

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 LEUVANO
KENNETH E. MUNSON
KATHLEEN THUNER

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

TO: BOARD OF DIRECTORS
FROM: STEPHEN ABBOTT, FIRE CHIEF/CEO
SUBJECT: BOARD MEETING PACKAGE
DATE: March 1, 2017

Enclosed is your Board package for the Regular Board Meeting, **previously rescheduled for March 1, 2017**. 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 **Wednesday, March 1, 2017**, 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 WEDNESDAY, MARCH 1, 2017 5:00 p.m.

CALL TO ORDER
ROLL CALL
INVOCATION
PLEDGE OF ALLEGIANCE

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.

1. **PUBLIC COMMENT — PRESIDENT MUNSON** (pgs. 1-2)
➤ Standing Item: Members of the Public may directly address the Board of Directors on items of interest to the Public provided no action will be taken on non-agenda items. The Board President may limit comments to three minutes per speaker (Board of Directors Operations Policy § 4.7.2.1.2.).
2. **EMPLOYEE SWEARING-IN AND BADGE PINNING CEREMONY — CHIEF ABBOTT** (pgs. 3-6)
➤ Recurring Item: Swearing-in and Badge Pinning Ceremony for newly hired individuals.
3. **FOURTH QUARTER 2016 AWARDS FOR BOARD RECOGNITION PROGRAM — CHIEF ABBOTT AND B/S STEPHEN-PORTER** (pgs. 7-18)
➤ QUARTERLY ITEM: Recognize employees selected for their efforts in the Fourth Quarter 2016.

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.

4. **APPROVE REGULAR BOARD MEETING MINUTES, JANUARY 2017** (pgs. 19-26)
➤ STANDING ITEM: Review and approve Minutes from January meeting as presented.
5. **REVIEW AND ACCEPT FINANCIAL REPORT FOR JANUARY 2017** (pgs. 27-44)
➤ STANDING ITEM: Review and Accept Financial Report for January as presented.
6. **REVIEW AND ACCEPT POLICIES & PROCEDURES** (pgs. 45-46)
➤ STANDING ITEM: None.
7. **REVIEW AND ACCEPT ANNUAL EMERGENCY STATISTICS** (pgs. 47-52)
➤ ANNUAL ITEM: Review and accept Annual Report showing 6% increase in emergency activity in 2016, with the highest percentage of the calls (68%) for service being for emergency medical service.

ACTION ITEMS:

All items listed under the Action Items Agenda will be presented and discussed prior to the Board taking action on any matter. Time Certain Items will commence precisely at the time announced in the Agenda.

8. **REVIEW AND RECOMMEND NOMINATIONS FOR CSDA BOARD OF DIRECTORS — CHIEF ABBOTT** (pgs. 53-58)
➤ Annual Event: Review options for making a nomination to the CSDA Board. Southern Region, Seat C.

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

MARCH 1, 2017

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9. **REVIEW AND APPROVE RESOLUTION 2017-02 AND AUTHORIZE DISTRICT STAFF TO EXECUTE GRANT DOCUMENTS — CHIEF ABBOTT** (pgs. 59-96)
- *New Event:* Review and approve Resolution 2017-02 making necessary written authorization and Grant assurances to participate in UASI Program and authorize District Staff to execute necessary documents to receive Grant.
10. **REVIEW AND APPROVE LEASE PURCHASE AGREEMENT FOR NEW AMBULANCE PURCHASE, APPROVE RESOLUTION 2017-03 CERTIFYING APPROVAL OF MASTER EQUIPMENT LEASE PURCHASE AGREEMENT — DFM MAROVICH AND CHIEF ABBOTT** (pgs. 97-128)
- *New Event:* Review and approve expenditure of \$228,710.85 toward lease/purchase of new ambulance; approve Resolution 2017-03 certifying the Lease Agreement and authorizing District Staff to execute necessary documents.

DISCUSSION AGENDA

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

11. **FOLLOW-UP ON CSDA SPECIAL DISTRICT LEADERSHIP ACADEMY — CHIEF ABBOTT** (pgs. 129-32)
- *New Event:* Discussion of CSDA SDLA educational event and impact to District.

STANDING DISCUSSION EVENTS: All Events listed under the Standing Discussion Events are items presented every meeting.

- **LEGAL COUNSEL REPORT:** (pgs. 133-34)
"Workers Win Rest Break Ruling – State Supreme Court Rules that Employers Cannot Call or Text"
- **WRITTEN COMMUNICATION:** (pgs. 135-44)
- BOARD RECOGNITION PROGRAM
- **NEWS ARTICLES:** As attached. (pgs. 145-192)
- **COMMENTS/QUESTIONS:** (pgs. 193-94)
- **STAFF:**
 - Chief Abbott
 - Other Staff
- **BOARD**
- **BARGAINING GROUPS**
- **PUBLIC COMMENT**

CLOSED SESSION

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

- CS-1. **ANNOUNCEMENT — PRESIDENT MUNSON** (pgs. 195-96)
- An announcement regarding the items to be discussed in Closed Session will be made prior to the commencement of Closed Session.
- CS-2. **CONFERENCE WITH REAL PROPERTY NEGOTIATOR — GOVERNMENT CODE § 54956.8 — CHIEF ABBOTT:**
- PROPERTY LOCATION: 330 S. Main Avenue, Fallbrook, CA 92028;
PARTIES: North County Fire Protection District (Purchaser) & Ian Forsythe (Seller);
UNDER NEGOTIATION: Terms of Purchase;
DISTRICT NEGOTIATORS: Chief Abbott, District Counsel James



AGENDA FOR REGULAR BOARD MEETING

MARCH 1, 2017

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- CS-3. **CONFERENCE WITH LABOR NEGOTIATOR – GOVERNMENT CODE § 54957.6 — Management Group Negotiations – Chief Abbott**
➤ NCFPD MANAGEMENT GROUP DISTRICT NEGOTIATORS:
CHIEF ABBOTT , DISTRICT COUNSEL JAMES
- CS-4. **CONFERENCE WITH LABOR NEGOTIATOR – GOVERNMENT CODE § 54957.6 — Non-Safety Group Negotiations – Chief Abbott**
➤ FFA NON-SAFETY GROUP NEGOTIATORS DISTRICT NEGOTIATORS:
CHIEF ABBOTT , DISTRICT COUNSEL JAMES
- CS-5. **CONFERENCE WITH LABOR NEGOTIATOR – GOVERNMENT CODE § 54957.6 — Safety Group Negotiations – Chief Abbott**
➤ FFA SAFETY GROUP NEGOTIATORS DISTRICT NEGOTIATORS:
CHIEF ABBOTT , DISTRICT COUNSEL JAMES
- CS-6. **CONFERENCE WITH LABOR NEGOTIATOR – GOVERNMENT CODE § 54957.6 — Unrepresented Individual – Chief Abbott**
➤ BOARD SECRETARY/EXECUTIVE ASSISTANT DISTRICT NEGOTIATOR:
CHIEF ABBOTT , DISTRICT COUNSEL JAMES
- CS-7. **CONFERENCE WITH LABOR NEGOTIATOR – GOVERNMENT CODE § 54957.6 — Unrepresented Individual – District Counsel James**
➤ FIRE CHIEF/CEO DISTRICT NEGOTIATOR:
DISTRICT COUNSEL JAMES
- CS-8. **REPORT FROM CLOSED SESSION — PRESIDENT MUNSON**

ADJOURNMENT

SCHEDULED MEETINGS

The next regularly scheduled Board meeting is: Tuesday, March 28, 2017, 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.ncfireprotectiondistrict.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.ncfireprotectiondistrict.org>, subject to the Staff's ability to post the documents before the meeting. The date of posting was February 24, 2017."

Board Secretary Loren Stephen-Porter:

Loren A. Stephen-Porter

Date: February 24, 2017



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

TO: BOARD OF DIRECTORS
FROM: STEPHEN ABBOTT, FIRE CHIEF/CEO
DATE: MARCH 1, 2017
SUBJECT: PUBLIC COMMENT

PUBLIC COMMENT:

1. *Members of the Public may directly address the Board of Directors on items of interest to the Public provided no action will be taken on non-agenda items. The Board President may limit comments to three minutes per speaker (Board of Directors Operations Policy § 4.7.2.1.2).*

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**NORTH COUNTY FIRE
PROTECTION DISTRICT
ADMINISTRATION**

TO: BOARD OF DIRECTORS
FROM: CHIEF ABBOTT AND DEPUTY CHIEF MAROVICH
DATE: MARCH 1, 2017
SUBJECT: BADGE PINNING CEREMONY

PUBLIC ACTIVITIES AGENDA

BACKGROUND:

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

DISCUSSION:

The following individuals will be present during the March 1, 2017, 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 as new hires:

Montana Dye	Firefighter/Paramedic
Robert Castellano	Apprentice Firefighter
Enrique Jacobo	Apprentice Firefighter
Grant Medica	Apprentice Firefighter
Christopher Pena	Apprentice Firefighter
Nicholas Tusa	Apprentice Firefighter

Montana Dye

Montana Dye was born and raised in Glendora Ca, raised by his parents along side his two older sisters. Montana graduated from Glendora High School in 2003 where he was a scholar student and varsity athlete in baseball and football. Montana furthered his baseball career at Saddleback Jr. College where he was named all conference and helped win the only State Championship in 2004. He then accepted an athletic scholarship to Sacramento State University in 2005 and 2006. At Sacramento, Montana was named to the All-Conference team as an outfielder and finished his bachelor's degree in 2008. After graduation, the NCAA awarded Montana with a full ride scholarship to attend graduate school. Montana graduated with his Master's degree in 2010.

BADGE PINNING CEREMONY
MARCH 1, 2017
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Since graduation, Montana has worked within the private and corporate sector in multiple capacities including sales, education, kinesiology, movement science, anatomy and physiology.

Montana's love for the human body, team atmosphere, hard work and a commitment to development drove him into the fire service.

Montana has spent the past 4 years within the fire service spending his time with Monterey County Fire since 2012. Montana finished his FF1 and paramedic license in 2014 and has been a full-time Firefighter Paramedic for the past 14 months prior to moving to Southern California.

Montana enjoys spending his time with family, fishing, hunting, camping and being outside. Montana has been married for the past 4 years to his beautiful wife Samantha. They have a 2-year-old son named Maverick and 2 female Labradors, Minnie and Daisy.

Robert Castellano

Bobby Castellano, 27 years old, grew up in Vista Ca. He comes from a very loving and supportive family. He played baseball at Saddleback College where he graduated with an AA Degree in liberal studies. His hobbies include golfing, surfing, snowboarding, dirt biking, and fishing any activity under the sun. Bobby has been an EMT and Rainbow Volunteer for the past two-years.

Enrique Jacobo

Enrique Jacobo is 23 years old currently attends Palomar College where he is working on his associates in fire technology. Enrique worked at Americare ambulance and volunteered at Rainbow volunteer Fire Department. Enrique also volunteers his time to coach freshman wrestling at Vista high school when his schedule permits. Today his two parents Jose and Clara and his sister Yuridiana accompany him.

Grant Medica

Grant Medica 25 years old and has lived in Carlsbad for the last 11 years. Grant loves to surf, snowboard, go camping and spend time with his family, friends and his girlfriend Lauren. He worked for Rainbow Volunteer Fire Department for 2 1/2 years and while he was there was the new hire academy coordinator for the departments 2015 hire group. During this last summer, he worked for United States Forest Service in Klamath National Forest on a fire engine as well as on a Hotshot crew. Grant graduated from Palomar Colleges 46th Fire Academy two years ago and will finish his degree in Fire Technology and Emergency Management this summer.

BADGE PINNING CEREMONY
MARCH 1, 2017
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Christopher Pena

Chris is 25 years old, was born and raised in San Diego County. After completing all courses in order to obtain a degree in Fire Technology, Chris completed his EMS courses and graduated 50th Fire Academy at Palomar College. Chris has also been a Volunteer Firefighter within the district for 2 years before obtaining the Reserve Firefighter position with North County Fire. In his free time, he enjoys traveling in the mountains, hiking, fishing, and doing anything to stay active.

Nicholas Tusa

Nick is 28 years old and originally from Murrieta, CA. He graduated from the University of California Santa Barbara in 2010. He worked in public relations and marketing for the film and action sports industries, and afterwards worked as a k-12 teacher. He recently graduated Palomar Junior College's 50th Basic Fire Academy and hopes to attend paramedic school soon. Nick has degrees in Sociology, Communications, and Fire Science. He loves being outdoors, surfing, camping, rock climbing, spicy food and going to the movies.

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

TO: BOARD OF DIRECTORS
FROM: STEPHEN ABBOTT, FIRE CHIEF/CEO AND B/S STEPHEN-PORTER
DATE: MARCH 1, 2017
SUBJECT: EMPLOYEE RECOGNITION PROGRAM REPORT

ACTION AGENDA

RECOMMENDATION:

Staff recommends the Board recognize the individuals selected to be recognized for their efforts during the Fourth Quarter of 2016.

BACKGROUND:

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

FOURTH QUARTER RECOGNITION - SELECTION OF INDIVIDUALS:

For the Fourth Quarter of 2016, the Board received information on the following individuals/crews for their outstanding efforts:

- **OCTOBER 23, 2016 – EMAIL OF EXPLORER POST RECOGNITION:**
Recognition of Explorer Post and Staff for the following awards:
 - ◆ North County Fire Protection District recognized as 2016 National Exploring Journey to Excellence "Gold" level post
 - ◆ Explorer of the Year – Elijah Roque
 - ◆ Advisor of the Year – Captain John Choi (and also Advisor Hager)
 - ◆ Career Achievement Awards – Garret Mertz and Dylan Walker
 - ◆ Special Recognition for Post Leadership – Shane Rees
- **OCTOBER 22, 2016 – EMAIL OF RECOGNITION:**
FF/PM Klayton Symmes for receiving meritorious service award from City of San Diego for lifesaving treatment of police officer.
- **FIRE PREVENTION WEEK AND OPEN HOUSE RECOGNITION:**

FPS Gregg Holdridge	FF/PM Rob Hager
Engineer Sam Russell	FPS James Beebe

- **SEPTEMBER 24, 2016 FACEBOOK POSTING OF BIRTHDAY CELEBRATION:**
Engine 1111:

Captain Berry
Engineer Quinn
FF/PM Rivera
Reserve Cain
Reserve Espinoza
Intern Puccio

- **SEPTEMBER 22, 2016 FACEBOOK POSTING OF BIRTHDAY CELEBRATION:**
Engine 1111:

Captain Fieri
Engineer Harrington
FF/PM Hager
Reserve Rameriz
Reserve Symmes
Internal Michel

FISCAL ANALYSIS:

These awards are in keeping with budgetary standards.

SUMMARY:

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

Stephen-Porter, Loren

From: McReynolds, Keith
Sent: Sunday, October 23, 2016 20:11
To: NCFD
Subject: Explorer Post Recognition
Attachments: 6012.jpg

Good evening NCF,

On October 17th, The San Diego and Imperial County Explorers Award Banquet was held on Coronado Island. This event bring hundreds of people together from the fire and law enforcement communities to recognize the hard work of those involved in area explorer programs. At the event, our NCF Explorer Post 2740 was recognized as a *2016 National Exploring Journey to Excellence "Gold"* level post. This award means that they have achieved the highest performance level that an Explorer Post can offer a local community.

Two other major awards were given that night, Explorer of the Year and Advisor of the Year. Our Elijah Roque was awarded Explorer of the Year, and Captain John Choi was awarded Advisor of the Year for the County! The Career Achievement Award was awarded to Garrett Mertz and Dylan Walker for them having been successfully hired by Volunteer Fire Departments while still active in the post. Shane Rees also received special recognition for his leadership role within our post.

I would like to thank John Choi and Rob Hager for their leadership roles within our Explorer Program. We always knew the program was a gold standard thanks to their hard work.

Congratulations,

Keith McReynolds



*Battalion Chief
B-Division*



March 1, 2017 – Regular Board Meeting

Stephen-Porter, Loren

From: Schoenheit, Fred
Sent: Saturday, October 22, 2016 21:12
To: NCFD
Subject: Probationary Firefighter/Paramedic Klayton Symmes Receives Prestigious Award!
Attachments: Symmes.jpg

To our entire North County Fire family,

I would like to recognize and congratulate our very own Probationary Firefighter/Paramedic Klayton Symmes. This past Friday, Klayton was the recipient of a meritorious service award from the City of San Diego Fire and Rescue Department. On July 28th, 2016 there was an Officer involved shooting in which San Diego Police Officer Jonathon De Guzman was fatally shot and his partner San Diego Police Officer Wade Irwin was critically shot in the neck. Firefighter/Paramedic Symmes (who was working for Rural Metro at the time) was the first Paramedic on scene of the incident as well as the transporting Paramedic in which he rendered lifesaving treatment. Officer Irwin was transported directly to the operating room at UCSD by Firefighter/Paramedic Symmes, survived his injury and is on his way to recovery.

The skill level and pride in his craft demonstrated by Firefighter/Paramedic Symmes that July day saved a Police Officers life we are very fortunate to have the caliber of employee demonstrated here at North County Fire. By the way, Firefighter/Paramedic Symmes received the award proudly wearing his Class-B uniform of North County Fire which I'm sure turned some heads! Please join me in a big congratulations!

Respectfully,

Fred Schoenheit
Battalion Chief





NORTH COUNTY FIRE PROTECTION DISTRICT

POLICY AND PROCEDURE MANUAL - FORMS

ADMINISTRATION
ADMINISTRATIVE FORMS

SECTION 290.161
SEPTEMBER 9, 2015
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LETTER OF RECOGNITION

To: Gregg Holdgridge
From: Patty Koch
Date: November 16, 2016
Re: Fire Prevention Week

Employee Name,

This Letter of Recognition documents your actions on: October 10, 2016

The actions being recognized are:

This is to recognize Gregg Holdgridge on his dedication to the children of Fallbrook and Fire Prevention Week. Gregg was part of the cast for this years production that visited all K -2nd grade students in the Fallbrook, Bonsall and Rainbow schools. Even though he would say that he "Bearly did anything" his dedication to this event makes it possible for us to do every year and he will be missed.

Our Mission is to enhance the quality of life in our community by meeting our community's expectations through excellence in public safety and service. Your actions on the above date are a true example of our Mission.

I understand this document will be held in my personnel file for one year.

Gregg Holdgridge

Employee Name

Gregg Holdgridge

Employee Signature

11-17-2016

Date

Patty Koch

Author's Signature

PK

Supervisor's Signature

11-21-16

Date

[Signature]

Fire Chief/CEO's Signature

12-5-16

Date



NORTH COUNTY FIRE PROTECTION DISTRICT

POLICY AND PROCEDURE MANUAL - FORMS

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SEPTEMBER 9, 2015
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LETTER OF RECOGNITION

To: Sam Russell
From: Patty Koch
Date: November 16, 2016
Re: Fire Prevention Week

Employee Name,

This Letter of Recognition documents your actions on: October 10, 2016

The actions being recognized are:

This is to recognize Sam Russell on his dedication to the children of Fallbrook and Fire Prevention Week. Sam became the organizer for the event this year. He did all of the coordination with the schools, engine companies, and made sure that there were enough people scheduled for the event. He also organized the needed props and managed the schedule for the week. Fire Prevention Week is in good hands with Sam. Great job Sam.

Our Mission is to enhance the quality of life in our community by meeting our community's expectations through excellence in public safety and service. Your actions on the above date are a true example of our Mission.

I understand this document will be held in my personnel file for one year.

Sam Russell

Employee Name

Employee Signature

11-17-16

Date

Author's Signature

Supervisor's Signature

Date

Fire Chief/CEO's Signature

12/5/16

Date



NORTH COUNTY FIRE PROTECTION DISTRICT

POLICY AND PROCEDURE MANUAL - FORMS

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LETTER OF RECOGNITION

To: Rob Hager
From: Patty Koch
Date: November 16, 2016
Re: Fire Prevention Week

Employee Name,

This Letter of Recognition documents your actions on: October 10, 2016

The actions being recognized are:

This is to recognize Rob Hager on his dedication to the children of Fallbrook and Fire Prevention Week. Rob worked with Sam and Gregg to present educational materials to all of the K- 2nd grade children in Fallbrook, Bonsall and Rainbow. Robs dedication to Fire Prevention week is evident in the way he communicates fire safety to the children in attendance. Thank you Rob for your continued efforts. Great job!

Our Mission is to enhance the quality of life in our community by meeting our community's expectations through excellence in public safety and service. Your actions on the above date are a true example of our Mission.

I understand this document will be held in my personnel file for one year.

Rob Hager

Employee Name

RH

Employee Signature

12-2-16

Date

Patricia A Koch

Author's Signature

Supervisor's Signature

Date

[Signature]

Fire Chief/CEO's Signature

12-5-16

Date



NORTH COUNTY FIRE PROTECTION DISTRICT

POLICY AND PROCEDURE MANUAL - FORMS

ADMINISTRATION
ADMINISTRATIVE FORMS

SECTION 290.161
SEPTEMBER 9, 2015
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LETTER OF RECOGNITION

To: James Beebe
From: Patty Koch
Date: November 16, 2016
Re: open house

Employee Name:

This Letter of Recognition documents your actions on: October 15, 2016

The actions being recognized are:

James did a terrific job organizing this year's open house. He brought in more than thirty vendors that entertained and educated both children and adults of our community on Fire Safety. There were approximately 400 to 500 people in attendance and the vendors were all very pleased with the turn out. James also managed the event that day, making sure everyone had what they needed and knew where they needed to be. Congratulations James on a terrific open house.

Our Mission is to enhance the quality of life in our community by meeting our community's expectations through excellence in public safety and service. Your actions on the above date are a true example of our Mission.

I understand this document will be held in my personnel file for one year.

James Beebe

Employee Name

James Beebe
Employee's Signature

11-21-16
Date

Patty Koch
Author's Signature

PB
Supervisor's Signature

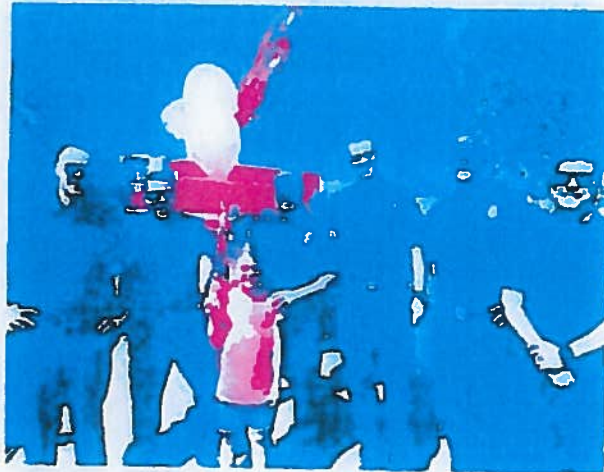
11-21-16
Date

[Signature]
Fire Chief/CEO's Signature

12-5-16
Date

Kimberlee Russell
September 24 at 7:56am

Well Lizzie had some more visitors today after her birthday party. This crew was on last night when I had to once again call 911. Lizzie had another atypical seizure that lasted approximately 10 minutes. This one was strange and though she remained conscious, she was a so "not there" and doesn't remember any of it. I made the decision to call when she stopped breathing regularly and also administered her rescue medication once it passed the 5 minute mark. To be safe they transported her to the hospital. I was hesitant to have her go because today was her birthday party and I really didn't want her to miss it. She has been through so much!! Well they didn't want her to miss it either and they even wanted to make it extra special. So these wonderful men came by with balloons for her too!! When my kids said an ambulance was outside I thought something happened to our neighbors boy was surprised!! And I got all emotional once they left. Literally I had to go in my room and cry. Partly because I still haven't processed the night before and partly because how loved and cared for they made me feel. This has all been such a roller coaster for me. It is so hard to watch your child go through this but having special moments like these just melts a mom's heart. I was overwhelmed with just how much they care for my daughter. That they would take their time (and the money) to dress her. The memories of these crews coming for her 8th birthday will be with us all forever. They made her feel special so so special. And they gave her a sweet memory to hold onto during this difficult time. We are blessed people truly truly blessed. Thank you again to our North County Fire Protection District. You are all my HEROES!!



Share

Doty Metcalf, Karen Wood Fieri and 122 others



Karen Wood Fieri 3 months ago

1 September 24 at 8:49pm

Kimberlee Russell replied 3 Replies



Cathy Felghery 3 months ago

1 September 24 at 8:56pm



Doty Metcalf

1 September 24 at 1:32pm



Stefanie Holbrook 5 months ago

Have you tried a ride at Myrtle Beach Lisa Deane's sister's seizures are repaired for years and she's on a good and had my wish to get a ride. Maybe Lisa can come.

2 September 25 at 9:54am



Engineer N. Quinn

Reserve L. Espinoza

Captain R. Berry

Reserve Z. Cain

FF/PM J. Rivera

Intern D. Puccio



Kimberlee Russell added a photo and a video.

September 22 at 8:53pm · 🌐

Lizzie had some extra special people come and wish her a Happy Birthday tonight! I am in tears writing this. These men (and the rest of the firefighters at Station 1) mean so very much to us! I am truly, truly, so grateful for each of them! I am thankful that they chose this profession and that they daily serve our community in such an important way. We are beyond blessed to have them just a call away. They have such big hearts and go so far above and beyond their call of duty. This past month has been so hard on our family. I called 911 more times in the past 30 days than most people will in a lifetime. But through it all we have counted our many blessings. And I can tell you this...we are blessed to have North County Fire Protection District!!! Thank you! From a mom's heart...thank you! You all mean the world to me!



➔ Share

👍👍 12



Michele Kilgore awesome!!!

👍 1 · September 23 at 6:46am



Christie Torti Wow, how special is that

👍 1 · September 23 at 6:59am



Suszy Estebanes AWESOME!!!

👍 1 · September 24 at 6:36am



Tamara Monasterio Look at the smile on her face!!

👍 1 · September 24 at 6:47am



Reserve K. Symmes

FF/PM R. Hager

Engineer T. Harrington

Captain A. Fieri

Intern Michel

Reserve C. Ramenz

1 January 24, 2017

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

4 President Munson called the meeting to order at 5:05 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 Thuner.

9 **Absent:** None.

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

13
14 **PUBLIC ACTIVITIES AGENDA**

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

18 2. **EMPLOYEE BADGE PINNING — CHIEF ABBOTT:** Chief Abbott presented for installation
19 as Deputy Fire Chief Steve Marovich, reviewing his history with the District. At the
20 conclusion of the review, Chief Marovich was pinned by his wife, Anna and congratulated
21 by the Board.

22 3. **SELECT AWARDS FOR BOARD RECOGNITION PROGRAM — B/S STEPHEN-PORTER AND**
23 **CHIEF ABBOTT:** Chief Abbott presented the following individuals and crews to the Board for
24 consideration: **OCTOBER 23, 2016 – EMAIL OF EXPLORER POST RECOGNITION:** Recognition of
25 Explorer Post and Staff for the following awards: North County Fire Protection District
26 recognized as 2016 National Exploring Journey to Excellence “Gold” level post, Explorer of
27 the Year – Elijah Roque, Advisor of the Year – Captain John Choi, Career Achievement
28 Awards – Garret Mertz and Dylan Walker, Special Recognition for Post Leadership –
29 Shane Rees; **OCTOBER 22, 2016 – EMAIL OF RECOGNITION:** FF/PM Klayton Symmes for

30 receiving meritorious service award from City of San Diego for lifesaving treatment of
31 police officer; OCTOBER 10, 2016 – LETTER FROM BROOK HILLS HOMEOWNERS ASSOCIATION:
32 Letter of thanks for presentation on fire preparedness – DFM Patty Koch; FIRE PREVENTION
33 WEEK RECOGNITION: FPS Gregg Holdridge; Engineer Sam Russell; FF/PM Rob Hager;
34 OPEN HOUSE RECOGNITION: FPS James Beebe; UNDATED THANK YOU CARD: Engine 1112:
35 Captain Pete August, Engineer Brent Itzania, FF/PM Moritz; UNDATED THANK YOU CARD –
36 COMMERCIAL FIRE: Battalion Chief Greg Wilson; Engine 1111: Captain Greg Mann,
37 Engineer Ben Lian, FF/PM Dan Sahagun, Medic 1191: FF/PM Dennis Soriano, Reserve
38 Cristo Ramirez; SEPTEMBER 24, 2016 FACEBOOK POSTING OF BIRTHDAY CELEBRATION:
39 Engine 1111: Captain Berry, Engineer Quinn, FF/PM Rivera, Reserve Cain, Reserve
40 Espinoza, Intern Puccio; SEPTEMBER 22, 2016 FACEBOOK POSTING OF BIRTHDAY
41 CELEBRATION: Engine 1111: Captain Fieri, Engineer Harrington, FF/PM Hager, Reserve
42 Rameriz, Reserve Symmes, Internal Michel. On a motion by Director Luevano, seconded
43 by Vice President Thuner, there was a motion to approve the selected individuals/crews for
44 recognition as the October 23rd, October 22nd, Fire Prevention/Open House Week (as one
45 item), September 24th and September 22nd, which passed unanimously. Individuals/crews
46 will be invited for recognition to an upcoming meeting.

