

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: FEBRUARY 26, 2019

Enclosed is your Board package for the Regular **February** 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, February 26, 2019**, beginning at **5:00 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

FEBRUARY 26, 2018 - 5:00 p.m.

LOCATION:

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

PUBLIC ACTIVITIES AGENDA

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

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

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 – Elections, Officers and Terms SOG § 3.2.6.3.).

2. EMPLOYEE OATH OF OFFICE AND BADGE PINNING - CHIEF ABBOTT

(pgs. 3-6)

- **STANDING ITEM:** Badge Pinning and Oath of Office for incoming Volunteers.

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.

3. APPROVE REGULAR BOARD MEETING MINUTES, JANUARY 22, 2019

(pgs. 7-16)

- **STANDING ITEM:** Review and approve Minutes from January meeting as presented.

4. APPROVE REGULAR BOARD MEETING MINUTES, FEBRUARY 12, 2019

(pgs. 17-18)

- **STANDING ITEM:** Review and approve Minutes from February 12th Special meeting as presented.

5. APPROVE REGULAR BOARD MEETING MINUTES, FEBRUARY 19, 2019

(pgs. 19-22)

- **STANDING ITEM:** Review and approve Minutes from February 19th Special meeting as presented.

6. REVIEW AND ACCEPT FINANCIAL REPORT FOR JANUARY 2019

(pgs. 23-32)

- **STANDING ITEM:** Review and Accept Financial Report for January as presented.

7. REVIEW AND ACCEPT POLICIES & PROCEDURES

(pgs. 33-72)

- **STANDING ITEM:**

1. Governance - Legislative Advocacy:

- **New Policy:** Provides Staff with guidelines to considering enabling response or initiation of legislative or regulatory proposals to allow for timely response to legislative issues.

2. Rules and Regulations – Employment Practices:

- **Updated Policy:** Housekeeping changes to comply with changes in law and current practices.

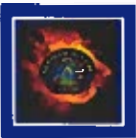
3. Rules and Regulations – Job Descriptions - Division Chief:

- **Updated Policy:** Policy updated to conform with current requirements for position.

4. Rules and Regulations – Job Descriptions – Volunteer Firefighter:

- **Updated Policy:** Policy updated to conform with current requirements for position.

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

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5. Volunteer Firefighter Program Manual – Volunteer Firefighter:
 - Updated Policy: Policy updated to conform with current requirements for position.

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.

8. **REVIEW AND CONSIDER NOMINATIONS FOR CSDA BOARD OF DIRECTORS — CHIEF ABBOTT** (pgs. 73-78)
 - Recurring Event: Review options for making a nomination to the CSDA Board. Southern Region, Seat B.
9. **REVIEW AND CONSIDER NOMINATIONS FOR SDRMA BOARD OF DIRECTORS — CHIEF ABBOTT** (pgs. 79-98)
 - Recurring Event: Review options for making a nomination to the SDRMS Board.
10. **REVIEW AND APPROVE SURPLUS PROPERTY REQUEST – A/C MANN AND CHIEF ABBOTT** (pgs. 99-100)
 - New Event: Review and approve surplus of unused lockers and approve disposal at auction.
11. **REVIEW AND APPROVE CONTRACT FOR MICROWAVE RADIO SYSTEM UPGRADES — DEPUTY CHIEF MAROVICH AND CHIEF ABBOTT** (pgs. 101-10)
 - Follow-Up Event: Review and approve contract for sole source contract for Microwave upgrade as previously approved by through the Neighborhood Reinvestment Grant.

ACTION/DISCUSSION AGENDA

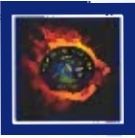
No action shall be undertaken on any Discussion item. The Board may: acknowledge receipt of the information or report and make comments; refer the matter to Staff for further study or report; or refer the matter to a future agenda.

12. **PUBLIC HEARING DATE/TIME CERTAIN FEBRUARY 26, 2019 AT 5:30 P.M. — HEARING ON FORMATION OF ELECTION DISTRICTS — CHIEF ABBOTT** (pgs. 111-14)
 - NEW ITEM: SECOND Public Hearing to receive input from public regarding formation of Election Districts.

STANDING DISCUSSION EVENTS:

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

- **LEGAL COUNSEL REPORT:** (pgs. 115-16)
"Code Enforcement Changes in California"
- **WRITTEN COMMUNICATION:** None. (pgs. 117-18)
- BOARD RECOGNITION PROGRAM
- **NEWS ARTICLES:** As attached. (pgs. 119-56)
- **COMMENTS/QUESTIONS:** (pgs. 157-58)
- **STAFF:**
 - Chief Abbott
 - Other Staff
- **BOARD**
- **BARGAINING GROUPS**
- **PUBLIC COMMENT**



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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. There are no Closed Session Items for the February 26, 2019, meeting.

(pgs. 159-60)

ADJOURNMENT

SCHEDULED MEETINGS

The next Special Board Meeting is: **March 12, 2019, 8:30 a.m.** at NCFPD's Scout Hut.

The next Regular Board meeting is: **Tuesday, March 26, 2019, 5:00 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; [4] District's website at <http://www.ncfire.org>. 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, 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.ncfire.org>, subject to the Staff's ability to post the documents before the meeting. The date of posting was **February 22, 2019.**"

Board Secretary Loren Stephen-Porter:



Date: February 22, 2019

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

TO: BOARD OF DIRECTORS
FROM: STEPHEN ABBOTT, FIRE CHIEF/CEO
DATE: FEBRUARY 26, 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 – Elections, Officers and Terms SOG § 3.2.6.3).*

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**NORTH COUNTY FIRE
PROTECTION DISTRICT
ADMINISTRATION**

TO: BOARD OF DIRECTORS
FROM: DEPUTY CHIEF MAROVICH AND CHIEF ABBOTT
DATE: FEBRUARY 26, 2019
SUBJECT: BADGE PINNING CEREMONY

PUBLIC ACTIVITIES AGENDA

BACKGROUND:

The Board of Directors has approved a process of installing District employees during regularly scheduled Board meetings. This practice provides a professional environment for introducing the employees and their families to our organization and community.

DISCUSSION:

The following individuals will be present during the February 26, 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 individuals for installation and promotion:

| NEW EMPLOYEES | |
|---------------------|-----------------------|
| NAME | RANK |
| Freddy Avila | Volunteer Firefighter |
| Ian Bertotti | Volunteer Firefighter |
| Daniel Carrillo | Volunteer Firefighter |
| Trent Chavez Matzel | Volunteer Firefighter |
| Trevor Clarke | Volunteer Firefighter |
| Connor Cox | Volunteer Firefighter |
| Seam Devine | Volunteer Firefighter |
| Michael Echeverria | Volunteer Firefighter |
| Henry Nguyen | Volunteer Firefighter |
| Emily Nichols | Volunteer Firefighter |
| Gabriel Preisach | Volunteer Firefighter |
| Jose Sergio Orozco | Volunteer Firefighter |
| Cameron Warren | Volunteer Firefighter |

Freddy Avila

Freddy Avila was born and raised in the avocado grove covered hills of Fallbrook. He comes from humble, hardworking family that taught him the importance of what the real meaning of family means. Being there for one another whenever one needs help and

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support. He has also played on sports team and has learned what working as a team can do to work towards as a common goal. He works two full time jobs and still dedicates time and is committed to his duty as a volunteer for NCF and this family.

Ian Bertotti

Ian grew up in Carlsbad and spent most of his time playing water polo, lifeguarding, and all around being in the water. He was able to do all these things with the love and support of his Mom, Dad, younger and older brother. Ian's mom is a Nurse Practitioner who worked in the ER during his childhood and his dad is a retired Oceanside fire captain. Through the exposures of his parents' careers, Ian became determined to serve the familiar communities that he calls home. Ian is now a volunteer for North County Fire Protection District to get the opportunity to serve the people of the community and as well as gain the skills and knowledge to one day become a career firefighter.

Daniel Carrillo

Daniel Carrillo is from Temecula, where he lives with his parents and younger brother and sister. Daniel graduated from Chaparral High School in 2016 where he played both football and lacrosse. Daniel loves playing sports and being outdoors, but his favorite hobby is snowboarding with his friends in Big Bear. Daniel has a lineage of serving others and joined the NCFPD because he wanted to gain valuable experience in the fire service while serving a beautiful community.

Trent Chavez Matzel

Trent Chavez Matzel is 21 years old and currently works as a San Diego County EMT. He attends Palomar College where he is working on his A.A. in Fire Technology. He plans to attend the Palomar Paramedic Program and Fire Academy so that he can one day be a Firefighter/Paramedic. In his free time, Trent loves spending time working out and playing sports. He is also very involved at Reliance Church serving in various ministries. Trent is extremely grateful for the opportunity to Volunteer at North County Fire Protection District, working alongside knowledgeable firefighters. Trent looks forward to serving the people of the Fallbrook, Bonsall, and Rainbow communities

Trevor Clarke

Trevor Clarke is a 23years old who is from San Diego. Trevor was raised in a military family with his mom, dad, and three sisters. He currently lives in Temecula with his family. Trevor enjoys the outdoors, camping, hiking, snowboarding, and any sports. Trevor truly appreciated quality time with his friends and family. Trevor believes that North County Fire Protection District would be a great foundation to help mold him into a well-rounded firefighter.

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Connor Cox

Connor Cox was born in 1991 in Portland OR, Connor moved to California with his family at 7 and has made San Diego his home, living and going to school in North County until he joined the military at 18. He spent 7 years in the Air Force before returning to California to pursue his dream of having a career in Fire/EMS.

Sean Devine

Sean Devine is a born and raised local San Diegan who grew up here in the North County region. After graduating from nearby Ranch Buena Vista High School, he left for 4 years to attend the University of Arizona in Tucson where he earned his BA in History and found a passion in the game of rugby. Not long after returning home from school, Sean left once more to live for a short time in Northern London where he would ultimately earn his master's degree before coming back to San Diego in 2012. The next 6 years would see him spending the majority of his time down south in San Diego City working as a behavioral health case manager and playing rugby for the Old Mission Beach Athletic Club. In 2017 Sean married his beautiful wife Robin, and the two of them purchased a home nearby here in Fallbrook in the early parts of 2018. Currently employed as an EMT in the greater San Diego region, Sean hopes to one day secure a full-time fire fighter-paramedic position with North County Fire Protection District.

Michael Echeverria

Michael Echeverria was born in 1992. When he reached the age of 1, his family moved to Temecula, California and has resided there since. As a child he began to daydream of being a superhero. "Who on earth exemplified the same characteristics as these heroes?" he thought. The closest thing to a real-life superhero, in his mind, was a firefighter. These individuals set a moral standard that would shape him throughout his life. After high school graduation, Michael pondered his next step. The one thing he was certain of was that he wanted to help people. So, he decided to shape the future of our nation and become a history teacher. However, after several years of going to school to study history, he thought that there might be something he could do to make an even more significant impact on people's lives. He remembered his childhood dream and made a change. He decided to pursue the dream he had as a child. He decided to join the fire service as a Volunteer Firefighter for NCF.

Henry Nguyen

Henry Nguyen is 20 years old and was born and raised here in San Diego and has lived in Vista his whole life. Henry grew up in a family of 5 and is the second oldest. He likes to hang out with friends, watch movies and be active outdoors. He wants to be a part of North County Fire because there's always someone to look up to. Henry believes if you surround yourself within a great department and individuals you'll eventually become one and that is his main goal. He is excited for what's to come and in hopes of being able to contribute to the community as well.

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Emily Nichols

Emily Nichols grew up with her father being a firefighter. She spent a lot of time in her childhood at the station her dad worked, and it was her favorite place to go. She was taken on many rides on the engine with her dad driving while the Captain would let her wear his helmet. As an adult she went through different trial and errors of what would be a career, but with the memories of her dad in the fire service and the influence of her mom, Emily went for the career of being a firefighter. This is a career she is truly passionate about, and she endeavors to be the best firefighter to her ability.

Gabriel Preisach

Gabriel Preisach he is 37 years old married and has three boys. Gabriel has been a Loan Officer and originated home loans for the past 9 years. He recently made a decision with his wife Heather to switch careers and to pursue a career as a full time Firefighter. He currently has two jobs is finishing up his fire science associate degree at Ben Clarke Training Center in addition to volunteering for NC Fire. He enjoys the outdoors plays to much adult softball and loves to spend with his family. This has been such a hard process to do so late in his life but when you are as passionate about something as he is in becoming a full time firefighter it makes it all worth it!

Jose Sergio Orozco

Jose Sergio Orozco, Jr. is 24 years old and was born and raised in Fallbrook. He enjoys spending quality with his family as well as being a role model to his two younger sisters. He feels accomplished being a role model for his younger sisters by wearing the North County Fire uniform with honor. He enjoys the outdoors and hiking. He has worked at Major Market for 5 years. He graduated from Fallbrook High School in 2013 and is continuing his education at Palomar College working on s degree in Fire Tech and is getting his EMT cert. The reason he wants to be part of North County Fire is because he wants to be part of a team solving problems and serving the community.

Cameron Warren

Cameron Warren is 23 years old and lives in San Marcos, California. Cameron found the fire service shortly after getting out the Marine Corps. He is pursuing a degree in fire science at Palomar College and is currently going through the 55th basic fire academy.

FISCAL ANALYSIS:

No fiscal impact.

SUMMARY:

It is with pleasure that the District presents the above-named for installation. Please join us in extending congratulations to these employees on their accomplishments.

1 **January 22, 2019**

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 4:00 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/Cs Krumwiede, McReynolds,
12 and Schoenheit, 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. Audience Member
17 George Maverick appeared to request the Board take a position on fire bunkers. He
18 requested they either support or decline to support the installation of low cost private,
19 commercial or community fire bunkers. He informed the Board he had called the Fire
20 Marshal twice, leaving messages requesting a return call, but had not received one. He
21 opined that California needs fire bunkers and asked the Board to take a position on it. The
22 Board deferred their comments to Chief Abbott.

23 Chief Abbott provided background, noted he has been doing research on the issue;
24 especially concerned with the recent fires around the state. He has identified a recently
25 retired safety professional who is working in the private sector to develop these types of
26 structures. However, the State has not adopted the fire bunker as its method of fire
27 protection. Instead, the State has sponsored the "Ready, Set, Go" Program. Chief Abbott
28 gave a brief description of the program. He noted that the fire bunker is in direct contradiction

29 to the Ready, Set, Go Program adopted by the State. Chief Abbott gave an example of
30 where the fire bunker or "stay and defend" resulted in a great loss of life.

31 Chief Abbott also informed Mr. Maverick that as a small fire district, North County Fire
32 Protection District is not able to properly research or design a fire bunker, or implement such
33 a program, as it would at a minimum, require UL approval an involved process. Given all
34 those factors, the District would not be in a position to make a statement or commitment
35 regarding the fire bunker concept. Chief Abbott stated the place to put forward the idea
36 would be at the State level. Chief Abbott offered to provide Mr. Maverick with contacts at
37 that level, however, the District cannot take a position.

38 Mr. Maverick requested a copy of the minutes be sent to him when they are available. There
39 being no further comments, the Public Comment Section was closed.

40 2. **EMPLOYEE BADGE PINNING — CHIEF ABBOTT:** Chief Abbott presented the following
41 newly promoted employee: Tyler Ruiz, Engineer/PM. He was given an opportunity to
42 introduce family and friends available for the event. At the conclusion of the introductions,
43 he was pinned and congratulated by the Board.

44 3. **AWARDS FOR EXPLORERS FROM VETERANS OF FOREIGN WARS — CHIEF ABBOTT:** Chief
45 Abbott informed the Board the District had received awards for Explorers who had
46 participated in the recent Veteran's Day parade. He presented awards from the Veterans of
47 Foreign Wars to the following individuals: Connor McReynolds, Shea Bendykowski,
48 Morgan Donnelly, Brady Reynolds, Adam Webb, Mitch Vincent, Izaac Garcia, Andrei
49 Smith, Adam Rodarte, Jordan Chavez, Lucy Goode, Andrew Mitchell, Trevor Ziets, Nolan
50 Havens, Zach Jones. Their sponsor, FF/PM Rob Hager was present and thanked for his
51 hard work and leadership of the troop. All were congratulated by the Board.

52 4. **SELECT AWARDS FOR BOARD RECOGNITION PROGRAM — B/S STEPHEN-PORTER AND**
53 **CHIEF ABBOTT:** Chief Abbott presented the following individuals and crews to the Board for
54 consideration: **NOVEMBER 10, 2018 LETTER FROM TRUCKEE MEADOWS COMMUNITY COLLEGE**
55 **RE: Captain Mattarollo; NOVEMBER 2 AND OCTOBER 14, 2018 EMAIL AND LETTER RE: MEDICAL**
56 **RESCUE EFFORTS: Captain John Choi; UNDATED CARD RE: EFFORTS BEYOND MEDICAL**

57 RESCUE; Captain Rees, Engineer McInerney, FF/PM Moore, FF/PM Spencer, EMT
58 Castellano; **JULY 9, 2018 – EMAIL RE: RESCUE OFF-DUTY:** Engineer Pete August; **JUNE 6,**
59 **2018 THANK YOU NOTE: MA 111:** P Eugenia Hoch, EMT Nick Tusa; **UNDATED THANK YOU**
60 **CARD: Engine 111:** Captain Garing, Engineer Craven, FF/PM DeBrauwere, **MA 111:** FF/PM
61 Lian, EMT Pena. On a motion by Director Munson, seconded by Vice President Harris, the
62 Board unanimously selected Captain/PM Mattarollo, Captain/PM Choi and Captain/Pm
63 August to acknowledge. They will be invited to a future meeting to be acknowledged.

ACTION AGENDA

CONSENT ITEMS:

- 67 5. **REVIEW AND ACCEPT REGULAR BOARD MEETING FOR DECEMBER 11, 2018**
- 68 6. **REVIEW AND ACCEPT SPECIAL BOARD MEETING FOR JANUARY 14, 2019**
- 69 7. **REVIEW AND ACCEPT FINANCIAL REPORT FOR DECEMBER 2018**
- 70 8. **REVIEW AND ACCEPT POLICIES & PROCEDURES**
- 71 9. **REVIEW AND ACCEPT 2ND QUARTER OVERTIME TRACKING REPORT**
- 72 10. **REVIEW AND ACCEPT FOURTH QUARTER 2018 CUSTOMER SATISFACTION SURVEY**
- 73 11. **REVIEW AND ACCEPT ANNUAL FIRE PREVENTION REPORT**

74 President Luevano inquired whether there were any questions on Consent Items 5-11.
75 There being no discussion, President Luevano asked for a motion to approve the Consent
76 Agenda. On a motion by Vice President Harris, seconded by Director Munson, the motion
77 to approve the Consent Agenda as presented passed unanimously.

ACTION ITEMS:

- 80 12. **REVIEW AND APPROVE RESOLUTION 2019-03 AUTHORIZING PARTICIPATION IN A JOINT FACILITIES**
81 **AGREEMENT WITH THE COUNTY OF SAN DIEGO FOR MEADOWOOD DEVELOPMENT – CHIEF**
82 **ABBOTT:** Chief Abbott presented the Resolution 2019-03, which authorizes the Fire Chief to
83 execute a Joint Facilities Agreement (JFCA) with San Diego County for fire protection
84 services to the Meadowood Development. This was annexed into the District in 2013 and
85 the negotiation for property tax has been underway for some time. The JFCA stipulates that

86 a portion of the taxes collected by the CFD will be dedicated for fire protection services and
87 will be transferred to the Fire District on a regular basis. The Rate and Method of
88 Apportionment specifies that the Fire District will receive \$283 per single family home and
89 \$195 per multi-family home (condo) annually as its share of the CFD taxes. These fees will
90 be adjusted 2% annually to reflect increased costs of doing business. It is expected that at
91 build-out, the District will realize approximately \$202,500 per year to offset the costs of
92 servicing the new community. On a motion by Director Munson, seconded by Director
93 Hoffman, the motion to approve Resolution 2019-03 as presented and to authorize Chief
94 Abbott to execute the necessary documents passed unanimously.

95 13. **REVIEW AND TAKE ACTION ON RESULTS OF SRI SURVEY — CHIEF ABBOTT:** Dr. Gary
96 Manross presented the results of the recent survey to the Board noting an improvement in
97 the willingness of the community to support a funding measure. That recommendation
98 rested on the following parameters: [1] no more than a \$5.00 per month imposition; [2] a
99 sunset provision of no more than 20 years. He noted the community did not want a
100 consolidation; they wanted fire protection and emergency medical services to remain here
101 in the community. He recommended moving forward next year to place the item on the
102 ballot. In the meantime, he recommended not talking about a ballot or the District's problems
103 for a month. After that, begin to discuss the measure and provide information to the public
104 on the District's challenges and how the money will be used. Discussion ensued regarding
105 how well the public understand a bond issue and how much money the District will actually
106 realize. Board members were concerned that the amount we will ask for will not meet the
107 District's actual needs. President Luevano made a motion to accept the report, defer Board
108 action for 1 to 2 months, have Staff come back to the Board with recommendations on
109 moving forward, including a plan for whether it should be a mail ballot or general election.
110 By that time, the Association will have received their training and have a better feel if they
111 wish to support a measure. The motion was seconded by Director Van Doorn and the motion
112 to approve the report as presented and direction to Staff as outlined passed unanimously.

113 14. **TRANSITION TO DISTRICT BASED ELECTION SYSTEM — CHIEF ABBOTT:** Chief Abbott
114 presented the Resolution 2019-01, an Embracement Resolution, to begin the process of

115 converting from "at-large" to "District-Based" elections. He provided the Board with
116 background on the California Voting Rights Act ("CVRA"), which prohibits the use of at-large
117 elections of board members for publicly elected governing bodies if it "impairs the ability of
118 a protected class to elect candidates of its choice or its ability to influence the outcome of
119 an election...." Chief Abbott outlined the process of moving toward District-Based elections,
120 noting the public hearing, demography and mapping process. He opined transitioning to a
121 District-based election system will allow the District to ensure it is complying with the
122 legislative intent of the CRVA and minimize exposure to legal expenses. Discussion ensued
123 regarding the costs associated with this process and how this might affect seated Board
124 Members. On a motion by Vice President Harris, seconded by Director Munson, the motion
125 to approve Resolution 2019-01 as presented passed unanimously.

126 **15. REVIEW AND APPROVE CONTRACT FOR MEDICAL STANDBYS WITHIN DISTRICT EOA AND**
127 **APPROVE RESOLUTION 2019-02 — D/C MAHR AND CHIEF ABBOTT:** D/C Mahr presented
128 Resolution 2019-02 to the Board, noting this is a new contract with Mercy Medical for
129 provision of BLS level services at the San Luis Rey Down Track & Training Center. Last year
130 was the last permissible extension on the previous contract. He noted the agreement has
131 been without issues and the District is not considering providing this service to the Center at
132 this time. On a motion by Director Munson, seconded by Director Hoffman, the motion to
133 approve Resolution 2019-02 and the contract passed unanimously.

134 **16. REVIEW AND APPROVE EMERGENCY RESPONSE TIME STANDARDS — D/C MAHR AND CHIEF**
135 **ABBOTT:** D/C Mahr presented the emergency response times for the District to the Board,
136 asking them to reconsider a realistic and attainable standard based on updated Urban,
137 Suburban and Outlying population densities. The previous standards were developed in
138 2008. As a San Diego County EMS agency that provides Advanced Life Support (ALS)
139 services under an Exclusive Operating Area (EOA) contract we are bound to a response
140 time measurement that states we must respond to emergency incidents in < 10 minutes
141 within the urban population zones and < 15 minutes within the Rural/Suburban population
142 zones. It does not provide a measurement for Outlying areas. D/C Mahr proposed 9:00 or
143 Urban, 13:00 for Suburban and 18:00 for Outlying. The recommended emergency response

144 time standard utilizes an updated population density perimeter that is in accordance with the
145 San Diego County General Plan, the USA Plan and is also more in line with what our 2008
146 Standard of Cover report suggested. On a motion by Director Munson, seconded by Director
147 Hoffman, the motion to approve the revised response times as presented passed
148 unanimously.

149 **17. REVIEW AND APPROVE PROPOSAL TO ENACT FRESH START UNFUNDED LIABILITY OVER**
150 **TEN YEARS — DEPUTY CHIEF MAROVICH AND CHIEF ABBOTT:** Deputy Chief Marovich noted as
151 a component of recent contract negotiations with each of the bargaining units, it was agreed
152 to accelerate the pay down of the CalPERS Miscellaneous or “Non-Safety” retirement plan
153 unfunded actuarial liabilities (UAL). This will reduce the amortization period from 30 to 10
154 years, resulting in approximately 1 million dollars interest savings. Chief Abbott has
155 consulted with the affected labor groups and they are in agreement. It has already been
156 accounted for in the Budget. On a motion by Director Munson, seconded by Vice President
157 Harris, the motion to approve the CalPERS UAL Fresh Start documents passed
158 unanimously.

159 **DISCUSSION AGENDA**

160 18. There are no Discussion Agenda items for the January 22, 2019 meeting.

161 **STANDING DISCUSSION ITEMS:**

162 ● **LEGAL COUNSEL REPORT:** Counsel James presented his report “*Strategies to*
163 *Manage Increasing Pension Costs.*” Brief discussion ensued. This is informational only, no
164 action required.

165 ● **WRITTEN COMMUNICATIONS:** Brief discussion ensued regarding the ISO survey
166 and how it will affect the community. Chief Abbott noted our rating is 3-3x. Discussion
167 ensued regarding how District changes will affect the rating. Informational only, no action
168 required.

169 ● **BOARD RECOGNITION PROGRAM:** See Item #4.

170 ● **NEWS ARTICLES:** No discussion regarding articles. This is informational only, no
171 action required.

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● **COMMENTS:**

● **STAFF REPORTS/UPDATES:**

● **STEPHEN ABBOTT, FIRE CHIEF/CEO:** The Board raised questions regarding what the District will do if the bond measure is not successful. Chief Abbott noted the Board and Staff would work together to develop a fiscally healthy plan, including methods of reducing costs and increasing revenue. He informed the Board during his community presentations, there had been questions of why FRHD is not doing more to help the District out financially since they allowed the hospital to be closed. He noted that the District Staff is currently working with them in the background, including the fact that three of the FRHD Board members had approached the District to inquire what they could do to assist us. He has requested that Deputy Chief Marovich and D/C Mahr work with FRHD to consider options. Chief Abbott informed the Board that FPUD is pursuing a community benefit district for the purpose of providing a recreational facility. He is hoping the District may benefit from this also. Chief Abbott noted that Station 6 has been renumbered to Station 3, since Station 3 has closed. Discussion ensued regarding what could be done to improve community survivability, in view of recent disastrous Camp Fire. He noted reverse 9-1-1 is in-place, Amber alerts for emergency are being announced through the County, weed abatement is dramatically improved in the District, CalFire has pre-positioned strike teams throughout the State and fire-resistant building materials and sprinklers, all aid in reducing the danger from fires locally. Informational only, no further action required.

● **CHIEF OFFICERS AND OTHER STAFF: DEPUTY CHIEF MAROVICH:** Deputy Chief Marovich informed the Board that the GEMT for years 2014 & 15 were audited and after discussion with the consultant, our new numbers were accepted. **D/C MAHR:** D/C Mahr thanked the Board for continuing the Board Recognition Program as it is appreciated by the staff. **B/C McREYNOLDS:** B/C McReynolds informed the Board the District will provide a two-day Engineer's and Captain's Academy. The Zone is planning for joint examinations, with 72 candidates now planning to attend. In the near future, he expects to have live fire training in Fallbrook, Board members are invited to attend.

● **BOARD: VICE PRESIDENT HARRIS:** Vice President Harris thanked the Finance Staff for

202 their work on the GEMT. She inquired whether staff was using Telestaff™ or Crewsense™
203 for staffing. D/C Mahr provided an update on the progress of the transition. **DIRECTOR**
204 **HOFFMAN**: Director Hoffman inquired if we are getting the most out of our relationship with
205 Camp Pendleton. D/C Mahr informed him we receive great assistance from them coming
206 into the District and that we assist them on the base also. **DIRECTOR MUNSON**: Director
207 Munson informed the Board that the Mitigation Committee left the fees the same this year,
208 at \$0.58. Every five years it is re-evaluated, so it will be re-examined next year. **DIRECTOR**
209 **VAN DOORN**: Director Van Doorn noted the District should be able to take advantage of the
210 increase in revenue from the commercial development east of the freeway.

211 ● **BARGAINING GROUPS**: No comments.

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

213

214

CLOSED SESSION

215

- **OPENING CLOSED SESSION**:

216

At 6:07 p.m., President Luevano inquired whether there was a motion to adjourn to Closed
217 Session. There being no objection, President Luevano read the items to be discussed in
218 Closed Session and the Open Session was closed. A short break ensued after the reading
219 of the Closed Session Items. At 6:17 p.m., and the Board entered Closed Session to hear:

220

CS-1. **ANNOUNCEMENT — PRESIDENT LUEVANO**:

221

An announcement regarding the items to be discussed in Closed Session will be made prior
222 to the commencement of Closed Session.

223

CS-2. **CONFERENCE WITH REAL PROPERTY NEGOTIATOR — GOVERNMENT CODE**

224

§ 54956.8 — CHIEF ABBOTT:

225

PROPERTY LOCATION: 4157 Olive Hill Road – Station 3, Fallbrook, CA 92028;

226

PARTIES: North County Fire Protection District (Seller);

227

UNDER NEGOTIATION: Terms of Sale;

228

DISTRICT NEGOTIATORS: Chief Abbott, District Counsel James

229

CS-3. **REPORT FROM CLOSED SESSION — PRESIDENT LUEVANO**

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• **REOPENING OPEN SESSION:**

On a motion by Director Munson, which was seconded by Director Hoffman and which passed unanimously, the Board returned Open Session at 6:31 p.m., the following items were reported out to the public:

CS-2. **CONFERENCE WITH REAL PROPERTY NEGOTIATOR — GOVERNMENT CODE § 54956.8 — CHIEF ABBOTT:** No reportable action.

ADJOURNMENT

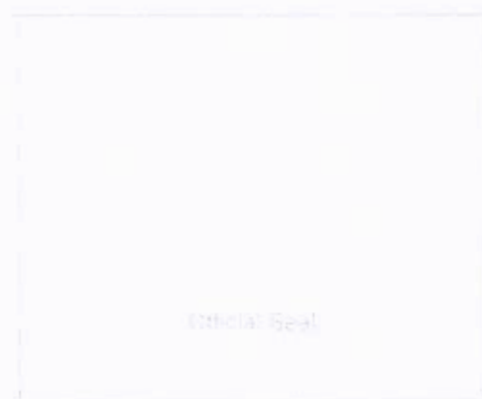
A motion was made at 6:32 p.m. by Vice President Harris and seconded by Director Munson to adjourn the meeting and reconvene on February 26, 2019, at 4:00 p.m. The motion carried unanimously.

Respectfully submitted,



Loren Stephen-Porter
Board Secretary

Minutes approved at the Board of Director's Meeting on: February 26, 2019



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1 February 12, 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 2:00 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 and Van Doorn (telephonic).

9 **Absent:** Director Munson.

10 **Staff Present:** Fire Chief/CEO Abbott and Board Secretary Stephen-Porter. In the
11 audience were: and members public and of the Association.

12
13 **PUBLIC ACTIVITIES AGENDA**

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

17
18 **ACTION/DISCUSSION AGENDA**

19 2. **SCHEDULING OF DISTRICT-BASED ELECTION IMPLEMENTATION PUBLIC HEARING DATES & ADOPT**
20 **TIMELINE – CHIEF ABBOTT:** Chief Abbott introduced the proposed schedule to the Board
21 noting that the schedule includes five possible hearing dates, two to gather public comment,
22 two to present proposed maps, with one additional hearing date for map approval, should it
23 be required. He noted that the dates include both morning and evening times to allow the
24 public the option of attending either before or after work. There was a recommendation to
25 move the evening hearing time to 5:30 p.m., to allow individuals sufficient time to arrive from
26 work.

