She has only moments ago arrived at the hospital, but I could not wait to write this to you in thanks for your personnel and agency toward a brother firefighter. Be well my friend and thank you for leading such a fine group of professionals.

Sincerely,

Darryl Cleveland, MA, LP, CFO
Director of Public Safety

The TMCC Paramedic program is accredited by the Commission on Accreditation of Allied Health Education Programs (www.caahep.org) upon the recommendation of the Committee on Accreditation of Educational Programs for the Emergency Medical Services Professions

Division of Sciences
Public Safety Department Office
18600 Wedge Pkwy, Bldg B #124, Reno, NV 89511

Dendini Campus, 7000 Dendini Blvd., Reno, Nevada 89512
775-673-7000 www.tmcc.edu
Nevada System of Higher Education | Dedicated to Equal Opportunity



Loren Stephen-Porter

From: Kevin Mahr
Sent: Friday, November 2, 2018 10:21 AM
To: Stephen Abbott; Steve Marovich; Loren Stephen-Porter
Cc: John Choi; Greg Wilson; Greg Mann
Subject: FW: Off duty assistance from Cpt John Choi

Hi John,

Please see the recognition email below and thank you for your ongoing and outstanding representation of NCFPD and the Fire Service.

Great Work John

Kevin Mahr

Division Chief – Operations
North County Fire Protection District
330 S. Main Ave
Fallbrook, CA 92028
760-723-2015 (Office)
760-802-4181 (Cell)

Kevin,

Please see the email below regarding one of your Captains actions while off duty. Captain Hardy was very impressed with his command of the scene and ability to coach the victims friends in how to perform CPR. Please pass along a huge thank you to Captain Choi from Carlsbad Fire.

Nick

Sent from my iPhone

E101 responded to a motorcycle collision today on Carlsbad Blvd in front of the power plant. I wanted to express the sincere gratitude and pride from our crew and our agency for the service Captain John Choi provided on scene prior to our arrival.

Captain Choi was absolutely handling the scene when we arrived. The scene was dramatic with many bystanders, several of which were the patients friends who just witnessed the tragic accident right in front of them. Traffic was busy on the blvd, and the patient was in CPR status with serious traumatic injuries. John took charge of the scene and had bystanders working for him with people rotating through “quality” compressions that he coached them on, maintaining spinal stabilization and really just handling business with a professional demeanor, and clear decisive direction to do the best they could to give this young man a chance to survive. The friends of the patient will absolutely have better peace of mind looking back that their friend was given immediate quality care as opposed to how much more tragic and helpless they might have felt had Choi and the other bystanders not did what they did.

Oct. 14, 2018

North County Fire Protection

This is a letter of recognition for exceptional service provided by Captain John Choi while off duty in Carlsbad

E101 responded to a motorcycle collision today on Carlsbad Blvd in front of the power plant. I wanted to express the sincere gratitude and pride from our crew and our agency for the service Captain John Choi provided on scene prior to our arrival.

Captain Choi was absolutely handling the scene when we arrived. The scene was dramatic with many bystanders, several of which were the patient's friends who just witnessed the tragic accident right in front of them. Traffic was busy on the blvd, and the patient was in CPR status with serious traumatic injuries. John took charge of the scene and had bystanders working for him with people rotating through "quality" compressions that he coached them on, maintaining spinal stabilization and really just handling business with a professional demeanor, and clear decisive direction to do the best they could to give this young man a chance to survive. The friends of the patient will absolutely have better peace of mind looking back that their friend was given immediate quality care as opposed to how much more tragic and helpless they might have felt had Choi and the other bystanders not did what they did.

Again, we were all very impressed with the quality leadership and direction Captain Choi provided at this incident, he truly gave this young man his best chance of survival and clearly demonstrated to the crowd of onlookers that he was receiving immediate quality care. The young man did not survive, but he truly did receive exceptional care, Thank you John!



Station 1/B

Carlsbad Fire Department

Steve Hardy
Fire Captain
City of Carlsbad
2560 Orion Way
Carlsbad, CA 92010
www.carlsbadca.gov

Fire Department

2560 Orion Way | Carlsbad, CA 92010 | T 760-931-2141 | F 760-929-0256 | www.carlsbadfire.org

Again, we were all very impressed with the quality leadership and direction Captain Choi provided at this incident, he truly gave this young man his best chance of survival and clearly demonstrated to the crowd of onlookers that he was receiving immediate quality care. The young man did not survive, but he truly did receive exceptional care, Thank you John!

Station 1/B



Fire Department

Steve Hardy

Fire Captain

City of Carlsbad

2560 Orion Way

Carlsbad, CA 92010

www.carlsbadca.gov

We were the one with
green gate + steep driveway
on Conejo Rd. Thanks for
care of my dog + locking
my home!

Thank you for coming
to help when I had a
stroke + then fell and broke
my back (w/ latter - May
you stay safe!

Capt. Rees
Emp. McWerning
FF Moore
FF Spanler - CHAD SPENCER
EMT Castellano - ROBERT CASTELLANO

Loren Stephen-Porter

From: Greg Wilson
Sent: Monday, July 9, 2018 9:46 AM
To: Stephen Abbott; Loren Stephen-Porter
Cc: Fred Schoenheit
Subject: Pete August

Chief Abbott,

Thursday afternoon (7/5) I received a phone call from Captain Nate Pearson with the Carlsbad FD. Nate is serving as the manager for Carlsbad's Beach Lifeguard program.

That afternoon while on vacation with his family at Carlsbad by the Sea, Pete August was on the beach and witnessed a middle age man in the ocean collapse in waist to chest deep water. Pete reacted immediately by entering the surf and pulling the man from the water. Carlsbad lifeguards arrived on scene and Pete continued to assist with patient care and stabilization. It's presumed that the man experienced a seizure.

While a seizure on terra firma is typically not a life threatening event, a seizure in the ocean is another matter entirely. In any case, Pete's actions were vital to a positive outcome for this individual. Captain Pearson wanted to recognize Pete for his efforts but in typical firefighter fashion Pete dismissed its significance.

Pete August exemplifies the character of the members of NCF and I believe he should be recognized for his actions even though he may feel its not necessary.

Greg Wilson
Battalion Chief
North County Fire Protection District
330 South Main Ave
Fallbrook, CA 92028
760-845-2886

From the Desk of June 6, 2018

Dear Chief Abbott,

It is with great relief I can write this note. While this is their job - for me - it was my life.

Your cracker-jack duo, Eugenia Hoch and Nick Pusa, took exemplary care of me during the hand-off between the Graybill staff in Fallbrook transporting me to the Palomas E.R. in Escondido.

Last Friday, June 1, Eugenia and Nick treated me with kid gloves.

As a token of my appreciation please forward a Starbucks card to each of them.

Ryan Garing
Chris Craven
Doug De Brauwere
Benhan
Chris Rena

To the NFL!
Chris P!
Ben, Doug & Chris!
Ryan, my heart for thanks
you! Kindly call on husbands
expedient for your quick
mission that as my stroke!
to read of internationalism

God bless you and your wives!
Pray for each of your lives!
Use both of your lives!
We both thank you wives!
God bless you and your wives!
Pray for each of your lives!
Use both of your lives!
We both thank you wives!
God bless you and your wives!
Pray for each of your lives!

1 **December 11, 2018**

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

4 President Luevano called the meeting to order at 5:00.

5 **THE INVOCATION GIVEN BY DEPUTY CHIEF MAROVICH.**

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

7 **ROLL CALL:**

8 **Present:** Directors Harris, Hoffman, Luevano, Munson and Van Doorn.

9 **Absent:** None.

10 **Staff Present:** Fire Chief/CEO Abbott, Attorney James and Board Secretary Stephen-
11 Porter. In the audience were: DFC Marovich, D/C Mahr, B/Cs Krumwiede, McReynolds,
12 Schoenheit and Wilson, FM Koch and members of the public and Association.

13
14 **PUBLIC ACTIVITIES AGENDA**

15 1. **PUBLIC COMMENT:** President Luevano addressed the audience and inquired whether
16 there were any public comments regarding items not on the Agenda. Mr. George Maverick
17 addressed the Board about being placed on a future agenda to discuss the possibility that
18 the District would support him in approaching the State of California regarding the
19 implementation of fire bunkers, either individual or community bunkers. A discussion ensued
20 regarding whether Mr. Maverick had been in discussion with the Chief regarding the matter.
21 Mr. Maverick indicated he had only spoken with the Fire Safe Council. Mr. Maverick
22 requested the Board decide regarding whether the Board would support his position with the
23 State that fire bunkers are necessary. The Board indicated further study would be required
24 before any support could be given and suggested Chief Abbott investigate whether this is a
25 topic for consideration by the Board. Chief Abbott will respond back to Mr. Maverick.
26 Chief Abbott brought forward a late agenda item that had some urgency to it regarding a
27 request for a leave of absence for an employee recently suffering a medical emergency.
28 Because he is heavily sedated, he cannot request the leave himself, so the District, along
29 with the Association, is proactively requesting it on his behalf. On a motion by Director

30 Harris, seconded by Vice President Luevano, the Board unanimously determined the matter
31 arose after the publishing of the Agenda. On a motion by Director Harris, seconded by Vice
32 President Luevano, the Board unanimously determined the matter is time sensitive and
33 should be added to the Agenda as Item number 10.1. There being no further comments,
34 the Public Comment Section was closed.

35 2. **RECOGNITION OF RETIRING EMPLOYEES — CHIEF ABBOTT:** Chief Abbott presented
36 Captain Delgado to the Board for recognition of his many years of service to the District,
37 noting his accomplishments while serving in his capacities, including his different roles and
38 ranks. Captain Delgado thanked everyone for his time here and spoke of his experiences
39 and giving recognition to his family for his successes. He was congratulated and wished
40 well in his future endeavors, as well as presented with a retirement bell.

42 ACTION AGENDA

43 **PRIORITY ACTION ITEMS:**

44 3. **OFFICIAL SEATING AND SWEARING-IN OF NEW BOARD MEMBERS – CHIEF ABBOTT AND**
45 **DISTRICT COUNSEL JAMES:** Chief Abbott noted the District had received confirmation that
46 Directors Munson and Van Doorn have been certified as elected. District Counsel James
47 swore the Directors into office. Both Directors were congratulated by Staff and seated
48 Directors in attendance.

49 4. **BOARD ELECTIONS OF OFFICERS FOR 2019 – CHIEF ABBOTT AND COUNSEL JAMES:** Chief
50 Abbott informed those present that this is the time of the year the Board is to select officers
51 for the coming year. The new officers are to assume office at the end of the meeting.
52 President Munson turned the meeting over to District Counsel for the election of the officers.
53 District Counsel James called for nominations for President, with Director Harris nominating
54 Director Luevano, which was seconded by Director Hoffman. Director Luevano accepted
55 the nomination. There being no further nominations, Director Luevano was elected to
56 President for the year 2019. District Counsel asked for nominations for the election for Vice
57 President. Director Luevano nominated Director Hoffman, which nomination was declined.
58 Thereafter, Director Hoffman nominated Director Harris, which was seconded by Director

59 Luevano. As there were no other nominations for Vice President, Director Harris was
60 elected to Vice President for the year 2019.

61 **CONSENT ITEMS:**

62 4. **REVIEW AND ACCEPT REGULAR BOARD MEETING FOR OCTOBER 23, 2018**

63 5. **REVIEW AND ACCEPT SPECIAL BOARD MEETING FOR OCTOBER 24, 2018**

64 6. **REVIEW AND ACCEPT REGULAR BOARD MEETING FOR DECEMBER 4, 2018**

65 7. **REVIEW AND ACCEPT FINANCIAL REPORT FOR DECEMBER 2018**

66 8. **REVIEW AND ACCEPT POLICIES & PROCEDURES — NONE**

67 On a motion by Vice President Harris, seconded by Director Hoffman, the motion to approve
68 the Consent Agenda Items 4-8 passed by the following vote: **Ayes:** Directors Harris,
69 Hoffman, Luevano and Munson; **Abstain:** Van Doorn.

70 **ACTION ITEMS:**

71 9. **APPROVE REVISED MEETING SCHEDULE FOR NORTH COUNTY FIRE PROTECTION DISTRICT**

72 **BOARD MEETINGS FOR THE YEAR 2019 — CHIEF ABBOTT AND B/S STEPHEN-PORTER:** B/S

73 Stephen-Porter informed the Board that after approval of the meeting schedule for 2019,
74 several meeting dates were identified as being inadvertently mis-identified. In addition, the
75 Board had discussed as a trial, beginning the meetings at a new start time of 4:00 p.m.
76 Accordingly, the new schedule was presented for approval. On a motion by Vice President
77 Harris, seconded by Director Hoffman, the motion to approve the revised meeting schedule
78 for 2019 passed unanimously.

79 10. **REVIEW AND ACCEPT FINANCIAL AUDIT FOR FY 2017/2018 — DEPUTY CHIEF MAROVICH AND**

80 **CHIEF ABBOTT:** Chief Marovich informed the Board the Nigro & Nigro Accountants
81 conducted the Annual Audit for the District for Fiscal Year ending June 30, 2017. A
82 representative was present to review the audit with the Board and provide insight into the
83 financial status of the District. He noted the Finance Department has undergone some major
84 changes to improve procedures, which have resulted in an on-time, clean audit. Discussion
85 ensued regarding [1] the District's net position increased \$2,299,699 as a result of this year's

86 operations; [2] total revenues from all sources increased by 11.5%, or \$2,043,379 from
87 \$17,855,597 to \$19,898,976, from the prior year, primarily due to increases in charges for
88 services of \$484,379, mitigation fees of \$624,614, and property taxes of \$733,498; [3] total
89 expenses for the District's operations increased by 0.10% or \$173,914 from \$17,425,363 to
90 \$17,599,277, from the prior year, primarily due to increases in operations, mainly increases
91 in salaries and benefits; and [4] the District purchased new capital assets during the year in
92 the amount of \$1,971,163. Depreciation expense was \$827,385. Chief Abbott
93 acknowledged the hard work of the Finance Department to prepare for the audit and for
94 update in systems throughout the year. On a motion by Director Van Doorn, seconded by
95 Director Hoffman, the motion to accept the Annual Audit for the FY ending June 20, 2017,
96 passed unanimously.

97 **10.1. REQUEST FOR GRANTING OF LEAVE OF ABSENCE AND PERMISSION TO ALLOW DONATION**

98 **OF LEAVE – CHIEF ABBOTT:** Chief Abbott briefly explained the reasons for granting a leave
99 of absence and allowing donation of leave to a probationary employee who was suddenly
100 taken very ill. It is anticipated that he will be unable to return to work in the near future and
101 as he is probationary, has little leave time accumulated. Chief Abbott and the Association
102 have been in conversations regarding how to assist the employee, with this request being
103 posed as a solution. Due to the sudden and severe onset of his illness, Chief Abbott posited
104 that under the extenuating circumstance, the Board may use its discretion to allow the
105 request. On a motion by Director Harris, seconded by Director Hoffman, the motion to grant
106 a temporary eight week leave of absence through the end of January, with an extension up
107 to one year, to be granted at the discretion of the Fire Chief/CEO passed unanimously.

108
109 **DISCUSSION AGENDA**

110 **11. LONG-RANGE FINANCIAL PLAN – DEPUTY CHIEF MAROVICH AND CHIEF ABBOTT:** Several
111 months ago, the District engaged Raftelis in order to develop a long-range financial plan with

112 the goals of: ensuring sufficient cash flows for daily and yearly operations and capital
113 replacement, serving as a basis for establishing minimum fund levels, serving as a long-
114 range planning tool, maintaining or achieving suitable credit ratings and integrating
115 information into a future strategic plan. The tool developed by Raftelis incorporates current
116 District finances to illustrate three different potential financial scenarios. Chief Abbott
117 inquired whether a Board workshop was desirable in order to broaden the Board's overview
118 so that it may have time to contemplate the findings in preparation for more detailed future
119 discussions. It was the consensus of the Board to have the Board Secretary identify a time
120 in early January for the presentation and further discussions.

121
122 **STANDING DISCUSSION ITEMS:**

123 ● **LEGAL COUNSEL REPORT:** Counsel James presented his report "Writings
124 Concerning Public Business Are Public Records – Even If They Are Sent, Received or Store
125 on An Employee's Personal Email, Phone or Computer." Brief discussion ensued regarding
126 the ramifications of using individual, rather than District resources for email, etc. This is
127 informational only, no action required.

128 ● **WRITTEN COMMUNICATIONS:** Brief discussion ensued regarding the items,
129 Informational only, no action required.

130 ● **NEWS ARTICLES:** Brief discussion ensued regarding articles. This is informational
131 only, no action required.

132 ● **COMMENTS:**

133 ● **STAFF REPORTS/UPDATES:**

134 ● **STEPHEN ABBOTT, FIRE CHIEF/CEO:** Chief Abbott noted the results from the GEMT
135 audit, opining the District's accounting was accurate and that the District found the right
136 advisers and advocates. He congratulated Deputy Chief Marovich and FS/HR Specialist
137 Juul for traveling to Sacramento to see the hearing completed. Chief Abbott brought the
138 Board up-to-date on the Community Outreach efforts, including Facebook Live,
139 presentations, community feedback and concerns expressed in presentations that the

140 Healthcare District should be assisting with funding for District efforts. Chief Abbott informed
141 the Board that revision of the Board of Directors Operations Policy is underway and will be
142 presented for approval at an upcoming meeting. Chief Abbott informed the Board that North
143 Comm approved participating in a new joint dispatch facility study with the City and County
144 of San Diego. Discussion are underway at the County to bring all dispatch under one facility.
145 Chief Abbott discussed the positive and negative realities of one facility. Finally, Chief
146 Abbott thanked the Board for his recent bonus, but respectfully declined to accept it.
147 Informational only, no further action required.

148 ● **CHIEF OFFICERS AND OTHER STAFF: DEPUTY CHIEF MAROVICH:** Deputy Chief Marovich
149 congratulated his staff for their efforts, noting the fantastic work they had performed
150 throughout the year. **D/C MAHR:** D/C Mahr informed the Board Operations is working on a
151 new staffing program they will be evaluating. Labor, Operations have been working together
152 to fine-tune the necessary policies and expect to implement them in January. He also
153 provided an update on the new Type 3 engine status. **FM KOCH:** FM Koch updated the
154 Board on the Fire Safe Council and CERT activities.

155 ● **BOARD: DIRECTOR HOFFMAN:** Director Hoffman suggested using volunteers to assist
156 with weed mitigation efforts. Brief discussion ensued.

157 ● **BARGAINING GROUPS: A/P PRESIDENT MANN:** A/P President Mann welcome new
158 Board Director Van Doorn. He noted the Volunteer Program has sixteen new volunteers,
159 none of which have fire training. Captain Choi will be leading their first training this weekend.
160 A/P President Mann thanked the Board for being flexible for the ailing Association member
161 in permitting the LOA and donation of leave.

162 ● **PUBLIC COMMENT:** No comments.

164 **CLOSED SESSION**

165 Chief Abbott reported there was no needed for a Closed Session this meeting, therefore
166 Closed Session was not held.

ADJOURNMENT

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A motion was made at 6:55 p.m. by Director Hoffman and seconded by Director Harris to adjourn the meeting and reconvene on January 22, 2019, at 4:00 p.m. The motion carried unanimously.

Respectfully submitted,

Loren A. Stephen-Porter

Loren Stephen-Porter
Board Secretary

Minutes approved at the Board of Director's Meeting on: January 22, 2019



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1 **January 14, 2019**

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

4 President Luevano called the meeting to order at 1:00 p.m.

5 **THE INVOCATION GIVEN BY DEPUTY CHIEF MAROVICH.**

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

7 **ROLL CALL:**

8 **Present:** Directors Harris, Hoffman, Luevano, Munson and Van Doorn.

9 **Absent:** None.

10 **Staff Present:** Fire Chief/CEO Abbott, Attorney James and Board Secretary Stephen-
11 Porter. In the audience were: DFC Marovich, D/C Mahr, B/C Wilson, FM Koch and members
12 of the Association.

13
14 **PUBLIC ACTIVITIES AGENDA**

15 1. **PUBLIC COMMENT:** President Luevano addressed the audience and inquired whether
16 there were any public comments regarding items not on the Agenda. There being no
17 comments, the Public Comment Section was closed.

18
19 **ACTION AGENDA**

20 2. **LONG-RANGE FINANCIAL PLANNING WORKSHOP WITH RAFTELIS – DEPUTY CHIEF MAROVICH AND**
21 **CHIEF ABBOTT:** Chief Abbott introduced the topic and reminded the Board and Staff of the
22 nature of the work being performed by the Raftelis. Chief Abbott introduced Habib Issac
23 from Raftelis, who made the presentation to the Board. Mr. Issac reviewed the financial
24 status of the District using known financial data and using predictive information through the
25 year 2030, noting that the District is able to adequately meet ongoing operational expenses,
26 however, when taking into account facility improvement and replacement needs, it would
27 require an additional operating funding of about 2 million per year. Mr. Issac presented three
28 scenarios to the Board to meet the goals of the District of ensuring a positive net income,
29 meeting debt coverage, developing a model reserve policy and a stable financial plan model.

30 The three models included the recommended course of action, a course of action in a
31 booming economy and a course of action in an economic downturn. In depth discussion
32 ensued. Chief Abbot noted that the models do not take into consideration savings from
33 ambulance staffing conversion nor adjusting facility expectations, which reduces this
34 shortfall by half. The Board requested the Staff start incorporating community feedback into
35 the financial plan, begin adjusting the financial reserve policy and start developing short term
36 objectives. Chief Abbott noted the Board would have a better idea regarding direction on a
37 bond by Friday, when results from the survey would be available for review.

38 39 **DISCUSSION AGENDA**

40 There were no Discussion Items for the January 14, 2019 Board meeting.

41 42 **STANDING DISCUSSION ITEMS:**

- 43 ● **COMMENTS:**
- 44 ● **CHIEF OFFICERS AND OTHER STAFF:** No comments.
- 45 ● **BOARD:** No comments.
- 46 ● **BARGAINING GROUPS:** No comments.
- 47 ● **PUBLIC COMMENT:** No comments.

48 49 **ADJOURNMENT**

50 A motion was made at 3:12 p.m. Director Hoffman and seconded by Vice President Harris
51 to adjourn the meeting and reconvene on January 22, 2019, at 4:00 p.m. The motion carried
52 unanimously.

53 Respectfully submitted,

54 

55
56 Loren Stephen-Porter

57 Board Secretary

58 Minutes approved at the Board of Director's Meeting on: January 22, 2019



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

TO: BOARD OF DIRECTORS
FROM: DFC CHIEF STEVEN MAROVICH, HR/FS CHERIE JUUL AND CHIEF ABBOTT
DATE: DECEMBER 31, 2018
SUBJECT: REVENUE & EXPENDITURES AS OF DECEMBER 31, 2018 (50%)

Revenue Sources	Budgeted	Collected	Over/Under	% of Budget
Property Taxes - FBK	14,732,530.00	5,805,842.92	(8,926,687.08)	39%
Property Taxes - RNBW	275,000.00	106,471.05	(236,911.29)	39%
Ambulance and Collections	1,902,500.00	953,488.00	(949,012.00)	50%
GEMT-State Supplement	100,000.00	-	(100,000.00)	0%
Prevention Fees	200,000.00	142,098.76	(57,901.24)	71%
Tower Lease Agreements	90,000.00	43,913.62	(46,086.38)	49%
Other Revenue Sources	35,000.00	78,252.12	43,252.12	224%
Interest	30,000.00	5,551.14	(24,448.86)	19%
Cost Recovery	70,000.00	38,257.69	(31,742.31)	55%
Community Facilities District (CFD)	68,966.00			
Strike Team Reimbursements	121,780.00	94,905.65	(26,874.35)	-
Other Reimbursements	374,162.00	25,090.87	(349,071.13)	7%
Mitigation Fees & Interest - FBK	250,000.00	189,633.73	(60,366.27)	76%
Mitigation Fees & Interest - RNBW	-	3.91	3.91	-
Donations & Grants	628,090.00	97,451.00	(530,639.00)	16%
Annexation fees	-	-	-	-
Transfers & Loans	-	-	-	0%
Total Revenue:	18,878,028.00	7,580,960.46	(11,297,067.54)	40%
	Budgeted	Spent	Over/Under	% of Budget
TTL Expenditures YTD thru 12-31-2018	17,825,074.00	7,664,811.62	(10,160,262.38)	43%
Revenue over Expenditures		(83,851.16)		

North County Fire Protection District
 For the First Month Ending December 31, 2018
50% of Budget

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

Description	November Actual	Running Total	Annual Budget	Amount		% Used
				Remaining		
TOTAL PERSONNEL	906,000.40	6,486,811.99	14,437,997.00	7,951,185.01		44.9%
101 Total Board Administration	4,019.51	111,765.41	328,900.00	217,134.59		34.0%
102 Total Administration	76,139.33	392,560.56	1,153,120.00	760,559.44		34.0%
103 Total Fire Prevention	506.89	8,157.84	80,432.00	72,274.16		10.1%
104 Total Emergency Services	4,285.63	147,586.75	326,918.00	179,331.25		45.1%
105 Total Emergency Med Svcs	18,084.53	65,823.69	164,258.00	98,434.31		40.1%
106 Total Reserves	18,705.00	24,749.60	31,000.00	6,250.40		79.8%
107 Total Communications	8,333.81	282,796.71	655,339.00	372,542.29		43.2%
108 Total Shop/Maintenance	23,186.63	130,511.57	344,260.00	213,748.43		37.9%
109 Total Training	797.50	14,047.50	102,850.00	88,802.50		13.7%
120 Total General Fund Reserve	-	-	200,000.00	200,000.00		0.0%
200 Total Capital Equipment	-	-	-	-		0.0%
GRAND TOTAL	1,060,059.23	7,664,811.62	17,825,074.00	10,160,262.38		43.0%

SAFER grant will provide reimbursement

NORTH COUNTY FIRE PROTECTION DISTRICT

Tax Apportionments FY 18-19

DATE	APP #	GROSS	REFUNDS & ADJUSTMENTS	FY 18/19 NET	FY 18/19 RUNNING	FY 17/18 NET	FY 17/18 RUNNING	
8/1/2018	1	212,187.31	1,099.25	211,088.06	211,088.06	208,527.21	208,527.21	
9/1/2018	2	64,587.28	2,440.55	62,146.73	273,234.79	77,260.58	285,787.79	
10/1/2018	3	194,918.23	19,187.96	175,730.27	448,965.06	141,090.29	426,878.08	
10/30/2018	4	620,477.43	17,135.11	603,342.32	1,052,307.38	647,686.90	1,074,564.98	
12/11/2018	5	4,713,672.67	10,812.77	4,702,859.90	5,755,167.28	4,508,309.45	5,582,874.43	
1/1/2019	6			-	5,755,167.28	3,031,362.46	8,614,236.89	
2/1/2019	7			-	5,755,167.28	348,998.07	8,963,234.96	
3/1/2019				-	-	-	-	
4/1/2019	8			-	5,755,167.28	3,028,136.07	11,991,371.03	
4/30/2019	9			-	5,755,167.28	146,917.51	12,138,288.54	
5/28/2019	10			-	5,755,167.28	1,368,061.22	13,506,349.76	
6/18/2018	11			-	5,755,167.28	218,727.40	13,725,077.16	
7/19/2018	12			-	5,755,167.28	211,732.88	13,936,810.04	
TOTAL YTD		5,805,842.92	50,675.64	5,755,167.28	5,755,167.28	5,582,874.43	13,992,241.43	
							Net Rev Increase	3.09%

RAINBOW FIRE PROTECTION DISTRICT
Tax Apportionments FY 18-19

DATE	APP #	GROSS	REFUNDS & ADJUSTMENTS	FY 18/19 NET	FY 18/19 RUNNING	FY 17/18 NET	FY 17/18 RUNNING	
8/1/2018	1	3,901.18	20.20	3,880.98	3,880.98	3,870.19	3,870.19	
9/1/2018	2	1,187.53	44.87	1,142.66	5,023.64	1,433.78	5,303.97	
10/1/2018	3	3,583.74	352.85	3,230.89	8,254.53	2,618.45	7,922.42	
10/30/2018	4	11,408.02	326.46	11,081.56	19,336.09	12,002.74	19,925.16	
12/11/2018	5	86,390.58	198.43	86,192.15	105,528.24	84,302.39	104,227.55	
1/1/2019	6			-	105,528.24	55,734.72	159,962.27	
2/1/2019	7			-	105,528.24	6,380.89	166,343.16	
3/1/2019				-	105,528.24	-	166,343.16	
4/1/2019	8			-	105,528.24	56,188.26	222,531.42	
4/30/2019	9			-	105,528.24	2,297.59	224,829.01	
5/28/2019	10			-	105,528.24	25,442.75	250,271.76	
6/18/2018	11			-	105,528.24	5,113.31	255,385.07	
7/19/2018	12			-	105,528.24	3,896.49	259,281.56	
TOTAL YTD		106,471.05	942.81	105,528.24	105,528.24	104,227.55	104,227.55	
							Net Rev Increase	1.25%

**NORTH COUNTY FIRE PROTECTION DISTRICT
AMBULANCE REVENUE FY 2018-2019**

MONTH	CONTRACTUAL		TOTAL		BAD DEBT	REFUNDS	ADJ AR	DEPOSITS RECIEVED	BILLING FEES	FY 18-19		FY 17-18	
	BILLED	WRITE DOWNS	AR	AR						WRITE-OFFS	NET REVENUE	NET REVENUE	
7/31/2017	486,857.35	273,096.29	213,761.06	226,954.63	47,413.41	2,542.20	163,805.45	166,148.09	9,553.48	156,594.61	147,411.57		
8/31/2017	458,256.82	261,730.97	196,525.85	188,659.18	77,247.01	1,498.39	117,780.45	135,686.25	7,890.50	127,795.75	166,941.09		
9/30/2017	393,795.22	213,396.97	180,398.25	172,766.98	36,090.18	-	144,308.07	153,416.18	9,051.55	144,364.63	129,488.00		
10/31/2017	434,064.78	256,219.76	177,845.02	187,814.29	25,190.48	3,571.44	149,083.10	184,457.00	10,882.96	173,574.04	150,932.49		
11/30/2017	495,021.93	262,406.32	232,615.61	163,784.51	44,636.29	-	187,979.32	166,541.06	9,943.92	158,597.14	144,190.22		
12/31/2017	463,825.06	235,980.43	227,844.63	202,887.40	43,436.35	-	184,408.28	145,520.17	8,585.69	136,934.48	133,490.85		
1/31/2018				185,586.06							167,815.18		
2/28/2018				154,965.64							123,383.39		
3/31/2018				208,554.49							117,973.66		
4/30/2018				182,733.35							131,626.80		
5/31/2018				184,318.43							152,248.76		
6/30/2018				177,800.79							115,848.47		
TOTAL:	2,731,821.16	1,502,830.74	1,228,990.42	1,142,896.99	274,013.72	7,612.03	947,364.67	953,768.75	55,908.10	897,860.65	872,454.22	New Revenue Change	2.91%

NORTH COUNTY FIRE PROTECTION DISTRICT MONTHLY INVESTMENT REPORT
--

December 31, 2018

FALLBROOK	BALANCE	INTEREST	
		RATE	
County of San Diego/General Fund - FBK	2,225,064.16	0.01%	Operating
County of San Diego/General Fund - RNBW	671,879.47	0.01%	Operating
County of San Diego/Capital Reserve	385,127.18	0.01%	Capital Reserves
County of San Diego/Fire Mitigation Fund - FBK	286,056.14	0.01%	Mitigation Fees
County of San Diego/Fire Mitigation Fund - RNBW	3,901.61	0.01%	Mitigation Fees
Local Agency Investment Fund	19,401.43	0.78%	LAIF
Workers' Comp JPA	464,728.73	0.26%	PASIS Funds
Bank of America/PASIS	58,477.80	0.01%	
First National/Benefit Fund	154,382.66	0.70%	
First National/Payroll	567,582.52	0.70%	
First National/Accounts Payable	135,581.97	0.70%	
First National/Accounts Receivable	53,177.98	0.70%	
Pacific Western Bank/Accounts Receivable	2,745,844.17	0.00%	
TOTAL	7,771,205.82		

**NORTH COUNTY FIRE PROTECTION DISTRICT
COST RECOVERY FY 2018/2019**

<u>Month</u>	<u>Billed</u>	<u>Collected</u>	<u>YTD % Collected</u>	<u>Billing Fees</u>	<u>Net Revenue</u>	<u>FY 17/18 Net Revenue</u>
7/31/2018	12,030.00	11,415.00	94.89%	2,283.00	9,132.00	5,082.66
8/30/2018	6,942.00	6,412.35	92.37%	1,282.47	5,129.88	5,286.00
9/30/2018	8,525.00	8,288.00	97.22%	1,657.60	6,630.40	6,951.45
10/31/2018	7,948.00	7,829.24	98.51%	1,565.85	6,263.39	7,364.00
11/30/2018	9,083.00	8,726.52	96.08%	1,745.30	6,981.22	5,664.64
12/31/2018	5,679.00	5,151.00	90.70%	1,030.20	4,120.80	3,507.20
1/31/2019			#DIV/0!	-	-	4,669.95
2/28/2019			#DIV/0!	-	-	7,322.40
3/30/2019			#DIV/0!	-	-	7,275.52
4/30/2019			#DIV/0!	-	-	6,348.00
5/31/2019			#DIV/0!	-	-	3,159.60
6/30/2019			#DIV/0!	-	-	3,872.00
TOTAL:	50,207.00	47,822.11	95.25%	9,564.42	38,257.69	30,348.74
					Net Rev Increase	26.06%

therecoveryhub.com

Document Date	Document Number	Vendor Name	Transaction Description	Document Amount
12/1/2018	MAHR/MAROVICH 19/21	CALIFORNIA EMS AUTHORITY	Mahr/Marovich Medic renew	400.00
12/1/2018	STMT 12/2018	Employee Benefit Specialists, Inc.	Dental/Vision/Life	8,974.19
12/1/2018	STMT 12/2018	Harry J. Wilson Insurance Center	LTD 12/2018	1,077.00
12/1/2018	0417565120118	TIME WARNER CABLE	12/11/18-1/10/19	89.98
12/1/2018	PERMIT 12/18-12/19	County of San Diego DEH	Facility permit 12/18-12/19	1,015.00
12/1/2018	INC. COMMANDER	ROBERT DeCAMP II	Incident commander	128.00
12/1/2018	FSC4710	ROBERT DeCAMP II	FSC4710	796.00
12/1/2018	35523658919	DIRECTV	12/1/18-12/31/18	149.23
12/1/2018	1301152	MYERS-STEVENSON & CO. INC.	LTD 12/2018	632.50
12/1/2018	9452	Nigro & Nigro	Audit services for FY17/18	11,700.00
12/1/2018	9657	Nigro & Nigro	Audit services FY17/18	1,300.00
12/1/2018	STMT OF FACTS 12/18	Secretary of State	Stmt of Facts 12/2018	1.00
12/1/2018	1884NCF121801	Strategy Research Institute	Consulting fee 12/2018	4,600.00
12/1/2018	87485	UNIFORM SPECIALIST/ACE UNIFORMS	S. Devine uniform	389.53
12/1/2018	9819369920	VERIZON WIRELESS	11/2/18-12/01/18	77.28
12/1/2018	000012271202	AT&T	11/01/18-11/30/18	3,973.76
12/1/2018	095334956	XEROX - PASADENA	10/21/18-11/21/18	152.18
12/1/2018	095334957	XEROX - PASADENA	10/21/18-11/21/18	407.06
12/3/2018	11/7/18-12/3/18-003	FALLBROOK PUBLIC UTILITY DISTR	11/7/18-12/3/18	281.14
12/3/2018	11/7/18-12/3/18-002	FALLBROOK PUBLIC UTILITY DISTR	11/7/18-12/3/18	348.80
12/3/2018	87529	UNIFORM SPECIALIST/ACE UNIFORMS	Clarke uniform	400.35
12/4/2018	87566	UNIFORM SPECIALIST/ACE UNIFORMS	Avila uniform	389.53
12/4/2018	87555	UNIFORM SPECIALIST/ACE UNIFORMS	Bertotti uniform	389.53
12/5/2018	MEDIC CERT	Enrique Jacobo	Jacobo Medic reimb	1,000.00
12/5/2018	ORG 5100	MATHIEU LINDSEY	ORG 5100	1,012.50
12/5/2018	STMT 12/5/2018	Fowler Pest Control	Bi-monthly pest	270.00
12/5/2018	17294	BP Battery	Lead acid battery	45.55
12/5/2018	87577	UNIFORM SPECIALIST/ACE UNIFORMS	Carrillo uniform	394.95
12/5/2018	XA290027313:01	VELOCITY TRUCK CENTERS	Sensor O/F	69.94
12/6/2018	53272	FALLBROOK PROPANE GAS CO.	Propane Sta. 3	316.01
12/6/2018	87638	UNIFORM SPECIALIST/ACE UNIFORMS	Castillo uniform	321.07
12/7/2018	PR AP 12/07/18	LINCOLN NATIONAL	PR AP 12/07/18	2,186.78
12/7/2018	PR AP 12/07/18	FALLBROOK FIREFIGHTERS' ASSN	PR AP 12/07/18	2,525.45
12/7/2018	PR 12/7/18 - SR DUES	FALLBROOK FIREFIGHTERS' ASSN	PR AP 12/7/18	36.27
12/7/2018	PR 12/7/18	FIREFIGHTERS LEG. ACTION GRP	PR AP 12/7/18	92.00
12/7/2018	11677227	NIGEL FRANK INT'L USA	GP consulting	130.00

12/7/2018	87650	UNIFORM SPECIALIST/ACE UNIFORMS	Von Yokes uniform	400.35
12/8/2018	12/9/18-1/8/18	AT&T U-VERSE	12/9/18-1/8/18	162.06
12/10/2018	0000240121018	TIME WARNER CABLE	12/20/18-1/19/19	149.95
12/10/2018	11/11/18-12/10/18	RAINBOW MUNICIPAL WATER DIST	11/11/18-12/10/18	14.81
12/10/2018	11/11/18-12/10/18-00	RAINBOW MUNICIPAL WATER DIST	11/11/18-12/10/18	140.00
12/10/2018	11/11/18-12/10/18-02	RAINBOW MUNICIPAL WATER DIST	11/11/18-12/10/18	198.93
12/11/2018	26868	Signarama of San Marcos	Helmet decals	128.71
12/11/2018	ACLS RENEW 18-20	EUGENIA SOULIER	ACLS renewal	150.00
12/12/2018	08L0036333755	READY FRESH	11/11/18-12/10/18	45.23
12/14/2018	1042672	Door Service Repair	Door repair Sta. 6	261.00
12/14/2018	1042673	Door Service Repair	Door repair Sta. 5	236.00
12/15/2018	STMT 12/15/18	FALLBROOK OIL COMPANY	Fuel 12/1/18-12/15/18	2,900.86
12/15/2018	132321	Global CTI	Global - Support	134.48
12/15/2018	STMT 12/15/18	LEGAL SHIELD	Legal shield 12/15-1/15	597.15
12/17/2018	515	TSUNAMI PLUMBING	Sta. 1 bathroom remodel	5,427.28
12/18/2018	1887NCF121802	Strategy Research Institute	1st half of tracking poll	7,000.00
12/21/2018	PR AP 12/21/18	FALLBROOK FIREFIGHTERS' ASSN	PR AP 12/21/18	2,527.50
12/21/2018	PR AP 12/21/18-SR	FALLBROOK FIREFIGHTERS' ASSN	PR AP 12/21/18	33.93
12/21/2018	PR AP 12/21/18	FIREFIGHTERS LEG. ACTION GRP	PR AP 12/21/18	92.00
12/21/2018	PR AP 12/21/18	LINCOLN NATIONAL	PR AP 12/21/18	2,186.78
12/21/2018	PR 12/21/18	Tony Marchese	PR 11/25/18-12/8/18	110.79
12/21/2018	11/19/18-12/19/18-15	SDG&E	11/19/18-12/19/18	35.35
12/24/2018	11/20/18-12/20/18-37	SDG&E	11/20/18-12/20/18	88.18
12/26/2018	MEDIC RECERT 18-20	CHRIS CRAVEN	Medic Recert 18-20	200.00
12/26/2018	S-231 ENG BOSS	CHRIS CRAVEN	S-231 Eng Boss	250.00

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

TO: BOARD OF DIRECTORS
FROM: STEPHEN ABBOTT, FIRE CHIEF/CEO
DATE: JANUARY 22, 2019
SUBJECT: APPROVAL OF POLICIES AND PROCEDURES

The following Policies and Procedures are being presented for review and approval:

1. BOARD OF DIRECTORS: OPERATIONS POLICY
Policy updated to new policies format. Housekeeping changes – updated sections to reorganize for consistency, modified to reflect changes in the law, defined roles for individuals.
 -



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BOARD OF DIRECTORS OPERATIONS POLICY

1.0. **PURPOSE:**

- 1.1. The purpose of this Policy is to clarify and supplement State law and to provide specific rules for the actions of the Board of Directors of the North County Fire Protection District of San Diego County, by a means that is fair, fiscally conservative and protective of the interest of the people served by the North County Fire Protection District.

2.0. **POLICY:**

- 2.1. It is the Policy of the North County Fire Protection District to form, organize and maintain a Board of Directors for the purposes of governing the provision of services to the citizens served by the North County Fire Protection District.
- 2.2. This governing body shall function as prescribed in the Fire Protection District Law of 1987 and other applicable state laws. The Board will maintain an official policy from which the North County Fire Protection District shall be organized and operated.

3.0. **INTENT:**

- 3.1. The provisions of these policies and proposals are to assist the Board of Directors of the North County Fire Protection District as they administer and represent the business and affairs of the North County Fire Protection District. It is the intent and purpose of this directive to help clarify and define the responsibilities of the elected officials (Directors) of the North County Fire Protection District.

3.2. **Subsidiary Standard Operating Procedures:**

- 3.2.1. Education and Expenses
- 3.2.2. Expenses of the District
- 3.2.3. Organization, Duties and Responsibilities
- 3.2.4. Elections and Terms
- 3.2.5. Committees and Other Organizations
- 3.2.6. Board Meetings



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BOARD EDUCATION AND EXPENSES

1.0. EDUCATION:

- 1.1.1. The District may authorize its Directors and employees to attend professional or vocational meetings and pay their actual and necessary traveling and incidental expenses while on official business. Reimbursement for these expenses is subject to the Government Code.
- 1.1.2. Board Members shall provide brief reports on meetings attended at the expense of the local agency at the next regular meeting of the legislative body.

1.2. ETHICS TRAINING:

- 1.2.1. Any Member Board who receives any type of compensation, salary, stipend or reimbursement for actual and necessary expenses incurred in the performance of actual duties shall have approved biennial ethics training.

1.2.2. DESIGNATED INDIVIDUALS:

- 1.2.2.1. Any employee designated by the local agency legislative body who is required to report on a Form 700 or as specified under the Government Code, is required to receive training.
- 1.2.2.2. Each Member of the Board and specified employees shall attend approved Biennial Ethics Training.
- 1.2.2.3. The District shall provide the Members of the Board with information educational opportunities to satisfy this requirement at least annually.
- 1.2.2.4. Members of the District Board may be allowed actual and necessary travel, meals and lodging to attend biennial ethics training as approved by the Board.

1.3. SEXUAL HARASSMENT PREVENTION TRAINING AND EDUCATION:

- 1.3.1. As provided by Government Code § 53237.1, the District Board members shall receive at least two (2) hours of sexual harassment prevention training and education. The training shall be: initial on taking office shall within the first six (6) months of taking office and every two (2) years thereafter.
- 1.3.2. The training and education required by Government Code § 53237.1 shall include information and practical guidance regarding the federal and state



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statutory provisions concerning the prohibition against, and the prevention and correction of, sexual harassment and the remedies available to victims of sexual harassment in employment. The training and education shall also include practical examples aimed at instructing the local agency official in the prevention of sexual harassment, discrimination and retaliation, and shall be presented by trainers or educators with knowledge and expertise in the prevention of sexual harassment, discrimination and retaliation.

- 1.3.3. The District may offer one or more training courses or sets of self-study materials with tests. These courses may be taken at home, in person or online.
- 1.3.4. A District must provide a recommendation on training available to meet the requirements of this article to its local agency officials and its employees at least once in written form before assuming a new position and every two years thereafter.
- 1.3.5. A local agency official who serves more than one local agency shall satisfy the training requirements once every two years without regard to the number of local agencies s/he serves.