ACTION AGENDA

CONSENT ITEMS:

4. REVIEW AND ACCEPT REGULAR BOARD MEETING FOR DECEMBER 2016
5. REVIEW AND ACCEPT FINANCIAL REPORT FOR DECEMBER 2016
6. REVIEW AND ACCEPT POLICIES & PROCEDURES – NONE
7. REVIEW AND ACCEPT FOURTH QUARTER 2016 CUSTOMER SATISFACTION SURVEY
8. REVIEW AND ACCEPT 2ND QUARTER OVERTIME TRACKING REPORT

56 President Munson inquired whether there were any questions on Consent Items 4-8.
57 There being no discussion, President Munson asked for a motion to approve the Consent

58 Agenda. On a motion by Director Luevano, seconded by Director Harris, the motion to
59 approve the Consent Agenda Items as presented passed unanimously.
60

61 **ACTION ITEMS:**

62 9. **REVIEW AND APPROVE NON-SAFETY STAFF REORGANIZATION — CHIEF ABBOTT:** Chief
63 Abbott presented his plan to reorganize a portion of the Non-Safety Staff, now that FPO
64 Holdridge has retired. The adjustment will allow the District to address some identified
65 shortcomings in staffing such as insufficient front office coverage, inadequate quality
66 assurance on EMS runs, lack of clerical support for fire prevention and an employee
67 functioning in a capacity that is inconsistent with their present classification. Discussion
68 ensued regarding the costs associated with the changes, with it being noted that there
69 would be an annual savings for the changes to the non-benefitted, part-time positions and
70 a net gain in administrative capacity of approximately 20-30 hours/week. Discussion
71 ensued regarding the position pay rates. On a motion by Director Luevano, seconded by
72 Director Hoffman, the motion to approve the Non-Safety Reorganization as presented
73 passed by the following vote: **Ayes:** Directors Hoffman, Luevano, Munson and Thuner;
74 **Noes:** Director Harris.

75 10. **AUTHORIZE EXTENSION OF CONTRACT FOR MEDICAL STANDBYS WITHIN DISTRICT EOA**
76 **AND APPROVE RESOLUTION 2017-01 — B/C MAHR AND CHIEF ABBOTT:** Chief Abbott
77 presented Resolution 2017-01 to the Board, noting this is the third extension of this
78 contract with Mercy Medical for provision of BLS level services at the San Luis Rey Down
79 Track & Training Center. The agreement has been without issues and the District would
80 have difficulty providing this service to the Center. On a motion by Vice President Thuner,
81 seconded by Director Hoffman, the motion to approve Resolution 2017-01 as presented
82 passed unanimously.
83

84 **DISCUSSION AGENDA**

85 11. **REPORT ON STRATEGIC DIRECTION DISCUSSION — CHIEF ABBOTT:** Chief Abbott
86 presented his report on Strategic Direction to the Board, discussing eight areas the Board

87 had previous identified for focus: Facilities; Restoration of Reserve Funds Utilized During
88 the Recession; Public Outreach to the Community; Rainbow Volunteer Fire Division;
89 Alternate Staffing Models and Station 3 Staffing; Fleet; Community Paramedicine and
90 Restoration of Staff Positions. Chief Abbott noted many of the initiatives are interrelated
91 and proposed condensing them into three initiatives, going forward: [1] Develop a staffing
92 & delivery model that balances interests within fiscal constraints; [2] Enhance outreach
93 with public & cooperators on current challenges/opportunities; and [3] Initiate long-term
94 facilities, equipment and capital reserve replacement planning. Discussion ensued
95 regarding having specific tactical plan with financial goals delineated to explain how each
96 goal will be reached or supported, noting a concern for facilities and fleet going forward.
97 Chief Abbott added his concerns regarding previous deficit spending during the recession,
98 living off new annexations and continuing budget concerns. He noted the Board will have
99 an opportunity to address this in May during the budgeting process. Chief Abbott noted he
100 wanted to ensure his direction met with Board approval before spending time putting
101 figures to the items. Board concerns were expressed that approval could not move
102 forward until a realistic financial picture could be provided on the outstanding items, the
103 scope of District's obligations what the District is facing regarding funding initiatives. It
104 requested that Chief Abbott provide what he feels is the priority for the District, how much
105 is needed and in what time frame. Discussion ensued regarding obtaining a reserve and
106 facilities consultant to assist with fleshing out these items, with both Counsel James and
107 Director Hoffman making recommendations for consultants. Chief Abbott will continue to
108 work in this and bring back to the Board for further discussion.

STANDING DISCUSSION ITEMS:

110
111 ● **LEGAL COUNSEL REPORT:** Counsel James presented his letter "*Public*
112 *employees do not have vested right to purchase airtime credit under a statute that was*
113 *subsequently eliminated by Public Employees' Pension Reform Act of 2013.*" Brief
114 discussion ensued regarding changes post-PEPRA. This is informational only, no action
115 required.

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

118 ● **BOARD RECOGNITION PROGRAM:** See Item No. 3.

119 ● **NEWS ARTICLES:** Brief discussion ensued regarding articles, with discussion
120 regarding the State Fire Tax and tree mortality. Chief Abbott updated the Board on his
121 efforts with regarding to the State Fire Tax, noting that special districts receive
122 approximately 1% of 300 million of the Tax. This is informational only, no action required.

123 ● **COMMENTS:**

124 ● **STAFF REPORTS/UPDATES:**

125 ● **STEPHEN ABBOTT, FIRE CHIEF/CEO:** Chief Abbott thanked the Board and Staff for
126 the first year of his tenure and their support. He also noted the Staff fielded 122 calls over
127 four days during the heavy rains, which is double the annual average. Discussion ensued
128 regarding whether the District is eligible for reimbursement through emergency funds.
129 Chief Abbott will investigate to see if the District is able to capture anything. Chief Abbott
130 informed the Board the District will be participating in the
131 "Every 15 Minutes Program" this year, noting it had been on a hiatus with the High School
132 for the last several years. Chief Abbott updated the Board on the happenings with the
133 Rainbow Division, including Chief Weaver's involvement. Discussion ensued regarding
134 labor, CalPERS challenges and changes upcoming in 2018. Informational only, no further
135 action required.

136 ● **CHIEF OFFICERS AND OTHER STAFF: CHIEF LUCORE:** Chief Lucore updated the Board
137 on the search for the missing child, presumed drowned in the recent rains. He noted the
138 Sheriff and military continue to search, although with the weather and the remote areas, it
139 may take several weeks until the water recedes enough to locate the child.

140 ● **BOARD: DIRECTOR HOFFMAN:** Director Hoffman inquired about the disparity of
141 recovery for medical billing and whether a collection agency should be acquired. Chief
142 Abbott noted it is more a matter of insurance offering than failure to pay, noting
143 Medicare/Medi-Cal pays at a set rate, which is substantially below our billed rate.

144 **DIRECTOR MUNSON:** Director Munson inquired what percent of District funding goes to pay

145 for personnel costs and where this funding derives from. Chief Abbott discussed District
146 funding. **DIRECTOR THUNER:** Director Thuner informed those present of an opportunity for
147 participation at Quail Gardens and asked interested parties to contact her.

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

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

151 **CLOSED SESSION**

152 ● **OPENING CLOSED SESSION:**

153 At 6:25 p.m., President Munson inquired whether there was a motion to adjourn to Closed
154 Session. On a motion by Vice President Thuner, seconded by Director Hoffman, President
155 Munson read the items to be discussed in Closed Session and the Open Session was
156 closed. After a short break, the Board entered Closed Session at 6:30 p.m. to hear:

157 **CS-1. ANNOUNCEMENT — PRESIDENT MUNSON:** An announcement regarding the items to
158 be discussed in Closed Session will be made prior to the commencement of Closed
159 Session.

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

161 **§ 54956.8 — CHIEF ABBOTT:**

162 **PROPERTY LOCATION:** 330 S. Main Avenue, Fallbrook, CA 92028;

163 **PARTIES:** North County Fire Protection District (Purchaser) and Ian Forsythe (Seller);

164 **UNDER NEGOTIATION:** Terms of Purchase;

165 **DISTRICT NEGOTIATORS:** Chief Abbott, District Counsel James

166 **CS-3. REPORT FROM CLOSED SESSION — PRESIDENT MUNSON:**

167 ● **REOPENING OPEN SESSION:**

168 On a motion by Vice President Thuner, which was seconded by Director Luevano and
169 which passed unanimously, the Board returned to Open Session at 6:45 p.m. The
170 following items were reported out to the public:

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

172 **§ 54956.8 — CHIEF ABBOTT:** No reportable action.

173

ADJOURNMENT

A motion was made at 6:50 p.m. by Vice President Thuner and seconded by Director Luevano, to adjourn the meeting and reconvene on March 1, 2017, at 17:00. The motion carried unanimously.

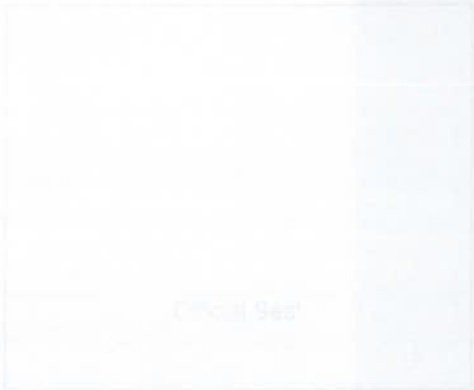
Respectfully submitted,



Loren Stephen-Porter

Board Secretary

Minutes approved at the Board of Director's Meeting on: March 1, 2017



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

TO: BOARD OF DIRECTORS
FROM: DIVISION CHIEF STEVEN MAROVICH, CHERIE JUUL AND CHIEF ABBOTT
DATE: MARCH 1, 2017
SUBJECT: REVENUE & EXPENDITURES AS OF JANUARY 31, 2017 (67%)

FALLBROOK DIVISION

Revenue Sources	Budgeted	Collected	Over/Under	% of Budget
Property Taxes	13,220,686.00	7,431,659.97	(5,789,026.03)	56%
Ambulance and Collections	1,546,988.00	1,284,007.70	(262,980.30)	83%
GEMT-State Supplement	70,000.00	-	(70,000.00)	0%
Prevention Fees	100,000.00	69,356.11	(30,643.89)	69%
Tower Lease Agreements	85,000.00	54,191.19	(30,808.81)	64%
Other Revenue Sources	110,000.00	41,337.00	(68,663.00)	38%
Interest	20,000.00	10,677.70	(9,322.30)	53%
Rainbow Div Admin Fees	25,000.00	14,583.31	(10,416.69)	58%
Cost Recovery	60,000.00	37,111.33	(22,888.67)	62%
Strike Team Reimbursements	-	184,263.85	184,263.85	-
Other Reimbursements	255,404.00	185,404.00	(70,000.00)	-
Mitigation Fees & Interest	175,000.00	131,146.46	(43,853.54)	75%
Donations & Grants	724,830.00	398,944.90	(325,885.10)	
Annexation fees	-	75,000.00	75,000.00	
Transfers & Loans	740,259.00		(740,259.00)	
Total Revenue:	17,133,167.00	9,917,683.52	(7,215,483.48)	58%
	Budgeted	Spent	Over/Under	% of Budget
TTL Expenditures YTD thru 1/31/2017	17,237,569.00	9,670,207.56	(7,567,361.44)	56%
Revenue over Expenditures		247,475.96		

RAINBOW DIVISION

Revenue Sources	Budgeted	Collected	Over/Under	% of Budget
Property Taxes	242,000.00	139,383.90	(102,616.10)	58%
Other Revenue	-	8.00	8.00	-
Mitigation Fees & Interest		68.45	68.45	-
Grants		8,500.00	8,500.00	
Transfers & Loans		10,000.00	10,000.00	
Total Revenue:	242,000.00	157,960.35	(84,039.65)	65%
	Budgeted	Spent	Over/Under	% of Budget
Expenditures YTD thru 1/31/2017	253,000.00	86,825.94	(166,174.06)	34%
Revenue over Expenditures		71,134.41		

**NORTH COUNTY FIRE PROTECTION DISTRICT
Tax Apportionments FY 16-17**

DATE	APP #	GROSS	REFUNDS & ADJUSTMENTS	FY 16/17 NET	FY 16/17 RUNNING	FY 15/16 NET	FY 15/16 RUNNING	
8/31/2016	1	202,731.47	1,058.62	201,672.85	201,672.85	203,770.18	203,770.18	
9/30/2016	2	59,503.81	1,924.91	57,578.90	259,251.75	57,493.46	261,263.64	
10/31/2016	3	165,777.76	19,157.67	146,620.09	405,871.84	128,727.78	389,991.42	
11/30/2016	4	372,733.46	10,644.24	362,089.22	767,961.06	322,805.04	712,796.46	
12/31/2016	5	4,477,872.68	17,083.23	4,460,789.45	5,228,750.51	4,355,808.18	5,068,604.64	
1/31/2017	6	2,222,576.48	19,667.02	2,202,909.46	7,431,659.97	1,971,465.01	7,040,069.65	
2/28/2017	7					211,378.07	7,251,447.72	
3/31/2017	8					424,399.91	7,675,847.63	
4/30/2017	9					3,082,141.31	10,757,988.94	
5/31/2017	10					1,487,659.35	12,245,648.29	
6/30/2017	11					140,146.83	12,385,795.12	
6/30/2017	12					213,364.06	12,599,159.18	
7/31/2017	13					41,520.37	12,640,679.55	
TOTAL YTD		7,501,195.66	69,535.69	7,431,659.97	7,431,659.97	12,640,679.55	7,040,069.65	
							Net Rev Increase	5.56%

NORTH COUNTY FIRE PROTECTION DISTRICT

AMBULANCE REVENUE FY 2016-2017

MONTH	BILLED	CONTRACTUAL WRITE DOWNS	TOTAL		BAD DEBT WRITE-OFFS	REFUNDS	ADJ AR	DEPOSITS RECIEVED	BILLING FEES	FY16-17 NET REVENUE	FY15-16 NET REVENUE
			AR FY 16-17	AR FY 15-16							
7/31/2016	393,566.97	199,111.29	194,455.68	128,992.01	26,787.71	6,088.79	161,579.18	137,746.84	8,127.06	129,619.78	109,800.43
8/31/2016	464,469.80	257,809.78	206,660.02	169,321.53	27,232.42	-	179,427.60	167,684.98	9,893.41	157,791.57	125,429.99
9/30/2016	411,271.03	236,405.55	174,865.48	182,307.97	(366.63)	-	175,232.11	139,106.20	8,207.27	130,898.93	102,854.81
10/31/2016	365,429.12	198,082.36	187,346.76	156,135.29	39,513.08	2,448.74	145,384.94	156,912.48	9,257.84	147,654.64	129,227.33
11/30/2016	379,560.17	229,289.93	150,270.24	125,853.82	40,254.02	-	110,016.22	160,488.70	9,468.83	151,019.87	127,565.91
12/31/2016	463,914.26	250,901.14	213,013.12	165,693.91	9,130.08	8,759.10	195,123.94	127,837.04	7,017.29	120,819.75	104,524.01
1/31/2017	454,970.15	215,870.40	239,099.75	152,330.63	10,310.69	-	228,789.06	162,346.61	9,569.60	152,777.01	96,135.99
2/28/2017			-	202,412.12			-			-	120,613.84
3/31/2017			-	206,220.98			-			-	137,414.24
4/30/2017			-	188,380.06			-			-	110,539.10
5/31/2017			-	186,694.99			-			-	149,917.87
6/30/2017			-	184,707.16			-			-	137,898.31
TOTAL:	2,953,181.50	1,587,470.45	1,365,711.05	1,080,635.16	152,861.37	17,296.63	1,195,553.05	1,052,122.85	61,541.30	990,581.55	795,538.47
					Net A/R Change		10.63%			New Revenue Change	24.52%

NORTH COUNTY FIRE PROTECTION DISTRICT MONTHLY INVESTMENT REPORT
--

January 31, 2017

	BALANCE	INTEREST RATE	
FALLBROOK			
County of San Diego/General Fund	894,707.85	0.01%	Operating
County of San Diego/Capital Reserve	375,308.72	0.01%	Capital Reserves
County of San Diego/Fire Mitigation Fund	541,551.68	0.01%	Mitigation Fees
Local Agency Investment Fund	18,912.69	0.68%	LAIF
Workers' Comp JPA	451,875.54	0.26%	PASIS Funds
Bank of America/PASIS	13,736.75	0.01%	
Petty Cash	500.00	0.00%	
First National/Benefit Fund	152,327.50	0.70%	
First National/Payroll	428,958.05	0.70%	
First National/Accounts Payable	91,713.85	0.69%	
First National/Accounts Receivable	230,644.62	0.69%	
Wells Fargo/Accounts Receivable	873,820.87	0.00%	
TOTAL	4,074,058.12		
RAINBOW			
County of San Diego/General Fund	444,039.34	0.01%	Operating
County of San Diego/Fire Mitigation Fund	16,169.86	0.01%	Mitigation
Petty Cash	500.00	0.00%	
TOTAL	460,709.20		

**NORTH COUNTY FIRE PROTECTION DISTRICT
COST RECOVERY FY 2016/2017**

<u>Month</u>	<u>Billed</u>	<u>Collected</u>	<u>YTD % Collected</u>	<u>Billing Fees</u>	<u>Net Revenue</u>	<u>FY 15/16 Net Revenue</u>
7/31/2016	6,925.00	4,676.00	67.52%	935.20	3,740.80	4,877.13
8/30/2016	9,497.50	9,149.43	96.34%	1,829.89	7,319.54	7,592.08
9/30/2016	6,215.00	4,225.00	67.98%	845.00	3,380.00	3,060.00
10/31/2016	7,750.00	7,565.00	97.61%	1,513.00	6,052.00	6,328.47
11/30/2016	8,115.00	7,530.10	92.79%	1,506.02	6,024.08	1,616.00
12/31/2016	5,665.00	5,151.00	90.93%	1,030.20	4,120.80	8,474.40
1/31/2017	2,610.00	2,479.50	95.00%	495.90	1,983.60	5,840.00
2/28/2017						5,802.69
3/31/2017						6,444.74
4/30/2017						7,562.00
5/31/2017						5,310.45
6/30/2017						6,474.10
TOTAL:	46,777.50	40,776.03	87.17%	8,155.21	32,620.82	31,948.08
					Net Rev Increase	2.11%

therecoveryhub.com

For the First Month Ending January 31, 2017

Account	2016-2017		Annual Budget	Amount		% Used
	January Actual	Actual		Remaining		
District Administration						
00-101-0-5010-14-000	-	2,200.00	5,500.00	3,300.00	40.0%	
00-101-0-5043-00-000	-	7,556.25	250.00	250.00	0.0%	
00-101-0-5150-00-000	-	51.02	7,419.00	(137.25)	101.8%	
00-101-0-5170-72-000	950.00	12,727.50	2,000.00	1,948.98	2.6%	
00-101-0-5180-83-000	305.42	60.00	15,000.00	2,272.50	84.9%	
00-101-0-5180-84-000	100.00	1,402.83	4,000.00	3,940.00	1.5%	
00-101-0-5190-00-000	-	1,097.21	3,500.00	2,097.17	40.1%	
00-101-0-5230-30-000	-	1,774.07	5,000.00	3,902.79	21.9%	
00-101-0-5230-31-000	-	953.96	9,000.00	7,225.93	19.7%	
00-101-0-5230-32-000	-	2,365.00	150.00	150.00	0.0%	
00-101-0-5230-38-000	16,803.68	60,857.29	100,000.00	1,411.04	40.3%	
00-101-0-5340-00-000	-	7,966.65	7,607.00	39,142.71	60.9%	
00-101-0-5340-01-000	-	-	-	(359.65)	104.7%	
Total District Administration	18,159.10	96,646.78	161,791.00	65,144.22	59.7%	
Administration						
00-102-0-5010-01-003	13,284.62	98,325.92	172,700.00	74,374.08	56.9%	
00-102-0-5010-01-004	12,324.93	81,072.98	151,887.00	70,814.02	53.4%	
00-102-0-5010-01-005	6,714.00	46,982.82	87,135.00	40,152.18	53.9%	
00-102-0-5010-01-006	10,837.28	6,579.98	9,322.00	2,742.02	70.6%	
00-102-0-2010-01-007	3,816.12	73,798.43	140,843.00	67,044.57	52.4%	
00-102-0-5010-01-025	497.03	14,381.35	37,207.00	22,825.65	38.7%	
00-102-0-5010-06-000	4,166.88	5,717.06	13,167.00	7,449.94	43.4%	
00-102-0-5010-16-000	9,937.26	94,926.53	465,244.00	370,317.47	20.4%	
00-102-0-5020-00-000	357.10	21,335.23	92,644.00	71,308.77	23.0%	
00-102-0-5020-00-001	-	2,303.04	3,610.00	1,306.96	63.8%	
00-102-0-5020-00-102	15,000.87	199,255.00	206,561.00	7,306.00	96.5%	
00-102-0-5020-00-103	499.53	15.00	15.00	-	100.0%	
00-102-0-5030-40-000	1,416.39	106,786.54	149,837.00	43,050.46	71.3%	
00-102-0-5030-45-000	7,017.29	4,473.01	8,765.00	4,291.99	51.0%	
00-102-0-5050-00-000	26,944.02	3,280.44	4,200.00	919.56	78.1%	
00-102-0-5070-00-000	9,095.08	61,402.21	88,500.00	27,097.79	69.4%	
00-102-0-5100-42-000	-	331,666.73	500,000.00	168,333.27	66.3%	
00-102-0-5100-43-000	-	4,466.94	5,000.00	533.06	89.3%	
00-102-0-5130-66-000	-	32,290.74	60,000.00	27,709.26	53.8%	
00-102-0-5140-01-000	-	3,000.00	3,000.00	-	100.0%	

North County Fire Protection District
 For the First Month Ending January 31, 2017

Account	2016-2017		Annual Budget	Amount Remaining		% Used
	January Actual	Actual		Remaining		
00-102-0-5145-00-000	-	13,412.46	14,213.00	800.54	94.4%	
00-102-0-5150-00-000	196.86	2,169.41	4,200.00	2,030.59	51.7%	
00-102-0-5170-70-000	2,863.34	23,115.57	185,798.00	162,682.43	12.4%	
00-102-0-5170-71-000	74.20	198.20	1,000.00	801.80	19.8%	
00-102-0-5170-72-000	897.90	8,617.26	9,000.00	382.74	95.7%	
00-102-0-5170-73-000	544.06	2,112.69	4,500.00	2,387.31	46.9%	
00-102-0-5170-74-000	156.60	445.48	4,500.00	4,054.52	9.9%	
00-102-0-5180-81-000	-	4,800.00	12,500.00	7,700.00	38.4%	
00-102-0-5180-82-000	6,898.54	70,555.42	68,300.00	(2,255.42)	103.3%	
00-102-0-5180-83-000	9,804.79	56,963.26	124,000.00	67,036.74	45.9%	
00-102-0-5180-84-000	3,150.00	4,260.30	7,800.00	3,539.70	54.6%	
00-102-0-5180-85-000	7,784.00	26,338.08	28,500.00	2,161.92	92.4%	
00-102-0-5200-00-000	8,900.98	61,027.65	105,000.00	43,972.35	58.1%	
00-102-0-5221-01-000	-	7,257.00	6,500.00	6,500.00	0.0%	
00-102-0-5230-19-000	-	7,257.00	7,257.00	-	100.0%	
00-102-0-5230-30-000	-	3,640.00	3,640.00	3,640.00	0.0%	
00-102-0-5230-31-000	-	7,000.00	7,000.00	7,000.00	0.0%	
00-102-0-5230-37-000	284.00	13,530.94	33,580.00	20,049.06	40.3%	
00-102-0-5230-38-000	12.00	12,314.34	11,500.00	(814.34)	107.1%	
00-102-0-5230-39-000	240.00	3,180.00	7,000.00	3,820.00	45.4%	
00-102-0-5230-40-000	-	-	10,000.00	10,000.00	0.0%	
00-102-0-5230-49-000	479.60	2,831.70	4,965.00	2,133.30	57.0%	
00-102-0-5260-23-000	928.83	15,614.92	16,000.00	385.08	97.6%	
00-102-0-5260-24-000	730.96	5,309.93	8,500.00	3,190.07	62.5%	
00-102-0-5260-25-000	706.60	4,940.30	9,500.00	4,559.70	52.0%	
00-102-0-5260-26-000	2,632.60	14,321.13	30,000.00	15,678.87	47.7%	
Total Administration	169,194.26	1,545,375.99	2,924,390.00	1,379,014.01	52.8%	
Fire Prevention						
00-103-0-5010-01-010	6,482.52	45,363.72	84,172.00	43,252.67	53.9%	
00-103-0-5010-01-022	10,331.20	81,143.36	153,223.00	76,563.83	53.0%	
00-103-0-5010-06-000	-	2,888.78	3,034.00	3,107.67	95.2%	
00-103-0-5010-07-000	-	161.28	3,034.00	3,000.00	5.3%	
00-103-0-5010-24-000	456.76	5,210.06	14,500.00	9,289.94	35.9%	
00-103-0-5020-00-000	6,461.60	21,173.21	29,770.00	8,596.79	71.1%	
00-103-0-5030-08-000	28.32	318.74	1,000.00	681.26	31.9%	
00-103-0-5030-40-000	7,061.25	33,401.88	55,047.00	21,645.12	60.7%	
00-103-0-5030-45-000	422.49	3,060.25	3,390.00	329.75	90.3%	
00-103-0-5050-00-000	169.23	756.24	2,100.00	1,343.76	36.0%	
00-103-0-5120-56-000	88.18	19,651.18	14,500.00	(5,151.18)	135.5%	
00-103-0-5150-00-000	-	3,703.65	3,200.00	(503.65)	115.7%	
00-103-0-5230-30-000	-	1,000.00	1,000.00	1,000.00	0.0%	
00-103-0-5230-31-000	30.06	4,578.18	1,900.00	1,900.00	0.0%	
00-103-0-5230-32-000	-	-	15,000.00	10,421.82	30.5%	
00-103-0-5230-34-000	-	-	5,000.00	5,000.00	0.0%	
00-103-0-5230-35-000	-	-	3,000.00	3,000.00	0.0%	
00-103-0-5230-36-000	-	20.00	1,500.00	1,480.00	1.3%	
00-103-0-5230-38-000	-	2,112.70	6,500.00	4,387.30	32.5%	
00-103-0-5230-38-001	-	-	2,100.00	2,100.00	0.0%	
Total Fire Prevention	31,531.61	223,543.23	402,970.00	179,426.77	55.5%	