27 Discussion ensued regarding the compressed schedule, with Chief Abbott opining the
28 District should be able to meet the dates as the District has been interacting with other local
29 Districts and has the benefit of their experiences. In addition, Fallbrook Regional Healthcare

30 District's boundaries and demographics are almost identical to North County Fire Protection
31 District's and Chief Abbott has been interacting with them to obtain their information.
32 Members of the public introduced themselves and thanked the District for taking a voluntary
33 approach to starting the process. They also thanked the Board for the evening start time
34 modification.

35 On a motion by Vice President Harris, seconded by Director Hoffman, the Board
36 unanimously approved the proposed hearing schedule with the modification that the evening
37 Board meetings start at 5:00 p.m. and the Hearings start at a time certain of 5:30 p.m.

38 **STANDING DISCUSSION ITEMS:**

- 39 ● **COMMENTS:**
- 40 ● **CHIEF OFFICERS AND OTHER STAFF:** No comments.
- 41 ● **BOARD:** No comments.
- 42 ● **BARGAINING GROUPS:** No comments.
- 43 ● **PUBLIC COMMENT:** No comments.

44
45 **ADJOURNMENT**

46 A motion was made at 2:16 p.m. by Director Hoffman and seconded by Vice President Harris
47 to adjourn the meeting and reconvene on February 19, 2019, at 8:30 a.m. The motion
48 carried unanimously.

49 Respectfully submitted,

50
51 

52 Loren Stephen-Porter

53 Board Secretary

54 Minutes approved at the Board of Director's Meeting on: February 26, 2019

1 February 19, 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 8:31 a.m.

5 **THE INVOCATION GIVEN BY CHIEF ABBOTT.**

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, District Counsel James and Board Secretary
11 Stephen-Porter. In the audience were: members public and of the Association.

12
13 **PUBLIC ACTIVITIES AGENDA**

14 1. **PUBLIC COMMENT:** President Luevano addressed the audience and inquired whether
15 there were any public comments regarding items not on the Agenda. Audience member Joe
16 Beyer introduced himself and thanked the Board for holding the hearing. He noted the
17 recent public outreach by the District and thanked the Board for their efforts. There being
18 no further comments, the Public Comment Section was closed.

19
20 **ACTION/DISCUSSION AGENDA**

21 2. **DISTRICT-BASED ELECTION PUBLIC HEARING – CHIEF ABBOTT:** Chief Abbott introduced the
22 topic of the California Voters Rights Act (CVRA) and why the District would be voluntarily
23 moving to District-Based elections to the Board and public. He noted that district-based
24 election process helps reflects the communities we serve, encourages a broader citizen
25 engagement, allows the District to inform the community about key issues the District faces
26 and allows the District to fully comply with the CVRA. Chief Abbott proceeded with his
27 presentation, including basic maps of the District and the described the impact of District-
28 Based elections. Based on 2014 election data, Caucasians represent 57% of the population
29 and 63% of the vote; Latinos represent 37% of population and 19% of the vote; Asians

30 represent 2% of the population and 11% of the vote; African-Americans represent 1% of the
31 population and 6% of the vote. In addition, 10% of the District population does not speak
32 English well or at all and 23% of our community is at or near the Federal poverty level. Chief
33 Abbott discussed some of the requirements for the CVRA and provided examples of non-
34 compliant models. At the conclusion of the presentation, Chief Abbott opened the meeting
35 up for questions and discussion.

36 Discussion ensued regarding the map presentation. There were requests to have more
37 street details on the map so that anyone reviewing the map could determine where the lines
38 were being drawn.

39 FF/PM Itzaina inquired about the process if two or more current Board members fell into the
40 same re-configured District or if no one ran in a particular District. If two or more members
41 elections commenced at the same time, interested members would run against each other.
42 If no one ran, the position would be filled as it would for any other non-filled seat, with the
43 Board conducting interviews and selecting a person to serve.

44 Audience member Leticia Maldonado Stamos thanked the Board for voluntarily stepping up
45 to comply with the CVRA and making the process a positive experience. She requested
46 more definition in the boundaries and noted the color choices make the map somewhat
47 difficult to read.

48 Discussion ensued regarding District divisions, constituency and the need to have at least
49 one District that represents the Latino community, as it is the under presented community of
50 interest. Ms. Maldonado Stamos gave an overview of the rationale behind the CVRA, noting
51 that it allows communities to feel included and to elect a candidate of its choice who
52 represents its interests. Director Van Doorn noted the Board was there to gather information
53 and do the will of the community. He encouraged the audience members to invite others to
54 attend the next meeting.

55 Audience member Tom Frew presented concerns regarding there being no professional
56 demographer involved with the preparation of the statistics and maps. He felt their expertise
57 would drive the statistics, they would have an interactive computer program and ensure
58 accuracy of data. Chief Abbott noted NCFPD will be following the course of the Fallbrook

59 Regional Healthcare District (FRHD) who is using and demographer and whose district and
60 constituency is nearly identical to NCFPD's.

61 Discussion ensued regarding how many districts may arise to be Latino; with it noted that
62 currently, the initial discovery shows that there would be a downtown Latino district. Issues
63 of gerrymandering, cracking and packing and methods to avoid these downfalls were
64 discussed. Discussion ensued about the anticipated additional increase of 5000 population
65 east of the freeway.

66 Audience Member Joe Beyer opined that close coordination with FRHD was a good move.
67 He noted in some other instances, the Boards had included the Board members names on
68 the draft maps and he cautioned against adding those names. He thanked the Board for
69 the recent information about the District in the news, it was helpful in informing the public of
70 District needs and actions. He also noted that he appreciated both morning and evening
71 meetings to allow everyone to attend. With regards to the anticipated population east of the
72 freeway, he opined it was too distant to anticipate the impact at this time.

73 A question arose regarding how other communications would be received from individuals.
74 It was noted the website has an email link to provide comments or requests clarification.
75 Ms. Maldonado Stamos cautioned against giving those inquiries more weight than the
76 comments and concerns expressed by individuals willing to come to the meetings. Director
77 Van Doorn noted the Board is in a listening mode and wants to hear all concerns and does
78 not want anyone to feel disenfranchised. Although the website now has a FAQs section for
79 this issue, Chief Abbott offered to update any questions or concerns that came through the
80 email onto that site for all to review. The suggestion was favorably received.

81 **STANDING DISCUSSION ITEMS:**

- 82 ● **COMMENTS:**
- 83 ● **CHIEF OFFICERS AND OTHER STAFF:** No comments.
- 84 ● **BOARD:** No further comments.
- 85 ● **BARGAINING GROUPS:** No comments.
- 86 ● **PUBLIC COMMENT:** No further comments.

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ADJOURNMENT

A motion was made at 9:50 a.m. by Director Hoffman and seconded by Vice President Harris to adjourn the meeting and reconvene on February 26, 2019, at 5:00 p.m. The motion carried unanimously.

Respectfully submitted,



Loren Stephen-Porter

Board Secretary

Minutes approved at the Board of Director's Meeting on: February 26, 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: JANUARY 31, 2018
SUBJECT: REVENUE & EXPENDITURES AS OF JANUARY 31, 2018 (58%)

| Revenue Sources | Budgeted | Collected | Over/Under | % of Budget |
|--------------------------------------|----------------------|----------------------|-----------------------|-------------|
| Property Taxes - FBK | 14,732,530.00 | 8,298,206.60 | (6,434,323.40) | 56% |
| Property Taxes - RNBW | 275,000.00 | 153,347.82 | (236,911.29) | 56% |
| Ambulance and Collections | 1,902,500.00 | 1,044,851.31 | (857,648.69) | 55% |
| GEMT-State Supplement | 100,000.00 | - | (100,000.00) | 0% |
| Prevention Fees | 200,000.00 | 161,098.19 | (38,901.81) | 81% |
| Tower Lease Agreements | 90,000.00 | 57,324.34 | (32,675.66) | 64% |
| Other Revenue Sources | 35,000.00 | 83,111.17 | 48,111.17 | 237% |
| Interest | 30,000.00 | 15,280.78 | (14,719.22) | 51% |
| Cost Recovery | 70,000.00 | 41,911.29 | (28,088.71) | 60% |
| Community Facilities District (CFD) | 68,966.00 | | | |
| Strike Team Reimbursements | 121,780.00 | 181,968.95 | 60,188.95 | - |
| Other Reimbursements | 374,162.00 | 61,278.02 | (312,883.98) | 16% |
| Mitigation Fees & Interest - FBK | 250,000.00 | 193,834.86 | (56,165.14) | 78% |
| Mitigation Fees & Interest - RNBW | - | 18.71 | 18.71 | - |
| Donations & Grants | 628,090.00 | 207,347.00 | (420,743.00) | 33% |
| Annexation fees | - | - | - | - |
| Transfers & Loans | - | - | - | 0% |
| Total Revenue: | 18,878,028.00 | 10,499,579.04 | (8,378,448.96) | 56% |
| | | | | |
| | Budgeted | Spent | Over/Under | % of Budget |
| TTL Expenditures YTD thru 01-31-2018 | 17,825,074.00 | 9,914,042.59 | (7,911,031.41) | 56% |
| Revenue over Expenditures | | 585,536.45 | | |

North County Fire Protection District
 For the First Month Ending January 31, 2019

58% of Budget

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

| Description | January Actual | Running Total | Annual Budget | Amount Remaining | % Used |
|----------------------------------------------|---------------------|----------------------|----------------------|---------------------|--------------|
| TOTAL PERSONNEL | 924,087.88 | 8,253,910.64 | 14,438,066.00 | 6,184,155.36 | 57.2% |
| 101 Total Board Administration | 42,278.40 | 181,431.38 | 328,900.00 | 147,468.62 | 55.2% |
| 102 Total Administration | 57,000.79 | 547,019.71 | 1,153,120.00 | 606,100.29 | 47.4% |
| 103 Total Fire Prevention | 474.80 | 9,677.66 | 80,432.00 | 70,754.34 | 12.0% |
| 104 Total Emergency Services | 12,594.22 | 160,924.92 | 326,918.00 | 165,993.08 | 49.2% |
| 105 Total Emergency Med Svcs | 22,464.84 | 100,773.35 | 164,258.00 | 63,484.65 | 61.4% |
| 106 Total Reserves (note below) | 2,484.50 | 32,610.10 | 31,000.00 | (1,610.10) | 105.2% |
| 107 Total Communications | 16,887.70 | 430,861.99 | 655,339.00 | 224,477.01 | 65.7% |
| 108 Total Shop/Maintenance | 22,221.93 | 173,010.47 | 344,260.00 | 171,249.53 | 50.3% |
| 109 Total Training | 2,111.37 | 23,822.37 | 102,850.00 | 79,027.63 | 23.2% |
| 120 Total General Fund Reserve | - | - | 200,000.00 | 200,000.00 | 0.0% |
| GRAND TOTAL | 1,102,606.43 | 10,432,251.31 | 17,825,143.00 | 7,392,891.69 | 58.5% |
| Note: SAFER grant will provide reimbursement | | | | | |
| 200 Total Capital Equipment | 7,145.89 | 518,208.72 | 907,743.88 | 389,535.16 | 57.1% |

**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 |
| 1/15/2019 | 6 | 2,492,363.64 | 17,280.91 | 2,475,082.73 | 8,230,250.01 | 3,031,362.46 | 8,614,236.89 |
| 2/1/2019 | 7 | | | - | 8,230,250.01 | 348,998.07 | 8,963,234.96 |
| 3/1/2019 | | | | - | - | - | - |
| 4/1/2019 | 8 | | | - | 8,230,250.01 | 3,028,136.07 | 11,991,371.03 |
| 4/30/2019 | 9 | | | - | 8,230,250.01 | 146,917.51 | 12,138,288.54 |
| 5/28/2019 | 10 | | | - | 8,230,250.01 | 1,368,061.22 | 13,506,349.76 |
| 6/18/2018 | 11 | | | - | 8,230,250.01 | 218,727.40 | 13,725,077.16 |
| 7/19/2018 | 12 | | | - | 8,230,250.01 | 211,732.88 | 13,936,810.04 |
| | | | | - | 8,230,250.01 | 55,431.39 | 13,992,241.43 |
| TOTAL YTD | | 8,298,206.56 | 67,956.55 | 8,230,250.01 | 8,230,250.01 | 8,614,236.89 | 8,614,236.89 |
| Net Rev Increase | | | | | | | -4.46% |

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 |
| 1/15/2019 | 6 | 46,876.77 | 317.46 | 46,559.31 | 152,087.55 | 55,734.72 | 159,962.27 |
| 2/1/2019 | 7 | | | - | 152,087.55 | 6,380.89 | 166,343.16 |
| 3/1/2019 | | | | - | 152,087.55 | - | 166,343.16 |
| 4/1/2019 | 8 | | | - | 152,087.55 | 56,188.26 | 222,531.42 |
| 4/30/2019 | 9 | | | - | 152,087.55 | 2,297.59 | 224,829.01 |
| 5/28/2019 | 10 | | | - | 152,087.55 | 25,442.75 | 250,271.76 |
| 6/18/2018 | 11 | | | - | 152,087.55 | 5,113.31 | 255,385.07 |
| 7/19/2018 | 12 | | | - | 152,087.55 | 3,896.49 | 259,281.56 |
| | | | | - | 152,087.55 | 1,021.39 | 260,302.95 |
| TOTAL YTD | | 153,347.82 | 1,260.27 | 152,087.55 | 152,087.55 | 159,962.27 | 159,962.27 |
| Net Rev Increase | | | | | | | -4.92% |

NORTH COUNTY FIRE PROTECTION DISTRICT

AMBULANCE REVENUE FY 2018-2019

| MONTH | BILLED | CONTRACTUAL WRITE DOWNS | TOTAL AR FY 18-19 | TOTAL AR FY 17-18 | BAD DEBT WRITE-OFFS | REFUNDS | ADJ AR | DEPOSITS RECIEVED | BILLING FEES | FY 18-19 NET REVENUE | FY 17-18 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 | 188,689.18 | 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 | 168,541.06 | 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 | 596,874.86 | 331,075.56 | 265,799.30 | 185,586.06 | 51,943.24 | - | 213,856.06 | 156,191.54 | 9,200.88 | 146,990.66 | 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 | | | - | 194,318.43 | | | - | | | - | 152,248.76 | |
| 6/30/2018 | | | - | 177,800.79 | | | - | | | - | 115,848.47 | |
| TOTAL: | 3,328,696.02 | 1,833,906.30 | 1,494,789.72 | 1,328,483.05 | 325,956.96 | 7,612.03 | 1,161,220.73 | 1,109,960.29 | 65,108.98 | 1,044,851.31 | 1,040,269.40 | |
| | | | | | Net A/R Change | | 12.52% | | | New Revenue Change | | 0.44% |

February 26, 2019 – Regular Board Meeting

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

January 31, 2019

| FALLBROOK | BALANCE | INTEREST RATE | |
|-------------------------------------------------|---------------------|--------------------------|------------------|
| County of San Diego/General Fund - FBK | 2,252,119.39 | 0.01% | Operating |
| County of San Diego/General Fund - RNBW | 385,696.04 | 0.01% | Operating |
| County of San Diego/Capital Reserve | 719,327.64 | 0.01% | Capital Reserves |
| County of San Diego/Fire Mitigation Fund - FBK | 452,979.71 | 0.01% | Mitigation Fees |
| County of San Diego/Fire Mitigation Fund - RNBW | 3,907.37 | 0.01% | Mitigation Fees |
| Local Agency Investment Fund | 19,518.67 | 2.29% | LAIF |
| Workers' Comp JPA | 464,728.73 | 0.26% | PASIS Funds |
| Bank of America/PASIS | 26,890.56 | 0.01% | |
| First National/Benefit Fund | 154,474.44 | 0.70% | |
| First National/Payroll | 1,066,774.40 | 0.77% | |
| First National/Accounts Payable | 56,837.59 | 0.57% | |
| First National/Accounts Receivable | 42,712.30 | 0.47% | |
| Pacific Western Bank/Accounts Receivable | 2,994,946.47 | 0.00% | |
| TOTAL | 8,640,913.31 | | |

**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 | 5,004.00 | 4,567.00 | 91.27% | 913.40 | 3,653.60 | 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: | 55,211.00 | 52,389.11 | 94.89% | 10,477.82 | 41,911.29 | 38,525.90 |
| | | | | | Net Rev Increase | 8.79% |

therecoveryhub.com

| Document Date | Document Number | Vendor Name | Transaction Description | Document Amount |
|---------------|----------------------|------------------------------------|---------------------------------|-----------------|
| 1/1/2019 | EXPLORERS 2019 | BOY SCOUTS OF AMERICA | Explorers FY18/19 | 1,026.00 |
| 1/1/2019 | 2019 MEMBERSHIP | CSDA | 2019 Membership | 7,252.00 |
| 1/1/2019 | JAN 2019 | Employee Benefit Specialists, Inc. | Dental/Vision/Life 01/2019 | 9,116.10 |
| 1/1/2019 | STMT 01/2019 | Harry J. Wilson Insurance Center | LTD 01/2019 | 1,077.00 |
| 1/1/2019 | 18/19 3RD QTR ADMIN | CITY OF SAN MARCOS/KISER | Pasis 3rd Qtr Admin FY18/19 | 18,186.00 |
| 1/1/2019 | 0417565010119 | TIME WARNER CABLE | 01/11/19-02/10/19 | 89.98 |
| 1/1/2019 | 9821303103 | VERIZON WIRELESS | 12/02/18-01/01/19 | 77.28 |
| 1/1/2019 | 000012411707 | AT&T | 12/01/18-12/31/18 | 1,944.90 |
| 1/2/2019 | 35684919279 | DIRECTV | 01/01/19-01/31/19 | 149.23 |
| 1/2/2019 | INV00013655 | ESO SOLUTIONS, INC. | FH CAD Support 02/19-01/20 | 3,455.00 |
| 1/3/2019 | GP CONSULT 12/23/18 | NIGEL FRANK INT'L USA | GP Consult 2018 closing | 455.00 |
| 1/3/2019 | 1890NCF011901 | Strategy Research Institute | Dashboard (Social Media sftware | 600.00 |
| 1/3/2019 | 59669819 | Linde Gas North America LLC | Oxygen refill | 95.71 |
| 1/3/2019 | 59669818 | Linde Gas North America LLC | Oxygen refill | 70.82 |
| 1/3/2019 | 59669666 | Linde Gas North America LLC | Oxygen refill | 104.01 |
| 1/4/2019 | PR 01/04/19 | FALLBROOK FIREFIGHTERS' ASSN | PR AP 1/4/19 | 2,487.50 |
| 1/4/2019 | PR AP 01/04/19-RES | FALLBROOK FIREFIGHTERS' ASSN | PR AP 01/04/19 | 35.10 |
| 1/4/2019 | PR AP 01/04/19 | FIREFIGHTERS LEG. ACTION GRP | PR AP 01/04/19 | 90.00 |
| 1/4/2019 | PR AP 01/04/19 | LINCOLN NATIONAL | PR AP 01/04/19 | 3,263.71 |
| 1/4/2019 | 12/4/18-1/4/19-002 | FALLBROOK PUBLIC UTILITY DISTR | 12/4/18-1/4/19 | 277.69 |
| 1/4/2019 | 12/4/18-1/4/19-003 | FALLBROOK PUBLIC UTILITY DISTR | 12/4/18-1/4/19 | 211.66 |
| 1/4/2019 | 8340 | UNIFORM SPECIALIST/ACE UNIFORMS | Ordonez uniform | 400.31 |
| 1/6/2019 | MEDIC RENEW 19-21 | BRACCI, JASON | Medic renew 2019-2021 | 200.00 |
| 1/6/2019 | BUS3651 | JOSEPH BRADSHAW | BUS3651 | 796.50 |
| 1/7/2019 | 0510974-IN | Sound Image, Inc. | Sta. 4 Service call spk tap le | 250.00 |
| 1/7/2019 | 134844 | CDCE Engineered Solutions | (5) Antenna / (7) Male adapter | 1,422.30 |
| 1/7/2019 | 0511977-IN | Sound Image, Inc. | Sta. 1 Anixter Station alert | 5,048.42 |
| 1/8/2019 | 01/09/19-02/08/19 | AT&T U-VERSE | 01/09/19-02/08/19 | 152.52 |
| 1/9/2019 | 0011164 | CALLBACK STAFFING SOLUTIONS, LLC | Pro support 1/9/19-2/8/19 | 99.99 |
| 1/9/2019 | 83294329 | MCMaster-CARR SUPPLY CO. | Bolts/Reamer | 115.97 |
| 1/9/2019 | 88462 | UNIFORM SPECIALIST/ACE UNIFORMS | Helman uniform | 119.02 |
| 1/9/2019 | 88472 | UNIFORM SPECIALIST/ACE UNIFORMS | Nichols uniform | 133.09 |
| 1/9/2019 | 88471 | UNIFORM SPECIALIST/ACE UNIFORMS | McReynolds uniform | 238.04 |
| 1/9/2019 | 1579901 | VALLEY POWER SYSTEMS, INC | Seal/Collar screw | 246.12 |
| 1/10/2019 | 0000240011019 | TIME WARNER CABLE | 01/20/19-02/19/19 | 149.95 |
| 1/10/2019 | 83396187 | MCMaster-CARR SUPPLY CO. | Press-fit drill bushing | 51.79 |
| 1/10/2019 | 12/11/18-01/10/19 | RAINBOW MUNICIPAL WATER DIST | 12/11/18-01/10/19 | 14.81 |
| 1/10/2019 | 12/11/18-01/10/19-00 | RAINBOW MUNICIPAL WATER DIST | 12/11/18-01/10/19 | 124.08 |

| Document Date | Document Number | Vendor Name | Transaction Description | Document Amount |
|---------------|----------------------|---------------------------------------|--------------------------------|-----------------|
| 1/10/2019 | 12/11/18-01/10/19-02 | RAINBOW MUNICIPAL WATER DIST | 12/11/18-01/10/19 | 198.93 |
| 1/10/2019 | REL2350 | Sam Russell | REL2350 | 796.50 |
| 1/10/2019 | INV025479 | Sacramento Metropolitan Fire District | GEMT 2016-17 Cost/Trans adj | 1,765.20 |
| 1/10/2019 | INV013138 | Sacramento Metropolitan Fire District | GEMT 15-16 1% Admin Fee adj | 671.30 |
| 1/10/2019 | INV014301 | Sacramento Metropolitan Fire District | GEMT 15-16 Cost/trans adj | 1,694.12 |
| 1/10/2019 | INV011461 | Sacramento Metropolitan Fire District | GEMT 2015 Cost/trans adj | 1,045.38 |
| 1/10/2019 | INV014300 | Sacramento Metropolitan Fire District | GEMT 13/14 Cost/trans adj | 380.80 |
| 1/10/2019 | INV013302 | Sacramento Metropolitan Fire District | GEMT 13/14 Admin fee adj | 817.37 |
| 1/10/2019 | 492479 | SOUTH COAST EMERGENCY VEHICLE SERV | Switch, rock | 438.97 |
| 1/10/2019 | 71268 | THE COUNSELING TEAM | Psych - Richter, Hermez, Ewing | 1,000.00 |
| 1/12/2019 | 09A0036333755 | READY FRESH | 12/11/18-1/10/19 | 45.23 |
| 1/12/2019 | 1207455760 | Citrix Systems, Inc | GoTo meeting 1/12/19-2/11/19 | 117.00 |
| 1/12/2019 | INV00014072 | ESO SOLUTIONS, INC. | FH Inspector 2/1/19-1/31/20 | 150.00 |
| 1/14/2019 | 1892NCNCFPD011901 | Strategy Research Institute | 2nd half of tracking poll | 7,000.00 |
| 1/14/2019 | 144700 | ADMINISTRATIVE SOLUTIONS | FSA Set-up fees | 600.00 |
| 1/14/2019 | 11169 | RAFTELIS | Special tax consult 12/2018 | 520.00 |
| 1/14/2019 | 77989069 | WAXIE SANITARY SUPPLY | Clean/deodorant | 7,123.86 |
| 1/15/2019 | 1031 | Fallbrook Alarm | 311 Minnesota 3 mo monitoring | 189.00 |
| 1/15/2019 | STMT 01/15/19 | FALLBROOK OIL COMPANY | 01/01/19-01/15/19 | 6,801.56 |
| 1/16/2019 | 28983 | LineGear | Wildland Uniform pants | 2,986.83 |
| 1/17/2019 | 88352 | TelComTec | New emerg. lline Sta. 5 | 145.00 |
| 1/17/2019 | 88382 | TelComTec | Auto dialer | 145.00 |
| 1/18/2019 | PR AP 01/18/19 | FALLBROOK FIREFIGHTERS' ASSN | PR AP 01/18/19 | 2,487.50 |
| 1/18/2019 | PR AP 01/18/19-RESV | FALLBROOK FIREFIGHTERS' ASSN | PR AP 01/18/19 | 29.25 |
| 1/18/2019 | PR AP 01/18/19 | FIREFIGHTERS LEG. ACTION GRP | PR AP 01/18/19 | 90.00 |
| 1/18/2019 | PR AP 01/18/19 | LINCOLN NATIONAL | PR AP 01/18/19 | 3,263.71 |
| 1/23/2019 | 12/19/18-1/21/19 | SDG&E | 12/19/18-01/21/19 | 49.76 |
| 1/28/2019 | MEDIC RENEW 19-21 | RYAN GARING | Medic Renew 2019-2021 | 200.00 |

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

TO: BOARD OF DIRECTORS
FROM: STEPHEN ABBOTT, FIRE CHIEF/CEO
DATE: JANUARY 23, 2018
SUBJECT: APPROVAL OF POLICIES AND PROCEDURES

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

1. **Governance - Legislative Advocacy:**
 - **New Policy:** Provides Staff with guidelines to considering enabling response or initiation of legislative or regulatory proposals to allow for timely response to legislative issues.
2. **Rules and Regulations – Employment Practices:**
 - **Updated Policy:** Housekeeping changes to comply with changes in law and current practices.
3. **Rules and Regulations – Job Descriptions - Division Chief:**
 - **Updated Policy:** Policy updated to conform with current requirements for position.
4. **Rules and Regulations – Job Descriptions – Volunteer Firefighter:**
 - **Updated Policy:** Policy updated to conform with current requirements for position.
5. **Volunteer Firefighter Program Manual – Volunteer Firefighter:**
 - **Updated Policy:** Policy updated to conform with current requirements for position.



NORTH COUNTY FIRE PROTECTION DISTRICT

POLICY AND PROCEDURE MANUAL

GOVERNANCE
BOARD OF DIRECTORS
STANDARD OPERATING GUIDELINES

SECTION 110.10
FEBRUARY 26, 2019
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LEGISLATIVE ADVOCACY

1.0. PURPOSE:

- 1.1. The purpose of the policy is to guide North County Fire Protection District officials and staff in considering legislative or regulatory proposals that are likely to have an impact on NCFPD, and to allow for a timely response to important legislative issues. Although the expenditure of public funds for the purpose of supporting or opposing a ballot measure or candidate is prohibited ([California Government Code §54964](#)), the expenditure of public funds is allowed to advocate for or against proposed legislation or regulatory actions which will affect the public agency expending the funds ([California Government Code §53060.5](#)).
- 1.2. The purpose for identifying Legislative Advocacy Procedures is to provide clear direction to NCFPD staff with regard to monitoring and acting upon bills during state and federal legislative sessions. Adherence to Legislative Advocacy Procedures will ensure that legislative inquiries and responses will be administered consistently with "one voice" as to the identified Advocacy Priorities adopted by the Board of Directors. The Legislative Advocacy Procedures and Advocacy Priorities will provide the NCFPD Fire Chief/CEO, or other designee, discretion to advocate in NCFPD best interests in a manner consistent with the goals and priorities adopted by the Board of Directors. This policy is intended to be manageable, consistent, and tailored to the specific needs and culture of NCFPD.

2.0. POLICY:

2.1. THE POLICY GOALS ARE TO:

- 2.1.1. Advocate the NCFPD legislative interests at the State, County and Federal levels.
- 2.1.2. Inform and provide information to the Board of Directors and District Staff on the legislative process and key issues and legislation that could have a potential impact on the District.
- 2.1.3. Serve as an active participant with other local governments, the California Special Districts Association and local government associations on legislative and regulatory issues that are important to the District and the region.
- 2.1.4. Seek grant and funding assistance for NCFPD projects, services and programs to enhance services for the community.



NORTH COUNTY FIRE PROTECTION DISTRICT

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LEGISLATIVE ADVOCACY

3.0. **INTENT:**

- 3.1. The Board of Directors recognizes the need to protect NCFPD interests and local control and to identify various avenues to implement its strategic and long-term goals.
- 3.2. It is the policy of NCFPD to proactively monitor and advocate for legislation as directed by the Advocacy Priorities and by the specific direction of the Board of Directors.

4.0. **RESPONSIBILITY:**

- 4.1. This Policy provides NCFPD Fire Chief/CEO or other designee, the flexibility to adopt positions on legislation in a timely manner, while allowing the Board of Directors to set Advocacy Priorities to provide policy guidance.
- 4.2. The Board of Directors shall establish various [Advocacy Priorities](#) and, so long as the position fits within the Advocacy Priorities, Staff is authorized to take a position without Board approval.
- 4.3. Whenever an applicable Advocacy Priority does not exist pertaining to legislation affecting the NCFPD, the matter shall be brought before the Board of Directors at a regularly scheduled Board meeting for formal direction from the Board of Directors.
 - 4.3.1. The Board of Directors may choose to establish a standing committee of two Directors, known as the "Legislative Advocacy Committee," with the authority to adopt a position when consideration by the full Board of Directors is not feasible within the time-constraints of the legislative process.
- 4.4. Generally, the NCFPD will not address matters that are not pertinent to the District's local government services, such as social issues or international relations issues.

5.0. **PROCEDURE:**

- 5.1. It is the policy of NCFPD to proactively monitor and advocate for legislation as directed by the Advocacy Priorities and by the specific direction of the Board of Directors. This process involves interaction with local, state, and federal government entities both in



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LEGISLATIVE ADVOCACY

regard to specific items of legislation and to promote positive intergovernmental relationships. Accordingly, involvement and participation in regional, state and national organizations is encouraged and supported by the NCFPD.

- 5.2. Monitoring legislation is a shared function of the Board of Directors and or designated staff. The Legislative Advocacy Procedures are the process by which Staff will track and respond to legislative issues in a timely and consistent manner. The Fire Chief/CEO or other designee will act on legislation utilizing the following procedures:
 - 5.2.1. The Fire Chief/CEO or other designee shall review requests that the NCFPD take a position on legislative issues to determine if the legislation aligns with the district's current approved Advocacy Priorities.
 - 5.2.2. The Fire Chief/CEO or other designee will conduct a review of positions and analysis completed by the California Special Districts Association and other local government associations when formulating positions.
 - 5.2.3. If the matter aligns with the approved priorities, NCFPD response shall be supplied in the form of a letter to the legislative body reviewing the bill or measure. Advocacy methods utilized on behalf of the District, including but not limited to letters, phone calls, emails and prepared forms will be communicated through the Fire Chief/CEO or designee. The Fire Chief/CEO or designee shall advise staff to administer the form of advocacy, typically via letters signed by the Fire Chief/CEO or designee, on behalf of the Board of Directors.
 - 5.2.4. All draft legislative position letters initiated by the Fire Chief/CEO or designee shall state whether the District is requesting "support," "support if amended," "oppose" or "oppose unless amended" action on the issue and shall include adequate justification for the recommended action. If possible, the letter should include examples of how a bill would specifically affect the District, e.g. "the funding the District will lose due to this bill could pay for X capital improvements."
 - 5.2.5. **SUPPORT:** Legislation in this area advances the District's goals and priorities.
 - 5.2.6. **OPPOSE:** Legislation in this area could potentially harm, negatively impact or undo positive momentum for the District, or does not advance the District's goals and priorities.