2.0. DISTRICT RESPONSIBILITIES:

- 2.1. The District shall maintain records demonstrating satisfaction of the ethics and/or harassment training mandate that demonstrates the following:
 - 2.1.1. The dates the Members satisfied the requirements for ethics and/or harassment training;
 - 2.1.2. The entity that provided the training;
 - 2.1.3. The records shall be maintained for at least five (5) years after the Members obtain the training;
 - 2.1.4. The records shall be public records subject to disclosure under the California Public Records Act.



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BOARD EDUCATION AND EXPENSES

- 2.2. EXPENSES:
- 2.3. The District shall provide expense report forms to be filed by the Members of the Board for reimbursement of expenses incurred on behalf of the District in performance of official duties. Members of the District Board may be allowed actual and necessary travel, meals lodging and other actual and necessary incidental expenses incurred in the performance of official business of the District as approved by the District Board.
- 2.4. Members are required to submit an expense report with a reasonable time, with supporting documentation in order to be reimbursed for expenses.



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EXPENSES OF THE DISTRICT

- 1.0. **EXPENSES OF THE DISTRICT:**
- 1.1. **EXPENDITURES:** A claims statement of expenditures for the proceeding period shall be submitted for the approval of the Board.
- 1.2. **CAPITAL OUTLAY:** Major items shall be approved by the Board prior to purchase in accordance with the Purchase and Contracting Policy, even though the item is included in the Annual Budget. Items costing in excess of the limits set forth in Public Contract Code and Health and Safety Code, will be bid by no less than three (3) sealed bids or as outlined in the Purchase and Contracting Policy.
- 1.3. **EMERGENCY EXPENSES:** In the event of sudden extreme emergency, the President and the Fire Chief/CEO or their designated representatives concurrently may authorize expenditures of funds not budgeted when a Board meeting cannot be convened in time. Board approval must be obtained at the next regular Board meeting.
- 1.4. **COMPENSATION:** In concurrence with [Health and Safety Code § 13857](#) and AB 1234, each Member of the District Board shall receive such sum as may be fixed by the Board, not to exceed \$100, for attending each meeting of the District Board, not to exceed four (4) such meetings in any calendar month, including:
 - 1.4.1. **MEETINGS:**
 - 1.4.1.1. Each Regular or Special meeting attended;
 - 1.4.1.2. Each Regular or Special advisory meeting attended;
 - 1.4.1.3. Any conference or organized educational activity conducted in compliance with the Government Code, including but not limited to, ethics training;
 - 1.4.1.4. Compensation for attendance at any meeting of the Board shall be the same rate;
 - 1.4.1.5. Members of the District Board may receive such other benefits as allowed by law only if the Board has adopted in a public meeting, a written policy specifying other types of occasions that constitute the performance of official duties for which a Member of the Board may receive payment.



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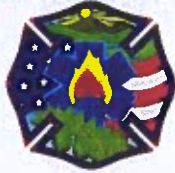
ORGANIZATION, DUTIES AND RESPONSIBILITIES

1.0. BOARD ORGANIZATION:

- 1.1. The Board shall be comprised of a five (5)-Member electorate, consisting of a President, a Vice President and three Board Members.
- 1.2. The Board shall appoint a Secretary, who shall be a permanent employee of the District.
- 1.3. The Board may designate Counsel, who serves at the pleasure of the Board.

2.0. GENERAL DUTIES AND RESPONSIBILITIES OF THE DIRECTORS:

- 2.1. Duties shall be legislative and the Board shall formulate and adopt policy for the administrative operation of the Fire District.
- 2.2. Members shall conduct District business for the public benefit, acting only in the community's best interest, faithfully perform all duties of their elected office including:
 - 2.2.1. Understanding the roles and responsibilities of the Board position;
 - 2.2.2. Being thoroughly familiar with and knowledgeable on items of business before voting or developing a conclusion or recommendation before the Board;
 - 2.2.3. Regularly attending Board meetings.
- 2.3. The Members shall abide by the "Open Meeting Law," court decisions and Attorney General Opinions concerning the requirements for open meetings of governmental agencies in California. Members shall not disclose confidential information, which includes, but is not limited to the following:
 - 2.3.1. Documents which are exempted from disclosure under the Public Record Act (Govt. Code section 6250, et seq.);
 - 2.3.2. Information received in Closed Session; and



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- 2.3.3. Communications from legal counsel which are protected by attorney-client and attorney work-product privileges.
- 2.3.4. Members will act as Community Leaders representing the District, including:
- 2.3.4.1. Promoting the District, its programs and ideals;
 - 2.3.4.2. Foster future community leaders;
 - 2.3.4.3. Develop intergovernmental opportunities with cities, counties and other public service providers serving District constituents;
 - 2.3.4.4. Join or coalitions through forums, Town Hall meetings and debates.
 - 2.3.4.5. Identify opportunities for collaboration and cooperation;
 - 2.3.4.6. Cultivate relationships with state legislators and agencies;
 - 2.3.4.7. Seek educational opportunities to develop and improve the Board's governance and public service delivery understanding through such opportunities as:
 - 2.3.4.7.1. Continuing education;
 - 2.3.4.7.2. Special District Leadership Academy;
 - 2.3.4.7.3. Special District Leadership Foundation.
- 2.3.5. Exercise sound judgment in business efforts of the District by protecting and adequately maintaining District assets, maintaining adequate insurance and protecting District funding, seeking to impose the lightest public burden possible.
- 2.3.6. Members will deal always in an ethical, honest, straightforward, open, transparent and above-board manner with the community, the Fire Chief/CEO and the District Staff and other Board Members; treating everyone equitably and respectfully. Members will abide by the District Code of Ethics Policy. Board Members will refrain from abusive conduct, personal charges or verbal attacks upon the character, motives, ethics or morals of other Members of the District Board, employees or Members of the public.
- 2.3.7. Members will honor the spirit and letter of the law when ensuring compliance with legal, regulatory and legislative requirements. They will take legal action when required by law.
- 2.3.8. The Board shall review and approve a budget annually [\[Health & Safety §](#)



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13895. They shall provide within budget limitations, adequate personnel, approve new positions as required and ratify or reject the appointment of all personnel on recommendation of the Fire Chief/CEO.

- 2.3.9. The Board shall employ a competent, professional person as Fire Chief/CEO who will administer, direct and supervise District Operations.
 - 2.3.10. Members shall act collectively and not individually involve themselves in the day-to-day operation of the District. Members shall function as a Board rather than as individuals to adopt policies for guidance of the Board and Staff.
 - 2.3.11. The members will keep the Fire Chief/CEO informed of community reaction to the fire department's services and assist in building positive community relations.
 - 2.3.12. The Board will represent the District at public hearings that pertain to the District as necessary. Members will encourage public participation at hearings, meetings and events; as well as accept and encourage feedback to the Board.
 - 2.3.13. Members will study ways of improving the District and the services the Department provides.
 - 2.3.14. The Board will establish Mission, Vision, Values Statements and Strategic Plans, both short and long term.
 - 2.3.15. The Members will observe and be bound the Policies, Rules and Regulations of the District as they apply universally throughout the District, including such policies as: Code of Ethics, Conflict of Interest, Computer Use, Electronic Email, Social Media, Harassment, Discrimination and other relevant matters.
- 3.0. **PERSONAL RECORDS AND PUBLIC BUSINESS:**
- 3.1. Members shall refrain from using their personal email, phone or computer to store writings concerning the public business as such records are considered public records under the California Public Records Act (PRA) and may be discoverable.
 - 3.2. Writings relating to the Public's business prepared by Members, regardless of



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whether they are prepared on personal or agency account remain public records.

3.3. Members shall use their assigned District accounts for public business and if a personal account is inadvertently used, Members shall forward a copy of any public communications to the District account.

3.4. When a request for public records arises, Members may be able to satisfy a request without submitting personal records if the Member has segregated the records into the District account and acting in good faith, will submit an affidavit demonstrating sufficient facts to show that any personal records are not public records under the PRA.

4.0. **DISCIPLINARY ACTION:**

4.1. The Board of may exercise any and all available legal remedies if it determines that a Member has violated any provision of state law governing conflicts of interest or self-interested contracts including, if applicable, referring the matter to appropriate prosecutorial authorities.

4.2. The Board may further exercise all available legal remedies including, but not limited to, seeking injunctive relief, to prevent any violation of this Code respecting confidentiality and privilege.

4.3. The Board may publicly censure or reprimand any Member who violates any provision of this Code.

4.4. Ultimate responsibility for complying with the Code rests with the individual Members.

5.0. **DUTIES AND RESPONSIBILITIES OF OTHERS:**

5.1. **FIRE CHIEF/CEO:**

5.1.1. The Fire Chief/CEO assists the Board by providing guidance to the Board and District Staff in areas of:

5.1.2. **BOARD ADMINISTRATION AND SUPPORT:** Supports operations and



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administration of Board by advising and informing Board members, interfacing between Board, Board Secretary and Staff. Supports Board's evaluation of Fire Chief/CEO.

- 5.1.3. **PROGRAMS AND SERVICE DELIVERY:** Oversees design, delivery and quality of programs, products and services; provides required Board reports, information and feedback. Identifies business challenges and suggests appropriate action plans.
 - 5.1.4. **FINANCIAL, TAX, RISK AND FACILITIES MANAGEMENT:** Recommends yearly preliminary and final budget for Board approval and prudently manages organization's resources within those budget guidelines according to current laws and regulations. Plan and coordinate business operations in district offices to achieve financial goals, including control expenses and identifying revenue opportunities. Develop new business strategies for to meet community growth and revenue generation.
 - 5.1.5. **HUMAN RESOURCE MANAGEMENT:** Effectively manages the human resources of the organization according to authorized personnel policies and procedures that fully conform to current laws and regulations and are done in accordance with District standards. Perform resource allocation, workload assignment and schedule management for assigned projects. Ensure that employees follow District policies and procedures at all times. Manage a team of professionals on daily basis to meet or exceed company objectives. Build strong working relationships and maintain effective communications with employees and management team.
 - 5.1.6. **COMMUNITY AND PUBLIC RELATIONS:** Assures the organization and its mission, programs and services are consistently presented in strong, positive image to the community and relevant stakeholders. Resolve all customer issues and ensure to provide outstanding customer services.
- 5.2. **DISTRICT COUNSEL:**
- 5.2.1. District Legal Counsel assists the Board by providing guidance to the Board and District Staff in areas of:
 - 5.2.1.1. Public Agency Governance, including the Ralph M. Brown Act (open



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- meeting law) and advising elected officials on their obligations under the Brown Act. Reviewing agendas for Brown Act conformity, confirming items are permissible;
- 5.2.1.2. Political Reform Act;
 - 5.2.1.3. Public Records Act requirements;
 - 5.2.1.4. Conflicts of Interest;
 - 5.2.1.5. The introduction and adoption of minute orders, resolutions and ordinances and other procedural matters;
 - 5.2.1.6. Attend all public meetings to advise on such matters as the timing and structure of public hearings and presentation to the public;
 - 5.2.1.7. Advise on elections and voting matters;
 - 5.2.1.8. Advise on incorporations, annexations and changes of organization;
 - 5.2.1.9. Advise District on cost recovery, code enforcement and litigation;
 - 5.2.1.10. Advise Board on fee issues;
 - 5.2.1.11. Attend all Closed Session, review topics, agendas and minutes presented or discussed Closed Session for compliance with the Brown Act;
 - 5.2.1.12. Negotiate, draft and counsel on a broad range of agreements, including acting as District negotiator for labor and Fire Chief/CEO contracts;
 - 5.2.1.13. Assist with preparation of joint powers agreements and agencies;
 - 5.2.1.14. Assist with LAFCO & other organization reorganizations, incorporations, annexations, revenue sharing and related matters;
 - 5.2.1.15. Assist District personnel as directed by Fire Chief/CEO;
 - 5.2.1.16. Other matters as requested or directed by the Fire Chief/CEO or Board.
- 5.3. **BOARD SECRETARY:**
- 5.3.1. The Board shall appoint a Board Secretary, who shall be a permanent employee of the District ([Health & Safety Code § 13853b](#)). The Board Secretary shall attend each meeting of the Board and maintain a record of all proceedings thereof as required by law.
 - 5.3.2. If the Board Secretary cannot attend a meeting, the President or the Fire Chief/CEO shall arrange to have someone in attendance to properly record the Board's proceedings.
 - 5.3.3. The Board Secretary is responsible for signing all legal documents and affixing the District Seal as required.



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- 5.3.4. The Board Secretary is responsible for the publication of legal notices, appropriate action and certification and filing of documents (e.g., budgets, election reports, audits, resolutions and other legal documents.)
- 5.3.5. The Board Secretary is responsible for receiving and answering all Board correspondence as directed by the President or his/her designee.



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ELECTIONS AND TERMS

1.0. **ELECTIONS AND TERMS:**

1.1. **SEATING OF NEW DIRECTORS:**

- 1.1.1. The term of office of newly elected Directors shall begin at 12:00 A.M. of the first Friday of December following their election.
- 1.1.2. Newly elected Directors are subject to the Brown Act upon certification of election, which may occur prior to being sworn-in.
- 1.1.3. Newly elected Directors shall be sworn-in as the first order of regular business during the regular December meeting of the Board.

1.2. **REQUIRED FILINGS:**

- 1.2.1. Within ten (10) days after any change in the facts set forth in the **Statement of Facts** for the District, as outlined in Government Code § **53051** and §**946.4**, the Board Secretary will update the District's Statement and forward the updated Statement to the California Secretary of State and to the County Clerk of San Diego. At a minimum, the following information will be included:
- 1.2.2. The full, legal name of the District;
- 1.2.3. The official mailing address of the Board of Directors of the District;
- 1.2.4. The name, title and residence or business address of each Member of the Board of Directors of the District; and
- 1.2.5. The name and residence or business address of the President, other presiding officer and Secretary of the Board of Directors.

2.0. **SELECTION OF OFFICERS:**

- 2.1.1. Should a Director desire to serve as an Officer, he/she has the responsibility to express such desire to the rest of the Board.
- 2.1.2. It is desirable that Directors take turns as an Officer.



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ELECTIONS AND TERMS

2.1.3. The Board shall not have a "lock step" rotation system for selecting Officers.

2.2. OFFICER ELECTIONS:

2.2.1. At the first meeting following the election or appointment of new Director(s) and at the last scheduled meeting of the calendar year (during a non-election year), the Board shall elect a President and Vice President to serve until the election of his/her successor.

2.2.2. Assumption of the Board Officer positions is effective at the conclusion of the meeting of the Board of Directors at which the election occurred.

2.2.3. Upon the occurrence of a vacancy, the Board shall fill such vacancy in accordance with the law ([Health and Safety §13852](#)). An interim election may be held upon the written request of the majority of the Directors in office at the time.

2.3. TERM OF OFFICE:

2.3.1. Once elected, Board Officers shall serve in their nominated position for a one-(1) year term.

2.3.2. Board Officers may be removed from a Board Officer position by a 4/5 vote of the Board (4 out of 5 Members).

3.0. OFFICIATION:

3.1. OFFICIATING AND LINES OF SUCCESSION:

3.1.1. The President shall preside at all meetings of the Board, shall take the chair at the hour appointed for every Board meeting and immediately call the Members to order, and except in the absence of a quorum, shall proceed with the business of the Board in the manner prescribed in these rules.

3.1.2. In the absence or unavailability of the President, the Vice-President shall act as President.

3.1.3. In the absence of the Vice President, the most senior Board Member shall



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preside.

3.2. **POWERS AND DUTIES – PRESIDENT:** The President shall possess the powers and perform the duties prescribed as follows:

3.2.1. The President shall be the chief officer of the Board and shall, subject to the approval of the Board of Directors, give supervision and direction to the business and affairs of the Board.

3.2.2. The President shall be the presiding officer at all Board of Director meetings. The President shall be an ex-officio Member of all Standing Committees. The Board President shall appoint Standing and Ad Hoc Committees Members as deemed necessary.

3.2.3. The President shall have the general powers, duties and management usually vested in the office of the president of a corporation. The President shall have such other powers and duties as may be prescribed or by the vote of the Board of Directors.

3.2.4. It is the duty of the President or his/her designee to call a workshop meeting prior to the first General Meeting after elections. This is to benefit the newly elected Directors and acquaint them with the California State Health and Safety Code, District Policies, the Brown Act (Open Meeting Laws) and the current Annual Budget.

3.2.5. The President shall be the official spokesperson for the Board, unless the Board selects another person.

3.2.6. The President or his/her designee shall have general direction over the Boardroom and assign seats for the use of the Board Members and Members of the Staff, and if required:

3.2.6.1. Preserve order and decorum; prevent demonstration; order removal from the Boardroom any person whose conduct is deemed objectionable; and order the Boardroom cleared whenever the President deems it necessary.

3.2.6.2. Limit the amount time to twenty (20) minutes for any agendized topic that may be discussed in order to facilitate the business of the Board.

3.2.6.3. Limit the amount of time that a person may address the Board during a



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public comment period to accommodate those persons desiring to speak to facilitate the business of the Board. Public comments should be limited to three (3) minutes per speaker.

3.2.6.4. Testimony of experts during an agenda item may be limited to ten (10) minutes at the discretion of the Board President.

3.2.6.5. Allocate equal time to opposing sides insofar as possible, taking into account the number of persons requesting to be heard on any side.

3.3. POWERS AND DUTIES – VICE PRESIDENT:

3.3.1. In the absence of, or disability of the President, the Vice President shall perform all of the duties of the President.

3.3.2. When so acting, the Vice President shall have all the powers of the President and be subject to all the restrictions upon the President.



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COMMITTEES AND OTHER ORGANIZATIONS

1.0. COMMITTEES:

1.1. It shall be the responsibility of each Member of a Committee, appointed by the Board, to be fully informed concerning the business assigned to it by the Board. Each Committee shall promptly perform tasks assigned to it and report to the Board such information and recommendations as shall be necessary or proper.

1.2. MEMBERSHIP: The Board President will appoint those Members necessary to carry out the goals and objectives of the specific Committee. This may consist of any combination of parties in accordance with the Brown Act.

1.3. DURATION:

1.3.1. STANDING COMMITTEES: Terms of Membership on Standing Committees (i.e. Finance) shall be for at least a one (1) -year term. There is no maximum term. Standing Committees are subject to the requirements of the Brown Act and shall publish their Agenda and provide notice in the same manner as the Regular Board Meetings.

1.3.2. AD HOC COMMITTEES: Membership on Ad Hoc Committees shall be for the duration of the Committee. Ad Hoc Committees function for a limited duration and specified purpose.

1.4. FUNCTION: Committees shall act on behalf of the Board as a whole and shall make recommendations and regular reports to inform the Board as well as receive direction from the Board.

1.5. APPOINTMENT ON OTHER AGENCY, BOARD OR COMMISSION:

1.5.1. No public official at any level of state or local government shall make, participate in making or in any way attempt to use his/her official position to influence a governmental decision in which he knows or has reason to know s/he has a financial interest. Government Code § 87100.1.

1.5.2. Whenever the Board votes on an appointment for a Board Member to serve on another governmental agency and pay is provided, the Board must comply with FPPC Reg. §18702.5, which requires the following:



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1.5.2.1. *Prior to a vote (or consent item)* to appoint a governing board Member to a paid position on another agency, the Board Secretary for the agency voting to appoint the official, must complete and place on the agency's website, California Form 806 "Agency Report of: Public Officials Appointments." This form contains the following information:

- 1.5.2.1.1. Agency Identification;
- 1.5.2.1.2. Appointment to another agency (name of agency), including length of term, stipend/salary per meeting and estimated annual payment;
- 1.5.2.1.3. Verification by agency head.
- 1.5.2.1.4. Form 806 is to be promptly amended upon any of the following circumstances:
 - 1.5.2.1.4.1. The number of scheduled meetings is changed;
 - 1.5.2.1.4.2. There is a change in the compensation paid to the Members; or
 - 1.5.2.1.4.3. There is a change in the Membership on the Board or Commission.



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BOARD OF DIRECTORS MEETINGS

1.0. MEETINGS:

1.1. TIME AND PLACE: The Regular Meetings of the Board of Directors shall be held on the fourth Tuesday of each month.

1.1.1. Except as otherwise provided in herein, the Regular Meetings shall commence at the hour of 4:00 P.M., at the location designated by the Board at the Board meeting at the beginning of each calendar year.

1.1.2. The Board shall provide by resolution, ordinance, bylaws or by whatever other rule is required for the conduct of business, a time and place for holding regular meetings.

1.2. ADMITTANCE: All meetings are open to the public. Closed Sessions may be held as permitted by the Ralph M. Brown Act. Such Closed Session matters are not conducted in public. [Government Code §§ 54950-54963.](#)

1.3. SPECIAL MEETINGS: Special meetings of the Board of Directors may be called in the manner provided by state law with twenty-four (24) hour notice (Government Code § 54956 (a)).

1.3.1. A Special Meeting may be called at any time by the presiding officer of Board, or by a majority of the Members of the Board, by delivering written notice to each Member of the Board and to each local newspaper of general circulation and radio or television station requesting notice in writing and posting a notice on the local agency's Internet Web site. The notice shall be delivered personally or by any other means and shall be received at least twenty-four (24) hours before the time of the meeting as specified in the notice. The call and notice shall specify the time and place of the special meeting and the business to be transacted or discussed. No other business shall be considered at these meetings by the Board.

1.3.2. Special Meetings in the form of workshops and study sessions may be called to implement policy, study budget, study salaries or other areas that pertain to the District that are open to the public.

1.3.3. Notwithstanding any other law, the Board shall not call a Special Meeting regarding the salaries, salary schedules or compensation paid in the form of



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fringe benefits, of the Fire Chief/CEO, as defined Government Code § 3511.1 (d) (Government Code § 54956 (b)).

1.4. **EMERGENCY MEETINGS:** Emergency meetings of the Board of Directors may be called in the manner provided by state law without complying with the twenty-four (24) hour notice or posting requirements (Government Code § 54956.6).

1.4.1. **EMERGENCY SITUATION REFERS TO BOTH:**

1.4.1.1. An emergency, which shall be defined as a work stoppage, crippling activity or other activity that severely impairs public health, safety or both, as determined by a majority of the Members of the Board; and/or

1.4.1.2. A dire emergency, which shall be defined as a crippling disaster, mass destruction, terrorist act or threatened terrorist activity that poses peril so immediate and significant that it requires the Board to provide one-hour notice before holding an emergency meeting that may endanger the public health, safety or both, as determined by a majority of the Members of the Board.

1.4.2. Each local newspaper of general circulation, radio or television station that has requested notice of Special Meetings pursuant to Government § 54956, shall be notified by the presiding officer or designee thereof, one (1) hour prior to the emergency meeting, or in the case of a dire emergency, at or near the time that the presiding officer notifies the Members of the Board of the emergency meeting. The notice shall be given by telephone and all telephone numbers provided in the most recent request of a newspaper or station for notification of Special Meetings shall be exhausted. In the event that telephone services are not functioning, the notice requirements shall be deemed waived and presiding officer shall notify entities of the fact of the holding of the emergency meeting, the purpose of the meeting and any action taken at the meeting as soon after the meeting as possible.

1.4.3. During an Emergency Meeting, the Board may meet in Closed Session pursuant to Government Code § 54957 if agreed to by a two-thirds vote of the Members of the Board present, or if less than two-thirds of the Members are present, by a unanimous vote of the Members present.



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- 1.4.4. All Special Meeting requirements, as prescribed in Government Code § 54956 shall be applicable to an Emergency Meeting, with the exception of the twenty-four (24) hour notice requirement.
- 1.4.5. The minutes of an Emergency Meeting, a list of persons who the presiding officer notified or attempted to notify, a copy of the rollcall vote and any actions taken at the meeting shall be posted for a minimum of ten (10) days in a public place as soon after the meeting as possible.

2.0. **ATTENDANCE:**

- 2.1. Each Member shall be his/her respective seat at the hour set for each Regular Meeting and at the time set for any Regular, Adjourned or special Meeting.
- 2.2. Any Member not present when the Board is called to order shall be designated in the minutes as absent.
- 2.3. If a Member arrives after a meeting convenes, the Board Secretary shall note his/her arrival in the minutes.
- 2.4. The Fire Chief/CEO or his/her designee shall attend all regular and special Meetings of the Board unless otherwise specified by the Board.
 - 2.4.1. **ABSENCES:** If any Member of the Board is unable to attend a meeting, the Board Member shall, if possible, notify the Board President and/or the Board Secretary prior to the meeting and advise the reasons therefore.

3.0. **AGENDAS:**

- 3.1. **POSTING:** The Agenda for regularly scheduled and Committee meetings shall be posted seventy-two (72) hours prior or as required by the Board. Copies of the Agenda shall be made available to the public at the Board Meeting.
- 3.2. The Agenda shall be posted at the following locates: [1] At the Administrative Headquarters front public display case at the main entrance, [2] at the Roy Noon Meeting Hall front public display case at the main entrance, [3] at the meeting location in a conspicuous location; and [4] on the District website.



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- 3.3. **DISTRIBUTION:** Any writings given to a majority of the Board must be made available to the general public so long as those writings are public records. If these writings are distributed to Members of the Board before the meeting, such writings must be made available to the public before the meeting. By the same token, any writings distributed to the Board during the course of the meeting must also be made available to the public at that time and will comply with the Government Code.
- 3.3.1. The major exception to the obligation to provide the public with access to any writings distributed to Members of the Board, are those that deal with matters properly discussed in closed sessions or protected under the Government Code; those are to remain confidential. Nothing in this law prevents the Board from charging a fee or deposit for a copy of public records pursuant to the Government Code.
- 3.4. **CONTENT:** The Agenda shall include those matters, complete with pertinent department papers, reports and supporting documentation relating to each matter, addressed to the Board for action.
- 3.4.1. A Special Meeting notice shall specify the time and place of the special Meeting and the business to be transacted or discussed. No other business shall be considered at these meetings by the Board Government Code § 54956(a).
- 3.4.2. A brief general description of each item of business to be transacted or discussed at the meeting, including items to be discussed in Closed Session, shall be included.
- 3.4.3. **NOTICE TO AMERICANS WITH DISABILITIES:** All Agendas will contain the notice to disabled individuals regarding how to obtain assistance in compliance with the Americans with Disabilities Act, using the following language:
- 3.4.3.1. **Note:** The Americans with Disabilities Act provides that no qualified individual with a disability shall be excluded from participation in, or denied the benefits of, District business. If you need assistance to participate in this meeting, please contact the District Office 72 hours prior to the meeting at (760) 723-2012.*
- 3.4.4. **AB 343 COMPLIANCE:** Copies of Agendas, Staff reports and other Agenda-packet materials shall be made available to the general public at the same time those materials are provided to Members of the Board of Directors.



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- 3.4.4.1. Documents submitted to the majority of the Board less than seventy-two (72) hours prior to a public meeting, shall be made available for public inspection in the office of the Board Secretary as soon as the documents are distributed to the Board. Documents may be posted on District bulletin boards or on the District website.
- 3.4.5. Any document related to an Agenda-item, which is provided to the Board at the meeting by Staff, shall be available to the public at the Board meeting. Documents provided by other than Staff, will be made available for public review after the meeting.
- 3.4.6. All Agendas will contain the notice to individuals regarding how to obtain Board materials released after the Agenda has been published, using the following language:
 - 3.4.6.1.1.1. The Agenda was also available for review at the Office of the Board Secretary, 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 Secretary, during normal business hours or may be found on the District website (www.ncfire.org), subject to the Staff's ability to post the documents before the meeting. The date of posting was _____.
- 3.4.7. **ORGANIZATION:** The Agenda shall list the items for the Board's consideration by number with a brief statement of the subject matter for each of the items. The Agenda may include suggested actions or recommendations. The business of each Regular Meeting of the Board shall be in the order as printed on the Agenda or as directed by the President of the Board.
 - 3.4.7.1. Meeting called to order;
 - 3.4.7.2. Review of Agenda. Amendment of agenda, if necessary;
 - 3.4.7.3. Public Activities Agenda with Comment Period for Non-Agenized Items;
 - 3.4.7.4. Consent Items, including:
 - 3.4.7.4.1. Approval of Minutes and
 - 3.4.7.4.2. Financial Report;
 - 3.4.7.4.3. Approval Policies and Procedures
 - 3.4.7.4.4. Routine/Recurring Staff Reports;
 - 3.4.7.5. Action Items;
 - 3.4.7.6. Discussion Items;



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- 3.4.7.7. Legal Report;
 - 3.4.7.8. Written Communications;
 - 3.4.7.9. News Articles;
 - 3.4.7.10. Staff Comments;
 - 3.4.7.11. Board Comments;
 - 3.4.7.12. Bargaining Groups Comments;
 - 3.4.7.13. Public Comments;
 - 3.4.7.14. Closed Session, if required;
 - 3.4.7.15. Report to Public from Closed Session;
 - 3.4.7.16. Such other business as is necessary so that the Fire District can perform its functions as required by law; and
 - 3.4.7.17. Adjournment.
- 3.4.8. **DEADLINE:** The deadline for receiving Agenda items shall be 4:00 P.M., twelve days before the Board Meeting (generally, the second Thursday of the month).
- 3.4.9. **ORDINANCES/CONTRACTS:** No ordinance or contract shall be presented to the Board for action which has not been approved as to form and legality by District Counsel.
- 4.0. **MEETING CONDUCT:**
- 4.1. **INTRODUCTION OF NON-AGENDA ITEMS:** Any Board Member intending to introduce a special item not contained in the Agenda shall deliver a copy of such items to each Board Member. Items may not normally be added to the Agenda unless the item(s) in question are of an exigent nature and in such cases the addition of the specified item(s) must occur with unanimous approval of the presiding quorum.
- 4.2. **ORDER OF SPEAKING:** When any Board Member wishes to speak, the Board Member shall address the President. The President shall name the Member who is first to speak and speakers shall confine their remarks to the questions under debate and avoid personalities. The President may elect not to recognize a Board Member to speak again until all other Members have had an opportunity to be heard.
- 4.3. **RULES OF PROCEDURE AND CONDUCT:** Meetings and Committee meetings



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shall be conducted in accordance with the Brown Act, the Fire Protection District Law of 1987 and this Policy. Should the point of order in question not be addressed in these documents, the President shall take the following actions (in order):

- 4.3.1. Refer to Roberts Rules of Order, Revised edition;
 - 4.3.2. Ask for a motion and vote to rule on the point of order;
 - 4.3.3. Rule on the point of order.
- 4.4. **MOTIONS:**
- 4.4.1. Any action taken by the Board shall be initiated by a motion or introduction of a resolution or ordinance.
 - 4.4.2. A second on the motion is required.
 - 4.4.3. The President shall be allowed to make motions.
 - 4.4.4. The Secretary shall record the names of those making and seconding motions.
 - 4.4.5. Once the President calls for remarks on a motion, the Member making the motion is entitled to speak first. The President shall recognize speakers before the make their remarks.
 - 4.4.6. Secondary motions pertaining to the main motion may be introduced before the main motion is voted. The last motion stated, shall be the first pending motion and the main motion shall be voted upon last.
 - 4.4.7. A motion to amend must have the approval of the person making the original motion or a majority vote of the Board. An amendment to a motion may only be amended once.
 - 4.4.8. **MOTIONS TO RECONSIDER:** Except in the case of specific Agenda items requiring a noticed public hearing, the Board may reconsider any vote taken at the same session to correct an inadvertent error or consider new information not available at the time of the vote. A motion to reconsider



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requires a majority vote (3/5) prior to being reconsidered.

4.4.9. **ITEMS PREVIOUSLY VOTED UPON:** Unless an emergency situation exists, an item which has been voted on by the Board will not be brought back to the Board for consideration for a minimum of one (1) year, without approval of the majority of the Board.

4.4.10. **MOTIONS TO RESCIND, REPEAL, OR ANNUL ACTIONS TAKEN AT PREVIOUS MEETINGS:** Such actions may be carried out by:

4.4.10.1. Passing a motion to place the item on a future Agenda; or

4.4.10.2. Passing the motion to rescind, repeal or annul with the appropriate number of votes (see below).

4.5. **VOTING:**

4.5.1. **APPROVAL OF A MOTION:** To be deemed an official action of the Board, all actions must receive a majority vote (3/5), with the following exceptions, which require a 2/3 vote (super majority or 4/5 vote):

4.5.1.1. Motion to adopt or amend any policy or rule;

4.5.1.2. Motion to reconsider a previously considered motion;

4.5.1.3. Motion to close a debate;

4.5.1.4. Motion on any non-agenized item;

4.5.1.5. Motion to remove a Board Member from a Board Office position.

4.5.2. A unanimous motion is required to discontinue or transfer funds designated as Capital Outlay reserves.

4.5.3. **ROLL CALL:** The roll need not be called in voting upon a motion except where specifically required by law or requested by any Board Member. When the roll is called on any motion, any Member present who does not vote in an audible voice shall be recorded as "AYE."

4.5.4. **RIGHT TO VOTE:** Questions pertaining to a Director's right to vote on items because of the potential conflict of interest shall be decided as follows:

4.5.4.1. Director disqualifies himself/herself; or



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- 4.5.4.2. President disqualifies the Director from voting.
- 4.5.5. **APPEAL OF RIGHT TO VOTE:** Should any Director be disqualified from voting or be overruled on a point of order by the President, he/she may move to appeal the ruling to the full Board. The President shall have the right to vote on the appeal and the majority vote of the Board overrules the President.
- 4.6. **VOTING PARAMETERS:**
 - 4.6.1. There must be a quorum of three Members present to conduct business;
 - 4.6.2. A majority vote (simple majority) means three affirmative votes (3/5);
 - 4.6.3. A 2/3 or super majority vote means four affirmative votes (4/5);
 - 4.6.4. A unanimous vote means five affirmative votes (5/5).
- 5.0. **PUBLIC HEARING PROCEDURES (APPEALS):** Procedures at hearings shall be as follows:
 - 5.1. Staff presentation/recommendations;
 - 5.2. Questions of the Staff in support;
 - 5.3. Individuals speaking in support;
 - 5.4. Individuals speaking in opposition;
 - 5.5. Individuals speaking in concern;
 - 5.6. Rebuttal (if any);
 - 5.7. Public input (if any);
 - 5.8. Board discussion and disposition (vote).
- 6.0. **MEETING PROTOCOL:**



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- 6.1. **SAFETY**: Unless addressing the Board, or entering or leaving the Boardroom, all persons in the audience shall remain sitting in the seats provided (to the extent that seating is available). It is the Board's intent to accommodate all persons who wish to attend open public meetings.
- 6.2. **PUBLIC ADDRESSING OF BOARD ON NON-AGENDA ITEMS**: Persons desiring to address the Board on any matter not listed on the Agenda shall make arrangements to be on the calendar in advance with the President of the Board through the office of the Board Secretary.
- 7.0. **SMOKING**: Smoking is prohibited on all District Locations, including the Board meeting room.
- 8.0. **DEMONSTRATIONS AND DISTURBANCES**:
 - 8.1. The Presiding Officer shall order removed from the Boardroom any person who disrupts any Regular or Special meeting of the Board. Examples of disruptive behavior may be:
 - 8.1.1. Impertinent, slanderous or profane remarks to any Member of the Board, Staff, the public or others;
 - 8.1.2. Disparaging an individual, group or their associates on the basis of their ethnicity, race, gender, sexuality, age, disability, immigration status or religion;
 - 8.1.3. Loud, threatening or abusive language, especially directed at individuals, causing fear, havoc or similar reactions;
 - 8.1.4. Argumentative interruption of a speaker, the presiding officer, a Member of the Body, staff or meeting facilitator;
 - 8.1.5. Engaging in disorderly or boisterous conduct, including using loud, threatening or abusive language, whistling, clapping, stamping of feet, waving signs or similar acts;
 - 8.1.6. Continuing to speak after exceeding a time limit and being asked to step down.



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- 8.1.7. Everyone, even persons disrupting a meeting, will be treated with equitability and respect. The presiding officer will issue a warning to stop the disruptive behavior. If the disruptive behavior continues, the presiding officer or a majority of the Body will act to regain order and to continue the work of the Board.
- 8.1.8. Any person so removed shall be excluded from further attendance at the meeting from which the person has been removed, unless permission to attend is granted upon motion adopted by a majority vote of the Board.
- 8.1.9. The exception to the right of the public to attend all meetings of the Board applies to those who attempt to disrupt the conduct of the meeting. In the event that any meeting is willfully disrupted, by a group or groups of persons, that renders the orderly conduct of such meeting unfeasible and order cannot be restored by the removal of the individuals who are willingly interrupting the meeting, the Board may order the meeting room cleared and continue in session. However, only matters appearing on the Agenda may be considered in such a session. Duly accredited representatives of the press and other news media, except those participating in the disturbance shall be allowed to attend any session held pursuant to this exception.
- 8.2. **SUSPENSION OF RULES:** Except as otherwise provided by law, any procedural rule contained in this Policy may be suspended or changed by order.
- 9.0. **RECORDING OF INFORMATION:**
- 9.1. All open sessions of the Board meetings shall be recorded in their entirety. The recordings will be destroyed after the minutes have been approved, but no sooner than thirty (30) days after the Board meeting (Government Code Section 54593).
- 9.2. Prior to taking final action, the Board 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 the Fire Chief/CEO as defined in Government Code § 3511.1(d), during the open meeting in which the final action is to be taken.
- 9.3. **DOCUMENTATION OF MINUTES:** Minutes shall be taken by the Board Secretary which summarize:



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- 9.3.1. Synopsis of the Board discussion on items presented;
- 9.3.2. Action taken, with a recordation of motion noting name of each person making and seconding motion;
- 9.3.3. Any action taken and the vote or abstention on that action of each Member present for the action. (Government Code Section 54593 (c) (3)).
- 9.3.4. Action taken, with a recordation of voting by name on each motion where a roll call vote is required;
- 9.3.5. Specific information requested by the Board to be entered into the minutes.



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BOARD OF DIRECTORS OPERATIONS

1.0. PURPOSE:

- 1.1. The purpose of this Policy is to supplement State law and to provide specific rules for the actions of the Board of Directors of the North County Fire Protection District of San Diego County, by a means that is fair, fiscally conservative and protective of the interest of the people served by the North County Fire Protection District.

2.0. POLICY:

- 2.1. It is the Policy of the North County Fire Protection District to form, organize and maintain a Board of Directors for the purposes of governing the provision of services to the citizens served by the North County Fire Protection District. This governing body shall function as prescribed in the Fire Protection District Law of 1987 and other applicable state laws. The Board will maintain an official policy from which the North County Fire Protection District shall be organized and operated.

3.0. INTENT:

- 3.1. The provisions of these policies and proposals are to assist the Board of Directors of the North County Fire Protection District as they administer and represent the business and affairs of the North County Fire Protection District. It is the intent and purpose of this directive to help clarify and define the responsibilities of the elected officials (Directors) of the North County Fire Protection District.

4.0. PROCEDURE:

4.1. BOARD ORGANIZATION:

- 4.1.1. The Board shall be comprised of a five (5)-Member electorate, consisting of a President, a Vice President and three Board Members.
- 4.1.2. The Board shall appoint a Secretary, who shall be a permanent employee of the District.
- 4.1.3. The Board may designate Counsel, who serves at the pleasure of the Board.

4.2. DUTIES AND RESPONSIBILITIES OF OTHERS:

4.2.1. GENERAL MANAGER:



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- 4.2.1.1. **Board Administration and Support:** Supports operations and administration of Board by advising and informing Board members, interfacing between Board, Board Secretary and Staff. Supports Board's evaluation of Fire Chief/CEO.
 - 4.2.1.2. **Programs and Service Delivery:** Oversees design, delivery and quality of programs, products and services; provides required Board reports, information and feedback. Identify business challenges and suggest appropriate action plans.
 - 4.2.1.3. **Financial, Tax, Risk and Facilities Management:** Recommends yearly preliminary and final budget for Board approval and prudently manages organization's resources within those budget guidelines according to current laws and regulations. Plan and coordinate business operations in district offices to achieve financial goals, including control expenses and identifying revenue opportunities. Develop new business strategies for to meet community growth and revenue generation.
 - 4.2.1.4. **Human Resource Management:** Effectively manages the human resources of the organization according to authorized personnel policies and procedures that fully conform to current laws and regulations and are done in accordance with District standards. Perform resource allocation, workload assignment and schedule management for assigned projects. Ensure that employees follow District policies and procedures at all times. Manage a team of professionals on daily basis to meet or exceed company objectives. Build strong working relationships and maintain effective communications with employees and management team.
 - 4.2.1.5. **Community and Public Relations:** Assures the organization and its mission, programs and services are consistently presented in strong, positive image to the community and relevant stakeholders. Resolve all customer issues and ensure to provide outstanding customer services.
- 4.2.2. **DISTRICT COUNSEL:**
- 4.2.2.1. District Legal Counsel assists the Board by providing guidance to the Board and District Staff in areas of:
 - 4.2.2.1.1. Public Agency Governance, including the Ralph M. Brown Act (open meeting law) and advising elected officials on their obligations under the Brown Act. Reviewing agendas for Brown Act conformity, confirming items are permissible;
 - 4.2.2.1.2. Political Reform Act;
 - 4.2.2.1.3. Public Records Act requirements;
 - 4.2.2.1.4. Conflicts of Interest;



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- 4.2.2.1.5. The introduction and adoption of minute orders, resolutions and ordinances and other procedural matters;
 - 4.2.2.1.6. Attend all public meetings to advise on such matters as the timing and structure of public hearings and presentation to the public;
 - 4.2.2.1.7. Advise on elections and voting matters;
 - 4.2.2.1.8. Advise on incorporations, annexations and changes of organization;
 - 4.2.2.1.9. Advise District on cost recovery, code enforcement and litigation;
 - 4.2.2.1.10. Advise Board on fee issues;
 - 4.2.2.1.11. Attend all Closed Session, review topics, agendas and minutes presented or discussed Closed Session for compliance with the Brown Act;
 - 4.2.2.1.12. Negotiate, draft and counsel on a broad range of agreements, including acting as District negotiator for labor and Fire Chief/CEO contracts;
 - 4.2.2.1.13. Assist with preparation of joint powers agreements and agencies;
 - 4.2.2.1.14. Assist with LAFCO & other organization reorganizations, incorporations, annexations, revenue sharing and related matters;
 - 4.2.2.1.15. Assist District personnel as directed by Fire Chief/CEO;
 - 4.2.2.1.16. Other matters as requested or directed by the Fire Chief/CEO or Board.
- 4.2.2.2. **BOARD SECRETARY:**
- 4.2.2.2.1. The Board shall appoint a Board Secretary, who shall be a permanent employee of the District (Health & Safety Code § 13853b). The Board Secretary shall attend each meeting of the Board and maintain a record of all proceedings thereof as required by law.
 - 4.2.2.2.2. If the Board Secretary cannot attend a meeting, the President or the Fire Chief/CEO shall arrange to have someone in attendance to properly record the Board's proceedings.
 - 4.2.2.2.3. The Board Secretary is responsible for signing all legal documents and affixing the District Seal as required.
 - 4.2.2.2.4. The Board Secretary is responsible for the publication of legal notices, appropriate action and certification and filing of documents, e.g., budgets, election reports, audits, resolutions and other legal documents.
 - ~~4.2.2.4.2.2.5.~~ 4.2.2.2.5. The Board Secretary is responsible for receiving and answering all Board correspondence as directed by the President or



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his/her designee.

4.3. GENERAL DUTIES AND RESPONSIBILITIES OF THE DIRECTORS:

4.3.1. Duties shall be legislative and the Board shall formulate and adopt policy for the administrative~~ion~~ operation of the Fire District.

4.3.2. Members shall ~~C~~conduct District business for the public benefit, acting only in the community's best interest, faithfully performing all duties of their elected office including:

4.3.2.1. Understanding the roles and responsibilities of the Board position;

4.3.2.2. Being thoroughly familiar with and knowledgeable on items of business before voting or developing a conclusion or recommendation before the Board;

~~4.3.1.1.~~4.3.2.3. Regularly attending Board meetings.