Emergency Services									
00-104-0-5010-01-009	Division Chief, Operations	23,083.64	92,301.14	149,594.00	57,292.86	61.7%			
00-104-0-5010-01-010	Battalion Chiefs	29,019.55	198,828.13	369,609.00	170,780.87	53.8%			
00-104-0-5010-01-011	Captains/Captain Medics	132,301.62	798,759.26	1,503,756.00	704,996.74	53.1%			
00-104-0-5010-01-012	Engineers/Engineer Medics	118,301.85	739,960.18	1,348,140.00	608,179.82	54.9%			
00-104-0-5010-01-013	Firefighters/FF Medics	176,580.17	927,398.95	1,688,119.00	760,720.05	54.9%			
00-104-0-5010-01-014	SAFER 1	-	85,092.80	215,023.00	129,930.20	39.6%			
	SAFER 2	-	4,099.04	74,453.00	70,353.96	5.5%			
00-104-0-5010-02-000	FLSA 56 Hour Adjustm.	10,586.29	188,734.84	255,171.00	66,436.16	74.0%			
00-104-0-5010-02-001	SAFER 1 FLSA	-	1,981.59	5,612.00	3,630.41	35.3%			
00-104-0-5010-03-000	Overtime Promotional Testing	-	512.40	4,387.00	3,874.60	11.7%			
00-104-0-5010-04-000	Association Leave	-	-	-	-	0.0%			
00-104-0-5010-05-000	Overtime/Ambulance Callback	159.08	1,365.82	3,287.00	1,921.18	41.6%			
00-104-0-5010-06-000	Lead Medic	556.80	3,398.80	7,008.00	3,609.20	0.0%			
00-104-0-5010-07-000	Overtime/Other	9,727.44	37,297.49	15,171.00	(22,126.49)	245.8%			
00-104-0-5010-08-000	Rainbow Coverage	-	-	-	-	0.0%			
00-104-0-5010-09-000	Overtime/Replacement	32,769.35	226,865.70	591,669.00	364,803.30	38.3%			
00-104-0-5010-09-001	Admin	-	3,870.33	20,228.00	16,357.67	19.1%			
00-104-0-5010-10-000	Overtime/Strike Team	-	313,175.42	-	(313,175.42)	-			
00-104-0-5010-11-000	WC- Industrial Injury	6,937.20	50,707.54	76,050.00	25,342.46	66.7%			
00-104-0-5010-15-000	Overtime/Fire Callback	156.23	1,826.84	1,011.00	(815.84)	180.7%			
00-104-0-5010-16-000	Holiday Time Adjustment	17,668.73	116,892.68	222,551.00	105,658.32	52.5%			
00-104-0-5010-16-001	SAFER 1 Holiday Time Adjustment	-	3,332.49	9,747.00	6,414.51	34.2%			
00-104-0-5010-17-000	Vacancy	11,809.20	91,023.71	-	(91,023.71)	-			
00-104-0-5020-00-000	Retirement	161,362.65	727,538.11	996,896.00	269,357.89	73.0%			
00-104-0-5020-00-001	PEPRA	8,515.14	39,780.04	81,228.00	41,447.96	49.0%			
00-104-0-5020-00-002	SAFER 1 Retirement	-	15,322.88	34,676.00	19,353.12	44.2%			
00-104-0-5020-00-102	SAFER 2 Retirement	1,595.42	2,393.13	14,559.00	12,165.87	16.4%			
00-104-0-5020-00-103	Classic UAL Safety	-	1,109,146.00	1,149,987.00	40,841.00	96.4%			
00-104-0-5030-40-000	PEPRA UAL Safety	-	46.00	47.00	1.00	97.9%			
	Flexible Plan Insurance	104,086.65	566,625.48	977,168.00	410,542.52	58.0%			
00-104-0-5030-41-000	SAFER 1 Flexible Plan Insurance	823.23	14,076.07	35,187.00	21,110.93	40.0%			
	SAFER 2 Flexible Plan Insurance	1,183.64	1,265.22	14,657.00	13,391.78	8.6%			

Account	2016-2017		2016-2017		Amount Remaining	% Used
	January Actual	2016-2017 Actual	Annual Budget	2016-2017 Actual		
00-104-0-5030-45-000	7,288.06	53,862.81	77,318.00	23,455.19	69.7%	
00-104-0-5030-46-000	-	1,624.76	3,288.00	1,663.24	49.4%	
00-104-0-5050-00-000	5,251.30	30,753.12	38,500.00	7,746.88	79.9%	
00-104-0-5050-01-000	-	-	2,100.00	2,100.00	0.0%	
00-104-0-5080-00-000	-	302.16	700.00	700.00	0.0%	
00-104-0-5090-21-000	592.02	12,759.65	19,000.00	1,197.84	20.1%	
00-104-0-5100-44-000	605.22	66,513.68	73,000.00	6,240.35	67.2%	
00-104-0-5120-12-000	149.03	23,884.30	54,000.00	6,486.32	91.1%	
00-104-0-5125-00-000	-	7,745.28	13,500.00	30,115.70	44.2%	
00-104-0-5150-00-000	-	6,343.00	4,500.00	5,754.72	57.4%	
00-104-0-5221-00-000	407.36	7,784.72	55,000.00	(1,843.00)	141.0%	
00-104-0-5221-01-000	-	3,495.96	-	47,215.28	14.2%	
00-104-0-5223-00-000	-	200.00	2,000.00	(3,495.96)	0.0%	
00-104-0-5230-38-000	405.01	1,699.84	4,000.00	1,800.00	10.0%	
Total Emergency Services	861,921.88	6,580,587.36	10,214,129.00	3,633,541.64	64.4%	
Emergency Med Services						
00-105-0-5010-01-009	10,992.20	79,913.76	144,251.00	64,337.24	55.4%	
00-105-0-5010-06-000	-	999.20	8,034.00	7,034.80	12.4%	
00-105-0-5010-07-000	250.00	250.00	-	-250.00	0.0%	
00-105-0-5020-00-000	2,135.66	2,135.66	28,026.00	25,890.34	7.6%	
00-105-0-5030-40-000	840.73	840.73	20,104.00	19,263.27	4.2%	
00-105-0-5030-45-000	158.05	158.05	2,074.00	1,915.95	7.6%	
00-105-0-5050-00-000	1,696.76	54,355.31	700.00	700.00	0.0%	
00-105-0-5140-00-000	-	314.25	114,000.00	59,644.69	47.7%	
00-105-0-5150-00-000	-	-	-	-314.25	0.0%	
00-105-0-5180-82-000	-	-	-	0.00	0.0%	
00-105-0-5221-00-000	-	-	-	0.00	0.0%	
00-105-0-5230-32-000	-	1,425.60	1,500.00	74.40	95.0%	
00-105-0-5230-33-000	-	489.37	2,000.00	1,510.63	0.0%	
00-105-0-5230-34-000	417.00	2,336.00	10,000.00	7,664.00	23.4%	
00-105-0-5230-35-000	-	16,825.47	35,848.00	19,022.53	46.9%	
00-105-0-5230-36-000	-	7,473.60	2,800.00	2,800.00	0.0%	
00-105-0-5230-37-000	-	150.00	5,000.00	-7,473.60	0.0%	
00-105-0-5230-38-000	-	-	-	4,850.00	3.0%	
Total Emergency Med Svcs	16,490.40	167,667.00	374,337.00	206,670.00	44.8%	
Reserves						
00-106-0-5010-01-000	28,326.93	93,838.04	223,380.00	129,541.96	42.0%	
00-106-0-5010-01-014	-	68,453.63	111,690.00	43,236.37	61.3%	
00-106-0-5010-02-000	894.00	3,718.00	14,000.00	10,282.00	26.6%	
00-106-0-5010-02-001	-	9,644.25	7,000.00	-2,644.25	137.8%	
00-106-0-5010-06-000	-	-	25,000.00	25,000.00	0.0%	
00-106-0-5010-09-000	972.00	1,236.00	-	-1,236.00	0.0%	
00-106-0-5010-13-000	1,008.00	1,539.62	5,000.00	3,460.38	30.8%	

For the First Month Ending January 31, 2017

Account	January		2016-2017		2016-2017		Amount Remaining	% Used
	Actual		Actual	Annual Budget	Annual Budget			
00-106-0-5010-14-000	548.67		4,243.38	5,000.00	5,000.00	756.62	84.9%	
00-106-0-5010-15-000							0.0%	
00-106-0-5020-00-000	2,213.94		4,453.44	31,027.00	31,027.00	26,573.56	14.4%	
00-106-0-5020-00-001	2,273.93		6,045.89					
00-106-0-5020-00-002			4,149.97	14,904.00	14,904.00	10,754.03	27.8%	
00-106-0-5030-08-000	141.24		2,264.45	4,220.00	4,220.00	1,955.55	53.7%	
00-106-0-5030-08-001			2,707.45	2,110.00	2,110.00	(597.45)	128.3%	
00-106-0-5030-40-000				15,000.00	15,000.00	15,000.00	0.0%	
00-106-0-5030-45-000	452.39		1,641.64	3,176.00	3,176.00	1,534.36	51.7%	
00-106-0-5030-46-000			1,120.83	1,588.00	1,588.00	467.17	70.6%	
00-106-0-5050-00-000	1,963.18		3,437.11	11,100.00	11,100.00	7,662.89	31.0%	
00-106-0-5120-12-000			4,196.43	2,000.00	2,000.00	(2,196.43)	209.8%	
00-106-0-5180-82-000			1,043.99	5,600.00	5,600.00	4,556.01	18.6%	
00-106-0-5230-38-000				500.00	500.00	500.00	0.0%	
Total Reserves	38,794.28		213,734.12	482,295.00	482,295.00	274,606.77	44.3%	

Account	January		2016-2017		2016-2017		Amount Remaining	% Used
	Actual		Actual	Annual Budget	Annual Budget			
00-107-0-5010-06-000			1,161.56	2,011.00	2,011.00	849.44	57.8%	
00-107-0-5060-26-000				300.00	300.00	300.00	0.0%	
00-107-0-5060-27-000	7,368.12		37,881.40	71,270.00	71,270.00	33,388.60	53.2%	
00-107-0-5060-29-000			370.95	12,000.00	12,000.00	11,629.05	3.1%	
00-107-0-5060-30-000				15,500.00	15,500.00	15,500.00	0.0%	
00-107-0-5120-52-000	2,012.60		10,779.59	25,600.00	25,600.00	14,820.41	42.1%	
00-107-0-5120-54-000			334.00	1,500.00	1,500.00	1,166.00	22.3%	
00-107-0-5120-56-000				500.00	500.00	500.00	0.0%	
00-107-0-5120-69-000	2,608.00		15,713.00	37,500.00	37,500.00	21,787.00	41.9%	
00-107-0-5150-00-000	117.00		819.00	1,000.00	1,000.00	181.00	81.9%	
00-107-0-5180-00-000			187,579.77	289,567.00	289,567.00	101,987.23	64.8%	
00-107-0-5230-31-000				500.00	500.00	500.00	0.0%	
00-107-0-5230-38-000							0.0%	
Total Communications	12,105.72		254,639.27	457,248.00	457,248.00	202,608.73	55.7%	

For the First Month Ending January 31, 2017

Account	Shop/Maintenance	2016-2017		Annual Budget	Amount Remaining	% Used
		January Actual	Actual			
00-108-0-5010-01-018	Mechanic III	6,834.90	47,828.88	88,801.00	40,972.12	53.9%
00-108-0-5010-01-029	Mechanic II	5,264.16	35,042.40	66,455.00	31,412.60	52.7%
00-108-0-5010-06-000	Overtime/Admin		224.27	4,046.00	3,821.73	5.5%
00-108-0-5020-00-000	Retirement	2,077.18	7,906.22	11,125.00	3,218.78	71.1%
00-108-0-5020-00-001	PEPRA Retirement	364.80	2,258.92	4,605.00	2,346.08	49.1%
00-108-0-5030-40-000	Flexible Plan Insurance	1,650.83	11,883.26	22,949.00	11,065.74	51.8%
00-108-0-5030-45-000	Medicare Tax	172.84	985.33	1,416.00	430.67	69.6%
00-108-0-5050-00-000	Uniforms			800.00	800.00	0.0%
00-108-0-5090-22-000	Laundry/Linen Supplies			3,400.00	3,400.00	0.0%
00-108-0-5090-53-000	Licent Disposal & Permits	1,270.00	4,350.36	8,600.00	4,249.64	50.6%
00-108-0-5120-52-000	Parts & Accessories	10,489.76	55,484.38	92,000.00	36,515.62	60.3%
00-108-0-5120-53-000	Fuel	5,454.87	60,062.61	120,000.00	59,937.39	50.1%
00-108-0-5120-54-000	Oils & Lubricants	217.53	5,091.87	7,000.00	1,908.13	72.7%
00-108-0-5120-59-000	Sublet Repairs		9,988.39	24,000.00	14,011.61	41.6%
00-108-0-5150-00-000	Memberships/Subscriptions	147.00	147.00	80.00	(67.00)	183.8%
00-108-0-5180-52-000	Fleet Maint Software			3,235.00	3,235.00	0.0%
00-108-0-5220-00-000	Small Tools/Minor Equipment	224.41	1,274.30	4,100.00	2,825.70	31.1%
00-108-0-5230-38-000	Professional Development	140.00	2,650.72	3,600.00	949.28	73.6%
	Total Shop/Maintenance	34,308.28	245,178.91	466,212.00	221,033.09	52.6%
	Training					
00-109-0-5010-07-000	Overtime/Training	3,026.00	20,609.42	42,479.00	21,869.58	48.5%
00-109-0-5150-00-000	Memberships/Subscriptions			500.00	500.00	0.0%
00-109-0-5230-20-000	Training Materials	10.02	1,010.69	10,000.00	8,989.31	10.1%
00-109-0-5230-38-000	Professional Development	3,466.00	28,270.45	41,000.00	12,729.55	69.0%
00-109-0-5230-39-000	Formal Education	2,343.50	13,099.00	50,000.00	36,901.00	26.2%
	Total Training	8,845.52	62,989.56	143,979.00	80,989.44	43.7%
	General Fund Reserve					
00-120-0-5400-00-000	Contingency Fund			175,000.00	175,000.00	0%
00-120-0-5400-02-000	Transfer to Vehicle Reserve			-	-	0%
00-120-0-5400-03-000	Transfer to Facilities Reserve			-	-	0%
00-120-0-5400-05-000	Equip Reserve - Defib Replacement			-	-	0%
00-120-0-5400-07-000	Transfer to Equip Reserve - MDC			-	-	0%
	Total General Fund Reserve			175,000.00	175,000.00	0%

North County Fire Protection District
 For the First Month Ending January 31, 2017

Account Number	Description	Amount	Percentage
Capital Expense			
00-200-0-5500-03-000	Building Repairs	-	0%
00-200-0-5500-04-000	Personal Protective Equip	-	0%
00-200-0-5500-05-000	EMS Equipment	29,839.00	99%
00-200-0-5500-08-000	Communication Equipment	85,000.00	0%
00-200-0-5500-55-000	Station 5 Loan	-	0%
00-200-0-5500-55-001	Station 5 Loan Payment #1	91,369.33	50%
00-200-0-5500-55-002	Station 5 Loan Payment #2	117,229.75	50%
00-200-0-5500-59-000	Station 4 Project	250,000.00	0%
00-200-0-5500-56-000	ECAA/Solar Loan	12,575.00	50%
00-200-0-5500-56-001	ECAA/Solar Loan Payment	35,729.00	46%
00-200-0-5500-57-000	Hwy 76 Traffic Controllers	2,000.00	0%
00-200-0-5500-58-000	Apparatus Loan	45,662.00	0%
00-200-0-5500-58-001	Emergency Vehicles	538,116.86	3%
	Total Capital Equipment	1,435,218.00	19%
	GRAND TOTAL	\$1,191,351.05	\$7,567,361.44
		\$9,670,207.56	\$17,237,569.00
			56.1%

North County Fire Protection District

For the First Month Ending January 31, 2016

Account	December		2016-2017		2016-2017		Amount Remaining	% Used
	Actual		Actual	Annual Budget	Annual Budget			
Rainbow General Fund								
11-000-0-5010-09-000	160.55		1,890.01	20,600.00	20,600.00	18,709.99	0%	
11-000-0-5050-00-000	-		-	-	-	-	0%	
11-000-0-5060-27-000	-			300.00	300.00	300.00	0%	
11-000-0-5080-00-000			692.21	4,000.00	4,000.00	3,307.79	17%	
11-000-0-5100-42-000			758.00	15,200.00	15,200.00	14,442.00	5%	
11-000-0-5100-44-000			26,800.00	27,300.00	27,300.00	500.00	98%	
11-000-0-5120-52-000			4,247.44	13,000.00	13,000.00	8,752.56	33%	
11-000-0-5120-54-000			3,918.36	10,000.00	10,000.00	6,081.64	39%	
11-000-0-5120-69-000	609.50		3,657.00	8,000.00	8,000.00	4,343.00	46%	
11-000-0-5130-00-000	110.35		4,144.13	7,500.00	7,500.00	3,355.87	55%	
11-000-0-5170-72-000			397.17	1,500.00	1,500.00	1,102.83	26%	
11-000-0-5180-91-000				1,000.00	1,000.00	1,000.00	0%	
11-000-0-5220-00-000			145.43	4,000.00	4,000.00	3,854.57	4%	
11-000-0-5221-00-000			53.90	-	-	(53.90)	0%	
11-000-0-5230-30-000	129.60		129.60	4,500.00	4,500.00	4,370.40	3%	
11-000-0-5230-37-000	12,143.55		12,557.55	12,000.00	12,000.00	(557.55)	105%	
11-000-0-5240-38-000			40.00	-	-	(40.00)	#DIV/0!	
11-000-0-5260-23-000			829.12	1,800.00	1,800.00	970.88	46%	
11-000-0-5260-26-000	377.72		1,134.79	3,500.00	3,500.00	2,365.21	32%	
11-000-0-5270-00-000	2,083.33		12,499.98	25,000.00	25,000.00	12,500.02	50%	
11-000-0-5340-00-000	52.68		232.56	3,000.00	3,000.00	2,767.44	8%	
11-000-0-5400-00-000				10,000.00	10,000.00	10,000.00	0%	
Total Rainbow General Fund	15,667.28		74,127.25	172,200.00	172,200.00	98,072.75	43%	

North County Fire Protection District

For the First Month Ending January 31, 2016

Account	2016-2017		2016-2017 Annual Budget	Amount Remaining	% Used
	December Actual	2016-2017 Actual			
Rainbow Capital Fund					
11-200-0-5370-00-386		88.00	6,000.00	5,912.00	1%
11-200-0-5370-00-387		2,974.79	5,000.00	2,025.21	59%
11-200-0-5420-00-000			38,800.00	38,800.00	0%
11-200-0-5500-02-000	557.28	8,073.23	10,000.00	1,926.77	81%
11-200-0-5500-03-000			3,000.00	3,000.00	0%
11-200-0-5500-04-000		146.37	15,000.00	14,853.63	1%
11-200-0-5500-06-000	0.00	1416.30	3,000.00	1,583.70	47%
Total Rainbow Capital Fund	557.28	12,698.69	80,800.00	68,101.31	16%

Document Date	Document Number	Vendor Name	Transaction Description	Document Amount
1/18/2017	OCT-DEC 2016	BRANDON LUCORE	CELL REIMB	\$300.00
1/11/2017	OCT - DEC 2016	STEVE ABBOTT	CELL REIMB	\$300.00
1/18/2017	OCT-DEC 2016	JOHN BUCHANAN	CELL REIMB	\$300.00
1/18/2017	OCT-DEC 2016	Patty Koch	CELL REIMB	\$300.00
1/18/2017	OCT-DEC 2016	KEVIN MAHR	CELL REIMB	\$300.00
1/18/2017	OCT-DEC 2016	STEVE MAROVICH	CELL REIMB	\$300.00
1/18/2017	OCT-DEC 2016	KEITH MCREYNOLDS	CELL REIMB	\$300.00
1/18/2017	OCT-DEC 2016	LOREN STEPHEN-PORTER	CELL REIMB	\$300.00
1/18/2017	OCT-DEC 2016	GREG WILSON	CELL REIMB	\$300.00
1/18/2017	OCT-DEC 2016	JAMES BEEBE	CELL REIMB	\$204.00
1/18/2017	OCT-DEC 2016	Nancy Goss	CELL REIMB	\$300.00
1/18/2017	OCT-DEC 2016	GREGG HOLDRIDGE	CELL REIMB	\$204.00
1/18/2017	OCT-DEC 2016	Cherie Juul	CELL REIMB	\$204.00
1/18/2017	OCT-DEC 2016	DAN NIETO	CELL REIMB	\$204.00
1/18/2017	OCT-DEC 2016	Todd Parmelee	CELL REIMB	\$204.00
1/5/2017	PR AP 1/6/17	FALLBROOK FIREFIGHTERS' ASSN	PR AP 1/6/17	\$2,521.53
1/5/2017	PR AP 1/6/17-RESV	FALLBROOK FIREFIGHTERS' ASSN	PR AP 1/6/17	\$16.38
1/5/2017	PR AP 1/6/17	FIREFIGHTERS LEG. ACTION GRP	PR AP 1/6/17	\$63.00
1/5/2017	PR AP 1/6/17	NORTH COUNTY FIRE RESERVES	PR AP 1/6/17	\$32.76
1/5/2017	PR AP 1/6/17	LINCOLN NATIONAL	PR AP 1/6/17	\$2,834.02
1/5/2017	15256	BP Battery	Deca 31 Stud 950	\$810.36
1/5/2017	STMT 12/2016	D.F. Cleaning Service	Admin cleaning 12/16	\$400.00
1/5/2017	STMT 12/2016	FALLBROOK IRRIGATION	Sta. 1 supplies	\$21.39
1/5/2017	11/23/16-12/21/16	FALLBROOK PUBLIC UTILITY DISTR	11/23/16-12/21/16	\$89.22
1/5/2017	11/23/16-12/21/16-2	FALLBROOK PUBLIC UTILITY DISTR	11/23/16-12/21/16	\$521.27
1/5/2017	195422	Fowler Pest Control	Admin pest control	\$90.00
1/5/2017	MEDIC RENEW 16-18	STEVE MAROVICH	Medic renew 16-18	\$200.00
1/5/2017	93915613	MCMaster-CARR SUPPLY CO.	MX parts	\$66.83
1/5/2017	3-0361476	PINE TREE LUMBER	Station supplies	\$10.78
1/5/2017	1663	Quality Gate Company	Sta 1 gate repair	\$5,133.01
1/5/2017	1676	Quality Gate Company	Station 1 gate repair	\$320.00
1/5/2017	STMT 12/31/16	San Diego Friction Products, Inc.	Spicer/cablet	\$416.18
1/5/2017	11/18/16-12/20/16-87	SDG&E	11/18/16-12/20/16	\$47.58
1/5/2017	11/21/16-12/21/16-65	SDG&E	11/21/16-12/21/16	\$27.19
1/5/2017	11/17/16-12/19/16-12	SDG&E	11/17/16-12/19/16	\$86.78
1/5/2017	11/17/16-12/19/16-39	SDG&E	11/17/16-12/19/16	\$385.76
1/5/2017	11/22/16-12/22/16-08	SDG&E	11/22/16-12/22/16	\$214.86
1/5/2017	11/22/16-12/22/16-53	SDG&E	11/22/16-12/22/16	\$181.62
1/5/2017	11/21/16-12/21/16-55	SDG&E	11/21/16-12/21/16	\$12.00
1/5/2017	482740	SOUTH COAST EMERGENCY VEHICLE SERV	Control Head	\$346.41
1/5/2017	9777330467	VERIZON WIRELESS	11/21/16-12/20/16	\$552.48
1/5/2017	9777330468	VERIZON WIRELESS	11/21/16-12/20/16	\$1.76
1/5/2017	7773	World Landscape	Admin landscaping 12/20	\$200.00
1/5/2017	3020178093	PARKHOUSE TIRE, INC.	Tires/recycling fee	\$4,944.74
Document Date	Document Number	Vendor Name	Transaction Description	Document Amount
1/5/2017	3020178300	PARKHOUSE TIRE, INC.	Recycling fee	\$19.44
1/5/2017	1211708	Task Force Tips	4" Swivle Part Set	\$149.03
1/5/2017	23829	Richardson Technologies	Call out unit replacement	\$289.00

1/5/2017	61884745	OCCUPATIONAL HEALTH CENTERS OF CA	RNBW physicals	\$5,352.65
1/5/2017	61897537	OCCUPATIONAL HEALTH CENTERS OF CA	RNBW physicals	\$3,721.95
1/5/2017	STMT 12/2016	ROBERT JAMES	Legal retainer 12/2016	\$950.00
1/5/2017	12/5/16-1/1/17	TIME WARNER CABLE	High speed internet insta	\$7,784.65
1/5/2017	155812	HI-TECH E.V.S. INC.	Conversion kits/flapper	\$1,150.44
1/5/2017	06L0030618029	READY FRESH	11/21/16-12/20/16	\$201.89
1/5/2017	06L0030602940	READY FRESH	11/21/16-12/20/16	\$7.55
1/5/2017	06L9901381948	READY FRESH	11/21/16-12/20/16	\$36.71
1/5/2017	ETHERNET INSTALL	TIME WARNER CABLE	Ethernet install	\$1,495.19
1/5/2017	94409623	MCMASTER-CARR SUPPLY CO.	MX parts	\$487.15
1/5/2017	55501054	Linde Gas North America LLC	Medical disposal	\$226.62
1/5/2017	STMT 11/30/16	UNION-TRIBUNE	Subscription	\$196.86
1/5/2017	25-000935	Arrow Pipeline Repair, Inc.	Admin 4' ABS clean	\$225.00
1/5/2017	17158	Advanced Communication Systems, Inc.	Kenwood Coil Cord Cable	\$1,233.52
1/5/2017	54247	MURPHY'S PRINTING	Business reply envelopes	\$156.60
1/5/2017	PARKING DCA	STEVE MAROVICH	Parking DCA Reagan	\$12.00
1/5/2017	324516	ARMANINO LLP	GP training	\$5,999.54
1/5/2017	11/21/16-12/21/16-18	SDG&E	11/21/16-12/21/16-18	\$122.18
1/5/2017	11/17/16-12/19/16-00	SDG&E	11/17/16-12/19/16	\$170.20
1/5/2017	11/17/16-12/19/16-67	SDG&E	11/17/16-12/19/16	\$112.36
1/5/2017	11/21/16-12/21/16-78	SDG&E	11/21/16-12/21/16	\$95.47
1/5/2017	11/21/16-12/21/16-98	SDG&E	11/21/16-12/21/16	\$397.46
1/5/2017	11/21/16-12/21/16-71	SDG&E	11/21/16-12/21/16	\$22.70
1/5/2017	11/21/16-12/21/16-32	SDG&E	11/21/16-12/21/16	\$20.14
1/5/2017	S-270 AIR OPS	CHRISTOPHER MATTAROLLO	S-270 Air Operations	\$250.00
1/5/2017	TRAIN INSTR 1C	DAVID HELMAN	Training Instructor 1C	\$225.00
1/5/2017	9777540798	VERIZON WIRELESS	11/24/16-12/23/16	\$738.75
1/5/2017	11/18/16-12/17/16	RAINBOW MUNICIPAL WATER DIST	11/18/16-12/17/16	\$418.13
1/5/2017	3019	County of San Diego	Legal ads candidacy	\$305.42
1/5/2017	STMT 12/2016	O'Reilly Auto Parts	MX parts-O'Reilly	\$510.21
1/5/2017	11/14/16-12/13/16	FALLBROOK FIREFIGHTERS' ASSN	11/14/16-12/13/16	\$616.72
1/5/2017	3020178633	PARKHOUSE TIRE, INC.	MX supplies	\$51.84
1/5/2017	STMT 12/2016	Joe's Hardware	Hardware/Sta. supplies	\$155.61
1/5/2017	17NOCFPDN06	COUNTY OF SAN DIEGO - RCS	Fire radios 12/2016	\$3,217.50
1/5/2017	STMT 12/31/16	FALLBROOK OIL COMPANY	Fuel 12/15/16-12/31/16	\$3,080.75
1/5/2017	STMT 12/2016	CROP PRODUCTION SERVICES	Gasket/Striner cover	\$130.01
1/5/2017	000009058079	AT&T	11/28/16-12/27/16	\$238.95
1/5/2017	000009058276	AT&T	11/28/16-12/27/16	\$48.48
1/5/2017	000009058084	AT&T	11/28/16-12/27/16	\$38.72
1/5/2017	000009058082	AT&T	11/28/16-12/27/16	\$317.58
1/5/2017	000009058085	AT&T	11/28/16-12/27/16	\$37.50
Document Date	Document Number	Vendor Name	Transaction Description	Document Amount
1/5/2017	000009058083	AT&T	11/28/16-12/27/16	\$451.20
1/5/2017	000009058078	AT&T	11/28/16-12/27/16	\$104.69
1/5/2017	000009053567	AT&T	11/27/16-12/26/16	\$164.13
1/5/2017	STMT 12/2016	GLENNIE'S OFFICE PRODUCTS	Office Supplies	\$690.43
1/6/2017	75270778	THE RAWLINGS COMPANY, LLC	RE: 75270778	\$1,737.14
1/6/2017	RUN #16-3302	Josefina and/or Martha Gomez	RUN #16-3302	\$50.00
1/6/2017	1621860399	BLUE SHIELD OF CA	RE: 1621860399	\$1,372.73