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LEGISLATIVE ADVOCACY

- 5.2.7. The Fire Chief/CEO or designee may also provide a letter of concern or interest regarding a legislative issue without taking a formal position on a piece of legislation. Letters of concern or interest are to be administered through the Fire Chief/CEO or designee.
- 5.3. When a letter is sent to a state or federal legislative body, the appropriate federal or state legislators representing NCFPD shall be included as a copy or "cc" on the letter. The appropriate contacts at the California Special Districts Association and other local government associations, if applicable, will be included as a cc on legislative letters.
- 5.4. A position may be adopted by the Fire Chief/CEO or designee if any of the following criteria is met:
- 5.4.1. The position is consistent with the adopted Advocacy Priorities;
 - 5.4.2. The position is consistent with that of organizations to which the District is a member, such as the California Special Districts Association; or
 - 5.4.3. The position is approved by the Board of Directors [or the Legislative Advocacy Committee].
 - 5.4.4. All legislative positions adopted via a process outside of a regularly scheduled Board Meeting shall be communicated to the Board of Directors at the next regularly scheduled Board Meeting.
 - 5.4.5. When appropriate, the Fire Chief/CEO or other designee will submit a report (either written or verbal) summarizing activity on legislative measures to the Board of Directors.
- 6.0. **ADVOCACY PRIORITIES:**
- 6.1. **REVENUE, FINANCES, AND TAXATION:**
- 6.1.1. Ensure adequate funding for special districts' safe and reliable core local service delivery.
 - 6.1.2. Protect special districts' resources from the shift or diversion of revenues without the consent of the affected districts.



NORTH COUNTY FIRE PROTECTION DISTRICT

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LEGISLATIVE ADVOCACY

- 6.1.3. Promote the financial independence of special districts and afford them access to revenue opportunities equal to that of other types of local agencies.
- 6.1.4. Protect and preserve special districts' property tax allocations and local flexibility with revenue and diversify local revenue sources.
- 6.1.5. Support opportunities that allow the District to compete for its fair share of regional, state and federal funding, and that maintain funding streams. Opportunities may include competitive grant and funding programs. Opportunities may also include dedicated funding streams at the regional, state or federal levels that allow the District to maximize local revenues, offset and leverage capital expenditures, and those that maintain District goals and standards.

6.2. GOVERNANCE AND ACCOUNTABILITY:

- 6.2.1. Enhance special districts' ability to govern as independent, local government bodies in an open and accessible manner.
- 6.2.2. Encourage best practices that avoid burdensome, costly, redundant or one-size-fits all approaches.
- 6.2.3. Protect meaningful public participation in local agency formations, dissolutions and reorganizations, and ensure local services meet the unique needs, priorities and preferences of each community.
- 6.2.4. Oppose additional public meeting and records requirements that unnecessarily increase the burden on public resources without effectively fostering public engagement and enhancing accountability of government agencies.
- 6.2.5. Promote local-level solutions, decision-making and management concerning service delivery and governance structures, while upholding voter control and maintaining LAFCO authority over local government jurisdictional reorganizations and/or consolidations.

6.3. HUMAN RESOURCES AND PERSONNEL:

- 6.3.1. Promote policies related to hiring, management and benefits and retirement that afford flexibility, contain costs and enhance the ability to recruit and retain



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LEGISLATIVE ADVOCACY

highly qualified, career-minded employees to public service.

- 6.3.2. As public agency employers, support policies that foster productive relationships between management and employees.
- 6.3.3. Maintain special districts' ability to exercise local flexibility by minimizing state-mandated contract requirements.
- 6.3.4. Oppose any measure that would hinder the ability of special districts to maximize local resources and efficiencies through the use of contracted services.

6.4. INFRASTRUCTURE, INNOVATION, AND INVESTMENT:

- 6.4.1. Encourage prudent planning for investment and maintenance of innovative long-term infrastructure.
- 6.4.2. Support the contracting flexibility and fiscal tools and incentives needed to help special districts meet California's changing demands.
- 6.4.3. Promote the efficient, effective and sustainable delivery of core local services.
- 6.4.4. Prevent restrictive one-size-fits-all public works requirements that increase costs to taxpayers and reduce local flexibility.

7.0. REFERENCES:

- 7.1. [California Government Code § 54964;](#)
- 7.2. [California Government Code § 53060.5;](#)
- 7.3. [Stanson v. Mott \(1976\) 17 Cal. 3d 206.](#)



NORTH COUNTY FIRE PROTECTION DISTRICT

POLICY AND PROCEDURE MANUAL

ADMINISTRATION
RULES & REGULATIONS
CONDITIONS OF EMPLOYMENT

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EMPLOYMENT PRACTICES

1.0. **PURPOSE:**

- 1.1. To establish procedures for the hiring of prospective employees that ensure compliance with all Federal, State, and Local laws.
- 1.2. To select the most qualified candidate(s) for a specified position; to provide an equal opportunity to all prospective employees.

2.0. **POLICY:**

- 2.1. It is the policy of the North County Fire Protection District to select, by competitive and comprehensive testing procedures, the most qualified applicants for filling vacancies within the District. These procedures apply to full time career, part time reserve, and volunteer personnel.
- 2.2. Prospective employees must satisfy all [Minimum Employment Qualifications](#) and continued employment in order to be hired by the District. The North County Fire Protection District is an equal opportunity employer and subscribes to and upholds all of the parameters pertaining to equal opportunity employment as set forth in the California Administrative Code, Title 2, Division 4, Chapter 5 (Section 8101 et seq.).

3.0. **PROCEDURE:**

- 3.1. The following is an overview of the employment process. For an elaboration of NCFPD's commitment to equal opportunity employment. [Refer to the [Non-Discrimination Policy](#)].

3.2. **RECRUITMENT:**

- 3.2.1. **JOB ANNOUNCEMENT CONTENTS:** The job announcement should contain the following information:
 - 3.2.1.1. Job title;
 - 3.2.1.2. Salary range and benefits;
 - 3.2.1.3. Description of duties;
 - 3.2.1.4. Job site location;
 - 3.2.1.5. Minimum education and experience requirements, and any special licenses, certificates or credentials required;



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EMPLOYMENT PRACTICES

- 3.2.1.6. Other information providing for a better understanding of the nature and condition of the job;
 - 3.2.1.7. Description of the Fire District;
 - 3.2.1.8. How, where and when to file application, including deadline;
 - 3.2.1.9. Physical requirements essential to perform the job;
 - 3.2.1.10. Statement that North County Fire Protection District is an equal employment opportunity employer.
- 3.2.2. **JOB ANNOUNCEMENT CIRCULATION:** The District shall utilize several different means to circulate and post job announcements, including the following:
- 3.2.2.1. Distribution to regional fire agencies.
 - 3.2.2.2. Submitting requests to State employment offices and to municipal, county and State civil service registers.
 - 3.2.2.3. Posting condensed announcements in "positions available" sections of local newspapers, trade journals, and related job announcement services.
 - 3.2.2.4. Distribution to community groups such as Chamber of Commerce.
 - 3.2.2.5. Posting at local trade schools and nearby community colleges.
 - 3.2.2.6. Notification of regional paramedic programs and fire academies
 - 3.2.2.7. Notification of eligible employees on current Palomar College JPA employment list.
- 3.3. **APPLICATION:**
- 3.3.1. **APPLICATION CONTENTS:** There are several questions which *may not* be asked of a job applicant, either orally or in writing. The California Fair Employment and Housing Act prohibits any non-job-related inquiry which directly or indirectly limits a person's employment opportunities because of race, color, religion, national origin, ancestry, medical condition, physical handicap, marital status, sex, or age. Therefore, the application and/or supplemental questionnaire should make only those inquiries necessary to determine the applicant's eligibility to be considered for employment. Documents required for legitimate business purposes which reveal such "protected" information may be requested at the point of hire, not before. Contents of the [NCFPD Job Application](#) include:
 - 3.3.1.1. Name, address, phone, SSN#, CDL#;
 - 3.3.1.2. Proof of U.S. citizenship, and high school graduation/GED;
 - 3.3.1.3. Criminal history;
 - 3.3.1.4. Relationship to current employees



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- 3.3.1.5. Educational background;
- 3.3.1.6. Professional licenses and certifications;
- 3.3.1.7. Employment and work history;
- 3.3.1.8. Provision of references.

3.3.2. **APPLICATION DISTRIBUTION:** Candidates will be required to pick up job applications, supplemental questionnaires, and pre-assignments from the Operations Chief. This requirement may be altered at the discretion of the Operations Chief if the logistical needs of the candidates require applications to be mailed.

3.3.3. **APPLICATION REVIEW:** Applications must be received (not postmarked) by the filing deadline. After the filing deadline has elapsed, all applications will be reviewed by the Operations Chief or his/her designee for completeness and for applicant eligibility based upon the specified qualifications. [Refer to the appropriate job description for a detailed description of job requirements]. Based upon the total number of applicants, the Operations Chief will select the most qualified to continue with the pre-employment evaluation process. Candidates who are not selected will receive notice that their application will be kept on file for a six-month period, should any additional vacancies arise. Candidates who are qualified but omitted requisite documentation will be asked to provide such documentation if they choose to continue with the evaluation process. Candidates who do not meet the specified qualifications will not be contacted. If such candidates make follow-up requests, they will be informed that they did not meet the job requirements and given no further specific information. If there are an insufficient number of qualified candidates, the District may re-distribute job announcements.

3.4. **TESTING/EVALUATION PROCEDURES:**

3.4.1. **INVITATION:** Candidates whose applications have been approved will be invited to participate in the evaluation process. There is no minimum or maximum number of candidates required, although sufficient numbers should be invited in order to consider at least three for each vacancy or anticipated vacancy within the next year. At the time of consent to continue, the applicant will be given a testing date and time. Candidates will be instructed to arrive fifteen (15) minutes prior to scheduled appointment time.



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- 3.4.2. **TESTING PROCEDURES:** In order to successfully pass the evaluation process, a candidate must successfully pass each component of the exam; a combined total score which comprises a passing grade is unacceptable if either portion of the exam was not successfully passed.
- 3.4.2.1. **ORAL APPRAISAL:** The oral appraisal may consist of a structured oral interview, autobiographical sketch, delivery of a speech or similar pre-assignment, simulator exercise, and/or personnel situation. This component is worth 80% of the final score. The rating panel shall be comprised of three personnel, two of a higher rank and one of an equal or higher rank, as set forth in the [Non-Discrimination Policy](#).
- 3.4.2.2. **SKILLS ASSESSMENT LAB:** A skills lab may consist of one or more simulated medical incidents requiring assessment and treatment, EKG interpretation & interventions, and/or general medical knowledge questions. The evaluation panel will consist of two evaluators, both of which must be licensed paramedics who have a background in testing/evaluation. This component is worth 20% of the final score.
- 3.4.2.3. **RANKING:** All candidates who successfully complete both portions of the evaluation process will be ranked in order by total score.
- 3.4.2.4. **FIRE CHIEF/CEO INTERVIEW:** The Fire Chief/CEO will receive the names of the top three candidates for each position, without respect to ranking. If more than one position is vacant, the Chief will interview at least one additional candidate for each position. The Chief or his designee will interview each candidate and determine appropriateness for offering employment at his discretion. This process may involve a management review, whereby parties involved in the testing procedure may be asked to offer recommendations for offers of employment.
- 3.5. **OFFER OF EMPLOYMENT:** Candidates recommended for hire by the Fire Chief/CEO will be extended an offer of employment as soon as practical. All Safety candidates will be notified that this offer is contingent upon successful completion of the following:



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- 3.5.1. Physical Abilities test;
 - 3.5.2. **PHYSICAL EXAM**, including:
 - 3.5.2.1. Drug screen;
 - 3.5.2.2. Stress EKG; and
 - 3.5.2.3. Pulmonary function test;
 - 3.5.3. Psychological Exam;
 - 3.5.4. **BACKGROUND INVESTIGATION**, including:
 - 3.5.4.1. DMV record;
 - 3.5.4.2. Criminal history; and
 - 3.5.4.3. Contact of previous employers; and
 - 3.5.5. Review of insurability by District carrier.
 - 3.5.6. All other candidates will be notified that this offer is contingent upon successful completion of only those components required in the specific job description.
- 3.6. **PRE-EMPLOYMENT SCREENING**: At this point, the candidate is eligible for employment pending successful completion of the following (Utilize the [Permission to Treat](#) form to authorize treating facility to provide necessary medical testing/procedures):
- 3.6.1. **PHYSICAL ABILITY TEST**: If the candidate has not been selected from the Palomar College JPA list, he or she will be required to successfully pass this test as a condition of employment. [Refer to the [Physical Fitness Standards Policy](#) for a detailed description of this testing procedure].
 - 3.6.2. **PHYSICAL EXAM**: The pre-employment physical exam is administered by the Districts contract provider and consists of the following: (1) standard physical exam, (2) illegal drug screening, (3) stress EKG, (4) pulmonary function test. [Refer to the [Substance Abuse Policy](#) for more information on pre-employment drug screening.] Findings are submitted on the [Individual Screening Report](#). Questionable findings may be submitted to the District's workers' compensation carrier and legal counsel for review. It is important to note that the Americans' with Disabilities Act requires employers to make "reasonable accommodations" when considering candidates for employment. If the candidate can perform the full range of duties with such accommodation, employment should not be denied. [Refer to the District's [Non-Discrimination Policy](#) for further information.]
 - 3.6.3. **PSYCHOLOGICAL EXAM**: Employees are subjected to a standard interactive psychological examination which is administered by the District's contract provider. The provider should specialize in public safety examinations. Findings are provided as a recommendation for employment.



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- 3.6.4. **BACKGROUND INVESTIGATION:** A review of the employee's DMV record, criminal history, credit history, and employment history is conducted by the District or agent. The DMV record is obtained by contacting the DMV directly. The background investigation involves the utilization of a standard question format to ensure the same, objective information is asked of each reference or employer. Results of the DMV record may be forwarded to the District's carrier for review to ensure insurability. Results from the background investigation provide a general overview of the candidate's work history.
- 3.7. **EMPLOYMENT:** Once the candidate has successfully passed all of the following steps, he or she will be notified as such and given a starting date of employment. This date should be at least two weeks in duration, presuming that the new employee will need to give his former employer a two-week notice of separation. Prior to the employee's first day of active duty, they will be required to go through an orientation process. [Refer to the "[Employee Orientation Policy](#)" for a description of this procedure.]
- 3.7.1. On the first day of duty, the employee shall receive their badge, collar pins, nametag, etc. from the Fire Chief/CEO (or designee) in a formal ceremony at the Headquarters Fire Station (or other similarly suited location).
- 4.0. **REFERENCES:** None.
- 5.0. **RELATED POLICIES/FORMS:**
- 5.1. **POLICIES:**
- 5.1.1. [Employee Orientation](#);
 - 5.1.2. [Minimum Employment Qualifications](#);
 - 5.1.3. [NCFPD Job Application](#);
 - 5.1.4. [Non-Discrimination" Policy](#);
 - 5.1.5. [Physical Fitness Standards Policy](#);
 - 5.1.6. [Substance Abuse Policy](#).
- 5.2. **FORMS:**
- 5.2.1. [Individual Screening Report](#);
 - 5.2.2. [Permission to Treat](#).



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DIVISION CHIEF

1.0. **PURPOSE:**

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

2.0. **POLICY:**

- 2.1. All members classified in the position described herein shall meet all physical requirements, personal and professional qualifications. They shall perform the stated duties and responsibilities and all other duties as assigned.

3.0. **INTENT:**

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

4.0. **ESSENTIAL FUNCTIONS JOB ANALYSIS:**

JOB TITLE: Division Chief

DATE WRITTEN: May 9, 2003

UPDATED: February 6, 2019, December 13, 2011; January 24, 2006.

4.1. **GENERAL JOB DESCRIPTION:**

- 4.1.1. Under the direction of the Fire Chief/CEO, the Division Chief performs administrative and management functions for his/her assigned areas of authority and personnel and assume command of operations at the site of medical, fire and other emergencies as necessary.
- 4.1.2. A Division Chief is responsible for providing oversight to multiple functional areas within the organization, the assignment to which is based upon the needs of the organization and the composition of the senior management team. Those functional areas may include any combination of the following: EMS, training, operations, fleet, employee health & safety, community risk reduction, finance, administration, IT, communications, fire prevention,



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human resources, labor relations and risk management. The D/C assigned to Operations provides leadership to the Operations Division, directly supervising three (3) shift work Battalion Chiefs and any other assigned staff.

- 4.1.3. All positions will also perform other duties as assigned by the Fire Chief/CEO.
- 4.1.4. The Division Chief classification is considered an "Exempt" employee as defined by FLSA and is not overtime eligible. Specifics of compensation and benefits are described in the Memorandum of Understanding between the Management bargaining group and the District. The position is a Safety position as defined by PERS.
- 4.2. **WORK HOURS:** Division Chiefs normally work either a straight forty (40)-hour work week or an alternative workweek schedule as outlined in the Management Compensation plan and as specifically approved by the Fire Chief/CEO. Division Chiefs may be required to work hours in excess of the normal workweek on occasion due to normal fluctuations in workload and/or emergency activity. Division Chiefs may be entitled to compensation for additional hours worked, as defined in the District's MOU with the Management labor group.
- 4.3. **MINIMUM REQUIREMENTS:**
 - 4.3.1. **EXPERIENCE:**
 - 4.3.1.1. Two (2) years as a Battalion Chief or a minimum of five (5) years experience as a Captain is required.
 - 4.3.1.2. A minimum of ten (10) years of increasingly responsible experience in the fire service is required.
 - 4.3.1.3. Employment with the North County Fire Protection District at the time of application is preferred.
 - 4.3.2. **EDUCATION:**
 - 4.3.2.1. A Bachelor's Degree in Fire Science, Business, Management, Public Administration or other major course of study directly applicable to the roles and responsibilities of the position is required.
 - 4.3.2.2. A Master's Degree or other advanced course of study such as graduation from the Executive Fire Officer Program, the Harvard Fellowship in Local Government Leadership, Executive Chief Officer



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designation through IAFC or Chief Fire Officer Designation through CPSE is also desirable.

4.3.3. LICENSES AND CERTIFICATIONS:

4.3.3.1. REQUIRED PRIOR TO APPLICATION:

- 4.3.3.1.1. CICCS Certification: Strike Team Leader (or eligibility for certification) is required. If not certified upon appointment, must complete certification prior to completion of probationary period.
- 4.3.3.1.2. Chief Officer Certification: California Chief Officer Certification or equivalent is required as approved by the Fire Chief/CEO. [Examples of qualifying certifications are: California Chief Officer Certification, ProBoard, IFSAC, CFOD.]
- 4.3.3.1.3. Hazardous Materials:
 - 4.3.3.1.3.1. First Responder Operations is required.
 - 4.3.3.1.3.2. Hazardous Materials Incident Commander training and certification is required. Includes completion of Command 2B and/or CSTI Hazardous Materials I/C class and certification by the NCFPD Fire Chief/CEO as a HAZMAT Incident Commander.
- 4.3.3.1.4. EMT-I: A minimum of Emergency Medical Technician I Certification is required.
- 4.3.3.1.5. California Class C Drivers License: Currently possess and maintain at all times. Must be insurable by the District's liability insurer.
- 4.3.3.1.6. Rescue Systems 1.
- 4.3.3.1.7. NIMS Compliance: As currently required by NIMS.

4.3.4. KNOWLEDGE AND ABILITIES:

- 4.3.4.1. Knowledge of business and personnel management; business finance and budgeting; emergency rescue procedures and practices involving fire, chemical, or other threats; firefighting principles, techniques and principles of hydraulics applied to fire suppression; modern fire prevention and suppression methods, fire behavior and basic fire chemistry; basic and advanced life support; departmental rules and regulations on fire prevention, safety, fire codes and rescue methods to include State laws and municipal codes and ordinances related to fire prevention and inspection



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work; hazardous, toxic and/or explosive materials; area terrain, geography, roadways and other relevant characteristics.

4.3.4.2. Ability to react quickly and calmly in emergency situations; supervise and coordinate all activities of the department and personnel; to interpret, enforce and ensure the enforcement of laws, ordinances, statutes and other regulations; perform and/or supervise fire and arson investigations; plan, coordinate, develop, implement and evaluate all department programs; perform or supervise investigations; and prepare and maintain department reports, records and budgets.

4.3.5. **RESIDENCY REQUIREMENT:** Within six (6) months of appointment to the position and throughout term in the position, must reside within forty-five (45) minutes travel time (normal driving conditions) of the headquarters/ administrative offices for the District.

5.0. **REFERENCES:**

5.1. **Management MOU.**

6.0. **RELATED POLICIES/FORMS:** None.



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VOLUNTEER FIREFIGHTER

1.0. **PURPOSE:**

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

2.0. **POLICY:**

- 2.1. All members classified in the position described herein shall meet all physical requirements, personal and professional qualifications and shall perform the stated duties and responsibilities and all other duties as assigned according to the NCFPD policies and procedures.
- 2.2. No Volunteer shall respond to any type of emergency until after initial training (as outlined in [Section 4.3](#)) has been successfully completed, documented and approved by the Volunteer Coordinator and/or Training Chief. This training shall be completed within ninety (90) days of being accepted as a Volunteer.
- 2.3. Refer to the Volunteer Program Manual for additional details and ongoing requirements.

3.0. **INTENT:**

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

4.0. **ESSENTIAL FUNCTIONS JOB ANALYSIS:**

JOB TITLE: Volunteer Firefighter
EMPLOYER: North County Fire Protection District
330 S. Main Avenue
Fallbrook, CA 92028-2938
Phone: (760) 723-2005; Fax (760) 723-2072
DATE WRITTEN: January 26, 2016
UPDATES: September 27, 2016
February 26, 2019



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4.1. GENERAL JOB DESCRIPTION:

- 4.1.1. Although the number varies, there are approximately thirty (30) Volunteer Firefighters employed by the District at any one time. Volunteer Firefighters are generally assigned to one Volunteer station, where they may be assigned to a crew consisting two to four personnel.
- 4.1.2. The Volunteer Firefighter serves the community by responding to a wide variety of situations, ranging from emergencies that immediately threaten life or property to routine citizen requests for information or assistance. They perform within the scope of the policies and procedures of the North County Fire Protection District and they perform duties in the following general categories: fire suppression, emergency medical aid or rescue, hazardous material responses, training and public education. The Volunteer Firefighter normally works under the supervision of a Volunteer Coordinator or a Company Officer and is expected to function effectively as part of a highly trained team. They are also expected to perform their duties under adverse conditions and physical conditions that may pose a high risk of personal injury or exposure to hazardous conditions or infectious diseases.
- 4.1.3. The Volunteer Firefighter is required to attend regularly scheduled training in order to maintain the high level of knowledge, skill and ability necessary to function safely and effectively as a firefighter and EMS provider in accordance with state law, county protocols and standard operating procedures. The work performance of a Volunteer Firefighter is continuously evaluated for general knowledge, skill proficiency and ability to work as part of a team. Any deficiencies are corrected through remedial training.

4.2. WORK HOURS:

- 4.2.1. The Volunteer Firefighter is a non-compensated position that performs service without promise, expectation or receipt of compensation. Volunteer Firefighters normally respond from the station to District calls. [See [29 C.F.R. § 553.101\(a\)](#).]
- 4.2.2. Volunteer firefighters typically work 24-hour shifts, but are eligible and encouraged to work in shorter blocks as approved by the Volunteer Coordinator. Volunteer Firefighters hired under the SAFER II Grant, who meet certain benchmarks and work a minimum of three (3) 24-hour shifts per month, may qualify for educational reimbursement and other benefits as defined in the Volunteer Program Manual. Otherwise, the minimum is two (2) shifts per month.



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4.2.3. Volunteer Firefighters that subsequently become NCFPD employees may continue to provide some type of volunteer service provided that it is: (1) substantially dissimilar service (e.g. primarily administrative function such as facilities, training, IT, etc.), (2) at their discretion, direction and control (meaning not "on call," "on duty" or "providing coverage"). While performing such administrative services, Volunteer Firefighters may be utilized to augment emergency response staffing should circumstances so dictate.

4.3. EDUCATION/TRAINING:

4.3.1. MINIMUM APPLICATION REQUIREMENTS:

- 4.3.1.1 High School Diploma or GED;
- 4.3.2.2 State of California EMT Certification.

Exception: Applicants who reside within the District boundaries may apply and serve as a Volunteer without having an EMT Certification but must proactively work toward being accepted into an EMT Program within the first year of Volunteering. Extensions may be granted by the Fire Chief/CEO.

4.3.2. MINIMUM REQUIREMENTS TO RESPOND TO EMERGENCY INCIDENTS:

- 4.3.2.1 16-hour Hazardous Materials Operational course;
- 4.3.2.2 ICS 100C, 200B, 700A, 701A, 800C;
- 4.3.2.3 NWCG S -190, S – 130 and subsequently RT – 130;
- 4.3.2.4 NCFPD New Employee Orientation Training;
- 4.3.2.5 Advanced First Aid and CPR Certified (If not an EMT; see exception above);
- 4.3.2.6 Maintenance of annual mandatory refresher training and credentials; and
- 4.3.2.7 Satisfactory completion physical ability exam or Fire Academy Certificate that satisfies equivalent Firefighter Physical Abilities examination.

4.4. EXPERIENCE/KNOWLEDGE/ABILITIES:

- 4.4.1. **EXPERIENCE:** Experience as an EMT, Firefighter or Volunteer Firefighter is desirable.
- 4.4.2. **KNOWLEDGE:** Basic apparatus and equipment mechanics, maintenance and operations; emergency rescue procedures and practices involving fire, chemical or other threats; firefighting principles, techniques and principles of hydraulics applied to fire suppression; modern fire prevention and suppression methods, fire behavior and basic fire chemistry; BLS; Departmental rules and regulations on fire prevention, safety, fire codes and rescue methods, including State laws, municipal codes and



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ordinances related to fire prevention and inspection work; hazardous, toxic and/or explosive materials; area terrain, geography, roadways and other relevant characteristics. Applicants must have the **ability** to pass psychiatric, medical and physical agility examinations; perform strenuous work under adverse conditions for sustained periods of time; react quickly and calmly in emergency situations; and learn and retain information on procedures, protocols and practices related to medical, fire and other emergency responses.

4.4.3. **LICENSE/CERTIFICATION:** Class "C" California Driver's License (must be able to remain insured with District's liability carrier) and State certification as an EMT 1 (non-resident). A Hazardous Materials First Response Operational Certificate is also required.

4.4.4. **PROMOTIONAL ADVANCEMENT/RANK:** Volunteer Firefighters that have successfully completed the educational and promotional requirements for subsequent ranks; may receive a promotion to that respective rank.

4.4.5. **ADMINISTRATIVE ASSIGNMENT:** Volunteer Firefighters that subsequently become employees of NCFPD and wish to continue to serve in a volunteer capacity will be required to assume an administrative assignment and corresponding title. This assignment will serve as their primary volunteer function.

4.5. **ESSENTIAL FUNCTIONS:**

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

OCCASIONAL: Up to 1/3 of the time;
FREQUENT: 1/3 to 2/3 of the time; and
CONTINUOUS: 2/3 or more of the time.
STRENGTH: Refer to U.S. Dept. of Labor Strength Levels/Categories.

| 4.6. | ESSENTIAL FUNCTIONS | FREQUENCY | STRENGTH |
|--------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|------------|
| 4.6.1. | Performs firefighting activities: controls and extinguishes structural and wildland fires; protects lives and property during fires; responds to fire alarms by donning protective clothing; rides apparatus to emergency sites; pulls hoses and directs water or chemicals onto fires; creates openings for entrance to structures; creates fire breaks; operates equipment and apparatus up to 26,000 lbs.; assists with fire rescues; protects property from water and smoke; and related activities. At fire scenes, Volunteer Firefighters are regularly assigned to set up and run the "Rehab" location where firefighting personnel take required rest and hydration breaks; the Volunteer monitors vital signs, water intake and documents their condition prior to their release to return to the incident. | Occasional to Continuous | Very Heavy |



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| 4.6. | ESSENTIAL FUNCTIONS | FREQUENCY | STRENGTH |
|---------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-------------------------|
| 4.6.2. | Responds to emergency medical situations and convalescent medical situations (non-emergency); rides and on occasion drives appropriate apparatus to site; administers BLS to patients; extricates patients from vehicles or confined spaces using hydraulic and pneumatic mechanical advantage systems; performs above or below grade rescues, confined space rescues and flood/river rescues using rope rescue and other equipment; performs hazardous materials operations; and related activities. | Occasional to Continuous | Very Heavy |
| 4.6.3. | Helps secure sites by directing traffic, clearing public, clearing landing zones for helicopter landing, setting up lighting and related activities. | Occasional | Medium |
| 4.6.4. | Responds to the orders and directives of incident commanders/superiors and carries out assignments per applicable practices and protocols. In addition to emergency response activities, includes performing errands for assigned station, clerical tasks | Occasional to Continuous | Light to Very Heavy |
| 4.6.5. | Performs equipment and apparatus maintenance and inspections; performs minor repairs to equipment and apparatus; reports defects to appropriate personnel; fuels vehicles; performs daily and scheduled inspections and maintenance activities; and stocks supplies to help ensure operational readiness of all apparatus and equipment. | Occasional | Heavy |
| 4.6.6. | Performs station and grounds maintenance tasks per weekly schedules including housekeeping, cleaning, lawn mowing, raking, etc. | Occasional | Medium |
| 4.6.7. | Participates in Company Inspections per quarterly schedules: advise companies/individuals of fire codes, fire hazards, chemical hazards, etc. Each Company or commercial building is to be inspected once per year. Twenty companies are inspected per quarter. | Occasional | Light |
| 4.6.8. | Performs Wildland/Urban Interface Inspections in Fire Mitigation Zones. | Occasional | Light |
| 4.6.9. | Participates in training, drills and evaluations. Training or drills are conducted in-house (one station) or in combined drills with two to three other stations. | Occasional | Sedentary to Very Heavy |
| 4.6.10. | Participates in physical training activities. Includes running, bikes, and/or weight lifting. As performance of other functions allows, one and a half hours per day are spent performing these activities. | Continuous | Medium to Heavy |
| 4.6.11. | Attends scheduled meetings, participates in special committee activities, etc. | Occasional | Sedentary to Light |
| 4.6.12. | Participates in public education activities, station tours, Fire Awareness Week and other public education activities as requested. | Occasional | Light to Medium |

4.6.12.1. **Note:** Employees may be selected to participate in the State of California OES program and/or the California Mutual Aid System. Under the OES and in exchange for the use of an OES fire protection apparatus, any three (3) qualified employees can be selected to participate in an emergency response anywhere in the State of California. The California Mutual Aid System exists to ensure a readily accessible pool of qualified personnel to respond to incidents and events such as multi-casualty incidents, search and rescue missions, transportation accidents, major natural disasters, planned events and similar occurrences. Employees are certified to participate in designated capacities based on training, certifications and fitness.



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

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

4.8. VEHICLES/MOVING EQUIPMENT DRIVEN ON THE JOB: Varied firefighting and emergency medical vehicles under 26,000 pounds including Paramedic (ALS and BLS Ambulances) and others.