4.3.3. The Members shall abide by the "Open Meeting Law," court decisions and Attorney General Opinions concerning the requirements for open meetings of governmental agencies in California. Members shall not disclose confidential information, which includes, but is not limited to the following:

4.3.3.1. Documents which are exempted from disclosure under the Public Record Act (Govt. Code section 6250, et seq.);

4.3.3.2. Information received in Closed Session; and

4.3.3.3. Communications from legal counsel which are protected by attorney-client and attorney work-product privileges.

4.3.4. Members will act as Community Leaders representing the District, including:

4.3.4.1. Promoting the District, its programs and ideals;

4.3.4.2. Foster future community leaders;

4.3.4.3. Develop intergovernmental opportunities with cities, counties and other public service providers serving District constituents;

4.3.4.4. Join or coalitions through forums, Town Hall meetings and debates.

4.3.4.5. Identify opportunities for collaboration and cooperation;

4.3.4.6. Cultivate relationships with state legislators and agencies;

4.3.4.7. Seek educational opportunities to develop and improve the Board's governance and public service delivery understanding through such opportunities as:

4.3.4.7.1. Continuing education;

4.3.4.7.2. Special District Leadership Academy;

4.3.4.7.3. Special District Leadership Foundation.



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- 4.3.5. Exercise sound judgment in business efforts of the District by protecting and adequately maintaining District assets, maintaining adequate insurance and protecting District funding, seeking to impose the lightest public burden possible.
- ~~4.3.2.4.3.6.~~ Members will deal always in an ethical, honest, straightforward, open, transparent and above-board manner with the community, the Fire Chief/CEO and the Department Staff and other Board Members; treating everyone equitably and respectfully. Members will abide by the District Code of Ethics Policy. Board Members will refrain from abusive conduct, personal charges or verbal attacks upon the character, motives, ethics or morals of other Members of the District Board, employees or Members of the public.
- ~~4.3.3.4.3.7.~~ Members will honor the spirit and letter of the law when ensuring compliance with legal, regulatory and legislative requirements. They will ~~T~~take legal action when required by law.
- ~~4.3.4.4.3.8.~~ The Board shall ~~R~~review and approve a budget annually [Health & Safety § 13895]. They shall provide within budget limitations, adequate personnel, approve new positions as required and ratify or reject the appointment of all personnel on recommendation of the Fire Chief/CEO.
- ~~4.3.5.4.3.9.~~ The Board shall ~~E~~mploy a competent, professional person as Fire Chief/CEO who will administer, direct and supervise District Operations.
- ~~4.3.6.4.3.10.~~ Members shall ~~A~~act collectively and not individually involve themselves in the day-to-day operation of the ~~District Fire Department~~. Members ~~They~~ shall function as a Board rather than as individuals to adopt policies for guidance of the Board and Staff.
- ~~4.3.7.4.3.11.~~ Keep the Fire Chief/CEO informed of community reaction to the fire department's services and assist in building positive community relations.
- 4.3.12. Represent the District at public hearings that pertain to the District as necessary. Members will encourage public participation at hearings, meetings and events; as well as accept and encourage feedback to the Board.
- ~~4.3.8.4.3.13.~~ Members will ~~s~~Study ways of improving the District and the services the Department provides.
- ~~4.3.9.~~ ~~It is the duty of the President or his/her designee to call a workshop meeting prior to the first General Meeting after elections. This is to benefit the newly~~



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~~elected Directors and acquaint them with the California State Health and Safety Code, District Policies, the Brown Act (Open Meeting Laws) and the current Annual Budget.~~

- 4.3.14. Establish Mission, Vision, Values Statements and Strategic Plans, both short and long term.
- 4.3.15. Observe and be bound the Policies, Rules and Regulations of the District as they apply universally throughout the District, including such policies as: Ethics, Conflict of Interest, Computer Use, Electronic Email, Social Media, Harassment, Discrimination and other relevant matters.
- 4.3.16. **PERSONAL RECORDS AND PUBLIC BUSINESS:**
 - 4.3.16.1. **Members** shall refrain from using their personal email, phone or computer to store writings concerning the public business as such records are considered public records under the California Public Records Act (PRA) and may be discoverable.
 - 4.3.16.2. Writings relating to the Public's business prepared by **Members**, regardless of whether they are prepared on personal or agency account remain public records.
 - 4.3.16.3. **Members** shall use their assigned District accounts for public business and if a personal account is inadvertently used, **Members** shall forward a copy of any public communications to the District account.
 - 4.3.16.4. When a request for public records arises, **Members** may be able to satisfy a request without submitting personal records if the **Member** has segregated the records into the District account and acting in good faith, will submit an affidavit demonstrating sufficient facts to show that any personal records are not public records under the PRA.

~~4.3.9.1.~~

DISCIPLINARY ACTION:

- 4.3.17. The Board of may exercise any and all available legal remedies if it determines that a **Member** has violated any provision of state law governing conflicts of interest or self-interested contracts including, if applicable, referring the matter to appropriate prosecutorial authorities.
- 4.3.18. The Board may further exercise all available legal remedies including, but not limited to, seeking injunctive relief, to prevent any violation of this Code respecting confidentiality and privilege.
- 4.3.19. The Board may publicly censure or reprimand any **Member** who violates any provision of this Code.



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4.3.20. Ultimate responsibility for complying with the Code rests with the individual Members.



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4.4. ELECTIONS AND TERMS:

4.4.1. SELECTION OF OFFICERS:

- 4.4.1.1. Should a Director desire to serve as an Officer, he/she has the responsibility to express such desire to the rest of the Board.
- 4.4.1.2. It is desirable that Directors take turns as an Officer.
- 4.4.1.3. The Board shall not have a "lock step" rotation system for selecting Officers.
- 4.4.1.4. An Officer may be removed from office by a 4/5 vote of the Board (4 out of 5 Members).

4.4.2. ELECTIONS: At the first meeting following the election or appointment of new Director(s) and at the last scheduled meeting of the calendar year (during a non-election year), the Board shall elect a President and Vice President ~~and appoint a Secretary~~ to serve until the election of his/her successor.

4.4.2.1. Assumption of the Board Officer positions is effective at the conclusion of the meeting of the Board of Directors at which the election occurred.

4.4.2.2. Upon the occurrence of a vacancy, the Board shall fill such vacancy in accordance with the law ([Health and Safety §13852](#)). An interim election may be held upon the written request of the majority of the Directors in office at the time.

4.4.3. SEATING OF NEW DIRECTORS:

4.4.3.1. The term of office of newly elected Directors shall begin at 12:00 A.M. of the first Friday of December following their election.

4.4.3.2. Newly elected Directors are subject to the Brown Act upon certification of election, which may occur prior to being sworn-in.

~~4.4.2.3.~~ 4.4.3.3. Newly elected Directors shall be sworn-in as the first order of regular business during the regular December meeting of the Board.

4.4.4. TERM OF OFFICE: Once elected, Board Officers shall serve in their nominated position for a one-year term. Board Officers may be removed from a Board Officer position by a 4/5 vote of the Board (4 out of 5 Members).

4.4.5. Within ten (10) days after any change in the facts set forth in the Statement of Facts for the District, as outlined in Government Code § 53051 and §946.4, the Board Secretary will update the District's Statement and forward the updated Statement to the California Secretary of State and to the County Clerk of San Diego. At a minimum, the following information will be included:



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- 4.4.5.1. The full, legal name of the District;
- 4.4.5.2. The official mailing address of the Board of Directors of the District;
- 4.4.5.3. The name, title and residence or business address of each Member of the Board of Directors of the District; and
- 4.4.2.4.4.5.4. The name and residence or business address of the President, other presiding officer and Secretary of the Board of Directors.

~~4.4.2.5. BOARD SECRETARY:~~

- ~~4.4.2.5.1. The Board shall appoint a Board Secretary, who shall be a permanent employee of the District (Health & Safety Code § 13853b). The Board Secretary shall attend each meeting of the Board and maintain a record of all proceedings thereof as required by law.~~
- ~~4.4.2.5.2. If the Board Secretary cannot attend a meeting, the President or the Fire Chief/CEO shall arrange to have someone in attendance to properly record the Board's proceedings.~~
- ~~4.4.2.5.3. The Board Secretary is responsible for signing all legal documents and affixing the District Seal as required.~~
- ~~4.4.2.5.4. The Board Secretary is responsible for the publication of legal notices, appropriate action and certification and filing of documents, e.g., budgets, election reports, audits, resolutions and other legal documents.~~
- ~~4.4.2.5.5. The Board Secretary is responsible for receiving and answering all Board correspondence as directed by the President or his designee.~~

4.5. MEETINGS:

- 4.5.1. TIME AND PLACE: The regular meetings of the Board of Directors shall be held on the fourth Tuesday of each month. Except as otherwise provided in this Section, the regular meetings shall commence at the hour of 5:00 P.M., at the location designated by the Board at the board meeting at the beginning of each Administrative year. The Board shall provide by resolution, ordinance, bylaws or by whatever other rule is required for the conduct of business, a time and place for holding regular meetings.
- 4.5.2. ADMITTANCE: All meetings are open to the public. Closed Sessions may be held as permitted by the Ralph M. Brown Act. Such Closed Session matters are not conducted in public. Government Code §§ 54950-54963.



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4.5.3. **SPECIAL MEETINGS:** Special meetings of the Board of Directors may be called in the manner provided by state law with twenty-four (24) hour notice (Government Code § 54956 (a)). A Special Meeting may be called at any time by the presiding officer of Board, or by a majority of the **Members** of the Board, by delivering written notice to each **Member** of the Board and to each local newspaper of general circulation and radio or television station requesting notice in writing and posting a notice on the local agency's Internet Web site. The notice shall be delivered personally or by any other means and shall be received at least twenty-four (24) hours before the time of the meeting as specified in the notice. The call and notice shall specify the time and place of the special meeting and the business to be transacted or discussed. No other business shall be considered at these meetings by the Board.

4.5.3.4.5.4. Special meetings in the form of workshops and study sessions may be called to implement policy, study budget, study salaries or other areas that pertain to the District that are open to the public. Notwithstanding any other law, the Board shall not call a Special Meeting regarding the salaries, salary schedules or compensation paid in the form of fringe benefits, of the Fire Chief/CEO, as defined Government Code § 3511.1 (d) (Government Code § 54956 (b)).

4.5.5. **EMERGENCY MEETINGS:** Emergency meetings of the Board of Directors may be called in the manner provided by state law without complying with the twenty-four (24) hour notice or posting requirements (Government Code § 54956.6).

4.5.5.1. **EMERGENCY SITUATION REFERS TO BOTH:**

4.5.5.1.1. An emergency, which shall be defined as a work stoppage, crippling activity or other activity that severely impairs public health, safety or both, as determined by a majority of the **Members** of the Board; and/or

4.5.5.1.2. A dire emergency, which shall be defined as a crippling disaster, mass destruction, terrorist act or threatened terrorist activity that poses peril so immediate and significant that it requires the Board to provide one-hour notice before holding an emergency meeting that may endanger the public health, safety or both, as determined by a majority of the **Members** of the Board.

4.5.5.2. Each local newspaper of general circulation, radio or television station that has requested notice of special meetings pursuant to Government 54956, shall be notified by the presiding officer or designee thereof, one (1) hour prior to the emergency meeting, or in the case of a dire emergency, at or near the time that the presiding officer notifies the **Members** of the Board of the emergency meeting. The notice shall be given by telephone and all



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telephone numbers provided in the most recent request of a newspaper or station for notification of Special Meetings shall be exhausted. In the event that telephone services are not functioning, the notice requirements shall be deemed waived and presiding officer shall notify entities of the fact of the holding of the emergency meeting, the purpose of the meeting and any action taken at the meeting as soon after the meeting as possible.

- 4.5.5.3. During an emergency meeting, the Board may meet in Closed Session pursuant to Government Code § 54957 if agreed to by a two-thirds vote of the **Members** of the Board present, or if less than two-thirds of the **Members** are present, by a unanimous vote of the **Members** present.
- 4.5.5.4. All Special Meeting requirements, as prescribed in Government Code § 54956 shall be applicable to an emergency meeting, with the exception of the twenty-four (24) hour notice requirement.
- 4.5.5.5. The minutes of an emergency meeting, a list of persons who the presiding officer notified or attempted to notify, a copy of the rollcall vote and any actions taken at the meeting shall be posted for a minimum of ten (10) days in a public place as soon after the meeting as possible.

4.5.4.4.5.6. ATTENDANCE: Each Member shall be his/her respective seat at the hour set for each regular meeting and at the time set for any adjourned or special meeting. Any Member not present when the Board is called to order shall be designated in the minutes as absent. If a Member arrives after a meeting convenes, the ~~Recording-Board~~ Secretary shall note his/her arrival in the minutes. The Fire Chief/CEO or his/her designee shall attend all regular and special meetings of the Board unless otherwise specified by the Board.

4.5.5.4.5.7. ABSENCES: If any Member of the Board is unable to attend a meeting, the Board Member shall, if possible, notify the Board President or the Board Secretary prior to the meeting and advise the reasons therefore.

4.6. AGENDA:

- 4.6.1. **POSTING:** The Agenda shall be posted ~~in the front public display case at the main entrance to the Administrative Headquarters~~ seventy-two (72) hours prior to regularly scheduled meetings, ~~special meetings~~ and ~~Finance other~~ Committee meetings or as required by the Board. Copies of the Agenda shall be made available to the public at the Board Meeting. The Agenda shall be posted at the following locates: [1] At the Administrative Headquarters front public display case at the main entrance, [2] at the Roy Noon Meeting Hall front public display case at the main entrance, [3] at the meeting location in a conspicuous location; and [4] on the District website.



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4.6.2. **DISTRIBUTION:** Any writings given to a majority of the Board must be made available to the general public so long as those writings are public records. If these writings are distributed to Members of the Board before the meeting, such writings must be made available to the public before the meeting. By the same token, any writings distributed to the Board during the course of the meeting must also be made available to the public at that time and will comply with the Government Code. The major exception to the obligation to provide the public with access to any writings distributed to Members of the Board, are those that deal with matters properly discussed in closed sessions or protected under the Government Code; those are to remain confidential. Nothing in this law prevents the Board from charging a fee or deposit for a copy of public records pursuant to the Government Code.

4.6.3. **CONTENT:** The Agenda shall include those matters, complete with pertinent department papers, reports and supporting documentation relating to each matter, addressed to the Board for action.

~~4.6.2.1~~ 4.6.3.1. A Special meeting notice shall specify the time and place of the special meeting and the business to be transacted or discussed. No other business shall be considered at these meetings by the Board Government Code § 54956 (a).

~~4.6.2.2~~ 4.6.3.2. A brief general description of each item of business to be transacted or discussed at the meeting, including items to be discussed in Closed Session, shall be included.

~~4.6.2.3~~ 4.6.3.3. **NOTICE TO AMERICANS WITH DISABILITIES:** All Agendas will contain the notice to disabled individuals regarding how to obtain assistance in compliance with the Americans with Disabilities Act, using the following language:

~~4.6.2.3.1~~ 4.6.3.3.1. **Note:** This Agenda was posted at the entrance of North County Fire Protection District Administrative Office, Fallbrook Public Utility District and Roy Neon Meeting Hall on June 22, 2006 (specific date). The Americans with Disabilities Act provides that no qualified individual with a disability shall be excluded from participation in, or denied the benefits of, District business. If you need assistance to participate in this meeting, please contact the District Office 72²⁴ hours prior to the meeting at (760) 723-2012."

~~4.6.2.4~~ 4.6.3.4. **AB 343 COMPLIANCE:** Copies of Agendas, Staff reports and other Agenda-packet materials shall be made available to the general public at the same time those materials are provided to Members of the Board of Directors.

~~4.6.2.5~~ 4.6.3.5. Documents submitted to the majority of the Board less than seventy-two (72) hours prior to a public meeting, shall be made available



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for public inspection in the office of the Board Secretary as soon as the documents are distributed to the Board. Documents may be posted on District bulletin boards or on the District website.

~~4.6.2.6.~~ **4.6.3.6.** Any document related to an Agenda-item, which is provided to the Board at the meeting by Staff, shall be available to the public at the Board meeting. Documents provided by other than Staff, will be made available for public review after the meeting.

~~4.6.2.7.~~ **4.6.3.7.** All Agendas will contain the notice to individuals regarding how to obtain Board materials released after the Agenda has been published, using the following language:

~~4.6.2.7.1.~~ **4.6.3.7.1.1.** 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 Secretary, located at 330 S. Main Avenue, Fallbrook (760) 723-2012, during normal business hours or may be found on the District website at <http://www.ncfireprotectiondistrict.org>, subject to the Staff's ability to post the documents before the meeting. The Agenda was also available for review at the Office of the Board Secretary, 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 Secretary, 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 _____."

~~4.6.3.4.6.4.~~ **4.6.3.4.6.4.** ORGANIZATION: The Agenda shall list the items for the Board's consideration by number with a brief statement of the subject matter for each of the items. The Agenda may include suggested actions or recommendations. The business of each Regular meeting of the Board shall be in the order as printed on the Agenda or as directed by the President of the Board.

~~4.6.3.1.4.6.4.1.~~ **4.6.4.1.6.4.1.** Meeting called to order;

~~4.6.3.2.4.6.4.2.~~ **4.6.4.2.6.4.2.** Public Activities Agenda with Comment Period for Non-Agendized Items;

~~4.6.3.3.4.6.4.3.~~ **4.6.4.3.6.4.3.** Review of Agenda. Amendment of agenda, if necessary;

~~4.6.3.4.4.6.4.4.~~ **4.6.4.4.6.4.4.** Consent Items, including:

~~4.6.3.4.1.4.6.4.4.1.~~ **4.6.4.4.1.6.4.4.1.** Approval of Minutes and

~~4.6.3.4.2.4.6.4.4.2.~~ **4.6.4.4.2.6.4.4.2.** Financial Report;

~~4.6.3.4.3.4.6.4.4.3.~~ **4.6.4.4.3.6.4.4.3.** Approval Policies and Procedures

~~4.6.3.4.4.4.6.4.4.4.~~ **4.6.4.4.4.6.4.4.4.** Routine/Recurring ~~Quarterly~~ Staff Reports;

~~4.6.3.5.4.6.4.5.~~ **4.6.4.5.6.4.5.** Action Items;

~~4.6.3.6.4.6.4.6.~~ **4.6.4.6.6.4.6.** Discussion Items;

~~4.6.3.7.4.6.4.7.~~ **4.6.4.7.6.4.7.** Legal Report;

~~4.6.3.8.4.6.4.8.~~ **4.6.4.8.6.4.8.** Written Communications;

~~4.6.3.9.4.6.4.9.~~ **4.6.4.9.6.4.9.** News Articles;

~~4.6.3.10.4.6.4.10.~~ **4.6.4.10.6.4.10.** Staff Comments;

~~4.6.3.11.4.6.4.11.~~ **4.6.4.11.6.4.11.** Board Comments;



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- 4.6.3.12.4.6.4.12. Bargaining Groups Comments;
- 4.6.3.13.4.6.4.13. Public Comments;
- 4.6.3.14.4.6.4.14. Such other business as is necessary so that the Fire District can perform its functions as required by law;
- 4.6.3.15.4.6.4.15. Closed Session, if required; and
- 4.6.3.16.4.6.4.16. Adjournment.

4.6.4.4.6.5. **DEADLINE:** The deadline for receiving Agenda items shall be 4:00 P.M., twelve days before the Board Meeting (generally, the second Friday Thursday of the month). The only exception is matters of an exigent nature which require immediate Board action. Under such circumstances, items may be added to the Action Agenda upon unanimous consent of the presiding quorum.

4.6.6. GENERAL RULES OF CONDUCT:

4.6.4.1.4.6.5.1. **COMMITTEES:** It shall be the responsibility of each Member of a Committee, appointed by the Board, to be fully informed concerning the business assigned to it by the Board. Each Committee shall promptly perform tasks assigned to it and report to the Board such information and recommendations as shall be necessary or proper. ~~The Board President shall appoint Standing and Ad Hoc Committees as deemed necessary.~~

4.6.4.2.4.6.5.2. **MEMBERSHIP:** The Board President will appoint those Members necessary to carry out the goals and objectives of the specific Committee. This may consist of any combination of parties in accordance with the Brown Act.

4.6.4.3.4.6.5.3. **DURATION:** Terms of Membership on Standing Committees (i.e. **Finance**) shall be for at least a one-year term. There is no maximum term. Membership on Ad Hoc Committees shall be for the duration of the Committee. Ad Hoc Committees function for a limited duration and specified purpose. Standing Committees are subject to the requirements of the Brown Act and shall publish their Agenda and provide notice in the same manner as the Regular Board Meetings.

4.6.4.4.4.6.5.4. **FUNCTION:** Committees shall act on behalf of the Board as a whole and shall make recommendations and regular reports to inform the Board as well as receive direction from the Board.

4.6.4.4.1.4.6.5.4.1. Appointment on other Agency, Board or Commission:

4.6.4.4.2.4.6.5.4.2. No public official at any level of state or local government shall make, participate in making or in any way attempt to use his/her official position to influence a governmental decision in which he knows or has reason to know he has a financial interest.



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Government Code § 87100.1.

~~4.6.4.4.3~~ ~~4.6.5.4.3~~. Whenever the Board votes on an appointment for a Board Member to serve on another governmental agency and pay is provided, the Board must comply with FPPC Reg. §18705.5, which requires the following:

~~4.6.4.4.3.1~~ ~~4.6.5.4.3.1~~. Prior to a vote (or consent item) to appoint a governing board Member to a paid position on another agency, the Board Secretary for the agency voting to appoint the official, must complete and place on the agency's website, California Form 806 "Agency Report of: Public Officials Appointments." This form contains the following information:

~~4.6.4.4.3.1.1~~ ~~4.6.5.4.3.1.1~~. Agency Identification;

~~4.6.4.4.3.1.2~~ ~~4.6.5.4.3.1.2~~. Appointment to another agency (name of agency), including length of term, stipend/salary per meeting and estimated annual payment;

~~4.6.4.4.3.1.3~~ ~~4.6.5.4.3.1.3~~. Verification by agency head.

~~4.6.4.4.4~~ ~~4.6.5.4.4~~. Form 806 is to be promptly amended upon any of the following circumstances:

~~4.6.4.4.4.1~~ ~~4.6.5.4.4.1~~. The number of scheduled meetings is changed;

~~4.6.4.4.4.2~~ ~~4.6.5.4.4.2~~. There is a change in the compensation paid to the Members; or

~~4.6.4.4.4.3~~ ~~4.6.5.4.4.3~~. There is a change in the Membership on the Board or Commission.

~~4.6.5.4.6.6~~. ORDINANCES/CONTRACTS: No ordinance or contract shall be presented to the Board for action which has not been approved as to form and legality by District Counsel.

~~4.6.6.4.6.7~~. SAFETY: Unless addressing the Board, or entering or leaving the Boardroom, all persons in the audience shall remain sitting in the seats provided (to the extent that seating is available). It is the Board's intent to accommodate all persons who wish to attend open public meetings.

~~4.6.7.4.6.8~~. DEMONSTRATIONS: All demonstrations, including cheering, yelling, whistling, hand clapping and foot stomping are prohibited.

~~4.6.8.4.6.9~~. SMOKING: Smoking is prohibited in the Board meeting room.

~~4.6.9.4.6.10~~. PUBLIC ADDRESSING OF BOARD ON NON-AGENDA ITEMS: Persons desiring to address the Board on any matter not listed on the Agenda shall make arrangements to be on the calendar in advance with the President of



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the Board through the office of the Board Secretary.

4.6.10.4.6.11. PUBLIC HEARING PROCEDURES (APPEALS): Procedures at hearings shall be as follows:

- 4.6.10.1.4.6.11.1. Staff presentation/recommendations;
- 4.6.10.2.4.6.11.2. Questions of the Staff in support;
- 4.6.10.3.4.6.11.3. Individuals speaking in support;
- 4.6.10.4.4.6.11.4. Individuals speaking in opposition;
- 4.6.10.5.4.6.11.5. Individuals speaking in concern;
- 4.6.10.6.4.6.11.6. Rebuttal (if any);
- 4.6.10.7.4.6.11.7. Public input (if any);
- 4.6.10.8.4.6.11.8. Board discussion and disposition (vote).

4.6.11.4.6.12. SUSPENSION OF RULES: Except as otherwise provided by law, any procedural rule contained in this Policy may be suspended or changed by order.

4.7. OFFICIATION:

4.7.1. OFFICIATING AND LINES OF SUCCESSION:

- 4.7.1.1. The President ~~when present~~, shall preside at all meetings of the Board, shall take the chair at the hour appointed for every Board meeting and immediately call the Members to order, and except in the absence of a quorum, shall proceed with the business of the Board in the manner prescribed in these rules.
- 4.7.1.2. In the absence or unavailability of the President, the Vice-President shall act as President.
- 4.7.1.3. In the absence of the Vice President, the most senior Board Member shall preside.

4.7.2. POWERS AND DUTIES – PRESIDENT: The President shall possess the powers and perform the duties prescribed as follows:

- 4.7.2.1. The President shall be the chief officer of the Board and shall, subject to the approval of the Board of Directors, give supervision and direction to the business and affairs of the Board.
- 4.7.2.2. The President shall be the presiding officer at all Board of Director meetings. The President shall be an ex-officio **Member** of all Standing Committees. The Board President shall appoint Standing and Ad Hoc Committees **Members** as deemed necessary.



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4.7.2.3. The President shall have the general powers, duties and management usually vested in the office of the president of a corporation. The President shall have such other powers and duties as may be prescribed or by the vote of the Board of Directors.

~~4.7.2.1.4.7.2.4.~~ 4.7.2.4. It is the duty of the President or his/her designee to call a workshop meeting prior to the first General Meeting after elections. This is to benefit the newly elected Directors and acquaint them with the California State Health and Safety Code, District Policies, the Brown Act (Open Meeting Laws) and the current Annual Budget.

~~4.7.2.2.4.7.2.5.~~ 4.7.2.5. Have general direction over the Boardroom and assign seats for the use of the Board Members and Members of the Staff, and if required:

4.7.2.5.1. Preserve order and decorum; prevent demonstration; order removal from the Boardroom any person whose conduct is deemed objectionable; and order the Boardroom cleared whenever the President deems it necessary.

~~4.7.2.2.1.4.7.2.5.2.~~ 4.7.2.5.2. Limit the amount time to twenty (20) minutes for any agenda item that may be discussed in order to facilitate the business of the Board.

4.7.2.5.3. Limit the amount of time that a person may address the Board during a public comment period to accommodate those persons desiring to speak ~~and~~ to facilitate the business of the Board. Public comments should be limited to three minutes per speaker.

~~4.7.2.3.4.7.2.6.~~ 4.7.2.6. Testimony of experts during an agenda item may be limited to ten (10) minutes at the discretion of the Board President.

~~4.7.2.4.4.7.2.7.~~ 4.7.2.7. Allocate equal time to opposing sides insofar as possible, taking into account the number of persons requesting to be heard on any side.

~~4.7.2.5.~~ ~~Other powers as may be prescribed by the Board.~~

~~4.7.2.6.4.7.2.8.~~ 4.7.2.8. The President shall be the official spokesperson for the Board, unless the Board selects another person.

4.7.3. POWERS AND DUTIES – VICE PRESIDENT:

4.7.3.1. In the absence of, or disability of the President, the Vice President shall perform all of the duties of the President. When so acting, the Vice President shall have all the powers of the President and be subject to all the restrictions upon the President.

4.7.4. RECORDING OF INFORMATION:



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- 4.7.4.1. All open sessions of the Board meetings shall be ~~tape~~-recorded in their entirety. The recordings ~~tapes~~ will be destroyed after the minutes have been approved, but no sooner than thirty (30) days after the Board meeting (Government Code Section 54593.5(b)).
- 4.7.4.1.4.7.4.2. Prior to taking final action, the Board 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 the Fire Chief/CEO as defined in Government Code § 3511.1(d), during the open meeting in which the final action is to be taken.
- 4.7.4.2.4.7.4.3. Minutes shall be taken by the Board Secretary which summarize:
- 4.7.4.2.1.4.7.4.3.1. Synopsis of the Board discussion on items presented;
- 4.7.4.2.2.4.7.4.3.2. Action taken, with a recordation of motion noting name of each person making and seconding motion;
- 4.7.4.3.3. Any action taken and the vote or abstention on that action of each Member present for the action. (Government Code Section 54593 (c) (3)).
- 4.7.4.2.3.4.7.4.3.4. Action taken, with a recordation of voting by name on each motion where a roll call vote is required;
- 4.7.4.2.4.4.7.4.3.5. Specific information requested by the Board to be entered into the minutes.

4.7.5. CONTROL OF DISTURBANCES:

- 4.7.5.1. The Presiding Officer ~~President~~ shall order removed from the Boardroom any person who disrupts any Regular or Special meeting of the Board. Examples of disruptive behavior may be:
- 4.7.5.1.1. Impertinent, slanderous or profane remarks to any Member of the Board, Staff, the public or others;
- 4.7.5.1.2. Disparaging an individual, group or their associates on the basis of their ethnicity, race, gender, sexuality, age, disability, immigration status or religion;
- 4.7.5.1.3. Loud, threatening or abusive language, especially directed at individuals, causing fear, havoc or similar reactions;
- 4.7.5.1.4. Argumentative interruption of a speaker, the presiding officer, a Member of the Body, staff or meeting facilitator;
- 4.7.5.1.5. Engaging in disorderly or boisterous conduct, including using loud, threatening or abusive language, whistling, clapping, stamping of feet, waving signs or similar acts;
- 4.7.5.1.2.4.7.5.1.6. Continuing to speak after exceeding a time limit and being asked to step down.



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- 4.7.5.2. Everyone, even persons disrupting a meeting, will be treated with equitability and respect. The presiding officer will issue a warning to stop the disruptive behavior. If the disruptive behavior continues, the presiding officer or a majority of the Body will take action to regain order and to continue the work of the Board.
- 4.7.5.3. Any person so removed shall be excluded from further attendance at the meeting from which the person has been removed, unless permission to attend is granted upon motion adopted by a majority vote of the Board.
- 4.7.5.4. The exception to the right of the public to attend all meetings of the Board applies to those who attempt to disrupt the conduct of the meeting. In the event that any meeting is willfully disrupted, by a group or groups of persons, that renders the orderly conduct of such meeting unfeasible and order cannot be restored by the removal of the individuals who are willingly interrupting the meeting, the Board may order the meeting room cleared and continue in session. However, only matters appearing on the Agenda may be considered in such a session. Duly accredited representatives of the press and other news media, except those participating in the disturbance shall be allowed to attend any session held pursuant to this exception.
- 4.7.6. **INTRODUCTION OF NON-AGENDA ITEMS:** Any Board Member intending to introduce a special item not contained in the Agenda shall deliver a copy of such items to each Board Member. Items may not normally be added to the Agenda unless the item(s) in question are of an exigent nature and in such cases the addition of the specified item(s) must occur with unanimous approval of the presiding quorum.
- 4.7.7. **ORDER OF SPEAKING:** When any Board Member wishes to speak, the Board Member shall address the President. The President shall name the Member who is first to speak and speakers shall confine their remarks to the questions under debate and avoid personalities. The President may elect not to recognize a Board Member to speak again until all other Members have had an opportunity to be heard.
- 4.7.8. **RULES OF PROCEDURE AND CONDUCT:** Meetings and Committee meetings shall be conducted in accordance with the Brown Act, the Fire Protection District Law of 1987 and this Policy. Should the point of order in question not be addressed in these documents, the President shall take the following actions (in order):
- 4.7.8.1. Refer to Roberts Rules of Order, Revised edition;



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- 4.7.8.2. Ask for a motion and vote to rule on the point of order;
- 4.7.8.3. Rule on the point of order.

4.7.9. MOTIONS:

- 4.7.9.1. Any action taken by the Board shall be initiated by a motion or introduction of a resolution or ordinance.
- 4.7.9.2. A second on the motion is required.
- 4.7.9.3. The President shall be allowed to make motions.
- 4.7.9.4. The Secretary shall record the names of those making and seconding motions.
- 4.7.9.5. Once the President calls for remarks on a motion, the Member making the motion is entitled to speak first. The President shall recognize speakers before they make their remarks.
- 4.7.9.6. Secondary motions pertaining to the main motion may be introduced before the main motion is voted. The last motion stated, shall be the first pending motion and the main motion shall be voted upon last.
- 4.7.9.7. A motion to amend must have the approval of the person making the original motion or a majority vote of the Board. An amendment to a motion may only be amended once.
- 4.7.9.8. MOTIONS TO RECONSIDER: Except in the case of specific Agenda items requiring a noticed public hearing, the Board may reconsider any vote taken at the same session to correct an inadvertent error or consider new information not available at the time of the vote. A motion to reconsider requires a majority vote (3/5) prior to being reconsidered.
- 4.7.9.9. ITEMS PREVIOUSLY VOTED UPON: Unless an emergency situation exists, an item which has been voted on by the Board will not be brought back to the Board for consideration for a minimum of one year, without approval of the majority of the Board.
- 4.7.9.10. MOTIONS TO RESCIND, REPEAL, OR ANNUL ACTIONS TAKEN AT PREVIOUS MEETINGS: Such actions may be carried out by:
 - 4.7.9.10.1. Passing a motion to place the item on a future Agenda; or
 - 4.7.9.10.2. Passing the motion to rescind, repeal or annul with the appropriate number of votes (see below).

4.7.10. VOTING:

- 4.7.10.1. APPROVAL OF A MOTION: To be deemed an official action of the Board, all actions must receive a majority vote (3/5), with the following exceptions, which require a 2/3 vote (super majority or 4/5 vote):
 - 4.7.10.1.1. Motion to adopt or amend any policy or rule;



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- 4.7.10.1.2. Motion to reconsider a previously considered motion;
 - 4.7.10.1.3. Motion to close a debate;
 - 4.7.10.1.4. Motion on any non-agendized item;
 - 4.7.10.1.5. Motion to remove a Board Member from a Board Office position.
- 4.7.10.2. A unanimous motion is required to discontinue or transfer funds designated as Capital Outlay reserves.
- 4.7.10.3. **ROLL CALL:** The roll need not be called in voting upon a motion except where specifically required by law or requested by any Board Member. When the roll is called on any motion, any Member present who does not vote in an audible voice shall be recorded as "AYE."
- 4.7.10.4. **RIGHT TO VOTE:** Questions pertaining to a Director's right to vote on items because of the potential conflict of interest shall be decided as follows:
- 4.7.10.4.1. Director disqualifies himself/herself; or
 - 4.7.10.4.2. President disqualifies the Director from voting.
- 4.7.10.5. **APPEAL OF RIGHT TO VOTE:** Should any Director be disqualified from voting or be overruled on a point of order by the President, he/she may move to appeal the ruling to the full Board. The President shall have the right to vote on the appeal and the majority vote of the Board overrules the President.
- 4.7.10.6. **VOTING PARAMETERS:**
- 4.7.10.6.1. There must be a quorum of three Members present to conduct business;
 - 4.7.10.6.2. A majority vote (simple majority) means three affirmative votes (3/5);
 - 4.7.10.6.3. A 2/3 or super majority vote means four affirmative votes (4/5);
 - 4.7.10.6.4. A unanimous vote means five affirmative votes (5/5).
- 5.0. **EXPENSES OF THE DISTRICT:**
- 5.1. **EXPENDITURES:** A claims statement of expenditures for the proceeding period shall be submitted for the approval of the Board.
- 5.2. **CAPITAL OUTLAY:** Major items ~~exceeding \$5,000.00~~ shall be approved by the Board prior to purchase **in accordance with the Purchase and Contracting Policy**, even though the item is included in the Annual Budget. Items costing in excess of the limits set forth in Public Contract Code and Health and Safety Code, will be bid by no less than three (3) sealed bids.
- 5.3. **EMERGENCY EXPENSES:** In the event of sudden extreme emergency, the President and the Fire Chief/CEO or their designated representatives concurrently may authorize expenditures of funds not budgeted when a Board meeting cannot be convened in time. Board approval must be obtained at the next regular Board meeting.



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5.4. **COMPENSATION:** In concurrence with Health and Safety Code § 13857 and AB 1234, each Member of the District Board shall receive such sum as may be fixed by the Board, not to exceed \$100, for attending each meeting of the District Board, not to exceed four (4) such meetings in any calendar month, including:

5.4.1. **MEETINGS:**

- 5.4.1.1. Each Regular or Special meeting attended;
- 5.4.1.2. Each Regular or Special advisory meeting attended;
- 5.4.1.3. Any conference or organized educational activity conducted in compliance with the Government Code, including but not limited to, ethics training;
- 5.4.1.4. Compensation for attendance at any meeting of the Board shall be the same rate;
- 5.4.1.5. Members of the District Board may receive such other benefits as allowed by law only if the Board has adopted, in a public meeting, a written policy specifying other types of occasions that constitute the performance of official duties for which a Member of the Board may receive payment.

5.5. **EDUCATION:**

- 5.5.1. The District may authorize its Directors and employees to attend professional or vocational meetings and pay their actual and necessary traveling and incidental expenses while on official business. Reimbursement for these expenses is subject to the Government Code.
- 5.5.2. Members shall provide brief reports on meetings attended at the expense of the local agency at the next regular meeting of the legislative body.

5.5.3. **ETHICS TRAINING:**

- 5.5.3.1. Any Member of the a local agency legislative body or any elected local agency official who receives any type of compensation, salary, stipend or reimbursement for actual and necessary expenses incurred in the performance of actual duties shall have approved biennial ethics training. This training includes:
 - 5.5.3.1.1. Any employee designated by the local agency legislative body who is to receive training as specified under the Government Code.

~~5.5.3.2. Initial training for each Member of the Board shall be accomplished prior to January 1, 2007.~~



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~~5.5.3.3.~~ 5.5.3.2. ~~Thereafter,~~ Each Member of the Board and specified employees shall attend approved Biennial Ethics Training.

~~5.5.3.4.~~ 5.5.3.3. The District shall provide the Members of the Board with information educational opportunities to satisfy this requirement at least annually.

~~5.5.3.5.~~ 5.5.3.4. Members of the District Board may be allowed actual and necessary travel, meals and lodging to attend biennial ethics training as approved by the Board.

5.5.4. SEXUAL HARASSMENT PREVENTION TRAINING AND EDUCATION:

5.5.4.1. Under Assembly Bill 1661 (2016), North County Fire Protection District qualifies as a "Local agency" as special district.

5.5.4.2. As Directors of NCFPD, each Director qualifies as a "Local Agency Official," as a **Member** of a local agency legislative body and elected local agency official [Government Code § 53237].

5.5.4.3. Since NCFPD provides compensation to its Directors for meetings (as outlined in § 5.4 herein), then its local agency officials shall receive sexual harassment prevention training and education pursuant pursuant to Government Code § 53237.1.

5.5.4.4. Each Director shall receive at least two (2) hours of sexual harassment prevention training and education within the first six (6) months of taking office and every two (2) years thereafter.

5.5.4.5. An entity that develops curricula to satisfy the requirements of Government Code § 53237.1, shall consult with County Counsel regarding the sufficiency and accuracy of that proposed content. An entity is permitted to include local sexual harassment prevention training and education policies in the curricula.

5.5.4.6. The training and education required by Government Code § 53237.1 shall include information and practical guidance regarding the federal and state statutory provisions concerning the prohibition against, and the prevention and correction of, sexual harassment and the remedies available to victims of sexual harassment in employment. The training and education shall also include practical examples aimed at instructing the local agency official in the prevention of sexual harassment, discrimination and retaliation, and shall be presented by trainers or educators with knowledge and expertise in the prevention of sexual harassment, discrimination and retaliation.

5.5.4.7. The District may offer one or more training courses, or sets of self-study materials with tests, to meet the requirements of Government Code § 53237.1. These courses may be taken at home, in person or online.

5.5.4.8. All providers of training courses shall provide participants with proof of participation to meet the requirements of this Government Code §



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53237.1.

5.5.4.9. A local agency shall provide a recommendation on training available to meet the requirements of this article to its local agency officials and its employees at least once in written form before assuming a new position and every two years thereafter.

~~5.5.3.6.~~ A local agency official who serves more than one local agency shall satisfy the requirements of this article once every two years without regard to the number of local agencies he or she serves.

~~5.5.4.5.5.5.~~ DISTRICT RESPONSIBILITIES:

~~5.5.4.1.5.5.5.1.~~ ETHICS AND HARASSMENT - TRAINING:

~~5.5.4.1.1.5.5.5.1.1.~~ The District shall maintain records demonstrating satisfaction of the ~~ethics~~ ethics and/or harassment training mandate that demonstrates the following:

~~5.5.4.1.1.1.5.5.5.1.1.1.~~ The dates the Members satisfied the requirements for ethics and/or harassment training;

~~5.5.4.1.1.2.5.5.5.1.1.2.~~ The entity that provided the training.

~~5.5.4.1.2.5.5.5.1.2.~~ The records shall be maintain for at least five (5) years after the Members obtain the training;

~~5.5.4.1.3.5.5.5.1.3.~~ The records shall be public records subject to disclosure under the California Public Records Act.

~~5.5.5.5.5.6.~~ EXPENSES:

~~5.5.6.5.5.7.~~ The District shall provide expense report forms to be filed by the Members of the Board for reimbursement of actual and necessary expenses incurred on behalf of the District in performance of official duties. Reimbursable expenses shall include, but not be limited to, meals, lodging and travel.

5.6. TRAVEL/LODGING:

5.7. Members of the District Board may be allowed actual and necessary travel, meals lodging and other actual and necessary incidental expenses incurred in the performance of official business of the District as approved by the District Board.

5.8. Members are required to submit an expense report with a reasonable time, with supporting documentation in order to be reimbursed for expenses.

6.0. REFERENCES:



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- 6.1. FPPC Regulation 18705.5;
- 6.2. Assembly Bill 1661;
- 6.3. Government Code § §946.4;
- ~~6.1.~~ Government Code § 53051;
- 6.4. Government Code §§ 53237-53237.5;
- ~~6.2.~~6.5. Government Code Sections 87100;
- ~~6.3.~~6.6. Government Code Sections 87102.5-6 & 8;
- ~~6.4.~~6.7. Government Code Sections 87103;
- ~~6.5.~~6.8. Government Code Sections 54950-54963;
- ~~6.6.~~6.9. Health and Safety §13852;
- ~~6.7.~~6.10. Health & Safety Code § 13853b;
- 6.11. Health and Safety Code § 13857;
- ~~6.8.~~6.12. Health & Safety § 13895

7.0. RELATED POLICIES/FORMS:

7.1. POLICIES:

- 7.1.1. Code of Ethics & Values.

7.2. FORMS:

- 7.2.1. Conflict of Interest - Form 806;
- ~~7.2.1.~~7.2.2. Statement of Facts.

LAST REVIEW:	11-27-12	04-08-2009
LAST UPDATE:	11-27-12	05-14-2009
FC/BOD APPROVAL:	12-11-12	05-29-2009
TRACKER:	<u>110.01</u>	

L/M Review:



**NORTH COUNTY FIRE
PROTECTION DISTRICT
ADMINISTRATIVE SERVICES – BUDGET & FINANCE**

TO: BOARD OF DIRECTORS
FROM: DEPUTY CHIEF MAROVICH AND CHIEF ABBOTT
DATE: JANUARY 22, 2019
SUBJECT: SECOND QUARTER OVERTIME TRACKING REPORT

CONSENT AGENDA

BACKGROUND:

This report is designed to provide an overview of the overtime expenditures in comparison with the budgeted amounts and historical usage. In addition, this report documents overtime based on the leave that generates it and includes reimbursements from providing Mutual Aid.