1/6/2017	RUN #16-1196	DENISE ZINK	RUN #16-1196	\$304.00
1/6/2017	RUN #16-3757	MICHAEL CARTER	RUN #16-3757	\$50.00
1/6/2017	RE: 151789013900	BLUE SHIELD OF CA	RE: 151789013900	\$1,706.75
1/6/2017	RUN #16-0114	JOHN AND/OR MYRNA HARDIN	RUN #16-0114	\$186.00
1/6/2017	RUN #16-2046	ELIZABETH LONG	RUN #16-2046	\$337.00
1/6/2017	RUN #16-1448	JEFF MARCHAND	RUN #16-1448	\$67.40
1/6/2017	2015192136601	LAMONT HANLEY ASSOC., INC.	INCIDENT #4967226	\$1,336.60
1/6/2017	RUN #16-1599	INGRID REINIG	RUN #16-1599	\$225.00
1/6/2017	129556180800	ANTHEM BLUE CROSS	RE: 129556180800	\$158.48
1/6/2017	RUN #372687	JUDITH MENAGH	RUN #372687	\$227.67
1/6/2017	RUN #16-1423	FRANCES SHERER	RUN #16-1423	\$337.00
1/6/2017	RUN #124456	HAWKEYE BUILDERS	RUN #124456	\$190.55
1/6/2017	RUN #16-2946	DONALD AND/OR CECIL KNUDSEN	RUN #16-2946	\$472.78
1/18/2017	PR AP 1/20/17	FALLBROOK FIREFIGHTERS' ASSN	PR AP 1/20/17	\$2,431.90
1/18/2017	PR AP 1/20/17-RESV	FALLBROOK FIREFIGHTERS' ASSN	PR AP 1/20/17	\$16.38
1/18/2017	PR AP 1/20/17	FIREFIGHTERS LEG. ACTION GRP	PR AP 1/20/17	\$110.00
1/18/2017	PR AP 1/20/17	NORTH COUNTY FIRE RESERVES	PR AP 1/20/17	\$32.76
1/18/2017	PR AP 1/20/17	LINCOLN NATIONAL	PR AP 1/20/17	\$3,063.11
1/19/2017	HUMANITIES1000	Erik Alter-Reitz	Humanities 1000	\$804.50
1/19/2017	01171005	Animated Data	Firehouse suprt 2/1/17-1,	\$375.00
1/19/2017	94498862	Arrow International	Medical supplies	\$1,194.89
1/19/2017	Q4 2016 FUEL TAX	Board of Equalization	QTR 4 2016 Fuel tax	\$970.72
1/19/2017	962	CENTRAL SUPPLY INTERNATIONAL	Microphone supplies	\$779.08
1/19/2017	1206629756	Citrix Systems, Inc	GoTo mtg 1/12/17-2/11/:	\$117.00
1/19/2017	MEDIC RENEW 17-19	John Choi	Medic renew 17-19	\$217.00
1/19/2017	61909214	OCCUPATIONAL HEALTH CENTERS OF CA	Rnbw medical - Abshire	\$707.85
1/19/2017	61923729	OCCUPATIONAL HEALTH CENTERS OF CA	Rnbw - Abshire retest	\$30.50
1/19/2017	61908445	OCCUPATIONAL HEALTH CENTERS OF CA	Rnbw - Applegate	\$775.35
1/19/2017	61922740	OCCUPATIONAL HEALTH CENTERS OF CA	Rnbw - Whitmore/Cona	\$108.50
1/19/2017	1727179	HSBC BUSINESS SOLUTIONS	Kitchen/Janitorial supplie:	\$380.42
1/19/2017	2/2017-2/2018	County of San Diego DEH	Sta. 2 Renew 2/2017-2/20:	\$405.00
1/19/2017	STA 5 2/2017-2/2018	County of San Diego DEH	Sta 5 renew 2/2017-2/20:	\$292.00
1/19/2017	STA 4 2/2017-2/2018	County of San Diego DEH	Sta 4 renew 2/2017-2/20:	\$573.00
1/19/2017	HOLDRIDGE	Desserts by Noelle	Holdridge retirement cak:	\$100.00
1/19/2017	1/1/17-1/31/17	DIRECTV	Cable 1/1/17-1/31/17	\$130.98
1/19/2017	24897	FALLBROOK AWARDS	Rnbw employee recogniti	\$129.60
1/19/2017	78201	FALLBROOK PROPANE GAS CO.	Sta. 2 propane	\$423.86
Document Date	Document Number	Vendor Name	Transaction Description	Document Amount
1/19/2017	78006	FALLBROOK PROPANE GAS CO.	311 Minnesota propane	\$581.70
1/19/2017	78007	FALLBROOK PROPANE GAS CO.	311 Minnesota propane	\$60.88
1/19/2017	12/6/16-1/5/17	FALLBROOK PUBLIC UTILITY DISTR	12/6/2016-1/5/17	\$158.41
1/19/2017	12/6/16-1/5/17 - 2	FALLBROOK PUBLIC UTILITY DISTR	12/6/16-1/5/17	\$175.70
1/19/2017	STA 2 12/2016	FALLBROOK WASTE	Refuse Sta 2 Dec 2016	\$88.90
1/19/2017	STA 5 12/2016	FALLBROOK WASTE	Refuse Sta 5 12/2016	\$115.60
1/19/2017	ADMIN 12/2016	FALLBROOK WASTE	Refuse Admin 12/2016	\$121.30
1/19/2017	STA 3 12/2016	FALLBROOK WASTE	Refuse Sta 3 12/2016	\$88.90
1/19/2017	STA 1 12/2016	FALLBROOK WASTE	Refuse Sta 1 12/2016	\$203.00
1/19/2017	RNBW 12/2016	FALLBROOK WASTE	Refuse Rnbw 12/2016	\$110.35
1/19/2017	STA 4 12/2016	FALLBROOK WASTE	Refuse Sta. 4 12/2016	\$88.90

1/19/2017	ADMIN LEASE 2/2017	Ian Forsyth	Admin Lease 02/2017	\$7,600.62
1/19/2017	189020	Fowler Pest Control	Pest control Sta 1	\$90.00
1/19/2017	11137190	Kronos	40 licenses for RNBW	\$7,784.00
1/19/2017	COMM RISK/PERS MGMT	BARRY KRUMWIEDE	Community Risk/Person	\$1,539.00
1/19/2017	1230482	MYERS-STEVENS & CO. INC.	LTD 2/2017	\$566.50
1/19/2017	4557	PALOMAR COMMUNITY COLLEGE	Fall 2016 Fire 98	\$5,956.00
1/19/2017	00062166-00	Palomar Health	Physicals 2017	\$284.00
1/19/2017	STMT 12/2016	PARADISE CHEVROLET.CADILLAC	MX parts	\$1,460.96
1/19/2017	0396851-IN	PAUL CONWAY SHIELDS	Shields	\$407.36
1/19/2017	REFILL 12/2016	PITNEY BOWES INC.	Postage refill 12/2016	\$527.28
1/19/2017	STMT 1/13/17	POSTAL ANNEX #25	Postage	\$16.78
1/19/2017	11/25/16-12/29/16	RAINBOW MUNICIPAL WATER DIST	11/25/16-12/29/16	\$58.84
1/19/2017	11/25/16-12/26/16-2	RAINBOW MUNICIPAL WATER DIST	11/25/16-12/26/16	\$209.52
1/19/2017	11/25/16-12/29/16-3	RAINBOW MUNICIPAL WATER DIST	11/25/16-12/29/16	\$28.70
1/19/2017	7/1/16-6/30/17	SAN DIEGO COUNTY VECTOR CONTROL PROGRAM	Assessment stmt 7/1/16-t	\$45.00
1/19/2017	55812	SDRMA	Certs/Amb insurance	\$605.22
1/19/2017	RED31970	Smith Marion & Company, LLP	Dec. accounting services	\$700.00
1/19/2017	RIVERA - FFII	STATE FIRE TRAINING	Rivera - FF II	\$40.00
1/19/2017	MOUSSA - FF I	STATE FIRE TRAINING	Moussa - FF I	\$40.00
1/19/2017	PUCCIO - FF I	STATE FIRE TRAINING	Puccio - FF I	\$40.00
1/19/2017	GARING - INSTRUCTOR	STATE FIRE TRAINING	Garing - Instructor	\$65.00
1/19/2017	32860	THE COUNSELING TEAM	Employee support 12/201	\$240.00
1/19/2017	1/20/17-2/19/17	TIME WARNER CABLE	1/20/17-2/19/17	\$149.95
1/19/2017	STMT 1/6/17	UNIFORM SPECIALIST/ACE UNIFORMS	Uniforms	\$8,800.10
1/19/2017	49555	VALLEY POWER SYSTEMS, INC	Coolant	\$20.31
1/19/2017	49431	VALLEY POWER SYSTEMS, INC	Gasket	\$400.52
1/19/2017	12/2/16-1/1/17	VERIZON WIRELESS	12/2/16-1/1/17	\$77.24
1/19/2017	16012099	Wittman Enterprises, LLC	Ambualnce billing 12/201	\$7,017.29
1/19/2017	087578481	XEROX - PASADENA	11/21/16-12/21/16	\$941.53
1/19/2017	087578482	XEROX - PASADENA	11/29/16-12/21/16	\$358.83
1/19/2017	NIETO - RECERT	STATE FIRE TRAINING	Nieto - Mechanic Recert	\$60.00
1/19/2017	59-0498532	A-Check America, Inc.	Rnbw - Bkgrd checks	\$1,446.75
1/23/2017	ADMIN APPRAISAL 2017	Tucker Appraisal Service	Admin Appraisal	\$2,000.00
Document Date	Document Number	Vendor Name	Transaction Description	Document Amount
1/23/2017	12/21/16	SDG&E	Rainbow SDG&E	\$47.58
1/24/2017	GOSS118.92	US BANK GOVERNMENT SERVICES	Ribbon/Dry erase/Shop s	\$118.92
1/24/2017	LUCORE493.56	US BANK GOVERNMENT SERVICES	Stand up desk/HP black ii	\$493.56
1/24/2017	NIETO90.64	US BANK GOVERNMENT SERVICES	Amb radio supplies	\$90.64
1/24/2017	WILSON275.25	US BANK GOVERNMENT SERVICES	DEA Narcotics Reverse H:	\$275.25
1/24/2017	FEES 11-22-17	US BANK GOVERNMENT SERVICES	Late Fees and interest	\$64.20
1/26/2017	WEAVER557.28	US BANK GOVERNMENT SERVICES	4-shelf welded steel	\$557.28
1/26/2017	NIETO419.63	US BANK GOVERNMENT SERVICES	ASE/Otterbox/Mech Asso	\$419.63
1/31/2017	PR AP 2/3/17	FALLBROOK FIREFIGHTERS' ASSN	PR AP 2/3/17	\$2,433.90
1/31/2017	PR AP 2/3/17-RESV	FALLBROOK FIREFIGHTERS' ASSN	PR AP 2/3/17	\$15.21
1/31/2017	PR AP 2/3/17	FIREFIGHTERS LEG. ACTION GRP	PR AP 2/3/17	\$110.00
1/31/2017	PR AP 2/3/17	NORTH COUNTY FIRE RESERVES	PR AP 2/3/17	\$30.42
1/31/2017	PR AP 2/3/17	LINCOLN NATIONAL	PR AP 2/3/17	\$3,025.93



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

TO: BOARD OF DIRECTORS
FROM: STEPHEN ABBOTT FIRE CHIEF/CEO
DATE: March 1, 2017
SUBJECT: STANDING ITEM: POLICIES AND PROCEDURES

1. None.

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NORTH COUNTY FIRE PROTECTION DISTRICT

OPERATIONS DIVISION

TO: BOARD OF DIRECTORS
FROM: OPERATIONS DIVISION
DATE: WEDNESDAY, MARCH 1, 2017
SUBJECT: 2016 ANNUAL EMERGENCY STATISTICAL DATA REPORT

CONSENT AGENDA

RECOMMENDATION:

Board information only, no action required.

BACKGROUND:

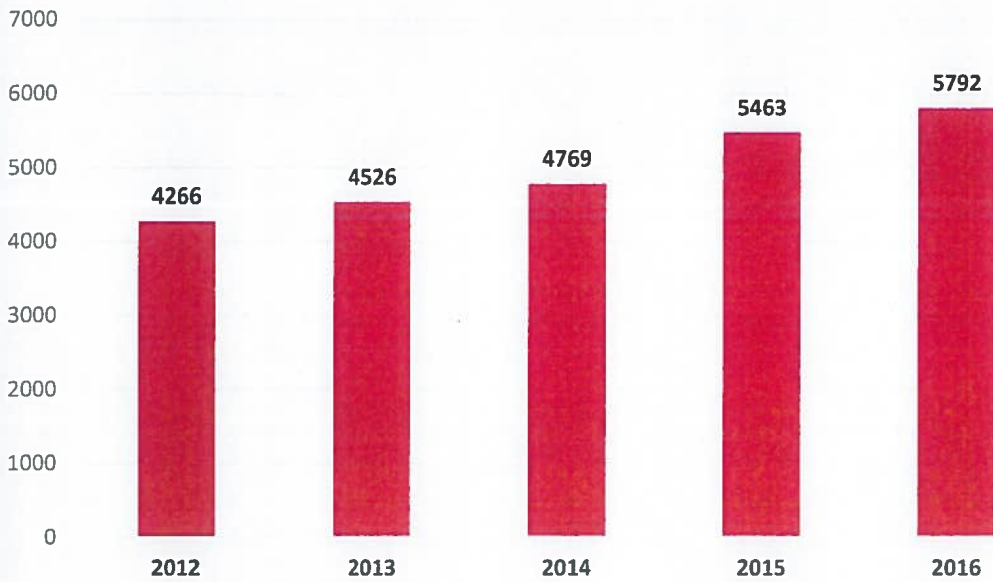
The statistics contained within this report are compiled using our internal and external records management systems (RMS) to include Firehouse (in-house records), IQCS (EMS Documentation), and North Comm CAD data (dispatch records).

The goal of this report is to provide staff and the Board of Directors a statistical summary of data from the previous year to assess the needs of the District's emergency delivery system by:

- Determining the types of emergency activities that impact the District's delivery system most significantly.
- Identifying call volume as it relates to each fire station and its respective units.
- Identifying any service trends which may point to increased or decreased service demands on the delivery system.
- Allowing the District to plan for future facility, personnel and/or equipment needs.

The various charts and graphs provide an overview of our 2016 run statistics. The call types are classified using the National Fire Incident Reporting System (NFIRS) reporting procedures and are based on call outcome (what our personnel found upon arrival).

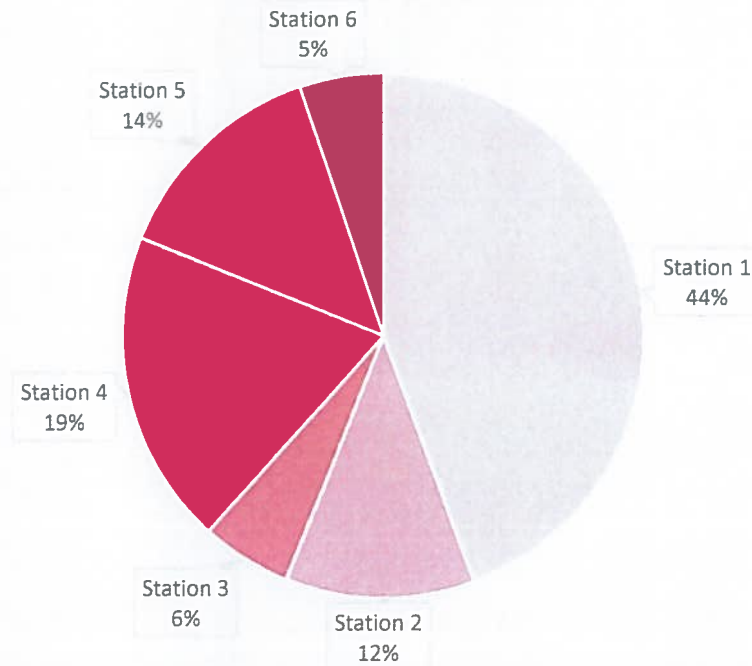
Annual Calls for Service



NCFPD responded to 5792 total requests for service of which 5280 calls were in our district. This represents a 6% increase over the previous year.

As noted on the page four, EMS Calls represent our highest requests at 68%. This amounts to a 5.6% increase of EMS calls.

Responses by Station



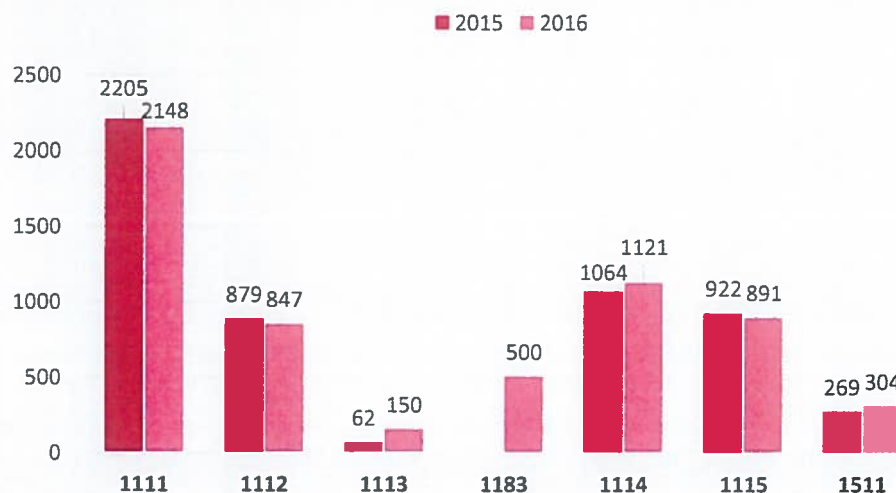
NCFPD operates out of five (5) full-time fire stations and one (1) combination station (Station 6). This table represents requests for service by station response area.

Incidents by Major Category (in district only)	2015		2016	
	#	%	#	%
Fire (building/structure, cooking, trash, vegetation, rail/water/passenger vehicle)	89	1.75%	91	1.72%
Rupture/Explosion (overpressure, excessive heat, scorch burns, chemical reaction)	4	0.08%	8	0.15%
EMS/Rescue (medical, traffic collisions, extrication, high angle, confined space, water)	3417	67.04%	3608	68.33%
Hazardous Condition (leak, spill, power line, electrical)	31	0.61%	52	0.98%
Service Call (water, smoke, animal problem, public service, assist agency, weather)	482	9.46%	454	8.60%
Good Intent (cancelled en-route, steam, gas, smoke/odor scare, no incident found)	840	16.48%	865	16.38%
False Call (smoke, heat, CO detector, alarm, sprinkler)	216	4.24%	187	3.54%
Special Incident Type (other)	18	0.35%	15	0.28%
TOTAL	5097	100%	5280	100%

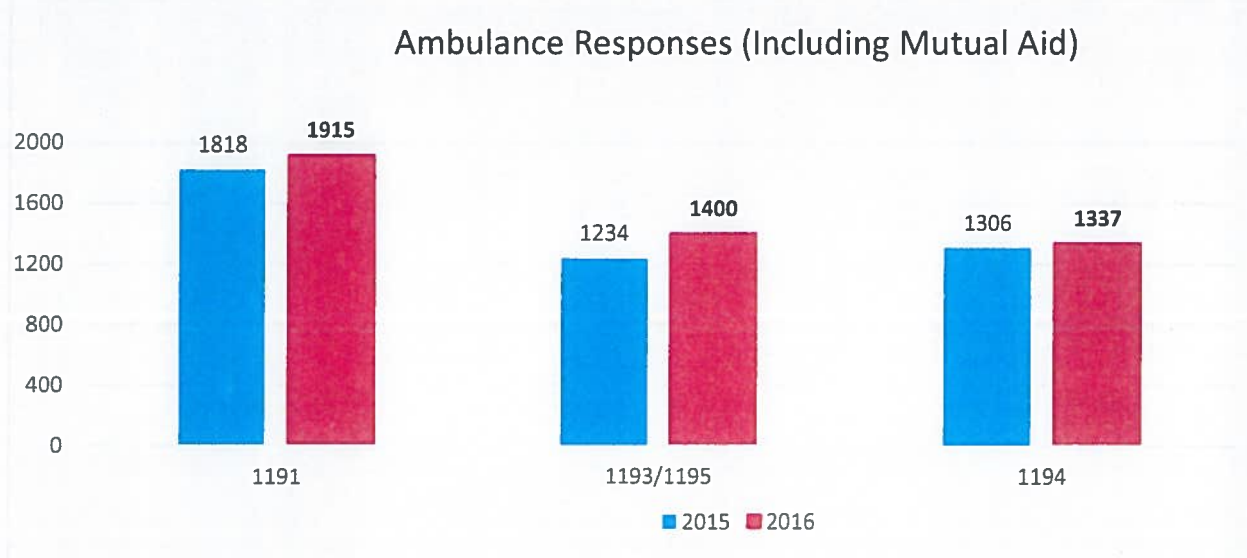
2016 Fire Incident Types

Incident Type	2015	2016
Building Fires	13	14
Vehicle/Machinery Fires	30	37
Brush/Outside Fires	36	46
Rubbish/Other Fires	39	26
Totals	118	123

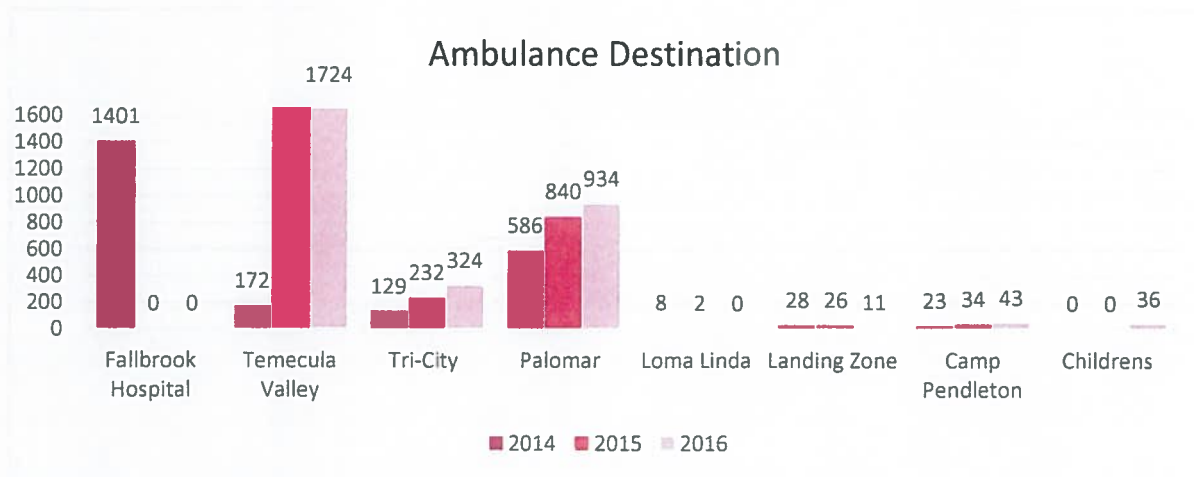
Engine Responses (2015 vs 2016)



NCFPD engines responded to 5792 calls this year including calls within district boundaries and those outside our boundaries assisting our automatic and mutual aid partners. These totals also reflect calls in which more than one engine was dispatched.



1195 was implemented in April as a result of the SAFER grant. In doing so, 1193 was put into reserve status. As such, 1193 and 1195's calls have been combined. The increase is reflective of 1195 being closer to the south end of our fire district.



The 2014 closure of Fallbrook hospital resulted in an increase in transports to Temecula Valley.

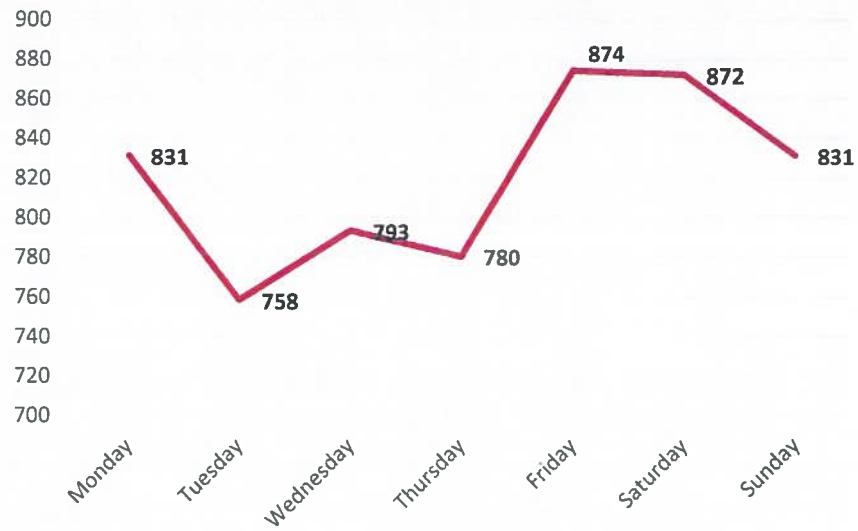
Of the 3,072 transports in 2016, 56% of patients were transported to Temecula Valley Hospital.

2016 Annual Emergency Statistical Data Report
Page 5 of 6

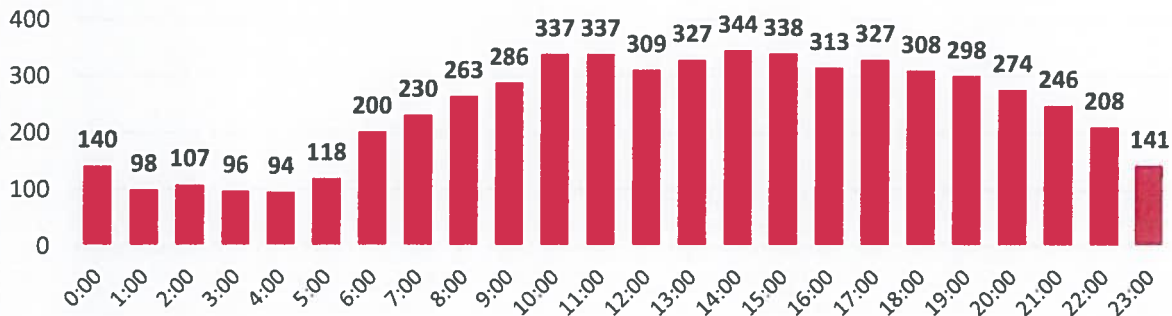
Our responses to calls for assistance vary throughout the week and are at their highest on Fridays and Saturdays.

In addition, our highest call volume peaks just before and after the lunch hour.