5.0. CURRENT PHYSICAL FACTORS:

Frequency Key: Occasional - Up to 1/3 of the time;
Frequent - 1/3 to 2/3 of the time;
Continuous - Over 2/3 of the time. (Based on 12 hour day)

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

5.2. ENDURANCE (Primary Demands):

5.2.1. STANDING:

Frequency: Occasional to Frequent, from 3 to 6 hours per shift.

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

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

Currently performed in function numbers: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 12.

5.2.2. WALKING:

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

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

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

Currently performed in function numbers: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12.



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5.2.3. SITTING:

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

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

Seat Structure: Bench and individual vehicle seats, office chairs, floor, ground, etc.

Currently performed in function numbers: 1, 2, 3, 4, 5, 7, 8, 10, 11 and 12.

5.3. PHYSICAL AGILITY (Primary Demands):

Kneeling, Squatting or Crouching: Occasional to Frequent, from 10 minutes to 2 hours per day.

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

Lying Prone/ Supine: Zero to 30 minutes.

Climbing: 15-60 minutes total. (Ladders, grades, stairs, vehicles, etc.)

Currently performed in function numbers: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 12.

5.4. STRENGTH (Primary Demands):

5.4.1. LIFTING/CARRYING:

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

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

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

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

With the: Bilaterally, either hand independently, shoulders, waist/belt, back, etc.

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



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

Currently performed in function numbers: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 12.

5.4.2. PUSHING/PULLING:

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

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

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

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

With the: Bilaterally, either hand independently, legs, shoulder.

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

Currently Performed In Function Numbers: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 12.

5.5. PHYSICAL AGILITY (Primary Demands):

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

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

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

Twisting/ Turning: Occasional to Frequent twisting/turning is performed from 15 minutes up to 4 hours per shift. Average durations of 5 to 15 seconds; maximum durations of 5 minutes at each occurrence. Average of 20 degrees; maximum of approximately 60 degrees.

Currently Performed In Function Numbers: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 12.



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5.6. DEXTERITY (Primary Demands):

5.6.1. REACHING:

Shoulder Level or Above: Occasional from 30 minutes to 2 hours per shift for average durations of 30 to 60 seconds; maximum durations up to 5 minutes.

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

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

Currently Performed In Function Numbers: 1, 2, 3, 4, 6, 7, 8, 9, 10, 11 and 12.

5.6.2. HANDLING/FINGERING – FINGER DEXTERITY:

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

Duration: Average of 5 to 10 seconds; maximums of 5 minutes.

With The: Dominant hand (handwriting), either hand independently, attaching bolts/fasteners, working with wiring, both hands (keyboard).

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

Currently Performed In Function Numbers: 1, 2, 3, 4, 5, 6, 7, 8, 9, 11 and 12.

5.6.3. DEXTERITY, CONT.:

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

Wrist Flexion/Extension: Occasional flexion/extension is performed 1 to 3 hours per shift. Average duration of 10 to 30 seconds; maximum duration of 30 minutes.

Wrist-Radial/Ulnar: Occasional radial side and ulnar side deviation is required 10 to 30 minutes per shift. Average duration's of 1 to 3 seconds; maximum durations of 5 seconds.

Work Performed: Performed in conjunction with reaching, lifting, carrying, pushing, pulling, gripping, grasping and finger dexterity. Performed to support weights (flexion), manipulate valves, hand tools and components.



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5.7. CERVICAL MOVEMENT (Primary Demands):

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

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

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

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

Currently Performed In Function Numbers: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12.

5.8. COORDINATION (Primary Demands):

Eye-Hand: Continuous in order to handle and manipulate tools and components.

Eye-Hand-Foot: Occasional to Frequent to drive vehicles, operate and manipulate equipment and apparatus.

Driving: Occasional to Frequent.

Currently Performed In Function Numbers: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12.

5.9. SENSORY (Primary Demands):

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

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

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

Smell: Normal olfactory sense is used.

Currently Performed In Function Numbers: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12.

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

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

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

Noise Levels: Very Quiet Quiet Moderate Loud Very Loud

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



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1.0. **PURPOSE:**

- 1.1. The purpose of the North County Fire Protection District (the District) Volunteer Firefighter Program is to augment Career suppression forces by maintaining trained and motivated personnel that will ensure competent service to the community.
- 1.2. This document will establish guidelines pertaining to the Volunteer Firefighter Program and its operations.

2.0. **POLICY:**

- 2.1. The District shall establish and maintain a Volunteer Firefighter Program Manual containing written standardized operations and regulations specifically pertaining to the Volunteer Firefighter Program. The Program Manual shall be utilized by District personnel as the official reference source of written guidelines pertaining to Volunteer Firefighter operations and organizational procedure for routine or emergency operations.
- 2.2. Volunteer Firefighters, while under general direction of a Company Officer, are considered uncompensated positions. Under California law, a volunteer is someone who performs work for civic, charitable or humanitarian reasons, for a public agency or a tax-exempt organization, without promise, expectation, or receipt of any compensation for work performed. The absence of compensation or other material inducement is a condition of volunteer status. Material inducement includes the promise of any type of material gain, whether in the form of monetary compensation, some special benefit such as insurance, or an in-kind payment important to a reasonable person in the individual's circumstances.
- 2.3. NCFPD Policies and Procedures apply to all Volunteers affiliated with the District, with consideration of the following statutes:
 - 2.4. For purposes of Workers' Compensation, Volunteer Firefighters are considered "employees" pursuant to [California Labor Code Section 3361](#) and [3365](#).
 - 2.5. For purposes of complying with mandated training and occupational health & safety requirements, Volunteer Firefighters are considered employees pursuant to [California Labor Code Section 6303](#).



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- 2.6. For purposes of discipline and/or removal from their position as a Volunteer Firefighter, [California Labor Code Section 1964](#) shall apply, in lieu of California Government Code 3250 et seq.
- 2.7. For purposes of receiving compensation for reporting to duty, Volunteer Firefighters with NCFPD are not considered employees in accordance with the Fair Labor Standards Act ([29 USC Section 201 et. seq.](#))
- 2.8. For purposes of receiving health benefits, Volunteer Firefighters with NCFPD are not considered employees in accordance with the Affordable Care Act and are therefore ineligible to receive health benefits.
- 2.9. When receiving compensation for responding to reimbursable Mutual Aid incidents (CFAA), Volunteer Firefighters are considered employees for Federal Tax purposes.
- 3.0. **RESPONSIBILITIES:**
- 3.1. The Fire Chief/CEO shall have overall responsibility for the operation of the Volunteer Firefighter Program.
- 3.2. The Fire Chief or his designee will primarily be responsible for providing policy level guidance to meet the Mission needs of the District. The Volunteer Recruitment and Retention Coordinator (subsequently referred to as Volunteer Coordinator) will be supervised by the Training Chief.

The Volunteer Coordinator reports directly to the appropriate Division Chief or Program Manager, respective to the topic; s/he coordinates day-to-day recruitment, retention and administrative needs of the Volunteer Program.
- 3.3. Company Officers shall supervise and evaluate Volunteer Firefighters during shift duty assignments or special tasks/activities.
- 3.4. The Volunteer Coordinator shall review Volunteer Firefighters Training and on-duty hours monthly. If Volunteer Firefighters lack the minimum requirements, the deficiencies will be documented per Policy and the Volunteer Coordinator shall notify and confer with the Training Officer or Operations Chief respectively as to the Volunteer personnel's readiness for duty.



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- 3.5. Volunteer Firefighters are responsible for maintaining all mandated licenses, certifications and training requirements. The Volunteer Coordinator is to ensure these documents are on file within the Districts records management systems.
- 3.6. New Volunteer Firefighters will make every effort to complete the Volunteer Firefighter I Task Book within 120 days of initiating affiliation with the District. Special circumstances preventing completion within said 120 days will be considered by the Volunteer Coordinator. In addition, new Volunteer Firefighters will be required to meet all requirements as outlined in the Volunteer Firefighter Job Description and complete the New Hire Safety Mandated Training prior to responding on any emergency calls.
- 3.7. The Volunteer Firefighter shall abide by the policies and procedures of the District, the North Zone Emergency Operations Manual and North Zone Training Manual
- 4.0. **PROCEDURE:**
- 4.1. **GENERAL GUIDELINES:**
 - 4.1.1. The Department is a paramilitary organization that requires teamwork, discipline, the ability to make critical decisions and work under pressure for the benefit of others.
 - 4.1.2. The District's Volunteer Firefighters shall conform to department rules and regulations, respect the chain of command, work well with peers, have integrity and perform menial tasks with excellence; at the same time, they must demonstrate the ability to think on their feet, use good, independent judgment, and display common sense concerning safety for self and others.
 - 4.1.3. Volunteer Firefighters will be given the opportunity through direct on-the-job experience to develop the vocational skills necessary to establish careers in the fire service.
 - 4.1.4. Volunteer Firefighters exist primarily to augment and not replace career staffing.



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4.2. DESCRIPTION DUTIES:

4.2.1. POSITION:

- 4.2.1.1. A Volunteer Firefighter on shift assignment is directly responsible to the Company Officer.
- 4.2.1.2. Volunteer Firefighters may work on an apparatus with an assigned Company Officer based upon the discretion of the Company Officer or, in their absence, the Volunteer Coordinator and/or the assigned Duty Officer.
- 4.2.1.3. A Volunteer Firefighter while on shift assignment may not be used for purposes unrelated to crew operations without express permission from the supervising Company Officer or the Volunteer Coordinator.

4.2.2. VOLUNTEER FIREFIGHTER SCOPE OF ACTIVITIES:

- 4.2.2.1. Perform firefighting duties only within the scope of the Volunteer Firefighter job description and based upon successful completion of task books and required qualifications to respond to emergency incidents and/or operate apparatus.
- 4.2.2.2. Perform EMS activities only within the scope of his/her San Diego County EMS Certification and NCFPD departmental policy. All ALS skills shall only be conducted under the direct supervision of a full-time NCFPD Paramedic. The full-time NCFPD Paramedic has the ultimate responsibility for all patient care and documentation.
- 4.2.2.3. Perform staff support functions and other duties as assigned.

4.2.3. VOLUNTEER FIREFIGHTER SHIFT RESPONSIBILITIES:

4.2.3.1. VEHICLE AND EQUIPMENT CHECKOUT:

- 4.2.3.1.1. Checkout primary apparatus.
- 4.2.3.1.2. Ensure cleanliness and response readiness of assigned apparatus.
- 4.2.3.1.3. Volunteer Firefighter may assist full-time Paramedic in ALS equipment checkout. Full-time paramedic remains responsible for ALS gear at all times.
- 4.2.3.1.4. Volunteer Firefighters are not allowed to access or document the assigned narcotics inventory.



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4.2.3.2. STATION DUTIES:

- 4.2.3.2.1. Assist in crew daily, weekly and monthly station duties.
- 4.2.3.2.2. Assist in maintenance and restocking of station EMS supplies.

4.2.3.3. PATIENT CARE:

- 4.2.3.3.1. Primary Patient Care: Primary patient care authority rests with assigned full-time Paramedic personnel.
- 4.2.3.3.2. Post-Transport Apparatus Clean-up and Restocking: After the transfer of patients to an ambulance, Volunteer Firefighters will assist with apparatus clean-up and restocking within his/her scope of practice.
- 4.2.3.3.3. Narcotics and/or Controlled Substances: The handling of Narcotics and/or Controlled Substances shall be the sole responsibility of assigned full-time Paramedic personnel.

4.3. APPLICATION:

4.3.1. APPLICANTS MUST SUBMIT:

- 4.3.1.1. An accurate and complete application for program participation.
- 4.3.1.2. A current resume.
- 4.3.1.3. Copies of certificates showing completion of minimum education and training requirements.
- 4.3.1.4. Copies of training records required transcripts (if any) and certifications.

4.3.2. Application and resumes will be screened to determine if the applicant meets minimum requirements. Qualified applicants will be ranked based on experience and education. Preference may be given to those applicants with:

- 4.3.2.1. Previous volunteer, public safety and/or Fire Explorer experience; and/or
- 4.3.2.2. Current residency within the District; and/or
- 4.3.2.3. Current San Diego County EMT Certification; and/or
- 4.3.2.4. Graduation from a Firefighter 1 Academy.



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- 4.3.3. Qualified applicants are required to successfully complete the District's Physical Ability Examination (reg, 223.14):
- 4.3.4. Qualified applicants will be invited to participate in an oral interview. Each candidate to be considered for conditional appointment must complete and pass a physical exam, drug screening and background check. All of the above requirements must be completed before work commences.
- 4.4. AGREEMENT:
 - 4.4.1. Upon selection for the Volunteer Firefighter Program, each applicant shall be required to sign a [Volunteer Firefighter Affiliation Agreement](#) with the North County Fire Protection District. The signed agreement will be retained by the District and kept in the Volunteer Firefighter's personnel file.
- 4.5. UNIFORMS AND PROTECTIVE CLOTHING:
 - 4.5.1. The District will provide each Volunteer Firefighter with the following articles of personal protective clothing and equipment:
 - 4.5.1.1. STRUCTURAL EQUIPMENT AND PPE:
 - 4.5.1.1.1. Helmet (with goggles or safety glasses);
 - 4.5.1.1.2. Coat;
 - 4.5.1.1.3. Hood;
 - 4.5.1.1.4. Pants;
 - 4.5.1.1.5. Suspenders;
 - 4.5.1.1.6. Boots;
 - 4.5.1.1.7. Gloves;
 - 4.5.1.1.8. Other (spanner wrench, flashlight, and utility strap).
 - 4.5.1.2. WILDLAND:
 - 4.5.1.2.1. Hard Hat (with goggles or safety glasses);
 - 4.5.1.2.2. Shirt;
 - 4.5.1.2.3. Pant;
 - 4.5.1.2.4. Boots;
 - 4.5.1.2.5. Gloves.



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4.5.2. For any Volunteer Firefighter hired under the SAFER II Grant, the District will provide each Volunteer Firefighter with the following uniform articles. Non-SAFER II Volunteers may be required to purchase their own uniform articles:

4.5.2.1. UNIFORMS:

- 4.5.2.1.1. Uniform Shirt (1)
- 4.5.2.1.2. Badge
- 4.5.2.1.3. Uniform Pant-(1);
- 4.5.2.1.4. Belt;
- 4.5.2.1.5. T-shirts (2);
- 4.5.2.1.6. Job Shirt/Sweatshirt;
- 4.5.2.1.7. Uniform Baseball Hat
- 4.5.2.1.8. Station boots are also reimbursable up to the \$400 total Uniform limit as defined in the SAFER II grant. Excess cost (if required) will be borne by the Volunteer.

4.5.3. All articles of clothing and issued equipment are the property of NCFPD and are to be kept clean and in good order. NCFPD will replace or repair equipment and clothing damaged through normal use. The Volunteer Firefighter will be responsible for items lost or damaged through improper maintenance, carelessness or negligence. Requests for repair and/or replacement will be made through the chain of command according to the Uniform Policy. Any missing, lost or damaged item(s) will be reported immediately to the Company Officer. Upon resignation or termination from the program, all issued equipment will be returned to the District.

4.6. EDUCATION/TRAINING:

4.6.1. REFER TO THE VOLUNTEER FIREFIGHTER JOB DESCRIPTION FOR SPECIFIC ENTRY LEVEL APPLICATION AND ABILITY TO RESPOND REQUIREMENTS.

4.6.2. SUBSEQUENT REQUIREMENTS:

4.6.2.1. MINIMUM REQUIREMENTS TO OPERATE TYPE I, TYPE III APPARATUS OR WATER TENDER:

- 4.6.2.1.1. California Class C Firefighter Endorsed Driver's License;
- 4.6.2.1.2. OSFM Fire Apparatus Driver/Operator; and



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4.6.2.1.3. Completion of NCFPD Driver/Operator Taskbook specific to each apparatus.

4.7. ONGOING TRAINING REQUIREMENTS:

- 4.7.1.1. Volunteer Firefighters will participate in all on-duty crew training as approved by the Company Officer.
- 4.7.1.2. Volunteer Firefighters will be required to maintain a record of training in Target Solutions.
- 4.7.1.3. Volunteer Firefighters will complete a minimum of ten (10) hours training per month, to include all "[Mandatory Training](#)."
- 4.7.1.4. Volunteer Firefighters who fail to maintain minimum training requirements may be precluded for shift assignment work until training objectives are met. [Refer to Training for specific areas of training (i.e. critical skills and manipulative skills evaluation)].

4.7.2. Upon assignment and at least annually thereafter, complete the Department's physical ability examination or provide proof of satisfactory completion of a comparable physical ability examination (CPAT, Biddle or Palomar College JPA).

4.8. ASSIGNMENT:

- 4.8.1. Prior to assignment, the Volunteer Firefighter shall be processed for hiring as per the [Employment Procedures](#) and [Employee Orientation Program](#).
- 4.8.2. No Volunteer Firefighter shall respond to any type of emergency until after initial training (as outlined in Section 4.6. et. seq.) has been successfully completed, documented, and approved by the Volunteer Coordinator and NCFPD Training Officer. This training shall be completed within ninety (90) days of being accepted as a Volunteer Firefighter.
- 4.8.3. To remain in good standing, a Volunteer Firefighter is expected to fill a minimum of two (2) 24-hour shifts per month. Volunteers accepting uniform and educational incentives as defined by the SAFER Grant must work a minimum of three (3) 24-hour shifts per month. In addition, all Volunteers must attend at least one (1) Volunteer Training per month. Station coverage shifts other than 24-hour may be approved at the discretion of the Volunteer Coordinator. Failure to make or fulfill station coverage commitments is grounds for dismissal.



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- 4.8.4. Volunteer Firefighters may be assigned in the District based upon the District's needs at the discretion of the Duty Battalion Chief.
- 4.8.5. Volunteer Firefighters shall report for their assigned shift at the beginning of the shift unless otherwise approved by the Volunteer Coordinator. Volunteer Firefighters shall fulfill shift assignments for which they have committed. If they are subsequently unable to fulfill a shift, it is expected that they will first attempt to find their own relief and notify the Volunteer Coordinator. If they are unable to find their own relief, they are to notify the Volunteer Coordinator or Duty Battalion Chief within twenty-four (24) hours of shift assignment.
- 4.8.6. District employees *may not* perform work that is "substantially similar" to their primary job classification on a voluntary basis. This would include Firefighters (Full-time or LT FF) fulfilling a Volunteer Firefighter shift assignment. District employees *may* perform work on a voluntary basis that is "substantially dissimilar" to their primary job classification (e.g. LT FF Firefighter performing training, administrative support or equipment maintenance for Volunteer personnel).
- 4.8.7. NCFPD LT FF or Full-time Firefighters, who also serve a recognized administrative function as a Volunteer, will be compensated for their time if during the course of their Volunteer administrative duties they respond to a call for assistance.
- 4.8.8. On occasion, NCFPD may utilize NCFPD LT FF or Full-time Firefighters to augment staffing on fire engines. Under these circumstances, employees will be compensated. LT FF Firefighters assigned to augment staffing will be guaranteed a four (4)-hour minimum.
- 4.9. ACCOUNTABILITY:
- 4.9.1. The responsible Supervisor and/or the Volunteer Coordinator shall provide coaching and counseling as necessary. The appropriate Division Chief shall be responsible for imposing discipline if necessary.
- 4.9.2. Upon completion of the initial ninety-day (90) Orientation Period (or sooner if all requirements have been met), the Volunteer Firefighter will receive a written evaluation from the Volunteer Coordinator, with input from the assigned Company Officers. This performance evaluation shall include the



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Volunteer Firefighter's status with regard to meeting requirements allowing them to respond on emergencies. This evaluation will finalize the recommendation for the Volunteer Firefighter to be able to respond on emergencies.

- 4.9.3. Thereafter, the Volunteer Firefighter shall receive a Performance Evaluation annually, from the Volunteer Coordinator with input from the assigned Company Officers, using the Volunteer Firefighter Evaluation.
 - 4.9.4. The Volunteer Coordinator and Training Chief shall be responsible for reviewing Volunteer Firefighter's Performance Evaluation.
 - 4.9.5. A Volunteer Firefighter who consistently fails to meet the minimum criteria without just cause may be subject to dismissal from the Program. This includes shift requirements, currency on training, meeting attendance, and any other violations of the Policy.
- 4.10. COMPENSATION AND BENEFITS:
- 4.10.1. Volunteers may be reimbursed, per approval of the Training Chief, for reasonable meals, lodging, training, educational materials, supplies, and incidental expenses or nominal nonmonetary awards without losing volunteer status with prior approval from the Volunteer Coordinator. Volunteers must submit receipts and substantiate all requests for reimbursement on a Reimbursement Request Form.
 - 4.10.2. Volunteers participating in reimbursable mutual aid fire assignments will be compensated in accordance with the California Fire Assistance Agreement (CFAA) at the State Rate for Volunteer Firefighters. As compensation is received for responding to these and only these types of incidents, pay and deductions are to be reported on a W-2. Volunteers receive the payroll portion of the reimbursement provided through CFAA (OES) when it is received. When completing the State F-42 Form, the Volunteer Firefighter shall list their status as "PCF."
 - 4.10.3. Operation of District apparatus outside of NCFPD boundaries require specific rules and which rules must be adhered. Consult the respective apparatus Taskbook and/or Volunteer Coordinator for specific details.
- 4.11. LEAVE OF ABSENCES:



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- 4.11.1. Volunteer Firefighters are required to complete a minimum of ninety (90) days of Volunteer active service with NCFPD to be considered for a Leave of Absence for a Fire Academy, EMT School or Paramedic School. Refer to the following section (Educational Reimbursement) regarding educational reimbursement opportunities.
- 4.11.2. The Volunteer Firefighter must be current with training workbook and evaluations.
- 4.11.3. If a Leave of Absence is desired, the Volunteer Firefighter is to submit a letter to the Volunteer Coordinator requesting such leave for the purpose of attending a fire academy, EMT school or paramedic school as soon as acceptance into the Program is received.

4.12. EDUCATIONAL REIMBURSEMENT:

- 4.12.1. Volunteer Firefighters hired under the SAFER II Grant and in good standing (evaluations and training up to date, meeting and shift participation requirements outlined in 4.8.3) may be eligible for reimbursement of educational tuition expenses for courses necessary to obtain Firefighter I, EMT, and Paramedic. To qualify for educational assistance under the SAFER II Grant, volunteers must complete six months of service. After six months of service, volunteers will be compensated half (50%) of the SAFER II award limits for approved registration and materials costs. Following successful completion of the courses listed below, and an additional six months of service to the District (post course completion), Volunteers are eligible for the remaining half. Approved courses and total allowable reimbursements are:

- 4.12.1.1. Firefighter 1 Academy - \$2,500.00
- 4.12.1.2. EMT Program - \$750.00
- 4.12.1.3. Paramedic Program - \$4,000.00

- 4.12.2. At the completion of the SAFER II period, the above rules will be re-evaluated and may change.
- 4.12.3. Additionally, Volunteer Firefighters may receive sponsorship to a Regionally Accredited Fire Academy, which consists of provision of personal protective equipment and uniforms on a competitive basis.



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4.12.4. The filing procedures shall be pursuant with District's Tuition Reimbursement Policy.

4.13. PART-TIME EMPLOYMENT:

4.13.1. Any Volunteer in good standing that meets the minimum qualifications as specified in the respective job announcement will be given the opportunity to apply for internal and external job openings within the District. Volunteer Firefighters in good standing will be allowed to participate in the testing process while still in the internship portion of Paramedic School. All minimum qualifications for the position must be met prior to appointment.

4.13.2. If deemed the best candidate, the Fire Chief/CEO at his/her discretion, may offer a promotion from Volunteer Firefighter to a Single Role EMS employee or Firefighter/Paramedic position.

5.0. REFERENCES:

- 5.1. California Labor Code Section 1964;
- 5.2. California Labor Code Section 3361;
- 5.3. California Labor Code Section 3365;
- 5.4. California Labor Code Section 6303;
- 5.5. 29 USC Section 201 et. seq.

6.0. RELATED POLICIES/FORMS:

6.1. POLICIES:

- 6.1.1. Apparatus Service Status;
- 6.1.2. Employee Development Review;



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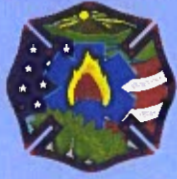
- 6.1.3. Employment Procedures;
- 6.1.4. Employee Orientation Program;
- 6.1.5. EMS Equipment;
- 6.1.6. Volunteer Firefighter Job Description;
- 6.1.7. Infection Control Policy;
- 6.1.8. Mandatory Training;
- 6.1.9. Mentor Program Guidelines;
- 6.1.10. MICU Medications;
- 6.1.11. New Employee Payroll;
- 6.1.12. Payroll Processing Policy;
- 6.1.13. Resuscitators;
- 6.1.14. Station Duties;
- 6.1.15. Tuition Reimbursement Policy;
- 6.1.16. Will Call Policy.

6.2. FORMS:

- 6.2.1. Equipment Transfer Form;
- 6.2.2. Reimbursement Request Form;
- 6.2.3. Volunteer Firefighter Evaluation;
- 6.2.4. Volunteer Firefighter Affiliation Agreement.

LAST REVIEW: 09-19-16
LAST UPDATE: 09-19-16
FC/BOD APPROVAL: 09-27-16
TRACKER: 1110.01

LJM Review:



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

TO: BOARD OF DIRECTORS
FROM: STEPHEN ABBOTT, FIRE CHIEF/CEO
DATE: FEBRUARY 26, 2019
SUBJECT: NOMINATIONS FOR CALIFORNIA SPECIAL DISTRICT ASSOCIATION BOARD OF DIRECTORS

ACTION AGENDA

RECOMMENDATION:

The Board of Directors should determine if any members wish to be nominated for a position on the CSDA Board of Directors for Southern Region, Seat B. If no, no further action is required. If yes, then a motion to nominate the individual will be required.

BACKGROUND:

The North County Fire Protection District is a member agency in the California Special District Association (CSDA). As a member agency, the District has the opportunity to nominate members to the CSDA Board of Directors.

DISCUSSION:

CSDA is currently soliciting nominations as described in the attached documentation. The nominated party may be either a Board Member or Managerial Employee and must be affiliated with an independent special district that is a regular CSDA member in good standing, located within the geographic area they seek to represent. The successful candidate will serve for three years, is expected to attend every meeting, participate on at least one committee, attend two annual events and complete all four modules of the Special District Leadership Academy. There are other educational and committee requirements as outlined in the nomination documents. Bill Nelson, Director from Orange County Cemetery District's term is coming to conclusion and it appears he will not be running for re-election. The deadline for submitting nominations is **April 17, 2019**.

Staff has no particular recommendation on this opportunity. Further action will be based on whether or not a Member wishes to be nominated for the CSDA Board.

FISCAL ANALYSIS:

If elected, cost of participating in CSDA Board and committee meetings are reimbursed by CSDA. CSDA does not reimburse for expenses for the two conferences or the Academy classes, even if a Board or committee meeting is held in conjunction with the events.

SUMMARY:

Board members should determine if any are interested in being nominated for the available CSDA Board seats as described in the attached documents. If not, no further action is required. If yes, then a motion making the nomination will be in order.



**California Special
Districts Association**

Districts Stronger Together

DATE: February 15, 2019
TO: CSDA Voting Member Presidents and General Managers
FROM: CSDA Elections and Bylaws Committee
SUBJECT: **CSDA BOARD OF DIRECTORS CALL FOR NOMINATIONS
SEAT B**

The Elections and Bylaws Committee is looking for Independent Special District Board Members or their General Managers who are interested in leading the direction of the California Special Districts Association for the 2020 - 2022 term.

The leadership of CSDA is elected from its six geographical networks. Each of the six networks has three seats on the Board with staggered 3-year terms. Candidates must be affiliated with an independent special district that is a CSDA Regular Member in good standing and located within the geographic network that they seek to represent. (See attached CSDA Network Map)

The CSDA Board of Directors is the governing body responsible for all policy decisions related to CSDA's member services, legislative advocacy, education and resources. The Board of Directors is crucial to the operation of the Association and to the representation of the common interests of all California's special districts before the Legislature and the State Administration. Serving on the Board requires one's interest in the issues confronting special districts statewide.

Commitment and Expectations:

- Attend all Board meetings, usually 4-5 meetings annually, at the CSDA office in Sacramento.
- Participate on at least one committee, meets 3-5 times a year at the CSDA office in Sacramento.
(CSDA reimburses Directors for their related expenses for Board and committee meetings as outlined in Board policy).
- Attend, at minimum, the following CSDA annual events: Special Districts Legislative Days - held in the spring, and the CSDA Annual Conference - held in the fall.
*(CSDA does **not** reimburse expenses for the two conferences even if a Board or committee meeting is held in conjunction with the event)*
- Complete all four modules of CSDA's Special District Leadership Academy within 2 years of being elected.
*(CSDA does **not** reimburse expenses for the Academy classes even if a Board or committee meeting is held in conjunction with the event).*

Nomination Procedures: Any Regular Member in good standing is eligible to nominate one person, a board member or managerial employee (as defined by that district's Board of Directors), for election to the CSDA Board of Directors. **A copy of the member district's resolution or minute action and Candidate Information Sheet must accompany the nomination. The deadline for receiving nominations is April 17, 2019. Nominations and supporting documentation may be mailed, faxed, or emailed.**

Mail: 1112 I Street, Suite 200, Sacramento, CA 95814
Fax: 916.442.7889
E-mail: amberp@csda.net

Once received, nominees will receive a candidate's letter in the mail. The letter will serve as confirmation that CSDA has received the nomination and will also include campaign guidelines.

CSDA will begin electronic voting on June 17, 2019. All votes must be received through the system no later than 5:00 p.m. August 9, 2019. The successful candidates will be notified no later than August 13, 2019. All selected Board Members will be introduced at the Annual Conference in Anaheim, CA in September 2018.

Expiring Terms

(See enclosed map for Network breakdown)

Northern Network Seat B-Greg Orsini, GM, McKinleyville Community Services District*
Sierra Network Seat B-Ginger Root, GM, Lincoln Rural County Fire Protection District *
Bay Area Network Seat B-Ryan Clausnitzer, SDA, GM, Alameda County Mosquito Abatement District*
Central Network Seat B-Tim Ruiz, GM, West Niles Community Services District
Coastal Network Seat B-Jeff Hodge, SDA, GM, Santa Ynez Community Services District*
Southern Network Seat B-Bill Nelson, Director, Orange County Cemetery District
(* = Incumbent is running for re-election)

AGAIN, THIS YEAR!

This year we will be using a web-based online voting system, allowing your district to cast your vote easily and securely. *Electronic Ballots will be emailed to the main contact in your district June 17, 2019. All votes must be received through the system no later than 5:00 p.m. August 9, 2019.*

Districts can opt to cast a paper ballot instead; but you must contact Amber Phelen by e-mail Amberp@csda.net by April 17, 2019 in order to ensure that you will receive a paper ballot on time.

CSDA will mail paper ballots on June 17 per district request only. ALL ballots must be received by CSDA no later than 5:00 p.m. August 9, 2019.

The successful candidates will be notified no later than August 14, 2019. All selected Board Members will be introduced at the Annual Conference in Anaheim, CA in September 2019.

If you have any questions, please contact Amber Phelen at amberp@csda.net.