DISCUSSION:

The attached charts provide multiple views of overtime usage and the leave that generates it. The reporting periods coincide with the month divisions and not pay periods. Therefore, there may be variations from month to month. An increase in overtime may be attributed to an additional pay period falling within that particular month or unusually high overtime due to an event or mutual aid activity. Three charts are included to give a quick visual comparison of the tracked areas:

- Leave Analysis by Type
- Five Year Overtime History
- Two Year Overtime Comparison by Month

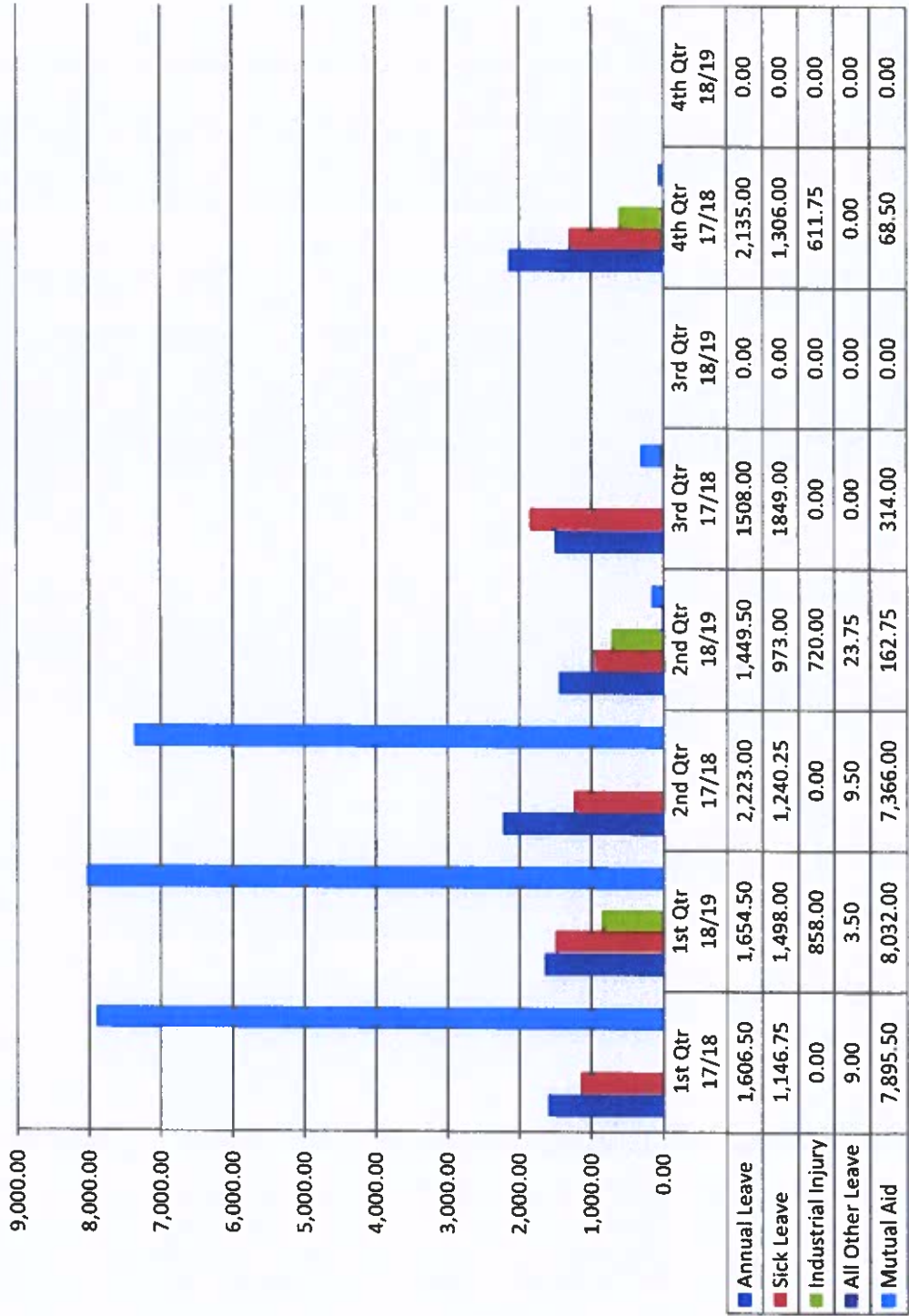
FISCAL ANALYSIS:

The District finished the second quarter with a slight decrease in both annual leave and sick leave compared to the same quarter last year but are experiencing higher rate of industrial injury. Current overtime is 40.56% expended but the District received reimbursements for mutual aid in the amount of \$94,906 which reduces the overtime down to 29.64% of the budget.

SUMMARY:

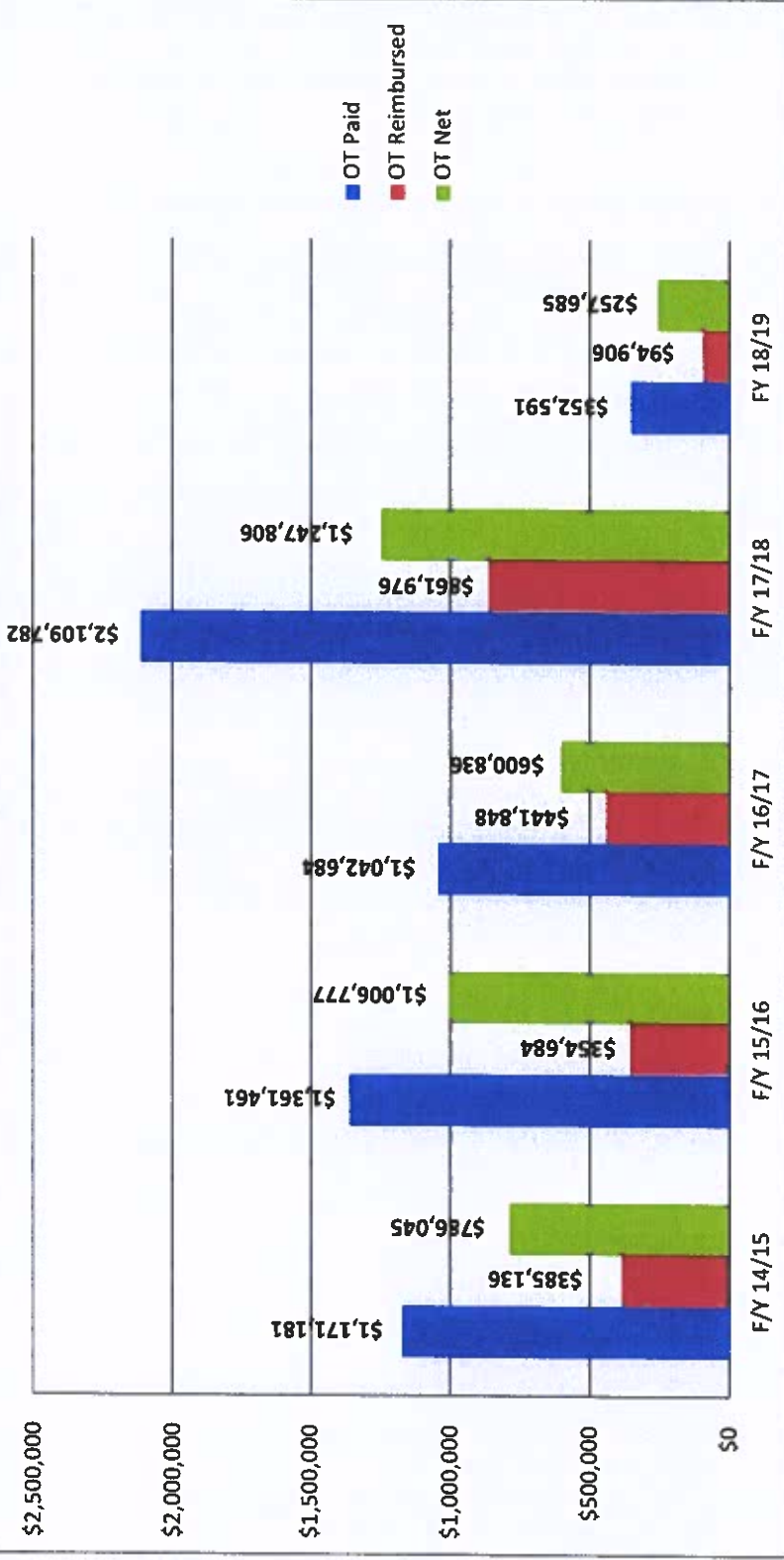
Information only, no action needed.

**NCFPD EMERGENCY SERVICES
NUMBER OF HOURS BY TYPE
2nd QUARTER 17/18-18/19**

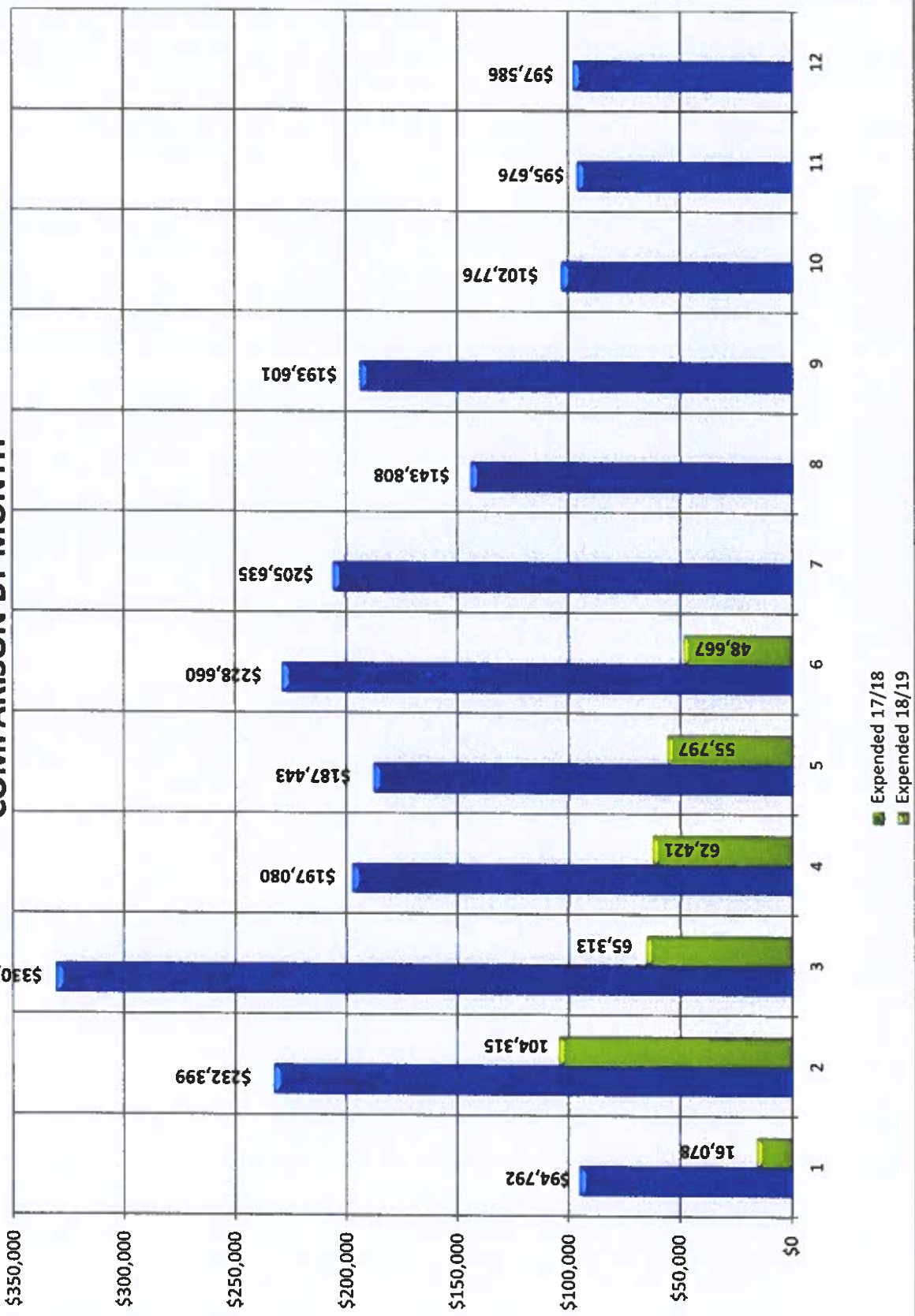


	FY 14/15	FY 15/16	FY 16/17	FY 17/18	FY 18/19
OT Paid	\$1,171,181	\$1,361,461	\$1,042,684	\$2,109,782	\$352,591
OT Reimbursed	\$385,136	\$354,684	\$441,848	\$861,976	\$94,906
OT Net	\$786,045	\$1,006,777	\$600,836	\$1,247,806	\$257,685

NCFPD EMERGENCY SERVICES 5 YEAR OVERTIME HISTORY AND REIMBURSEMENT



**NCFPD EMERGENCY SERVICES
TWO YEAR OVERTIME
COMPARISON BY MONTH**





NORTH COUNTY FIRE PROTECTION DISTRICT OPERATIONS

TO: BOARD OF DIRECTORS
FROM: OPERATIONS/EMS DIVISION
DATE: TUESDAY, JAN 22ND, 2019
SUBJECT: CUSTOMER SATISFACTION SURVEY PROGRAM, 2018 – 4TH QUARTER RESULTS

CONSENT AGENDA

RECOMMENDATION:

Review the report as submitted. In looking at the overall percentage of satisfaction with our service, our customers continue to rate their level of satisfaction overwhelmingly in the “excellent” category.

BACKGROUND:

This report focuses on two areas, direct feedback based on surveys sent to patients transported by North County Fire and our Service/Sympathy card program. The distribution of the survey is based on the 2018 Payer Class percentages according to our ambulance billing company, Wittman Enterprises. This quarter's customer satisfaction results incorporate surveys received from Oct 1st, 2018 through Dec 31, 2018. The following is a listing of the type and number of individual payer classes that are randomly mailed surveys on a monthly basis.

2018 Payer Class	
Private Commercial Insurance (includes Champus/Active Duty)	26
Medi Cal	10
Medicare (includes Senior HMO)	54
Cash	10
Total	100

DISCUSSION:

The survey results are reported on quarterly intervals to all safety employees. The sharing of this information with all employees provides a heightened awareness regarding our customer's experience in the field. If a system or human deficiency trend is noted, the management staff will coordinate any measures necessary to correct the problem.

Customer Satisfaction Survey Program

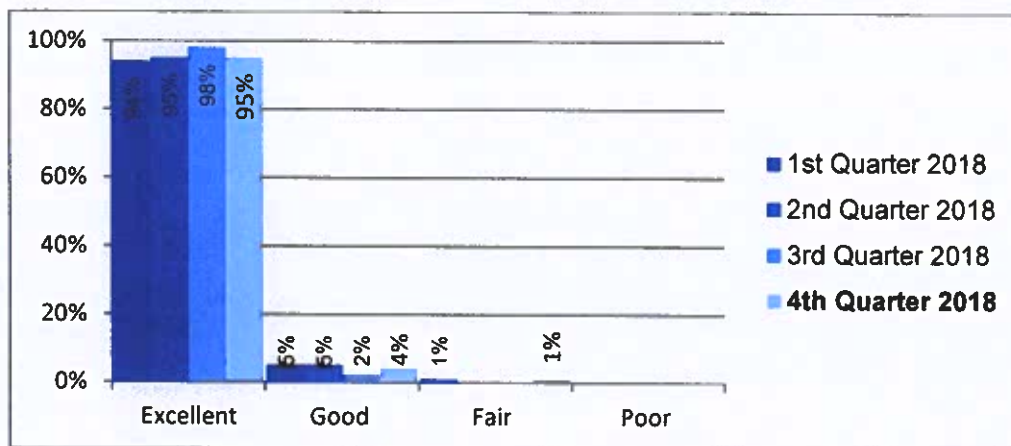
Tuesday, Jan 22, 2019

Page 2 of 3

The first section of the *Satisfaction Survey Form* evaluates the customer's overall satisfaction with our service by rating it from "Excellent" to "Poor." The second section of the form allows the customer to provide comments on their perception of the service they received. This quarter 300 surveys were mailed and 76 surveys were returned (25%).

Ninety five percent (95%) of the surveys returned indicated "excellent" customer satisfaction as indicated on the chart below:

2018 Customer Satisfaction Results



The customer comment portion of the survey has proven to be most effective by allowing us to hear the customer's opinions or concerns first hand, thus allowing us to mitigate any problems as quickly as possible. These comments are reported on *Attachment-A* of this report.

In order to maintain Continual Quality Improvement (CQI) for this program, the responses are reviewed for any unusual comments or areas of concern. When necessary, incident documents will be reviewed. If a poor rating or adverse report is noted, the EMS Chief reaches out to seek clarification and ultimately improve services. If indicated, this review may warrant further investigation or training to mitigate potential customer service issues.

SERVICE/SYMPATHY CARD PROGRAM:

The District continues to utilize a Service/Sympathy Card Program to promote excellence in our emergency delivery services. This particular program allows our firefighters to correspond with our customers by personally signing and mailing "Service Cards." This post-incident program has proven invaluable in maintaining a positive relationship with our community through personal contact between our firefighters and the customers they serve. The "Sympathy Cards" are utilized in the same way by corresponding concern with a deceased patient's family.

Customer Satisfaction Survey Program

Tuesday, Jan 22, 2019

Page 3 of 3

The following data identifies the total number of Service and Sympathy cards completed by each crew during this report's time frame:

	"A" CREW	"B" CREW	"C" CREW	TOTAL
4th Q 2018	119	103	109	331
3rd Q 2018	112	138	146	396
2nd Q 2018	195	116	154	465
1st Q 2018	100	118	132	350

The above numbers represent 36% of total cards sent by A Shift, 31% of total cards sent by B Shift and 33% of total cards sent by C Shift.

FISCAL ANALYSIS:

The increased use of Service Cards has contributed to increased expenditures in both printing and postage. Annually, the Program costs approximately \$2,000.00 to operate. It is our belief that enhanced public relations and the benefits these cards represent is worth the expenditure.

SUMMARY:

The North County Fire Protection District takes seriously the demeanor and professional conduct of its employees while providing emergency services. Our Customer Survey Program provides a tool to measure and quantify this area and if necessary, implement and/or modify the emergency delivery system to ensure its ability to meet customer expectations. This program, which is now in its seventeenth year, consistently reflects a high degree of satisfaction with the services delivered by the employees of the North County Fire Protection District, beginning from the request for service up to and including final mitigation of the incident.



North County Fire Protection District
 Customer Satisfaction Survey
 Fourth Quarter 2018
 Oct-Dec
 Attachment A



Intake Number	Date Received	Follow Up	Customer Comments
18-04-01	10/01/2018		Careful and very professional. Thank you
18-04-02	10/01/2018		No suggestions for improvement. Excellent service! Thank you!
18-04-03	10/01/2018		Excellent
18-04-04	10/01/2018		All who came to our assistance were very professional and helpful. We are grateful for their service and my husband is recovering from his stroke. With their quick response, his after effects were greatly reduced. Thank you!
18-04-05	10/02/2018		I just don't understand why so many people and vehicles were sent? Everyone was nice and treated my daughter with dignity. She wasn't scared and felt very safe and taken care of. The response time was very fast.
18-04-06	10/02/2018		Fire dept. personnel were great. I wanted them to take my husband to Palomar instead of Tri City. They stated they could but advised against it due to his vitals. It was Monday morning and because of traffic, it would take them a lot longer. That was the best advice as when he got to Tri-City he was in shock and had double pneumonia. We did not realize how sick he was. Thank you
18-04-07	10/04/2018		Experience with NCFPD was professional and caring.
18-04-08	10/04/2018		Excellent
18-04-09	10/04/2018	YES	I requested to be taken to the VA hospital in San Diego – you refused! You took me Palomar and the bill was \$35,000 – all I did was fall in my bathroom and did not need all the excess & test performed by Palomar hospital.
18-04-10	10/05/2018		I was very impressed with the professionalism and compassion which helped me to relax. They made my first (and hopefully last) experience in an ambulance less stressful because of the way all was handled. Thanks! Great paramedics!
18-04-11	10/05/2018		Why is NCF out of network with Cigna? I'm being billed for the incident. Something does not seem right.
18-04-12	10/05/2018		I tripped and fell breaking my hip, unable to get up. The fire dept came very quickly. They realized I broke my hip. Loaded me onboard and set off to Palomar. After a short dispute with Palomar not having a room for me off we went to Palomar. They knew the best place for me with my hip problem. They didn't take no as an answer. I commend this crew as very professional and caring for their patient. Job well done.
18-04-13	10/06/2018		The attendant was excellent! I was in extreme pain and he tried everything to make me comfortable. Many, many thanks for being available for me!
18-04-14	10/06/2018		They are very professional and knowledgeable. I'm doing well. Thank you!
18-04-15	10/09/2018		Paramedic did not relay medical background information as precise as he could have. Information (medical) paramedic took for me during assessment, not correctly relayed back to ER in hospital on drive to facility.
18-04-16	10/16/2018		Excellent



North County Fire Protection District
Customer Satisfaction Survey
Fourth Quarter 2018

Oct-Dec
Attachment A



Intake Number	Date Received	Follow Up	Customer Comments
18-04-17	10/19/2018		This is the second time we needed for an emergency transport to TVH. Everything went smoothly. Me and my wife thank you.
18-04-18	10/19/2018		The property (nursery) across from me had a palm tree that was sparking from touching a live wire. Fire dept responded promptly. The whole neighborhood could have ignited if I had not seen it while walking. This was months ago.
18-04-19	10/19/2018		Excellent
18-04-20	10/20/2018		On (date), early in the AM, when trying to move I was in excruciating pain. My husband immediately called 911. The fire dept responded within minutes. I was treated with utmost professional care by the five firemen that responded. They were very respectful and as careful as possible in moving me to the medivan. On the drive to the hospital, Bruce explained what he was doing in giving me pain meds and checking heart rate, blood pressure, etc. Never having an experience like this before, I was very impressed with the care and thoughtfulness of all the young men. Thanks to Bruce, Eilert, Joel, Dustin and Eric from Station 5.
18-04-21	10/20/2018		Cant think of anything that could improve your service. Thanks
18-04-22	10/20/2018		Thank you for you prompt & professional service.
18-04-23	10/22/2018		Everyone did an excellent job. No suggestions at this time. Thank you very much.
18-04-24	10/22/2018		The men were awesome!! Very kind and thoughtful! Thank you all for being there when we need help!
18-04-25	10/22/2018		You were very professional as well as very caring to my situation. Thank you for rescuing me when I needed help.
18-04-26	10/22/2018		Excellent response time & careful & comforting to (name). We truly appreciate your assistance. As a retired FF I understand the stress and strain you endure.
18-04-27	10/22/2018		My husband was unable to walk (or move) due to severe dehydration. He is very ill. He needed to go to the ER at Palomar. My daughter called 911. The paramedics arrived very quickly. They were very professional, kind and helpful. My husband and I were very satisfied with the NCFPD. They were attentive to detail. They asked pertinent questions. They put him on a stretcher and he was transported to the ambulance. An IV was started to give him some IV fluids. I met them at the Palomar ER. My husband stated that he drove to the hospital. Thank you for providing an excellent service to our community. We both appreciate the care, friendly manner and efficiency of the paramedics that attended to my husband.
18-04-28	10/22/2018		Excellent
18-04-29	10/22/2018		The paramedics arrived quickly – they were efficient and kind. They explained what was happening, where they were taking my husband and how for us to get there. In my confusion I forgot to get my husband's medical cards back and they were kind enough to bring them to the house the following morning. Thank you
18-04-30	10/22/2018		Excellent (see attached letter)
18-04-31	10/23/2018		I could not have asked for better care!



North County Fire Protection District
Customer Satisfaction Survey
Fourth Quarter 2018
Oct-Dec
Attachment A



Intake Number	Date Received	Follow Up	Customer Comments
18-04-32	10/24/2018		I was treated very kindly!!!! We very much appreciated the care and attention given by all members that responded to the 911 call. Thank you for working so hard to support the health, safety and peace of our community.
18-04-33	10/25/2018		Excellent
18-04-34	10/25/2018		Excellent care! I want to thank all paramedics involved. Your care was excellent and you helped greatly in keeping me calm and comfortable while treating my emergent state.
18-04-35	10/26/2018		(suggestions?) Not at this time. Service was excellent & professional! Thank you all!
18-04-36	10/27/2018		I personally want to thank the NCFPD for their service. I have been (name) full time caregiver and I praise God that I have had this opportunity for 4 years. 3 I've needed to make a 911 call for help for her and once for her neighbor next door who fell on our ramp. Each time they came they were so kind and efficient. First caring for my lady, but never forgetting to ask if I'm alright. God bless you as you continue to serve your community.
18-04-37	10/29/2018		Outstanding service! I thank you!
18-04-38	10/30/2018		I am proud of our fire department. They have helped me out many times when my husband needed help. The fire people are always courteous and once, seeing as I'd slipped on bare feet brought over 2 pairs of very special floor gripping socks which he still uses. Thank you for being here and helping me out so many times.
18-04-39	10/30/2018		They did very good. Thank you
18-04-40	10/31/2018		I am glad we have this service
18-04-41	10/31/2018		(translated from Spanish) – all excellent. They saved my life because it was a heart attack. Thanks, the only thing missing is more staff that speaks more Spanish
18-04-42	11/01/2018		Thank you for your timely response in my time of need. Its really great to be able to call someone when you need help and the people you count on are flakes. Thanks again and God bless.
18-04-43	11/02/2018		Ambulance & paramedics arrived within minutes of our 911 call. All men were very helpful & friendly. They were efficient as to what they had to do.
18-04-44	11/07/2018		Very timely, very professional, respectful of my father. Thank you for everything. He is in rehab and is working hard to get home.
18-04-45	11/08/2018		Thank you! Its great to know you are here to help and protect. We were out of the country and you were here to respond even if it was a false alarm. Thank you and we will try not to have this happen again. Good to know you are here for us.
18-04-46	11/10/2018		I'm a little late in returning this survey but I wanted to thank everyone involved in my care for being so kind & concerned in treating me! I know I was a bit confused and I appreciate your understanding & concern for my welfare! I am almost "back to normal". Still experiencing some vertigo but otherwise good to go! Thanks again for a job well done! Thank you Station 1 A crew!!!



North County Fire Protection District
Customer Satisfaction Survey
Fourth Quarter 2018
Oct-Dec
Attachment A



Intake Number	Date Received	Follow Up	Customer Comments
18-04-47	11/13/2018		Your service was perfect. Thanks
18-04-48	11/16/2018		We are not fans of Palomar hospital and believe the service at Temecula, which is closer, would have resulted with much better and faster treatment. However, the ambulance crew as well as the other fire fighters who assisted were exemplary, though handicapped by protocol. By the way, the wound was left untreated in the ER for over seven hours and resulted in an infection which has still not cleared up, despite treatment at two other hospitals.
18-04-49	11/21/2018		Best bunch ever! I'm alive because of these guys
18-04-50	11/21/2018		Excellent
18-04-51	11/24/2018		(suggestions?) – none. (patient) deceased on (date). Thank you for all your past service.
18-04-52	11/24/2018		The response to my 911 call was prompt and the team made a quick decision to transport my wife to the hospital. I was amazed that a fire truck was sent in addition to the ambulance that seems like a waste of resources. In any event, my wife was taken to the hospital promptly and I was grateful for the service.
18-04-53	11/24/2018		Excellent
18-04-54	11/24/2018		The paramedic crew was fantastic. They were professional, kind & caring, efficient, calm and very sensitive to our feelings. They were even checking on me as my husband was being put on the stretcher. The remaining paramedic was helping me to clear the bloody towels and soak the bloody carpet with water. At Palomar they were very helpful and patient even facilitated a different room when the first assigned room posed some problems. They didn't leave til (name) was in a bed which was a comfort to me & him.
18-04-55	11/26/2018		The EMT arrived within 5 minutes of my 911 call. They were very kind, compassionate and experienced. We are grateful for their expertise as they transferred my husband to Palomar. He has recovered from his stroke and is doing well. Thank you for all you did to give him the best chance for recovery.
18-04-56	11/27/2018		Very professional, caring and confident. Best care ever.
18-04-57	11/27/2018		Very professional & competent. No complaints.
18-04-58	11/27/2018		They showed up quickly. Evaluated my condition. Recommended ER visit. Transported me safely. Very knowledgeable crew.
18-04-59	11/27/2018		Excellent
18-04-60	11/28/2018		Paramedics & fire dept arrived within 4 minutes. I was very scared & not breathing well at all. They comforted me, got my information quickly and got me into the ambulance and on our way to TVH. The entire ride the paramedics were comforting me to keep me calm. At one point I felt sick to my stomach. Even then paramedics were so helpful. I asked paramedics "am I going to die" and he reassured me "oh no, not in my ambulance". Kind & gentle letting me know E.T.A to hospital. Absolutely wonderful person. They made a very scary situation as calming as possible. Thank you!
18-04-61	11/28/2018		Excellent
18-04-62	11/29/2018	YES	Share ride with other patient. Use side bench, all good considering my condition... but why \$2,000 for this? I provided all my info to staff (insurance details) but received few days later request for info by mail.



North County Fire Protection District
Customer Satisfaction Survey
Fourth Quarter 2018
Oct-Dec
Attachment A



Intake Number	Date Received	Follow Up	Customer Comments
18-04-63	11/29/2018		Excellent
18-04-64	11/29/2018		Excellent
18-04-65	11/30/2018		I do not know anyway you could improve your service. Thank you
18-04-66	11/30/2018		The fire crew and team were very professional and caring for my well-being. They took the time to be patient with me and helped me through my incident. I really trusted them and am very grateful they were there for me. Thank you so much
18-04-67	12/01/2018		The paramedic that helped me was nice and patient from what I recall
18-04-68	12/05/2018		The incident was for my 85-yo brother in law. The run was originated and requested by Silvergate staff. Therefore, I have no direct knowledge, but I'm convinced that assistance was top level. About 10 years ago NCFPD provided services for my wife which was timely and professionally handled. Now, if we could only get our hospital back. Yes, I know - no chance.
18-04-69	12/07/2018		Our experience was fantastic! Our son was transported from Live Oak Elementary School to Rady's Children's Hospital for precautions after a fall at school. My husband was at Camp Pendleton and I was at work in Mission Valley when notification came from the school that our son was being transported. As you can imagine this was concerning knowing he was taking this ride without a parent. However, at the same time I was surprisingly calm. I used to be an EMT when I was in the Navy and I remember being the medical provider and the driver, so I knew he was in good hands. We were both at Rady's when they arrived in the ER and my senses were spot on! He was in great care! This team at NCF was excellent! They made him comfortable and at ease, I could tell before we even talked to anyone. Just the look in my sons' eyes... I knew he was ok. Thank you to "B" shift. E114 - Jones, Moritz, Anderson. RA111 - Hager, Castellano, Walker. ***Please recognize these outstanding individuals and what they do for us and our community every day!! Bravo Zulu!!
18-04-70	12/12/2018		Response was timely. Attendants were professional with friendly demeanor. It was an overall pleasant experience.
18-04-71	12/28/2018		Excellent
18-04-72	12/28/2018		The response time was excellent. The treatment I received was both efficient and given with consideration. I could not have asked or expected such professional service!
18-04-73	12/31/2018		Excellent
18-04-74	12/31/2018		Excellent
18-04-75	12/31/2018		Cant fix it if it isn't broke. Super personnel
18-04-76	12/31/2018		I could not have asked for better care!! I was not as pleased with the ER dept at Palomar Hospital.

Crew	Station	Captain	Week of					Crew Total	Shift Total
			2-Dec	9-Dec	16-Dec	23-Dec	30-Dec		
A	1	Harrington	1	2	3	1	8	41	
	2	Mattarollo	2	2		3	7		
	4	Fieri	2	1	2	4	9		
	5	Rees		2	2	5	17		
	1	MacMillan	4	1	12		17	41	
	2	Ayers		1	4		7		
	4	Jones			1		1		
	5	Delgado		2	8	4	16		
C	1	Garing	1		9	12	23	59	
	2	DeCamp		1		1	2		
	4	Berry	1	9	1	4	16		
	5	Hammer		10		6	18		
Grand Total							141		

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**NORTH COUNTY FIRE
PROTECTION DISTRICT
PREVENTION AND SUPPORT SERVICES**

TO: BOARD OF DIRECTORS
FROM: FIRE MARSHAL KOCH
DATE: JANUARY 22, 2019
SUBJECT: ANNUAL PREVENTION REPORT FOR YEAR 2018

CONSENT AGENDA

BACKGROUND:

This report reflects the Fire Prevention activities for 2018. The following data is a compilation of Fire Prevention activities. Many of the imposed changes in the Bureau will be outlined in this report, as well as the supporting data.

INTENT:

The intent of this report is to assist the Board of Directors and Staff with planning needs.

PLAN REVIEW:

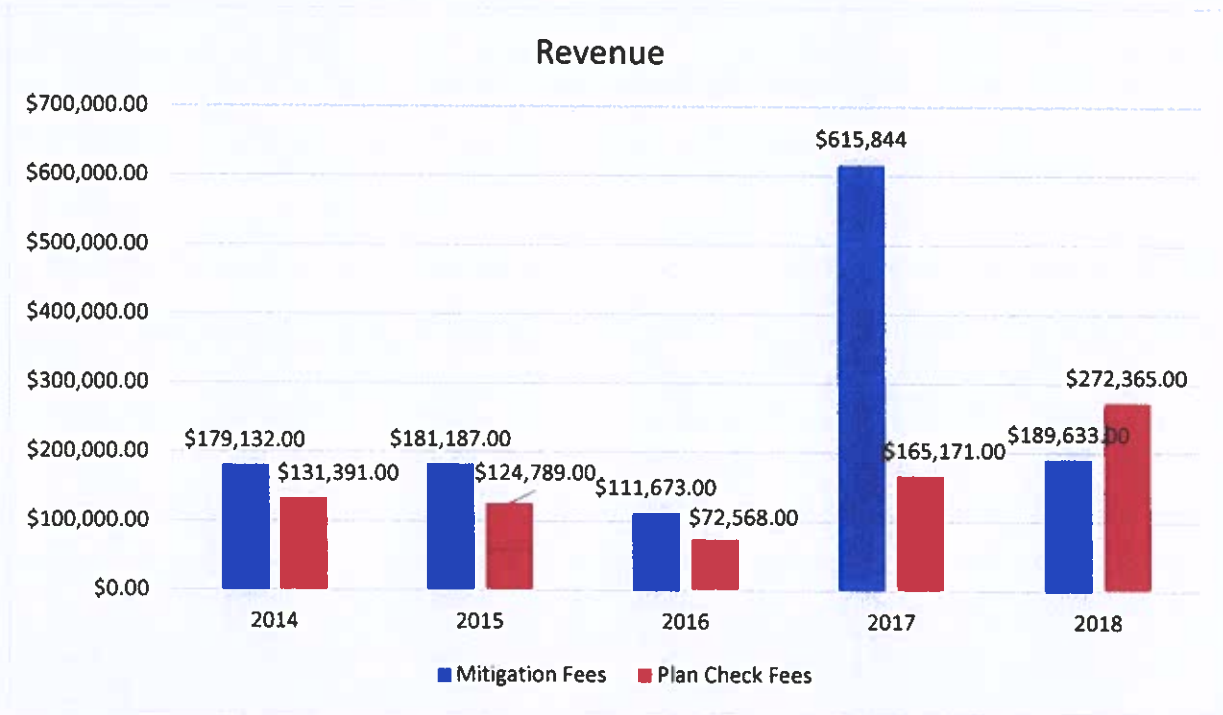
This includes new commercial and residential buildings, remodels of commercial or residential buildings, new or revised subdivisions and administrative variances, grading plans, project availability forms, fire protection plans, special hazard installations and sprinkler plans.

Total Plan reviews:

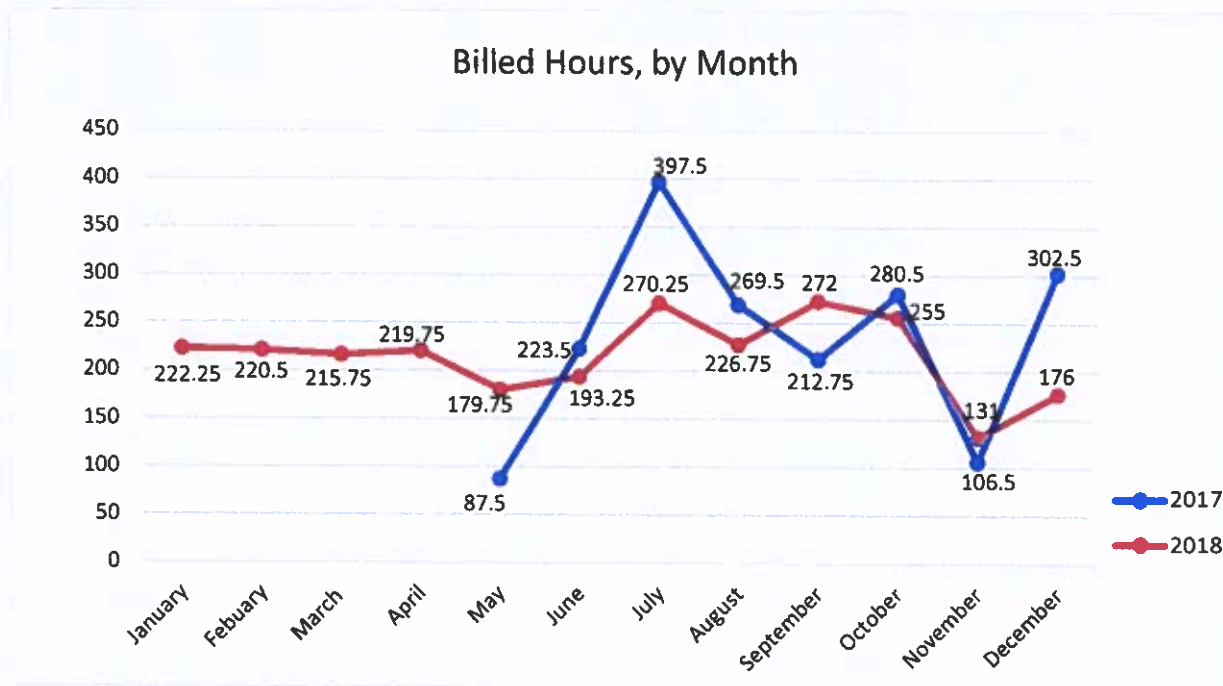
2018: 543
2017: 379
2016: 318

REVENUE:

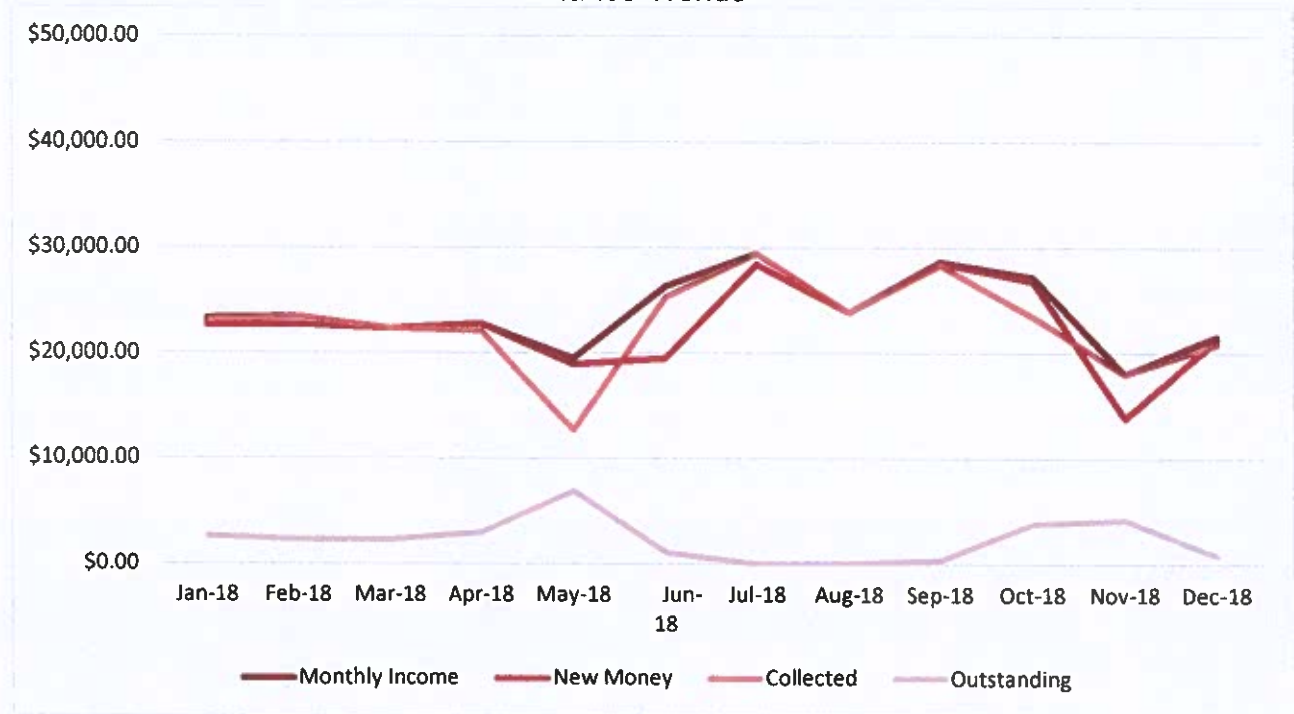
Plan check revenue increased in 2017 by 127% and increased another 65% in 2018.



*Mitigation Fees are collected and reported quarterly ending in the FY.
 The number shown for 2018 is for only a portion of the collection period.



Finance Trends



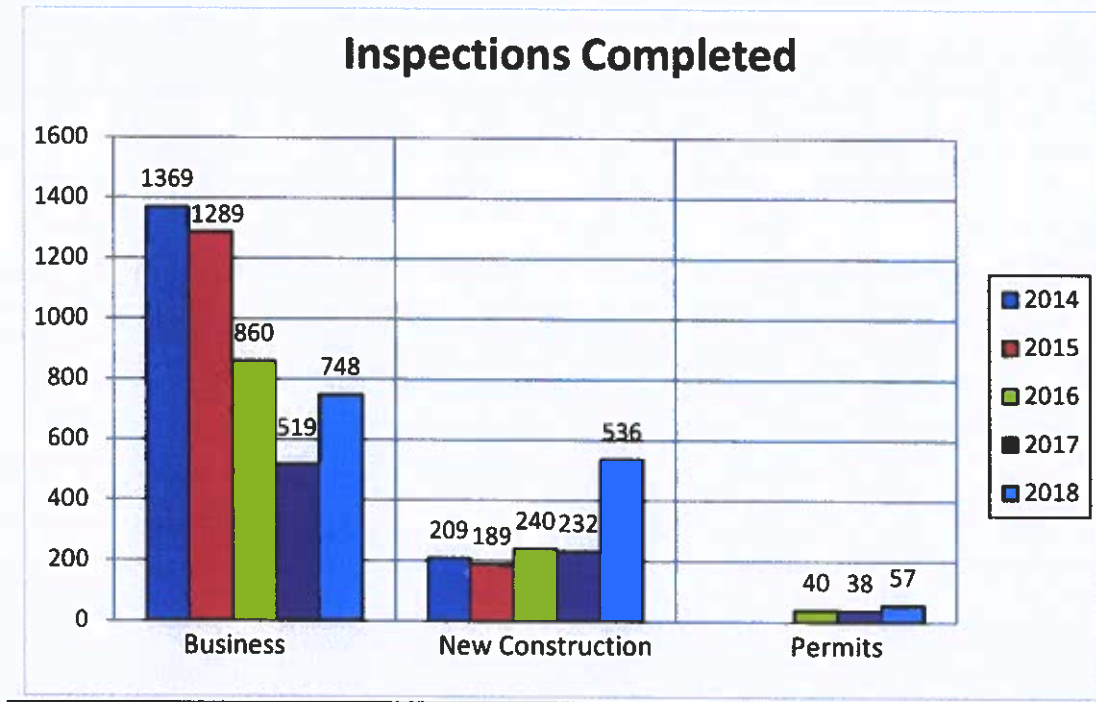
DESCRIPTION:

Prevention Staff developed a financial reconciliation system for fees collected. The Fire Prevention Administrative Specialist uses this system and ensures that all project payments are paid up front and tracked throughout the planning process. This system has increased our collection rate to nearly 100 percent and has been especially valuable with the steady increase in new construction. The increase in revenue is due to the continued increase of new construction within the district and the recently revised fee schedule. It is anticipated that we will continue to see a steady increase in building construction plan checks and inspections as more developments are getting ready to build and our largest project thus far, Horse Creek Ridge, is only about half way through production.

INSPECTIONS:

ANNUAL OCCUPANCY INSPECTIONS:

Prevention staff has only been able to complete a minimal amount of annual occupancy inspections do to the reduction in prevention staffing and the increase in new construction. Fire Prevention Specialist completed **127 out of the 748** inspections recorded. The number of inspections completed improved slightly with the program being managed by Captain Ayres but has fallen well below the numbers from when we had full time staff assigned to overseeing this program.