Responses by Day of Week



Responses by Time of Day

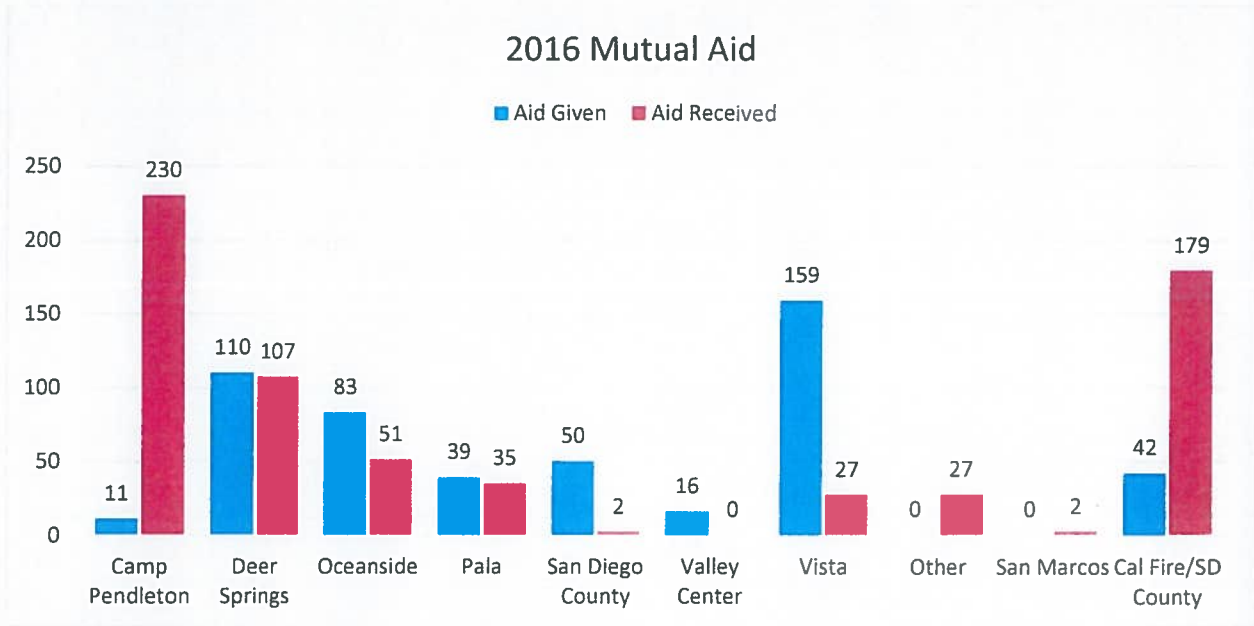


MUTUAL/AUTOMATIC AID:

Our District utilizes automatic and mutual aid on a daily basis. These agreements assure the appropriate number of personnel are on hand at all incidents regardless of availability of our in-district units.

In 2016, the North County Fire Protection District units responded to 510 incidents outside our jurisdictional boundaries and were assisted in district by our automatic and mutual aid partners 660 times.

2016 Annual Emergency Statistical Data Report
Page 6 of 6



SUMMARY:

This report reflects the annual emergency statistical data for the 2016 calendar year. During this reporting period, the organization responded to a total of 5792 calls for service. By comparing the 2015 and 2016 statistical data, the District experienced a 6% increase in emergency activity this year.



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

TO: BOARD OF DIRECTORS
FROM: STEPHEN ABBOTT, FIRE CHIEF/CEO
DATE: MARCH 1, 2017
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 C. 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. Arlene Schafer of the Costa Mesa Sanitary District is incumbent for Seat C for Southern Region and will also be running for re-election. The deadline for submitting nominations is **May 19, 2017**.

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 17, 2017
TO: CSDA Voting Member Presidents and General Managers
FROM: CSDA Elections and Bylaws Committee
**SUBJECT: CSDA BOARD OF DIRECTORS CALL FOR NOMINATIONS
SEAT C**

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 2018 - 2020 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 located within the geographic network that they seek to represent. (See attached 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, held every other month 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 CSDA's two annual events: Special Districts Legislative Days - held in the spring, and the CSDA Annual Conference - held in the fall.
- Complete all four modules of CSDA's Special District Leadership Academy within 2 years.
(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).

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 May 19, 2017.** Nominations and supporting documentation may be mailed or faxed.

Nominees will receive a Candidate's Packet in the mail. The packet will include campaign guidelines.

CSDA will mail ballots on June 2nd. The ballots must be received by CSDA no later than 5:00 p.m. August 4, 2017. The successful candidates will be notified no later than August 8, 2017. All selected Board Members will be introduced at the Annual Conference in Monterey, CA in September 2017.

Expiring Terms

(See enclosed map for Network breakdown)

Northern Network	Seat C Fred Ryness, Burney Water District*
Sierra Network	Seat C Peter Kampa, Saddle Creek Community Services District*
Bay Area Network	Seat C Stanley Caldwell, Mt. View Sanitary District*
Central Network	Seat C Sandi Miller, Selma Cemetery District*
Coastal Network	Seat C Vincent Ferrante, Moss Landing Harbor District*
Southern Network	Seat C Arlene Schafer, Costa Mesa Sanitary District*

(* = Incumbent is running for re-election)

If you have any questions, please contact Beth Hummel at 877-924-CSDA or bethh@csda.net.



**California Special
Districts Association**
Districts Stronger Together

2017 BOARD OF DIRECTORS NOMINATION FORM

Name of Candidate: _____

District: _____

Mailing Address: _____

Network: _____ (see map on back)

Telephone: _____

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

Fax: _____

E-mail: _____

Nominated by (optional): _____

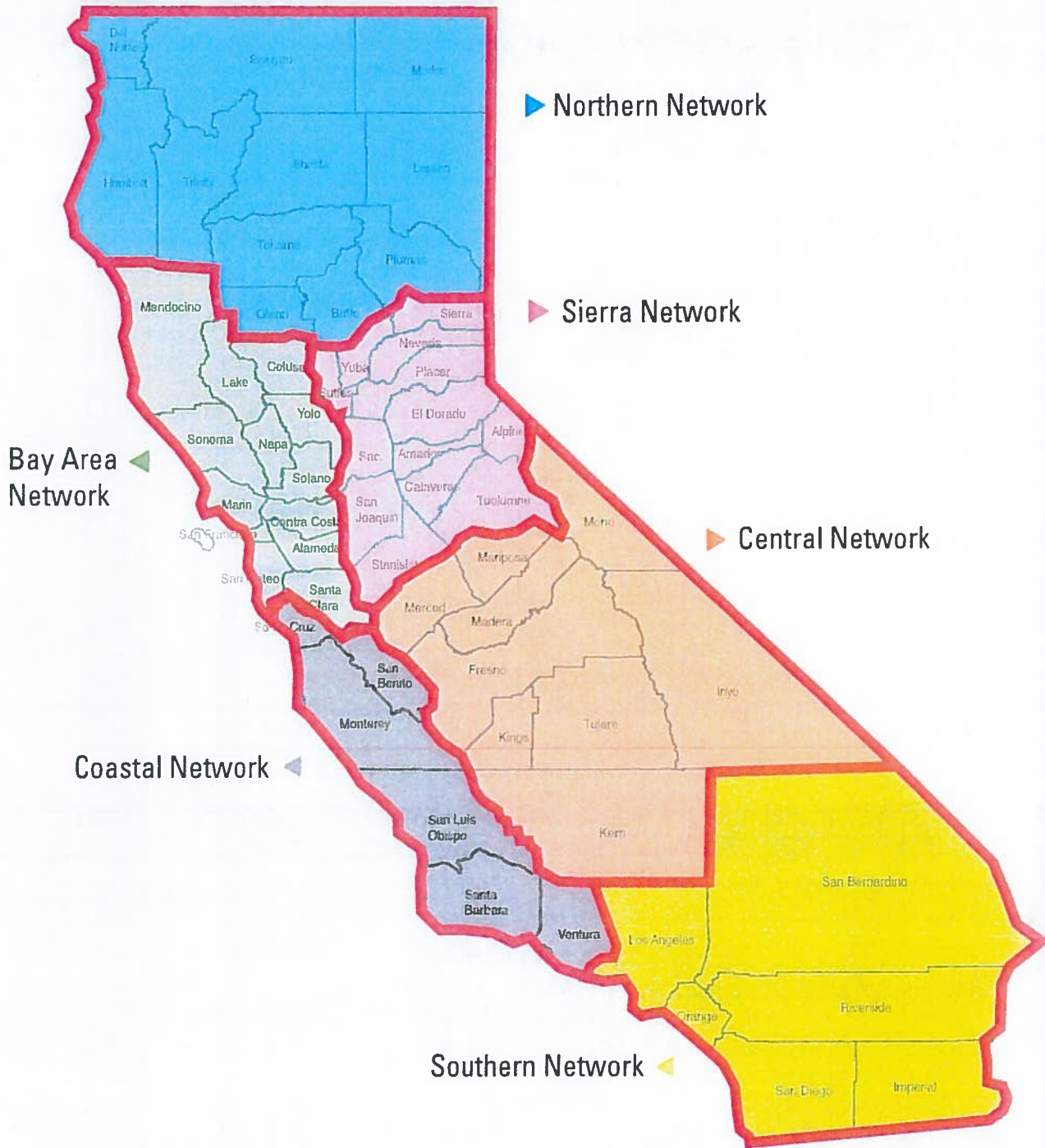
Return this **form and a Board resolution/minute action supporting the candidate and Candidate Information Sheet** by fax or mail to:

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

DEADLINE FOR RECEIVING NOMINATIONS – May 19, 2017



California Special Districts Association
DISTRICT NETWORKS





2017 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 May 31, 2017 will not be included with the ballot.**



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

TO: BOARD OF DIRECTORS
FROM: CHIEF ABBOTT
DATE: MARCH 1, 2017
SUBJECT: RESOLUTION TO PARTICIPATE IN THE URBAN AREA SECURITY INITIATIVE

ACTION AGENDA

RECOMMENDATION:

That the Board approve Resolution 2017-02 and authorize Chiefs Abbott and Marovich to execute grant-related documents on behalf of the District.

BACKGROUND:

For several years, the District has participated in the Urban Area Security Initiative (UASI), which is a federally funded grant program to assist Emergency Service Organizations (ESOs) with homeland security response training & preparedness. These grant efforts are coordinated through the San Diego Office of Homeland Security. In order to participate as a member of this group and obtain sub recipient funding, it is necessary for the District to obtain certain grant assurances, which includes written authorization from its governing body.

DISCUSSION:

The attached resolution is based off of a Cal OES template and provides staff with the necessary written authorization to participate in this program. The key stipulations of this resolution are that the District will assure:

1. To provide all matching funds required for the grant project and that any cash match will be appropriated as required.
2. Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board or authorized body.
3. Grant funds shall not be used to supplant expenditures controlled by the city council, governing board or authorized body.
4. The official executing this agreement is, in fact, authorized to do so.

***UASI Participation Resolution
March 1, 2017
Page 2 of 2***

FISCAL IMPACT:

Approval of this resolution will allow the District to receive \$4761.00 in UASI grant funds for the purchase of UASI related training activities.

RECOMMENDATION:

Approval of Resolution 2017-02 will allow the District to receive reimbursement for homeland security related training.

NORTH COUNTY FIRE PROTECTION DISTRICT



RESOLUTION 2017-02

A RESOLUTION OF THE BOARD OF DIRECTIONS OF NORTH COUNTY FIRE PROTECTION DISTRICT, SAN DIEGO COUNTY, STATE OF CALIFORNIA, GRANTING APPROVAL TO OBTAIN FEDERAL FINANCIAL ASSISTANCE

WHEREAS, The United States Department of Homeland Security (“DHS”) designated San Diego as an eligible high risk urban area through an analysis of relative risk of terrorism, the San Diego Urban Area (“SDUA”) was established for the purpose of application for and allocation and distribution of federal Urban Areas Security Initiative (“UASI”) program grant funds; and

WHEREAS, The Urban Area Working Group (“UAWG”), a collaborative subcommittee established by the San Diego County Unified Disaster Council, was established as the Approval Authority for the SDUA, to provide overall governance of the homeland security grant program across the SDUA, to coordinate development and implementation of all UASI program initiatives, and to ensure compliance with all UASI program requirements; and

WHEREAS, The City of San Diego Office of Homeland Security (“SD OHS”), as the “core city” for the SDUA, will serve as the chair and the UASI Grant Administrator, and SD OHS Executive Director is responsible for implementing and managing the policy and program decisions of the Approval Authority, directing the work of the UASI Management Team personnel, and performing other duties as determined and directed by the Approval Authority, and

WHEREAS, San Diego has been designated as the grantee for UASI funds granted by the DHS through the California Office of Emergency Services (“Cal OES”) to the SDUA, with responsibility to establish procedures and execute sub-grant agreements for the distribution of UASI program grant funds to jurisdictions selected by the Approval Authority to receive grant funding; and

WHEREAS, San Diego has been designated to serve as the fiscal agent for the Approval Authority, and to establish procedures and provide all financial services for distribution of UASI program grant funds within the SDUA; and

WHEREAS, Pursuant to grant allocation decisions by the Approval Authority, the UASI Management Team has asked San Diego to distribute a portion of the regional UASI grant funds to North County Fire Protection District on the terms and conditions set forth in the “Agreement Between the City of San Diego Office of Homeland Security and the North County Fire Protection District for the Distribution of FY 2016 UASI Grant Funds” (herein referred to and attached as Exhibit “A”);

NORTH COUNTY FIRE PROTECTION DISTRICT



RESOLUTION 2017-02

A RESOLUTION OF THE BOARD OF DIRECTIONS OF NORTH COUNTY FIRE PROTECTION DISTRICT, SAN DIEGO COUNTY, STATE OF CALIFORNIA, GRANTING APPROVAL TO OBTAIN FEDERAL FINANCIAL ASSISTANCE

WHEREAS, North County Fire Protection District has a long-standing history of working cooperatively to maintain a culture of preparedness and continuous improvement with the City of San Diego Office of Homeland Security ("SD OHS") and regularly applies for regional UASI grant funds as a SUBRECIPIENT; and

WHEREAS, North County Fire Protection District agrees to comply with all Grant Assurances included in Appendix B of Exhibit "A," attached hereto and incorporated by reference as though fully set forth herein; and

WHEREAS, in accordance with Appendix B of Exhibit "A," the Board of Directors of North County Fire Protection District hereby agrees to and provides this proof of authority:

- To provide all matching funds required for the grant project and that any cash match will be appropriated as required; and
- Any liability arising out of the performance of this Agreement shall be the responsibility of North County Fire Protection District and the Board of Directors of North County Fire Protection District; and
- Grants funds shall not be used to supplant expenditures controlled by the Board of Directors of North County Fire Protection District; and
- The officials executing this agreement are in fact, authorized to do so.

NOW, THEREFORE, be resolved by the Board of Directors of North County Fire Protection District, San Diego County, State of California, that the following individuals are hereby authorized to execute for and on behalf of North County Fire Protection District, the named applicant, a public agency established under the laws of the State of California, any actions necessary for the purpose of obtaining federal financial assistance provided by the Federal Department of Homeland Security and sub-granted through the State of California:

- Stephen J. Abbott, Fire Chief/CEO; or
- Steven Marovich, Deputy Fire Chief.

FURTHERMORE, the Board of Directors of North County Fire Protection District, San Diego County, State of California, hereby authorizes those abovenamed individuals to execute, deliver and perform upon the subject Agreement(s) for and on behalf of the North County Fire Protection District, to take any actions necessary for the purpose of obtaining federal financial assistance provided by the federal Department of Homeland

NORTH COUNTY FIRE PROTECTION DISTRICT



RESOLUTION 2017-02

A RESOLUTION OF THE BOARD OF DIRECTIONS OF
NORTH COUNTY FIRE PROTECTION DISTRICT,
SAN DIEGO COUNTY, STATE OF CALIFORNIA, GRANTING
APPROVAL TO OBTAIN FEDERAL FINANCIAL ASSISTANCE

Security and sub-granted through the California Governor's Office of Emergency Services.

APPROVED, SIGNED AND ADOPTED by the Board of Directors, North County Fire Protection District, County of San Diego, State of California, on this **1st day of March, 2017**, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

Kenneth Munson, Board President

ATTEST:

I HEREBY CERTIFY that the foregoing is a true and correct copy of the Resolution duly and regularly adopted by the Board of Directors of the North County Fire Protection District thereof held on the **1st day of March, 2017**, and that the same now appears on record in my office.

IN WITNESS THEREOF, I hereunto set my hand and affixed by official seal this **1st day of March, 2017**.

Loren A. Stephen-Porter
Board Secretary

**AGREEMENT BETWEEN THE CITY OF
SAN DIEGO OFFICE OF HOMELAND SECURITY AND THE
NORTH COUNTY FIRE PROTECTION DISTRICT
FOR THE DISTRIBUTION OF FY 2016 UASI GRANT FUNDS**

THIS AGREEMENT is made this day of March 1, 2017 in the City and County of San Diego, State of California, by and between the NORTH COUNTY FIRE PROTECTION DISTRICT ("SUBRECIPIENT") and the CITY OF SAN DIEGO, a municipal corporation ("San Diego" or "City"), in its capacity as fiscal agent for the Approval Authority, as defined below, acting by and through the San Diego Office of Homeland Security ("OHS").

RECITALS

WHEREAS, The United States Department of Homeland Security ("DHS") designated San Diego as an eligible high risk urban area through an analysis of relative risk of terrorism, the San Diego Urban Area ("SDUA") was established for the purpose of application for and allocation and distribution of federal Urban Areas Security Initiative ("UASI") program grant funds; and

WHEREAS, The Urban Area Working Group ("UAWG"), a collaborative subcommittee established by the San Diego County Unified Disaster Council, was established as the Approval Authority for the SDUA, to provide overall governance of the homeland security grant program across the SDUA, to coordinate development and implementation of all UASI program initiatives, and to ensure compliance with all UASI program requirements; and

WHEREAS, The City of San Diego Office of Homeland Security ("SD OHS"), as the "core city" for the SDUA, will serve as the chair and the UASI Grant Administrator, and SD OHS Executive Director is responsible for implementing and managing the policy and program decisions of the Approval Authority, directing the work of the UASI Management Team personnel, and performing other duties as determined and directed by the Approval Authority, and

WHEREAS, San Diego has been designated as the grantee for UASI funds granted by the DHS through the California Office of Emergency Services ("Cal OES") to the SDUA, with responsibility to establish procedures and execute subgrant agreements for the distribution of UASI program grant funds to jurisdictions selected by the Approval Authority to receive grant funding; and

WHEREAS, San Diego has been designated to serve as the fiscal agent for the Approval Authority, and to establish procedures and provide all financial services for distribution of UASI program grant funds within the SDUA; and

WHEREAS, Pursuant to grant allocation decisions by the Approval Authority, the UASI Management Team has asked San Diego to distribute a portion of the regional UASI grant funds to SUBRECIPIENT on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

**ARTICLE 1
DEFINITIONS**

1.1 **Specific Terms.** Unless the context requires otherwise, the following capitalized terms (whether singular or plural) shall have the meanings set forth below:

(a) “**ADA**” shall mean the Americans with Disabilities Act (including all rules and regulations there under) and all other applicable federal, state and local disability rights legislation, as the same may be amended, modified or supplemented from time to time.

(b) “**Authorized Expenditures**” shall mean expenditures for those purposes identified and budgeted in the SUBRECIPIENT Award Letter (Appendix A) and/or approved modification.

(c) “**Event of Default**” shall have the meaning set forth in Section 7.1.

(d) “**Fiscal Quarter**” shall mean each period of three calendar months commencing on July 1, October 1, January 1, and April 1, respectively.

(e) “**Grant Funds**” shall mean any and all funds allocated or disbursed to SUBRECIPIENT (DUNS#: 966289886) under this Agreement. This Agreement shall specifically cover funds allocated or disbursed from Cal OES Grant No. 2016-0102, Cal OES ID No. 073-66000, CFDA No. 97.067, per Cal OES award notice dated September 16, 2016.

(f) “**Grant Plan**” shall mean the plans, performances, events, exhibitions, acquisitions or other activities or matter, and the budget and requirements, described in the approved Financial Management Forms Workbook (FMFW). If SUBRECIPIENT requests any modification to the Grant Plan, SUBRECIPIENT shall submit a written request to the SD OHS Executive Director with the following information: Scope of change requested, reason for change, proposed plan for change, summary of approved and requested modifications to the Grant Plan, and any necessary approvals in support of change (e.g., EHP).

(g) “**Indemnified Parties**” shall mean: (i) San Diego, including all commissions, departments including OHS, agencies, and other subdivisions of San Diego; (ii) San Diego’s elected officials, directors, officers, employees, agents, successors, and assigns; and (iii) all persons or entities acting on behalf of the foregoing.

(h) “**Losses**” shall mean any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, judgments, fees, expenses and costs of whatsoever kind and nature (including legal fees and expenses and costs of investigation, of prosecuting or defending any Loss described above) whether or not such Loss be founded or unfounded, of whatsoever kind and nature.

(i) “**Reimbursement Request**” shall have the meaning set forth in Section 3.10(a).

(j) “**UASI Management Team**” shall mean The City of San Diego Office of Homeland Security Executive Director, Program Manager, Supervising Homeland Security Coordinator, as well as project, grant, and administrative staff. The Executive Director appoints members to the Management Team to implement the policies of the UAWG.

(k) “**Pass-through entity**” shall mean a non-Federal entity that provides a sub award to a subrecipient to carry out part of a Federal Program.

1.2 **Additional Terms.** The terms “as directed,” “as required” or “as permitted” and similar terms shall refer to the direction, requirement, or permission of City. The terms “sufficient,” “necessary” or “proper” and similar terms shall mean sufficient, necessary or proper in the sole judgment of City. The terms “approval,” “acceptable” or “satisfactory” or similar terms shall mean approved by, or acceptable or satisfactory to, City. The terms “include,” “included” or “including” and similar terms shall be deemed to be followed by the words “without limitation.” The use of the term “subcontractor,” “successor” or “assign” herein refers only to a subcontractor, successor or assign expressly permitted under Article 8.

1.3 **References to this Agreement.** References to this Agreement include: (a) any and all appendices, exhibits, schedules, and attachments hereto; (b) any and all statutes, ordinances, regulations or other documents expressly incorporated by reference herein; and (c) any and all amendments, modifications or supplements hereto made in accordance with Section 10.2. References to articles, sections, subsections or appendices refer to articles, sections or subsections of or appendices to this Agreement, unless otherwise expressly stated. Terms such as “hereunder,” “herein” or “hereto” refer to this Agreement as a whole.

1.4 **Reference to laws.** Any reference in this Agreement to a federal or state statute, regulation, executive order, requirement, policy, guide, guideline, information bulletin, or instruction shall mean that statute, regulation, executive order, requirement, policy, guide, guideline, information bulletin, or instruction as is currently in effect and as may be amended, modified or supplemented from time to time.

ARTICLE 2 ALLOCATION AND CERTIFICATION OF GRANT FUNDS; LIMITATIONS ON SAN DIEGO’S OBLIGATIONS

2.1 **Risk of Non-Allocation of Grant Funds.** This Agreement is subject to all federal and state grant requirements and guidelines, including DHS and Cal OES requirements, guidelines, information bulletins, and instructions, the decision-making of the Cal OES and the Approval Authority, the terms and conditions of the grant award; the approved application, and to the extent applicable the budget and fiscal provisions of the San Diego City Charter. The Approval Authority shall have no obligation to allocate or direct disbursement of funds for this Agreement in lieu of allocations for new or other agreements. SUBRECIPIENT acknowledges and agrees that grant decisions are subject to the discretion of the Cal OES and Approval Authority. Further, SUBRECIPIENT acknowledges and agrees that the City shall have no obligation to disburse grant funds to SUBRECIPIENT until City and SUBRECIPIENT have fully and finally executed this Agreement. SUBRECIPIENT acknowledges and agrees that if it takes any action, informal or formal, to appropriate, encumber or expend Grant Funds before final allocation decisions by Cal OES and the Approval Authority, and before this Agreement is fully and finally executed, it assumes all risk of possible non-allocation or non-reimbursement of funds, and such acknowledgement and agreement is part of the consideration of this Agreement.

2.2 **Certification of Controller; Guaranteed Maximum Costs.** No funds shall be available under this Agreement without prior written authorization certified by the San Diego Chief Financial Officer as set forth in Section 39 of the City of San Diego City Charter:

“No contract, agreement, or other obligation for the expenditure of public funds shall be entered into by any officer of the City and no such contract shall be valid unless the Chief Financial Officer shall certify in writing that there has been made an appropriation to cover the expenditure and that there remains a sufficient balance to meet the demand thereof.”

ARTICLE 3 PERFORMANCE OF THE AGREEMENT

3.1 **Duration of Term.** The term of this Agreement shall commence on **NOVEMBER 1, 2016** and shall end at 11:59 p.m. San Diego time on **JANUARY 31, 2019.**

3.2 **Maximum Amount of Funds.** In no event shall the amount of Grant Funds disbursed hereunder exceed the amount awarded under the SUBRECIPIENT Award letter (Appendix A), Training and Exercise Participation Award Letter and/or approved modification. The City will not automatically transfer Grant Funds to SUBRECIPIENT upon execution of this Agreement. SUBRECIPIENT must submit a Reimbursement Request under Section 3.10 of this Agreement, approved by the UASI Management Team and City, before the City will disburse Grant Funds to SUBRECIPIENT.

3.3 **Use of Funds.**

(a) **General Requirements.** SUBRECIPIENT shall use the Grant Funds received under this Agreement for the purposes and in the amounts set forth in the Grant Plan. SUBRECIPIENT shall not use or expend Grant Funds for any other purpose, including but not limited to, for matching funds for other federal grants/cooperative agreements, lobbying or intervention in federal regulatory or adjudicatory proceedings, or to sue the federal government or any other government entity. SUBRECIPIENT shall not permit any federal employee to receive Grant Funds.

(b) **Modification of Grant Plan.** Under Sections 1.1(f) and 10.2 of this Agreement, SUBRECIPIENT may submit a written request to modify the Grant Plan. SUBRECIPIENT shall not appropriate, encumber or expend any additional or reallocated Grant Funds pursuant to such a request for modification until the SD OHS Executive Director or designee has provided written approval for the request. In addition, if the modification request requires approval from the Approval Authority and/or Cal OES, as determined by the SD OHS Executive Director, SUBRECIPIENT shall not appropriate, encumber or expend any additional or reallocated Grant Funds pursuant to the modification request without approval from the Approval Authority and/or Cal OES.

(c) **No Supplanting.** SUBRECIPIENT shall use Grant Funds to supplement existing funds, and not replace (supplant) funds that have been appropriated for the same purpose.

(d) **Obligations.** SUBRECIPIENT must expend Grant Funds in a timely manner consistent with the grant milestones, guidance and assurances; and make satisfactory progress toward the goals, objectives, milestones and deliverables in this Agreement.

(e) **Subawards.** SUBRECIPIENT is not an authorized pass-through entity and is not authorized to make any subawards of Grant Funds.

3.4 **Grant Assurances; Other Requirements; Cooperation with Monitoring.**

(a) SUBRECIPIENT shall comply with all Grant Assurances included in Appendix B, attached hereto and incorporated by reference as though fully set forth herein. SUBRECIPIENT shall require all contractors and other entities receiving Grant Funds from SUBRECIPIENT to execute a copy of the Grant Assurances, and shall ensure that they comply with those Grant Assurances.

(b) In addition to complying with all Grant Assurances, SUBRECIPIENT shall comply with all applicable statutes, regulations, executive orders, requirements, policies, guides, guidelines, information bulletins, Cal OES grant management memos, and instructions; the terms and conditions of the grant award; the approved application, and any conditions imposed by Cal OES or the Approval Authority. SUBRECIPIENT shall require and ensure that all contractors and other entities receiving Grant Funds from SUBRECIPIENT comply with all applicable statutes, regulations, executive orders, requirements, policies, guides, guidelines, information bulletins, Cal OES grant management memos, and

instructions; the terms and conditions of the grant award; the approved application, and any conditions imposed by Cal OES or the Approval Authority.

(c) SUBRECIPIENT shall promptly comply with all standards, specifications and formats of San Diego and the UASI Management Team, as they may from time to time exist, related to evaluation, planning and monitoring of the Grant Plan and compliance with this Agreement. SUBRECIPIENT shall cooperate in good faith with San Diego and the UASI Management Team in any evaluation, inspection, planning or monitoring activities conducted or authorized by DHS, Cal OES, San Diego or the UASI Management Team. For ensuring compliance with non-supplanting requirements, upon request by City or the UASI Management Team, SUBRECIPIENT shall supply documentation certifying that a reduction of non-federal resources occurred for reasons other than the receipt or expected receipt of Grant Funds.