2019 BOARD OF DIRECTORS NOMINATION FORM

Name of Candidate: _____

District: _____

Mailing Address: _____

Network: _____ (see map)

Telephone: _____

(PLEASE BE SURE THE PHONE NUMBER IS ONE WHERE WE CAN REACH THE CANDIDATE)

Fax: _____

E-mail: _____

Nominated by (optional): _____

Return this form and a Board resolution/minute action supporting the candidate and Candidate Information Sheet by fax, mail, or email to:

CSDA
Attn: Amber Phelen
1112 I Street, Suite 200
Sacramento, CA 95814
(877) 924-2732 (916) 442-7889 fax

amberp@csla.net

DEADLINE FOR RECEIVING NOMINATIONS – April 17, 2019



2019 CSDA BOARD CANDIDATE INFORMATION SHEET

The following information **MUST** accompany your nomination form and Resolution/minute order:

Name: _____

District/Company: _____

Title: _____

Elected/Appointed/Staff: _____

Length of Service with District: _____

1. Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):

2. Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.):

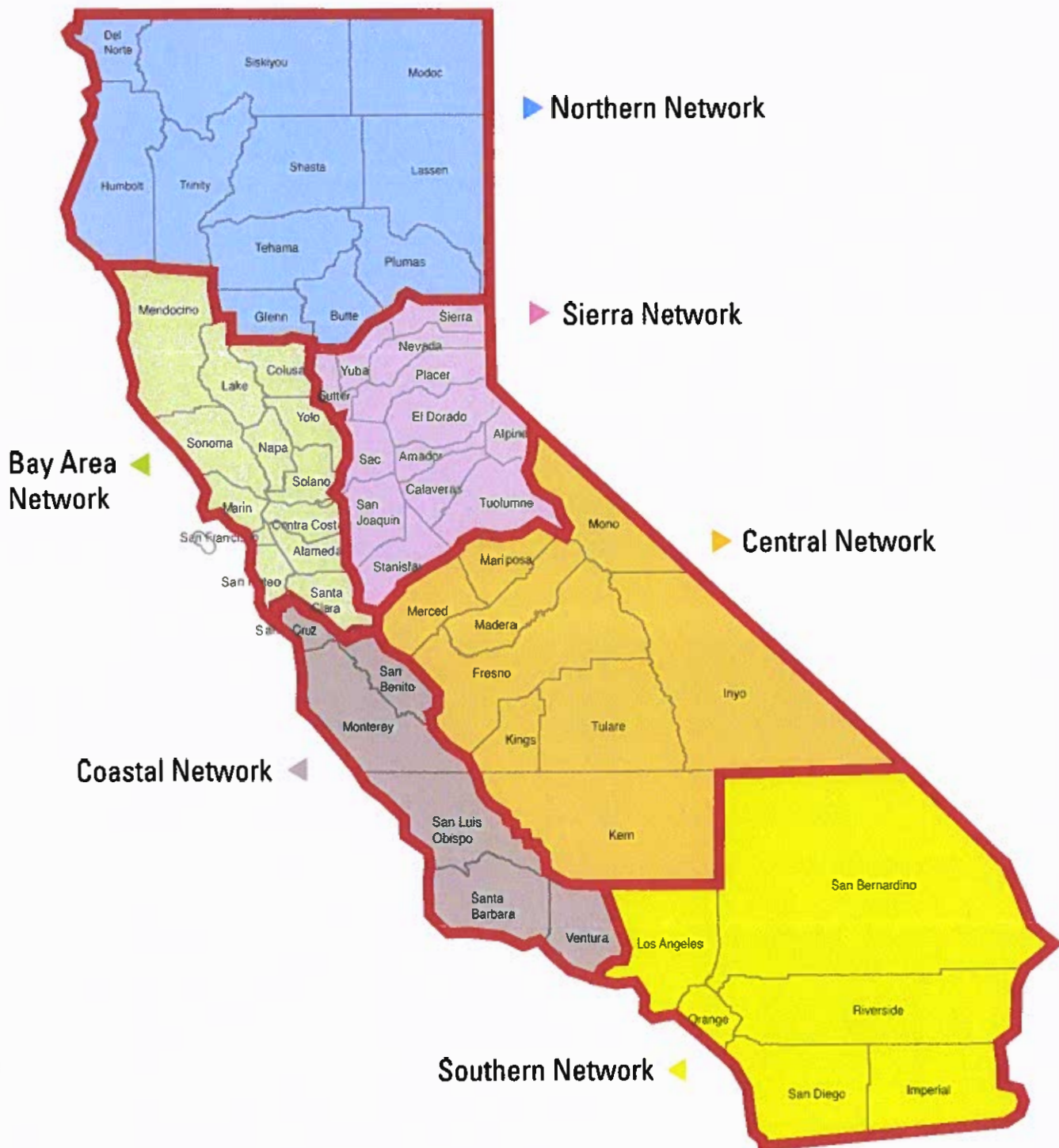
3. List local government involvement (such as LAFCo, Association of Governments, etc.):

4. List civic organization involvement:

****Candidate Statement** – Although it is not required, each candidate is requested to submit a candidate statement of no more than 300 words in length. **Any statements received in the CSDA office after April 17, 2019 will not be included with the ballot.**



California Special Districts Association
DISTRICT NETWORKS





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

TO: BOARD OF DIRECTORS
FROM: STEPHEN ABBOTT, FIRE CHIEF/CEO
DATE: FEBRUARY 26, 2019
SUBJECT: NOMINATIONS FOR SDRMA BOARD OF DIRECTORS

ACTION AGENDA

RECOMMENDATION:

The Board of Directors should determine if any members wish to be nominated for a position on the SDRMA Board of Directors. If not, no further action is required. If yes, then a motion and resolution to nominate the individual will be required.

BACKGROUND:

The North County Fire Protection District is a member agency in the Special District Risk Management Association (SDRMA). As a member agency, the District has the opportunity to nominate members to the SDRMA Board of Directors.

DISCUSSION:

SDRMA is currently soliciting nominations as described in the attached documentation. The Board is a seven-member Board elected at-large. Elections are staggered and held every two years, first for four seats, then three. Three seats are up for election this year. The nominated party may be either a Board Member or Managerial Employee participating in both the Property Management and Worker's Compensation Programs. The successful candidate will serve for four years, running from January 1, 2020 to December 31, 2023. Board members are expected to attend every meeting, which are held in Sacramento. There are seven to ten meetings per year, which are four to six hours in length. There are other conference commitments as outlined in the nomination documents. The deadline for submitting nominations is **May 1, 2019**.

Staff has no particular recommendation on this opportunity. Further action will be based on whether or not a Member wishes to be nominated for the SDRMA Board.

FISCAL ANALYSIS:

If elected, reasonable travel cost of participating in SDRMA Board and committee meetings are reimbursed by SDRMA, as well as a meeting stipend.

SUMMARY:

Board members should determine if any are interested in being nominated for the available SDRMA Board seats as described in the attached documents. If not, no further action is required. If yes, then a motion making the nomination will be in order as well as a resolution will be required.

**Notification of Nominations – 2019 Election
SDRMA Board of Directors**

January 24, 2019

Mr. Kenneth Munson
Board President
North County Fire Protection District
330 S Main Avenue
Fallbrook, California 92028-2138

Dear Mr. Munson:

Notice of Nominations for the Special District Risk Management Authority (SDRMA) Board of Directors 2019 Election is being provided in accordance with the SDRMA Sixth Amended and Restated Joint Powers Agreement. The following nomination information is enclosed: Nomination Packet Checklist, Board of Director Fact Sheet, Nomination/Election Schedule, SDRMA Election Policy No. 2017-10, sample Resolution for Candidate Nomination and Candidate's Statement of Qualifications Form.

General Election Information - Three Director seats are up for election. The nomination filing deadline is Wednesday, May 1, 2019. Ballots will be mailed to all SDRMA member agencies in mid-May. Mail-in ballots will be due back to SDRMA not later than 4:30 p.m. Wednesday, August 21, 2019.

Nominee Qualifications - Nominees must be a member of the agency's governing body or a management employee (see SDRMA Election Policy 2017-10, Section 4.1) and be an active member agency of both SDRMA's Property/Liability and Workers' Compensation Programs. Candidates must be nominated by Resolution from their member agency's governing body and complete and submit a "Candidate's Statement of Qualifications".

Nomination Documents and Information - Nomination documents (Nominating Resolution and Candidate's Statement of Qualifications) and nomination guideline information may also be obtained on SDRMA's website at www.sdrma.org. To obtain documents electronically:

From the SDRMA homepage, scroll down and click on the "2019 Nomination & Election Information" box. All necessary nomination documents and election information may be downloaded and printed.

Term of Office – Directors are elected to 4-year terms. The term of office for the newly elected Directors will begin January 1, 2020 and expire December 31, 2023.

Nomination Filing Deadline – Nomination documents must be received in SDRMA's office no later than 4:30 P.M. on Wednesday, May 1, 2019.

Please contact SDRMA Chief Operating Officer Paul Frydendal at 800.537.7790, if you have any questions regarding the 2019 SDRMA Board of Director Nominations or the election process.

Sincerely,
Special District Risk Management Authority



Laura S. Gill
Chief Executive Officer

SDRMA BOARD OF DIRECTORS NOMINATION AND ELECTION GUIDELINES

January 9, 2019, marked the official commencement of the election process for the SDRMA Board of Directors. Three seats on the Board of Directors are up for election in 2019.

For your convenience we have enclosed the necessary nomination documents and election process schedule. Please note that some items have important deadlines. All documents contained in this packet, as well as additional information regarding SDRMA Board elections, are available on our website www.sdrma.org and/or by calling SDRMA Chief Operating Officer Paul Frydendal at 800.537.7790.

___ **Attachment One:** **SDRMA Board of Directors Fact Sheet:** This document reviews the Board of Directors' Roles and Responsibilities along with other important information.

___ **Attachment Two:** **SDRMA Board of Directors 2019 Nomination/Election Schedule:** Please review this document for important deadlines.

___ **Attachment Three:** **SDRMA Election Policy No. 2017-10:** A Policy of the Board of Directors of the Special District Risk Management Authority establishing guidelines for Director elections.

___ **Attachment Four:** **Sample Resolution for Candidate Nomination:** A resolution of the Governing Body of the Agency nominating a candidate for the Special District Risk Management Authority Board of Directors.

___ **Attachment Five:** **Candidate's Statement of Qualifications:** Please be advised that no candidate statements are endorsed by SDRMA. Candidate's Statements of Qualification will be distributed to the membership with the SDRMA election ballot, "exactly as submitted" by the candidate.

Please complete and return all required nomination and election documents to:

SDRMA Election Committee
C/O Paul Frydendal, COO
Special District Risk Management Authority
1112 "I" Street, Suite 300
Sacramento, California 95814

**SDRMA BOARD OF DIRECTORS
FACT SHEET**

SDRMA BOARD OF DIRECTORS ROLE AND RESPONSIBILITIES

Special District Risk Management Authority (SDRMA) is a public entity Joint Powers Authority established to provide cost-effective property/liability, worker’s compensation, health benefit coverages and comprehensive risk management programs for special districts and other public agencies throughout California. SDRMA is governed by a Board of Directors elected from the membership by the programs’ members.

| | |
|--------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Number of Board Members | SDRMA Board of Directors consists of seven Board Members , who are elected at-large from members participating in either program. |
| Board of Directors’ Role | SDRMA Board of Directors provide effective governance by supporting a unified vision, ensuring accountability, and setting direction based on SDRMA’s mission and purpose, as well as establishing and approving policy to ensure SDRMA meets its obligations and commitment to its members. |
| Board of Directors’ Responsibilities | Board Member responsibilities include a commitment to: serve as a part of a unified governance body; govern within Board of Directors’ policies, standards and ethics; commit the time and energy to be effective; represent and make policy decisions for the benefit, and in the best interest, of all SDRMA members; support collective decisions; communicate as a cohesive Board of Directors with a common vision and voice; and, operate with the highest standards of integrity and trust. |
| Three Seats For this Election | Elections for Directors are staggered and held every two years, four seats during one election and three seats in the following election. Three seats are up for election this year. |
| Term of Directors | Directors are elected for four-year terms . Terms for directors elected this election begin January 1, 2020 and end on December 31, 2023. |
| Board Member Travel Reimbursement | Board Members are reimbursed for reasonable travel and lodging in accordance with SDRMA Board Policy Manual 2017-01 and applicable laws and are allowed to claim a stipend of \$195 per meeting day or for each day’s service rendered as a Member of the Board. |
| Number of Meetings per Year | The Board meets from seven to ten times annually with an average of eight board meetings per year. Generally, the Board does not meet more than one meeting per month. |
| Meeting Location | SDRMA office in Sacramento, CA and at two conference locations. |
| Meeting Dates | Typically the first Wednesday and Thursday of the month. |
| Meeting Starting Times | Meetings are typically held 1:00 to 5:30 p.m. Wednesday and 8:00 to 10:00 a.m. Thursday. |
| Meeting Length | Meetings are four to six hours on average. |
| Average Time Commitment | Commitment per month ranges from 15 to 20 hours . |

“The mission of Special District Risk Management Authority is to provide risk financing and risk management services through a financially sound pool to California public agencies, delivered in a timely and responsive cost-efficient manner.”

**SDRMA BOARD OF DIRECTORS
2019 NOMINATION/ELECTION SCHEDULE**

2019 Nomination/Election Schedule



| JANUARY | | | | | | |
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| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | 31 | | |

| FEBRUARY | | | | | | |
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| 24 | 25 | 26 | 27 | 28 | | |

| MARCH | | | | | | |
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| 31 | | | | | | |

| APRIL | | | | | | |
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| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | | | | |

| MAY | | | | | | |
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| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | 31 | |

| JUNE | | | | | | |
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| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | | | | | | |

| JULY | | | | | | |
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| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 | | | |

| AUGUST | | | | | | |
|--------|----|----|----|----|----|----|
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| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 |

| SEPTEMBER | | | | | | |
|-----------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | | | | | |

| OCTOBER | | | | | | |
|---------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | 1 | 2 | 3 | 4 | 5 |
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| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | 31 | | |

| NOVEMBER | | | | | | |
|----------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | | | | 1 | 2 |
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| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |

| DECEMBER | | | | | | |
|----------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 | | | | |

| TASK TIMELINE |
|--------------------------------------------------------------------------------------------------------------------------------------------------|
| 1/9 Board approves Election Schedule |
| 1/24-25 Mail Notification of Election and Nomination Procedure to Members in January at least 90 days prior to mailing Ballots (111 actual days) |
| 5/1 Deadline to return Nominations |
| 5/2 Tentative Election Comm. Reviews Nominations |
| 5/16-17 Mail Ballots at least 60 days prior to ballot receipt deadline (96 actual days) |
| 8/21 Deadline to Receive Ballots |
| 8/22 Tentative Election Comm. Counts Ballots |
| 8/23 Election Committee Notifies Successful Candidates and Provides Them With Upcoming Board Meeting Schedule |
| 9/25 Directors' Elect Invited to CSDA Annual Conf/SDRMA Breakfast/Super Session |
| 11/6-7 Directors' Elect Invited to SDRMA Board Meeting |
| 1/2020 Newly Elected Directors Seated and Election of SDRMA Board Officers |

February 26, 2019 – Regular Board Meeting

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**SDRMA BOARD OF DIRECTORS
ELECTION POLICY NO. 2017-10**

A POLICY OF THE BOARD OF DIRECTORS OF SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY ESTABLISHING GUIDELINES FOR DIRECTOR ELECTIONS, DIRECTOR APPOINTMENTS, AND CREATION OF A SUPERVISING ELECTION COMMITTEE

- WHEREAS, SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY (SDRMA) is a joint powers authority, created pursuant to Section 6500, et. seq. of the California Government Code; and
- WHEREAS, the Board of Directors recognizes that it is in the best interest of the Authority and its members to adopt a written policy for conducting the business of the Board; and
- WHEREAS, establishing guidelines for Director elections and appointments will help ensure a process that is consistent for all nominees and candidates, will promote active participation by SDRMA members in the election/appointment process, and will help ensure election/appointment of the most qualified candidate(s); and
- WHEREAS, the Bylaws provide the Board with the option of conducting the election using a mail-in ballot process; and
- WHEREAS, the Board of Directors of SDRMA has an overriding and compelling interest in insuring the accuracy of the election/appointment process of its Board members through the creation of an election committee;

NOW, THEREFORE, it is the policy of the Board of Directors of SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY, until such policy shall have been amended or rescinded, that the following procedures shall be followed when conducting Director elections or filling a Director vacancy by appointment:

1.0. Election Schedule

- 1.1. Not later than the first Board meeting of each election year, the Board of Directors shall approve an election schedule based on the following criteria and time frames.

2.0. Election Committee

- 2.1. The Board of Directors herein establishes an election committee with the following composition, duties and responsibilities; The five (5) members of the Election Committee shall include two presently sitting members of the Board of Directors of SDRMA whose seats are not up for election, the Chief Operating Officer of SDRMA, and the CPA/auditor regularly used and retained by SDRMA at the time of counting ballots of and for an election to the Board of Directors. For good reason found and stated, the Board of Directors of SDRMA may appoint any CPA/auditor who, in the discretion of the Board of Directors, would appropriately serve the Election Committee. The General Counsel for SDRMA shall also sit as a member of the Election Committee with the additional obligation of providing legal advice to the balance of the Committee as legal questions may arise.

3.0. Member Notification of Election

- 3.1. Authority staff shall provide written notification, of an election for the Board of Directors, to all member agencies during January of each election year. Such written notification shall be provided a minimum of ninety (90) days prior to the distribution of ballots and shall include; (1) the number of Director seats to be filled by election; (2) a copy of this nomination and election procedure; and (3) an outline of nomination/election deadline dates.

4.0. Qualifications

- 4.1. A candidate seeking election, re-election or appointment to SDRMA's Board of Directors must be a member of the Governing Body or a management employee of an SDRMA member participating in both the Property/Liability and Workers' Compensation Programs. To qualify as a "management employee," the candidate must be a management-level (as determined by the Governing Body) employee whose wages are reported to the IRS on a "W-2" form. Only one (1) representative from any Member may serve on the Board of Directors at the same time. [Per Bylaws, Article II, (2) (b)]
- 4.2. Each nominated candidate must submit a properly completed "Statement of Qualifications" (required form attached) with an original signature (electronic signatures are not acceptable) on or before the filing deadline in May in order for the candidate's name to be placed on the official ballot. A candidate shall provide responses to all questions on the candidate's "Statement of Qualifications". Each nominated candidate's "Statement of Qualifications" must be filed in SDRMA's office on or before the aforementioned deadline by: (1) personal delivery; (2) U.S. mail; or (3) courier. When ballots are mailed to the membership, each candidate's "Statement of Qualifications" form will be distributed to the membership exactly as submitted by the candidate to SDRMA. However, any attachments submitted by the candidate(s) with the Statement of Qualifications will not be sent by SDRMA with the ballots to any members.
- 4.3. If a nominated candidate elects not to use the provided form "Statement of Qualifications," and prepares instead the candidate's own completed form, the candidate's form must include the title "Statement of Qualifications" and contain exactly all information required and requested by the provided form.

NOTE: The candidate's "Statement of Qualifications" form must be submitted as a part of the nominating process. When ballots are mailed to the membership, each candidate's "Statement of Qualifications" form will be distributed "exactly as submitted" to SDRMA, except that any attachments submitted by the candidate will not be sent to any SDRMA members.

- 4.4. A candidate who does not submit a Candidate's Statement of Qualifications that complies with Section 4.2 or 4.3 will be disqualified by the SDRMA Election Committee.

5.0. Nominating Procedure

- 5.1. Candidates seeking election or reelection must be nominated by action of their respective Governing Body. Only one (1) candidate may be nominated per member agency and one (1) candidate shall not represent more than one (1) member agency. A resolution from the candidate's district/agency Governing Body nominating the candidate must be received by the Authority on or before the scheduled date in May. (A sample of the resolution is enclosed). Actual receipt by the Authority on or before the scheduled deadline date in May is required. The resolution nominating the candidate may be hand-delivered to the Authority or sent by U.S. mail. In the event a candidate is nominated by two (2) or more member agencies, he or she shall represent the member agency whose nominating resolution is first received by the Authority. The other member agency or agencies that nominated the candidate shall be entitled to select a replacement nominee as long as a resolution nominating the replacement is received by the Authority prior to the scheduled deadline date.
- 5.2. A member may not nominate a candidate unless that member is participating in both the Property/Liability and Workers' Compensation Programs and is in "good standing" on the date the nominations are due. "Good standing" is defined as no accounts receivable due to SDRMA which is more than ninety (90) days past due.
- 5.3. No earlier than the day after the deadline for receipt of nominations, the Election Committee, as hereinabove defined and comprised, shall review all nominations received from members, and will reject any nominations that do not meet all of the qualifications specified and set forth in this policy. The Election

Committee's decisions regarding the qualification of nominees are final. Following the Election Committee's review of all nominations, the Election Committee shall direct that a ballot be prepared stating and listing all of the qualified nominees. The ballot of qualified nominees shall be distributed to the membership for election by mail as described below.

- 5.4. Upon verification or rejection of each nominee by the Election Committee, staff will mail acknowledgment to both the nominee and the district/agency of its acceptance or rejection as a qualified nominee for election.
- 5.5. A nominee requesting that his/her nomination be withdrawn prior to the election, shall submit such requests in writing to SDRMA's office a minimum of three (3) days prior to the scheduled date for mailing the ballots. After that date, all qualified nominees names shall appear on the ballot mailed to the membership.

6.0. Terms of Directors

- 6.1. The election of directors shall be held in each odd-numbered year. The terms of the directors elected by the Members will be staggered. Four directors will serve four-year terms, to end on December 31 of one odd-numbered year. Three directors will serve four-year terms, to end on December 31 of the alternate off-numbered year. [Per Bylaws, Article II, (3), paragraph I].

7.0. Campaigning

- 7.1. SDRMA staff will mail each qualified candidate's "Statement of Qualifications", "exactly as submitted" by the candidate with the ballots to the membership.
- 7.2. Candidates, at their own expense, may distribute additional information to member agency(s) after the ballots have been mailed and prior to the election.
- 7.3. SDRMA staff is prohibited from actively promoting a candidate or participating in the election process while on Authority premises.
- 7.4. SDRMA staff may provide member information, mailing lists, financial reports or operational data and information, that is normally available through the Public Records Act, to candidates to assist them in their research and campaigning. In addition to obtaining such information under the Public Records Act, candidates may request SDRMA staff prepare mailing labels for the distribution of campaign materials to member agencies. Under existing policy, charges will apply for this service. The SDRMA logo is trademarked for use by SDRMA only. Neither the logo, nor any other Trademark of SDRMA may be used in any campaign literature. No campaign literature is to imply support of any candidate by SDRMA.
- 7.5. SDRMA election mailings to the membership, including ballots and candidates' "Statement of Qualifications", shall be sent via first class mail.

8.0. Limitations on Campaigning

- 8.1. As used in this section the following terms have the following meanings:

"Campaign Activity" means any activity that expressly advocates the election or defeat of a candidate or provides direct support to a candidate for his or her candidacy. "Campaign activity" does not include the incidental and minimal use of public resources, such as equipment or office space, for campaign purposes or the use of public resources to nominate a candidate or vote in any Board of Directors election.

"Candidate" means an individual who has been nominated by the Member Agency to have his or her name listed on the ballot for election to the Board of Directors.

"Expenditure" means a payment of Member Agency funds that is used for communications that expressly advocate the election or defeat of a clearly identified candidate. "Expenditure" does not include the use of public funds to nominate a candidate or vote in any Board of Directors election.

"Public resources" means any property or asset owned by the Member Agency, including, but not limited to, land, buildings, facilities, funds, equipment, supplies, telephones, computers, vehicles, travel, and Member Agency-compensated time.

- 8.2. An officer, official, employee, or consultant of a Member Agency may not expend or authorize the expenditure of any of the funds of the Member Agency to support or oppose the election or defeat of a candidate for the Board of Directors.
- 8.3. No officer, official, employee, or consultant of a Member Agency shall use or permit others to use public resources for campaign activity.
- 8.4. At any time during an election campaign, if a Member Agency or its officers, officials, employees or consultants violate this section, that Member Agency shall be ineligible to nominate a candidate for the Board of Directors election in which the violation occurred. Any candidate of an offending Member Agency shall be deemed to have withdrawn his or her candidacy. Prior to declaring a Member Agency ineligible to nominate a candidate or a specific candidate's candidacy withdrawn, the Elections Committee shall hold a hearing to determine whether or not a violation of this section occurred. The hearing shall be conducted pursuant to reasonable procedures that the Elections Committee shall prescribe, provided that the affected Member Agency or candidate shall have an opportunity to dispute the violation. At the conclusion of the hearing, the Elections Committee shall determine by a majority vote whether the violation occurred.

9.0. Balloting

- 9.1. A ballot containing nominees for the Board of Directors, accepted and approved by the Election Committee, shall be mailed by first class mail, to each SDRMA member agency, except as provided in Section 9.2 below, no less than sixty (60) days prior to the deadline for receiving ballots and the closing date for voting. Ballots shall show the date and time the ballots must be received in SDRMA's office. A self-addressed, stamped, return envelope shall be mailed with each ballot.
- 9.2. In the event that the number of qualified/approved nominees is equal to or less than the number of director seats up for election, the mailing of the ballots as outlined in Section 9.1 shall be waived.
- 9.3. Only those qualified nominees approved by the Election Committee will be eligible candidates on the ballot. Write-in candidates shall not be accepted.
- 9.4. It is required that the Governing Body of each member vote on behalf of their agency at a public meeting and the ballot MUST be signed by the agency's Presiding Officer.
- 9.5. A member may not vote unless the member was a member of the Authority in "good standing" on or before the nomination due date for the pending election. "Good standing" is defined as no accounts receivable due to SDRMA which is more than ninety (90) days past due.
- 9.6. A member may cast only one (1) vote for the same candidate. By way of example, if there are four (4) candidates on the ballot, a member may not cast two (2) to four (4) votes for any single candidate. Any ballot casting more than one (1) vote for the same candidate will be considered void.

- 9.7. A member may vote by using the official ballot provided by SDRMA, or a copy of SDRMA's original ballot, or a reasonable duplicate prepared by the member agency. Whichever of the three foregoing formats is used, the ballot must contain an original signature and confirmation that the ballot was approved at a public meeting of the agency's Governing Body. Ballots submitted without an original signature and/or without confirmation that the form of the ballot was approved at a public meeting of the agency's Governing Body will be considered void.
- 9.8. Ballots may be returned using either hand-delivered or mailed in ballots - faxed or e-mailed ballots will not be accepted. Mailed in ballots must be addressed to, and hand-delivered ballots must be delivered to, the Special District Risk Management Authority office presently located at 1112 I Street, Suite 300, Sacramento, California 95814-2865.
- 9.9. Any ballot received after the specified deadline will not be counted and will be considered void.

10.0. Election Results

- 10.1. All ballots will be opened and counted at SDRMA's office only after the deadline for receiving ballots. Ballots will be opened by SDRMA's Election Committee, no more than five (5) days after the closing deadline. Candidates receiving the highest number of votes shall be declared the elected director(s).
- 10.2. In the event of a tie, a coin toss shall be used to determine the elected director. The coin toss shall be conducted by the Election Committee at the time and place of the conclusion of counting ballots.

PROCEDURE: In the event more than two (2) candidates tie, the coin toss shall be between two (2) candidates at a time based on the order in which their name appeared on the ballot. This process shall be repeated, as needed, in cases where there are more than two (2) candidates.

- 10.3. Excluding tie votes, within five (5) days after the ballots are opened and tabulated Authority staff shall advise the candidates and their respective agency in writing of the final election results. Copies of the results shall also be mailed/distributed to SDRMA's Board of Directors, staff and consultants and published in the first available CSDA newsletter.
- 10.4. If a director-elect withdraws after the election or fails to accept the Director seat prior to December 31, the Board shall name a new director-elect by going back to the ballots and awarding the seat to the candidate receiving the next highest number of votes during the election.
- 10.5. Staff shall invite newly elected director(s) to attend the Annual Membership meeting and all scheduled Board meeting(s) after confirmation of election results until the director(s) elect assume office. Director(s) elect will be reimbursed for expenses, except for director stipends, in accordance with approved director reimbursement policy (copy of policy shall be provided to newly elected directors).
- 10.6. A member or candidate dissatisfied with the election result may, within ten (10) days after the ballots are opened and tabulated, file with the Authority a written challenge and appeal. The challenge and appeal must clearly set forth the complaint and any and all facts in support of the challenge and appeal. Within ten (10) days after the ballots are opened and tabulated, the challenge and appeal shall be delivered and received by the Authority. Within five (5) days of receipt of the challenge and appeal, the Authority shall deliver the same to the Election Committee for decision. The Election Committee shall have absolute authority for deciding the challenge and appeal. Notice of the decision of the Election Committee shall be provided to the party filing the challenge and appeal within ten (10) days.

11.0. Director Vacancy

11.1. If a director vacancy(s) occurs (Note 1), appointment of a replacement director for the balance of the unexpired term will be made by the remaining members of the SDRMA Board. In order to accomplish this in an orderly and consistent manner, when a vacancy(s) of an elected Director(s) occurs, the SDRMA Board of Directors, after discussion and consideration, shall, when deemed appropriate, instruct staff to:

- a) notify all then member entities that a vacancy has occurred; and
- b) said notice shall refer to the applicable Article in the By-laws in advising member entities and their eligible candidates of the steps to take to apply for appointment; and
- c) the SDRMA Board shall establish the closing date for the receipt of applications; and
- d) candidates shall submit the following, by the date specified in the notice:
 - i) a letter of interest; and
 - ii) a resume, with particular emphasis on the candidate's knowledge of special districts and risk management; and
 - iii) a resolution from, or a letter approved by, the candidate's Governing Body nominating the candidate; and
- e) the Election Committee shall review all applications received, and shall reject any that do not meet all of the qualifications specified and set forth in this policy; and
- f) upon verification or rejection of each application by the Election Committee, staff will mail acknowledgement to both the applicant and the district/agency of its acceptance or rejection of the applicant as a qualified candidate for appointment; and
- g) candidates shall be interviewed at the next regularly scheduled meeting of the SDRMA Board of Directors following the date of closure for the applications. Interviews shall be in person, or if an unforeseen emergency arises, the interview may be by telephone at the same scheduled time; and
- h) the SDRMA Board shall make the appointment without undue delay, but need not act at the same meeting.

Note 1: If the Director vacancy occurs within nine (9) months after the date the ballots were counted and certified by the Election Committee or within nine (9) months after a candidate was appointed to fill a vacancy, then the Board shall have the option to interview and appoint the candidate(s) who did not receive sufficient votes to be elected OR to interview and appoint from the pool of candidates from 11.1.g) above. If the Director vacancy occurs in an election year after the Notification of Election is sent to the members, the Board may determine to fill the vacancy by appointing the candidate who receives the next highest number of votes in the election. If the Board determines in its sole discretion that none of these options is appropriate, then staff shall be instructed to proceed with the process described above in steps 11.1 a) to h).

Revised and adopted this 2nd day of November 2017, by the Board of Directors of Special District Risk Management Authority, at a regular meeting thereof.

This Policy No. 2017-10 supercedes Policy No. 2017-03 and all other policies inconsistent herewith.

APPROVED:


Jean Bracy, President
Board of Directors

ATTEST:


Gregory S. Hall, ARM
Chief Executive Officer

**SAMPLE
RESOLUTION FOR
CANDIDATE NOMINATION**

Available for download in Microsoft Word file format
visit our website at www.sdrma.org

[AGENCY NAME]
RESOLUTION NO.