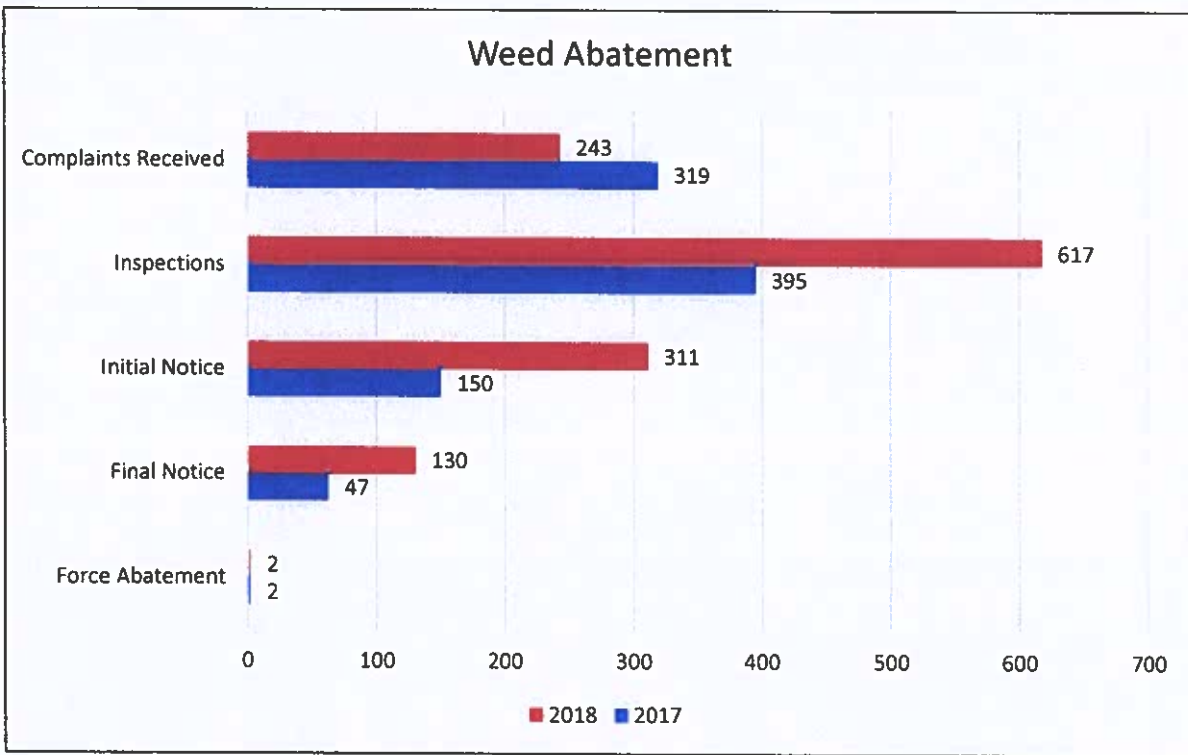


** Permits added in 2016.

New Construction inspections: 402 staff hours

WILDLAND/URBAN INTERFACE INSPECTIONS:

In the late spring, the District annually sends out over 13,000 notices to district property owners in order to kick off the vegetation hazard abatement efforts. Throughout the year, we address customers concerns about vegetation management and/or defensible space via phone inquiry and front counter visits. The Fire Prevention Administrative Specialist tracks all complaints, assists staff with mailing and tracking notices, researches owner information and tracks citation notices so that we follow our abatement process and Resolution. Fire Prevention Specialists conduct field inspections in response to requests for assistance and complaints from residents. With the addition of our Administrative Specialist position, for the second year we have been able to track our weed abatement efforts. We have a very high success rate with very few complaints leading to force abatement. The Lilac Fire in December of 2017 has many residents concerned about the threat of wildfire in the community and the prevention staff has been putting a large amount of staff hours into following up on resident complaints and concerns.



PROGRAMS:

COLLABORATION WITH FALLBROOK FIRE SAFE COUNCIL (FSC):

This Program utilizes youth groups and other volunteers to perform vegetation maintenance for the elderly or disabled. We also collaborate with FSC to provide Chipping Days in our District. We held two events in 2018, which were very well received by the community. Fire Safe Council also held two very successful wildfire safety seminars in 2018 and have plans to expand this program in 2019.

COLLABORATION WITH CERT:

North County Fire's CERT organization has been reorganizing to become active in the community once more. They recently swore in approximately 30 community members as Disaster Service Workers. They will begin to schedule regular meetings and training in 2019.

PUBLIC EDUCATION:

We had another successful Fire Prevention Week and Open House, thanks to Sam Russel, Rob Hager, Aaron Murg, and Mindy Ost. During Fire Prevention week, grade school children in Bonsall and Fallbrook were taught valuable fire safety information by Sam Russel and Rob Hager. Open house provided valuable fire safety information to our community and reinforced what the grade school children had learned all week. This year we had our very first pancake breakfast at the firehouse. The on-duty staff, prevention personnel, explorers, neighboring departments and community partners made open house a huge success even though it was a rainy day.

We will **be discontinuing** our school program for 2019 because of the shortage of Fire Prevention Staff to support the program.

2019 PROJECTIONS:

We will continue to see an increase in finances for both plan review and mitigation fees. This will also increase the number of plan checks and associated field inspections. Horse Creek Ridge is currently half way through the construction phase. Meadowood, Campus Park West, Ocean Breeze, Peppertree Park, three large residential care facilities, an energy storage facility and other smaller projects are in the early stages of development. The Fire Prevention Bureau should experience a continued increase in workload and revenue over the next year. A recent survey showed that 75 percent of the workload handled by the Fire Prevention Administrative Specialist is technical support provided to Fire Prevention. Without this position it is projected that there will be less time available for staff to complete weed, annual business, and construction inspections as well as the ability to effectively track weed citations and bill or collect fees for service.

SUMMARY:

New programs have been developed to improve organization, accountability and scheduling. The addition of Mindy, our part-time Administrative Specialist, provides the Bureau with front and back office support. This allows for Prevention Staff to spend more time in the field, plan checks and other associated responsibilities. In addition to this, having an administrative specialist has allowed us to cover the front office, which includes tracking, scheduling and billing for new construction and inspections. Having the administrative position has also allowed the bureau to develop and implement a tracking and record maintenance program so that we can enforce weed abatements. Bringing back this position at 28 hours a week has improved the consistency and efficiency of the Bureau's daily operations. As a team, we continue to strive to meet the needs of the District.



**NORTH COUNTY FIRE
PROTECTION DISTRICT**
ADMINISTRATION STAFF REPORT

TO: Board of Directors
FROM: Stephen Abbott, Fire Chief/CEO
DATE: January 22, 2019
SUBJECT: Approve Resolution 2019-03, Authorizing Participation in a Joint Facilities Agreement with the County of San Diego for the Meadowood Development.

ACTION AGENDA

RECOMMENDATION:

That the Board of Directors approve Resolution 2019-03 and authorize the Fire Chief to execute a Joint Facilities Agreement (JFCA) with San Diego County for fire protection services to the Meadowood Development.

BACKGROUND:

A new housing development is in the final stages of approval for the northeast corner of 1-15 and SR 76. Although several projects are planned, this one is called Meadowood and it is located on property both within and adjacent to the boundaries of the Fire District, immediately to the south of the Horse Creek Ridge development. Annexation of this development was previously approved by LAFCO in April 2014, for which the District received payment of \$389,000 in annexation fees.

At this point, it is estimated that the project will include approximately 473 Single Family Homes and 352 Multi-family homes. Currently 7% of the 1% property tax paid on the land is dedicated to the Fire District. This is insufficient to pay the costs of providing fire protection services to the new planned development. A community facilities district (CFD) is being created by the developer (Pardee) and San Diego County to collect a special tax to pay for services not funded within the normal property tax. A portion of the tax paid to the CFD will come to the Fire District to make up the additional revenue required to provide fire protection services to the development. Revenue collected by the CFD is then distributed to participating entities through a JFCA. The Agreement spells out how the taxes will be collected and how they will be distributed.

DISCUSSION:

The issue before the Board is approval of participation in the JFCA. The agreement stipulates that a portion of the taxes collected by the CFD will be dedicated for fire protection services and will be transferred to the Fire District on a regular basis. The Draft Rate and Method of Apportionment (RMA) document describes specifically how the tax

will be collected and distributed. The RMA specifies that the Fire District will receive \$283 per single family home and \$195 per multi-family home (condo) annually as its share of the CFD taxes. These fees will be adjusted 2% annually to reflect increased costs of doing business. The first fees will be paid by the property owner once structures are completed and will only be paid on developed land. There will be no special fee for fire protection for undeveloped land.

A draft copy of the actual Joint Facilities Agreement is also attached for the Board's information.

If approved by the Board, these same documents will go to the San Diego Board of Supervisors for approval and formation of the CFD.

FISCAL ANALYSIS:

At full build-out, this CFD will generate approximately \$202,500 in additional revenue to the Fire District to offset the costs of servicing the new community. The amount of the Special Tax will be raised by 2% annually thereafter.

SUMMARY:

Staff recommends the Board adopt Resolution 2019-03 and authorize the Fire Chief to execute the Joint Facilities Agreement at the point that it is approved by the Board of Supervisors.

NORTH COUNTY FIRE PROTECTION DISTRICT

RESOLUTION 2019-03



RESOLUTION OF THE BOARD OF DIRECTORS OF THE NORTH COUNTY FIRE PROTECTION DISTRICT, NORTH COUNTY FIRE PROTECTION DISTRICT, SAN DIEGO COUNTY, STATE OF CALIFORNIA, APPROVING THE EXECUTION AND DELIVERY OF A JOINT COMMUNITY FACILITIES AGREEMENT WITH THE COUNTY OF SAN DIEGO, IN CONNECTION WITH COMMUNITY FACILITIES DISTRICT NO. 2019-01 (MEADOWOOD) AND OTHER MATTERS RELATED THERETO

WHEREAS, the Board of Supervisors (the "County Board") of the County of San Diego (the "County") plans to conduct proceedings under the Mello-Roos Community Facilities Act of 1982 (the "Act") to approve the County of San Diego Community Facilities District No. 2019-01 (Meadowood Maintenance) (the "Community Facilities District"), to authorize the levy of special taxes within the Community Facilities District Area to contribute to the financing of certain facilities and services (the "Services");

WHEREAS, the County Board is considering including, among the Services to be authorized to be financed by the Community Facilities District, certain fire protection, suppression and emergency medical services (the "Fire Protection Services") which are to be provided by the North County Fire Protection District (the "Fire Protection District");

WHEREAS, this Board of Directors (the "Board of Directors") of the Fire Protection District is advised that in order for it to authorize the Community Facilities District to finance the Fire Protection Services to be provided by the Fire Protection District, it must enter into a joint community facilities agreement (the "Fire Protection District JCFA") with the County;

WHEREAS, the Board of Directors has determined that the Fire Protection District JCFA and the resulting Fire Protection Services to be financed pursuant thereto will be beneficial to the residents of the Community Facilities District;

WHEREAS, there have been prepared and submitted to this meeting a form of the Fire Protection District JCFA;

WHEREAS, the Board of Directors is fully advised in this matter;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the North County Fire Protection District as follows:

Section 1. The Fire Protection District JCFA, in substantially the form submitted to this meeting and made a part hereof as though set forth in full herein, is hereby approved. The President of the Board of Directors, the Vice President of the Board of Directors, the Fire Chief/CEO of the Fire Protection District or his or her designee (each an "Authorized Officer") are, and each of them is, hereby authorized and directed, for and in the name of the Fire Protection District, to execute and deliver the Fire Protection District JCFA in the form presented to this meeting, with such changes, insertions and omissions as are approved by such Authorized Officers in consultation with Counsel to the Fire Protection District, such approval and consultation to be conclusively evidenced by such execution and delivery.

Section 2. The officers and employees of the Fire Protection District are, and each of them is, hereby authorized and directed, for and in the name of the Fire Protection District, to do any and all things and to execute and deliver any and all documents which they or any of them deem necessary or

NORTH COUNTY FIRE PROTECTION DISTRICT

RESOLUTION 2019-03



RESOLUTION OF THE BOARD OF DIRECTORS OF THE NORTH COUNTY FIRE PROTECTION DISTRICT, NORTH COUNTY FIRE PROTECTION DISTRICT, SAN DIEGO COUNTY, STATE OF CALIFORNIA, APPROVING THE EXECUTION AND DELIVERY OF A JOINT COMMUNITY FACILITIES AGREEMENT WITH THE COUNTY OF SAN DIEGO, IN CONNECTION WITH COMMUNITY FACILITIES DISTRICT NO. 2019-01 (MEADOWOOD) AND OTHER MATTERS RELATED THERETO

advisable in order to consummate the transactions contemplated by this Resolution and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution.

Section 3. All actions heretofore taken by the officers and employees of the Fire Protection District in connection with or related to any of the agreements or documents referred to herein, are hereby approved, confirmed and ratified.

Section 4. This Resolution shall take effect immediately upon its adoption.

Section 5. The Secretary of the Board of Directors shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

APPROVED, SIGNED and ADOPTED by the Board of Directors, North County Fire Protection District, County of San Diego, State of California, on this **22nd day of January, 2019**, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

Fred Luevano, 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 **22nd day of January, 2019**, and that the same now appears on record in the Board Secretary's office.

IN WITNESS THEREOF, I hereunto set my hand and affixed by official seal this **22nd day of January 2019**.

Loren Stephen-Porter, Board Secretary



JOINT COMMUNITY FACILITIES AGREEMENT

by and between

COUNTY OF SAN DIEGO

and

NORTH COUNTY FIRE PROTECTION DISTRICT

relating to

County of San Diego
Community Facilities District No. 2019-01
(Meadowood Maintenance)

JOINT COMMUNITY FACILITIES AGREEMENT

THIS JOINT COMMUNITY FACILITIES AGREEMENT (this "Agreement") is made and entered into as of _____, 2019, by and between COUNTY OF SAN DIEGO, a California county organized and existing under the laws of the State of California (the "County"), and NORTH COUNTY FIRE PROTECTION DISTRICT, an independent fire protection district duly organized and existing under the laws of the State of California ("NCFPD"), and relates to the formation by the County of a community facilities district known as County of San Diego Community Facilities District No. 2019-01 (Meadowood Maintenance) (the "Community Facilities District") for the purpose of financing, among other things, certain fire protection, suppression and emergency medical services to be provided by NCFPD from proceeds of the Special Tax C (as defined herein) to be levied within the Community Facilities District.

RECITALS:

A. The County is conducting proceedings under the Mello Roos Community Facilities Act of 1982, Chapter 2.5 (commencing with Section 53311) of Part 1 of Division 2 of Title 5 of the California Government Code (the "Act") in which it is considering the formation of the Community Facilities District to fund certain public services (the "Services").

B. The property described and depicted in Exhibit A hereto (the "Property") which is located in the County of San Diego, State of California, is the land within the boundaries of the Community Facilities District.

C. Certain of the Services will be provided by NCFPD, which relate to land within the County and are fire protection, suppression and emergency medical services described in Exhibit B hereto (the "Fire Protection Facilities and Services").

D. The County will conduct proceedings to form, and will have sole discretion and responsibility for the administration of, the Community Facilities District.

E. This Agreement constitutes a joint community facilities agreement, within the meaning of Section 53316.2 of the Act, by and between the County and NCFPD, pursuant to which the Community Facilities District will be authorized to finance the Fire Protection Facilities and Services.

F. As authorized by Section 53316.6 of the Act, NCFPD shall have responsibility for providing the Fire Protection Facilities and Services.

G. The County finds and determines that this Agreement would be beneficial to the residents of the County.

H. NCFPD finds and determines that this Agreement would be beneficial to the residents of NCFPD.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. Unless the context otherwise requires, the terms defined in this Article I shall have the meanings herein specified.

“**Act**” means the Mello-Roos Community Facilities Act of 1982, constituting Sections 53311 *et seq.* of the California Government Code, as amended.

“**Agreement**” means this Joint Community Facilities Agreement by and between the County and NCFPD, as originally executed or as the same may be amended from time to time in accordance with its terms.

“**County**” means the County of San Diego, a California county organized and existing under the laws of the State of California, and its successors.

“**County Representative**” means the person or persons designated as such in a certificate signed by the County and delivered to NCFPD, which certificate shall contain an original or specimen signature of each person so designated.

“**Community Facilities District**” means the County of San Diego Community Facilities District No. 2019-01 (Meadowood Maintenance), a community facilities district organized and existing under the laws of the State, and its successors.

“**Fire Protection Facilities and Services**” means certain Services which are fire protection facilities and services described in Exhibit B attached hereto.

“**NCFPD**” means North County Fire Protection District, a county fire protection district duly organized and existing under the laws of the State of California, and its successors and assigns.

“**MEADOWOOD FIRE CFD 19-01 C-SPECIAL TAX**” means the special revenue fund by that name which the County agrees to establish pursuant to Section 2.1 hereof.

“**NCFPD Representative**” means the person or persons designated as such in a certificate signed by NCFPD and delivered to the Community Facilities District and the County, which certificate shall contain an original or specimen signature of each person so designated.

“**Property**” means the real property located within the Community Facilities District described and depicted in Exhibit A attached hereto.

“Rate and Method” means the rate and method of apportionment of the Special Taxes approved by the qualified electors of the Community Facilities District.

“Services” means the services authorized to be funded by the Community Facilities District.

“Special Taxes” means the special taxes authorized to be levied within the Community Facilities District pursuant to the Act and the Rate and Method.

“Special Tax C” means that certain Special Tax authorized to be levied within the Community Facilities District pursuant to the Act and the Rate and Method to fund Fire Protection Facilities and Services, as further described in Resolution No. _____, the Rate and Method of Apportionment of Special Tax, as approved by the Board of Supervisors on February 27, 2019, a copy of which is on file with the Secretary of the Board of Directors of NCFPD and the Clerk of the Board of Supervisors of the County.

“State” means the State of California.

ARTICLE II

FORMATION AND ADMINISTRATION OF COMMUNITY FACILITIES DISTRICT

Section 2.1. Formation and Administration of Community Facilities District.

Pursuant to Government Code Section 53316.2, the County will conduct proceedings under the Act to form the Community Facilities District and to authorize the financing of the Services. The Fire Protection Facilities and Services are those certain Services described in Exhibit B, attached hereto and incorporated herein by this reference.

The County shall administer the Community Facilities District, including employing and paying all consultants, annually levying and collecting the Special Taxes, and complying with all State requirements appertaining to the proceedings. NCFPD will have no responsibility in that regard, and will not participate in nor be considered a participant in the proceedings respecting the Community Facilities District (other than as a party to this Agreement).

In the event the County completes formation of the Community Facilities District and becomes authorized to levy the Special Taxes, including Special Tax C, the County shall establish a separate fund on behalf of the Community Facilities District to be known as the "MEADOWOOD FIRE CFD 19-01 C- SPECIAL TAX" Fund. All Special Tax C revenues collected that are intended to be utilized to fund Fire Protection Facilities and Services shall be deposited in the MEADOWOOD FIRE CFD 19-01 C-SPECIAL TAX Fund. Any interest earned on this MEADOWOOD FIRE CFD 19-01 C-SPECIAL TAX Fund shall be used exclusively for North County Fire Protection Facilities and Services and shall be allocated and distributed to the MEADOWOOD FIRE CFD 19-01 C-SPECIAL TAX Fund. Upon requests by the District, NCFPD will be reimbursed from at least annually by MEADOWOOD FIRE CFD 19-01 C-SPECIAL TAX fund for NCFPD costs as noted in Exhibit B.

The County does not make any warranty, either express or implied, that the Community Facilities District will be formed or will be able to levy Special Taxes to fund the Services, including Special Tax C to fund the Fire Protection Facilities and Services, or that the Special Taxes levied will be sufficient for such purpose.

ARTICLE III

PROVISION OF FIRE PROTECTION FACILITIES AND SERVICES

Section 3.1. Provision of Fire Protection Facilities and Services. NCFPD hereby represents that it provides Fire Protection Facilities and Services to property within the Community Facilities District.

Section 3.2. Duty of NCFPD to Provide Fire Protection Facilities and Services. NCFPD agrees to fully administer, and to take full responsibility for, the provision of the Fire Protection Facilities and Services, and the County shall have no responsibility whatsoever in that regard. NCFPD shall apply amounts on deposit in the MEADOWOOD FIRE CFD 19-01 C-SPECIAL TAX Fund to fund the provision of the Fire Protection Facilities and Services. Under no circumstances will the County have any obligation for Fire Protection Facilities and Services beyond depositing Special Tax C revenues collected, if any, in the MEADOWOOD FIRE CFD 19-01 C-SPECIAL TAX Fund.

NCFPD acknowledges that it is represented by its own separate legal counsel in regard to the subject special tax proceedings and, in particular, to the provision of Fire Protection Facilities and Services. NCFPD accepts responsibility for and shall be responsible for identification of and for compliance with all applicable laws pertaining to the provision of Fire Protection Facilities and Services when it takes on this responsibility. The County makes no representation as to the applicability or inapplicability of any laws relating to the provision of Fire Protection Facilities and Services. NCFPD will neither seek to hold nor hold the County or the Community Facilities District liable, and pursuant to Section 4.3 hereof shall hold harmless and indemnify the County and the Community Facilities District, and each of their respective officers, officials and employees for any consequence of any failure by NCFPD to correctly determine the applicability of any such requirements to any contract it enters into, irrespective of whether the County or the Community Facilities District knew or should have known about the applicability of any such requirement. This paragraph shall apply with respect to any enforcement action, whether public or private, and whether brought by a public enforcement agency or by private civil litigation, against NCFPD, the County or the Community Facilities District with respect to the matters addressed by this Agreement and the provision of Fire Protection Facilities and Services.

Section 3.3. Annual Reporting for Fire Protection Facilities and Services. (a) In order to assist the Community Facilities District and the County with the filing of an annual report pursuant to California Government Code Section 50075.3, the preparation of an annual report pursuant to California Government Code Section 53343.1, and any future legislated reporting, NCFPD agrees to provide to the Community Facilities District and the County, no later than December 30 following the last day of the fiscal year (which fiscal year begins July 1 and ends June 30) for each fiscal year during which the Special Tax C is levied, the amount of Special Tax C revenues expended for Fire Protection Facilities and Services during the most recent fiscal year.

(b) In the event an annual report is requested by a person who resides in or owns property in the Community Facilities District pursuant to California Government Code Section 53343.1, NCFPD agrees to provide to the Community Facilities District and the County, within a

reasonable amount of time to permit the Community Facilities District and the County to comply with California Government Code Section 53343.1, any other information reasonably required for the Community Facilities District and the County to comply with the provisions of California Government Code Section 53343.1, including, but not limited to, the identification of the categories of each type of Fire Protection Facilities and Services funded during the most recent fiscal year, and certification that the Special Tax C revenues expended during the most recent fiscal year were applied only to the funding of Fire Protection Facilities and Services. In the event such report is requested, the County agrees to charge a fee for such report to reimburse the County, the Community Facilities District and NCFPD, as applicable, for the actual costs of preparing such report.

(c) The information to be provided by NCFPD pursuant to this Section may be provided together with, or provided as part of, any other annual report provided by NCFPD to the County.

ARTICLE IV

REPRESENTATIONS, WARRANTIES AND COVENANTS; INDEMNIFICATION; DAMAGES

Section 4.1. Representations, Warranties and Covenants of NCFPD. NCFPD makes the following representations, warranties and covenants for the benefit of the County:

(a) *Organization.* NCFPD represents and warrants that NCFPD is a local fire protection district duly organized and existing under the laws of the State of California.

(b) *Authority.* NCFPD represents and warrants that NCFPD has the power and authority to enter into this Agreement, and has taken all action necessary to cause this Agreement to be executed and delivered, and this Agreement has been duly and validly executed and delivered on behalf of NCFPD.

(c) *Binding Obligation.* NCFPD represents and warrants that this Agreement is a valid and binding obligation of NCFPD and is enforceable against NCFPD in accordance with its terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting or limiting the rights of contracting parties generally.

(d) *Fire Protection Facilities and Services.* NCFPD covenants that it will use its reasonable and diligent efforts to do all things which may be lawfully required of it in order to provide the Fire Protection Facilities and Services in accordance with this Agreement.

(e) *Compliance with Laws.* NCFPD covenants that it will not commit, suffer or permit any act to be done in connection with the provision of the Fire Protection Facilities and Services in violation of any law, ordinance, rule, regulation or order of any governmental authority or any covenant, condition or restriction affecting the Property.

(f) *Special Tax C Revenues; Annual Reporting.* NCFPD covenants to only use funds disbursed to it from the MEADOWOOD FIRE CFD 19-01 C-SPECIAL TAX Fund to fund the cost of NCFPD Services and to promptly provide annual reports in accordance with Section 3.3 of this Agreement.

(g) *Financial Records.* NCFPD covenants to maintain proper books of record and account for all Fire Protection Facilities and Services and all costs related thereto when Special Tax C is obtained to pay for Fire Protection Facilities and Services. NCFPD covenants that such accounting books will be maintained in accordance with generally accepted accounting principles, and will be available for inspection by the Community Facilities District and the County, and their respective agents, at any reasonable time during regular business hours on reasonable notice.

(h) *No Material Impediments.* NCFPD represents and warrants that to the best of its knowledge there is no material impediment to NCFPD's performance of its obligations under this Agreement.

(i) *Disbursement Requests.* Notwithstanding any other provision, the NCFPD covenants to provide invoices to request disbursement from Special Tax C Funds, which shall show the NCFPD expenditures for Fire Protection Facilities and Services within the CFD up to or in excess of the amount of the MEADOWOOD FIRE CFD 19-01 C-SPECIAL TAX fund. The CFD Administrator shall pay all invoices submitted by NCFPD for Fire Protection Facilities and Services up to the available funding. As it relates to the preceding sentence, the parties agree that any request from NCFPD to fund eligible fire and emergency medical service staffing costs may be provided in the form of Exhibit C attached hereto in-lieu of providing invoices. Such expenses shall be funded in arrears.

Section 4.2. Representations, Warranties and Covenants of the County. The County makes the following representations, warranties and covenants for the benefit of NCFPD:

(a) *Authority.* The County represents and warrants that the County has the power and authority to enter into this Agreement, and has taken all action necessary to cause this Agreement to be executed and delivered, and this Agreement has been duly and validly executed and delivered on behalf of the County.

(b) *Binding Obligation.* The County represents and warrants that this Agreement is a valid and binding obligation of the County and is enforceable against the County in accordance with its terms.

(c) *Deposit of Special Tax C Revenues.* In the event the County completes formation of the Community Facilities District and becomes authorized to levy the Special Taxes, including Special Tax C, the County represents and warrants that it will deposit all Special Tax C revenues collected into the MEADOWOOD FIRE CFD 19-01 C-SPECIAL TAX Fund and use such funds to reimburse the NCFPD.

Section 4.3. Indemnification. NCFPD agrees to protect, indemnify, defend and hold the Community Facilities District and the County, and their respective officers, employees and agents, and each of them, harmless from and against any and all claims, losses, expenses, suits, actions, decrees, judgments, awards, attorney's fees, and court costs (collectively, "Claims") which the Community Facilities District or the County, or their respective officers, employees and agents, or any combination thereof, may suffer or which may be sought against or recovered or obtained from the Community Facilities District or the County, or their respective officers, employees or agents, or any combination, thereof as a result of or by reason of or arising out of or in consequence of (a) the financing of the Fire Protection Facilities and Services, (b) the untruth or inaccuracy of any representation or warranty made by NCFPD in this Agreement, (c) any act or omission, negligent or otherwise, of NCFPD or any of its subcontractors, agents or anyone who is directly employed by NCFPD or any of its subcontractors, or agents, in any way connected with the provision of Fire Protection Facilities and Services, (d) this Agreement, (e) the validity or enforceability of this Agreement, or (e) the failure to comply with any law, regulation, ruling or court decision relating in any way to this Agreement or the Community Facilities District. If NCFPD fails to do so, the Community Facilities District and the County shall have the right, but not the obligation, to defend the same and charge all of the direct or

incidental costs of such defense, including any attorneys' fees or court costs, to and recover the same from NCFPD.

The foregoing indemnification shall not extend to any Claim against an indemnified party to the extent such Claim arises from (a) the willful misconduct or gross negligence of the Community Facilities District or the County, or their respective officers, employees or agents, or (b) a default hereunder by the County.

The provisions of this Section shall survive the termination of this Agreement.

Section 4.4. Remedies in General; Damages Limited. NCFPD acknowledges that the County would not have entered into this Agreement if it were to be liable in damages under or with respect to this Agreement. Any and all obligations of the County hereunder shall be payable only from proceeds of Special Tax C, to the extent such proceeds may become available. The County shall not have any pecuniary liability for any act or omission of the County, except as set forth in this Section. In no event will an act, or an omission or failure to act, by the County with respect to the levy of the Special Taxes, including Special Tax C, subject the County to pecuniary liability therefor.

In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement; provided, however, that the County shall not be liable in damages to NCFPD. In light of the foregoing, NCFPD covenants not to sue for or claim any damages for any alleged breach of, or dispute which arises out of, this Agreement, other than to compel deposit by the County of the amount of Special Tax C revenues collected into the MEADOWOOD FIRE CFD 19-01 C-SPECIAL TAX Fund and to promptly reimburse NCFPD for Fire Protection Facilities and Services in accordance with the provisions hereof.

ARTICLE V

MISCELLANEOUS

Section 5.1. Nature of Agreement. This Agreement shall constitute a joint community facilities agreement entered into pursuant to Sections 53316.2, 53316.4 and 53316.6 of the Act.

Section 5.2. Amendment and Assignment. This Agreement may be amended at any time but only in writing signed by each party hereto. Neither this Agreement nor the duties and obligations of NCFPD hereunder may be assigned without the written consent of the Community Facilities District and the County. The agreements and covenants included herein shall be binding on and inure to the benefit of any partners, permitted assigns, and successors-in-interest of the parties hereto.

Section 5.3. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the matters provided for herein and supersedes all prior agreements and negotiations between the parties with respect to the subject matter of this Agreement.

Section 5.4. Limitation of Rights. Nothing in this Agreement (either express or implied) is intended to confer upon any person or entity, other than the Community Facilities District, the County and NCFPD (and their respective successors and assigns), any rights, remedies, obligations or liabilities under or by reason of this Agreement.

Section 5.5. Notices. Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to either party shall be deemed to have been received when personally delivered or seventy two hours following deposit of the same in any United States Post Office in California, registered or certified, postage prepaid, addressed as follows:

County/

Community Facilities District:

County of San Diego
Department of _____

5510 Overland Avenue, Suite 210, MS 0383
San Diego, California 92123

Attn: _____

Phone: _____ Email: _____

NCFPD:

North County Fire Protection District
330 South Main Avenue
Fallbrook, California 92028
Attention: Stephen Abbott, Fire Chief/CEO
Phone: (760) 723-2012
Email: sabbott@ncfire.org

The County and NCFPD may designate, by notice in writing, any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 5.6. Exhibits. All exhibits attached hereto are incorporated into this Agreement by reference.

Section 5.7. Attorneys' Fees. In the event of the bringing of any action or suit by any part against any other part arising out of this Agreement, the part in whose favor final judgment shall be entered shall be entitled to recover from the losing party all costs and expenses of suit, including reasonable attorneys' fees.

Section 5.8. Severability. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

Section 5.9. Governing Law. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State.

Section 5.10. Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party hereto, or the failure by a party to exercise its rights upon the default of another party, shall not constitute a waiver of such party's right to insist and demand strict compliance by such other party with the terms of this Agreement thereafter.

Section 5.11. No Third Party Beneficiaries. No person or entity other than the Community Facilities District, when and if formed, shall be deemed to be a third party beneficiary hereof, and nothing in this Agreement (either express or implied) is intended to confer upon any person or entity, other than NCFPD, the County and the Community Facilities District (and their respective successors and assigns, exclusive of individual homebuyers), any rights, remedies, obligations or liabilities under or by reason of this Agreement.

Section 5.12. Singular and Plural; Gender. As used herein, the singular of any word includes the plural, and terms in any gender shall be deemed to include the masculine and feminine gender.

Section 5.13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute but one instrument.

Section 5.14. Effective Date. This Agreement shall take effect on the date of formation of the Community Facilities District.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written above.

COUNTY OF SAN DIEGO

By: _____
Name:
Title:

APPROVED AS TO FORM AND LEGALITY:

THOMAS E. MONTGOMERY
County Counsel

By: _____
Thomas L. Bosworth,
Senior Deputy County Counsel

**NORTH COUNTY FIRE PROTECTION
DISTRICT**

By: _____
Stephen Abbott,
Fire Chief/CEO

APPROVED AS TO FORM:

Robert H. James, Esq.,
District Counsel

**EXHIBIT A
DESCRIPTION OF PROPERTY**

The Property consists of the following San Diego County Assessor Parcel Nos.:

108-120-52
108-120-53
108-120-54
108-121-15
108-122-03
108-122-08
108-122-09
108-122-15
108-122-19
125-061-04
125-061-07
125-062-07

BOUNDARY MAP

[Reduced copy of Boundary Map]

EXHIBIT B
FIRE PROTECTION FACILITIES AND SERVICES

Fire protection, suppression, and emergency medical services of North County Fire Protection District, including but not limited to (i) the costs of contracting services, (ii) equipment, vehicles, ambulances and paramedics, fire apparatus, supplies, facilities (replacement and/or improvement and expansion of existing fire stations) and (iii) the salaries and benefits of staff that directly provide fire protection, suppression, and emergency medical and paramedic services.

It is expected that the services will be provided by the North County Fire Protection District, either with its own employees or by contract with third parties, or any combination thereof.

**EXHIBIT C
DISBURSEMENT REQUEST**

**Community Facilities District No. 2019-01
(Meadowood Maintenance)
of the County of San Diego**

The undersigned (“NCFPD”) hereby requests disbursement in the total amount of \$ _____ for the Fire Protection Facilities and Services (as defined in the Joint Community Facilities Agreement (the “JCFA”) by and among the County of San Diego (the “County”) and NCFPD described in Exhibit B to that Agreement), all as more fully described in **Attachment 1** hereto. In connection with this Disbursement Request, the undersigned hereby certifies, represents and warrants to the County as follows:

A. He/she) is a duly authorized representative or signatory of NCFPD, qualified to execute this Disbursement Request for payment on behalf of NCFPD and is knowledgeable as to the matters set forth herein.

B. The Fire Protection Facilities and Services that are the subject of this Disbursement Request are in accordance with the requirements of the JCFA.

C. This request for payment of the Fire Protection Facilities and Services has been calculated in conformance with the terms of the JCFA. All costs for which disbursement is requested hereby are eligible costs (as permitted in the JCFA).

D. NCFPD is in compliance with the terms and provisions of the JCFA.

I hereby declare under penalty of perjury that the above representations and warranties are true and correct.

NCFPD:

Dated: _____

EXAMPLE

ATTACHMENT 1

**North County Fire Protection District
Staffing Costs to Serve Meadowood Project**

Time Period Covered: _____

NCFPD Level of Service Standard:	1 Firefighter per 1,000 Persons
----------------------------------	---------------------------------

Total Residential Units in CFD No. 2019-01:	825	[1]
County of San Diego Persons per Household (a):	2.87	[2]
Total Persons generated by Project:	2,368	[3] = [1] x [2]
Required Firefighters:	2.37	[4] = [3] ÷ 1,000
NCFPD Average Cost per Position (b):	[\$150,000]	[5]
Total NCFPD Staffing Costs:	\$355,163	= [4] x [5]

Note: All expenses have been incurred in arrears.

Footnotes:

(a) Per U.S. Census Bureau Quick Facts: San Diego County.

(b) [NCFPD to cite source]

**RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX
COUNTY OF SAN DIEGO
COMMUNITY FACILITIES DISTRICT NO. 2019-01
(MEADOWOOD MAINTENANCE)**

A Special Tax as hereinafter defined shall be levied on all Assessor's Parcels within County of San Diego Community Facilities District No. 2019-01 (Meadowood Maintenance), ("CFD No. 2019-01"), other than Assessor's Parcels classified as Exempt Property as defined herein, and collected each Fiscal Year commencing in Fiscal Year 2019-2020, in an amount determined by the CFD Administrator through the application of the procedures described below. All of the real property within CFD No. 2019-01, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent, and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre or Acreage" means the land area of an Assessor's Parcel, expressed in acres, as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable Final Map, or functionally equivalent map or instrument recorded in the San Diego County Recorder's Office. The square footage of an Assessor's Parcel is equal to the Acreage multiplied by 43,560.

"Act" means the Mello-Roos Communities Facilities Act of 1982 as amended, being Chapter 2.5, Part 1, Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means the following actual or reasonably estimated expenses related to the administration of CFD No. 2019-01: the costs of determining the amount of the levy of Special Taxes, the collection of Special Taxes, including the expenses of collecting delinquencies and pursuing foreclosures, the payment of a proportional share of salaries and benefits of any County employee and County overhead whose duties are directly related to the administration of CFD No. 2019-01, fees and expenses for counsel, audits, costs associated with responding to public inquiries regarding CFD No. 2019-01, and any and all other costs incurred in connection with the administration of CFD No. 2019-01.

"Annual Escalation Factor" means an annual percentage change of two percent (2%).

"Assessor's Parcel" means a lot or parcel shown in an Assessor's Parcel Map with an assigned assessor's parcel number.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by assessor's parcel number.

"Assigned Special Tax" means the annual Special Tax described in Section D below.

"Backup Special Tax" means the Special Tax described in Section E below.

"Base Year" means Fiscal Year beginning July 1, 2019 and ending June 30, 2020.

"Boundary Map" means the map of the boundaries of CFD No. 2019-01 recorded in the San Diego County Recorder's Office.

"Building Permit" means a permit issued for new construction of a residential dwelling. For purposes of this definition, "Building Permit" shall not include permits for construction or

installation of retaining walls, grading, utility improvements, or other such improvements not intended for human habitation.

“CFD Administrator” means an official of the County, or designee thereof, responsible for determining the Special Tax Requirement for Services and providing for the levy and collection of the Special Taxes for CFD No. 2019-01.

“CFD No. 2019-01” means County of San Diego Community Facilities District No. 2019-01 (Meadowood Maintenance) established by the County Board under the Act.

“County” means the County of San Diego.

“County Board” means the Board of Supervisors of the County, acting as the legislative body of CFD No. 2019-01.

“County Services” means those authorized services provided by the County, including but not limited to, the maintenance of public trails, pathways, park and recreation facilities, and drainage facilities that may be funded by CFD No. 2019-01 pursuant to the Act.

“Developed Property” means an Assessor’s Parcel of Taxable Property for which a Building Permit was issued on or before May 1 preceding the Fiscal Year for which Special Taxes are being levied.

“Exempt Property” means all Assessor’s Parcels within CFD No. 2019-01 that are exempt from the Special Taxes pursuant to the Act or Section H herein.

“Final Map” means a Final Subdivision Map, lot line adjustment, or any other map functionally considered to be an equivalent development map that has been recorded in the San Diego County Recorder’s Office.

“Final Subdivision Map” means a subdivision of property creating single family residential buildable lots by recordation of a final subdivision map or parcel map pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.), or recordation of a condominium plan pursuant to California Civil Code Section 4285, that creates individual lots for which building permits may be issued without further subdivision and is recorded prior to May 1 preceding the Fiscal Year in which the Special Tax is being levied.

“Flood Control District” means the San Diego County Flood Control District.

“Flood Control Services” means those authorized services provided by the Flood Control District, including but not limited to, detention and retention basins, biofiltration basins, storm drain pipes, storm water treatment devices, and appurtenant facilities and improvements, including a proportionate amount of salaries of Flood Control District employees and a proportionate amount of the Flood Control District’s general administrative overhead related thereto that may be funded by CFD No. 2019-01 pursuant to the Act, as amended.

“Fire Facilities and Services” means those authorized facilities and services provided by North County Fire Protection District, including but not limited to: the cost of contracting services, equipment, vehicles, ambulances, paramedics, fire apparatus, supplies, facilities (replacement and/or improvement and expansion of existing fire stations), and the salaries and benefits of staff that directly provide fire protection, suppression and emergency medical and paramedic services that may be funded by CFD No. 2019-01 pursuant to the Act, as amended.

“Fiscal Year” means the period commencing on July 1 of any year and ending the following June 30.

“Land Use Type” means any of the land use types listed in Table 1 through 9 below.

“Maximum Special Tax A” means the maximum Special Tax A determined in accordance with Section C, which may be levied in any Fiscal Year on an Assessor’s Parcel of Taxable Property.

“Maximum Special Tax B” means the maximum Special Tax B determined in accordance with Section C, which may be levied in any Fiscal Year on an Assessor’s Parcel of Taxable Property.

“Maximum Special Tax C” means the maximum special Tax C determined in accordance with Section C, which may be levied in any Fiscal Year on an Assessor’s Parcel of Taxable Property.

“Multi-Family Residential Property” or “MFR Property” means all Assessor’s Parcels of Developed Property for which a Building Permit has been issued for purposes of constructing a residential structure consisting of two or more residential units that share common walls, including, but not limited to, duplexes, triplexes, town homes, condominiums, and apartment units. For the purposes of this definition, residential structures built in connection with the recordation of a condominium plan pursuant to California Civil Code 4285, irrespective of whether or not such units share common walls, will be classified as MFR Property.

“Property Owner Association Property” means for each Fiscal Year any property within the boundaries of CFD No. 2019-01 that was owned by, or irrevocably dedicated as indicated in an instrument recorded with the County Recorder to a property owner association, including any master or sub-association, as of May 1.

“Proportionately” means:

- For Developed Property, the ratio of the actual Special Tax A levied on Developed Property to the Maximum Special Tax A for Developed Property is equal for all Residential Units of Developed Property, and the ratio of the actual Special Tax B levied on Developed Property to the Maximum Special Tax B for Developed Property is equal for all Residential Units of Developed Property; or where the Developed Backup Special Tax A is being levied, the ratio of the actual Special Tax A levied on Developed Property to the Backup Special Tax A for Developed Property is equal for all Residential Units of Developed Property subject to the Developed Backup Special Tax A; or where the Developed Backup Special Tax B is being levied, the ratio of the actual Special Tax B levied on Developed Property to the Backup Special Tax B for Developed Property is equal for all Residential Units of Developed Property subject to the Developed Backup Special Tax B.
- For Undeveloped Property, the ratio of the actual Special Tax A levied on Undeveloped Property to the Maximum Special Tax A for Undeveloped Property is equal for all Acres of Undeveloped Property, and the ratio of the actual Special Tax B levied on Undeveloped Property to the Maximum Special Tax B for Undeveloped Property is equal for all Acres of Undeveloped Property; or where the Undeveloped Backup Special Tax A is being levied, the ratio of the actual Special Tax A levied on Undeveloped Property to the Undeveloped Backup Special Tax A for Undeveloped Property is equal for all Acres of Undeveloped Property subject to the Undeveloped Backup Special Tax A; or where the Undeveloped Backup Special Tax B is being levied, the ratio of the actual Special Tax B levied on Undeveloped Property to the Undeveloped Backup Special Tax B for Undeveloped Property is equal for all Acres of Undeveloped Property subject to the Undeveloped Backup Special Tax B.

“Public Property” means any property that is owned by, dedicated or irrevocably dedicated to a city, the federal government, the State of California, the County, or any other public agency (each, a “Public Entity”); provided, however, that if any such property is leased by such a Public Entity to a private entity and is thereby subject to taxation pursuant to Section 53340.1 of the Act, such leasehold estate shall be classified and taxed according to the use thereof.

“Residential Property” means all Assessor’s Parcels of Developed Property within CFD No. 2019-01 for which a Building Permit has been issued for purposes of constructing one or more Residential Unit(s).

“Residential Unit” means any residence in which a person or persons may live, which is not considered to be used for non-residential purposes.

“Single-Family Residential Property” or “SFR Property” means an Assessor’s Parcel classified as Developed Property for which a Building Permit(s) has been issued for purposes of constructing a single-family residential dwelling unit. For purposes of this definition, condominiums are not classified as SFR Property.

“Special Tax” means, Special Tax A, Special Tax B, and/or Special Tax C, as applicable.

“Special Tax A” means the special tax authorized to be levied within CFD No. 2019-01 pursuant to the Act, to fund the Special Tax Requirement for County Services.

“Special Tax B” means the special tax authorized to be levied within CFD No. 2019-01 pursuant to the Act, to fund the Special Tax Requirement for Flood Control Services.

“Special Tax C” means the special tax authorized to be levied within CFD No. 2019-01 pursuant to the Act, to fund Fire Facilities and Services.

“Special Tax Requirement for County Services” means the amount, as determined by the CFD Administrator, for any Fiscal Year to: (i) pay the costs of providing County Services during such Fiscal Year, (ii) pay Administrative Expenses associated with Special Tax, (iii) pay incidental expenses related to County Services as authorized pursuant to the Act, (iv) fund an amount equal to a reasonable estimate of delinquencies expected to occur in the Fiscal Year in which Special Tax A will be levied (“Estimated Special Tax Delinquency Amount”), (v) fund an operating reserve for the costs of County Services as determined by the CFD Administrator to the extent the inclusion of such amount does not increase the Special Tax A levy on Undeveloped Property, and (vi) fund the shortfall, if any, in the Special Tax A revenues collected in the preceding Fiscal Year necessary to fund the Special Tax Requirement for County Services, where the shortfall resulted from delinquencies in the payment of Special Taxes that exceeded the Estimated Special Tax Delinquency Amount included in the Special Tax Requirement for County Services.

“Special Tax Requirement for Flood Control Services” means the amount, as determined by the CFD Administrator, for any Fiscal Year to: (i) pay the costs of providing Flood Control Services during such Fiscal Year, (ii) pay incidental expenses related to Flood Control Services as authorized pursuant to the Act, (iii) fund an amount equal to a reasonable estimate of delinquencies expected to occur in the Fiscal Year in which Special Tax B will be levied (“Estimated Special Tax Delinquency Amount”), (iv) fund an operating reserve for the costs of Flood Control Services as determined by the CFD Administrator to the extent the inclusion of such amount does not increase the Special Tax B levy on Undeveloped Property, and (v) fund the shortfall, if any, in the Special Tax B revenues collected in the preceding Fiscal Year necessary to fund the Special Tax Requirement for Flood Control Services, where the shortfall resulted from delinquencies in the payment of Special Taxes that exceeded the Estimated Special Tax Delinquency Amount included in the Special Tax Requirement for Flood Control Services.