3.5 **Administrative, Programmatic and Financial Management Requirements.** SUBRECIPIENT shall establish and maintain administrative, programmatic and financial management systems and records in accordance with federal and State of California requirements. This provision requires, at a minimum, that SUBRECIPIENT comply with the following non-exclusive list of regulations commonly applicable to DHS grants, as applicable to this Agreement and the Grant Plan:

- (a) Administrative Requirements:
 - 1. 2 CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (formerly 44 CFR Part 13, OMB Circulars A-21, A-87, A-89, A-102, A-110, A-122, and A-133).
- (b) Cost Principles:
 - 1. 2 CFR Part 200, Subpart E - *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (formerly 44 CFR Part 13, OMB Circulars A-21, A-87, A-89, A-102, A-110, A-122, and A-133);
 - 2. Federal Acquisition Regulations (FAR), Part 31.2 *Contract Principles and Procedures, Contracts with Commercial Organizations*.
- (c) Audit Requirements:
 - 1. 2 CFR Part 200 Subpart F - *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (formerly 44 CFR Part 13, OMB Circulars A-21, A-87, A-89, A-102, A-110, A-122, and A-133).

3.6 **Technology Requirements.**

(a) National Information Exchange Model ("NIEM"). SUBRECIPIENT shall use the latest NIEM specifications and guidelines regarding the use of Extensible Markup Language ("XML") for all awards of Grant Funds.

(b) Geospatial Guidance. SUBRECIPIENT is encouraged to use Geospatial technologies, which can capture, store, analyze, transmit and/or display location-based information (i.e., information linked to a latitude and longitude), and to align any geospatial activities with the guidance available on the Federal Emergency Management Agency ("FEMA") website.

(c) Criminal Intelligence Systems Operating Policies. Any information technology system funded or supported by Grant Funds shall comply with 28 CFR Part 23, *Criminal Intelligence Systems Operating Policies*, if applicable.

(d) SUBRECIPIENT is encouraged to use the DHS guidance in *Best Practices for Government Use of CCTV: Implementing the Fair Information Practice Principles*, if Grant Funds are

used to purchase or install closed circuit television (CCTV) systems or to support operational CCTV systems.

3.7 Procurement Requirements.

(a) General Requirements. SUBRECIPIENT shall follow its own procurement requirements as long as those requirements comply with all applicable federal and State of California statutes, regulations, requirements, policies, guides, guidelines and instructions, including the most recent restrictions in Executive Order 13688 on purchases of specified controlled equipment (see NOFO at pg. 59).

(b) Contract Provisions. All contracts made by the SUBRECIPIENT using Grant Funds must contain the applicable contract clauses described in Appendix II to the Uniform Rules (Contract Provisions for non-Federal Entity Contract Under Federal Awards). 2C.F.R. § 200.326.

(b) Specific Purchases. If SUBRECIPIENT is using Grant Funds to purchase interoperable communication equipment, SUBRECIPIENT shall consult DHS's SAFECOM's coordinated grant guidance, which outlines standards and equipment information to enhance interoperable communication. If SUBRECIPIENT is using Grant Funds to acquire critical emergency supplies, prior to expending any Grant Funds, SUBRECIPIENT shall submit to the UASI Management Team for approval by Cal OES a viable inventory management plan, an effective distribution strategy, sustainment costs for such an effort, and logistics expertise to avoid situations where funds are wasted because supplies are rendered ineffective due to lack of planning.

(c) Bond requirement. SUBRECIPIENT shall obtain a performance bond for any equipment items over \$250,000 or any vehicle, aircraft or watercraft financed with Grant Funds.

3.8 Contractor Requirements.

(a) SUBRECIPIENT shall ensure and independently verify that any contractor or other entity receiving Grant Funds from SUBRECIPIENT is not debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs, under Executive Orders 12549 and 12689, as implemented at 2 CFR Part 3000. SUBRECIPIENT shall obtain documentation of eligibility before disbursing Grant Funds to any contractor or other entity. SUBRECIPIENT shall maintain documentary proof of this verification in its files. SUBRECIPIENT shall establish procedures for the effective use of the "Excluded Parties List System," to assure that it does not provide Grant Funds to excluded parties. SUBRECIPIENT shall also establish procedures to provide for effective use and/or dissemination of the list to assure that its contractors, at any tier do not make awards in violation of the non-procurement debarment and suspension common rule.

(b) SUBRECIPIENT shall ensure that any contractor or other entity receiving Grant Funds from SUBRECIPIENT complies with the requirements of 44 CFR Part 18, *New Restrictions on Lobbying*; and

(c) SUBRECIPIENT shall ensure that any contractor or other entity receiving Grant Funds from SUBRECIPIENT complies with the requirements of 2 CFR Part 3001, *Requirements for Drug-Free Workplace (Financial Assistance)*.

3.9 Monitoring Grant Performance.

(a) City and the UASI Management Team are both authorized to perform periodic monitoring reviews of SUBRECIPIENT's performance under this Agreement, to ensure that the Grant

Plan goals, objectives, performance requirements, timelines, milestone completion, budgets and other criteria are being met. Programmatic monitoring may include the Regional Federal Preparedness Coordinators, or other federal or state personnel, when appropriate. Monitoring may involve a combination of desk-based reviews and on-site monitoring visits, inspection of records, and verifications of grant activities. These reviews will involve a review and analysis of the financial, programmatic, performance and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed. The reviews may include, but are not limited to:

1. Evaluating eligibility of expenditures;
2. Comparing actual grant activities to those approved by the Approval Authority and specified in the Grant Plan;
3. Ensuring that any advances have been deposited in an interest bearing account and disbursed in accordance with applicable guidelines; and
4. Confirming compliance with: Grant Assurances; information provided on performance reports and payment requests; and needs and threat assessments and strategies.

(b) SUBRECIPIENT is responsible for monitoring and auditing the grant activities of any contractor or other entity receiving Grant Funds through or from SUBRECIPIENT. This requirement includes but is not limited to mandatory on-site verification visits.

(c) If after any monitoring review, the DHS or Cal OES makes findings that require a Corrective Action Plan by SUBRECIPIENT, the City shall place a hold on all Reimbursement Requests from SUBRECIPIENT until the findings are resolved.

3.10 **Disbursement Procedures.** San Diego shall disburse Grant Funds to SUBRECIPIENT as follows:

(a) SUBRECIPIENT shall submit to the UASI Management Team, in the manner specified for notices pursuant to Article 9, a document ("Reimbursement Request") substantially in the form attached as Appendix C, attached hereto and incorporated by reference as though fully set forth herein. The UASI Management Team shall serve as the primary contact for SUBRECIPIENT regarding any Reimbursement Request.

(b) The UASI Management Team will review all Reimbursement Requests for compliance with this Agreement and all applicable guidelines and requirements. The UASI Management Team will return to SUBRECIPIENT any Reimbursement Request that is submitted and not approved by the UASI Management Team, with a brief statement of the reason for the rejection of the Reimbursement Request.

(d) If a rejection relates only to a portion of the expenditures itemized in any Reimbursement Request, City shall have no obligation to disburse any Grant Funds for any other expenditures itemized in such Reimbursement Request unless and until SUBRECIPIENT submits a Reimbursement Request that is in all respects acceptable to the UASI Management Team.

(e) If SUBRECIPIENT is not in compliance with any provision of this Agreement, City may withhold disbursement of Grant Funds until SUBRECIPIENT has taken corrective action and currently complies with all terms and conditions of the Agreement.

3.11 **Disallowance.** SUBRECIPIENT agrees that if it claims or receives reimbursement from City for an expenditure that is later disallowed by the State of California or the federal government, SUBRECIPIENT shall promptly refund the disallowed amount to City upon City's written request. At its option, City may offset all or any portion of the disallowed amount against any other payment due to

SUBRECIPIENT hereunder or under any other Agreement with SUBRECIPIENT. Any such offset with respect to a portion of the disallowed amount shall not release SUBRECIPIENT from SUBRECIPIENT's obligation hereunder to refund the remainder of the disallowed amount.

3.12 **Sustainability.** Grant Funded programs that contain continuing personnel and operating expenses, over and above planning and implementation costs, must be sustained once the Grant Funding ends. If Equipment is purchased with grant funds the equipment must be sustained through the useful life of equipment. By executing this Agreement, SUBRECIPIENT acknowledges its responsibility and agrees to sustain continuing programs beyond the Grant Funding period. SUBRECIPIENT acknowledges and agrees that this sustainability requirement is a material term of the Agreement.

3.13 **EHP Requirements.**

(a) Grant Funded projects must comply with the federal Environmental and Historic Preservation ("EHP") program. SUBRECIPIENT shall not initiate any project with the potential to impact environmental or historic properties or resources until Cal OES and FEMA have completed EHP reviews and approved the project. Examples of projects that may impact EHP resources include: communications towers, physical security enhancements, new construction, and modifications to buildings, structures and objects that are 50 years old or greater. SUBRECIPIENT shall notify the UASI Management Team of any project that may require an EHP review. SUBRECIPIENT agrees to provide detailed project information to FEMA, Cal OES and/or the UASI Management Team, to cooperate fully in the review, and to prepare any documents requested for the review. SUBRECIPIENT shall comply with all conditions placed on the project as the result of the EHP review, and implement any treatment or mitigation measures deemed necessary to address potential adverse impacts. With prior approval of the UASI Management Team, SUBRECIPIENT may use Grant Funds toward the costs of preparing documents and/or implementing treatment or mitigation measures. Any change to the approved project scope of work will require re-evaluation for compliance with EHP requirements. If ground disturbing activities occur during project implementation, SUBRECIPIENT shall notify the UASI Management Team and ensure monitoring of ground disturbance. If any potential archeological resources are discovered, SUBRECIPIENT shall immediately cease construction in that area and notify the UASI Management Team, which will notify the appropriate State Historic Preservation Office. If SUBRECIPIENT is using Grant Funds for a communication tower project, SUBRECIPIENT shall complete its Federal Communication Commission ("FCC") EHP process before preparing its Cal OES/FEMA EHP materials, and shall include the FCC EHP materials in the Cal OES/FEMA submission.

(b) Any construction or other project that SUBRECIPIENT initiates without the necessary EHP review and approval will not be eligible for reimbursement. Failure of SUBRECIPIENT to meet federal, State, and local EHP requirements, obtain applicable permits, or comply with any conditions that may be placed on the project as the result of FEMA's and/or Cal OES's EHP review will result in the denial of Reimbursement Requests.

3.14 **National Energy Conservation Policy and Energy Policy Acts.** SUBRECIPIENT shall comply with the following requirements:

(a) Grant Funds may not be used in contravention of the Federal buildings performance and reporting requirements of Executive Order 13123, part 3 of Title V of the National Energy Conservation Policy Act (42 USC §8251 et seq.), or Subtitle A of Title I of the Energy Policy Act of 2005; and

(b) Grant Funds may not be used in contravention of Section 303 of the Energy Policy Act of 1992 (42 USC §13212).

3.15 **Royalty-Free License.** SUBRECIPIENT understands and agrees that FEMA reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and authorize others to use, for federal government purposes: (a) the copyright in any work developed using Grant Funds; and (b) any rights of copyright that SUBRECIPIENT purchases or acquires using Grant Funds. SUBRECIPIENT shall consult with the UASI Management Team and FEMA regarding the allocation of any patent rights that arise from, or are purchased with, Grant Funds.

3.16 **Publication Statements.** SUBRECIPIENT shall ensure that all publications created or developed under this Agreement prominently contain the following statement: "This document was prepared under a grant from the Federal Emergency Management Agencies Grant Programs Directorate (FEMA/GPD) within the US Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA/GPD or the US Department of Homeland Security."

3.17 **Performance Period.** SUBRECIPIENT shall ensure that hard copies of all reimbursement requests and supporting documentation will be submitted to the UASI Management Team postmarked no later than January 12, 2018. Extension requests may be granted based on extenuating circumstances beyond the control of the subrecipient and must be made via the Performance Period Extension Request Form (Appendix D). Requests must contain specific and compelling justifications as to why an extension is required and must be submitted 30 days prior to the current deadline.

ARTICLE 4 REPORTING REQUIREMENTS; AUDITS

4.1 **Regular Reports.** SUBRECIPIENT shall provide, in a prompt and timely manner, financial, operational and other reports, as requested by the UASI Management Team, in form and substance satisfactory to the UASI Management Team. Such reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages, to the maximum extent possible.

4.2 **Notification of Defaults or Changes in Circumstances.** SUBRECIPIENT shall notify the UASI Management Team and City immediately of (a) any Event of Default or event that, with the passage of time, would constitute an Event of Default; (b) any change of circumstances that would cause any of the representations or warranties contained in Article 5 to be false or misleading at any time during the term of this Agreement; and (c) any change of circumstances or events that would cause SUBRECIPIENT to be out of compliance with the Grant Assurances in Appendix B.

4.3 **Books and Records.** SUBRECIPIENT shall establish and maintain accurate files and records of all aspects of the Grant Plan and the matters funded in whole or in part with Grant Funds. Without limiting the scope of the foregoing, SUBRECIPIENT shall establish and maintain accurate financial books and accounting records relating to Authorized Expenditures and to Grant Funds received and expended under this Agreement, together with all invoices, documents, payrolls, time records and other data related to the matters covered by this Agreement, whether funded in whole or in part with Grant Funds. SUBRECIPIENT shall maintain all of the files, records, books, invoices, documents, payrolls and other data required to be maintained under this Section in a readily accessible location and condition for a period of not less than three (3) years after expiration of this Agreement or until any final audit by Cal OES has been fully completed, whichever is later.

4.4 **Inspection and Audit.** SUBRECIPIENT shall make available to the UASI Management Team, and to UASI Management Team and City employees and authorized representatives, during regular business hours, all of the files, records, books, invoices, documents, payrolls and other data required to be established and maintained by SUBRECIPIENT under Section 4.3, and allow access and the right to examine those items. SUBRECIPIENT shall permit the UASI Management Team and City, and UASI

Management Team and City employees and authorized representatives, to inspect, audit, examine and make excerpts and transcripts from any of the foregoing. The rights of the UASI Management Team and City pursuant to this Section shall remain in effect so long as SUBRECIPIENT has the obligation to maintain such files, records, books, invoices, documents, payrolls and other data under this Article 4. The DHS, the Comptroller General of the United States or designee, and Cal OES shall have the same inspection and audit rights as the City and UASI Management Team. SUBRECIPIENT shall cooperate with any federal or state audit.

4.5 **Audit Report.** If the amount specified in Section 3.2 of this agreement is \$750,000 or more, SUBRECIPIENT shall submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with GAO's *Government Auditing Standards*, and 2 CFR Part 200 Subpart F - *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. SUBRECIPIENT shall submit its audit report to the UASI Management Team no later than six months after the end of SUBRECIPIENT's fiscal year.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES

SUBRECIPIENT represents and warrants each of the following as of the date of this Agreement and at all times throughout the term of this Agreement:

5.1 **No Misstatements.** No document furnished or to be furnished by SUBRECIPIENT to the UASI Management Team in connection with this Agreement, any Reimbursement Request or any other document relating to any of the foregoing, contains or will contain any untrue statement of material fact or omits or will omit a material fact necessary to make the statements contained therein not misleading, under the circumstances under which any such statement shall have been made.

5.2 **Eligibility to Receive Federal Funds.** By executing this Agreement, SUBRECIPIENT certifies that it is eligible to receive federal funds, and specifically certifies as follows:

(a) SUBRECIPIENT is not suspended, debarred or otherwise excluded from participation in federal assistance programs, as required by Executive Order 12549 and 12689, "Debarment and Suspension" and implemented at 2 CFR Part 3000.

(b) SUBRECIPIENT complies with 31 U.S.C. §1352, *Limitation on use of appropriated funds to influence federal contracting and financial transactions*, as implemented at 44 CFR Part 18 and 6 CFR Part 9.

(c) SUBRECIPIENT complies with the Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. §701 et seq., as implemented in 2 CFR Part 3001, and will continue to provide a drug-free workplace as required under that Act and implementing regulations.

(d) SUBRECIPIENT is not delinquent in the repayment of any federal debt. See OMB Circular A-129.

SUBRECIPIENT acknowledges that these certifications of eligibility to receive federal funds are material terms of the Agreement.

5.3 **NIMS Compliance.** To be eligible to receive Grant Funds, SUBRECIPIENT must meet National Incident Management System ("NIMS") compliance requirements. By executing this Agreement, SUBRECIPIENT certifies that it is in full NIMS compliance. SUBRECIPIENT acknowledges that this certification is a material term of the Agreement.

**ARTICLE 6
INDEMNIFICATION AND GENERAL LIABILITY**

6.1 **Indemnification.** SUBRECIPIENT shall indemnify, protect, defend and hold harmless each of the Indemnified Parties from and against any and all Losses arising from, in connection with or caused by SUBRECIPIENT's performance of this Agreement, including, but not limited to, the following: (a) a material breach of this Agreement by SUBRECIPIENT; (b) a material breach of any representation or warranty of SUBRECIPIENT contained in this Agreement; (c) any personal injury or death caused, directly or indirectly, by any act or omission of SUBRECIPIENT or its employees or agents; (d) any loss of or damage to property caused, directly or indirectly, by any act or omission of SUBRECIPIENT or its employees or agents; (e) the use, misuse or failure of any equipment or facility used by SUBRECIPIENT, or by any of its employees or agents, regardless of whether such equipment or facility is furnished, rented or loaned to SUBRECIPIENT by an Indemnified Party; (f) any tax, fee, assessment or other charge for which SUBRECIPIENT is responsible under Section 10.4; or (g) any infringement of patent rights, copyright, trade secret or any other proprietary right or trademark of any person or entity in consequence of the use by any Indemnified Party of any goods or services furnished by SUBRECIPIENT or its employees or agents to such Indemnified Party in connection with this Agreement. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and San Diego's costs of investigating any claims against San Diego.

6.2 **Duty to Defend; Notice of Loss.** SUBRECIPIENT acknowledges and agrees that its obligation to defend the Indemnified Parties under Section 6.1: (a) is an immediate obligation, independent of its other obligations hereunder; (b) applies to any Loss which actually or potentially falls within the scope of Section 6.1, regardless of whether the allegations asserted in connection with such Loss are or may be groundless, false or fraudulent; and (c) arises at the time the Loss is tendered to SUBRECIPIENT by the Indemnified Party and continues at all times thereafter. The Indemnified Party shall give SUBRECIPIENT prompt notice of any Loss under Section 6.1 and SUBRECIPIENT shall have the right to defend, settle and compromise any such Loss; provided, however, that the Indemnified Party shall have the right to retain its own counsel at the expense of SUBRECIPIENT if representation of such Indemnified Party by the counsel retained by SUBRECIPIENT would be inappropriate due to conflicts of interest between such Indemnified Party and SUBRECIPIENT. An Indemnified Party's failure to notify SUBRECIPIENT promptly of any Loss shall not relieve SUBRECIPIENT of any liability to such Indemnified Party pursuant to Section 6.1, unless such failure materially impairs SUBRECIPIENT's ability to defend such Loss. SUBRECIPIENT shall seek the Indemnified Party's prior written consent to settle or compromise any Loss if SUBRECIPIENT contends that such Indemnified Party shares in liability with respect thereto.

6.3 **Incidental and Consequential Damages.** Losses covered under this Article 6 shall include any and all incidental and consequential damages resulting in whole or in part from SUBRECIPIENT's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that any Indemnified Party may have under applicable law with respect to such damages.

6.4 **LIMITATION ON LIABILITY OF SAN DIEGO.** CITY'S OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF GRANT FUNDS ACTUALLY DISBURSED HEREUNDER. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE GRANT FUNDS, THE GRANT PLAN OR ANY ACTIVITIES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

ARTICLE 7
EVENTS OF DEFAULT AND REMEDIES; TERMINATION FOR CONVENIENCE

7.1 **Events of Default.** The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Agreement:

(a) **False Statement.** Any statement, representation, certification or warranty contained in this Agreement, in any Reimbursement Request, or in any other document submitted to the UASI Management Team or to City under this Agreement is found by the UASI Management Team or by City to be false or misleading.

(b) **Failure to Perform Other Covenants.** SUBRECIPIENT fails to perform or breaches any provision or covenant of this Agreement to be performed or observed by SUBRECIPIENT as and when performance or observance is due and such failure or breach continues for a period of ten (10) days after the date on which such performance or observance is due.

(c) **Failure to Comply with Applicable Laws.** SUBRECIPIENT fails to perform or breaches any of the terms or provisions of Article 12.

(d) **Voluntary Insolvency.** SUBRECIPIENT(i) is generally not paying its debts as they become due, (ii) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of SUBRECIPIENT or of any substantial part of SUBRECIPIENT's property or (v) takes action for the purpose of any of the foregoing.

(e) **Involuntary Insolvency.** Without consent by SUBRECIPIENT, a court or government authority enters an order, and such order is not vacated within ten (10) days, (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to SUBRECIPIENT or with respect to any substantial part of SUBRECIPIENT's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of SUBRECIPIENT.

7.2 **Remedies upon Event of Default.** Upon and during the continuance of an Event of Default, City may do any of the following, individually or in combination with any other remedy:

(a) **Termination.** City may terminate this Agreement by giving a written termination notice to SUBRECIPIENT and, on the date specified in such notice, this Agreement shall terminate and all rights of SUBRECIPIENT hereunder shall be extinguished. In the event of such termination, City will pay SUBRECIPIENT for Authorized Expenditures in any Reimbursement Request that was submitted and approved by the UASI Management Team and by City prior to the date of termination specified in such notice.

(b) **Withholding of Grant Funds.** City may withhold all or any portion of Grant Funds not yet disbursed hereunder, regardless of whether SUBRECIPIENT has previously submitted a Reimbursement Request or whether the UASI Management Team and/or City has approved the disbursement of the Grant Funds requested in any Reimbursement Request. Any Grant Funds withheld pursuant to this Section and subsequently disbursed to SUBRECIPIENT after cure of applicable Events of Default shall be disbursed without interest.

(c) **Return of Grant Funds.** City may demand the immediate return of any previously disbursed Grant Funds that have been claimed or expended by SUBRECIPIENT in breach of the terms of this Agreement, together with interest thereon from the date of disbursement at the maximum rate permitted under applicable law.

7.3 Termination for Convenience.

(a) City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving SUBRECIPIENT written notice of termination. The notice shall specify the date on which termination shall become effective.

(b) Upon receipt of the notice, SUBRECIPIENT shall commence and perform, with diligence, all actions necessary on the part of SUBRECIPIENT to effect the termination of this Agreement on the date specified by City and to minimize the liability of SUBRECIPIENT and City to third parties as a result of termination. All such actions shall be subject to the prior approval of the UASI Management Team.

(c) Within 30 days after the specified termination date, SUBRECIPIENT shall submit to the UASI Management Team an invoice for all Authorized Expenses incurred through the termination date. For Authorized Expenses incurred after receipt of the notice of termination, City will only reimburse SUBRECIPIENT if the Authorized Expenses received prior approval from the UASI Management Team as specified in subparagraph (b).

(d) In no event shall City be liable for costs incurred by SUBRECIPIENT or any of its contractors after the termination date specified by City.

(e) City's payment obligation under this Section shall survive termination of this Agreement.

7.4 Remedies Nonexclusive. Each of the remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The remedies contained herein are in addition to all other remedies available to City at law or in equity by statute or otherwise and the exercise of any such remedy shall not preclude or in any way be deemed to waive any other remedy.

**ARTICLE 8
ASSIGNMENTS**

8.1 No Assignment by SUBRECIPIENT. SUBRECIPIENT shall not, either directly or indirectly, assign, transfer, hypothecate, subcontract or delegate all or any portion of this Agreement or any rights, duties or obligations of SUBRECIPIENT hereunder without the prior written consent of the UASI Management Team. This Agreement shall not, nor shall any interest herein, be assignable as to the interest of SUBRECIPIENT involuntarily or by operation of law without the prior written consent of City. A change of ownership or control of SUBRECIPIENT or a sale or transfer of substantially all of the assets of SUBRECIPIENT shall be deemed an assignment for purposes of this Agreement.

8.2 Agreement Made in Violation of this Article. Any agreement made in violation of Section 8.1 shall confer no rights on any person or entity and shall automatically be null and void.

8.3 **SUBRECIPIENT Retains Responsibility.** SUBRECIPIENT shall in all events remain liable for the performance by any contractor, or assignee of all of the covenants, terms and conditions in this Agreement.

ARTICLE 9 NOTICES AND OTHER COMMUNICATIONS

9.1 **Requirements.** Unless otherwise specifically provided herein, all notices, consents, directions, approvals, instructions, requests and other communications hereunder shall be in writing, shall be addressed to the person and address set forth below and shall be (a) deposited in the U.S. mail, first class, certified with return receipt requested and with appropriate postage, (b) hand delivered or (c) sent via facsimile (if a facsimile number is provided below):

If to City of San Diego Office of Homeland Security UASI Management Team:

San Diego Office of Homeland Security
1010 Second Ave, Suite 1500
San Diego, CA 92101
Attn: Katherine Jackson, Program Manager
Facsimile No.: (619) 533-6786

If to SUBRECIPIENT:

OFFICE North County Fire Protection District
ADDRESS: 330 S. Main Avenue
CITY, STATE, ZIP: Fallbrook, CA 92028-2938
ATTN: Stephen J. Abbott, Fire Chief/CEO
FACSIMILE: (760) 723-2072

9.2 **Effective Date.** All communications sent in accordance with Section 9.1 shall become effective on the date of receipt. Such date of receipt shall be determined by: (a) if mailed, the return receipt, completed by the U.S. postal service; (b) if sent via hand delivery, a receipt executed by a duly authorized agent of the party to whom the notice was sent; or (c) if sent via facsimile, the date of telephonic confirmation of receipt by a duly authorized agent of the party to whom the notice was sent or, if such confirmation is not reasonably practicable, the date indicated in the facsimile machine transmission report of the party giving such notice.

9.3 **Change of Address.** From time to time any party hereto may designate a new address or recipient for notice for purposes of this Article 9 by written notice to the other party and the UASI Management Team.

ARTICLE 10 MISCELLANEOUS

10.1 **No Waiver.** No waiver by San Diego of any default or breach of this Agreement shall be implied from any failure by the UASI Management Team or San Diego to take action on account of such default if such default persists or is repeated. No express waiver by San Diego shall affect any default other than the default specified in the waiver and shall be operative only for the time and to the extent therein stated. Waivers by San Diego of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by the

UASI Management Team of any action requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act.

10.2 **Modification.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement; provided, however, that the General Manager or designee may establish alternate procedures for modification of the Grant Plan.

10.3 **Governing Law; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Diego.

10.4 **SUBRECIPIENT to Pay All Taxes.** SUBRECIPIENT shall pay to the appropriate governmental authority, as and when due, any and all taxes, fees, assessments or other governmental charges, including possessory interest taxes and California sales and use taxes, levied upon or in connection with this Agreement, the Grant Plan, the Grant Funds or any of the activities contemplated by this Agreement.

10.5 **Headings.** All article and section headings and captions contained in this Agreement are for reference only and shall not be considered in construing this Agreement.

10.6 **Entire Agreement.** This Agreement sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. The following Appendices are attached to and a part of this Agreement:

- Appendix A, SUBRECIPIENT Award Letter
- Appendix B, Grant Assurances
- Appendix C, Form of Reimbursement Request
- Appendix D, Performance Period Extension Request

10.7 **Certified Resolution of Signatory Authority.** Upon request of San Diego, SUBRECIPIENT shall deliver to San Diego a copy of the corporate resolution(s) authorizing the execution, delivery and performance of this Agreement, certified as true, accurate and complete by the appropriate authorized representative of SUBRECIPIENT.