A RESOLUTION OF THE GOVERNING BODY OF THE [AGENCY NAME] NOMINATING [CANDIDATE'S NAME]
AS A
CANDIDATE FOR ELECTION TO THE SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY BOARD OF
DIRECTORS

WHEREAS, the Special District Risk Management Authority (SDRMA) is a Joint Powers Authority formed under California Government Code, Section 6500 et.seq., for the purpose of providing risk management and risk financing for California Special Districts and other local government agencies; and

WHEREAS, the Joint Powers Agreement (JPA) and Bylaws of SDRMA set forth director qualifications, terms of office and election requirements; and

WHEREAS, the Board of Directors of SDRMA established procedures and guidelines for the Director Election process; and

WHEREAS, the Board of Directors of SDRMA established a policy requiring candidates seeking election to the SDRMA Board of Directors to be: 1) a member of the agency's governing body or management employee per SDRMA Election Policy 2017-10, Section 4.1 and be an active member agency of both SDRMA's Property/Liability and Workers' Compensation Programs, and 2) be nominated by Resolution of their member agency's governing body, and 3) each nominated candidate must submit a completed and signed "Candidate's Statement of Qualifications" on or before the May 1, 2019 filing deadline in order for the candidate's name to be placed on the official ballot.

NOW, THEREFORE, BE IT RESOLVED:

1. The governing body of **[AGENCY NAME]** nominates **[CANDIDATE'S NAME]**, its **[POSITION TITLE]**, as a candidate for the Board of Directors of the Special District Risk Management Authority.
2. **[ONLY IF CANDIDATE IS NOT A MEMBER OF THE AGENCY'S GOVERNING BODY: The governing body of [AGENCY NAME] has determined that [CANDIDATE'S NAME] is a management employee for purposes of SDRMA Election Policy 2017-10, Section 4.1].**
3. The governing body of **[AGENCY NAME]** further directs that a copy of this Resolution be delivered to SDRMA on or before the May 1, 2019 filing deadline.

ADOPTED this **[DATE]** of **[MONTH/YEAR]** by the Governing Body of **[AGENCY NAME]** by the following roll call votes:

| | |
|----------|----------------------------------------------|
| AYES: | [LIST NAMES of GOVERNING BOARD VOTES] |
| NAYES: | " |
| ABSTAIN: | " |
| ABSENT: | " |

APPROVED

ATTEST

President – Governing Body

Secretary

**CANDIDATE'S STATEMENT
OF
QUALIFICATIONS**

Available for download in Microsoft Word file format
visit our website at www.sdrma.org

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NORTH COUNTY FIRE PROTECTION DISTRICT

STAFF REPORT

TO: BOARD OF DIRECTORS
FROM: ADMINISTRATIVE CAPTAIN GREGORY MANN AND CHIEF ABBOTT
DATE: FEBRUARY 26, 2019
SUBJECT: SURPLUS OF LOCKERS FROM STATION 5

ACTION AGENDA

RECOMMENDATION:

Declare as surplus property, the lockers that were located at Station 5 and sell at auction, per Disposal of Surplus Policy and Procedure Section 217.04.

BACKGROUND:

In adherence to the *Disposal of Surplus Property* policy (SECTION 217.04), which states "to ensure that the District does not waste scarce storage space by warehousing property determined to be surplus and where possible, to timely recover the appropriate value of property no longer being used by the District" Staff is seeking approval to declare 42 lockers, previously located at station 5, as surplus and sold at auction.

DISCUSSION:

The location where the lockers resided has been repurposed to house the Chemical Detoxification Unit (CDU). It was decided that the space where the lockers were located is better used to house the CDU to keep the unit in a climate controlled, indoor location, per the CDU manufacturers recommendation. The space was considered underutilized as a locker room as station personnel have ample room in their dorm to store their physical training clothing. Due to the lack of space at other District facilities, the lockers cannot be relocated for use elsewhere, thus the recommended action is to declare the lockers surplus and sold at auction.

FISCAL ANALYSIS:

There is a potential to recoup partial cost of the lockers. A more substantive cost can not be accurately provided due to the nature of the online market. Researching similar lockers for sale on Craig's List show a block of nine (9) lockers for an asking price of \$360.00. We have 42 lockers, but it should not be assumed that we could sale our lockers for ~\$1680.00, due to the stipulation in Section 217.04 that the surplus lockers be sold on an auction site.

SUMMARY:

The removal of the lockers at Station 5 and the installation of the CDU in their place, better serves Station personnel and makes practical use of the space.

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**NORTH COUNTY FIRE
PROTECTION DISTRICT
ADMINISTRATIVE SERVICES**

TO: BOARD OF DIRECTORS
FROM: DEPUTY FIRE CHIEF MAROVICH AND CHIEF ABBOTT
DATE: FEBRUARY 26, 2019
SUBJECT: MICROWAVE RADIO SYSTEM

ACTION AGENDA

RECOMMENDATION:

Authorize Chief Abbott to finalize and sign contract with Sun Wireless.

BACKGROUND:

The District currently owns a Microwave Radio System that ties all of our facilities' network communications together and is a critical link for Information Technology (IT) system. This system is 10-years-old and at the end of its useful service life. Over the last several years the District has spent thousands of dollars to repair this system; however, our new bandwidth needs exceed the capabilities of this current System, making replacement the most prudent option.

DISCUSSION:

The District's administrative and operations depend upon the Microwave Radio System for communication and access to network servers for conducting business. Due to the slowness of connection ability, it is imperative to upgrade the services currently in place. To maintain continuity within the system, the District will continue to contract with Sun Wireless as a sole source contractor to ensure successful operations. The District is utilizing Neighborhood Reinvestment Grant Funds and State Homeland Security Grant Program (SHSGP) to fund the project. Due to the funding periods of the grants, the District will be splitting the project into two phases. Each phase will commence once the funding is received from each grantor. This report reflects the first phase of the project. The attached draft agreement reflects the work to be completed.

FISCAL ANALYSIS:

The first phase of the microwave upgrade will be \$40,501.23, of which the District has already received \$42,570 from the Neighborhood Reinvestment Grant Funds.

MICROWAVE RADIO SYSTEM

FEBRUARY 26, 2019

PAGE 2 OF 2

SUMMARY:

The District IT system depends upon a functioning Microwave Radio System as critical infrastructure. Due to the intricacy of the current system, the District will be contracting with original installing company as a sole source contract, as is allowed per the Purchasing and Contracting Policy, Sole Source, Section D. Staff is recommending approval of the attached proposal and subsequent contract for the first phase.



Quotation Number: 1902-2115
 Date: 21-Feb-19

California Contractors License #820709

4887 Ronson Court Ste. I - San Diego, CA 92111 - USA - Tel: 858-560-0400 - Fax: 858-560-0409

CUSTOMER

TERMS OF QUOTE

| | | | | | |
|-------------------|-------------------------------------|-----------------|------------------------|-----------------------|-------------------------|
| Company | <u>North County Fire Protection</u> | Name | <u>Steve Marovich</u> | Quote Valid: | <u>60 Days</u> |
| | <u>District</u> | | | Pricing: | <u>Firm, US Dollars</u> |
| Address | <u>330 South Main Ave</u> | | | Payment Terms: | <u>30 Days</u> |
| City/State | <u>Fallbrook, CA</u> | | | | |
| Zip Code | <u>92028</u> | Wireless | | | |
| e-mail | <u>smarovich@ncfire.org</u> | Job Name | <u>Network Upgrade</u> | Contact: | <u>Eric Solberg</u> |

| Item No. | Description | Part Number | Qty. | Total Price | |
|----------------------------------------------|------------------------------------------|-------------|-----------|--------------|--------------------|
| <i>Sumac to Minnesota Towers (4.7 miles)</i> | | | | | |
| 1 | Link HW for licensed Microwave 100 Mbps | IP20180203 | 9900 t 1 | \$9,900.00 | |
| 2 | Upgrade Link to 500 Mbps | 20SCAP500 | 2590 t 1 | \$2,590.00 | |
| 3 | Installation, Alignment, Testing | INSALIT | 3930 1 | \$3,930.00 | |
| 4 | FCC license | FCC18 | 1800 1 | \$1,800.00 | |
| | Shipping | SHIP | 200 1 | \$200.00 | |
| | Sales Tax at .0775 | TAX | 967.98 1 | \$967.98 | |
| | | | | TOTAL | \$19,387.98 |
| <i>Minnesota Towers to FS#1 (.2 miles)</i> | | | | | |
| 1 | Link HW for licensed Microwave 1 Gbps | SI120011 | 12300 t 1 | \$12,300.00 | |
| 2 | Installation, Alignment, Testing | INSALIT | 5200 1 | \$5,200.00 | |
| 3 | FCC license | FCC80 | 1800 1 | \$1,800.00 | |
| | Shipping | SHIP | 200 1 | \$200.00 | |
| | Sales Tax at .0775 | TAX | 953.25 1 | \$953.25 | |
| | | | | TOTAL | \$20,453.25 |
| <i>Sumac to FS#6</i> | | | | | |
| 1 | Reconfigure from 5 MHz to 20 MHz channel | CONFIG | 330 1 | \$330.00 | |
| <i>Sumac to FS#5</i> | | | | | |
| 1 | Reconfigure from 5 MHz to 20 MHz channel | CONFIG | 330 1 | \$330.00 | |
| Grand TOTAL | | | | | \$40,501.23 |

Notes:

- By issuance of a Purchase Order to Sun Wireless, Customer acknowledges that Sun is authorized to perform all the specified installation tasks on the sites.
- Includes 1 year warranty. 1 yr. extended warranty including software updates, maintenance, spares and labor = \$2900/link.
- Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.
- If a dispute arises out of or relates to this quotation, purchase order and/or project and if the dispute can not be settled through negotiations, Sun Wireless and the Customer agree to first try, in good faith, to settle the dispute by mediation administered in San Diego, California by the American Arbitration Association under its Commercial Mediation Rules before resorting to arbitration, litigation or some other dispute resolution procedure.
- Hardware will be ordered within 7 days of receipt of NCFPD Purchase Order. Installation will begin with 30 days of receipt of Hardware. Work will be completed within 60 days of Hardware receipt.



NORTH COUNTY FIRE PROTECTION DISTRICT

SPECIAL SERVICES AGREEMENT

This Special Services Agreement ("AGREEMENT") is hereby entered into between the **North County Fire Protection District** ("DISTRICT"), organized and operating under California Health and Safety Code Sections 13800 et seq. and, Sun Wireless ("SERVICE PROVIDER"), a Communications Contractor, as follows:

| | |
|-------------------------|-----------------------------------|
| Service Provider: | <u>Sun Wireless</u> |
| Address: | <u>4887 Ronson Court, Suite 1</u> |
| City: | <u>San Diego</u> |
| State: | <u>CA</u> |
| Zip: | <u>92111</u> |
| Phone: | <u>858-560-0400</u> |
| Email: | <u>esolberg@sunmicrowave.com</u> |
| Contractor's License #: | <u>820709</u> |
| TIN: | <u>Click here to enter text.</u> |

RECITALS

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

WHEREAS, the DISTRICT is in need of Microwave upgrade, installation, alignment and testing services;

WHEREAS, SERVICE PROVIDER is specially trained, experienced, expert and competent to perform the special services required by the DISTRICT and such special services are needed on a limited basis.

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

1. SERVICES TO BE PROVIDED BY SERVICE PROVIDER: SERVICE PROVIDER shall competently perform the services described in the Scope of Special Services attached to this AGREEMENT as "Exhibit A" and incorporated herein by this reference ("Special Services"). SERVICE PROVIDER shall provide all labor, equipment, machinery, materials, transportation, bailment and other incidentals necessary to perform the Special Services.
2. TERM: SERVICE PROVIDER shall provide the Special Services for a period as follows: Hardware will be ordered within seven (7) days of receipt of NCFPD

Purchase Order. Installation will begin within thirty (30) days of receipt of Hardware. Work will be completed within sixty (60) days of Hardware receipt.

3. **COMPENSATION:** For satisfactory performance of the Special Services for the term of this AGREEMENT, DISTRICT shall compensate SERVICE PROVIDER in the total amount of forty thousand, five hundred and one Dollars and twenty-three cents (\$ 40,501.23), as a fixed fee. Upon submission of final invoice/payment application, the DISTRICT shall make a single payment to SERVICE PROVIDER in the amount of forty thousand, five hundred and one dollars and twenty-three cents (\$ 40,501.23), not to exceed such fixed fee.
4. **EXPENSES:** DISTRICT shall not be liable to SERVICE PROVIDER for any costs or expenses paid or incurred in performing the Special Services, except as are authorized in advance by DISTRICT in writing.
5. **INDEPENDENT CONSULTANT:** SERVICE PROVIDER, in the performance of this AGREEMENT is an independent contractor. SERVICE PROVIDER understands and agrees that neither SERVICE PROVIDER nor any of its personnel are in the employment of DISTRICT, whether as an officer or employee of DISTRICT and are not entitled to benefits of any kind or nature normally provided officers or employees of DISTRICT or to which DISTRICT'S officers or employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation or PERS. SERVICE PROVIDER possesses the means and methods necessary to assume the full responsibility for the performance of the Special Services and their acts and/or omissions as they relate to such Special Services.
6. **TAXES:** DISTRICT will report as income the SERVICE PROVIDER'S compensation received from DISTRICT as required by Federal regulations. No part of SERVICE PROVIDER'S compensation shall be subject to withholding by DISTRICT for the payment of social security, unemployment or disability insurance or any other similar state or federal tax obligation.
7. **SERVICE PROVIDER'S PERFORMANCE:** SERVICE PROVIDER shall perform and warrants that it has the training, experience and capability to perform, the Special Services in a competent, workmanlike and timely manner consistent with the customary practices of other like firms performing similar services in the relevant area.
8. **AUDIT AND INSPECTION OF RECORDS:** At any time during the normal business hours and as often as DISTRICT may deem necessary, SERVICE PROVIDER shall make available to DISTRICT for examination at DISTRICT'S place of business, all data, records, reports and all other materials respecting matters covered by this AGREEMENT and SERVICE PROVIDER will permit DISTRICT to audit and to make audits of all invoices, materials, payrolls, records of personnel and other data related to all matters covered by this AGREEMENT.
9. **TERMINATION:** Upon five (5) days prior written notice, DISTRICT may, at any time, with or without cause, terminate this AGREEMENT and compensate SERVICE PROVIDER for such Special Services satisfactorily rendered to the date of termination and for which compensation has not been made. Upon receipt of such

written notice from DISTRICT, SERVICE PROVIDER shall stop further performance of the Special Services. Such written Notice shall be deemed given when personally delivered to SERVICE PROVIDER two days after depositing the same in the United States mail, certified return receipt requested and properly addressed to SERVICE PROVIDER at the address set forth below.

10. **HOLD HARMLESS:** SERVICE PROVIDER agrees to and defend, indemnify and hold harmless DISTRICT and its officers, agents and employees (collectively the "District Indemnitees") from every loss, liability, claim, demand, judgement, cost or expense, of any nature whatsoever, incurred or suffered by the District Indemnitees, or any of them, by reason of any personal injury (including injury, disease, or death) or property damage (including loss, damage, or loss of use of such property) arising out of or in connection with the negligent acts or omissions, recklessness, or willful misconduct of SERVICE PROVIDER, or anyone for whom it may be liable, in the performance of this AGREEMENT, except to the extent the same is caused by the negligent acts or omissions, recklessness, or willful misconduct of any District Indemnitee.

In any and all claims against District Indemnitees, or any of them, by any employee of SERVICE PROVIDER, any Subcontractor or any person directly or indirectly employed by SERVICE PROVIDER, SERVICE PROVIDER'S indemnity agreements as set forth in this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for SERVICE PROVIDER, any Subcontractor or other persons under workers' compensation acts, disability benefit acts or other employee acts.

11. **INSURANCE:** Prior to commencing any performance of the Special Services under this AGREEMENT, SERVICE PROVIDER shall procure and maintain, at its sole cost and expense and at all times during the performance of the Special Services, policies of insurance providing coverage in the amounts and types set forth below, insuring against injuries to persons and/or damages to property which may arise out of or in connection with SERVICE PROVIDER'S negligent performance of the Special Services. Included in the Commercial General Liability insurance shall be contractual coverage sufficiently broad to provide insurance coverage of the matters set forth in Section 10, above. SERVICE PROVIDER shall not commence conducting the Special Services until it has provided DISTRICT with satisfactory evidence that such policies have been procured and are in effect. The policies of insurance shall be obtained from an insurer authorized to do business in the State of California. Proof of renewal shall be provided to DISTRICT before any such policy of insurance expires during the term of the AGREEMENT. SERVICE PROVIDER'S insurance policies shall be primary to any insurance or other coverage available to DISTRICT, which shall be deemed excess to SERVICE PROVIDER'S policies of insurance and non-contributing. All deductible amounts under SERVICE PROVIDER'S policies of insurance are payable by SERVICE PROVIDER and shall be in amounts not exceeding the amount specified in the liability certificate form. Each insurance policy required hereunder shall provide that coverage shall not be suspended, voided, reduced (other than by endorsement), or cancelled except on thirty (30) days written notice by certified mail, return receipt requested, to DISTRICT (except 10 days' notice if cancellation is due to non-payment of premium). The Comprehensive General Liability and Automobile policies of insurance (or by endorsement) shall name

DISTRICT Indemnitees (as defined in Paragraph 10) as additional insureds. The policies of insurance shall not preclude SERVICE PROVIDER from waiving the right of subrogation prior to a loss and SERVICE PROVIDER hereby waives all rights of subrogation against DISTRICT. Included in the liability insurance shall be a "Cross Liability" or "Severability of Interest" clause. To the extent SERVICE PROVIDER cannot procure occurrence policies of insurance, it shall procure insurance covering claims made as a result of the performance of this AGREEMENT with a reporting period of not less than three years following the completion of the Special Services. SERVICE PROVIDER'S contracts with Subcontractors shall each contain provisions making such Subcontractor subject to the same insurance requirements as required of SERVICE PROVIDER under this Section, unless other requirements are approved by DISTRICT in writing.

11.1. The types of insurance SERVICE PROVIDER shall obtain and maintain are:

11.1.1. **COMMERCIAL GENERAL LIABILITY INSURANCE:** Upon execution of the AGREEMENT, SERVICE PROVIDER shall provide a certificate(s) of insurance showing that SERVICE PROVIDER has Commercial General Liability Insurance coverage in limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Included in such insurance shall be contractual coverage sufficiently broad to insure the matters set forth in Section 10 of this AGREEMENT. The Commercial General Liability Insurance coverage shall include each of the following types of insurance:

11.1.1.1. **GENERAL LIABILITY:**

- 11.1.1.1.1. Comprehensive Form.
- 11.1.1.1.2. Premises-Operations.
- 11.1.1.1.3. Products/Completed Operations Hazard.
- 11.1.1.1.4. Contractual Insurance.
- 11.1.1.1.5. Broad Form Property Damage Including Completed Operations.
- 11.1.1.1.6. Independent Contractors.
- 11.1.1.1.7. Personal Injury.

11.1.1.2. **AUTOMOBILE LIABILITY:**

- 11.1.1.2.1. Comprehensive Form Including Loading and Unloading.
- 11.1.1.2.2. Owned.
- 11.1.1.2.3. Hired.
- 11.1.1.2.4. Non-Owned.

12. **ASSIGNMENT:** The SERVICE PROVIDER shall not assign the obligations of the SERVICE PROVIDER pursuant to this AGREEMENT.

13. **COMPLIANCE WITH APPLICABLE LAWS:** The Special Services completed herein must meet the approval of DISTRICT and shall be subject to DISTRICT'S general right of inspection to secure the satisfactory completion thereof. SERVICE PROVIDER agrees to comply with all applicable federal, state and local laws; rules, regulations and ordinances that are now or may in the future become applicable to SERVICE PROVIDER and the performance of the Special Services.

14. CONFLICT OF INTEREST REQUIREMENT: SERVICE PROVIDER agrees that SERVICE PROVIDER shall comply with and be bound by all laws and regulations governing the relationship of the SERVICE PROVIDER and DISTRICT under this AGREEMENT and in particular with the Conflict of Interest laws, found in Chapter 7 of Title 9 of the California Government Code, otherwise known as the Political Reform Act. As a condition precedent to the formation of this AGREEMENT, the SERVICE PROVIDER warrants and covenants that SERVICE PROVIDER is adequately informed regarding the duties and obligations imposed by the Political Reform Act and that to the best of the SERVICE PROVIDER'S knowledge and belief, there exists no conflict of interest within the meaning of the Political Reform Act that would disqualify SERVICE PROVIDER from participation in this AGREEMENT.
15. PERMITS/LICENSES: SERVICE PROVIDER shall secure and maintain in full force and effect such permits and licenses as are required by law in connection with the furnishing of the Special Services pursuant to this AGREEMENT.
16. ENTIRE AGREEMENT/AMENDMENT: This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties and supersedes any prior or contemporaneous understanding or agreement with respect to the Special Services contemplated and may be amended only by a written amendment executed by both parties to the AGREEMENT.
17. NON-DISCRIMINATION IN EMPLOYMENT: SERVICE PROVIDER shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment, including, without limitation, in regard to matters affecting hiring, salary, benefits, performance evaluation, discipline, promotion, retirement, and/or dismissal because of sex, sexual orientation, gender identity, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (such as cancer), age, marital status, pregnancy, family care leave or political opinion. SERVICE PROVIDER and all subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment and comply with all applicable federal, state and local laws, regulations and executive orders regarding non-discrimination in employment. The principle of equal opportunity in employment will be demonstrated positively and aggressively.
18. NON-WAIVER: The failure of DISTRICT or SERVICE PROVIDER to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
19. ADMINISTRATOR OF AGREEMENT: This AGREEMENT shall be administered on behalf of and any Notice desired or required to be sent to a party hereunder shall be addressed to:

To DISTRICT:

North County Fire Protection District
330 S Main Avenue
Fallbrook, CA 92028-2938
Attention: Stephen Abbott, Fire Chief/CEO

To SERVICE PROVIDER: Sun Wireless
4887 Ronson Court, Suite 1
San Diego, CA 92111
Attention: Eric Solberg

20. **NOTICE:** All notices or demands to be given under this AGREEMENT by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the second day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT, the addresses of the parties are as set forth above.
21. **SEVERABILITY:** If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
22. **GOVERNING LAW:** The laws of the State of California shall govern the terms and conditions of this AGREEMENT with venue in San Diego County, California.
23. **WARRANTY OF AUTHORITY:** Each of the parties signing this AGREEMENT warrants to the other that he has the full authority of the entity on behalf of which his signature is made.

This AGREEMENT is entered into this Enter a date.

SERVICE PROVIDER Sun Wireless

AUTHORIZED SIGNER: _____

PRINT SIGNER'S NAME: ERIC SOLBERG

DATE SIGNED: _____

DISTRICT NORTH COUNTY FIRE PROTECTION DISTRICT

AUTHORIZED SIGNER: _____
STEPHEN ABBOTT, FIRE CHIEF/CEO

DATE SIGNED: _____

APPROVED AS TO FORM

DISTRICT COUNSEL _____
ROBERT JAMES, ESQ.

SCOPE OF SPECIAL SERVICES
(Clear and concise description of the services to be performed)

| Item No. | Description | Part Number | | Qty. |
|----------------------------------------------|------------------------------------------|-------------|--------|--------------|
| <u>Sumac to Minnesota Towers (4.7 miles)</u> | | | | |
| 1 | Link HW for licensed Microwave 100 Mbps | IP20180203 | 9900 | t 1 |
| 2 | Upgrade Link to 500 Mbps | 20SCAP500 | 2590 | t 1 |
| 3 | Installation, Alignment, Testing | INSALIT | 3930 | 1 |
| 4 | FCC license | FCC18 | 1800 | 1 |
| | Shipping | SHIP | 200 | 1 |
| | Sales Tax at .0775 | TAX | 967.98 | 1 |
| | | | | <u>TOTAL</u> |
| <u>Minnesota Towers to FS#1 (.2 miles)</u> | | | | |
| 1 | Link HW for licensed Microwave 1 Gbps | SI120011 | 12300 | t 1 |
| 2 | Installation, Alignment, Testing | INSALIT | 5200 | 1 |
| 3 | FCC license | FCC80 | 1800 | 1 |
| | Shipping | SHIP | 200 | 1 |
| | Sales Tax at .0775 | TAX | 953.25 | 1 |
| | | | | <u>TOTAL</u> |
| <u>Sumac to FS#6</u> | | | | |
| 1 | Reconfigure from 5 MHz to 20 MHz channel | CONFIG | 330 | 1 |
| <u>Sumac to FS#5</u> | | | | |
| 1 | Reconfigure from 5 MHz to 20 MHz channel | CONFIG | 330 | 1 |



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

TO: BOARD OF DIRECTORS
FROM: STEPHEN ABBOTT, FIRE CHIEF/CEO
DATE: FEBRUARY 26, 2019
SUBJECT: PUBLIC HEARING ON FORMATION OF ELECTION DISTRICTS

ACTION/DISCUSSION AGENDA -17:30 TIME CERTAIN

BACKGROUND:

At the January 22, 2019 Board meeting, the District adopted the Embracement Resolution 2019-01, determining to move toward adoption of a District-based election process. This process includes holding at least two additional public hearings over a period of no more than 45 days to gather public input on determination of election district boundaries. This is the second of the two public hearings to solicit public input, after which draft maps will be made available to the public, no later than 7 days prior to our first public hearing to review those draft maps.

DISCUSSION:

The Supreme Court recognizes a set of general principles that guide districting, often referred to as "traditional districting principles." These traditional principles are at the heart of the work to designate election districts. The Supreme Court has identified keeping "communities of interest" intact as a traditional districting principle, which is "a geographic area comprised of residents who share similar interests including, but not limited to, social, cultural, ethnic, geographic or economic interests or formal government or quasi-governmental relationships, but not including relationships with political parties, incumbents or candidates."

The North County Fire Protection District's communities of interest are its overlapping sets of neighborhoods, networks and groups that share interests, views, cultures, histories, languages and values. In gathering input for development of election districts the Board should pay attention to public input regarding:

- Shared interests in schools, housing, crime, transit, health conditions, land use and environmental conditions;
- Common social and civic networks, including churches, temples, homeowner associations and community centers and shared use of community spaces, like parks and shopping centers;
- Racial and ethnic compositions, cultural identities and households that predominantly speak a language other than English;
- Similar socio-economic status, including but not limited to income, home-ownership and education levels;
- Shared political boundary lines from jurisdictions, including school districts, community

- college districts and water districts;
- Visible natural and man-made features, street lines and/or City boundary lines.

Additionally, the Supreme Court has identified contiguity and compactness as traditional districting principles. A district is contiguous if its perimeter can be traced in one, unbroken line. A district consisting of two or more unconnected areas is not contiguous. There are various social science measures of compactness, but most courts have applied an intuitive "eyeball" test to determine if a district is compact. *Cuthair v. Montezuma-Cortez, Colo. Sch. Dist.*, 7 F. Supp. 2d 1152, 1167 (D. Colo. 1998).

Incumbency is also a factor in districting. As a result, the Board cannot consider where current Board members live while drawing lines. Nor can it consider which district compositions would favor incumbents or anticipated challengers. Finally, the Board cannot consider which district compositions would generate the easiest playing field for any political party, now or in the future.

In a series of court cases in the 1960s, the Supreme Court held that the Fourteenth Amendment of the United States Constitution requires that all districts within a political jurisdiction have "substantial equality of population." Drawing district lines that keep communities of interest intact, that are reflective of public testimony and that are reasonably compact and contiguous may result in districts that have slightly different populations.

How much deviation in population is allowed between districts? The Supreme Court has stated that deviation of up to 10 percent will be treated as presumptively constitutional, meaning that it is assumed to be constitutional unless proven otherwise. Deviation between districts is determined as follows:

1. Divide the total population of the District by five to determine the "average" number of people that should be in each City Council district. Based upon 2010 U.S. Census figures this equates to 10,149 per district (50,746/5).
2. Once a district map is drawn, calculate how much larger the largest district is (on a percentage basis) than the "average."
3. Next calculate how much smaller the smallest district is (on a percentage basis) than the "average."
4. Add the percentage deviation above the average for the largest district to the percentage deviation below the average for the smallest district. The sum of the two constitutes the total deviation for that particular district map.

If the sum is under ten percent (10%), the district map is presumed to comply with the constitutional requirement of substantial equality of population. Maps with population deviations above ten percent (10%) can be justified only in rare circumstances. Below is an example of hypothetical population deviation for four Chula Vista districts that would meet the constitutional standard. The hypothetical population distribution in Example 2 would be presumed constitutional for the purposes of substantial equality of population. Population deviation is determined by adding the percentage by which the largest district is over the average district size (4.9%) to the percentage

by which the smallest district is below the average district size (4.8%). The result, 9.7%, is within the allowable limit for population deviation for local jurisdictions, as determined by the Supreme Court.

Chula Vista

total pop: 256,780²¹

| | Example 1: Exact population equality | | | Example 2: Allowable population deviation under the "substantial equality of population" standard | | |
|------------|-------------------------------------------------|-----------------------|------------------------------|------------------------------------------------------------------------------------------------------------------|-----------------------|------------------------------|
| | Residents per district | % of total population | Deviation from avg. district | Residents per district | % of total population | Deviation from avg. district |
| District 1 | 64,195 | 25% | 0% | 76,777 | 29.9% | +4.9% |
| District 2 | 64,195 | 25% | 0% | 62,141 | 24.2% | -0.8% |
| District 3 | 64,195 | 25% | 0% | 65,992 | 25.7% | +0.7% |
| District 4 | 64,195 | 25% | 0% | 51,870 | 20.2% | -4.8% |
| | 256,780 | 100% | 0% | 256,780 | 100% | 9.7% |

Retrieved 2-15-19 from: *Guide to Districting Law, Prepared for the Chula Vista Districting Commission* (November, 2014). American Civil Liberties Union, California Voting Rights Act Project.

FISCAL ANALYSIS:

Provided that the District is able to develop election districts with the internal resources available, there should only be minimal expenses resulting from staff time to develop associated map products and data analysis.

DISCUSSION QUESTIONS:

1. Are there communities of interest desiring representation?
2. Are there pre-existing communities with similar issues/interests?
3. How would those communities like to be represented?
4. What existing boundary lines facilitate boundary formation?
5. What will be the impact of future development?
6. Are we comfortable with the ACLU's method of calculating % population deviation, as noted above?

RECOMMENDATION:

Discussion only. Obtaining input from the public on formation of election district boundaries in accordance with the California Voting Rights Act will allow the District to successfully complete the transition to district-based elections on time and meet community expectations.

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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

February 1, 2019

**Board of Directors
North County Fire Protection District**

Re: General Counsel Board Report for February 1, 2019

Code Enforcement Changes in California

A bill that changes the code enforcement process in California was signed recently by Gov. Jerry Brown - AB 2485: Local Agency Inspections Cannot Include Persons with Potential Financial Interest.

AB 2485: Local Agency Inspections Cannot Include Persons with Potential Financial Interest

In response to a newspaper report of possible inappropriate behavior by a code enforcement officer and independent contractor, the state Legislature passed AB 2485.

The alleged incident involved an inspection by a code enforcement officer and a private contractor. After the inspection, the contractor offered to correct the violations for a quoted price. The quote provided was higher than the quote previously received by the business owner, but he feared that if he did not use the contractor at the inspection, it could result in delays in getting the applicable permits approved.

As such, this bill implements a new law that prohibits code enforcement and health officers from having individuals with a potential financial interest join the inspections of **commercial property or businesses**. A "person with a potential financial interest in the outcome of the inspection" is defined by the bill as:

1. a person who offers to remediate, for compensation, those violations found during an inspection or
2. a person who offers to compensate a code enforcement or health officer for recommending a specific person to cure the violations or,
3. a person who provides the name of the owner to someone who offers remediation services.