“Taxable Property” means all Assessor’s Parcels within the boundaries of CFD No. 2019-01 that are within a Zone and not exempt from the Special Tax pursuant to the Act or Section H.

“Undeveloped Property” means an Assessor’s Parcel of Taxable Property for which a Building Permit has not been issued on or before May 1 preceding the Fiscal Year for which Special Taxes are being levied.

“Zone” means Zone 1, Zone 2, Zone 3, Zone 4, Zone 5, Zone 6, as applicable.

“**Zone 1**” means the specific geographic area within CFD No. 2019-01 as depicted on the Boundary Map and as described in Exhibit A herein.

“**Zone 2**” means the specific geographic area within CFD No. 2019-01 as depicted on the Boundary Map and as described in Exhibit A herein.

“**Zone 3**” means the specific geographic area within CFD No. 2019-01 as depicted on the Boundary Map and as described in Exhibit A herein.

“**Zone 4**” means the specific geographic area within CFD No. 2019-01 as depicted on the Boundary Map and as described in Exhibit A herein.

“**Zone 5**” means the specific geographic area within CFD No. 2019-01 as depicted on the Boundary Map and as described in Exhibit A herein.

“**Zone 6**” means the specific geographic area within CFD No. 2019-01 as depicted on the Boundary Map and as described in Exhibit A herein.

B. CLASSIFICATION OF ASSESSOR’S PARCELS

Each Fiscal Year, beginning with Fiscal Year 2019-2020, using the definitions above, each Assessor’s Parcel within CFD No. 2019-01 shall be classified by the CFD Administrator as Taxable Property or Exempt Property. In addition, each such Fiscal Year, each Assessor’s Parcel of Taxable Property shall be further classified by the CFD Administrator as Developed Property or Undeveloped Property. Lastly, each such Fiscal Year, each Assessor’s Parcel of Developed Property shall be further classified by the CFD Administrator as SFR Property or MFR Property. Commencing with Fiscal Year 2019-2020 and for each subsequent Fiscal Year, all Taxable Property shall be subject to the levy of Special Taxes pursuant to Section C below.

In the event an Assessor’s Parcel of Taxable Property lies partially within two or more Zones, it shall be taxed by CFD No. 2019-01 according to the Zone in which the majority of the Acreage of such Assessor’s Parcel lies.

Further, it should be noted that the entirety of the property located within Zone 2 is reserved as a school site pursuant to County of San Diego Vesting Tentative Map No. 5354 RPL⁴. Should all or a portion of the property in Zone 2 be acquired by a school district (or other public agency) and meets the definition of “Public Property” herein, such property shall be exempt from the levy of Special Taxes pursuant to Section H. If the property in Zone 2 is not acquired by the school district, it may be developed with Residential Units pursuant to underlying residential land use entitlements.

C. MAXIMUM ANNUAL SPECIAL TAXES

1. Developed Property

Each Fiscal Year commencing in the Base Year, each Assessor’s Parcel of Developed Property shall be subject to Special Tax A, Special Tax B, and Special Tax C.

The **Maximum Special Tax A** for each Assessor’s Parcel classified as Developed Property in any Fiscal Year shall be the amount determined by the greater of (i) the application of the Assigned Special Tax set forth in Section D.1 or (ii) the application of the Developed Backup Special Tax set forth in Section E.1.

The **Maximum Special Tax B** for each Assessor’s Parcel classified as Developed Property in any Fiscal Year shall be the amount determined by the greater of (i) the application of the

Assigned Special Tax set forth in Section D.1 or (ii) the application of the Developed Backup Special Tax set forth in Section E.3.

The **Maximum Special Tax C** for each Assessor's Parcel classified as Developed Property in any Fiscal Year shall be the amount set forth in Table 1 below

TABLE 1
DEVELOPED PROPERTY
BASE YEAR MAXIMUM SPECIAL TAX C RATES FOR ALL ZONES

Land Use Type	Maximum Special Tax C
SFR Property	\$283 per Residential Unit
MFR Property	\$195 per Residential Unit

For each subsequent Fiscal Year following the Base Year, the Maximum Special Tax C rate shall be increased from the Maximum Special Tax C rate in effect for the prior Fiscal Year by the Annual Escalation Factor.

2. Undeveloped Property

Each Fiscal Year commencing in the Base Year, each Assessor's Parcel classified as Undeveloped Property shall be subject to Special Tax A and Special Tax B.

The **Maximum Special Tax A** for each Assessor's Parcel classified as Undeveloped Property in any Fiscal Year shall be the amount determined by the greater of (i) the application of the Assigned Special Tax set forth in Section D.2 or (ii) the application of the Undeveloped Backup Special Tax set forth in Section E.2.

The **Maximum Special Tax B** for each Assessor's Parcel classified as Undeveloped Property in any Fiscal Year shall be the amount determined by the greater of (i) the application of the Assigned Special Tax set forth in Section D.2 or (ii) the application of the Undeveloped Backup Special Tax set forth in Section E.4.

Undeveloped Property is not subject to the levy of **Special Tax C**.

3. Multiple Land Uses

In some instances, an Assessor's Parcel may contain both Undeveloped Property and Developed Property. Furthermore, Developed Property may contain more than one Land Use Type.

In such cases, the Acreage of the Assessor's Parcel shall be allocated between Developed Property and Undeveloped Property based the portion of the Assessor's Parcel for which building permits had been issued prior to May 1 of the prior Fiscal Year and portion of the Assessor's Parcel for which building permits had not been issued prior to May 1 of the prior Fiscal Year. The Acreage that is considered Developed Property shall be allocated between SFR Property and MFR Property based on the applicable Final Map or site plan. The

Maximum Special Tax A and Maximum Special Tax B that can be levied on such Assessor's Parcel shall be the sum of the Maximum Special Tax A and Maximum Special Tax B, respectively, that can be levied on each type of property located on that Assessor's Parcel.

The CFD Administrator's allocation to each type of property shall be final.

D. ASSIGNED SPECIAL TAXES

1. Developed Property

For each Zone, the original number of planned Residential Units as well as the Assigned Special Tax A and Assigned Special Tax B for Developed Property for the Base Year are shown below in Tables 2 through 8 below.

**TABLE 2
DEVELOPED PROPERTY
ASSIGNED SPECIAL TAX A AND ASSIGNED SPECIAL TAX B
BASE YEAR RATES FOR ZONE 1**

Land Use Type	Original Number of Planned Residential Units	Assigned Special Tax A	Assigned Special Tax B
SFR Property	52	\$609 per Residential Unit	\$342 per Residential Unit
MFR Property	N/A	N/A	N/A

**TABLE 3
DEVELOPED PROPERTY
ASSIGNED SPECIAL TAX A AND ASSIGNED SPECIAL TAX B
BASE YEAR RATES FOR ZONE 2**

Land Use Type	Original Number of Planned Residential Units	Assigned Special Tax A	Assigned Special Tax B
SFR Property	42*	\$609 per Residential Unit	\$342 per Residential Unit
MFR Property	N/A	N/A	N/A

*Assumes the property is not acquired by school district.

**TABLE 4
DEVELOPED PROPERTY
ASSIGNED SPECIAL TAX A AND ASSIGNED SPECIAL TAX B
BASE YEAR RATES FOR ZONE 3**

Land Use Type	Original Number of Planned Residential Units	Assigned Special Tax A	Assigned Special Tax B
SFR Property	49	\$609 per Residential Unit	\$342 per Residential Unit
MFR Property	N/A	N/A	N/A

**TABLE 5
DEVELOPED PROPERTY
ASSIGNED SPECIAL TAX A AND ASSIGNED SPECIAL TAX B
BASE YEAR RATES FOR ZONE 4**

Land Use Type	Original Number of Planned Residential Units	Assigned Special Tax A	Assigned Special Tax B
SFR Property	N/A	N/A	N/A
MFR Property	352	\$457 per Residential Unit	\$256 per Residential Unit

**TABLE 6
DEVELOPED PROPERTY
ASSIGNED SPECIAL TAX A AND ASSIGNED SPECIAL TAX B
BASE YEAR RATES FOR ZONE 5**

Land Use Type	Original Number of Planned Residential Units	Assigned Special Tax A	Assigned Special Tax B
SFR Property	241	\$609 per Residential Unit	\$342 per Residential Unit
MFR Property	N/A	N/A	N/A

**TABLE 7
DEVELOPED PROPERTY
ASSIGNED SPECIAL TAX A AND ASSIGNED SPECIAL TAX B
BASE YEAR RATES FOR ZONE 6**

Land Use Type	Original Number of Planned Residential Units	Assigned Special Tax A	Assigned Special Tax B
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SFR Property	131	\$609 per Residential Unit	\$342 per Residential Unit
MFR Property	N/A	N/A	N/A

For each subsequent Fiscal Year following the Base Year, Assigned Special Tax A and Assigned Special Tax B rates for each zone shall be increased from the Assigned Special Tax A and Assigned Special Tax B rates for each zone in effect for the prior Fiscal Year by the Annual Escalation Factor.

2. Undeveloped Property

For each Zone, the Assigned Special Tax A and Assigned Special Tax B for the Base Year and the original anticipated taxable Acreage is shown in Table 9. There shall be no levy of Special Tax C on Undeveloped Property.

**TABLE 9
UNDEVELOPED PROPERTY
BASE YEAR
ASSIGNED SPECIAL TAX A AND
ASSIGNED SPECIAL TAX B RATES**

Zone	Land Use Type	Original Taxable Acreage	Assigned Special Tax A	Assigned Special Tax B
Zone 1	Undeveloped Property	3.22	\$9,824 per Acre	\$5,516 per Acre
Zone 2	Undeveloped Property	2.65*	\$9,663 per Acre	\$5,426 per Acre
Zone 3	Undeveloped Property	3.14	\$9,507 per Acre	\$5,339 per Acre
Zone 4	Undeveloped Property	19.27	\$8,341 per Acre	\$4,684 per Acre
Zone 5	Undeveloped Property	28.83	\$5,090 per Acre	\$2,858 per Acre
Zone 6	Undeveloped Property	19.24	\$4,145 per Acre	\$2,328 per Acre

*Assumes the property is not acquired by school district.

For each subsequent Fiscal Year following the Base Year, Assigned Special Tax A and Assigned Special Tax B rates for each zone shall be increased from the Assigned Special Tax A and Assigned Special Tax B rates for each zone in effect for the prior Fiscal Year by the Annual Escalation Factor.

3. Exempt Property

No Special Tax shall be levied on Exempt Property as defined in Section H.

For each Fiscal Year, if the use or ownership of an Assessor's Parcel of Exempt Property changes so that such Assessor's Parcel is no longer classified as one of the uses set forth in Section H, therefore making such Assessor's Parcel no longer eligible to be classified as Exempt Property, such Assessor's Parcel shall be deemed to be Taxable Property and shall be taxed pursuant to the provisions of Section C and Section D.

E. BACKUP SPECIAL TAX

If a Final Map is subsequently changed, modified, or superseded by a new or amended recorded Final Map, and only if the CFD Administrator determines such a change or modification results in a decrease in the number of planned Residential Units, or a reduction in taxable Acreage within such new Final Map, from those shown in Tables 1 through 9 (as applicable), then for all subsequent Fiscal Years, the Backup Special Tax A shall be calculated pursuant to sections E.1 and E.2 below and the Backup Special Tax B shall be calculated pursuant to sections E.3 and E.4 below.

1. Developed Backup Special Tax A

The Developed Backup Special Tax A for Developed Property within the Final Map shall be the Special Tax per Residential Unit calculated according to the following formula:

SFR Property:

$$\text{Developed Backup Special Tax per Residential Unit} = \frac{(A_{\text{SFR}} \times B_{\text{SFR}})}{C_{\text{SFR}}}$$

MFR Property:

$$\text{Developed Backup Special Tax per Residential Unit} = \frac{(A_{\text{MFR}} \times B_{\text{MFR}})}{C_{\text{MFR}}}$$

Where:

A = Assigned Special Tax A per Residential Unit for the applicable Zone

B = Original number of planned Residential Units within such Final Map

C = Amended Number of Total Residential Units within such Final Map

For each subsequent Fiscal Year following the Base Year, Developed Backup Special Tax A rates shall be increased from the Developed Backup Special Tax A rates in effect for the prior Fiscal Year by the Annual Escalation Factor.

2. Undeveloped Backup Special Tax A

Each Fiscal Year commencing in the Base Year, each Assessor's Parcel of Undeveloped Property shall be subject to an Undeveloped Backup Special Tax A. The Undeveloped Backup Special Tax A for Undeveloped Property within the Final Map shall be the amount per Acre calculated according to the following formula:

$$\text{Undeveloped Backup Special Tax per Acre} = (W \times Y)/Z$$

Where:

W = Assigned Special Tax A per Acre for the applicable Zone

Y = Original Taxable Acreage within such Final Map

Z = Amended Taxable Acreage within such Final Map

For each subsequent Fiscal Year following the Base Year, the Undeveloped Backup Special Tax A shall be increased from the Backup Special Tax A rates in effect for the prior Fiscal Year by the Annual Escalation Factor.

3. Developed Backup Special Tax B

The Developed Backup Special Tax B for Developed Property within the Final Map shall be the Special Tax per Residential Unit calculated according to the following formula:

SFR Property:

Developed Backup Special Tax per Residential Unit =

$$(D_{SFR} \times B_{SFR}) / C_{SFR}$$

MFR Property:

Developed Backup Special Tax per Residential Unit =

$$(D_{MFR} \times B_{MFR}) / C_{MFR}$$

Where:

D = Assigned Special Tax B per Residential Unit for the applicable Zone

B = Original number of planned Residential Units within such Final Map

C = Amended Number of Total Residential Units within such Final Map.

For each subsequent Fiscal Year following the Base Year, Developed Backup Special Tax B rates shall be increased from the Developed Backup Special Tax B rates in effect for the prior Fiscal Year by the Annual Escalation Factor.

4. Undeveloped Backup Special Tax B

Each Fiscal Year commencing in the Base Year, each Assessor's Parcel of Undeveloped Property shall be subject to an Undeveloped Backup Special Tax B. The Undeveloped Backup Special Tax B for Undeveloped Property within the Final Map shall be the amount per Acre calculated according to the following formula:

Undeveloped Backup Special Tax per Acre = (X x Y)/Z

Where:

X = Assigned Special Tax B per Acre for the applicable Zone

Y = Original Taxable Acreage within such Final Map

Z = Amended Taxable Acreage within such Final Map

For each subsequent Fiscal Year following the Base Year, the Undeveloped Backup Special Tax B shall be increased from the Backup Special Tax B rates in effect for the prior Fiscal Year by the Annual Escalation Factor.

F. METHOD OF APPORTIONMENT OF SPECIAL TAX

1. Special Tax A

Commencing in the Base Year and for each subsequent Fiscal Year, the CFD Administrator shall levy Special Tax A on all Taxable Property until the total amount of Special Tax A levied equals the Special Tax Requirement for County Services in accordance with the following steps:

Step One: The Special Tax A shall be levied Proportionately on each Assessor's Parcel of Developed Property up to 100% of the applicable Assigned Special Tax A to satisfy the Special Tax Requirement for County Services.

Step Two: If additional monies are needed to satisfy the Special Tax Requirement for County Services after the first step has been completed, the Special Tax A shall be levied Proportionately on each Acre of Undeveloped Property up to 100% of the applicable Assigned Special Tax A for Undeveloped Property as needed to satisfy the Special Tax Requirement for County Services.

Step Three: If additional monies are needed to satisfy the Special Tax Requirement for County Services after the first two steps have been completed, and if a changed or amended Final Map has been recorded that necessitates the calculation of a Backup Special Tax, then for each Assessor's Parcel of Developed Property whose Maximum Special Tax is equal to the Backup Special Tax, those parcels' Special Tax shall be increased Proportionately up to 100% of the Backup Special Tax as needed to satisfy the Special Tax Requirement for County Services.

Step Four: If additional monies are needed to satisfy the Special Tax Requirement for County Services after the first three steps have been completed, and if a changed or amended Final Map has been recorded that necessitates the calculation of a Backup Special Tax, then for each Assessor's Parcel of Undeveloped Property whose Maximum Special Tax is equal to the Backup Special Tax, those parcels' Special Tax shall be increased Proportionately up to 100% of the Backup Special Tax as needed to satisfy the Special Tax Requirement for County Services.

2. Special Tax B

Commencing in the Base Year and for each subsequent Fiscal Year, the CFD Administrator shall levy Special Tax B on all Taxable Property until the total amount of Special Tax B levied equals the Special Tax Requirement for Flood Control Services in accordance with the following steps:

Step One: The Special Tax B shall be levied Proportionately on each Assessor's Parcel of Developed Property up to 100% of the applicable Assigned Special Tax B to satisfy the Special Tax Requirement for Flood Control Services.

Step Two: If additional monies are needed to satisfy the Special Tax Requirement for Flood Control Services after the first step has been completed, the Special Tax B shall be levied Proportionately on each Acre of Undeveloped Property up to 100% of the applicable Assigned Special Tax B for Undeveloped Property as needed to satisfy the Special Tax Requirement for Flood Control Services.

Step Three: If additional monies are needed to satisfy the Special Tax Requirement for

Flood Control Services after the first two steps have been completed, and if a changed or amended Final Map has been recorded that necessitates the calculation of a Backup Special Tax, then for each Assessor's Parcel of Developed Property whose Maximum Special Tax is equal to the Backup Special Tax, those parcels' Special Tax shall be increased Proportionately up to 100% of the Backup Special Tax as needed to satisfy the Special Tax Requirement for Flood Control Services.

Step Four: If additional monies are needed to satisfy the Special Tax Requirement for Flood Control Services after the first three steps have been completed, and if a changed or amended Final Map has been recorded that necessitates the calculation of a Backup Special Tax, then for each Assessor's Parcel of Undeveloped Property whose Maximum Special Tax is equal to the Backup Special Tax, those parcels' Special Tax shall be increased Proportionately up to 100% of the Backup Special Tax as needed to satisfy the Special Tax Requirement for Flood Control Services.

3. Special Tax C

Commencing in the Base Year and for each subsequent Fiscal Year, the CFD Administrator shall levy a Special Tax C on all Developed Property of CFD No. 2019-01 in an amount equal to 100% of the applicable Maximum Special Tax C to fund Fire Facilities and Services.

There shall be no levy of Special Tax C on Undeveloped Property.

Notwithstanding any provision of this Section F to the contrary, under no circumstances will the Special Tax A, Special Tax B, or Special Tax C levied in any Fiscal Year against any Assessor's Parcel of Residential Property for which an occupancy permit for private residential use has been issued be increased as a result of a delinquency or default in the payment of Special Taxes applicable to any other Assessor's Parcel within CFD No. 2019-01 by more than ten percent (10%) above what would have been levied in the absence of such delinquencies or defaults.

G. PREPAYMENT OF SPECIAL TAX

1. Special Tax A

Special Tax A is levied for the purpose of financing ongoing County Services and therefore may not be prepaid.

2. Special Tax B

Special Tax B is levied for the purpose of financing ongoing Flood Control Services and therefore may not be prepaid.

3. Special Tax C

Special Tax C is levied for the purpose of financing ongoing Fire Facilities and Services and therefore may not be prepaid.

H. EXEMPTIONS

The County Board shall classify as Exempt Property: (i) Public Property, (ii) Property Owner Association Property, (iii) Assessor's Parcels with public or utility easements making impractical their utilization for other than the purposes set forth in the easement, including but not limited to property

designated for drainage, open space, trails, pathways, parks or park and recreation related facilities, (iv) property reasonably designated by the County or CFD Administrator as Exempt Property due to deed restrictions, conservation easement, or similar factors, and (v) property not located within a Zone.

I. APPEALS

Any property owner claiming that the amount or application of the Special Tax A, Special Tax B, or Special Tax C is not correct may file a written notice of appeal with the CFD Administrator not later than twelve months after having paid the first installment of the Special Tax A, Special Tax B, or Special Tax C that is disputed. The CFD Administrator shall promptly review the appeal, and if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax A, Special Tax B, or Special Tax C, and rule on the appeal. If the decision of the CFD Administrator requires that the Special Tax A, Special Tax B, or Special Tax C for an Assessor's Parcel be modified or changed in favor of the property owner, a cash refund shall not be made but an adjustment shall be made to the Special Tax A, Special Tax B, and/or Special Tax C on that Assessor's Parcel in the subsequent Fiscal Year(s) to compensate for the overpayment of Special Tax A, Special Tax B, and/or Special Tax C.

J. MANNER OF COLLECTION

The annual Special Taxes shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that the Special Taxes may be billed and collected at a different time or in a different manner if necessary to meet the financial obligations of CFD No. 2019-01.

K. INTERPRETATION, APPLICATION, AND AMENDMENTS

The County Board or designee thereof shall interpret this Rate and Method of Apportionment of Special Tax ("RMA") for purposes of clarifying any ambiguities and make determinations relative to the administration of the Special Taxes and any landowner appeals. The decision of the County Board or designee shall be final.

Without County Board approval, the CFD Administrator may make minor, non-substantive administrative and technical changes to the provisions of this RMA that do not materially affect the rate, method of apportionment, or manner of collection of the Special Taxes for purposes of administrative efficiency or convenience or to comply with new applicable federal, state, or local law.

Further, it may become necessary to amend this RMA and/or Boundary to address changes made to County of San Diego Vesting Tentative Tract Map No. 5354 RPL⁴ (or a related Final Map) and/or associated public facilities engineering plans, subsequent to the date CFD No. 2019-01 was established. In such case, upon written request of an owner (or owners) of land in CFD No. 2019-01 that is not a Developed Property, the County may amend this RMA and/or the Boundary Map, in any manner acceptable to the County, without Resolution or Ordinance of the County Board, in order to effectuate changes to Special Taxes or Zone boundaries, upon the affirmative written consent of such owner(s) and without the noticing or consent of owners of any other parcels in CFD No. 2019-01, provided such amendment (i) **only affects the requesting owner's parcel(s) and** (ii) does not add or remove territory from the boundaries of CFD No. 2019-01. A certificate in substantially the form attached hereto as Exhibit B shall be used for purposes of effectuating any such amendments pursuant to this paragraph. The amendments permitted pursuant to this paragraph shall be reflected in an amended Notice of Special Tax Lien and/or amended Boundary Map, as applicable, which the County shall cause to be recorded. The property owner(s) that requested the amendment shall bear the costs to prepare and record the required documents. Prior to approval of an amendment pursuant to this

paragraph, the County may require a deposit from the requesting property owner(s) for the estimated costs to carry out the amendment.

L. TERM OF SPECIAL TAXES

Taxable Property shall remain subject to the Special Tax A, Special Tax B, and Special Tax C in perpetuity or until the County Board takes appropriate actions to terminate the Special Tax A, Special Tax B, and/or Special Tax C pursuant to the Act.

EXHIBIT A

Legal Description of Each Zone

Those portions of Fractional Section 36, Township 9 South, Range 3 West, San Bernardino Base and Meridian, in the County of San Diego, state of California, according to the Official Plat thereof, together with a portion of Rancho Monserate, according to Map No. 827 on File in the Office of the Recorder of San Diego County, also being described as Parcels 1A and 2A in Grant Deed to Pardee Homes per Document No. 2007-0673087, recorded October 19, 2007 of Official Records of said County, and as shown on Record of Survey No. 21755, filed June 27, 2014 in the Office of said County Recorder, more particularly described as follows:

ZONE 1

Commencing at the Southwest corner of said Parcel 2A, also being the Southeast corner of County of San Diego Tract No. 5338-2, according to Map thereof No. 16183, recorded March 28, 2017 of Official Records of said County;

Thence along the Westerly boundary of said Parcel 2A North 03°49'37" West 962.73 feet to the **Point of Beginning**;

Thence continuing along said Westerly boundary North 03°49'37" West 1,517.28 feet to an angle point in said Westerly boundary and the centerline of Horse Ranch Creek Road per Document No. 2011-0017038, recorded January 10, 2011 of Official Records of said County, said point herein referred to as **Point 'A'**;

Thence leaving said Westerly line and along said centerline South 26°41'44" East 6.11 feet to the beginning of a tangent 2,400.00-foot radius curve concave Northeasterly;

Thence Southeasterly along the arc of said curve through a central angle of 04°36'29" a distance of 193.02 feet;

Thence South 31°18'13" East 738.84 feet to the beginning of a tangent 1,900.00-foot radius curve concave Southwesterly;

Thence Southeasterly along the arc of said curve through a central angle of 06°17'59" a distance of 208.91 feet to the Easterly boundary of said Parcel 2A;

Thence leaving said centerline and along said Easterly boundary South 10°40'09" East 21.07 feet to the beginning of a tangent 230.00-foot radius curve concave Easterly;

Thence Southeasterly along the arc of said curve through a central angle of 11°26'50" a distance of 45.95 feet;

Thence South 22°06'59" East 168.01 feet;

Thence leaving said Easterly boundary South 72°05'12" West 105.67 feet to the beginning of a 1,200.00 radius tangent curve concave Southeasterly;

Thence Southwesterly along the arc of said curve through a central angle of 25°35'25" a distance of 535.96 feet to the **Point of Beginning**.

Said parcel contains 445,511 square feet or 10.23 acres, more or less.

ZONE 2

Beginning at the above described **Point 'A'**;

Thence along the Westerly boundary of said Parcel 2A and the centerline of said Horse Ranch Creek Road North 26°41'44" West 554.05 feet to a point herein referred to as **Point 'B'**;

Thence leaving said Westerly boundary and said centerline North 63°18'16" East 253.93 feet;

Thence North 56°57'37" East 52.00 feet;

Thence North 64°02'37" East 444.73 feet;

Thence South 25°34'57" East 1.30 feet to an angle point in the Easterly boundary of said Parcel 2A, also being the Northwest corner of Parcel A in Exhibit B "Adjacent Property" per said Document No. 2007-0673087;

Thence along said Easterly boundary South 25°34'57" East 251.25 feet to the beginning of a tangent 170.00-foot radius curve concave Westerly;

Thence Southeasterly, Southerly and Southwesterly along the arc of said curve through a central angle of 37°23'00" a distance of 110.92 feet;

Thence South 11°48'03" West 248.63 feet to the beginning of a tangent 230.00-foot radius curve concave Easterly;

Thence Southwesterly along the arc of said curve through a central angle of 08°02'00" a distance of 32.25 feet;

Thence South 03°46'03" West 665.08 feet to the beginning of a tangent 230.00-foot radius curve concave Easterly;

Thence Southwesterly, Southerly and Southeasterly along the arc of said curve through a central angle of 24°46'00" a distance of 99.42 feet;

Thence South 20°59'57" East 174.56 feet to the beginning of a tangent 170.00-foot radius curve concave Westerly;

Thence Southeasterly along the arc of said curve through a central angle of 10°19'48" a distance of 30.65 feet;

Thence South 10°40'09" East 261.34 feet to said centerline of Horse Ranch Creek Road, being a non-tangent 1,900.00-foot radius curve concave Southwesterly, radial line to said point bears North 64°59'46" East;

Thence leaving said Easterly boundary, Northwesterly along said centerline and the arc of said curve through a central angle of 06°17'59" a distance of 208.91 feet;

Thence North 31°18'13" West 738.84 feet to the beginning of a tangent 2,400.00-foot radius curve concave Northeasterly;

Thence Northwesterly along the arc of said curve through a central angle of 04°36'29" a distance of 193.02 feet;

Thence North 26°41'44" West 6.11 feet to the **Point of Beginning**.

Said parcel contains 646,108 square feet or 14.83 acres, more or less.

ZONE 3

Beginning at the above described **Point 'B'**;

Thence along the Westerly boundary of said Parcel 2A and the centerline of said Horse Ranch Creek Road North 26°41'44" West 663.44 feet to a point herein referred to as **Point 'C'**;

Thence leaving said Westerly boundary and said centerline North 63°17'21" East 142.36 feet to the beginning of a tangent 300.00-foot radius curve concave Southerly;

Thence Northeasterly, Easterly and Southeasterly along the arc of said curve through a

central angle of 35°06'52" a distance of 183.86 feet;
Thence South 81°35'47" East 552.75 feet to the beginning of a tangent 300.00-foot radius curve concave Northerly;
Thence Southeasterly, Easterly and Northeasterly along the arc of said curve through a central angle of 21°28'46" a distance of 112.47 feet;
Thence South 13°04'33" East 86.13 feet;
Thence South 04°30'39" West 188.56 feet;
Thence South 64°02'37" West 445.49 feet;
Thence South 56°57'37" West 52.00 feet;
Thence South 63°18'16" West 253.93 feet; the **Point of Beginning**.
Said parcel contains 422,938 square feet or 9.70 acres, more or less.

ZONE 4

Beginning at the above described **Point 'C'**;
Thence along the Westerly boundary of said Parcel 2A and the centerline of said Horse Ranch Creek Road North 26°41'44" West 344.10 feet to the Southwest corner of said Parcel 1A;
Thence leaving said Westerly boundary of Parcel 2A, continuing along said centerline and the Westerly boundary of said Parcel 1A North 26°41'44" West 32.25 feet;
Thence leaving said centerline and continuing along the Westerly and Northerly boundary of said Parcel 1A North 00°02'58" East 1,328.05 feet;
Thence North 65°22'48" East 681.61 feet;
Thence leaving said Northerly boundary South 17°24'01" East 51.12 feet to the beginning of a non-tangent 1,500.00-foot radius curve concave Southerly, a radial line to said point bears North 17°24'01" West;
Thence Southwesterly along the arc of said curve through a central angle of 02°01'39" a distance of 53.08 feet;
Thence South 19°25'40" East 121.29 feet;
Thence South 42°14'46" East 155.03 feet;
Thence South 28°14'25" East 142.18 feet;
Thence South 26°28'29" West 161.07 feet;
Thence South 16°53'58" East 201.27 feet;
Thence South 27°17'46" East 190.48 feet;
Thence South 04°37'54" East 264.28 feet;
Thence South 22°45'29" East 381.77 feet;
Thence South 13°46'14" East 174.44 feet;
Thence South 13°04'33" East 226.70 feet to the beginning of a non-tangent 300.00-foot radius curve concave Northerly, a radial line to said point bears South 13°04'33" East;
Thence Southwesterly, Westerly and Northwesterly along the arc of said curve through a central angle of 21°28'46" a distance of 112.47 feet;
Thence North 81°35'47" West 552.75 feet to the beginning of a tangent 300.00-foot radius curve concave Southerly;
Thence Northwesterly, Westerly and Southwesterly along the arc of said curve through a central angle of 35°06'52" a distance of 183.86 feet;
Thence South 63°17'21" West 142.36 feet;
Thence North 26°41'44" West 376.35 feet to the **Point of Beginning**.
Said parcel contains 1,527,971 square feet or 35.08 acres, more or less.

ZONE 5

Beginning at an angle point in the Easterly boundary of said Parcel 2A, also being the Northwest corner of Parcel A in Exhibit B "Adjacent Property" per said Document No. 2007-0673087;

Thence North 04°30'39" East 190.07 feet;

Thence North 13°04'33" West 312.83 feet;

Thence North 13°46'14" West 174.44 feet;

Thence North 22°45'29" West 381.77 feet;

Thence North 04°37'54" West 264.28 feet;

Thence North 27°17'46" West 190.48 feet;

Thence North 16°53'58" West 201.27 feet;

Thence North 26°28'29" East 161.07 feet;

Thence North 28°14'25" West 142.18 feet;

Thence North 42°14'46" West 155.03 feet;

Thence North 19°25'40" West 121.29 feet to the beginning of a non-tangent 1,500.00-foot radius curve concave Southerly, a radial line to said point bears North 19°25'40" West;

Thence Northeasterly along the arc of said curve through a central angle of 03°34'56" a distance of 93.78 feet;

Thence North 74°09'16" East 121.99 feet;

Thence North 73°56'28" East 57.15 feet;

Thence North 74°14'53" East 130.18 feet;

Thence South 42°18'59" East 217.54 feet;

Thence North 69°35'03" East 389.43 feet;

Thence North 15°15'44" West 285.53 feet;

Thence North 09°09'19" East 222.10 feet;

Thence North 38°55'44" East 173.66 feet;

Thence North 87°26'23" East 189.49 feet;

Thence South 39°39'03" East 47.05 feet to the beginning of a non-tangent 280.00-foot radius curve concave Northwesterly, a radial line to said point bears South 39°39'03" East;

Thence Northeasterly along the arc of said curve through a central angle of 13°20'50" a distance of 65.23 feet;

Thence South 52°59'53" East 198.28 feet;

Thence South 41°44'47" West 259.00 feet;

Thence South 22°23'11" East 102.76 feet;

Thence South 44°24'24" East 84.03 feet;

Thence South 66°13'21" East 125.84 feet;

Thence South 25°13'04" West 128.38 feet;

Thence South 25°46'11" East 427.18 feet;

Thence South 88°16'31" East 148.39 feet;

Thence South 57°34'45" East 93.47 feet;

Thence North 89°49'49" East 308.53 feet;

Thence South 63°06'50" East 143.62 feet;

Thence South 03°24'34" East 102.76 feet;

Thence South 12°38'54" West 108.09 feet;

Thence South 51°21'35" West 109.12 feet;

Thence South 08°18'31" West 88.84 feet;
Thence South 50°33'49" West 64.42 feet;
Thence North 86°28'06" West 172.51 feet;
Thence South 63°57'22" West 142.94 feet;
Thence South 22°48'24" West 49.30 feet;
Thence South 19°32'06" East 663.90 feet;
Thence South 61°25'03" West 224.77 feet;
Thence South 85°17'42" West 257.05 feet;
Thence South 59°50'06" West 230.09 feet to an angle point in the Easterly boundary of said Parcel 2A;
Thence along said Easterly boundary South 64°12'41" West 841.72 feet to the **Point of Beginning**.
Said parcel contains 3,278,777 square feet or 75.27 acres, more or less.

ZONE 6

Beginning at an angle point in the Westerly boundary of said Parcel 2A, also being the most Easterly corner of County of San Diego Tract No. 5338-3, according to Map thereof No. 16184, recorded March 28, 2017 of Official Records of said County;
Thence along said Westerly boundary North 24°37'50" West 519.87 feet;
Thence leaving said Westerly boundary North 60°55'02" East 637.90 feet;
Thence North 10°05'56" East 213.82 feet;
Thence North 54°29'09" East 39.16 feet;
Thence North 13°57'35" East 226.16 feet;
Thence South 81°00'42" East 303.80 feet;
Thence South 43°25'25" East 193.72 feet;
Thence South 08°45'22" West 181.43 feet;
Thence South 51°37'59" East 130.99 feet;
Thence South 06°33'25" East 262.63 feet;
Thence South 18°50'50" West 224.92 feet;
Thence South 37°43'08" West 144.41 feet;
Thence South 04°58'13" West 230.68 feet;
Thence South 19°37'26" East 182.35 feet;
Thence South 42°43'21" West 90.70 feet;
Thence South 68°56'38" West 50.55 feet;
Thence South 41°44'47" West 135.07 feet;
Thence North 52°59'53" West 198.28 feet to the beginning of a non-tangent 280.00-foot radius curve concave Northwesterly, a radial line to said point bears South 52°59'53" East;
Thence Southwesterly along the arc of said curve through a central angle of 13°20'50" a distance of 65.23 feet;
Thence North 39°39'03" West 47.05 feet;
Thence South 87°26'23" West 189.49 feet;
Thence South 38°55'44" West 173.66 feet;
Thence South 09°09'19" West 222.10 feet;
Thence South 15°15'44" East 285.53 feet;
Thence South 69°35'03" West 389.43 feet;
Thence North 42°18'59" West 217.54 feet;
Thence South 74°14'53" West 130.18 feet;

Thence South 73°56'28" West 57.15 feet;
Thence South 74°09'16" West 121.99 feet to the beginning of a tangent 1,500.00-foot radius curve concave Southerly;
Thence Southwesterly along the arc of said curve through a central angle of 01°33'17" a distance of 40.70 feet;
Thence North 17°24'01" West 51.12 feet to an angle point in said Westerly boundary;
Thence along said Westerly boundary North 06°12'30" West 239.80 feet;
Thence North 14°07'56" East 123.43 feet;
Thence North 49°11'40" East 663.99 feet;
Thence North 47°45'48" East 221.17 feet to the **Point of Beginning**.
Said parcel contains 1,779,366 square feet or 40.85 acres, more or less.

EXHIBIT B

COUNTY OF SAN DIEGO AND CFD NO. 2019-01 CERTIFICATE

1. Pursuant to Section K of the Rate and Method of Apportionment of Special Tax (the “RMA”), the County of San Diego (the “County”) and Community Facilities District No. 2019-01 of the County (“CFD No. 2019-01”) hereby agree to amendments as follows:
 - a. The information in the RMA relating to the Special Tax for Developed Property and Undeveloped Property shall be modified as follows:

[insert table or tables reflecting revised Assigned Special Tax and Backup Special Tax rates for Developed and Undeveloped Property and revisions to Original Number of Planned Residential Units and Original Taxable Acreage, as applicable, with reference to the applicable Zone]
 - b. The Boundary Map shall be revised as follows: [insert “N/A” or describe changes being made to Boundary Map and reason for such changes]
2. Special Tax rates and/or the Boundary Map may only be modified upon the affirmative written consent of the owner of the affected parcels, provided such amendment (i) only affects such owner’s parcel(s) and (ii) does not add or remove territory from the boundaries of CFD No. 2019-01.
3. Upon execution of this Certificate by CFD No. 2019-01 the County shall cause an amended Notice of Special Tax Lien and/or Boundary Map to be recorded reflecting the modifications set forth herein.

By execution hereof, the undersigned acknowledges, on behalf of the County of San Diego and CFD No. 2019-01, receipt of this Certificate and modification of the RMA and/or Boundary Map as set forth in this Certificate.

COMMUNITY FACILITIES DISTRICT NO. 2019-01 (MEADOWOOD MAINTENANCE) OF THE COUNTY OF SAN DIEGO

By: _____ Date: _____
CFD Administrator

**EXHIBIT C
DISBURSEMENT REQUEST**

**Community Facilities District No. 2019-01
(Meadowood Maintenance)
of the County of San Diego**

The undersigned ("NCFPD") hereby requests disbursement in the total amount of \$_____ for the Fire Protection Services (as defined in the Joint Community Facilities Agreement (the "JCFA") by and among the County of San Diego (the "County") and NCFPD described in Exhibit B to that Agreement), all as more fully described in **Attachment 1** hereto. In connection with this Disbursement Request, the undersigned hereby certifies, represents and warrants to the County as follows:

A. He/she) is a duly authorized representative or signatory of NCFPD, qualified to execute this Disbursement Request for payment on behalf of NCFPD and is knowledgeable as to the matters set forth herein.

B. The Fire Protection Services that are the subject of this Disbursement Request are in accordance with the requirements of the JCFA.

C. ~~The Fire Protection Services that are the subject of this Disbursement Request are in addition to those provided in the territory within the Community Facilities District prior to the formation of the Community Facilities District.~~

D. This request for payment of the Fire Protection Services has been calculated in conformance with the terms of the JCFA. All costs for which disbursement is requested hereby are eligible costs (as permitted in the JCFA).

E. NCFPD is in compliance with the terms and provisions of the JCFA.

DRAFT

I hereby declare under penalty of perjury that the above representations and warranties are true and correct.

NCFPD:

Dated: _____

ATTACHMENT 1

**North County Fire Protection District
Staffing Costs to Serve Meadowood Project**

NCFPD Level of Service Standard:		1 Firefighter per 1,000 Persons
Total Residential Units in CFD No. 2019-01:	806	[1]
County of San Diego Persons per Household (a):	2.87	[2]
Total Persons generated by Project:	2,313	[3] = [1] x [2]
Required Firefighters:	2.31	[4] = [3] ÷ 1,000
NCFPD Average Cost per Position (b):	[\$150,000]	[5]
Total NCFPD Staffing Costs:	\$346,983	= [4] x [5]

Footnotes:

(a) Per U.S. Census Bureau QuickFacts: San Diego County.

(b) [NCFPD to cite source]

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

TO: BOARD OF DIRECTORS
FROM: CHIEF ABBOTT
DATE: JANUARY 22, 2019
SUBJECT: COMMUNITY OUTREACH SURVEY FINDINGS

ACTION AGENDA

BACKGROUND:

As community outreach was previously identified as a strategic initiative to address the District's deferred facilities maintenance challenges, over the last few months staff has augmented public outreach efforts in concert with Strategy Research Institute (SRI). This outreach has included dozens of community speaking engagements, Facebook Live presentations, a District-wide mailer, daily responses to inquiries via social media, and numerous social media posts. Last week SRI conducted a follow-up public opinion survey to evaluate the impact of these outreach efforts.

DISCUSSION:

Survey instrument findings include recommendations by the consultant to either proceed immediately with a particular course of action, proceed after additional public outreach, or do not proceed. As the survey evaluates a range of scenarios, this recommendation is based upon the degree of support for each scenario presented to the survey participants. Among the factors considered were the public's general awareness of our facility challenges and the options to address those challenges, which included expansion of fees, reduction in force or facilities, privatization of ambulance services, pursuit of a revenue measure, and/or consolidation with other agencies. Of these options, pursuit of a revenue measure received the greatest support.

FISCAL IMPACT:

Because pursuit of a revenue measure could be a viable option, the fiscal impact is based largely upon the extent of outreach efforts and the associated timing with subsequent elections. Consultation services for community outreach between now and a summer 2019 election would be \$35,000. A District-wide direct mailing costs \$7,500 per mailing; two are recommended. In addition to these outreach costs, implementing Phase C of David Taussig & Associates (DTA) engineering analysis, development of ballot language, & public financing strategy consultation would cost an additional \$25,000. Participation in a November 2020 general election costs approximately \$30,000; holding a special election via mail ballot could be as low as \$60,000 and as high as \$150,000 provided that utilization of a 3rd party firm is feasible. Conducting a special mail ballot via the County of San Diego is cost prohibitive at over double these estimates. The total fiscal impact

COMMUNITY OUTREACH SURVEY FINDINGS

JANUARY 22, 2019

PAGE 2 OF 2

would therefore range from a low of \$97,500 and a high of \$225,000. These expenditures were not included in this year's budget and would need from current fiscal year contingency funds; at the halfway point through this fiscal year the District has expended 43% of its operating budget.

RECOMMENDATION:

Staff recommends careful evaluation of the community outreach survey results and subsequent recommendations from SRI and the community outreach ad hoc committee.



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

TO: BOARD OF DIRECTORS
FROM: CHIEF ABBOTT
DATE: JANUARY 22, 2019
SUBJECT: TRANSITION TO DISTRICT BASED ELECTION SYSTEM

ACTION AGENDA

RECOMMENDATION: That the Board adopt Resolution No. 2019-01 initiating transition to a "By-District Area" election system commencing with the 2020 Board Election.

BACKGROUND:

In 2002, the California legislature enacted the California Voting Rights Act ("CVRA"), which prohibits the use of at-large elections of board members for publicly elected governing bodies if it "impairs the ability of a protected class to elect candidates of its choice or its ability to influence the outcome of an election...." (Elections Code § 14027, emphasis added.) Under the CVRA, the only election system that provides an accepted "safe harbor" from a potential CVRA claim is a "by-zone" or "district-based" election system. Under a by-district area election system, a special district is divided into separate district areas and one governing board member is elected by the registered voters in that particular district area, rather than the community at-large. The North County Fire Protection District currently employs an "at-large" election system for the purposes of electing Governing Board members. With a CVRA claim, proof of intent on the part of voters or elected officials to discriminate against a protected class is not required. (Elections Code § 14028(d).) The CVRA grants a prevailing plaintiff the right to recover reasonable attorneys' fees and expert witness fees. (Elections Code § 14030.)

DISCUSSION:

Numerous cities, counties, and special districts throughout the state have been targeted by private law firms for alleged violations of the CVRA and it is believed that the best course of action for the District is to initiate its transition to "district based" area elections for future Board elections. A district-based election system is where a district is divided into geographic areas and one governing board member is elected by only the registered voters in that particular district area. Steps for navigating this process are as follows:

Present CVRA at a regularly scheduled board meeting. Pass a resolution to initiate transition to a district-based election system by majority vote of the Board.

Transition to District-Based Election System

January 22, 2019

Page 2 of 2

Development of a communications plan to provide information to the district's Board and the public about the reason for the change in the election and sharing and receiving public comments on the draft voting map plans that will be developed as part of the process. This may include preparing materials in other languages as warranted.