10.8 **Severability.** Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

10.9 **Successors; No Third-Party Beneficiaries.** Subject to the terms of Article 8, the terms of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns. Nothing in this Agreement, whether express or implied, shall be construed to give any person or entity (other than the parties hereto and their respective successors and assigns and, in the case of Article 6, the Indemnified Parties) any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein.

10.10 **Survival of Terms.** The obligations of SUBRECIPIENT and the terms of the following provisions of this Agreement shall survive and continue following expiration or termination of this Agreement: Sections 4.3 and 4.4, Article 6, this Article 10, and the Grant Assurances of Appendix B.

10.11 **Further Assurances.** From and after the date of this Agreement, SUBRECIPIENT agrees to do such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably necessary or proper and usual to complete the transactions contemplated by this Agreement and to carry out the purpose of this Agreement in accordance with this Agreement.

10.12 **Disclosure of Subawards and Executive Compensation.** Pursuant to the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282) as amended by Section 6202(a) of the Government Funding Transparency Act of 2008 (P.L. 110-252), full disclosure to the public of entities or organizations receiving federal funds is now required. As defined by the Office of Management and Budget (OMB), all new Federal awards of \$25,000 or more as of October 1, 2010, are subject to FFATA reporting requirements. The Transparency Act definition of "Federal awards" includes not only prime awards for grantees, cooperators, and contractors, but also awards to sub-recipients. If applicable, SUBRECIPIENT must provide the following information on SUBRECIPIENT letterhead within 30 days of receipt of this Agreement.

1. The Total compensation and names of the top five executives if:
 - a) 80% or more of annual gross revenues are from Federal awards (contracts, sub-contracts and Federal financial assistance), and \$25,000,000 or more in annual gross revenues from Federal awards; and,
 - b) Compensation information is not already available through reporting to the Securities and Exchange Commission.

10.13 **Cooperation with UASI Programs and Activities.**

(a) Subject to reasonable terms and conditions, SUBRECIPIENT agrees to participate in UASI-sponsored exercises, and to make available equipment acquired with Grant Funds for use as part of such exercises.

(b) To the extent permitted by law, SUBRECIPIENT agrees to share with the Approval Authority informational work products (such as plans, reports, data, etc.) created or acquired using Grant Funds.

ARTICLE 11 INSURANCE

11.1 **Types and Amounts of Coverage.** Without limiting SUBRECIPIENT's liability pursuant to Article 6 of this Agreement, SUBRECIPIENT shall maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

(b) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

(c) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

11.2 **Additional Requirements for General and Automobile Coverage.** Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

(a) Name as Additional Insured the City and County of San Diego, its Officers, Agents, and Employees.

(b) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

11.3 **Additional Requirements Regarding Workers' Compensation.** Regarding Workers' Compensation, SUBRECIPIENT hereby agrees to waive subrogation which any insurer of SUBRECIPIENT may acquire from SUBRECIPIENT by virtue of the payment of any loss. SUBRECIPIENT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the SUBRECIPIENT, its employees, agents and subcontractors.

11.4 **Additional Requirements for All Policies.** All policies shall provide thirty days' advance written notice to the City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the City address in Article 9, Notices and Other Communications.

11.5 **Required Post-Expiration Coverage.** Should any of the required insurance be provided under a claims-made form, SUBRECIPIENT shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

11.6 **General Annual Aggregate Limit/Inclusion of Claims Investigation or Legal Defense Costs.** Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

11.7 **Lapse in Insurance.** Should any required insurance lapse during the term of this Agreement, requests for reimbursement originating after such lapse may not be processed, in the City's sole discretion, until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

11.8 **Evidence of Insurance.** Before commencing any operations or expending any Grant Funds under this Agreement, SUBRECIPIENT shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

11.9 **Effect of Approval.** Approval of the insurance by City shall not relieve or decrease the liability of SUBRECIPIENT hereunder.

11.10 **Insurance for Subcontractors and Evidence of this Insurance.** If a subcontractor will be used to complete any portion of this Agreement, SUBRECIPIENT shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Diego, its officers, agents and employees and the SUBRECIPIENT as additional insureds.

11.11 **Authority to Self-Insure.** Nothing in this Agreement shall preclude SUBRECIPIENT from self-insuring all or part of the insurance requirement in this Article. However, SUBRECIPIENT shall provide proof of self-insurance, in a form acceptable to San Diego, in the amounts of each line of self-insurance.

ARTICLE 12 COMPLIANCE

12.1 **Nondiscrimination.** In the performance of this Agreement, SUBRECIPIENT agrees not to discriminate against any employee, San Diego employee working with SUBRECIPIENT, applicant for employment with SUBRECIPIENT, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

12.2 **Conflict of Interest.** Through its execution of this Agreement, SUBRECIPIENT acknowledges that it is familiar with the provisions of Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify City if it becomes aware of any such fact during the term of this Agreement. SUBRECIPIENT agrees that it will promptly notify City in writing of all violations of State or Federal criminal law involving fraud, bribery, or gratuities affecting or involving the use of Grant Funds.

12.3 **Compliance with ADA.** SUBRECIPIENT acknowledges that, pursuant to the ADA, programs, services and other activities provided by a public entity to the public, whether directly or through a grantee or contractor, must be accessible to the disabled public. SUBRECIPIENT shall not discriminate against any person protected under the ADA in connection with all or any portion of the Grant Plan and shall comply at all times with the provisions of the ADA.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first specified herein.

CITY OF SAN DIEGO:

SUBRECIPIENT:

By:

By:

KATHERINE JACKSON
PROGRAM MANAGER
OFFICE OF HOMELAND SECURITY

SUBRECIPIENT
Stephen J. Abbott, Fire Chief/CEO
North County Fire Protection District

Federal Tax ID #: 95-6005429

Approved as to Form:
Jan I. Goldsmith
City Attorney

By: _____
Deputy City Attorney

Appendix A — SUBRECIPIENT Award Letter



November 17, 2016

Stephen Abbott
 Fire Chief
 North County Fire Protection District
 330 South Main Avenue
 Fallbrook, CA 0

SUBJECT: NOTIFICATION OF SUBRECIPIENT AWARD APPROVAL
 FY 2016 Homeland Security Grant Program
 Grant# 2016-00102 Cal OES ID# 073-66000
 Sub-recipient Performance Period: September 1, 2016, to December 31, 2018

Sub-recipient:

The San Diego Office of Homeland Security (SD OHS) has approved your FY16 Urban Area Security Initiative (UASI) award.

<u>Activities:</u>	<u>Amount</u>	<u>Completion Date</u>
All Projects	\$4,761	
Project A – Risk Management and Planning	\$	December 31, 2017
Project B – Info Analysis & Infrastructure Protection	\$	December 31, 2017
Project C – CBRNE	\$	December 31, 2017
Project D – Interoperable Communications	\$	December 31, 2017
Project E – Medical and Public Health	\$	December 31, 2017
Project F – Community Prep and Mass Care	\$	December 31, 2017
Project G – Training Participation	\$4,761	December 31, 2017
Project G – Training Conduct	\$	December 31, 2017

Once your completed MOU and Grant Assurances are signed and received in our office, you may request reimbursement of eligible grant expenditures.

During the application process, the Regional Technology Partnership (RTP) vetted and the Urban Area Working Group (UAWG) approved your project(s). Throughout the grant cycle, SD OHS will use performance milestones set in the HSGP application as indicators of performance and this information may be used in assessing future competitive grant applications. All activities funded with this award must be completed within the sub-recipient performance period.

You are required to comply with all applicable federal, state, and local environmental and historic preservation (EHP) requirements. Additionally, Aviation/Watercraft requests, projects requiring EHP review, controlled equipment, and sole source procurement requests require additional approvals from

Appendix A — SUBRECIPIENT Award Letter

North County Fire Protection District
November 17, 2016
Page 2

California Governor's Office of Emergency Services (Cal OES). Sub-recipients must obtain written approval for these activities prior to incurring any costs, in order to be reimbursed for any related costs under this grant. Sub-recipients are also required to obtain a performance bond prior to the purchase of any equipment item over \$250,000, including any aviation or watercraft financed with homeland security dollars. Performance bonds must be submitted to your UASI Program Representative no later than the time of reimbursement.

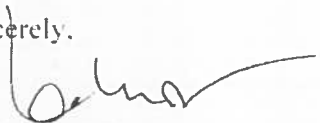
Following acceptance of this award, you must sign and return the SD OHS Memorandum of Understanding (MOU) as well as the Cal OES grant assurances. Your agency must coordinate with SD OHS to prepare and submit quarterly projections via email so that SD OHS can comply with the semi-annual BSIR reporting for the duration of the grant period or until you complete all activities and the grant is formally closed. You must also submit a copy of the Cal OES performance reports to your UASI Program Representative monthly or as directed. Failure to submit required reports could result in grant reduction, suspension, or termination.

This grant is subject to all provisions of 2 CFR Part 200. Any funds received in excess of current needs, approved amounts, or those found owed as a result of a final review or audit, must be refunded to SD OHS within 30 days upon receipt of an invoice from SD OHS.

Your dated signature is required on this letter. Please sign and return the original to your UASI Program Representative at 1010 2nd Ave Ste. 1500, San Diego, CA 92101 within 20 days of receipt and keep a copy for your files.

For further assistance, please feel free to contact your SD OHS UASI Program Representative at (619) 533-6760.

Sincerely,



Katherine Jackson
Program Manager
City of San Diego Office of Homeland Security



Stephen Abbott
Fire Chief, North County Fire Protection District

12-27-14

Date

Appendix B-- Grant Assurances

Name of Jurisdiction: North County Fire Protection District
Name of Authorized Agent: Stephen J. Abbott Address: 330 S. Main Avenue
City: Fallbrook State: California Zip Code: 92028-2938
Telephone Number: 760-723-2012
Fax Number: 760-723-2072 E-Mail Address: sabbott@ncfire.org

As the duly authorized representative of the Applicant, I hereby certify that the Applicant has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management and completion of the project described in this application, within prescribed timelines.

I further acknowledge that the Applicant is responsible for reviewing and adhering to all requirements within the:

- (a) Applicable Federal Regulations (see below);
- (b) Federal Program Notice of Funding Opportunity (NOFO);
- (c) California Supplement to the NOFO; and
- (d) Federal and State Grant Program Guidelines.

Federal Regulations

Government cost principles, uniform administrative requirements and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (CFR) and updates are issued by the Office of Management and Budget (OMB) and can be found at <http://www.whitehouse.gov/omb/>.

Significant state and federal grant award requirements (some of which appear in the documents listed above) are set forth below. The Applicant hereby agrees to comply with the following:

1. Proof of Authority

The Applicant will obtain written authorization from the city council, governing board or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board, or authorized body agree:

- (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required.
- (b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board or authorized body.

- (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board or authorized body.
- (d) The official executing this agreement is, in fact, authorized to do so.

This Proof of Authority must be maintained on file and readily available upon request.

2. Period of Performance

The Applicant will initiate work after approval of the award and complete all work within the period of performance specified in the grant.

3. Lobbying and Political Activities

As required by Section 1352, Title 31 of the U.S. Code (U.S.C.), for persons entering into a contract, grant, loan or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and §§7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

Finally, the Applicant agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

4. Debarment and Suspension

As required by Executive Orders 12549 and 12689, and 2 CFR §200.212 and codified in 2 CFR Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

5. Non-Discrimination and Equal Employment Opportunity

The Applicant will comply with all federal statutes relating to non-discrimination. These include, but are not limited to, the following:

- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. §2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
- (c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. §794), which prohibits discrimination against those with disabilities or access and functional needs;
- (d) Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs;(42 U.S.C. §§ 12101-12213.);

- (e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (f) Public Health Service Act of 1912 (42 U.S.C. §§ 290), relating to confidentiality of patient records regarding substance abuse treatment;
- (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing;
- (h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin;
- (i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
- (j) California Public Contract Code §10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;
- (k) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
- (l) The requirements of any other nondiscrimination statute(s) which may apply to the application.

In addition to the items listed in (a) through (n), the Applicant will comply with California's Fair Employment and Housing Act (FEHA). FEHA prohibits harassment and discrimination in employment because of ancestry, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth, or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave (California Government Code §§ 12940, 12945, 12945.2), military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions.

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. §701 et seq.), the Applicant certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

The Applicant will comply with state and federal environmental standards, which may be prescribed pursuant to the following, as applicable:

- (a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000-21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000-15387);
- (c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
- (d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;
- (e) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 12898 on the Environmental Justice Act, and Executive Order 11514 on Environmental Quality;
- (f) Notification of Environmental Protection Agency (EPA) violating facilities pursuant to Executive Order 11738;
- (g) Protection of wetlands pursuant to Executive Order 11990;
- (h) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- (i) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §1451 et seq.);
- (j) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §7401 et seq.);
- (k) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order Executive Order 11990 which requires preservation of wetlands;
- (l) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- (m) The Endangered Species Act of 1973, (P.L. 93-205);
- (n) Wild and Scenic Rivers Act of 1968 (16 U.S.C. §1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Applicant shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease and desist order pursuant to § 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.

8. Audits

For subrecipients expending \$750,000 or more in federal grant funds annually, the Applicant will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements.

9. Access to Records

In accordance with 2 CFR §200.336, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

The Applicant will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. Financial Management

False Claims for Payment The Applicant will comply with 31 U.S.C §3729 which sets forth that no subgrantee, recipient or subrecipient shall submit a false claim for payment, reimbursement or advance.

12. Reporting - Accountability

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), specifically (a) the reporting of subawards obligating \$25,000 or more in federal funds and (b) executive compensation data for first-tier subawards. This includes the provisions of FFATA, which includes requirements for executive compensation, and also requirements implementing the Act for the non-federal entity at 2 CFR part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

13. Whistleblower Protections

The Applicant also must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.

14. Human Trafficking

The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from: (1) engaging in trafficking in persons during the period of time that the award is in effect: (2) procuring a commercial sex act during the period of time that the award

is in effect: or (3) using forced labor in the performance of the award or subawards under the award.

15. Labor Standards

The Applicant will comply with the following federal labor standards:

- (a) Comply with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts.
- (b) Comply with the Federal Fair Labor Standards Act (29 U.S.C. § 201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

16. Worker's Compensation

The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job before commencing performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

17. Property-Related

If applicable to the type of project funded by this federal award, the Applicant will:

- (a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchase.
- (b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- (c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.).
- (d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

- (a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project.
- (b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications.
- (c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

19. Use of Cellular Device While Driving is Prohibited

Applicants are required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving a motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

20. Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Rights Act, California Government Code section 6250 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

HOMELAND SECURITY GRANT PROGRAM - PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS

21. Reporting Accusations and Findings of Discrimination

If during the past three years the recipient has been accused of discrimination on any basis the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.

In the event any court or administrative agency makes a finding of discrimination against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component financial assistance office and the CRCL office by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

22. Acknowledgment of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

23. Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

24. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.

25. Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under federal financial assistance awards.

26. Energy Policy and Conservation Act

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

27. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

28. Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property

to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942

29. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.

30. Non-supplanting Requirements

All Applicants who receive awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

32. Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

33. SAFECOM

All Applicants who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

34. Terrorist Financing

All Applicants must comply with Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the Order and laws.

35. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the Applicant's currently active grants, cooperative agreements, and procurement contracts from all federal assistance office exceeds \$10,000,000 for any period of time during the period of performance of this federal award, the Applicant must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the terms and conditions of your award.

36. USA Patriot Act of 2001

All recipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

IMPORTANT

The purpose of the assurance is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. The Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, etc. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the subrecipient may be ineligible for award of any future grants if the Cal OES determines that any of the following has occurred: (1) the recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers, including contracts under grants and cooperative agreements and subcontracts. All recipients are bound by the Department of Homeland Security Standard Terms and Conditions 2016, Version 6.0, hereby incorporated by reference, which can be found at: <https://www.dhs.gov/sites/default/files/publications/Fiscal%20Year%202016%20DHS%20General%20Terms%20and%20Conditions.pdf>

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the said Applicant.

Applicant: North County Fire Protection District

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: Stephen J. Abbott

Title: Fire Chief/CEO Date: March 1, 2017

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**NORTH COUNTY FIRE
PROTECTION DISTRICT**
ADMINISTRATIVE SERVICES

TO: BOARD OF DIRECTORS
FROM: DEPUTY CHIEF MAROVICH AND CHIEF ABBOTT
DATE: MARCH 1, 2017
SUBJECT: LEASE PURCHASE AGREEMENT FOR NEW AMBULANCE

ACTION AGENDA

RECOMMENDATION:

1. Approve Resolution 2017-03 certifying approval of Master Equipment Lease Purchase Agreement;
2. Authorize District Staff to execute the necessary contractual documents.

BACKGROUND:

As a result of increased call volume, longer transportation distances to our local receiving facilities, and financial restraints the replacement of our ambulance fleet has become somewhat of a moving target. In prior years, our ambulances would remain in a front line status for 5-7 years with a typical mileage count of 100,000 miles. In the most recent years, we are now seeing our ambulances with an excess of 100,000 miles within a three-year period. This increase in usage and the ongoing financial restraints has put a strain on our existing fleet of ambulances and is requiring that the organization re-evaluate the ambulance replacement schedule on an ongoing basis. The purchase being discussed in this report will move the fleet's oldest (2009) ambulance from front line to reserve status.

DISCUSSION:

Staff has secured a lease/purchase agreement with Community Leasing Partners, at an interest rate of 3.15%, payable in payable in five (5) equal annual payments of \$45,742.17, commencing March 1, 2018. As there will be no residual on the lease after the final payment is received on March 1, 2022, the District will own this ambulance free and clear. It is anticipated that the District should take receipt of this new ambulance late August of this year.

LEASE PURCHASE AGREEMENT FOR NEW AMBULANCE

MARCH 1, 2017

Page 2 of 2

Lease Purchase Financing (LPF) is a method for local governments and nonprofits to acquire the property and equipment they need through manageable installment payments consisting of principal and interest. The customer takes an ownership interest in the property from the onset of the lease and builds equity with each installment payment. At the end of the repayment term, the customer receives the property free and clear. Sold to investors as a tax-exempt municipal lease, lease purchases offer an attractive investment that keeps interest rates low for the lessee.

FISCAL ANALYSIS:

The purchase price for this vehicle is \$208,591.57 and over the course of the lease, the District will incur a total of \$20,119.28 in interest charges, for a total cost of \$228,710.85.

SUMMARY:

Authorizing Staff to enter into a lease/purchase agreement with Community Leasing Partners will allow the District to move forward with purchase of a new ambulance.

NORTH COUNTY FIRE PROTECTION DISTRICT



RESOLUTION 2017-03

SCHEDULE OF EQUIPMENT NO. 1 DATED 3/15/2017, TO MASTER EQUIPMENT LEASE PURCHASE AGREEMENT, DATED AS OF 03/1/2017, BETWEEN COMMUNITY FIRST NATIONAL BANK, AS LESSOR, AND NORTH COUNTY FIRE PROTECTION DISTRICT, AS LESSEE

I, the undersigned, the duly appointed, qualified and acting **Deputy Fire Chief** of the above captioned Lessee do hereby certify this date of March 1, 2017, as follows:

- (1) Lessee did, at a meeting of the governing body of the Lessee held on March 1, 2017, by motion duly made, seconded and carried, in accordance with all requirements of law, approve and authorize the execution and delivery of the above referenced Schedule of Equipment No. 01 (the "Schedule") on its behalf by the following named representative of the Lessee, to witness:

Authorized Signer: Kenneth Munson, President, Board of Directors

- (2) The above named representative of the Lessee held at the time of such authorization and holds at the present time the office set forth above.
- (3) The meeting of the governing body of the Lessee at which the Schedule was approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval and that the action approving the Schedule and authorizing the execution thereof has not been altered or rescinded.
- (4) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default (as such term is defined in the above referenced Master Equipment Lease Purchase Agreement) exists at the date hereof.
- (5) All insurance required in accordance with the above referenced Master Equipment Lease Purchase Agreement is currently maintained by the Lessee.
- (6) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Rental Payments scheduled to come due during the Original Term and to meet its other obligations for the Original Term (as such terms are defined in the above referenced Master Equipment Lease Purchase Agreement) and such funds have not been expended for other purposes.
- (7) The fiscal year of Lessee is from July 1 to June 30.

NORTH COUNTY FIRE PROTECTION DISTRICT



RESOLUTION 2017-03

SCHEDULE OF EQUIPMENT NO. 1 DATED 3/15/2017, TO MASTER EQUIPMENT LEASE PURCHASE AGREEMENT, DATED AS OF 03/1/2017, BETWEEN COMMUNITY FIRST NATIONAL BANK, AS LESSOR, AND NORTH COUNTY FIRE PROTECTION DISTRICT, AS LESSEE

The signatures below from the designated individuals from the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

APPROVED, SIGNED AND ADOPTED by the Board of Directors, North County Fire Protection District, County of San Diego, State of California, on this **1st day of March 2017**, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

Kenneth Munson, Board President

Certified by:

Steven Marovich, Deputy Fire Chief

ATTEST:

I **HEREBY CERTIFY** that the foregoing is a true and correct copy of the Resolution duly and regularly adopted by the Board of Directors of the North County Fire Protection District thereof held on the **1st day of March 2017**, and that the same now appears on record in my office.

IN WITNESS THEREOF, I hereunto set my hand and affixed by official seal this **1st day of March 2017**.

Loren A. Stephen-Porter
Board Secretary



215 S. Seth Child Road
Manhattan, KS 66502
Phone: 888.777.7850
Fax: 888.777.7875
www.clpusa.net

February 14, 2017

Steve Marovich
North County Fire Protection District
330 S. Main Avenue
Fallbrook, CA 92028

RE: Financing for One (1) New Lifeline Type III Ambulance

Dear Steve,

Thank you for the opportunity to work with North County Fire Protection District on your financing project!

This package includes the documentation with instructions to complete financing of the equipment.

Community First National Bank is listed as Lessor to this Agreement. Community Leasing Partners is a division of Community First National Bank and is the exclusive marketing, origination and placement agent for the bank.

Please return all documents with original signatures by 03/08/2017 to avoid any potential change in the payments or interest rate.

This Agreement requires three different signers from the North County Fire Protection District and an attorney's opinion letter.

Signer 1- Ken Munson, President, Board of Directors
Signer 2- Stephen Abbott, Chief Executive Officer
Signer 3- Steven Marovich, Division Deputy Fire Chief

Upon receipt of all listed documents; delivery of the equipment and your approval of the equipment invoice; we will remit payment to the vendor. This transaction is subject to acceptance of the documentation and final review and approval by the Lessor.

If you have any questions regarding the documentation, please feel free to contact me at 888.777.7850.

Respectfully,

Tara

Tara Nichols
Documentation Associate

Documentation Instructions

- ◇ **MASTER EQUIPMENT LEASE PURCHASE AGREEMENT**
 - Ken Munson -sign where indicated
- ◇ **Exhibit A – SCHEDULE OF EQUIPMENT**
 - Ken Munson -sign where indicated
- ◇ **Attachment 1 – EQUIPMENT DESCRIPTION**
 - Provide physical location where the equipment will be kept after delivery/installation
- ◇ **Attachment 2 –PAYMENT SCHEDULE**
 - Ken Munson -sign where indicated
- ◇ **Exhibit B – LESSEE RESOLUTION**
 - Print the date the Resolution is being signed
 - Print the date of the meeting in which the financing was approved
 - Ken Munson -sign as "Authorized Signer"
 - Complete the lessee's fiscal year start and end months
 - Stephen Abbott -attest the Resolution as "Attested By"
 - Steven Marovich -sign and print name as "Certified By"
- ◇ **Exhibit C - OPINION OF COUNSEL**
 - Request your legal counsel provide an Opinion of Counsel using the example provided; retyped on his/her letterhead with their signature (*If counsel would like changes, he/she must first contact CLP*)
- ◇ **Exhibit D - ACCEPTANCE CERTIFICATE**
 - Ken Munson -sign and date where indicated
- ◇ **BANK QUALIFIED CERTIFICATE**
 - Ken Munson -sign where indicated
- ◇ **INSURANCE COVERAGE REQUIRMENTS**
 - Provide Agent's contact information
 - Ken Munson -sign where indicated
- ◇ **INVOICE INSTRUCTIONS**
 - Complete contact information for payment billing invoices
- ◇ **NOTICE OF ASSIGNMENT**
 - Ken Munson -sign where indicated
- ◇ **ESCROW AGREEMENT**
 - Ken Munson- sign where indicated
- ◇ **Exhibit A- PAYMENT REQUEST FORM/ SIGNATURE CARD**
 - Ken Munson- sign where indicated
- ◇ **TAX COMPLIANCE WITH NO ARBITRAGE**
 - Ken Munson- sign and date where indicated
- ◇ **8038 - IRS Form**
 - Verify employer identification number in Box 2
 - Complete Boxes 10a & 10b
 - Ken Munson -sign and date where indicated under "Signature and Consent"
- ◇ **ADDITIONAL DOCUMENTATION NEEDED PRIOR TO VENDOR PAYMENT (at delivery):**
 - Certificate of Insurance from your insurance provider

Conditions to Funding

If, for any reason: (i) the required documentation is not returned by 03/08/2017, or has unresolved issues relating thereto, or (ii) on, or prior to the return of the documentation, there is a change of circumstances which adversely affects the expectations, rights or security of the Lessor or its assignees; then Lessor or its assignees reserves the right to adjust the quoted interest rate or withdraw/void its offer to fund this transaction in its entirety.

This contract is being issued based upon review of credit and financial materials provided by lessee that resulted in a credit approval decision. CLP is committed to working with the lessee on this transaction throughout the entire process. Failure to complete the lease in its entirety may result in a \$500 documentation fee being charged. This fee is for credit analysis, drafting of the contract, overnight services and expenses incurred in processing this agreement.

MASTER EQUIPMENT LEASE PURCHASE AGREEMENT

LESSEE: North County Fire Protection District

This Master Equipment Lease Purchase Agreement, including all exhibits and schedules hereto whether currently in existence or hereafter executed (the "Agreement"), dated as of 3/1/2017, and entered into between Community First National Bank 215 S. Seth Child Rd, Manhattan, KS 66502 ("Lessor"), and North County Fire Protection District, 330 S. Main Avenue, Fallbrook, CA 92028 a body corporate and politic duly organized and existing under the laws of the State of California ("Lessee");

RECITALS

WHEREAS, Lessee desires to lease from Lessor certain equipment described in the schedules to this Agreement, substantially in the form of Exhibit A hereto, that are executed from time to time by the parties hereto (such schedules are hereby incorporated herein and are hereinafter collectively referred to as the "Schedules", and the items of equipment leased to Lessee hereunder, together with all substitutions, proceeds, replacement parts, repairs, additions, attachments, accessories and replacements thereto, thereof or therefore, are hereinafter collectively referred to as the "Equipment") subject to the terms and conditions of and for the purposes set forth in this Agreement.

WHEREAS, the relationship between the parties shall be a continuing one and items of equipment may be added to or deleted from the Equipment from time to time by execution of additional Schedules by the parties hereto and as otherwise provided herein.

WHEREAS, Lessee is authorized under the constitution and laws of the State to enter into this Agreement for the purposes set forth herein.