The bill explicitly allows the business or property owner, including their agents or representatives, to join the inspection. Further, a person can join if he or she is under contract with the local agency to provide inspection, abatement, legal or remediation

ROBERT H. JAMES

ATTORNEY AT LAW

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3668 KATIE LENDRE DRIVE
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TELEPHONE
(760) 723-9018

services. Finally, the bill provides that contractors or consultants can join if that person is on a publicly available list of qualified bidders that provides inspections, abatement or remediation services for which they receive compensation from the local agency.

For those under contract with a local agency to conduct inspections, abatements or remediation services, and who conducts an inspection without a code enforcement or health officer, they are prohibited from soliciting or receiving compensation for curing any of the violations identified.

Notably, none of the above applies to any inspections where the code enforcement or health officer has provided written notice identifying the violations present at the property and all necessary corrective action. Further, the legislative record shows that California Building Offices opposed the bill, though the bill does not appear to apply to inspections covered by building officials.

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: FEBRUARY 26, 2019
SUBJECT: WRITTEN CORRESPONDENCE

- **WRITTEN COMMUNICATION:**
 - None
- **BOARD RECOGNITION PROGRAM:**
 - JANUARY 26, 2019 EMAIL RE: CALFIRE IMT:

Captain/PM Rob Decamp

Begin forwarded message:

From: "SeLegue, Phillip@CALFIRE" <Phillip.Selegue@fire.ca.gov>
Date: January 26, 2019 at 11:30:11 PST
To: "DeCamp, Robert@NCF" <rdecamp@ncfire.org>
Subject: Commitment to Intel

Captain DeCamp,

I don't have to tell you how complex and destructive vegetation fires have been over the past few years, your commitment to CAL FIRE IMT's as well as assisting in the advancement of technologies is recognized and very appreciated.

The dedication and long hours you have given has assisted in creating, pushing and integrating new and emerging technologies. These advancements are not only for all of the citizens of California but the fire service as a whole.

Your aptitude and knowledge of the California National Guard (CNG) Unmanned Aerial Vehicles (UAS/UAV) and mapping programs has assisted in pushing applications of new technologies. The advancements made with the creation of tactical use tools by utilizing full motion video (FMV) and GEO locating personnel position with an operational map overlay will assist in preventing further tragedies like we have experienced in the past.

I know you will continue to be dedicated in the realm of new and emerging technologies by participating on conference calls and meetings with program managers and stakeholders.

We the citizens of California appreciate your dedication and strong work ethic.

I hope to see you this next week in Riverside at March Air Force Base to further advance your work and collaborate with other in the field of Intel.

Thank you,

Phillip SeLegue
Battalion Chief

CAL FIRE

Northern Region Intel

Cell (530) 356-4824

Office (530) 224-2466

Record-Breaking Rain Leaves Devastation, Risks Remain

Published Feb 15, 2019 at 6:46 AM | Updated at 11:11 PM PST on Feb 15, 2019

The above-average rainfall was due in part to a subtropical jet stream that pulls tropical moisture into the region. When combined with the storm system, it creates an atmospheric river.

By [Christina Bravo](#)

While a winter storm that overwhelmed the region with a record-breaking rainfall has moved away from San Diego County, the remnants were still being felt Friday.

Residents woke up to downed trees in their neighborhoods -- and in some cases on their homes -- and were met with flooded roadways on their morning commutes Friday despite heavy rainfall coming to an end at about 6 p.m. on Thursday.

A tree dozens of feet tall [came crashing through an Escondido home](#) early Friday where a pregnant woman and her husband were asleep in bed.

In Valley Center, an overnight mudslide closed both directions of Valley Center Road at Lake Wohlford Road. While debris was cleared by about 6 a.m., the road was still blocked to traffic.

At 12:15 p.m. Friday, an official with the City of Del Mar said there had been a bluff collapse at 15th Street, near the train tracks. The North County Transit District said the incident was causing delays on Coaster train service and trains planned to stop at Sorrento Valley and Solana Beach.

Meanwhile, several roads were still blocked to traffic Friday due to flooding or debris, according to various agencies. The map below shows roadways closed to traffic due to flooding:

At least an inch of rain pounded all parts of San Diego County, from the deserts to the coast, due to a powerful atmospheric river -- a storm system combined with subtropical moisture -- that hovered over San Diego County for nearly two days.

The rainfall led to a broken record at Palomar Mountain, where 10.1 inches of

rain was recorded on Thursday alone, the most rainfall ever in one day for San Diego County.

Other significant rainfall totals for the last 48 hours, as of 5 a.m., were:

- Palomar: 10.94 inches
- Julian: 7.09 inches
- Fallbrook: 5.28 inches
- Oceanside: 3.44 inches
- Santee: 2.88 inches
- Borrego Spring: 1.54 inches
- San Diego International Airport: 1.06 inches

San Diego would be mostly dry until Friday evening, when a chance for showers picks up.

Several schools canceled classes Friday due to storm damage. The San Diego County Office of Education said schools in the following districts would be closed:

- Bonsall Unified School District
- Fallbrook Union Elementary School District
- Fallbrook Union High School District
- Julian Union High School District
- Julian Union School District
- Mountain Empire Unified School District
- Vallecitos School District

The Grossmont Union High School District said Monte Vista High School would be closed Friday due to a water main break.

Swollen rivers could still pose a problem as well. The only flash flood warning that remained in effect Friday was for the San Luis Rey River in Oceanside but the surging San Diego River and Santa Margarita rivers could be affected by mountain runoff.

San Diego's beach cities should brace for possible flooding throughout the weekend, according to the National Weather Service.

Waves will average between 3 to 5 feet with some sets reaching up to 7 feet when the high surf reaches its peak late Saturday into Sunday morning. The surge could lead to minor coastal flooding at local beaches.

A NWS beach hazards statement will be in effect through Sunday afternoon due to dangerous swimming conditions and the risk of drowning, the NWS said.

The Department of Environmental Health also advised swimmers to stay out of the water following the heavy rainfall.

San Diego's mountains will be met with strong winds. A wind advisory will be in effect until 4 a.m. Saturday as wind speeds increase to about 20 to 30 miles

per hour. Some gusts near mountain ridge tops and along desert slopes could reach 55 mph.

Powerful winds could make driving conditions difficult during this time and could cause power outages.

Despite advisories from the NWS, weather conditions were much more tame Friday when compared to the devastation the storm system brought to San Diego County on Thursday.

Amid heavy rainfall, an engorged Escondido Creek [swept a man away](#) on Thursday. The man's body, a surfboard and a paddleboard were recovered from the creek by a swift water rescue team.

Five people were rescued in Fallbrook after their cars became trapped on a flooded roadway. The shaken rescues told NBC 7 about being trapped in their cars as water levels rose around them.

"We made it through the first pretty deep section. The water was over the hood; the car stalled a couple times," Cody Fausett said.

Capt. John Choi, spokesperson for the North County Fire Protection District which came to the aid of Fausett and the four others who were trapped said drivers should never try to cross even the most minorly flooded roadway.

"If you have roadways that are covered by water, turn around. It's better to turn around than to drown," he said. "Find a different way. It's not worth it."

The above-average rainfall was due in part to a subtropical jet stream that pulls tropical moisture into the region. Combined with the storm system, it creates an atmospheric river, Parveen said.

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Failed wildfire evacuation of Santa Rosa care homes fuels new bill to protect seniors

WILL SCHMITT

THE PRESS DEMOCRAT | February 17, 2019, 8:41AM



The abandonment of residents at two Santa Rosa senior homes during the October 2017 wildfires has fueled new legislation from state Sen. Bill Dodd that would broaden the potential civil liability for caretakers who desert their senior patients.

Senate Bill 314, introduced by Dodd on Friday, would add “abandonment” to California’s civil elder abuse laws, expanding on the existing legal liability — civil and criminal — faced by those who hurt or allow harm to befall elderly dependents.

Dodd, D-Napa, cited the “unacceptable” conduct at the adjacent Oakmont of Villa Capri and Varenna care homes in Fountaingrove, where state investigators determined staff members abandoned about 100 elderly residents as the Tubbs fire closed in two years ago.

He hoped his bill would help prevent such cases in future disasters. It appears to be the first legislation stemming directly from the abandonment cases tied to Windsor-based Oakmont Senior Living, which owns the two care homes.

“Whether they’re a single caregiver in a home or a commercial establishment, they need to understand that they’re there to help the most vulnerable in our society and that they have a responsibility in natural disasters to make sure that these

people are safe, rather than just run out on them," Dodd said Saturday in an interview.

Existing state law gives elderly victims of physical abuse or neglect — and, if they die, their relatives — specific legal paths to seek damages. Dodd's bill adds "desertion or willful forsaking of an elder or a dependent adult by anyone having care or custody of that person" where a "reasonable" person wouldn't abandon them to the offenses eligible for enhanced civil remedies.

Beth Eurotas-Steffy's 85-year-old mother, Alice, was among those rescued from Villa Capri only after other residents' family members discovered she and others were stranded there.

"She and about 20 other residents, all requiring walkers and wheelchairs, were abandoned when the staff left as the fire approached," Eurotas-Steffy said in a written statement released by Dodd's office. "They survived due to the bravery and sacrifice of family members who came to check on their parents."

Eurotas was among a group of relatives and residents who sued Oakmont Senior Living and its affiliates in 2017, alleging its staff had abandoned people in clear peril at the two sites.

The company and its representatives vigorously contested claims, accusing some residents of endangering themselves that night. It settled the lawsuits out of court last summer and then admitted in a deal made public with the state in November that its employees had left elderly and infirm residents at the two facilities during the firestorm.

The settlement averted a public hearing where state regulators were set to lay out their case against the company and allowed the facilities to retain their operating licenses, while dropping permanent bans for two administrators that oversaw the sites.

Villa Capri, a high-end 72-bed assisted living and memory care home, was

destroyed in the inferno, while the Varenna home, licensed for up to 322 residents, was spared. Villa Capri is being rebuilt and is expected to reopen this spring.

Oakmont Senior Living was founded in 1997 by longtime Sonoma County developer Bill Gallaher. The company operates more than 20 elder care facilities in California, including four in Fountaingrove.

Dodd's office noted that the Consumer Attorneys of California and the California Attorneys of Nursing Home Reform have backed his legislation.

A 2015 report by the Public Policy Institute of California projected that the state's senior population would grow from about 4.6 million to 8.6 million from 2012 to 2030. The report also projected the number of people requiring help with self care or living in nursing homes would nearly double over the same period, leading to about 1 million elderly Californians needing help with basic functions of life like eating and bathing.

Dodd noted that destructive fires, earthquakes and floods will continue to strike California as more baby boomers age into retirement, and he argued the state needs to do more to safeguard seniors.

"We don't have our act together right now in the state of California," he said.

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'Almost Didn't Make It': Drivers Rescued From Flood

Published Feb 14, 2019 at 4:46 PM | Updated 10 minutes ago

Capt. John Choi from the North County Fire Protection District said about a half-mile of De Luz Road was completely under water Thursday as a powerful storm swept the county

By [Monica Garske](#)

As an [unrelenting storm pummeled San Diego County](#) Thursday, several drivers were rescued from a waterlogged roadway in Fallbrook after their cars became stuck in rising flood waters.

"Just to think, we're only two miles from home and, you know, we almost didn't make it the last two miles of the trip," said Cody Fausett, one of the drivers pulled from the waters that filled De Luz Road.

After being rescued by swift water crews from the North County Fire Protection District and several other agencies, Fausett sat in the back of an ambulance where he was evaluated by medics. He was grateful to be alive.

Fausett told NBC 7 he had attempted to cross De Luz Road in his truck but as he trudged through the water, he realized he had gotten himself into trouble.



“Just to think, we’re only two miles from home and, you know, we almost didn’t make it the last two miles of the trip,” said Cody Fausett, one of the drivers pulled from the waters that filled De Luz Road.

Photo credit: NBC 7 San Diego

“We made it through the first pretty deep section. The water was over the hood; the car stalled a couple times,” Fausett recounted. “We made it out, and then came across the second flood and it just wasn’t happening. We looked at it and it just looked too deep to attempt.”

Fausett was behind another car that had attempted to cross the flooded road too.

The driver in that car was Leticia Alvarez. She was frightened.

She told NBC 7 she was driving through the water when her car got stuck. She tried to shift into reverse, but nothing happened. As she sat paralyzed, she could see the water rising around her vehicle.

“When I saw no one was coming, I got scared,” she told NBC 7.

Alvarez called her husband, her family and friends. She waited. When she saw Fausett drive up behind her, she at least knew she wasn’t alone.

Fausett said they each sat in their vehicles for a while. He tried to call for help from his phone, but service, for him, was spotty.

He told NBC 7 his heart began racing when he heard nearby trees start to crack “like they were going to fall off the side of the hill.”

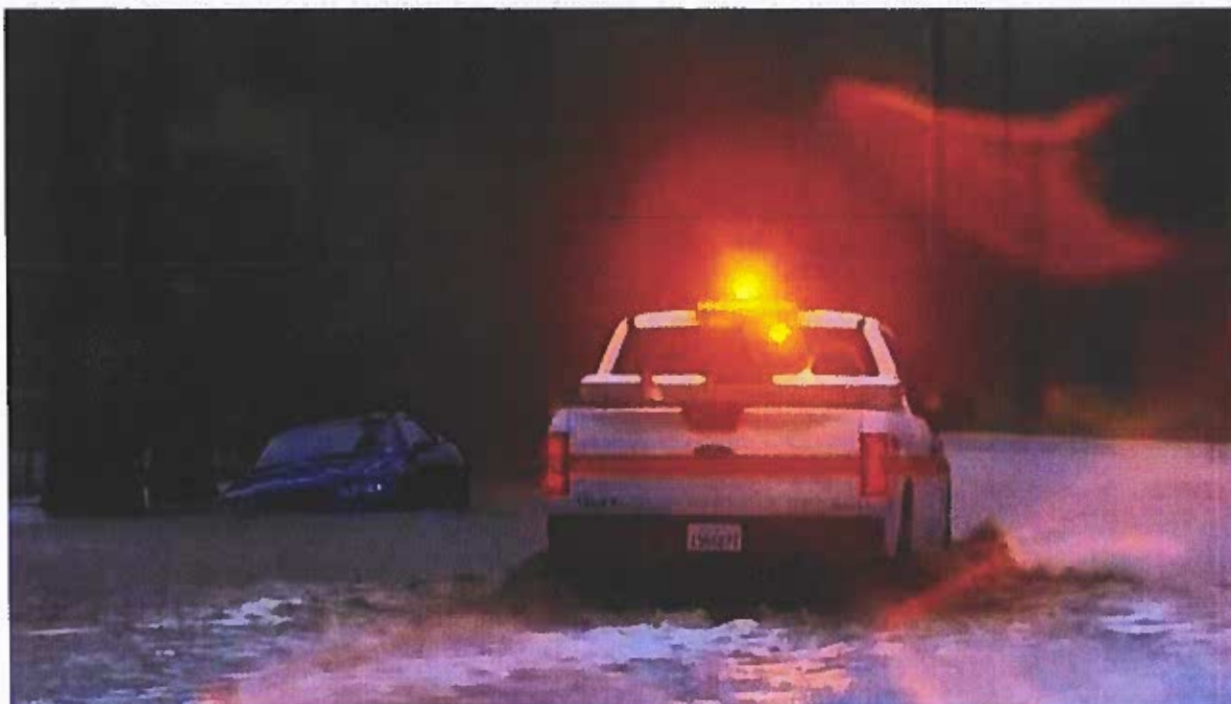
He feared a landslide would be next.

After a little while, a rescue crew was able to wade out to the motorists and get them to safety. No one was hurt.

Fausett said this was the worst flooding he had ever experienced in Fallbrook. After this experience, he said he will never attempt to drive through flooding again.

Capt. John Choi, spokesperson for the North County Fire Protection District, said about a half-mile of De Luz Road had flooded amid the heavy rainfall. At its shallowest, the water was about 2 feet deep.

Heavy Rain Floods North County Roads



Choi called the conditions “significantly treacherous.”

In all, Choi’s agency, with the help of crews from Pala, Encinitas, Cal Fire and Camp Pendleton, rescued five people from that road, including Fausett and Alvarez.

“We went through and walked through that waterway – which is basically a river,” Choi told NBC 7.

“This road, De Luz Road, is normally a thoroughfare and we can get through it but due to the significant rains we’ve been experiencing this morning, it has risen to a river that has crossed over that roadway.”

Choi said it had been a while since De Luz Road flooded in this manner. The road is a major thoroughfare in the community and, for some residents, the easiest way to get to their homes.

The captain warned that drivers should never try to drive through flooded

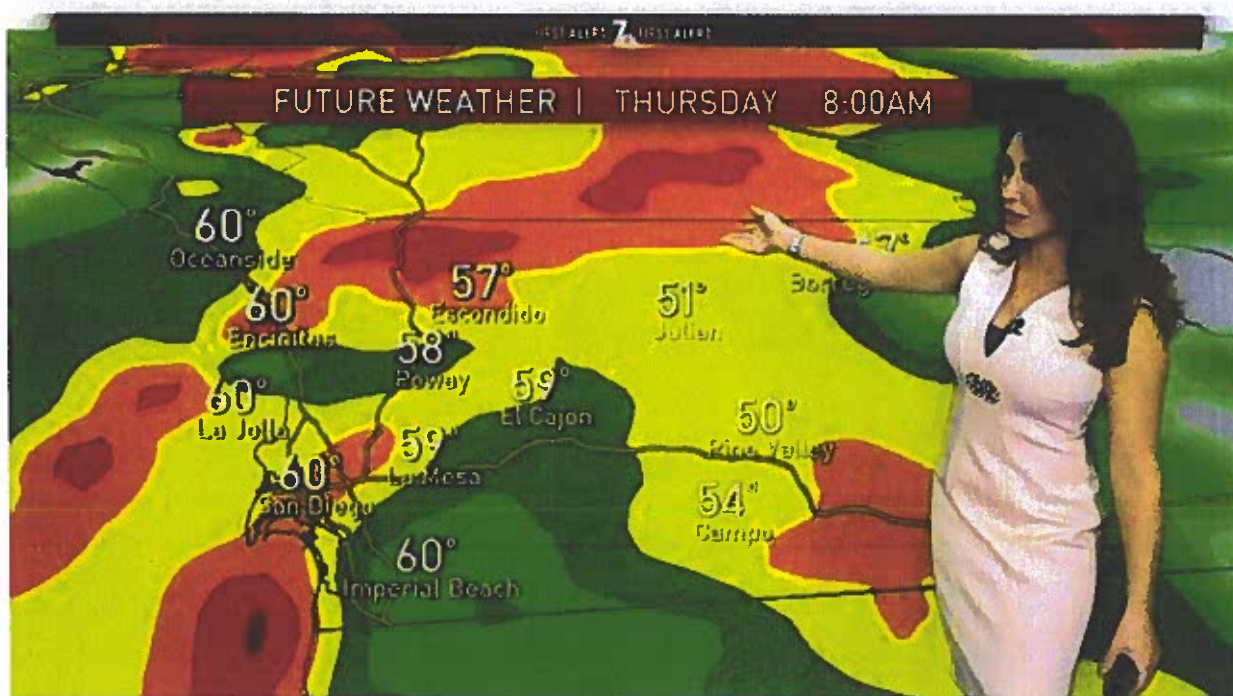
Flooding Traps Residents, Submerges Cars Across County

Published Feb 14, 2019 at 5:40 AM | Updated 15 minutes ago

Feet of water covered dozens of San Diego County roadways, trapping residents inside their homes and submerging cars that tried to cross Thursday, as the National Service issued flash flood warnings for the majority of the county.

A Flash flood warning was issued at 9 a.m. Thursday for the northwestern portion of the county, including Oceanside, Carlsbad, Vista, Encinitas, Poway, Del Mar, Fallbrook, Valley Center, Escondido and Camp Pendleton.

Sheena Parveen's AM Forecast for Thursday February 14th, 2019



An hour later, the alert was expanded to include southeastern San Diego County. Areas that have the potential for flooding include Chula Vista, El Cajon, La Mesa, Poway, Ramona, Alpine, portions of the San Diego city limits, Mission Valley, Hwy 78 Between Borrego Springs Road and Ocotillo Wells, Cuyamaca Rancho State Park and Borrego Springs.

By the afternoon, western portions of the county were also under flash flood warning due to potentially dangerous flooding of the San Luis Rey and Santa Margarita rivers in North County.

Flash flood warnings were also in effect for the area near the San Diego River

at Fashion Valley and the area near the Santa Margarita River at San Juan Capistrano due to expected surge as the day progresses.

As water levels rose Thursday, a Ramona homeowner trapped by flooding outside his home used a kayak to get out. He told NBC 7's Artie Ojeda that water was seeping into his home.

Earlier in the day, flooding trapped a Ford Mustang that attempted to cross Camino Del Rey in the North County. A North County Fire Protection District ambulance waded through the water to check on the car but no one was in need of rescue, the agency said.

A delivery driver made it across the flooded roadway in his work truck but described the scary situation to NBC 7.

"I feel like I was going deeper and deeper in it," Yibrán Silva said.

A Cal Fire engine [rolled over on a rainy old Highway 395](#) in Bonsall Thursday morning, though it was still under investigation if wet roadways contributed to the crash that left three firefighters injured.

511: Roadside Assistance on San Diego's Roads



Also in the North County, a busy freeway on-ramp from El Camino Real to State Route 78 in was closed due to flooding at the bottom of the slope.

In the East County, flooding at SR-67 and Riverford Road caused a car to slide off the roadway and into a ditch, Southwick said.

The Jamul-Dulzura Union School District canceled its "Route A" bus schedule for Thursday.

The district said this route was stopped due to boulders in the road, flooding,

and road deterioration.

Students who use this route will be taken to the Jamul Intermediate School office after classes. Parents are asked to pick up their children there.

The map below shows roadways closed to traffic due to flooding:

While half the county was under flash flood warnings, the rest of the county was under a flash flood advisory until noon Thursday. Once the advisory expires, a flash flood watch would take over until 10 p.m.

The advisory warned that heavy rainfall could trigger flash flooding in low-lying areas or on streets, especially in areas scorched by recent wildfires.

The NWS warned drivers to turn around if they come across a flooded roadway.

Eye on the Storm in East County



NBC 7 Meteorologist Sheena Parveen said heavy downpours would move in waves as the storm swept the county.

The above-average rainfall was due in part to a subtropical jet stream that pulls tropical moisture into the region. Combined with the storm system, it creates an atmospheric river, Parveen said.

"This is tropical moisture so you can bet these downpours today, they're going to be the blinding type. When you're driving. It's going to be very hard to see in some instances," Parveen said.

A Look at Expected Rainfall

CalPERS is Ahead of the Feds in Calculating Liabilities

February 13, 2019

A commentary authored by Dan Walters ("*Could California pension system be underwater?*," February 3, CalMatters) has raised some questions among employers that participate in CalPERS about how the pension system calculates unfunded liabilities.

At issue is a new methodology adopted by the Federal Reserve last year that increased unfunded liabilities for state and local government plans to more than \$4 trillion. Walters loosely throws around government actuarial speak so let us break it down.

The feds adopted what's called a PBO or projected benefit obligation. This essentially means that when you calculate unfunded liabilities you project future pay increases that a member might receive. News flash to Walters: CalPERS already does this. Your statement that our unfunded liabilities of \$179 billion should actually be much higher is wrong. And, in fact, you're wrong about the unfunded liability amount as well. The correct figure for fiscal year 2017-18 is actually about \$146 billion.

The other issue at hand is how the feds came up with the trillion-dollar figure for all state and local pension plans. The methodology is never addressed in the commentary, but we can surmise that it's likely based on a risk-free discount rate (assumed rate of return) of about 3 percent.

CalPERS discount rate is 7 percent because we think we can do better with our investments, and we have. Our average annual return for the last 30 years is 8.4 percent.

A couple of other key points about Walters' piece and his loose use of facts. He reported that the CalPERS fund had "lost" 3.9 percent during 2018. The correct figure, accurately reported in public to the CalPERS board in January, was 3.5 percent. But much more important is that calendar year returns are nothing more than a simple snapshot in time. Employer valuations and pension contribution calculations are based on investment returns for the fiscal year, July 1 to June 30, not the calendar year. In fact, Walters failed to note that strong financial markets in the new year drove the CalPERS fund up about 4.3 percent in January, essentially wiping out the negative 2018 returns.

For our employers who may have read the Walters column there are two clear takeaways.

CalPERS was ahead of the feds when it comes to accurately projecting unfunded liabilities. And we're focused on earning a strong return for the fund.

How the National City Fire Department has improved response times

David Hernandez

On his first day stationed on a new Fire Department “squad” last month, [National City](#) fire Capt. James Stiles and his partner were the first to respond to two CPR calls. Both times, the duo arrived in a custom pickup roughly a minute before backup.

By the time a fire engine arrived in one of the two instances, Stiles and his partner on Squad 33, firefighter/paramedic Nick Black, had used defibrillation pads to shock the patient.

In situations that require CPR, like other emergencies, minutes — even seconds — matter.

While the patient later died at a hospital, he initially regained a pulse thanks to the shocks that gave him a fighting chance.

Staffed by fire captains and firefighter/paramedics who work rotating shifts in pairs, Squad 33 has helped the Fire Department improve response times across northeastern National City, an area that once dealt with worse response times than other parts of the city.

Between October 2017 — when Squad 33 began as a pilot program — and last October, the Fire Department’s average response time in the northeastern area dropped by 1 minute and 36 seconds.

The average response time dropped from 4 minutes and 51 seconds in the 12 months before the year-long pilot program was launched to 3 minutes and 15 seconds.

The pilot program also had an impact beyond the northeastern area, where Squad 33 is stationed. Across the city, the Fire Department’s average response time improved by 7 seconds. Although it is a small change, the Fire Department responded to 1,045 more calls than in the prior 12-month period.

Considering the promising impacts of Squad 33, city leaders decided last month to authorize it as a permanent program.

Squad 33 uses a custom Ford F-550 equipped with advanced medical equipment, as well as fire gear and tools including a 150-gallon water tank.

While it is not equipped to put out large fires on its own, Squad 33 can provide “initial actions,” Stiles said. For example, the team can start to douse flames or rescue a victim.

“We can start to figure out what’s going on as the fire engine arrives,” Stiles added.

Most of the time, however, Squad 33 responds to medical issues. Roughly 80 percent of the calls it fields are medical in nature. Many are related to the large concentration of senior living facilities in the northeastern part of the city.

The region was identified in 2009 in an independent study as an area where the Fire Department's response times were worse than other neighborhoods. The study recommended a fire station in the area, which is bounded by East Plaza Boulevard on the north and Highland Avenue on the east.

Pointing to the impacts to the Fire Department's response times, fire officials consider Squad 33 a lower-cost alternative to a new fire station, which city staff estimate could cost between \$4 million to \$5 million to build.

"Ultimately, it provides a benefit to all the residents who live in this area that they didn't have before," Stiles said, "and it's doing it (in) a very cost-effective way."

Annual costs of the program include \$172,000 in overtime to staff the team, \$4,800 in facility maintenance and utilities, and \$1,500 in fuel and vehicle maintenance. The latter is expected to be offset by lower fuel and vehicle maintenance costs for larger trucks and engines that may not be used as much.

Squad 33 is stationed at a mobile home trailer with a detached metal garage structure on East Fourth Street at U Avenue near El Toyon Park.

Now that the city approved Squad 33 as a permanent program, the city plans to dip into a fund that collects developer fees to buy the \$54,000 mobile home trailer, which was leased during the pilot program. By purchasing the mobile home trailer, the city expects to save \$30,000 in lease payments.

The city was among the first in the county to roll out a "squad" program. Fire officials said other cities have shown interest. Last week, the Chula Vista Fire Department launched a similar program.

The San Diego Fire-Rescue and Heartland Fire & Rescue Department have similar two-person crews.

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SB 241 (Moorlach R) Public agencies: joint powers authorities: contracts.

Status

2/12/2019 - From printer. May be acted upon on or after March 14.

Summary

The Joint Exercise of Powers Act generally authorizes 2 or more public agencies, by agreement, to jointly exercise any common power. Under the Act, an agency created pursuant to a joint powers agreement possesses the common power specified in the agreement and may exercise that power in the manner provided in the agreement. Under the Act, an agency created pursuant to a joint powers agreement is authorized to make and enter contracts, to employ agents and employees, to hold or dispose of property, and to incur debts, liabilities, and obligations. This bill would require the governing body of each member agency of an agency established pursuant to a joint powers agreement to approve and ratify each memorandum of understanding negotiated between the joint powers agency and its employees. This bill would further require each member agency to a joint powers agreement to approve and ratify each contract for municipal services or functions, as defined, negotiated between the joint powers agency and the entity providing the services or functions. (Based on text date 2/11/2019)

Bill Text

02/11/2019 Introduced [pdf](#) [htm](#)

Analysis

Votes

History

02/12/2019 From printer. May be acted upon on or after March 14.
02/11/2019 Introduced. Read first time. To Com. on RLS. for assignment. To print.

2/13/2019 11:02:49 AM



AB 456 ([Chiu D](#)) Public contracts: claim resolution.

Status

2/12/2019 - From printer. May be heard in committee March 14.

Summary

Existing law prescribes various requirements regarding the formation, content, and enforcement of state and local public contracts. Existing law establishes, until January 1, 2020, for contracts entered into on or after January 1, 2017, a claim resolution process applicable to any claim by a contractor in connection with a public works project against a public entity, as defined. Existing law defines a claim for these purposes as a separate demand by the contractor for one or more of the following: a time extension for relief from damages or penalties for delay, payment of money or damages arising from work done pursuant to the contract for a public work, or payment of an amount disputed by the public entity, as specified. This bill would remove the January 1, 2020, repeal date on these provisions, thereby making this claim resolution process operative indefinitely. (Based on text date 2/11/2019)

Bill Text

02/11/2019 Introduced [pdf](#) [htm](#)

Analysis

Votes

History

02/12/2019 From printer. May be heard in committee March 14.

02/11/2019 Read first time. To print.

2/13/2019 11:04:37 AM



SB 247 (Dodd D) Wildland fire prevention: vegetation: management.

Status

2/12/2019 - From printer. May be acted upon on or after March 14.

Summary

Existing law requires the Department of Forestry and Fire Protection to assist local governments in preventing future wildland fire and vegetation management problems by making its wildland fire prevention and vegetation management expertise available to local governments to the extent possible, as provided. This bill would provide that it is the intent of the Legislature to enact legislation that would require the department to identify trees that should be trimmed or removed to protect against contact between trees and electric power lines that could cause a fire. (Based on text date 2/11/2019)

Bill Text

02/11/2019 Introduced [pdf](#) [htm](#)

Analysis

Votes

History

02/12/2019 From printer. May be acted upon on or after March 14.

02/11/2019 Introduced. Read first time. To Com. on RLS. for assignment. To print.

2/13/2019 11:05:24 AM

8 Displaced from Fallbrook Home After 40-Minute Fire on Ladera Vista Road - Times of San Diego

Ken Stone

Share This Article:



Fire crew battled blaze on Ladera Vista Road for 40 minutes. Photo via North County Fire Protection District

A house fire in a rural North County neighborhood left a family of eight displaced Monday.

Support Times of San Diego's growth with a small monthly contribution

The non-injury blaze in the 4000 block of Ladera Vista Road in Fallbrook erupted shortly before 1:30 p.m., according to the [North County Fire Protection District](#).

Firefighters arrived to find a rear covered patio on the unoccupied home burning, said NCFPD Capt. John Choi. It took them about 40 minutes to extinguish the flames, which also extended into the kitchen of the house.

The cause of the blaze was under investigation, Choi said.