Hold at least two public hearings to gather community input regarding composition of the District election areas over a period of no more than 30 days.

Work with a demographer and legal counsel to prepare draft district area maps and present them to the Board and the District's constituents for review and comment. The transition to district area election method will involve input from the community at public hearings on options for developing and approving a district area map.

Hold at least two additional public hearings over a period of no more than 45 days to gather public input on the draft map(s) and the proposed sequence of elections, if applicable. The first version of the draft map(s) must be published at least 7 days before consideration at any further public hearings. If a draft map is revised at or following a public hearing, it must be published and made available to the public for at least 7 days before adoption by the Board. If members of the Board will be elected in their District areas at different times to provide for staggered terms of office, publish the potential sequence of the elections.

District approves resolution selecting final voting District election area map and authorizing transition to by-trustee area election system by majority vote of the Board.

FISCAL IMPACT:

Based upon the experience of neighboring jurisdictions of comparable size, the anticipated cost of retaining a demographics consultant to conduct perform the necessary analytics and public hearings is estimated to be \$30,000. The District may be able to realize some savings in using consultants already retained by these jurisdictions in that much of that demographic analysis has already been performed. Should the District receive notification by a law firm for alleged violation of the CRVA prior to approval of a resolution of intention to transition to a district-based election system, it could be exposed up to an additional \$30,000 in fees related to preparation of this claim.

SUMMARY:

Transitioning to a District-based election system will allow the District to ensure it is complying with the legislative intent of the CRVA and minimize exposure to additional legal expenses.

NORTH COUNTY FIRE PROTECTION DISTRICT



RESOLUTION 2019-01

RESOLUTION OF THE BOARD OF DIRECTORS OF NORTH COUNTY FIRE PROTECTION DISTRICT OUTLINING INTENTION TO TRANSITION FROM AT-LARGE TO DISTRICT-BASED ELECTIONS PURSUANT TO ELECTIONS CODE SECTION 10010(e)(3)(A)

WHEREAS, NORTH COUNTY FIRE PROTECTION DISTRICT ("NCFPD") is an independent California fire protect district duly organized and existing under the laws of the State of California, particularly the District Law, constituting Division 12 of the Health and Safety Code of the State of California, and more particularly, Health and Safety Code Sections 13000 et seq. (the "Law");

WHEREAS, the governing board ("Board") is currently composed of five (5) directors who are voted into office by an "at-large" election method, meaning one in which the voters of the entire jurisdiction elect the members to the governing body;

WHEREAS, the Board wishes to transition the method of election for the NCFPD Board from an "at-large" method to a "by-zone" or "district-based" election method, meaning a method of electing members to the governing body of NCFPD in which the candidate must reside within an election district that is a divisible part of NCFPD's jurisdiction and is elected only by voters residing within that election district;

WHEREAS, the Board wishes to effectuate this transition from at-large to district-based elections in order to ensure that NCFPD maintains an election method that does not impair the ability of any protected class to elect candidates of its choice or its ability to influence the outcome of an election, as a result of the dilution or the abridgement of the rights of voters, who are members of a protected class, as defined by Elections Code Section 14026;

WHEREAS, this Resolution is expressly intended to address the requirements of Elections Code Section 10010(e)(3)(A), and thereby outline NCFPD's intention to transition from at-large to district-based elections, outline specific steps that NCFPD will undertake to facilitate this transition, and set forth an estimated time frame for doing so; and,

WHEREAS, under the Law, NCFPD must first hold a public hearing prior to adoption of a resolution moving to divisional elections and must follow the process laid out under the Law for a transition to district-based elections;

NOW, THEREFORE, this Board of Directors of North County Fire Protection District does hereby resolve:

Section 1. The foregoing recitals are true and correct.

Section 2. The Fire Chief/CEO is hereby authorized and directed to confer with the District's legal counsel and hire independent consultants whom the Fire Chief/CEO deems necessary and appropriate in order to begin the transition from at-large to district-based elections.

NORTH COUNTY FIRE PROTECTION DISTRICT



RESOLUTION 2019-01

RESOLUTION OF THE BOARD OF DIRECTORS OF NORTH COUNTY FIRE PROTECTION DISTRICT OUTLINING INTENTION TO TRANSITION FROM AT-LARGE TO DISTRICT-BASED ELECTIONS PURSUANT TO ELECTIONS CODE SECTION 10010(e)(f)(A)

Section 3. The Fire Chief/CEO is hereby authorized and directed to coordinate and effectuate outreach to the public, including to non-English speaking communities, to explain the districting process and to encourage public participation.

Section 4. Pursuant to Elections Code Section 10010, the Fire Chief/CEO is hereby authorized and directed to propose a schedule for no less than two (2) public hearings, at which the public shall be invited to provide input regarding the composition of NCFPD before NCFPD draws any draft maps of the proposed boundaries for district elections. These public hearings shall be held over a period of no more than thirty (30) days and the first public hearing shall occur within thirty (30) days of the adoption of this Embracement Resolution.

Section 5. In accordance with Elections Code Section 10010(a)(2), the Fire Chief/CEO of NCFPD is hereby authorized and directed to confer with NCFPD legal counsel and any consultants, and to create draft maps of the zones or districts for presentation to the Board at a public meeting to be held pursuant to Section 6 below. At the Board meeting, NCFPD shall also publish and make available for release to the public draft maps for five (5) zones in the current NCFPD boundaries and shall also disclose the following: a) whether members of the NCFPD Board will be elected in their districts at different times, b) provide for proposed staggered terms of office; c) identify the potential sequence of the elections.

Section 6. In accordance with Elections Code section 10010(a)(2), NCFPD shall hold at least two (2) public hearings over a period of at least forty-five (45) days, at which the public shall be invited to provide input regarding the content of the draft map(s) and the proposed sequence of elections, if applicable. The first version of the draft map(s) shall be published at least seven (7) days before consideration at a public hearing. If the draft map(s) is revised at or following a hearing, it shall be published and made available to the public for at least seven (7) days before being adopted. The first of these two public hearings shall be no later than thirty (30) days after the last Board meeting referenced in Section 4 above, or as soon thereafter as practicable.

Section 7. Pursuant to Health and Safety Code Section 13846, the Fire Chief/CEO of NCFPD is hereby authorized and directed to subsequently coordinate and effectuate a public hearing on the proposed establishment of zones or districts for the district-based elections, at which the Board shall provide for representation in accordance with demographic, including population and geographic factors of the entire geographic area of NCFPD. At this hearing, any elector of NCFPD may present his or her views and plans in relation to the proposed zoning, but the Board shall not be bound thereby and its decision, in the resolution adopted, shall be final. This public hearing shall occur no later

NORTH COUNTY FIRE PROTECTION DISTRICT



RESOLUTION 2019-01

RESOLUTION OF THE BOARD OF DIRECTORS OF NORTH COUNTY FIRE PROTECTION DISTRICT OUTLINING INTENTION TO TRANSITION FROM AT-LARGE TO DISTRICT-BASED ELECTIONS PURSUANT TO ELECTIONS CODE SECTION 10010(e)(7)(A)

than forty-five (45) days after the last public hearing referenced in Section 4 above, or as soon thereafter as practicable. After this hearing, the Board will be presented with a resolution to divide the District into the zones or districts.

Section 8. If the Board elects to approve a resolution which divides the district into the zones or districts presented, the zones or districts shall be effective for the next district election after the resolution of the Board for which there is time to implement the zones and elections within the zones, or as provided for in Health & Safety Code Section 13846.

Section 9. This Resolution shall take effect immediately upon its adoption.

APPROVED, SIGNED AND ADOPTED at a Regular Meeting of the Board of Directors of the North County Fire Protection District held on this 22nd day of January, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

Fred Luevano, Board President

I HEREBY CERTIFY that 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 at the meeting thereof held on the 22nd day of January, 2019, and that the same now appears on record in my office.

IN WITNESS THEREOF, I hereunto set my hand and affixed by official seal this this 22nd day of January, 2019.

The signature is written in a cursive, blue ink style. It reads "Loren A. Stephen-Porter".

Loren A. Stephen-Porter, Board Secretary

Official Seal

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**NORTH COUNTY FIRE
PROTECTION DISTRICT
EMERGENCY MEDICAL SERVICES**

TO: BOARD OF DIRECTORS
FROM: D/C MAHR AND CHIEF ABBOTT
DATE: JANUARY 22, 2019
SUBJECT: AUTHORIZE RENEWAL OF CONTRACT FOR MEDICAL STANDBYS WITHIN EOA

ACTION AGENDA

RECOMMENDATION:

1. Authorize the District to renew its contract with Mercy Medical Transport Inc. to provide limited medical standby services within the District's exclusive operating area (EOA) as authorized by Resolution 2019-02.
2. Authorize Chief Abbott to execute the Agreement on behalf of the District.

BACKGROUND:

As an element of providing emergency medical transport services prior to 1981, the District has been granted an "exclusive operating area" by the County of San Diego to continue to provide exclusive advanced life support (ALS) transport services within the District. As the District is not in a position to routinely provide ALS standby services, it has historically contracted with private providers for such services.

The owner of Santa Anita Racetrack has purchased San Luis Rey Downs Track & Training Center (SLRD) and augmented operations to ultimately include the boarding of up to 400 horses and daily training activities. To this end the California Horse Racing Board requires transport capable ALS standby services. SLRD has contracted with Mercy Medical Transport for those services. This will be the third extension of the Agreement with Mercy Medical Transport, with one additional extension permitted under this agreement.

DISCUSSION:

In order to protect the District's EOA interests, it is necessary to enter into a limited ALS standby agreement with Mercy Medical Transport. Accordingly, we have developed an agreement which would allow Mercy to provide limited medical standby services within our EOA, in accordance with the attached EOA Agreement (Exhibit "A") and Medical

RESOLUTION TO AUTHORIZE CONTRACT MEDICAL STANDBYS WITHIN EOA
JANUARY 22, 2019
PAGE 2 OF 2

Operations Plan (Exhibit "B"). Under this agreement, although an ALS ambulance from Mercy would be staged at SLRD, they would contact NCFPD for patient transportation.

FISCAL ANALYSIS:

No additional financial impact is anticipated at this time inasmuch as the District will still retain primary transport discretion.

SUMMARY:

Pursuant to the provisions of the agreement and Resolution 2019-02, Staff recommends renewing the EOA agreement as submitted and recommends Chief Abbott be authorized to execute the required documents on behalf of the District.



NORTH COUNTY FIRE PROTECTION DISTRICT

RESOLUTION 2019-02

RESOLUTION OF THE BOARD OF DIRECTORS OF THE NORTH COUNTY FIRE PROTECTION DISTRICT AUTHORIZATION TO PROVIDE PRE-HOSPITAL EMERGENCY MEDICAL STANDBY SERVICES WITHIN THE EXCLUSIVE OPERATING AREA OF THE NORTH COUNTY FIRE PROTECTION DISTRICT

Whereas, California Health & Safety Code §1797.201 authorizes the local EMS agency (County of San Diego, Department of Health Services, Division of Emergency Medical Services - hereinafter referred to as "County EMS") to "enter into a written agreement with the city or fire district regarding the provision of pre-hospital emergency medical services for that city or fire district;" and

Whereas, the North County Fire Protection District (hereinafter referred to as "the District") provides emergency and non-emergency services as part of the operation of the fire district; and

Whereas, the District has maintained provision of pre-hospital emergency medical services to those areas located within the jurisdictional boundaries of the District as well as its surrounding "sphere of influence" (as defined by LAFCO) prior to January 1, 1981, in accordance with California Health & Safety Code § 1797.224; and

Whereas, the District maintains an exclusive operating area (herein after referred to as "EOA") for the provision of pre-hospital emergency medical services within the jurisdictional boundaries of the District, by which it retains exclusive right to designate the means, type and extent of pre-hospital emergency medical services within this EOA; and

Whereas, it is in the mutual interest of the District and the Contractor to provide limited medical standby services within the EOA of the District;

NOW, THEREFORE, the Board of Directors of the North County Fire Protection District of Fallbrook, California does hereby authorize, find, resolve, order and determine as follows:

Limited provision of Advanced Life Support (ALS) medical standby services at pre-determined locations and/or venues (at full discretion of the District), to consist of a non-transport type vehicle equipped with a full complement of ALS equipment (as defined by S.D. Co. EMS Policy #P-806) and staffed by the Contractor ("Mercy Medical Transport, Inc.") with a competently trained ALS provider as licensed by the State of California and accredited by the County of San Diego, in accordance with the attached Exclusive Operating Agreement (EOA), Exhibits 'A and B', included and incorporated as part of this Resolution, to become effective January 22, 2019.

APPROVED, SIGNED AND ADOPTED by the Board of Directors, North County Fire Protection District, County of San Diego, State of California, on this **22nd day of January, 2019**, by the following vote:

NORTH COUNTY FIRE PROTECTION DISTRICT



RESOLUTION 2019-02

RESOLUTION OF THE BOARD OF DIRECTORS OF THE NORTH COUNTY FIRE PROTECTION DISTRICT AUTHORIZATION TO PROVIDE PRE-HOSPITAL EMERGENCY MEDICAL STANDBY SERVICES WITHIN THE EXCLUSIVE OPERATING AREA OF THE NORTH COUNTY FIRE PROTECTION DISTRICT

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

Fred Luevano, 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 **22nd day of January, 2019**, and that the same now appears on record in my office.

IN WITNESS THEREOF, I hereunto set my hand and affixed by official seal this **22nd day of January, 2019**.

Loren A. Stephen-Porter

Loren A. Stephen-Porter
Board Secretary



“Exhibit A”

**AGREEMENT TO PROVIDE PRE-HOSPITAL EMERGENCY MEDICAL
STANDBY SERVICES WITHIN THE EXCLUSIVE OPERATING AREA OF THE
NORTH COUNTY FIRE PROTECTION DISTRICT**

SERVICE DESCRIPTION: Provision of limited Advanced Life Support medical standby Services to support horse training and racing activities at the San Luis Rey Downs Training Center, which resides within the jurisdictional boundaries of the North County Fire Protection District.

THIS AGREEMENT is made and entered into this **January 22, 2019**, by and between the NORTH COUNTY FIRE PROTECTION DISTRICT, hereinafter designated as “DISTRICT” and MERCY MEDICAL TRANSPORT, INC., hereinafter designated as “CONTRACTOR.”

RECITALS

Whereas, California Health & Safety Code §1797.201 authorizes the local EMS agency (County of San Diego, Department of Health Services, Division of Emergency Medical Services — hereinafter referred to as “County EMS”) to “enter into a written agreement (contract) with the city or fire district regarding the provision of pre-hospital emergency medical services for that city or fire district;”

Whereas, the DISTRICT has maintained provision of pre-hospital emergency medical services to those areas located within the jurisdictional boundaries of the DISTRICT as well as its surrounding “sphere of influence” (as defined by LAFCO) prior to January 1, 1981 in accordance with California Health & Safety Code § 1797.224;

Whereas, the DISTRICT maintains an exclusive operating area (herein after referred to as “EOA”) for the provision of pre-hospital emergency medical services within the jurisdictional boundaries of the DISTRICT, by which it retains exclusive right to designate the means, type and extent of pre-hospital emergency medical services within this EOA;

Whereas, the District has the need for backup medical standby services which can be met by a qualified contractor, and

Whereas, it is in the mutual interest of the DISTRICT and the Contractor to provide limited medical standby services within the EOA of the DISTRICT;

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1.0 SCOPE OF WORK.

1.01 The Contractor is hereby authorized to provide the following service, which is more particularly described as:

- 1.02 Advanced life support (ALS) medical standby services at the San Luis Rey Downs Training Center, to consist of either a transport capable or non-transport type vehicle equipped with a full complement of ALS equipment (as defined by S.D. Co. EMS Policy #P-806) and staffed by the Contractor with a competently trained ALS provider as licensed by the State of California and accredited by the County of San Diego.

1.1. Services Provided by the CONTRACTOR.

- 1.1.1. Cooperate fully with the DISTRICT in performing services in accordance with this agreement, with established codes and standards and consistent with DISTRICT policies.
- 1.1.2. Said services to be in accordance with the "Medical Operations Plan" (Attachment 'B').
- 1.1.3. Maintain all necessary incident and patient documentation in accordance with County EMS policies and procedures as well as Contractor policies and procedures.
- 1.1.4. Respond within three working days, in writing or by telephone, to all complaints and/or inquiries concerning issues of customer service and/or appropriateness of and level of care.
- 1.1.5. The CONTRACTOR shall directly bill contracting entities for services provided.

1.2. Services Provided by the DISTRICT.

- 1.2.1. Services to be provided in accordance with the "Medical Operations Plan" (Attachment "B").
- 1.2.2. The DISTRICT shall be the primary transporting agency unless no DISTRICT transport resources are available.

2.0. RELATIONSHIP WITH THE DISTRICT.

- 2.1. The CONTRACTOR shall have no formal relationship to the DISTRICT other than having the ability to provide limited pre-hospital emergency medical standby services as described under Section 1.0. The CONTRACTOR shall have no authority, express or implied, to act on behalf of the DISTRICT as an agent, or to bind the DISTRICT to any obligation whatsoever. The CONTRACTOR shall be solely responsible for the liability and performance of any of its employees, agents or subcontractors under this agreement.

3.0. WORKERS' COMPENSATION.

- 3.1. Pursuant to Labor Code Section 1861, the CONTRACTOR hereby certifies that the CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code,

which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and the CONTRACTOR will comply with such provisions, and provide certification of such compliance prior to commencement of any work. The certification shall be in accordance with Subsections 4.3 through 4.8 of this agreement.

4.0. LIABILITY INSURANCE.

4.1. The CONTRACTOR shall, throughout the duration of this agreement, maintain comprehensive general liability and property damage insurance, or commercial general liability insurance covering all operations of the CONTRACTOR, its agents and employees, performed in connection with this agreement, including, but not limited to, premises and automobile.

4.2. The CONTRACTOR shall maintain the following minimum limits:

4.2.1. General Liability:

Combined single limit per occurrence	\$1,000,000
General aggregate	\$2,000,000

4.2.2. Automobile Liability:

Combined single limit per occurrence	\$1,000,000
--------------------------------------	-------------

4.3. All insurance companies affording coverage to the CONTRACTOR shall include the DISTRICT as "additional named insured" under their insurance policy, for all work performed in accordance with this agreement.

4.4. All insurance companies affording coverage to the CONTRACTOR shall be insurance organizations admitted by the Insurance Commissioner of the State Department of Insurance to transact business of insurance in the State of California.

4.5. All insurance companies affording coverage shall provide a thirty (30) day written notice to the DISTRICT before the cancellation or expiration. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.

4.6. The CONTRACTOR shall provide evidence of compliance with the insurance requirements listed above by providing a Certificate of Insurance and an original endorsement to the policy, in a form satisfactory to the DISTRICT'S legal counsel, concurrently with the submittal of this agreement.

4.7. The CONTRACTOR shall provide a substitute Certificate of Insurance and an endorsement no later than thirty (30) days prior to the policy expiration date. Failure by the CONTRACTOR to provide such a substitution and extend the policy expiration date shall be considered a default by the CONTRACTOR and may subject the CONTRACTOR to suspension or termination of work under this agreement.

4.8. Maintenance of insurance by the CONTRACTOR as specified in this agreement shall in no way be interpreted as relieving the CONTRACTOR of any responsibility whatever and the CONTRACTOR may carry, at its own expense, such additional insurance as it deems necessary.

5.0. CONTRACTOR'S INDEMNIFICATION OF THE DISTRICT.

5.1. The CONTRACTOR shall defend and hold harmless the DISTRICT and its officers, agents and employees against all claims for damages to persons or property arising out of the conduct of the CONTRACTOR or its employees, agents, subcontractors or others in connection with the execution of work covered by this agreement, except only for those claims arising from the sole negligence or sole willful misconduct of the DISTRICT, its officers, agents or employees. The CONTRACTOR'S indemnification shall include any and all costs, expenses, attorneys' fees and liability incurred by the DISTRICT, its officers, agents or employees in defending against such claims, whether the same proceed to judgment or not. The CONTRACTOR'S indemnification of the DISTRICT shall not be limited by any prior or subsequent oral declaration by the CONTRACTOR.

6.0. COMPENSATION.

6.1. The CONTRACTOR shall receive **NO** compensation from the DISTRICT. The CONTRACTOR shall directly bill contracting entities for services rendered.

7.0. TERMINATION OF AGREEMENT.

7.1. Either party may terminate this agreement upon written notice. Contract shall become null and void sixty (60) days after delivery of said notice.

8.0. ASSIGNMENT AND DELEGATION.

8.1. This agreement and any portion thereof shall not be assigned or transferred, nor shall any of the CONTRACTOR'S duties be delegated without the express written agreement of the DISTRICT. This does not apply to CONTRACTOR'S assignment of receivables for financing purposes. Any attempt to assign or delegate any provision of this agreement without the express written consent of the DISTRICT shall be void and of no force and effect. The DISTRICT may delegate authority in connection with this agreement, for the purposes directing the CONTRACTOR'S performance, to any member of the DISTRICT.

9.0. INTERPRETATION OF THE AGREEMENT.

9.1. The interpretation, validity and enforcement of this agreement shall be governed by and construed under the laws of the State of California. This agreement does not limit any other rights or remedies available to the DISTRICT. The CONTRACTOR shall be responsible for complying with all Local, State and Federal laws, whether or not said laws are expressly stated or referred to herein. Should any provision herein be found or deemed to be invalid, this agreement shall

be construed as not containing such provision and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end, the provisions of this agreement are severable. The EMS Chief, under the authority of the DISTRICT and the Fire Chief, shall be the DISTRICT authorized representative in the interpretation and enforcement of all provisions of this agreement.

10.0. AGREEMENT MODIFICATION.

10.1. This agreement may not be modified orally or in any manner other than by an agreement in writing, signed by the parties hereto.

11.0. DISPUTE RESOLUTION.

11.1. No suit shall be brought on this agreement unless all statutory claims filing requirements have been met.

11.2. NOTICES.

11.3. All notices, demands, requests, consents or other communications which this agreement contemplates or authorizes, or requires or permits either party to give to the other, shall be in writing and shall be in writing and shall be personally delivered or mailed to the respective party as follows:

TO CONTRACTOR:

Mercy Medical Transport, Inc.
RICK ROESCH, President
2537 Old San Pasqual Rd.
Escondido, CA 92027
(760) 739-8026

TO DISTRICT:

North County Fire Protection District
William Metcalf, Fire Chief/CEO
330 S. Main Avenue
Fallbrook, CA 92028-2938
(760) 723-2005

11.4. Either party may change its address by notice to the other party as provided herein. Communications shall be deemed to have been given and received on the first to occur of (a) actual receipt at the offices of the party to whom the communication is sent, as designated above, or (b) three (3) working days following the deposit in the United States mail of registered or certified mail, postage prepaid, return receipt requested, addressed to the offices of the party to whom the communication is to be sent, as designated above.

12.0. AGREEMENT PERIOD.

12.1. The term of this agreement shall be from the date of execution to **February 1, 2020**. Unless otherwise terminated as provided herein, this agreement maybe extended for one (1) year by mutual written agreement of both parties, for up to five (5) one-year renewals.

13.0. SIGNATURES.

13.1. The individuals executing this agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this agreement on behalf of the respective legal entities of the CONTRACTOR and the DISTRICT.

IN WITNESS WHEREOF, the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Services Agreement to be executed by setting hereunto their signatures **January 22, 2019**.

_____	<u>NORTH COUNTY FIRE PROTECTION DISTRICT</u>
CONTRACTOR	DISTRICT
_____	_____
Rick Roesch, President	Stephen J. Abbott, Fire Chief/CEO
FEDERAL EMPLOYEE ID NUMBER:	_____

Approved as to Form

Robert James, District Counsel

I HEREBY CERTIFY that foregoing is a true and correct copy of the Contract duly and regularly adopted by the Board of Directors of the North County Fire Protection District at the meeting thereof held on the **22nd day of January, 2019**, and that the same now appears on record in my office.

IN WITNESS THEREOF, I hereunto set my hand and affixed by official seal this **22nd day of January, 2019**.

Loren A. Stephen-Porter, Board Secretary

"Exhibit B"

Medical Operations Plan

TABLE OF CONTENTS

Page	Topic
2	Overview
4	On Course Incidents
4	Available Transport Systems
5	Mass Causality Incident
5	Reference A - Area Map

"Exhibit B"

Medical Operations Plan

OVERVIEW

Located in Southern California, San Luis Rey Downs (SLRD) is the only auxiliary training track continuously approved by the California Horse Racing Board since 1984. Unlike the tracks in the California racing circuit, San Luis Rey Downs is open for training every day, 365 days a year, enabling trainers to develop a permanent home.

The SLRD Track

The San Luis Rey Downs facility has a well-maintained one-mile track and a smaller training track. There is 24-hour security with no unlicensed people allowed on the grounds. During training hours, there are outriders, official clockers and an official gate crew.

The SLRD Facilities

There are currently 500 stalls at the San Luis Rey Downs, leased by trainers wishing to have a permanent base for their training and racing operations.

Amenities at San Luis Rey Downs include a large regulation-sized equine pool, arena, rounds pens, stationary training gate, "All Weather Trails," tack shop/feed store, Equicise (free run) machines, saddling paddock, track kitchen, mechanical hot walkers, and equine scale, Farrier Shop, pens and outside paddocks.

The SLRD Clients

Many of the breeders in Central and Southern California use San Luis Rey Downs for the transition between the baby training done on the farms and the high-powered racing of Southern California.

The SLRD Location

San Luis Rey Downs, in the affluent bedroom community of Bonsall, in northern San Diego County.

Should a Medical Incident of Any Nature Occur for Transportation:

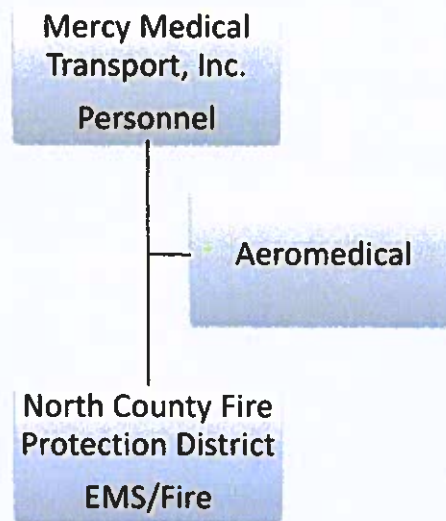
- Involving an official or participant.
- Involving a spectator, course worker or non-participant.

Contractor's Initials

"Exhibit B"

Medical Operations Plan

The chain-of-command and Medical Authority for any and all incidents involving treatment shall be/is North County Fire Protection District (NCFPD), or most appropriate Advanced Life Support (ALS) unit from the North Zone catchment.



Accordingly, for this daily six (6) days-a-week stand-by event, Mercy Medical Transportation is establishing an on-site ALS ambulance that is utilized to take care of minor medical problems, basic patient evaluations, etc. If a patient of sufficient severity, where ALS care is required or meets local protocols for transportation by ambulance, the patient treated would be transferred from Mercy Medical Transportation, Inc., Paramedics to NCFPD, or another ALS transporting agency should NCFPD resources not be reasonably available.

Moreover, Mercy Medical Transport, Inc., shall have two (2) ALS local licensed paramedics at stand-by Monday through Saturdays, six (6) days a week, from 0500-1100 hours. Mercy Medical Transportation, Inc., shall provide ALS equipment including and not limited to, C-spine equipment, basic bandaging and splinting, ALS and Basic Life Support (BLS) supplies, according to San Diego County ambulance equipment ordinance Policy. ALS equipment shall be in the standard of what is commonly accepted in the industry and carried by local San Diego protocol and policy.

All contact(s) for rescue and/or transport of the ill or injured will be either via Monte Vista Dispatch, North County Dispatch JPA, or routed through the 911 communication system and handled via standard local protocols.

Contractor's Initials

ON COURSE INCIDENTS

"Exhibit B"

Medical Operations Plan

Mercy Medical Transportation, Inc., personnel shall be the primary/patient care providers for any incident on course. Mercy Medical Transportation, Inc. personnel will be the first responders and shall start extrication, patient care. Once on scene, NCFPD will provide direction and coordination at the scene with any additional resources needed as per the chain-of-command.

The primary Trauma Center will be Palomar Medical Center, in Escondido California. Palomar Medical Center is a Level II Trauma Center. Should the need arise it becomes the transporting agency's discretion as to where the patient is taken, within San Diego County's policies and protocols.

All radio transmissions shall be in plain English and to the point. This makes for a professional flow and understanding of what is exactly needed, where and how many injured.

Any patient transported shall fall under standard San Diego County Treatment Protocols, and treatment will be rendered as directed by the base hospital having jurisdiction. The method and destination of transport shall be according to San Diego County Policies and Protocols and shall be at the discretion of the primary medical responder at scene, in coordination with the transporting unit.

AVAILABLE TRANSPORT SYSTEMS

If a patient needs to be transported, including from the water, accessing the local EMS system (North County Fire) for an ALS/BLS unit will be the responsibility of on-scene NCFPD personnel. Mercy Medical Transportation, Inc. will contact all pertinent agencies and coordinate all responses.

An Aeromedical crew may be used as a resource should the need arise. NCFPD will contact and coordinate this response with North County Fire as required by local protocol, policies and procedures.

Should the injury sustained by an individual be determined by Mercy Medical Transportation, Inc. personnel to be of the non-emergent type and with agreement of all parties, this individual may transport themselves by personal vehicle to the appropriate medical facility of their choice, upon completion of the appropriate paper work. Accordingly, any injury of the aforementioned, the Mercy Medical Transportation, Inc., personnel shall complete an Against Medical Advice (AMA) Patient Care Report (PCR) with accompanying patient signature of documentation EKG strip, and memorialized via Base Hospital taped radio report.

Contractor's Initials

"Exhibit B"

Medical Operations Plan

MASS CASUALTY INCIDENTS

Triage is needed when the number of patients out numbers the number of resources available to provide treatment and/or transport.

To help minimize confusion and to utilize resources efficiently Mercy Medical Transportation, Inc. will contact North County Fire Protection District and until their arrival at scene will utilize:

- The Incident Command System (ICS)
- Mass casualty Incident Command System (MCI-ICS)

All disaster patients shall be sorted utilizing the S.T.A.R.T. triage system. (Attached)

NCFPD or closest fire agency will have the responsibility for Mass Casualty Incidents, and they will ultimately fire will be in command. Until arrival, Mercy Medical Transportation, Inc. Triage officer will start triage and treatment by on site medical personnel until the arrival of NCFPD or appropriate fire agency. All rescue personnel shall respond to the incident, and assist in patient triage, setting of treatment areas (Casualty Collection Areas "CCP"), etc.

The remainder of the Mercy Medical Transportation, Inc. if appropriate, crew shall work on any participants involved and/or assist in spectator patient care as appropriate.

REFERENCE "A" AREA MAP



Contractor's Initials



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/01/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cindy Elbert Insurance Services Inc 15182 North 75th Ave, Ste 100 Peoria, AZ 85381		CONTACT NAME: PHONE (AG. No. Ext): 602-942-3900 FAX (AG. No): 602-942-4300 E-MAIL ADDRESS:																						
INSURED Mercy Medical Transportation, Inc. 27350 Valley Center Rd. Valley Center, CA 92082		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Arch Insurance Co.</td> <td>11150</td> </tr> <tr> <td>INSURER B:</td> <td>Arch Specialty Insurance</td> <td>21199</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Arch Insurance Co.	11150	INSURER B:	Arch Specialty Insurance	21199	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR INSD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MAPK08373705 Retro: 1/1/08	10/01/2018	10/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			MAPK08373705	10/01/2018	10/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			MAUM08502105	10/01/2018	10/01/2019	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability Claims Made 1/1/08			MAPL20001500	10/01/2018	10/01/2019	\$1,000,000 Each Incident \$2,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is named as additional insured

CERTIFICATE HOLDER North County Fire Protection District 330 S. Main Ave. Fallbrook, CA 92028	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/01/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Cypress Insurance Company NAIC # 10855	
INSURED Mercy Medical Transportation, Inc 2537 Old San Pasqual Rd. Escondido, CA 92027		INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

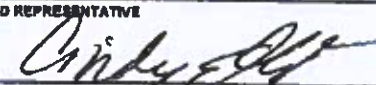
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (EA occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY					COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	MEWC022354	1/01/2019	1/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-PR E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Verification of Insurance

CERTIFICATE HOLDER North County Fire Protection District 330 S. Main Ave. Fallbrook, CA 92028		CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 	
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**NORTH COUNTY FIRE
PROTECTION DISTRICT
OPERATIONS DIVISION STAFF REPORT**

TO: BOARD OF DIRECTORS
FROM: DIVISION CHIEF MAHR AND CHIEF ABBOTT
DATE: JANUARY 22, 2019
SUBJECT: EMERGENCY RESPONSE TIME STANDARDS

ACTION AGENDA

RECOMMENDATION:

The Board approve the following realistic and attainable emergency response time standard based upon updated Urban, Suburban and Outlying population densities. The recommended Emergency Response Times measured at 90% are as follows:

09:00 for Urban
13:00 for Suburban
18:00 for Outlying

BACKGROUND:

When considering emergency response time measurements, it is important to understand how response times are comprised. There are 3 measurements that make up a Total Response Time and each have a recognized standard at the 90th percentile. The first, is the Call Processing Time. This is the time it takes the communication center to process the call and get the initial notification out to the first responding units. The standard on this is 1 minute. The second, is the Turnout Time. This is the time it takes for personnel to acknowledge the call and go responding. The NCFPD standard for this is 2 minutes all time. The third, is the Travel Time. This is the time it takes to drive to the incident location. This time varies based upon population density and a community's expectations.

In 2008, the District had City Gate Associates conduct a Standards of Cover assessment and report. This report recommended that the agency adopt an emergency incident response time measurement based on population density per square mile. Emergency incidents are identified as those that would typically be associated with a code 3 response. These response standards do not include those incidents that are coded as non-emergency. This report identified that the District could meet an emergency response time of 8 minutes 90% of the time within the Urban areas, 13 minutes 90% of the time within our Suburban areas, and 18 minutes 90% of the time within our Outlying area based on a 2008 population density perimeter. The District opted to measure response criteria according to the following chart, which is was also the District's best intent to meet NFPA 1710 response standards of a 5-minute travel time.

Emergency Response Time Standards
January 22, 2019
Page 2 of 3

The chart below shows what the District is currently utilizing as our emergency response time measurement.

POPULATION DENSITY	FIRST ARRIVING UNIT	PERCENTAGE ACCOMPLISHED
Greater than 1000	8 minutes	90%
500-1000	8 minutes	80%
Less than 500	8 minutes	70%

DISCUSSION:

As a San Diego County EMS agency that provides Advanced Life Support (ALS) services under an Exclusive Operating Area (EOA) contract we are bound to a response time measurement that states we *must respond* to emergency incidents in < 10 minutes within the urban population zones and < 15 minutes within the Rural/Suburban population zones. This contract does not stipulate a response measurement for the Outlying population zones.

Aside from the EOA contracted response times, the County is also in the process of redefining the response measurement for the newly formed Unified Response Area. This response area encompasses all areas of the county that are *not* currently under any Exclusive Operating Area contracts and that are unincorporated. The response measurement for this area is zoned according to the County General Plan and the unincorporated service area (USA) plan as noted in the chart below.

RESPONSE CATEGORY	POPULATION PER SQUARE MILE	RESIDENTIAL PROPERTIES	DESCRIPTION	TOTAL RESPONSE TIME @ 90%
URBAN	>500	3-20+ DUAC	Residential, Commercial, Industrial	10 Minutes
RURAL/SUBURBAN	100-500	1-2 DUAC	2 Acre Residential, Light Commercial, Agriculture,	16* Minutes
OUTLYING	<100	1 DUAC	10 Acre Lots, Open Space, Agriculture, Tourism	25 Minutes

- * EOA contract supersedes USA Plan standard of 16 minutes for rural areas

Utilizing the most recent data, the District is currently meeting the following total response times @ 90% of the time by response density zones.

POPULATION DENSITY	TOTAL RESPONSE TIME @ 90% (FIRST ARRIVING UNIT)
Urban >500	8:48
Suburban 100-500	10:41
Outlying <100	16:20

Emergency Response Time Standards

January 22, 2019

Page 3 of 3

FISCAL ANALYSIS:

No fiscal impact.

SUMMARY:

It is the intent of the District to respond as quickly as possible to all emergency incidents. That's said, due to the size, rural nature and number of fire stations that make up the North County Fire Protection District, we need to measure response time performance in a realistic manner. The recommended emergency response time standard utilizes an updated population density perimeter that is in accordance with the San Diego County General Plan, the USA Plan and is also more in line with what our 2008 Standard of Cover report suggested. Additionally, the recommended Emergency Response Time Standard well exceeds the proposed San Diego County USA response time requirements as identified above.

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

TO: BOARD OF DIRECTORS
FROM: DEPUTY CHIEF MAROVICH AND CHIEF ABBOTT
DATE: JANUARY 22, 2019
SUBJECT: CALPERS UAL FRESH START

ACTION AGENDA

BACKGROUND:

As a component of recent contract negotiations with each of the bargaining units, it was agreed to accelerate the pay down of the CalPERS Miscellaneous or "Non-Safety" retirement plan unfunded actuarial liabilities (UAL). This is accomplished by reducing the amortization period from the original 30 years down to 10 years. According to the 2017 CalPERS Miscellaneous Plan Actuarial Valuation, in so doing the District would realize approximately \$1,000,000 in interest savings over the course of 30 years.

DISCUSSION:

The District received a request from CalPERS to enter into a "fresh start" UAL pay down agreement for Fiscal Year 19/20. As the Board has not yet had the opportunity to take formal action on this agreement, this would now be the opportunity to do so. As noted in this agreement, this arrangement is irrevocable.

FISCAL IMPACT:

As noted in the attached agreement, the accelerated paydown will increase the annual payment to CalPERS by approximately \$70,000. In alignment with the "formula" in each of the labor agreements, this increase in the CalPERS contribution rate would simply be included as part of our normal annual PERS contributions and would come off the top of the formula. This means there would be no fiscal impact to the District unless new expenditures exceeded new revenue, which this formula now has language to address.

RECOMMENDATION:

Authorize staff to enter into a new 10-year Fresh Start agreement with CalPERS.



California Public Employees' Retirement System
 Actuarial Office
 P.O. Box 942709
 Sacramento, CA 94229-2709
 TTY: (916) 795-3240
 (888) 225-7377 phone – (916) 795-2744 fax
 www.calpers.ca.gov

October 19, 2018

Business Partner Name: NORTH COUNTY FIRE PROTECTION DISTRICT OF SAN DIEGO COUNTY
 CalPERS ID: 3891469960
 Rate Plan: MISCELLANEOUS PLAN
 Rate Plan ID: 777

Re: Proposal to Fresh Start Unfunded Liability Over 10 Years

Dear Business Partner:

This letter is in response to your request to reduce the amortization period on your unfunded accrued liability to a ten-year period. This request would result in a "Fresh Start", wherein all liability bases from your 6/30/17 valuation would be merged into a single "Fresh Start" base that would then be amortized over a period of ten years.

If you are aware of others interested in this information (i.e. payroll staff, county court employees, port districts, etc.), please inform them.

A comparison of the changes to your unfunded liability payment resulting from this action is displayed on the next page. The information displayed in this letter is based on the unfunded liability shown on page 9 of your June 30, 2017 valuation report. It also reflects the overpayment of your 2018-19 lump sum UAL payment in the amount of \$30.

The information contained in the June 30, 2017 annual valuation report reflects the benefit provisions and member data as of June 30, 2017. The valuation report is appropriate for reporting and disclosure purposes.

The choice to enact a Fresh Start is irrevocable. Once enacted, the Fresh Start cannot be undone for any reason. There are no exceptions.

Instead of a Fresh Start, many agencies choose to paydown the liability in the form of Additional Unfunded Liability Contributions instead. Because the Fresh Start is irrevocable, we advise this alternative option.

If your agency wishes to proceed with the 10-year Fresh Start, we require that this document be signed by a qualified individual and that a copy be returned to us.

Request to Enact a 10-year Fresh Start:

By signing this document and returning it to CalPERS, I agree to enact a 10-year Fresh Start of the unfunded liability for the North County Fire Protection District of San Diego County's Miscellaneous plan, Rate Plan 777. I attest that I have informed all relevant parties. I understand that this action cannot be undone under any circumstance. I understand that our agency can make additional unfunded liability contributions in lieu of a fresh start, but still wish to enact the Fresh Start.

Name: _____

Position/Title: _____

Signature: _____

Shown below is a comparison of changes to your plan's unfunded liability assuming enactment of a 10-year fresh start. This includes a comparison of the changes to your required employer contribution for 2019-20. This action will not change your 2018-19 or 2019-20 Normal Cost contribution.

Please note that there will be no changes to your 2018-19 unfunded liability contribution.

Valuation as of June 30, 2017	Before Fresh Start	After Fresh Start
Projected UAL Balance as of 6/30/2019¹		
Total Unfunded Liability Balance	\$ 2,846,176	\$ 2,846,176
2018-2019 Employer Contributions		
Base Total Normal Cost for Formula	20.468%	20.468%
Surcharge for Class 1 Benefits		
a) FAC 1	0.668%	0.668%
b) PRSA	0.763%	0.763%
Phase out of Normal Cost Difference	0.000%	0.000%
Plan's Total Normal Cost	21.899%	21.899%
Formula's Expected Employee Contrib. Rate	7.954%	7.954%
Employer Normal Cost Rate	13.945%	13.945%
2018-2019 Employer Unfunded Liability payment	\$ 280,037	\$ 350,933

¹Newly calculated amounts were based on a discount rate of 7.00%, which will be used in the June 30, 2018 valuation, rather than the 7.25% used in the June 30, 2017 valuation.

	Fiscal Year
Required Employer Contribution	2019-20
Employer Normal Cost Rate	13.945%
<i>Plus Either</i>	
1) Monthly Employer Dollar UAL Payment	\$ 29,244
<i>Or</i>	
2) Annual Lump Sum Prepayment Option	\$ 338,864
<i>The total minimum required employer contribution is the sum of the Plan's Employer Normal Cost Rate (expressed as a percentage of payroll) plus the Employer Unfunded Accrued Liability (UAL) Contribution Amount (billed monthly in dollars).</i>	
<i>Only the UAL portion of the employer contribution can be prepaid (which must be received in full no later than July 31). Plan Normal Cost contributions will be made as part of the payroll reporting process. If there is contractual cost sharing or other change, this amount will change.</i>	
<i>In accordance with Sections 20537 and 20572 of the Public Employees' Retirement Law, if a contracting agency fails to remit the required contributions when due, interest and penalties may apply.</i>	

If you have questions, please call (888) CalPERS (225-7377).

Nancy E Campbell

NANCY E. CAMPBELL, ASA, MAAA
Enrolled Actuary
Supervising Pension Actuary, CalPERS

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**NORTH COUNTY FIRE
PROTECTION DISTRICT**

FIRE CHIEF/CEO

TO: BOARD OF DIRECTORS
FROM: STEPHEN ABBOTT, FIRE CHIEF/CEO
DATE: JANUARY 22, 2019
SUBJECT: DISCUSSION AGENDA

There are no Discussion Agenda Items for the January 22, 2019, Board Meeting.

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ROBERT H. JAMES

ATTORNEY AT LAW

ROBERT H. JAMES, Esq.
roberthjameslaw@gmail.com

3668 KATIE LENDRE DRIVE
FALLBROOK, CALIFORNIA 92028

TELEPHONE
(760) 723-9018

December 31, 2018

Board of Directors North County Fire Protection District

Re: General Counsel Board Report for January 1, 2019

Strategies to Manage Increasing Pension Costs

In California, increasing pension costs are already starting to crowd out any discretionary spending for many public agencies. Recent news from the California Public Employees' Retirement System ("CalPERS") offers little hope for relief for CalPERS agencies. In the last few years, actuarial changes at CalPERS will lead to even higher employer rates over the next few years. One significant change is reduction in CalPERS' "discount rate" (i.e., assumed investment rate of return) from 7.5% to 7%, meaning that in order to pay for a defined benefit, employers must contribute more to the fund.

For public agencies, managing these cost increases is a daunting task. CalPERS agencies are bound by the Public Employees' Retirement Law ("PERL") and Public Employees' Pension Reform Act of 2013, ("PEPRA"), which place limits on an employer's options for reducing costs. CalPERS contracting agencies are also bound by the constitutional principles related to vested rights. On top of that, public agencies must further be cognizant of the Meyers-Milias-Brown Act ("MMBA") and their obligations to notify and/or bargain with employee associations regarding changes to pension benefits.

With this backdrop, it is no wonder that public agencies have grown frustrated in trying to manage their increasing pension costs. However, while juggling all these obstacles is difficult, it is not impossible. It will require a lot of creativity and strong leadership.