— City News Service

First Amendment Right To Film and On-Duty Personnel - Fire Law Blog

Posted by: [Curt Varone](#) 5 days ago

Today's burning question: My chief thinks he can stop us from taking photos at incident scenes. He does not seem to understand we have a 1st Amendment Right to film in public places. Can you point me to any cases showing that an on-duty firefighter has a 1st Amendment Right to film?

Answer: No, I cannot. It's probably because as an on-duty firefighter, you do not have a 1st Amendment Right that trumps the right of your employer to prohibit you from filming. When you are on duty, you are a governmental agent: you work for government. Your fire chief, subject to collective bargaining laws where applicable (and even that may be a stretch), has the right to prohibit you from taking photos while on-duty.

There are plenty of cases where firefighters have been disciplined for using their personal cameras/cellphones to film while on duty. I have not seen one where a court has ruled that an on-duty firefighter has a 1st Amendment Right to film. The reality is when a firefighter goes to an emergency scene – any images he/she takes will likely qualify as a public record under state law. That being the case, the firefighter and the fire department have a legal obligation to retain any photos taken and make them available to the public as required by the public records law.

A public employee in possession of a public record can be required to produce that public record. Failing to produce a public record when lawfully requested is a criminal offense in many states. In addition, the destruction of a public record in violation of the public record law is a criminal offense in many/most states. All in all, I find it hard to believe that a court would conclude that an on-duty firefighter would be able to use the 1st Amendment to force his/her employer to allow filming at emergency scenes.

I will open this up to anyone who is aware of such a case where a firefighter argued (successfully or otherwise) that such a 1st Amendment Right existed.

Off-duty is another story... An off-duty firefighter has 1st Amendment Rights to film in public... but on-duty personnel at incident scenes can be prohibited from doing so by their employer.

An interesting (and very advanced) question arises: While a fire department/employer has a right to control what a firefighter/employee does while on-duty... might an on-duty firefighter have an enforceable 1st Amendment Right to film if **an entity other than his/her employer** (perhaps the State Police) sought to prevent him/her from filming? Again, I have not seen any case law on this issue. It is possible that a fire department may be able prohibit an on-duty firefighter from filming despite the 1st Amendment, while another government agency could conceivably violate the 1st Amendment by blocking the same firefighter from filming.

I'd appreciate any cases or thoughts folks care to share in this regard.

About Curt Varone



Curt Varone has over 40 years of fire service experience and 30 as a practicing attorney licensed in both Rhode Island and Maine. His background includes 29 years as a career firefighter in Providence (retiring as a Deputy Assistant Chief), as well as volunteer and paid on call

Shelter in place model risky

Shelter in place model risky

Editor:

I am a retired division chief/fire marshal from North County Fire Protection District located in Southern California.

I recently moved to Payson and I work as a wildland fire consultant, primarily in Southern California.

After the 2003 Cedar Fire in San Diego County, fire officials considered adopting a shelter in place policy. Keep in mind that the term "Shelter in Place" (SIP) has always been a strategic operational tactic for officers in the field.

After the 2003 Southern California wildland fire storms, fire officials discussed the merits of allowing people to SIP instead of evacuating. One program we looked at was Australia's "Leave Early or Stay and Defend" (LEOSAD). We were pretty sold on adopting a similar type of program when Australia had the February 2009, "Black Saturday" wildfires that killed 173 people. The components of LEOSAD resulted in a horrific outcome that convinced California fire officials there had to be a better program. Allowing residents to stay and defend or SIP would put lives at risk.

The program that California fire officials came up with is called Ready, Set, Go. The program has been adopted nationwide, including Payson.

The ready portion prepares the resident to do the things that may allow their home to survive a wildland fire threat and also prepare to evacuate. Clear flammable vegetation, rain gutters, etc. A huge component is staying aware of fire threats, weather and road conditions.

Set means your packed up and ideally you evacuate before being told so that you don't get trapped in traffic, without gas, etc.

The go component is the piece of mind that you left having prepared your home and family for the evacuation and done the things to your home so it has a better chance of surviving the wildland fire.

The one component of ready, set, go that is along the lines of SIP, having a homeowner stay inside the home if a wildland fire is imminently upon them. We know from historical fires that evacuating late in a panic has caused several deaths due to lack of visibility on the roads and extreme fire behavior.

I know the efforts San Diego fire officials went through to make people understand the fallacy of SIP when it is not implemented correctly. Rancho Santa Fe Fire Protection District has severe requirements that very few homes meet and they have the enforcement to keep these communities up to this standard. Numerous developments were proposing SIP, but could not meet or afford all the components and enforcements associated with SIP, so they were not built. The SIP homes are built so that the homeowner does not even come out to fight the fire.

I have had numerous conversations with friends and neighbors regarding the recent fires and if you watch the news footage numerous trees around the homes are not burned. This tells us the way we build homes are a big part of the problem. San Diego Fire officials recognized this and have adopted the strictest wildland fire building codes. A website to understand this is <http://www.livingwithfire.info/> and BE Ember Aware.

I cringed a little when reading the Roundup article about SIP as a future model for homeowners as I know the battles it takes to get people to understand surviving a wildland fire is not just simply being allowed to stay.

Sid Morel

CalPERS is strong -- but challenges remain - Capitol Weekly

MARCIE FROST



CalPERS' headquarters in Sacramento. (Photo: Kit Leong)

by posted 02.04.2019

In Gov. Gavin Newsom's recently released state budget he proposed to contribute an additional \$3 billion to the CalPERS fund. This commitment is a prudent one that will help to ensure the long-term sustainability of the fund.

The governor also made one very important point as he detailed his priorities during his inaugural address – that “every senior should be able to retire with security and live at home with dignity.” That's exactly what CalPERS, the California Public Employees' Retirement System, is committed to deliver for current and future generations of public employees.

The next 10 years in the financial capital markets will require focus and innovative solutions to meet our investment goals.

Much has been written of late about the state of pension systems across the nation and here in California. Despite problems in other states, CalPERS is strong. We had more than 70 percent of the assets needed to pay benefits at of the end of the 2018 fiscal year, and our average annual return on investments over 30 years is 8.4 percent.

Nevertheless, challenges exist.

The next 10 years in the financial capital markets will require focus and innovative solutions to meet our investment goals. The complex arena of pension economics will also provide a steady stream of hurdles for any state, including California. These are all very real and important issues that we must address.

Ensuring that our pension fund can meet its obligations is something that I take very seriously. I grew up witnessing firsthand the human consequences of economic insecurity. My grandparents survived the Great Depression, but not without great suffering and a significant cost. Despite their efforts to save money and live frugally, they were ultimately denied a dignified retirement. Our success at CalPERS is one way that I can honor my grandparents' memory and their lasting influence on my life.

To ensure success we will focus on four key areas in the next five years. These include improving our investment capabilities, leveraging our brand and size, staying focused on total fund returns, and harnessing our advantages such as our long-term investment horizon.

Pressures to dismantle defined-benefit plans will continue, but we can't overlook the value they bring to our state. California's defined-benefit pension system has a positive impact on government's ability to recruit and retain a diverse and talented workforce.

Today, approximately 25,000 CalPERS members retire every year with an average pension of \$2,876 per month. That's a modest amount given California's cost of living. Economic inequality is a serious issue, and we are helping to address it by making certain that our retirees have retirement security. As these professionals retire, it is critical that there is a strong pipeline of women and men to replace them. The promise of a fair retirement helps keep California's public workforce strong.

Additionally, CalPERS' investments benefit California's private sector economy. In 2018, we invested more than \$30 billion throughout the state, supporting more than 266,000 jobs and laying the groundwork for future economic growth and job creation. It's another way that California's public sector strengthens what is today the world's fifth largest economy.

As we head into 2019, CalPERS remains committed to keeping its promise of a secure retirement to California's public-sector employees.

A sound pension system is important to the fabric of our state. When public servants retire, the last thing they should have to worry about is whether they will receive the pension that they have rightly earned.

—
Editor's Note: Marcie Frost is the chief executive officer of CalPERS, the largest public pension fund in the United States, serving more than 1.9 million members in the retirement system and administering health benefits for 1.5 million members and their families.

'PG&E Has Done It Again': Judge Slams Company's Wildfire Safety Standards

BY: [Tribune News Service](#) | January 31, 2019

By J.D. Morris and Bob Egelko

A federal judge cast doubt Wednesday on whether Pacific Gas and Electric Co. is upholding its duty to prevent its power lines from causing catastrophic wildfires and questioned whether the state is properly regulating the beleaguered and bankrupt utility.

U.S. District Judge William Alsup is considering imposing a series of fire-prevention requirements on PG&E, including mandates that the utility inspect and rate the safety of all its power lines in the coming months, turn off power at times of fire risk and dramatically step up its tree trimming.

His scrutiny came the day after PG&E lawyers appeared in the same San Francisco courthouse to begin hashing out the details of its filing for bankruptcy protection, highlighting the legal and financial pressures the company is facing after being blamed for two seasons of deadly wildfires.

At a sometimes tense hearing to consider his proposal, which PG&E has said is infeasible, Alsup characterized the fires as an urgent crisis demanding action from PG&E.

"Will we be seeing headlines: 'PG&E has done it again?'" Alsup asked of the 2019 fire season. "Started another fire and some other town burned down because you didn't turn the power off or you didn't cut the trees?"

Alsup is overseeing PG&E's probation arising out of the 2010 San Bruno pipeline blast and has introduced the fire prevention proposal as he considers whether the utility's role in recent fires violated the terms of its probation.

Alsup opted not to rule on his sweeping fire plan, though he found the utility has already violated its probation because of a reporting issue involving a 2017 fire.

He ordered PG&E to send him a copy of a wildfire mitigation plan it has to submit to state regulators by next Wednesday.

In stark terms, the judge outlined the historic levels of death and destruction caused by 2017 fires the state has blamed on PG&E -- and other fires still under investigation -- and suggested the utility can be doing much more.

"Why is it PG&E says, 'Safety is our No. 1 thing' -- I heard it all the time, 'safety, safety, safety,' but it's not really true," Alsup said.

The utility's legal team argued that the company is continuing to take meaningful steps to improve its fire prevention work but said progress is constrained by a number of factors, including a lack of qualified tree trimmers to do the work on the scale and fast timeline Alsup imagined.

"The people don't exist," said PG&E attorney Kevin Orsini. "There aren't enough qualified tree trimmers in the country" to condense several years of vegetation management into a few months, he said.

Orsini also appeared contrite at times, telling the judge at one point that PG&E "understands and accepts that it has a credibility problem." Later, he said "the PG&E that exists today" is different from how the company was in the years when the San Bruno blast happened and when the Wine Country fires burned in 2017. The company knows it must still "fundamentally change," Orsini said.

John Simon, the interim CEO of PG&E, told the judge that he had "listened carefully." The company said in a statement afterward that it "shares the court's commitment to safety and agrees with the urgency that we all have to work together to reduce the risk of wildfire."

One possible remedy Alsup cited was enforcement of a state law that requires electric utilities that operate in forests, brushlands or grass-covered lands to maintain a safe distance between their lines and any trees or vegetation during times of fire danger.

The law requires separation of 4 to 10 feet between trees and power lines, depending on the voltage of the line, and removal of any dead or weakened trees or limbs, or any that are "leaning toward the line ... or may fall on the line."

When Orsini said the state Public Utilities Commission had not interpreted the law to require removal of all overhanging branches, the judge replied that the law is enforced not by the commission but by Cal Fire -- the California Department of Forestry and Fire Protection -- and said the state commission lacks "authority to water down" the statute.

Later in the hearing, Matthew Reischman, a Cal Fire assistant deputy director, indicated that the law sets different clearance requirements for low- and high-voltage lines. But he stopped short of giving a definitive interpretation of the law, and Alsup then told Cal Fire and the state attorney general's office to provide such an interpretation at a later date.

The hearing also examined the issue of preventive power shutoffs, a fire prevention tool used for years by San Diego Gas & Electric but one PG&E only began to implement after the devastating 2017 fires. The judge took great interest in San Diego's program, which was explained to him by attorney Frank Pitre, who has sued PG&E over the San Bruno blast as well as 2017 fires and the 2018 Camp Fire.

Pitre said San Diego-style power shutoffs are a necessary "stopgap" while PG&E works to address its risk-management failures, which he called the "real cancer."

"There are serious problems in the way PG&E conducts its risk-management activities," Pitre told Alsup.

California Public Utilities Commission attorney Christine Hammond also encountered skeptical questioning from Alsup, who has made it clear he believes the agency has been too lax.

"How did it happen that so many fires occurred under your regulation?" he asked Hammond. When she replied that the commission is still investigating the extent of PG&E's responsibility for the fires of 2017 and 2018, Alsup said, "We still don't know what you think about fires almost two years ago."

While putting off a decision on whether to impose stricter safety standards, Alsup said he had several options, including mandatory trimming or removal of trees and limbs at any distance above power lines, and a short-term electricity shutdown program modeled on the San Diego utility's.

"One simple thing would just be to say that PG&E shall not start another fire," the judge said. "But maybe that's too simple."

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What does PG&E's bankruptcy cost CalPERS, CalSTRS? | The Sacramento Bee

By Wes Venteicher

Nobody is happy about [PG&E's bankruptcy filing](#), but California's two biggest public pension systems are positioned to absorb losses on the utility's stock without major repercussions.

That's because the pension funds' multi-million dollar investments in PG&E are tiny fractions of the portfolios that CalPERS and CalSTRS control.

Pacific Gas & Electric Co. and parent company PG&E Corp. filed for bankruptcy Tuesday, citing more than \$30 billion in potential exposure from northern California wildfires in 2017 and 2018. Earlier this month, S&P downgraded PG&E Corp.'s credit rating to junk status.

The California Public Employees' Retirement System, which manages about \$350 billion in investments, owned about 1.8 million shares of PG&E Corp. at the end of November, according to the latest figures available from the fund. At the time, the shares were worth about \$47 million. CalPERS also owned Pacific Gas and Electric Co. securities worth about \$35 million, according to the fund.

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The value of CalPERS' stock shows that PG&E has already taken a serious hit. In June 2016, CalPERS estimated that its PG&E stock was worth \$122.7 million.

"CalPERS is aware of PG&E's bankruptcy filing and will continue to monitor the situation as it progresses," spokeswoman Megan White said in a statement.

The California State Teachers' Retirement System, with a market value of about \$215 billion, owned about 960,000 shares of PG&E stock as of the end of December, the fund's latest available figures. At the time, the stocks' total worth was about \$23 million.

"That's a drop in the bucket in that portfolio," said Nari Rhee, director of UC Berkeley's retirement security program.

CalSTRS owned PG&E securities worth about \$9.7 million.

Both funds take a passive, long-term approach to investing, holding stocks in indexes of companies in the U.S. and around the world.

CalSTRS spokesman Michael Sicilia said the fund is a passive index made up of stock from the 3,000 largest U.S. companies, so a PG&E bankruptcy wouldn't necessarily prompt it to take action.

"We don't buy and sell based on whether a stock is going up or down, but rather rebalance our entire portfolio periodically," Sicilia said in an email.

Could one environmental document cover all fire safety projects? State hopes so

SACRAMENTO — The state hopes to have an environmental document approved by the end of the year that could substantially increase the speed and double the scale of vegetation removal for fire safety and forest health.

Cal Fire and the Board of Forestry and Fire Protection are preparing what's called a program environmental impact report. It would consider all the separate fire safety vegetation treatment projects in the state to be parts of a single larger program. That would allow a single EIR — or in this case a PEIR — to satisfy California Environmental Quality Act requirements for all the separate projects.

The board said such an approach is allowed if the separate projects are all similar.

Currently, each individual project has to pass CEQA muster separately, a process that's time consuming and expensive. In a letter to the Board of Forestry, Butte County Fire Safe Council Executive Director Calli-Jane DeAnda said a project can take three years to go through the EIR process, and that the cost of preparing the necessary documents has risen to 10-15 percent of project costs.

"In the case of a small 45-acre project, the EIR costs alone could be \$45,000," she wrote.

What the PEIR seeks to do is lay out environmentally sound ways of increasing fire safety using processes including prescribed fire, hand crew clearing, mechanical clearing, targeted grazing and targeted herbicide use, in the variety of natural landscapes in California.

Then, if a project were proposed in one of those landscapes that followed the approved techniques for that landscape, environmental approval would not require a separate EIR.

"It would be more on the lines of a checklist scenario," said Matt Dias, executive director of the Board of Forestry. He said that some projects may need additional studies to satisfy CEQA in the event of special conditions like a rare biological community or cultural sites.

But he said the simpler and quicker approach would be the rule "where appropriate. Where it's not, there'd be more review."

"The intention is to allow as many projects as possible to fall within the mother document."

Dias stressed that the effort was just for non-commercial fire safety and forest health projects. "It's not logging. That has a commercial connotation. This is not that."

The process has been underway for a long time, part of comprehensive fire prevention strategy approved by the Board of Forestry in 2010. A preliminary PEIR is on the board's website at <https://tinyurl.com/vtppeir>.

However, Board of Forestry Chairman Keith Gillless and Cal Fire Director Thom Porter held a press conference Tuesday on the state Capitol steps to announce the push to prepare the final PEIR.

Increasingly destructive fires have made it necessary to expand the amount of work done on the landscape they said. The PEIR would be a tool to allow doubling of the amount of land treated each year, said Porter, to a half-million acres a year.

The federal government has the same target, he said. That's out of 31 million acres where the state and federal governments have fire protection responsibilities.

He said improving forest health is another goal. California's ecologies evolved to live with inevitable fire, "and we've kept fire out."

Both agreed that it wasn't a complete solution to California's fire danger.

Gillless called it "one arrow in the quiver," and that zoning, hardening of structures against fire, and transportation planning all had to be part of a solution.

"If we take all the arrows in the quiver ..." he said, "we can live in significantly greater harmony with the natural hazards we face as Californians, while still protecting the environment we love."

There are opponents to the proposal, with rejection of the idea that a single program could cover the entire state a common complaint. Others are concerned about impacts to specific ecological communities, cumulative effects, and there are worries about all the things that can grow wrong.

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Climate change should tamp down California's wildfire-fanning Santa Ana winds, study finds



Flames and smoke engulf palm trees in Ventura during the Thomas fire on Dec. 5, 2017. (Marcus Yam / Los Angeles Times)



By **Joshua Emerson Smith**

JANUARY 31, 2019, 10:30 AM

Scientists have warned that California should brace for more wildfire as global warming drives longer bouts of hot and dry weather.

Now researchers at [UC San Diego's Scripps Institution of Oceanography](#) have found a positive trend when it comes to Southern California's battle against destructive blazes.

Santa Ana winds — which routinely whip up walls of flame through brush-covered hillsides — are likely to be tempered in coming decades as a result of climate change, according to a paper published Wednesday in the journal *Geophysical Research Letters*.

According to the study summarized by the paper, Santa Ana winds will become about 18% less frequent toward the end of the century if climate change continues unabated.

"For fire, at least this element that determines risk carries some good news," said Sasha Gershunov, a research meteorologist at Scripps and co-author of the report.

The study predicts that the rate of such strong wind events will decrease specifically in the fall and spring.

... nearly cut in half in September and October by midcentury, according to the study.

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"In order to understand changes in future wildfire risk you have to take all of the ingredients," he said. "It's not clear which way the risk is changing, but the thing that seems clear is that we're looking at a later wildfire season."

The authors said it's important for researchers to include the effects of climate change on the Santa Anas when modeling long-term trends in wildfire.

"These changes in Santa Ana winds add important detail to the expectation of drier and warmer conditions in the future, which is crucial to have a better understanding of changes in our regional climate," Janin Guzman-Morales, the lead author of the study and a postdoctoral student at Scripps, said in a statement.

Santa Ana winds in the middle of winter, at their peak, are not expected to be as significantly disrupted, according to the study.

Noah Diffenbaugh, an earth science professor at Stanford, said the findings were an important contribution to understanding wildfire risk in California.

However, he said the result didn't assuage his concerns about climate change's potential to drive dangerous conflagrations.

"I don't see a sufficient reduction of winds to override the wildfire risks from warming," he said. "It's clear that the warming itself has already substantially increased wildfire risk."

Santa Ana winds start when cold air collects in the Great Basin of Nevada and Utah. If a high-pressure system blows that cool air west, the colder and thus heavier air rushes down the mountains to the warmer Pacific Coast at considerable speed.

Climate change will make those cold-air conditions less frequent, while also disrupting easterly winds, according to the study.

The dry gusts are a reversal of the more common winds that blow east, carrying moisture, and they bring warmer weather and clear skies in winter months.

They can also knock down trees and kick up particulate matter that triggers allergies.

According to records kept by the California Department of Forestry and Fire Protection, the state's most devastating and deadly conflagrations have overwhelmingly resulted from wind-driven blazes fanning flames through grassland and chaparral systems.

For example, the largest fire in Southern California history, the Thomas fire, occurred in December 2017 when back-to-back Santa Ana wind events blew flames through Santa Barbara and Ventura counties, destroying more than a thousand structures.

The Scripps study found that while such consecutive wildfire events will be somewhat less likely in the future, the risk will continue, especially in December.

Smith writes for the San Diego Union-Tribune.

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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.

CPUC Proceedings of Note: PG&E Restructuring, Undergrounding and Wildfire Mitigation

Pacific Gas and Electric's announcement that it intends to file for bankruptcy by the end of January will have a significant impact on public agencies. The California Public Utilities Commission recently began an investigation into PG&E restructuring, as well as other important rulemakings that directly affect local governments. Cities, counties, joint powers authorities and special districts should strongly consider getting involved in the proceedings.

PG&E Bankruptcy & Restructuring

PG&E continues to encounter regulatory and financial difficulties related to its safety record on both gas and electric services well after the San Bruno gas pipeline explosion, which resulted in massive CPUC-imposed fines and federal felony convictions against PG&E. There is widespread criticism and massive potential liability arising out of wildfires allegedly linked to PG&E's facilities and infrastructure. In addition, the CPUC's Safety Division has alleged that PG&E deliberately falsified gas pipeline mapping mandated by the CPUC.

Today, PG&E announced that it intends to file for bankruptcy protection by the end of the month, citing potential wildfire liabilities of approximately \$30 billion, with only \$1.4 billion in wildfire insurance. Since fall 2017, PG&E's stock has lost more than three quarters of its value due to growing wildfire liability concerns. PG&E's bankruptcy will be complex and must address the competing interests of fire victims, creditors, customers and energy providers.

PG&E's bankruptcy announcement is another in a string of inauspicious events for the troubled utility. The bankruptcy announcement came just a day after PG&E's CEO, Geisha Williams, exited the company. On Jan. 8, PG&E announced the sudden "retirement" of three officers directly in charge of the electric system. The next day, Moody's downgraded PG&E's credit rating, citing a challenging environment for the utility as potential liabilities grow, liquidity reserves decline and access to capital becomes more uncertain. Multiple [media outlets recently reported](#) that PG&E was exploring the sale of its natural gas division in the spring to avoid bankruptcy. However, PG&E's natural gas assets only account for between 20 and 30 percent of the company and it is not clear that it had a buyer lined up or that the sale would net enough to stave off bankruptcy.

In December, the CPUC announced it is evaluating PG&E's corporate governance, structure and operations. Regulators are concerned that recurring safety problems at PG&E indicate a deep and systemic problem with the company's safety culture that requires unprecedented reform. The CPUC is considering splitting the gas and electric distribution and transmission divisions into separate companies, converting the company into a group of regional subsidiaries or municipal utilities, and replacing PG&E leadership.

The CPUC will also evaluate whether PG&E should transition into a “wires-only company” that only provides electric distribution and transmission services and, if so, what entities should provide generation services in PG&E’s absence.

PG&E restructuring is of significant concern to Northern California Community Choice Aggregators and other communities that may consider forming municipal utilities to provide residents with retail electricity while maintaining local control. PG&E and other investor-owned utilities may also attempt to move a significant portion of their wildfire liabilities to ratepayers and CCAs. PG&E is expected to make initial filings with the CPUC in its restructuring investigation by Jan. 16, with opening comments from other stakeholders filed by Jan. 30.

Utility Undergrounding Programs – Rule 20

The CPUC is considering revisions to the Electric Rule 20 utility undergrounding programs of IOUs. This multi-phase proceeding is examining Rule 20 funding allocations, trading credits among municipalities, changes to IOU undergrounding tariffs, contracts between cities and IOUs, and program restructuring.

Dozens of communities throughout the State have active undergrounding programs, while others have programs that are dormant, but can become active or can trade unused undergrounding credits to other cities. This proceeding provides municipalities with an important opportunity to influence a topic rarely considered by the CPUC. The administrative law judge overseeing this matter issued a memo outlining the scope of the rulemaking in November, with initial stakeholder proposals expected in mid-January.

SB 901 Wildfire Mitigation Plans & De-Energization of Power Lines

Catastrophic wildfires linked to utility infrastructure pose a grave and enduring threat to local communities. The Legislature recently passed SB901, which requires all IOUs to adopt preventive strategies and develop mitigation programs that minimize the risk of its electrical lines and equipment, while considering the dynamic effects of climate change. SB901 also requires the CPUC to consider appropriate procedures for notifying customers who may be impacted by the de-energization of electrical lines. These procedures must prioritize communications with critical first responders, health care facilities and telecommunications infrastructure operators.

To implement SB901, the CPUC began three proceedings:

Wildfire mitigation and de-energization procedures are of paramount concern to California communities that face heightened wildfire risk and challenges integrating potential de-energization events into their disaster response preparedness programs.

Best Best & Krieger LLP attorneys represent CCAs and municipalities before the CPUC, and previously provided assistance to cities and other stakeholders during PG&E’s prior bankruptcy and restructuring. If you have any questions

about how these proceedings at the CPUC may impact your agency or project, please contact the authors of this Legal Alert listed to the right in the firm's [Municipal Law](#) practice group, or your [BB&K attorney](#).

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New California Governor Aims to Cut CalPERS, CalSTRS Debt | Chief Investment Officer

By Randy Diamond

California's new governor, Gavin Newsom, proposes giving an extra \$4.1 billion in his budget to reduce the almost \$250 billion combined unfunded liability of the two largest US pension plans, the California Public Employees' Retirement System (CalPERS) and the California State Teachers' Retirement System (CalSTRS).

In addition, Newsom put in the budget that would start July 1 an additional \$3 billion to school districts to reduce the money they pay to fund CalSTRS, the educators' pension system.

Newsom's first state budget gives directly to CalPERS an extra \$3 billion on top of the state's \$6.2 billion required contribution for the 2019-2020 budget year, and CalSTRS an extra \$1.1 billion above the state's required \$3.3 billion contribution.

"We are investing an historic amount and doing what no previous governor has done on PERS and STRS," Newsom said at a news conference on January 11.

Both officials of CalPERS and CalSTRS praised Newsom's plan, which uses part of California's more than \$20 billion budget surplus to pay off the unfunded liability. In reality, however, it will only make a small dent without additional action.

A confidential CalPERS memo, obtained by CIO, shows that the pension system estimates that the additional \$3 billion from the state will reduce the pension system's overall unfunded liability by 0.5% to 0.8%. CalPERS is estimated to be 71% funded. Its unfunded liabilities were calculated at \$138.8 billion as of June 30, 2017.

The California state portion of that unfunded liability amounts to \$58.7 billion. The confidential memo does show that the additional dollars from Newsom's budget will mean the state's portion of the unfunded liability would be reduced by a larger 1.5%.

The state's extra payment won't impact the more than \$70 billion unfunded liability combined for school districts, cities, towns, counties, special districts, and other public agencies whose employees receive their pension benefits from CalPERS, the largest US pension plan.

The number of public agencies covered by CalPERS is staggering, including 451 cities and towns, 37 counties, and 1,029 special districts.

“While we applaud Gov. Newsom for recognizing there is a challenge and paying down the state’s portion of the CalPERS debt, it does nothing to help the fiscal sustainability of California cities,” Dane Hutchings, legislative representative/ federal policy liaison of the California League of Cities, told CIO.

Hutchings said many California municipalities will be facing layoffs, which would result in a reduction of services, to meet increasing CalPERS bills to cover pension benefits.

A California League of Cities study in January 2018 said rising costs to pay CalPERS would require cities over the next seven years to nearly double the contributions from their general fund to the pension system. “For many cities, pension costs will dramatically increase to unsustainable levels,” it said.

For some California cities, 50% of their payroll costs for public safety officers are already going to CalPERS to pay for pension benefits for those employees.

CalPERS never fully recovered from massive losses during the financial crisis, which saw its portfolio drop in value by around 25%, but a new wrinkle is that the pension plan has dropped its expected rate of return to 7% from 7.5%. This means that municipalities must pay more in contributions to make up for the increase in unfunded liabilities from the new investment assumptions.

Furthermore, CalPERS’s own investment consultants have concluded that the pension plan on average can only make slightly above 6% a year for the next decade, meaning that the system’s unfunded liability could get even worse in the next few years.

The CalPERS rate increases for cities and towns start in July.

School districts fare better under the Newsom plan; they get a direct break from their CalSTRS bills because the \$3 billion would go directly to them.

The districts would see \$700 million to reduce their payments to CalSTRS in the next two budget years that would be applied to buy down their rising payments to the teachers’ pension system. For the next budget starting July 1, the governor’s office estimates that school districts would pay 17.1% of each teacher’s wage toward pension costs instead of 18.13%. In the 2020-2021 budget year, the new rate would be 18.1% instead of 19.1%

The rest of the \$2.3 billion would be used to pay down school districts’ payments to CalSTRS by 0.5% in budget years 2021-2022 and beyond, saving school systems \$6.9 billion over 30 years, according to a state department of finance estimate.

CalSTRS’s June 30, 2017, actuarial valuation, released in May 2018, said the pension plan was 62.6% funded with an unfunded liability of \$107.3 billion. CalSTRS is the second-largest US pension plan.

School district contributions to CalSTRS have more than doubled since 2015 after state lawmakers approved a bailout plan. The pension system had been expected to run out of money by 2046. The increased payments by school districts are part of the plan to bring CalSTRS to 100% funding, also by 2046.

Under the CalSTRS funding plan, school districts' payment for pension costs per teacher cannot exceed 20.25% of payroll.

Derick Lennox, legislative counsel to the Small School Districts Association, said the Newsom plan was a first step in the right direction.

"Basically, the governor is tackling in his very first budget, the No. 1 cost driver for schools, which are pension cost increases," Lennox said. "He deserves a lot of credit for taking on one of California's unsexy issues."

Lennox said school districts still have long-term issues, however, with rising pension costs, issues they hope to raise with the governor.

Newsom's plan also makes a \$1.1 billion extra contribution to reduce the state's own \$35.3 billion unfunded liability to CalSTRS in the coming budget year. It also proposes that extra contributions totaling another \$1.8 billion be made in the next three budget years, assuming the availability of funds.

The budget still needs to be approved by state lawmakers, but it is not anticipated that the Democratic governor will have an issue in getting his plan passed by the state Assembly and the state Senate, both of which are controlled by Democrats. The new budget would run from July 1, 2018, through June 30, 2019.

Stanford Professor Joe Nation, the project director of the university's pension tracker project, said the governor's plan to cut the unfunded liabilities of CalPERS and CalSTRS, is "very smart politically."

Nation said there was concern that Newsom was going to spend aggressively with funding for new programs, but he has instead put 60% of the surplus towards reducing pension and other state debt, showing that he is taking a long view to responsible management of the state's finances.

Tags: [California League of Cities](#), [CalPERS](#), [funded status](#), [Gavin Newsom](#), [pension](#)

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

TO: BOARD OF DIRECTORS
FROM: STEPHEN ABBOTT, FIRE CHIEF/CEO
DATE: FEBRUARY 26, 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: FEBRUARY 26, 2019
SUBJECT: CLOSED SESSION

CS-1. There are no Closed Sessions Items for the February 26, 2019 Board Meeting.

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