To some extent, PEPRA was a legislative attempt at this by eliminating employer-paid member contributions ("EPMC") for new members (i.e., most of those who became CalPERS members on or after January 1, 2013) and requiring that these employees pay at least 50% of the "normal costs." For classic members, agencies can start to reduce EPMC and have employees pay more of the employee contributions required by statute. This is usually one of the first things agencies do when trying to reduce costs, as it can be imposed upon represented employees after exhausting the meet and confer process. For both classic and new members, employers and employees can agree that employees will pay some of the employer's portion as well (i.e., cost sharing under *Government Code* Section 20516). *Government Code* Section 20516.5, which was part of PEPRA, became effective on January 1, 2018. For the first time, it allows

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TELEPHONE

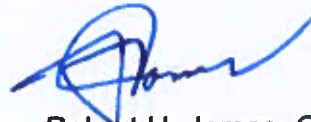
(760) 723-9018

employers to impose, in limited amounts, the equivalent to cost sharing after meet and confer. It applies only to classic members.

Employers can negotiate modifications to compensation and benefits with employees to reduce the amount that qualifies as "PERSable" compensation. For example, instead of more PERSable salary, employers could provide for more paid time off or health benefits. Another creative strategy is to purposely structure specialty pays so that they do not comply with CalPERS' regulation on special compensation, making them non-reportable.

Public agencies could also attempt to lower their current and future retiree health benefit costs. Moving retirees into more affordable plans will reduce our costs. Reducing the amount contributed by the agency is also being considered by many public agencies. However, employers must approach either of these strategies with caution. A vested rights analysis should be done to determine whether these benefits are constitutionally protected in their current form.

ROBERT H. JAMES, Attorney at Law



Robert H. James, General Counsel for the
North County Fire Protection District

RHJ/km

cc: Chief Steve Abbott



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

TO: BOARD OF DIRECTORS

FROM: STEPHEN ABBOTT, FIRE CHIEF/CEO

DATE: JANUARY 22, 2019

SUBJECT: WRITTEN CORRESPONDENCE

● **WRITTEN COMMUNICATION:**

- January 11, 2019 Letter from ISO re: Pending District Survey

● **BOARD RECOGNITION PROGRAM – None.**



INSURANCE SERVICES OFFICE, INC.

1000 Bishops Gate Blvd, Suite 300, P.O. Box 5404, Mt. Laurel, New Jersey 08054
Phone: (856) 787-0412 or (800) 444-4554 FAX 1-800-777-3929

January 11, 2019

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

RE: Public Fire Protection
North County FD, San Diego County, California

Dear Chief Abbott:

As a continuing program to keep insurance classifications up-to-date, Insurance Services Office, Inc. periodically evaluates all communities and areas which have public fire protection to assure that existing public fire protection is available to individual property owners. This insurance classification number is one of several elements used in developing property insurance premium calculations for many individual properties in your community. The last survey for North County FD was in 2014. We would like to visit your district sometime during the week of March 4, 2019 to verify that the current insurance Class 3/3X is correct.

Our survey will collect data about many items and features which will make up the overall evaluation. A study of the water supply and distribution system will be made. For the fire department, the data will include manning, equipment and training. The means for receiving and handling fire alarms will also be studied. The field visit itself will likely be completed in a single day.

The purpose of the survey is to gather information needed to determine a fire insurance classification which may be used in the calculation of property insurance premiums. It is not for property loss prevention or life safety purposes and no life safety or property loss prevention recommendations will be made.

We will contact you in the next several days so that an appointment date for the field visit can be confirmed and the needed data and pre-survey forms can be discussed. Please contact me if you have any questions about our work. Your cooperation and assistance in helping us collect this data is greatly appreciated.

Very truly yours,

John S. Gorman
Field Representative
Phone: (858) 212-5644
Email: jgorman@iso.com

Cc: Ken Munson, Board President

CalPERS Investment Returns Are in Negative Territory | Chief Investment Officer

By Randy Diamond

The investment returns for the California Public Employees' Retirement System (CalPERS) are in the red so far for the 12-month fiscal year that began on July 1, as slumping returns are occurring across asset classes, says acting Chief Investment Officer Eric Baggesen.

The results for the \$345.6 billion pension plan, the largest in the United States by assets, are considered a bellwether for other public plans, almost all of which work on a July 1 to June 30 fiscal year. With many plans unfunded, if the investment returns don't reverse, the 2018-2019 fiscal year could be the worst for public pension plans since the great financial crisis, adding to unfunded liabilities that total almost \$2 trillion.

Baggesen didn't give exact investment returns in detailing the low investment numbers to the CalPERS Investment Committee on Dec. 17, but CalPERS data from July 1 through Nov. 30 shows that the system lost overall a 1.9% during the five-month period.

The data does not include major price drops that have hit equities particularly hard since mid-November. The S&P 500 dropped 2.8% on Monday and declined more than 5% in the last 30 days.

Among CalPERS's major asset classes seeing drops during the first five months of the fiscal year, the \$165.8 billion global equity portfolio lost 2.6%, the \$91 billion fixed-income portfolio lost 2.2%, and the \$11.4 billion inflation-sensitive asset class, which is made up of inflation-linked bonds and commodities, lost 3%.

"Around the globe, economic activity has been softening a bit," Baggesen said. "When you couple that with rates increases in the United States, you create a bit of fear that perhaps we are headed to the next recession. We have absolutely no ability to predict when that may happen, but the markets being a discounting mechanism, are already anticipating that, and that's showing up obviously in the weakness that we're seeing in the financial marketplace."

Not all CalPERS asset classes had negative returns in the five-month period. CalPERS's \$27.8 billion private equity asset class saw returns of 5.8% while the \$39.5 billion real assets portfolio, which includes real estate, saw returns of 0.9%.

Baggesen, however, told the investment committee that the private equity and real estate asset classes lag by several months the returns of the rest of the CalPERS portfolio, so the returns being reported are likely inflated, and could be affected like the other asset classes.

"We would not be surprised to see those assets marked down in value, or maybe not in the negative territory, but certainly the valuations would probably weaken as time goes along," he said.

This fiscal year's market volatility is a switch from 2017-2018 fiscal year.

CalPERS reported an 8.6% net return in the 12-month fiscal year ending June 30, 2017, which was helped by global equity returns of 11.5%.

“That’s a sobering shift, if you will, from the status at the end of the last fiscal year, virtually all segments of the public markets have declined,” Baggesen said.

CalPERS Investment Committee member Richard Costigan said at the Dec. 17 meeting the only “bright spot” looking ahead for CalPERS was real estate returns. However, if the feds raise rates on Wednesday as expected, it could result in marketplaces like “Los Angeles, Seattle, Miami, Las Vegas, Fresno, beginning to cool.”

Baggesen agreed that a rate hike could have a negative effect on the real estate portfolio’s investment returns.

CalPERS only has a funded ratio of 71% and hundreds of towns, cities, and special districts that are part of the pension plan are already facing contribution increases of up to 20% because of long-term subpar investment returns. This is combined with the fact that the number of CalPERS retirees is increasing compared to the number of active members making payments, creating cash shortfalls for the plan.

CalPERS returned 8.1% for the five-year period ending June 30, but 5.6% for the 10-year period, and 6.1% for the 20-year period.

CalPERS is in the process of lowering its return expectations from 7.5% to 7%. Baggesen said the market may turn around before CalPERS ends its fiscal year next June 30.

“We just have absolutely no way to predict that,” he said, “but we do think that people need to understand that as we stand right now, the fund return is negative, and if that were to flatline from now to the end of the fiscal year, that would be quite a shortfall against our assumed rate of return, with all of the impacts that that would bring with it.”

Tags: [CalPERS](#), [investment returns](#), [pension](#), [Volatility](#)

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New California gov proposes paying extra \$3B to CalPERS pension fund

By trying to pay off as much of the unfunded pension liabilities up front, the state could collectively save about \$14.6 billion over 30 years.

By Romy Varghese | January 11, 2019



<https://images.benefitspro.com/contrib/content/uploads/sites/412/2019/01/bloomberg-newsom-california-1-11-19.jpg> In addition, Newsom would give an extra \$2.9 billion over four years to the California State Teachers' Retirement System, on top of the \$3.3 billion payment required for next year. (Photo: Bloomberg)

(Bloomberg) -California Governor Gavin Newsom didn't campaign on bolstering public pensions, but they figure prominently in his first budget.

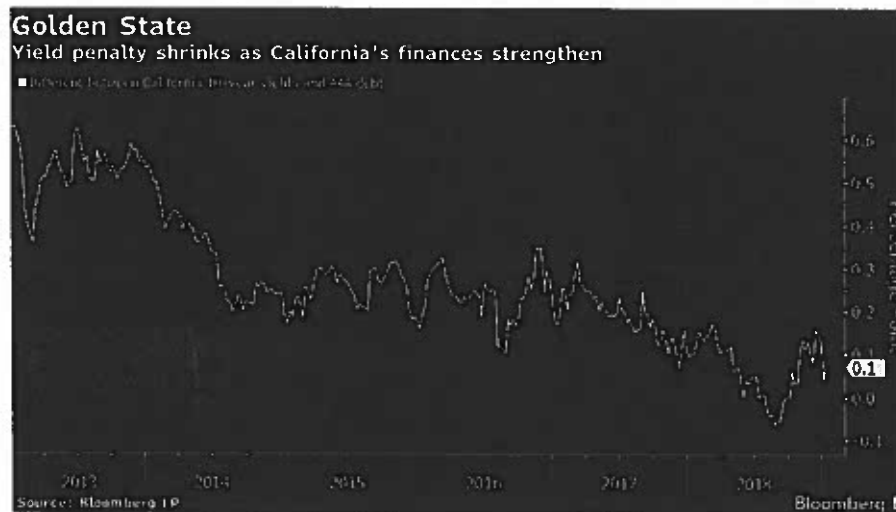
In the spending plan for the fiscal year beginning in July, he proposed making an extra \$3 billion payment to the California Public Employees' Retirement System (CalPERS) to pay down what the state owes to the fund — a debt that grows each year.

That's on top of the \$6.8 billion contribution California is required to make to the nation's largest public pension, according to the budget plan released Thursday.

In addition, Newsom would give an extra \$2.9 billion over four years to the California State Teachers' Retirement System, on top of the \$3.3 billion payment required for next year.

By trying to pay off as much of the unfunded liabilities up front, the state could collectively save about \$14.6 billion over 30 years. That's because unfunded liabilities grow at the same rate as the pensions' expected investment returns, which compensates the funds for gains they would have received if the money had been used to buy stocks and other assets.

Newsom, in a Sacramento briefing four days after assuming office, called the additional funding an historic step. His predecessor, Jerry Brown, was the first in 2017 to propose an extra CalPERS payment, though his \$6 billion infusion relied on a loan from an internal investment account, not on general-fund budget dollars.



(<https://images.benefitspro.com/contrib/content/uploads/sites/412/2019/01/bloomberg-newsom-california-funds-1-11-19.jpg>) Yield penalty shrinks for California. (Chart: Bloomberg)

California's finances are prone to booms and busts because of its reliance on taxing the wealthy, and the "key" to dealing with the volatility is to "stack away as much money as you can and pay off as much debt as you can," Newsom told reporters. "That's about building resiliency."

The moves continue the work under Brown to curb the growth in California's prodigious pension and retiree health liabilities, which tally \$256 billion, budget documents show.

Even as California enjoys rising revenue and surpluses amid an economic boom, pressures to meet promises made years ago continue to mount. The required CalPERS payment for the next fiscal year is more than double the amount a decade ago.

The Democrat would also give school districts relief from their pension payments— \$3 billion. This would provide "immediate relief" and reduce their contribution rates by half a percentage point, according to budget documents. California school districts face significant financial obstacles partly because of rising retirement costs, Moody's Investors Service said.

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Trump threatens to cut off FEMA funding for California

KGO

Wednesday, January 09, 2019 08:19AM

WASHINGTON --

President Donald Trump is threatening to withhold Federal Emergency Management Agency money to help California cope with wildfires if the state doesn't improve its forest management practices.

"Billions of dollars are sent to the State of California for Forrest fires that, with proper Forrest Management, would never happen," Trump initially tweeted. "Unless they get their act together, which is unlikely, I have ordered FEMA to send no more money. It is a disgraceful situation in lives & money!"

Critics were quick to pounce on the conspicuous misspelling in the tweet, and "Forrest" soon became a trending topic on Twitter. The president later published a new tweet with the correct spelling.

This isn't the first time the president has criticized California for its handling of wildfires.

Back in November, he blamed wildfires across the state on quote gross mismanagement, sparking backlash from firefighters and state leaders.

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Up Next



The Biggest Killer of Firefighters is Not Fire
NBC 5 Chicago



CAL Fire Determines What Caused 12 North Bay Fires
NBC Bay Area

What to Know

- **The Julian-Cuyamaca Fire Protection District adopted a resolution on April 10 to apply for dissolution.**
- **The Registrar of Voters validated protests from 26% of the registered voters in the district's area.**
- **In December, the Local Agency Formation Commission asked the San Diego County Board of Supervisors to call an election.**

Julian residents will have a chance to vote to stop the dissolution of their all-volunteer fire department in a special election called for March 19, the San Diego County Board of Supervisors decided Tuesday.

Residents in the unincorporated Julian and the Cuyamaca Rancho State Park regions lost their volunteer fire department when the Julian-Cuyamaca Fire Protection District (JCFPD) was dissolved earlier this year due to financial struggles and aging facilities.

The plan was to transfer all fire protection and emergency medical services to the San Diego County Fire Authority.

However, the San Diego County Registrar of Voters said 26 percent of the 2,410 registered voters in the district sent in written protests to the proposed transfer.

Some community members told NBC 7 they feel they will be overlooked by a fire authority that is hundreds of miles away and that their volunteer fire department knows their community's needs better than an outside department.

Cal Fire Chief Tony Mecham said the ability of anyone to continue an all-volunteer fire department with minimal funding is questionable.

"The fact that the county is bringing \$1.6 million to provide services in Julian is a sign of what it costs to run a modern fire department," Mecham said.

The special election will be by mail-in ballots and will be held on March 19, 2019.

Cal Fire chief: State must consider ban on homes in fire-prone areas

By **DON THOMPSON** | Associated Press

SACRAMENTO — California's increasingly deadly and destructive wildfires have become so unpredictable that government officials should consider banning home construction in vulnerable areas, the state's top firefighter says.

Department of Forestry and Fire Protection Director Ken Pimlott will leave his job Friday after 30 years with the agency. In an interview with The Associated Press, he said government and citizens must act differently to protect lives and property from fires that now routinely threaten large populations.

That may mean rethinking subdivisions in thickly forested mountainous areas or homes along Southern California canyons lined with tinder-dry chaparral.

Yet Los Angeles County supervisors stung by California's housing shortage approved a massive rural housing development Tuesday despite the fire danger.

Developers said the 19,000-home community in rugged mountains 65 miles north of downtown Los Angeles would be built to minimize fire hazards with anti-ember construction and buffers around homes. It would include four new fire stations and roads wide enough to help people evacuate from an area the state has designated as a "high" and "very high" fire hazard zone.

Faced with such dangers, California residents should train themselves to respond more quickly to warnings and make preparations to shelter in place if they can't outrun the flames, Pimlott said.

Communities in fire zones need to harden key buildings with fireproof construction similar to the way cities prepare for earthquakes, hurricanes or tornadoes, and should prepare commercial or public buildings to withstand fires with the expectation hundreds may shelter there as they did in makeshift fashion when flames last month largely destroyed the Sierra Nevada foothills city of Paradise in Northern California.

California already has the nation's most robust building requirement programs for new homes in fire-prone areas, but recent fire seasons underscore more is needed. Officials must consider prohibiting construction in particularly vulnerable areas, said Pimlott, who has led the agency through the last eight years under termed-out Gov. Jerry Brown.

He said it's uncertain if those decisions should be made by local land managers or at the state level as legislative leaders have suggested. But Pimlott said "we owe it" to homeowners, firefighters and communities "so that they don't have to keep going through what we're going through."

"We've got to continue to raise the bar on what we're doing and local land-use planning decisions have to be part of that discussion," he said.

California's population has doubled since 1970 to nearly 40 million, pushing urban sprawl into mountain subdivisions, areas home to fast-burning grasslands and along scenic canyons and ridgetops that are susceptible to fires. After a crippling drought, the last two years have seen the worst fires in state history. November's fire in the northern California town of Paradise was the deadliest U.S. wildfire in a century, killing at least 85 people and destroying nearly 14,000 homes.

A year earlier, a fire that ripped through the San Francisco Bay Area city of Santa Rosa killed 22 people and destroyed more than 5,000 homes and other structures.

Every year since at least 2013, firefighters did not anticipate California's wildfires could get worse, Pimlott said. But each year the fires have increased in intensity — driven by dry fuels, an estimated 129 million drought- and bark beetle-killed trees, and climate change.

In response, the state is doing more planned burning to eliminate brush and dead trees that serve as fuels for wildfires. The state will also add seven large firefighting aircraft, replace a dozen aging helicopters, provide firefighter counseling and ensure that firefighters have enough time off for medical checkups to help them manage the mental and physical stress from a fire season that now never ends.

He said California leads the nation in clearing away dead trees and thinning forested areas that are crowded with trees that can fuel fires, contrary to criticism by President Donald Trump who has blamed forest mismanagement for the fires.

"No other state, or even the federal government, are putting the amount of investment into this space as California," Pimlott said.

The department's philosophy for many years has been to stamp out fires quickly to protect people and property. Prescribed burns were previously used sparingly out of concern they could get out of control, but he said the department is making "a sea change" by recognizing that starting fires under optimum conditions is a good way to reduce dangerous fuels.

Recent fires that have burned into cities have made clear that those protections need to be centered around vulnerable communities, he said. Paradise, for example, was built on a ridge atop steep canyons that helped channel the wind-driven fire, while wildfires have repeatedly blown into Northern and Southern California subdivisions from neighboring wildlands thick with tinder-dry fuel.

Pimlott rose through the ranks from seasonal firefighter to deputy director of fire protection before his appointment as chief of the agency. In that role he doubles as the state's chief forester and oversees a department that includes nearly 8,000 firefighters, forest managers and support staff.

He said he has seen fire conditions worsen each passing year during his three decades with the agency, taking its toll on residents and firefighters alike.

"Folks can say what they want to say, but firefighters are living climate change. It's staring them in the face every day," he said.

To adapt, he advocates wildfire warning systems that not only use new technology like automated phone calling systems, but maybe restoring civil defense-style emergency sirens in some areas. City planners must prepare communities "unlike we ever have before" with easy evacuation routes and new evacuation centers.

And he said Californians must treat "red flag" extreme fire danger warnings the way Midwesterners treat tornado warnings — as imminent threats.

"The reality of it is, California has a fire-prone climate and it will continue to burn," he said. "Fire is a way of life in California and we have to learn how to live with it, we have to learn how to have more resilient communities."

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A 2016 California Law Meant to Prevent Wildfires. Utility Regulators Delayed Enforcing It.

BY: [Tribune News Service](#) | December 11, 2018

By Jeff McDonald

Long before the Camp Fire raced through Northern California, claiming at least 85 lives and all but erasing the Gold Rush town of Paradise, state law required the three big power monopolies to file detailed strategies to prevent wildfires.

Under Senate Bill 1028, San Diego Gas & Electric, Southern California Edison and Pacific Gas & Electric were supposed to prepare annual wildfire mitigation plans for reducing fire threats and identify who specifically would be responsible for implementing them.

The bill, signed into law by Gov. Jerry Brown in September 2016, also called on the California Public Utilities Commission to review the filings every year, comment on the material and audit the companies to make sure they were being followed.

More than two years after the legislation was enacted, state regulators have yet to direct issue directives for the utilities to write the plans, let alone discuss or examine them for compliance -- although SDG&E says its own fire plans comply with the new law.

While the commission delayed enforcing the new law, wildfires suspected of being caused by overhead powerlines and other utility equipment killed at least 125 people. They also destroyed 18,000 buildings and charred hundreds of square miles of the California landscape.

"They have done absolutely nothing in those two years," state Sen. Jerry Hill, the San Mateo Democrat who introduced SB 1028, said of utility regulators.

"The unfortunate thing is we gave them that authority but we did not put a timeline on it," Hill said. "We assumed it would be prioritized, but sadly it takes a tragedy to realign priorities -- and that's what we've seen -- tragedy and devastation."

Utilities commission spokeswoman Terrie Prosper did not respond to questions about why the agency has not required the plans.

In a response to a California Public Records Act request, commission lawyer Frederick Harris said regulators were "in the process of developing procedures to implement Senate Bill 1028" when Brown signed a different wildfire-related bill this past September.

"As a result, the commission had not yet directed the utilities to submit wildfire mitigation plans in compliance with SB 1028," Harris wrote.

The new timetable was developed under Senate Bill 901, the wildfire legislation signed early this fall. The schedule has PG&E, Edison and SDG&E filing annual mitigation plans by February. Regulators have little faith that the paperwork will make any immediate impact.

"The commission does not expect to achieve perfection in the short time that will be available for initial review and implementation of the first wildfire mitigation plans, but will work with the parties to make the best use of that time to develop useful wildfire mitigation plans," an October report states.

For decades, state regulations have required power companies to maintain their equipment in ways that ensure safe and reliable electricity. They also are required to take corrective action when accidents happen.

As monopolies, they are permitted to collect as much money from ratepayers as they need to meet their obligations, with commission approval.

The mitigation plans required under SB 1028 are intended reduce the threat of wildfires and to help determine whether utilities will be able to shift liability for future wildfires from company shareholders to utility customers.

Part of Senate Bill 901 allows power companies to issue bonds to pay for future wildfire-related expenses. If regulators determine that utilities met the prevention standards in the mitigation plans and other rules, they will be allowed to pass the bond costs on to their customers.

PG&E, whose equipment is suspected of igniting the Camp Fire and at least a dozen others since 2017, did not respond to questions about why it has not produced the mandated wildfire mitigation plans.

The other major utilities said they fully complied with state laws, including fire prevention plans required under previous legislation.

"SDG&E's fire prevention plans are filed with the commission on October 31 each year and are compliant with the requirement to submit a wildfire mitigation plan for the past two years," spokeswoman Christy Ihrig wrote by email. "Because we were required to submit both a fire prevention plan and a wildfire mitigation plan, we filed one plan that met both sets of requirements."

Edison, which operates the powerline suspected of starting the Thomas Fire that roared through Ventura and Santa Barbara counties last December, said it has several plans in place to prepare for and to mitigate the impact of potential wildfires.

It blamed regulators for not having the plan required by SB 1028.

"At the time SB 901 was enacted, no CPUC rulemaking on prior legislation had been established," an Edison spokesman said by email.

San Diego firestorm

In October 2007, amid a crush of high winds and even higher temperatures, a transmission line owned by SDG&E sparked a brush fire just east of Ramona.

Within minutes the blaze grew out of control, driven by powerful gusts known as the Santa Anas and fueled by acre after acre of thick, drought-stricken vegetation that had not burned for years.

The Witch Fire was the first in a cavalcade of wildfires to strike San Diego County that week, the second deadly firestorm in the region in just four years. Some 500,000 people would flee their homes before it was over. Two people lost their lives; 40 firefighters were injured.

Two other fires that erupted that week also were caused by SDG&E powerlines, according to investigations completed in the aftermath.

In Fallbrook, hundreds of homes were lost to the Rice Fire. A smaller blaze dubbed the Guejito Fire broke out and quickly merged with the Witch Fire, which eventually burned down more than 1,100 homes on a relentless march to the coast.

SDG&E pegged damages at more than \$2 billion, exceeding its \$1 billion insurance policy.

The utility later recovered hundreds of millions from a telecommunications firm whose cable had come in contact with the transmission line suspected of igniting the Rice Fire and a tree-trimming company that was supposed to have removed dry vegetation.

Then in 2009, SDG&E sought permission to charge customers almost \$400 million in leftover costs from the 2007 fires. Edison and PG&E joined SDG&E in asking to open special accounts to hold ratepayer funds to pay for future wildfire damages.

The utilities commission rejected the idea, and the monopolies persisted in working to curb their liabilities.

SDG&E appealed the commission ruling in court and lost. Just last month, utility executives announced they would appeal to the decision to the California Supreme Court.

Hill's 2016 legislation was introduced in response to the powerline-caused fires in San Diego County -- and SDG&E's years-long effort to charge ratepayers for the damages.

"We were a little ahead of the curve, obviously," the senator said.

Meanwhile, citing climate change and the intensifying nature of wildland fires, lobbyists for the monopolies began meeting with lawmakers to propose legislation that would insulate shareholders from billions of dollars in losses.

Their efforts were rewarded in Senate Bill 901. One provision sets aside \$1 billion over five years to fund programs aimed at thinning California forests and other fire-prevention measures.

More important, the law granted PG&E special permission to borrow billions of dollars to pay for damages from a dozen or more 2017 wildfires that ravaged Sonoma and Napa counties -- and to repay the loans with ratepayer funds.

"I was the only person in the Senate to speak against 901, and it was clearly a bailout of PG&E for their liability before any alternatives," said Hill, the San Mateo senator. "Or even before the extent of the liability was determined."

Diane Conklin is a co-founder of the Mussey Grade Road Alliance, an East San Diego County community group that was organized after the 2003 Cedar fire to help prevent powerline-caused wildfires.

The alliance opposed Senate Bill 901, arguing that protecting utilities from liability for equipment failure or negligence would raise the likelihood of future wildfires because companies would no longer be concerned about paying the costs.

"Utility-caused wildfires are not 'natural' disasters, even if climate change contributes to their severity," she said. "Such fires do not start without a source, and if utility equipment is old, poorly inspected or poorly maintained it is more likely to be a source of ignition."

'They're doing nothing'

Over the two-plus years since lawmakers passed Senate Bill 1028, California wildfires have grown increasingly common and deadly.

In June, state fire investigators announced that 12 fires from the October 2017 siege in Northern California were caused by PG&E's equipment. State officials took the unusual step of sending their findings to local prosecutors.

"Cal Fire's investigations have been referred to the appropriate county District Attorney's offices for review in eight of the 12 fires ... due to evidence of alleged violations of state law," the agency said.

Utility regulators say they are investigating the recent fires but have yet to issue penalties due to violations cited by Cal Fire.

Some consumer advocates see the delays in civil enforcement by the commission -- or a lack of citations in general -- as a factor that has contributed to recurring utility-caused wildfires.

"The problem is they're doing nothing to stop the fires, and they are stoppable," said lawyer Michael Aguirre, who has been investigating the commission's response to wildfires and other accidents since he served as the San Diego city attorney more than a decade ago. "What the CPUC is focused on is funding the fires. We are trying to stop the fires."

While regulators have begun considering how to implement that latest law aimed at reducing the threat of wildfires, utility lobbyists have been meeting with commissioners and their staffs privately.

According to state-required disclosures, Edison lobbyists requested and received five separate meetings with three different commissioners in November.

Meanwhile, commission President Michael Picker reported four meetings with PG&E and Wall Street investors, some of which attracted dozens of hedge funds and asset managers.

"To ensure public safety in this time of increased wildfire occurrence, the commission is addressing wildfires in many settings and proceedings," Picker explained in his disclosure.

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Pension Politics: Should States Be Investing in Controversial Companies?

by Liz Farmer | December 2018

It's an increasingly divisive question. If the goal is to affect change -- from gun control to climate change -- some argue that to divest is the best, while others believe pensions would have more power keeping their financial stake.

Earlier this year, even before a gunman killed 12 patrons at a bar in Thousand Oaks, there was a groundswell of calls for California's two largest pension funds to sell off their investments in gun retailers. But Jason Perez, a Southern California cop, balked. As a protest against "politically correct" investing, he decided to run for a seat on the California Public Employee Retirement System's board of directors. And it wasn't just any seat; it was the one held by CalPERS Board President Priya Mathur.

Mathur had been on the board for 15 years. She is a globally recognized leader in the sustainable investment community and holds a seat on the board of the United Nations-supported Principles for Responsible Investment, a network of international investors working to create and promote standards for sustainable investing. She's worked to apply those standards to CalPERS.

Perez and his union, the Corona Police Officers Association, have routinely criticized the board for spending too much time on environmental and social investment programs. Association members regularly attended CalPERS meetings 430 miles away in Sacramento to urge pension officials to focus instead on making money for the \$360 billion pension fund. During his campaign, Perez painted a picture of an investment strategy overrun by politics and emotion, particularly proposals before the board to divest the portfolio of gun manufacturers and retailers and to drop the controversial Dakota Access Pipeline.

Even though the board ultimately rejected both ideas, Perez's campaign was successful. In October, Mathur was easily unseated when Perez won 57 percent of the vote. While it's by no means a total repudiation of the board -- fewer than 17,000 votes were cast by the more than 400,000 eligible voting beneficiaries of the fund -- it was the second time in a year a divestment critic ousted a CalPERS board member. The first came last December, when Margaret Brown, an Orange County school district administrator, unseated incumbent Michael Billbrey.

At issue in California and elsewhere is what's called ESG investing, a strategy based on an asset's environmental, social and governance factors. Environmental factors might include a firm's carbon footprint or its contributions to deforestation. Social considerations would look at working conditions or impact on local communities. Governance covers things like corruption or how a corporate board behaves. The idea is that firms with sustainable environmental practices, who are good social stewards and have strong governance practices, are more likely to produce stronger returns over the long run. While the notion of ESG investing has been around for decades under one name or another, its current form has taken off in popularity as more sustainably minded millennial and Generation X investors have entered the stock and bond markets.

Many governments have positioned themselves as good ESG investments in order to attract these investors. They've even generated new vehicles for investments, such as green bonds and pay for success bonds. But as a result, they're finding themselves awash in controversy, accused of playing politics. As our nation has grown more politically divided, it's become more tempting for politicians to use pension funds as a political club in the name of responsible investing.

Of course, social divestment isn't new. It began in earnest in the 1980s as a reaction to apartheid. In protest, pension funds sold off their stakes in companies that were doing business

in South Africa. Since then, funds have dumped tobacco stocks and holdings in companies doing business in Darfur because of ongoing human rights violations. More recently, there's been increasing pressure on state and local pension funds to sell off equity in gun retailers, fossil fuel companies and private prisons. The American Federation of Teachers, for instance, lobbied teacher pension funds this year to cut their exposure to investment firms that funneled money into private prisons used to house migrants whose children had been separated from them at the border. The Chicago teachers fund obliged.

What is new is the extent to which public funds have embraced ESG investing. In fact, it's a booming business: Assets under management in such portfolios have grown to an estimated \$23 trillion globally, an increase of more than 600 percent over the past decade, according to mutual fund researcher Morningstar. Technology has helped increase the overall profile of ESG investing by making it easier for any investor -- institutional or not -- to adopt the approach and filter out unwanted assets.

What's more, of the seven U.S. pension funds that are signatories to the U.N.-supported Principles for Responsible Investment, three signed on in just the past three years. The overriding point of the principles is that certain factors such as climate change and human rights can affect a company's performance and should therefore be considered alongside more traditional financial factors. Proponents of the investing strategy say it's about buying, not selling, bonds. That is, rather than socially divesting, pension funds would dabble in social activism, buying into companies to encourage and maintain sustainable practices.

For many, the crucial question isn't whether a pension investment does good, but whether it does well: Does it ultimately fulfill a government's fiduciary duty to earn a healthy rate of return?

The research on whether pension funds are leaving money on the table with ESG investing is mixed. A 2016 paper by the Boston College Center for Retirement Research found that the returns of mutual funds that screen for such investments generally underperformed when compared to unrestricted funds. But that wasn't always because the investments themselves were underperforming. The center notes that the fees in the ESG funds are roughly 100 basis points higher than their counterparts, which may reflect the additional costs to screen investments.

More recently, Trillium Asset Management, which is one of the major ESG investment firms in the U.S., found that Massachusetts' pension trust lost an estimated \$79 million on its \$1.6 billion fossil fuel holdings over a five-year period ending in 2017. If the fund had instead invested \$1.6 billion in an anti-fossil fuel index fund, Trillium said it would have paid off \$1 billion over the same period.

There's another way to look at ESG profitability. Ohio State University law professor Paul Rose thinks that evaluating return on investment is a limited view of a pension fund's fiduciary duty. Rose, who studies sovereign wealth funds, says pensions also have a duty to consider wealth maximization for taxpayers and the broader impact of their investments. While an industry may appear to be a sound investment on paper, it may also be contributing to higher costs for governments in areas like water quality, health care or welfare. While private investors can ignore such negative effects, a pension fund should consider whether it's aiding something that ultimately costs taxpayers more money.

It's not uncommon for other investors to consider these impacts, says Rose. He points to revolving loan funds for minority businesses. These may be considered riskier, but such funds can help create long-term wealth and stability for taxpayers. "You could create a colorful argument that [certain types of] ESG investing does help taxpayers over the long term," he says.

Still, Rose notes, those pushing for or against certain types of investments can't just say they think the move is good for the long term. "You need to be able to demonstrate that you've run the numbers."

Meanwhile, critics of ESG investing by pension systems contend that fund managers have a

fiduciary duty to get the highest returns possible for their beneficiaries at a reasonable level of risk. If investing in a certain fund will add performance, then “do it,” says former Connecticut Treasurer Chris Burnham, who has decried socially responsible investing. But too often, he continues, decisions are based on the desires of “politicians playing politics with the fund’s money.”

Take Illinois. In 2015, state lawmakers voted to require the state’s pension systems to divest from companies that boycott Israel. In a recent paper, the Institute for Pension Fund Integrity noted that the American public is deeply divided over the many issues surrounding the Israeli-Palestinian conflict, making it “all but certain there are members of the Illinois pension systems who lie on both sides of this issue and do not want their funds being used to make this political statement.”

In California, Beth Richtman, managing investment director of CalPERS’ Sustainable Investment Program, couldn’t agree more with taking the emotion out of investment decisions. This year, CalPERS revamped its investment division, created a new one to monitor ESG investing across its entire portfolio and named Richtman to run it. Her philosophy is “not in any way focused on exclusions based on ethical grounds,” she says. Rather, it’s about assessing the fund’s exposure to environmental, social or governance dangers down the road. She is pushing for improving the fund’s research while prioritizing sustainable investment opportunities and using CalPERS’ reputation as a responsible investor to affect what it views as positive change through its investments. “We have long-term liabilities stretching out over decades, so we need to make sure our risks align with that.”

Richtman points to climate change as a classic example. Some investments such as coal might look very attractive in the near term. But decades out, they could be long-term losers. “It’s important we get this right,” she says. “Otherwise, we might end up mispricing investments.”

This approach gets murkier around social issues. While there’s plenty of data to show the benefits of environmental investments or that certain governance practices such as a diverse corporate board are linked with better performance, social issues are steeped in emotion and politics. Richtman says her division is in the process of mapping social issues to determine where CalPERS is at risk.

The most recent anti-gun movement is a clear illustration of the way the ESG strategy of working with companies can achieve results -- better results than a straight-up divestment approach. After the mass shooting last February at Marjory Stoneman Douglas High School in Parkland, Fla., student-led activism put pressure on Wall Street and investors to reevaluate their gun-related holdings. Amid the outcry, California Treasurer John Chiang went before his fellow CalPERS board members to request they divest from national retailers selling guns that are illegal in California. To help make his case, Chiang, who was running for governor at the time, brought families who had lost loved ones in mass shootings to a board meeting to plead with the board to pull its money from gun-related retailers.

Given CalPERS’ divestment history, the idea wasn’t out of line. As recently as 2013, the board opted to sell off the fund’s stakes in two manufacturers of guns and high-capacity ammunition clips. In his argument, Chiang pointed out that gun stocks had plummeted following the Parkland shooting.

Chiang’s original request to divest came in 2017, following a mass shooting in Las Vegas that claimed 58 lives and injured 851 others. In response, CalPERS began pressuring companies such as Walmart and Dick’s Sporting Goods to change their firearms sales. Following the Parkland shooting, more investors did the same. Those companies and others eventually agreed to discontinue the sale of assault-style weapons, cease selling high-capacity magazines as well as bump stocks, and sell firearms only to people who are 21 years of age or older. “I don’t think that would have happened had we just divested,” says board member Theresa Taylor.

In March, the board rejected Chiang’s request to divest, tabling the discussion until 2019. But the discussion was still enough to compel Perez to shake up the CalPERS board by running for a seat. Meanwhile, gun stocks have generally recovered. And most board members believe they took the moral high ground in working with the retail companies to affect firearms sales. “Yes,

this conversation involves politics," says Chiang. "But politics reflects values, and values are important."

One year later, Fallbrook community devastated by Lilac fire is moving forward - InsuranceNewsNet

San Diego Union-Tribune (CA)

Dec. 09--A year ago, after the Lilac fire roared through the Rancho Monserate Country Club in Fallbrook, destroying 75 homes, residents put up a sign near the front entrance.

"Rancho Strong," it read.

The words turned out to be more than wishful thinking.

Most of the houses that burned down have been replaced, or soon will be. People are returning to the place they call home, to a close-knit senior community of about 400 residents that's tucked up against a mountain in the San Luis Rey River valley.

"It was hard, we had to learn a lot, but we got through it," said Jim Jones, who with his wife, Sandy, was among the first to run the gauntlet of insurance claims and construction plans, of government permits and utility hook-ups, of furniture-buying and new landscaping.

They moved back in mid-July, just seven months after the fire. Their street was particularly hard-hit, losing all two dozen of its manufactured houses, and now Jim Jones jokes that they might need to change the name to Hollywood Boulevard because everything is new and shiny.

Up and down the street, crews are busy -- finishing the cement work on new curbs, erecting metal carports, installing mailboxes. Whenever one of the new pre-built homes is trucked in, the owners sit nearby in lawn chairs, sipping champagne.

"It's fun to see people happy again," Sandy Jones said.

Not everyone's recovery has gone smoothly. Some residents have been delayed by financial problems or construction backlogs. Others decided not to come back and have sold their empty lots to investors or developers.

But there's no mistaking the air of normalcy that's settling in, and the experience there may offer some lessons -- and some hope -- for the thousands of other people in California just now beginning the journey back from ruinous wildfires.

At Rancho Monserate, the holiday decorations are up again outside the clubhouse. The annual Christmas dinner -- \$12 for Honey Baked Ham, scalloped potatoes, glazed carrots, salad, rolls, apple pie -- drew a capacity crowd.

And the December newsletter is filled with items about daily life -- how one resident set an 18-hole record on the golf course, how donations are being collected again for the Fallbrook Food Pantry, how the Supper Club went to a Thai restaurant in November and had sweet rice with mango.

A year ago, after the community lost one-third of its houses to the fire, almost none of that seemed possible.

Starting over

Rancho Monserate sits off Old Highway 395, west of Interstate 15 and south of state Route 76.

The property dates back to a Mexican land grant in 1846, when Governor Pio Pico gave his brother-in-law 13,323 acres in what would become the Bonsall and Fallbrook townships.

Once home to 13,000 sheep, 3,000 head of cattle and 300 horses, it was turned into a mobile-home park in the early 1970s, and a decade later was one of the first in the state to convert from rental spaces to private ownership. At least one resident of each unit has to be age 55 or older.

There were 232 homes there when the fire hit on Dec. 7, 2017. It started next to Interstate 15 -- the cause may never be known, although sparks from a chain-dragging truck is considered a strong possibility -- and got into a brush-filled gully that separates the freeway from Old Highway 395.

Then it jumped into Rancho Monserate, moving so quickly residents in some cases had only minutes to escape. Steffani Smith's Subaru was spattered with red retardant from a firefighting plane as she fled, the flames so close and hot they melted the car's windshield wipers.

The 62-year-old disabled widow got out with her dog, Donut, some of her paintings, a few important documents, and little else. When her house was destroyed, so were the medals her late husband earned fighting in the Vietnam War, and the American flag that draped his casket. Their wedding photos. Things her mother had made for her.

She's spent the last year living nearby in a rented house in an orchard. Her replacement home was trucked to her lot on Halloween, but it will take a few months to do the finish work: drywall, floors, utility hook-ups. She hopes to be in by mid-January.

"The old house was built in 1974 so everything about this is an upgrade," she said on a recent weekday as she walked around the perimeter of her place. "And I've never had a house that's brand new. I'm excited."

Her house is the same size as the old one. Same exterior color, too -- blue. But other residents have used the devastation as an opportunity to enlarge their homes, or change the layout.

When the Joneses rebuilt, Jim wanted room out back for barbecues and fruit trees. Sandy wanted decorative pillars on the back porch and a farmhouse sink in the kitchen. They got all of that, along with siding and decking built out of composite material that's less likely to burn than wood.

The couple lost everything in the fire because when it started they were shopping at Costco in San Marcos. He misses his Point Loma High School letterman's jacket and his "cherry" 2005 Ford Ranger. She's most upset about the family heirlooms: photos, her wedding dress, letters her dad sent to her mom during World War II, recipes.

"People tell you it's just stuff, but it's more than that," she said.

One day a few months ago, a box arrived unexpectedly in the mail. A relative who had been in their wedding party sent them copies of the photos from the ceremony to replace those destroyed in the fire.

The photos are framed now and hanging in the hallway. Next September will be the couple's 50th anniversary.

Feeling lucky

Dan and Pat Damon had no homeowners insurance. The policy had expired and the insurance company declined to renew it. They were looking for new coverage when the fire hit.

They'd paid cash for the house six years ago and were on a glide path into retirement. A professional musician for 40 years, he was cutting back on his performances and looking forward to playing more golf. She was taking it easier, too; she has bad knees and can't get around the way she used to.

Now, at age 70, he's working full-time again, with shows five nights in a row this week. But he's not complaining. "I'm happy for the work," he said.

They took out a loan to pay for their replacement house and moved in five months ago. It's

three bedrooms now instead of two, so he can have his music room -- formerly in a shed -- indoors. He was able to decorate its walls with photos and other mementos from his career because his sister in New York had saved copies.

"I'm lucky she had them," he said.

Luck comes up a lot when they talk about what they've been through.

They were at an estate sale one day a few months ago when they ran into someone who remembered seeing Dan perform in Hemet. The Damons picked out some furniture -- almost everything in the house now is second-hand -- and were headed to the bank to withdraw the necessary cash when their cellphone rang.

The acquaintance from Hemet had paid for the furniture.

"Sometimes people ask you the 'Why me?' question," Pat said. "For me, the 'why' is so I could have my eyes opened to what people really are, and what they are is good. People have been so kind and generous to us."

Their Christmas tree is a hand-me-down, too, picked up at a "Christmas in September" event at the Rancho Monserate clubhouse. Residents donated holiday decorations for those who lost theirs in the fire.

That sense of community is one reason most of those left homeless a year ago have decided to come back. "It's peaceful here, and quiet, and people take care of each other," Smith said.

Financially, many of them didn't have a choice. The houses in Rancho Monserate, most of them two-bedrooms and about 1,500 square feet, generally cost less than \$350,000. Where else are you going to find that in San Diego County?

But that doesn't mean some of them didn't explore other options. They're still spooked by fire, anxious any time they see smoke in the sky.

"I didn't want to come back," Sandy Jones admitted. She figures the flames will return some day. She wanted to live somewhere that feels safer. But where, her husband asked, would that be?

"You can't get away from fires any more," he said.

The Damons feel the same way. They've adopted a new motto, one that seems to fit the vibe of the whole community, one year after disaster.

"Always forward," Dan said. "Never backward."

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

TO: BOARD OF DIRECTORS
FROM: STEPHEN ABBOTT, FIRE CHIEF/CEO
DATE: JANUARY 22, 2019
SUBJECT: COMMENTS, REPORTS AND UPDATES

● **STAFF COMMENTS/REPORTS/UPDATES:**

● **STEPHEN ABBOTT, FIRE CHIEF/CEO:**

● **CHIEF OFFICERS & STAFF:**

● **BOARD:**

● **BARGAINING GROUPS:**

● **PUBLIC COMMENT:**

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

TO: BOARD OF DIRECTORS
FROM: STEPHEN ABBOTT, FIRE CHIEF/CEO
DATE: JANUARY 22, 2019
SUBJECT: CLOSED SESSION

- CS-1. **ANNOUNCEMENT — PRESIDENT LUEVANO:**
➤ *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 NEGOTIATOR — GOVERNMENT CODE § 54956.8 — CHIEF ABBOTT:**
➤ PROPERTY LOCATION: 4157 Olive Hill Road – Station 3
PARTIES: Fallbrook, CA 92028;
North County Fire Protection District (Seller);
UNDER NEGOTIATION: Terms of Sale;
DISTRICT NEGOTIATORS: Chief Abbott, District Counsel James
- CS-3. **REPORT FROM CLOSED SESSION — PRESIDENT LUEVANO**

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