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I. REPRESENTATIONS, WARRANTIES AND COVENANTS OF LESSEE

Section 1.01. Lessee represents, covenants and warrants, for the benefit of Lessor and its assignees, as follows:

- (a) Lessee is a public body, corporate and politic, duly organized and existing under the Constitution and laws of the State.
- (b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and affect its existence as a body corporate and politic. Lessee is a political subdivision of the State within the meaning of Section 103(a) of the Code or a constituted authority authorized to issue obligations on behalf of a state or local governmental unit within the meaning of the regulations promulgated pursuant to said Section of the Code.
- (c) Lessee has full power and authority under the Constitution and laws of the State to enter into this Agreement and the transactions contemplated hereby, and to perform all of its obligations hereunder.
- (d) Lessee has duly authorized the execution and delivery of this Agreement by proper action by its governing body at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the enforceability of this Agreement.
- (e) Lessee has complied or will comply with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment.
- (f) During the Lease Term, the Equipment will be used by Lessee only for the purpose of performing one or more essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than Lessee.
- (g) During the Lease Term, Lessee will annually provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing fiscal year and such other financial information relating to the ability of Lessee to continue this Agreement as may be reasonably requested by Lessor.
- (h) The Equipment will have a useful life in the hands of Lessee that is substantially in excess of the Original Term and all Renewal Terms.
- (i) The Equipment is, and during the Lease Term will remain personal property and when subjected to use by the Lessee, will not be or become fixtures.
- (j) The Equipment is essential to the function of the Lessee and the services provided to its citizens, and will be used throughout the period that this Agreement is in force for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of its authority.
- (k) During the term of this Agreement, Lessee will not dispose of or sell any part of the Equipment.
- (l) Lessee has not terminated a lease, rental agreement, installment purchase contract, or any other such agreement in the past five (5) years as a result of insufficient funds being appropriated for payments due under such an agreement.
- (m) This Agreement constitutes the legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.
- (n) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof.
- (o) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to make the Rental Payments scheduled to come due during the current fiscal year and to meet its other obligations under this Agreement for the current fiscal year, and such funds have not been expended for other purposes.
- (p) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Lessee, nor to the best knowledge of Lessee is there any basis therefore, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Agreement or any other document, agreement or certificate which is used or contemplated for use in the consummation of the transactions contemplated by this Agreement or materially adversely affect the financial condition or properties of Lessee.
- (q) All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by Lessee of this Agreement or in connection with the carrying out by Lessee of its obligations hereunder have been obtained.
- (r) The entering into and performance of this Agreement or any other document or agreement contemplated hereby to which Lessee is or is to be a party will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance on any assets of Lessee or the Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Lessee is a party or by which it or its assets may be bound, except as herein provided.

ARTICLE II. DEFINITIONS

Section 2.01. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agreement" means this Master Equipment Lease Purchase Agreement, including the Schedules and any other schedule, exhibit or escrow agreement made a part hereof by the parties hereto, whether currently in existence or hereafter executed, as the same may be supplemented or amended from time to time in accordance with the terms hereof.

"Code" means the Internal Revenue Code of 1986, as amended, and the United States Treasury Regulations in effect thereunder.

"Commencement Date" means, with respect to any Schedule, the date when the Lease Term of this Agreement with respect to that Schedule and Lessee's obligation to pay rent under that Schedule commence, which date will be the earlier of (i) the date of the Agreement, or (ii) the date on which sufficient moneys to purchase the Equipment are deposited for that purpose with an Escrow Agent.

"Equipment" means the property described in the Schedules and all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto. Whenever reference is made in this Agreement to Equipment listed in a Schedule, that reference shall be deemed to include all replacements, repairs, restorations, modifications and improvements of or to that Equipment.

"Event of Default" means, with respect to any Lease, an Event of Default described in Section 10.01.

"Escrow Agreement" means, with respect to a given Schedule, an escrow agreement in form and substance satisfactory to Lessor, between Lessee, Lessor and an escrow agent relating to the acquisition fund created thereunder.

"Lease" means, at any time, (i) if none of Lessor's interest in, to and under any Schedule has been assigned pursuant to Section 9.01, or if all of Lessor's interest in, to and under this Agreement and all Schedules have been assigned to the same assignee without any reassignment, this Agreement, or (ii) if Lessor's interest in, to and under any Schedule or Schedules has been assigned or reassigned pursuant to Section 9.01, all Schedules that have the same Lessor and this Agreement as it relates to those Schedules and the Equipment listed therein, which shall constitute a separate single lease relating to that Equipment.

"Lease Term" means, with respect to any Lease, the Original Term and all Renewal Terms of that Lease.

"Lessee" means the entity which is described in the first paragraph of this Agreement, its successors and assigns.

"Lessor" means, with respect to each Schedule and the Lease of which that Schedule is a part, (i) if Lessor's interest in, to and under that Schedule has not been assigned pursuant to Section 9.01, the entity described as such in the first paragraph of this Agreement or its successor, or (ii) if Lessor's interest in, to and under that Schedule has been assigned pursuant to Section 9.01, the assignee thereof or its successor.

"Net Proceeds" means the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorneys' fees) incurred in the collection of such claim or award.

"Original Term" means, with respect to any Lease, the period from the first Commencement Date for any Schedule under that Lease until the end of the fiscal year of Lessee in effect at that Commencement Date.

"Purchase Option Price" means, with respect to the Equipment listed on any Schedule, the amount set forth in that Schedule as the Purchase Option Price for that Equipment.

"Renewal Terms" means, with respect to any Lease, the automatic renewal terms of that Lease, as provided for in Article III of this Agreement, each having a duration of one year and a term co-extensive with the Lessee's fiscal year except the last of such automatic renewal terms which shall end on the due date of the last Rental Payment set forth in the Schedule.

"Rental Payments" means the basic rental payments payable by Lessee pursuant to Section 4.02.

"State" means the state in which Lessee is located.

"Vendor" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessor purchased or is purchasing the Equipment.

ARTICLE III. LEASE TERM

Section 3.01. Lease of Equipment. Lessor hereby demises, leases and lets to Lessee, and Lessee rents, leases and hires from Lessor, the Equipment listed in each Schedule in accordance with this Agreement and that Schedule for the Lease Term for the Lease of which that Schedule is a part. The Lease Term for each Lease may be continued at the end of the Original Term or any Renewal Term for an additional Renewal Term; provided, however, that at the end of the Original Term and at the end of each Renewal Term, Lessee shall be deemed to have continued that Lease for the next Renewal Term unless Lessee shall have terminated that Lease pursuant to **Section 4.05** or **Section 5.04**. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in the Schedules. Lessor hereby covenants to provide Lessee during the Lease Term with quiet use and enjoyment of the Equipment, and Lessee shall during the Lease Term peaceably and quietly have and hold and enjoy the Equipment, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Agreement.

Section 3.02. Continuation of Lease Term. Lessee currently intends, subject to **Section 4.05**, to continue the Lease Term for each Lease through the Original Term and all of the Renewal Terms and to pay the Rental Payments hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the Lease Term for each Lease can be obtained. The responsible financial officer of Lessee shall do all things lawfully within his or her power to obtain and maintain funds from which the Rental Payments may be made, including making provision for the Rental Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with applicable procedures of Lessee and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision whether or not to budget or appropriate funds or to extend a Lease for any Renewal Term is solely within the discretion of the then current governing body of Lessee.

Section 3.03. Return of Equipment on Termination. Upon expiration or earlier termination of any Schedule under any provision of this Agreement at a time when Lessee does not exercise its option to purchase the Equipment described in that Schedule under the provisions of this Agreement, Lessee shall deliver, at Lessee's expense, the Equipment described in that Schedule to Lessor in the same condition as existed at the Commencement Date, ordinary wear and tear expected, packaged or otherwise prepared in a manner suitable by shipment by truck or rail common carrier at a location specified by Lessor.

Section 3.04. Conditions to Lessor's Performance under Schedules. As a prerequisite to the performance by Lessor of any of its obligations pursuant to the execution and delivery of any Schedule, Lessee shall deliver to Lessor the following:

- (a) A Lessee Resolution executed by the Clerk or Secretary or other comparable officer of Lessee, in substantially the form attached hereto as Exhibit B, completed to the satisfaction of Lessor;
- (b) An Opinion of Counsel to Lessee in substantially the form attached hereto as Exhibit C respecting such Schedule and otherwise satisfactory to Lessor;
- (c) All documents, including financing statements, affidavits, notices and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate at that time;
- (d) Such other items, if any, as are set forth in such Schedule or are reasonably required by Lessor.

This Agreement is not a commitment by Lessor to enter into any Schedule not currently in existence, and nothing in this Agreement shall be construed to impose any obligation upon Lessor to enter into any proposed Schedule, it being understood that whether Lessor enters into any proposed Schedule shall be a decision solely within Lessor's discretion.

Lessee will cooperate with Lessor in Lessor's review of any proposed Schedule. Without limiting the foregoing, Lessee will provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Schedule. Such documentation may include, without limitation, documentation concerning the Equipment and its contemplated use and location and documentation or information concerning the financial status of Lessee and other matters related to Lessee.

ARTICLE IV. RENTAL PAYMENTS

Section 4.01. Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

Section 4.02. Payment of Rental Payments. Lessee shall pay Rental Payments, from any and all legally available funds, in lawful money of the United States of America, exclusively to Lessor or, in the event of assignment by Lessor, to its assignee, in the amounts and on the dates set forth in each Schedule. Rental Payments shall be in consideration for Lessee's use of the Equipment during the applicable year in which such payments are due. The

Rental Payments will be payable without notice or demand at the office of Lessor (or such other place as Lessor may from time to time designate in writing). If any Rental Payment or other sum payable under any Schedule is not paid when due, Lessee shall pay to Lessor accrued interest on such delinquent amount from the date due thereof until paid at the lesser of 18% or the maximum rate allowed by law. In the event that it is determined that any of the interest components of Rental Payments may not be excluded from gross income for purposes of federal income taxation, Lessee agrees to pay to Lessor promptly after any such determination and on the date of each Rental Payment thereafter an additional amount determined by Lessor to compensate Lessor for the loss of such excludability (including without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive absent manifest error.

Section 4.03. Interest and Principal Components. A portion of each Rental Payment is paid as, and represents payment of, interest, and the balance of each Rental Payment is paid as, and represents payment of, principal. Each Schedule will set forth the interest component and the principal component of each Rental Payment during the Lease Term.

Section 4.04. Rental Payments to be Unconditional. The obligations of Lessee to make payment of the Rental Payments required under this Article IV and other sections hereof, and to perform and observe the covenants and agreements contained herein, shall be absolute and unconditional in all events, except as expressly provided under this Agreement. Notwithstanding any dispute between Lessee and Lessor, any Vendor or any other dispute between Lessee and Lessor, any Vendor or any other person, Lessee shall make all payments of Rental Payments when due and shall not withhold any Rental Payments pending final resolution of such dispute, nor shall Lessee assert any right of set-off or counterclaim against its obligation to make such payments required under this Agreement. Lessee's obligation to make Rental Payments during the Original Term or the then-current Renewal Term for each Schedule shall not be abated through accident or unforeseen circumstances.

Section 4.05. Non appropriation. Lessee is obligated only to pay such Rental Payments under this Agreement (and any additional amounts due hereunder, if applicable) as may lawfully be made from funds budgeted and appropriated for that purpose during Lessee's then current fiscal year. Should Lessee fail to budget, appropriate or otherwise make available funds to pay Rental Payments under a Lease following the then current Original Term or Renewal Term, that Lease shall be deemed terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver written notice to Lessor of such termination at least 60 days prior to the end of the then current Original Term or Renewal Term, but failure to give such written notice shall not extend the term beyond such Original Term or Renewal Term.

ARTICLE V. TITLE TO EQUIPMENT; SECURITY INTEREST; OPTION TO PURCHASE

Section 5.01. Title to the Equipment. Upon acceptance of the Equipment by Lessee, title to the Equipment and any and all additions, repairs, replacements or modifications shall vest in Lessee, subject to the rights of Lessor under this Agreement; provided that title to the Equipment that is subject to any Lease shall thereafter immediately and without any action by Lessee vest in Lessor, and Lessee shall immediately surrender possession of that Equipment to Lessor, upon (a) any termination of that Lease other than termination pursuant to Section 5.04, or (b) the occurrence of an Event of Default with respect to that Lease. It is the intent of the parties hereto that any transfer of title to Lessor pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee shall, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer.

Section 5.02. Security Interest. To secure the payment of all Lessee's obligations under this Agreement, Lessee grants to Lessor a security interest constituting a first lien on (i) the Equipment and on all additions, attachments, accessions, that are considered to be an integral part of the equipment, and substitutions thereto, and on any proceeds there from, and (ii) the acquisition fund established under any Escrow Agreement entered into in connection therewith. Lessee agrees to execute such additional documents, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest in the Equipment. Lessee hereby authorizes the filing of financing statements under the Uniform Commercial Code in connection with the security interest granted hereunder.

Section 5.03. Personal Property. Lessor and Lessee agree that the Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. Upon the request of Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

Section 5.04. Option to Purchase. Lessee shall have the option to purchase Lessor's interest in all (but not less than all) of the Equipment described in any Schedule, upon giving written notice to Lessor at least 60 (but not more than 180) days before the date of purchase, at the following times and upon the following terms:

- (a) On the date of the last Rental Payment set forth in that Schedule (assuming this Agreement is renewed at the end of the Original Term and each Renewal Term), if the Agreement is still in effect on such day, upon payment in full to Lessor of the Rental Payments and all other amounts then due under that Schedule plus One Dollar;
- (b) On the last day of the Original Term or any Renewal Term then in effect, upon payment in full to Lessor of the Rental Payments and all other amounts then due under that Schedule plus the then applicable Purchase Option Price set forth in that Schedule; or
- (c) In the event of substantial damage to or destruction or condemnation of substantially all of the Equipment listed in that Schedule on the day specified in Lessee's written notice to Lessor of its exercise of the purchase option upon payment in full to Lessor of the Rental Payments and all other amounts then due under that Schedule, including, without limitation, interest accrued to the date of payment, plus the then applicable Purchase Option Price set forth in that Schedule.

ARTICLE VI. DELIVERY, MAINTENANCE; MODIFICATION; TAXES; INSURANCE AND OTHER CHARGES

Section 6.01. Delivery, Installation and Acceptance of Equipment. Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the locations specified in the Schedules and pay any and all delivery and installation costs in connection therewith. When the Equipment listed in any Schedule has been delivered and installed, Lessee shall immediately accept such Equipment and evidence said acceptance by executing and delivering to Lessor an Acceptance Certificate in the form attached hereto as Exhibit D.

Section 6.02. Location; Inspection. Once installed, no item of the Equipment will be moved from the location specified for it in the Schedule on which that item is listed without Lessor's consent, which consent shall not be unreasonably withheld. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

Section 6.03. Maintenance of Equipment by Lessee. Lessee agrees that at all times during the Lease Term Lessee will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition, and that Lessee will from time to time make or cause to be made all necessary and proper repairs, replacements and renewals. Lessor shall have no responsibility in any of these matters, or for the making of improvements or additions to the Equipment. Lessee shall not make material modifications to the Equipment without the prior consent of Lessor.

Section 6.04. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Equipment free of all liens, charges and encumbrances except those created by this Agreement. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Equipment will be exempt from all taxes presently assessed and levied with respect to personal property. In the event that the use, possession or acquisition of the Equipment is found to be subject to taxation in any form (except for income taxes of Lessor), Lessee will pay, as the same respectively come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Equipment and any equipment or other property acquired by Lessee in substitution for, as a renewal or replacement of, or a modification, improvement or addition to the Equipment, as well as all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment; provided that, with respect to any governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as have accrued during the Lease Term. Lessee will take no action that will cause the interest portion of any Rental payment to become includable in gross income of the recipient for purposes of federal income taxation under the Code, and Lessee will take, and will cause its officers, employees and agents to take, all affirmative action legally within its power to prevent such interest from being includable in gross income for purposes of federal income taxation under the Code. Lessee acknowledges that Lessor's yield with respect to this Agreement is dependent upon the interest component of each Rental Payment being

excluded from Lessor's income pursuant to the Code.

Section 6.05. Provisions Regarding Insurance. At its own expense, Lessee shall maintain (a) casualty insurance insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State, and any other risks reasonably required by Lessor, in an amount at least equal to the replacement cost of the Equipment, (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor and (c) workers' compensation coverage as required by the laws of the State; provided that, with Lessor's prior written consent, Lessee may self-insure against the risks described in clauses (a) and (b); provided further that, if Lessor provides such consent Lessee shall provide to Lessor information with respect to such self-insurance program as Lessor may request from time to time. All insurance proceeds from casualty losses shall be payable as hereinafter provided. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. All such casualty and liability insurance shall be with insurers that are acceptable to Lessor, shall name Lessor as a loss payee and an additional insured, respectively, and shall contain a provision to the effect that such insurance shall not be canceled or modified materially without first giving written notice thereof to Lessor at least 30 days in advance of such cancellation or modification. All such casualty insurance shall contain a provision making any losses payable to Lessee and Lessor as their respective interests may appear.

Section 6.06. Advances. In the event Lessee shall fail to maintain the full insurance coverage required by this Agreement or shall fail to keep the Equipment in good repair and operating condition, Lessor may (but shall be under no obligation to) purchase the required insurance and pay the premiums on the same or may make such repairs or replacements as are necessary and provide for payment thereof; and all amounts so advanced therefore by Lessor shall constitute additional rent for the then-current Original Term or Renewal Term, and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the date advanced until paid at the rate of 18% per annum or the maximum interest rate permitted by law, whichever is less.

ARTICLE VII. DAMAGE, DESTRUCTION AND CONDEMNATION: USE OF NET PROCEEDS

Section 7.01. Risk of Loss. Lessee is responsible for the entire risk of loss of or damage or destruction to the Equipment. No such loss, damage or destruction shall relieve Lessee of any obligation under this Agreement or any Lease.

Section 7.02. Damage, Destruction and Condemnation. If (a) the Equipment listed on any Schedule or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt replacement, repair, restoration, modification or improvement of that Equipment, unless Lessee shall have exercised its option to purchase that Equipment pursuant to Section 5.04. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

Section 7.03. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement referred to in Section 7.02, Lessee shall either complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, unless Lessee, pursuant to Section 5.04, purchases Lessor's interest in the Equipment destroyed, damaged or taken and any other Equipment listed in the same Schedule. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing Lessor's interest in the Equipment shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefore from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article IV.

ARTICLE VIII. DISCLAIMER OF WARRANTIES; VENDOR'S WARRANTIES; USE OF THE EQUIPMENT

Section 8.01. Disclaimer of Warranties. LESSEE HAS SELECTED THE EQUIPMENT AND THE VENDORS. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR WARRANTY OR REPRESENTATION WITH RESPECT THERETO. In no event shall Lessor be liable for an incidental, indirect, special or consequential damage in connection with or arising out of this Agreement or the existence, furnishing, functioning or Lessee's use of any item or products or service provided for in this Agreement.

Section 8.02. Vendor's Warranties. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights, including warranties of the Equipment, which Lessor may have against the Vendor of the Equipment. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Equipment, and not against Lessor, nor shall such matter have any effect, whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made no representation or warranties whatsoever as to the existence or availability of such warranties of the Vendor of the Equipment.

Section 8.03. Use of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all laws of the jurisdictions in which its operations involving any item of Equipment may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Equipment; provided, however, that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of Lessor, adversely affect the title of Lessor in and to any of the items of the Equipment or its interest or rights under this Agreement.

Section 8.04. Essential Nature of the Equipment. Lessee confirms and affirms that the Equipment is essential to the function of Lessee and the services provided to its citizens, that there is an immediate need for the Equipment which is not temporary or expected to diminish in the foreseeable future, and that Lessee will use substantially all the Equipment for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of its authority.

ARTICLE IX. ASSIGNMENT, SUBLEASING, INDEMNIFICATION, MORTGAGING AND SELLING

Section 9.01. Assignment by Lessor. Lessor's interest in, to, and under this Agreement; any Lease and the Equipment may be assigned and reassigned in whole or in part to one or more assignees by Lessor at any time subsequent to its execution. Lessee hereby agrees to maintain a written record of each such assignment in form necessary to comply with Section 149(a) of the Code. No such assignment shall be binding on Lessee until it has received written notice from Lessor of the assignment disclosing the name and address of the assignee. Lessee agrees to execute all documents, including chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interests in the Equipment and in this Agreement. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim, defense, set-off or other right Lessee may from time to time have against Lessor.

Section 9.02. Assignment and Subleasing by Lessee. None of Lessee's interest in, to and under this Agreement and in the Equipment may be sold, assigned, subleased, pledged or otherwise encumbered by Lessee without the prior written consent of Lessor.

Section 9.03. Release and Indemnification Covenants. To the extent permitted by law, Lessee shall indemnify, protect, hold harmless, save and keep harmless Lessor from and against any and all liabilities, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and all expenses in connection therewith (including, without limitation, counsel fees and expenses, penalties connected therewith imposed on interest received) arising out of or as (a) result of the entering into of this Agreement, (b) the ownership of any item of the Equipment, (c) the manufacture, ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment, (d) or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death to any person, and/or (e) the breach of any covenant herein or any material misrepresentation contained herein. The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason.

ARTICLE X. EVENTS OF DEFAULT AND REMEDIES

Section 10.01. Events of Default Defined. Subject to the provisions of **Section 4.05**, any of the following events shall constitute an "Event of Default" under any Lease:

- (a) Failure by Lessee to pay any Rental Payment or other payment required to be paid under that Lease at the time specified in that Lease;
- (b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed under that Lease, other than as referred to in subparagraph (a) above, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;
- (c) Any statement, representation or warranty made by Lessee in or pursuant to that Lease or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;
- (d) Any provision of that Lease shall at any time for any reason cease to be valid and binding on Lessee, or shall be declared to be null and void, or the validity or enforceability thereof shall be contested by Lessee or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee shall deny that it has any further liability or obligation under that Lease.
- (e) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or
- (f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 30 consecutive days.

Section 10.02. Remedies on Default. Whenever any Event of Default under any Lease exists, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

- (a) By written notice to Lessee, declare all Rental Payments and other amounts payable by Lessee under that Lease to the end of the then current Original Term or Renewal Term to be due;
- (b) With or without terminating that Lease, Lessor may, upon 5 days written notice to Lessee, enter the premises where any Equipment that is subject to that Lease is located and retake possession of that Equipment or require Lessee at Lessee's expense to promptly return any or all of the Equipment to the possession of Lessor at such place within the United States as Lessor shall specify, and sell or lease the Equipment or, for the account of Lessee, sublease the Equipment, continuing to hold Lessee liable for the difference between (i) the Rental Payments and other amounts payable by Lessee under that Lease plus the then-applicable Purchase Option Price for that Equipment and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies under this Agreement, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing the Equipment and all brokerage, auctioneers' and attorneys' fees) provided that the amount of Lessee's liability under this subparagraph (b) shall not exceed the Rental Payments and other amounts otherwise due under that Lease plus the remaining Rental Payments and other amounts payable by Lessee under that Lease to the end of the then current Original Term or Renewal Term; and
- (c) Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under that Lease or as the owner of any or all of the Equipment that is subject to that Lease.

In addition, whenever an Event of Default exists with respect to any Rental Payment required by a particular Schedule or with respect to any other payment, covenant, condition, agreement, statement, representation or warranty set forth in that Schedule or applicable to that Schedule or the Equipment listed therein, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

- (d) By written notice to Lessee, Lessor may declare all Rental Payments payable by Lessee pursuant to that Schedule and other amounts payable by Lessee under this Agreement to the end of the then current Original Term or Renewal Term to be due;
- (e) With or without terminating that Schedule, Lessor may, upon 5 days written notice to Lessee, enter the premises where the Equipment listed in that Schedule is located and retake possession of that Equipment or require Lessee at Lessee's expense to promptly return any or all of that Equipment to the possession of Lessor at such place within the United States as Lessor shall specify, and sell or lease that Equipment or, for the account of Lessee, sublease that Equipment, continuing to hold Lessee liable for the difference between (i) the Rental Payments payable by Lessee pursuant to that Schedule and other amounts related to that Schedule or the Equipment listed therein that are payable by Lessee hereunder plus the then applicable Purchase Option Price for that Equipment, and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies under this Agreement, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing such Equipment and all brokerage, auctioneers' and attorneys' fees) provided that the amount of Lessee's liability under this subparagraph (e) shall not exceed the Rental Payments and other amounts otherwise due under that Schedule plus the remaining Rental Payments and other amounts payable by Lessee under that Schedule to the end of the then current Original Term or Renewal Term; and
- (f) Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under that Schedule, this Agreement with respect to that Schedule and the Equipment listed therein.

In addition to the remedies specified above, Lessor may charge interest on all amounts due to it at the rate of 10% per annum or the maximum amount permitted by law, whichever is less. The exercise of any such remedies respecting any such Event of Default shall not relieve Lessee of any other liabilities under any other Schedules, this Agreement related to any other Schedule or the Equipment listed therein.

Section 10.03. No Remedy Exclusive. No remedy conferred upon or reserved to Lessor by this Article is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this lease. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof but any such right and power may be exercised from time to time and as often as may be deemed expedient by Lessor or its assignee.

Section 10.04. Agreement to Pay Attorneys' Fees and Expenses. If Lessee should default under any of the provisions hereof and Lessor should employ attorneys or incur other expenses for the collection of moneys or for the enforcement of performance or observance of any obligation or agreement on the part of Lessee contained in this Agreement, Lessee agrees, to the extent it is permitted by law to do so, that it will, if assessed by a court of competent jurisdiction, pay to Lessor the reasonable fees of those attorneys and other reasonable expenses so incurred by Lessor.

Section 10.05. Application of Moneys. Any net proceeds from the exercise of any remedy hereunder (after deducting all expenses of Lessor in exercising such remedies including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing Equipment and all brokerage, auctioneer's or attorney's fees) shall be applied as follows:

- (a) If such remedy is exercised solely with respect to a single Schedule, Equipment listed in that Schedule or rights under the Agreement related to that Schedule, then to amounts due pursuant to that Schedule and other amounts related to that Schedule or that Equipment.
- (b) If such remedy is exercised with respect to more than one Schedule, Equipment listed in more than one Schedule or rights under the Agreement related to more than one Schedule, then to amounts due pursuant to those Schedules pro rata.

ARTICLE XI. MISCELLANEOUS

Section 11.01. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business.

Section 11.02. Binding Effect; Entire Agreement; Amendments and Modifications. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the Lessor and the Lessee; nor shall any such amendment that affects the rights of Lessor's assignee be effective without such assignee's consent. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.03. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 11.04. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.05. Amendments, Changes and Modifications. This Agreement may be amended, added to, changed or modified by written agreement duly executed by Lessor and Lessee.

Section 11.06. Execution in Counterparts; Chattel Paper. This Agreement, including in writing each Schedule, may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; except (1) to the extent that various Schedules and this Agreement as it relates thereto constitutes separate Leases as provided in this Agreement and (2) that Lessor's interest in, to and under any Schedule and the Agreement as it relates to that Schedule, and the Equipment listed in that Schedule may be sold or pledged only by delivering possession of the original counterpart of that Schedule marked "Counterpart No. 1," which Counterpart No. 1 shall constitute chattel paper for purposes of the Uniform Commercial Code.

Section 11.07. Usury. The parties hereto agree that the charges in this Agreement and any Lease shall not be a violation of usury or other law. Any such excess charge shall be applied in such order as to conform this Agreement and such Lease to such applicable law.

Section 11.08. Jury Trial Waiver. To the extent permitted by law, lessee agrees to waive its right to a trial by jury.

Section 11.09. Facsimile Documentation. Lessee agrees that a facsimile copy of this Agreement or any Lease with facsimile signatures may be treated as an original and will be admissible as evidence of this Agreement or such Lease.

Section 11.10. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives listed below.

Lease No. NORCA2017-01E

LESSEE:
North County Fire Protection District

LESSOR:
Community First National Bank

Ken Munson, President, Board of Directors

Signature

Name and Title

EXHIBIT A

SCHEDULE OF EQUIPMENT NO. 01, Dated 3/1/2017

Counterpart No. 1.

LESSOR'S INTEREST IN, TO AND UNDER THIS SCHEDULE AND THE AGREEMENT AS IT RELATES TO THIS SCHEDULE MAY BE SOLD OR PLEDGED ONLY BY DELIVERING POSSESSION OF COUNTERPART NO. 1 OF THIS SCHEDULE, WHICH COUNTERPART NO. 1 SHALL CONSTITUTE CHATTEL PAPER FOR PURPOSES OF THE UNIFORM COMMERCIAL CODE.

Re: Master Equipment Lease Purchase Agreement, dated as of 3/1/2017, between Community First National Bank, as Lessor, and North County Fire Protection District, as Lessee.

1. **Defined Terms.** All terms used herein have the meanings ascribed to them in the above referenced Master Equipment Lease Purchase Agreement (the "Master Equipment Lease").
2. **Equipment.** The Equipment included under this Schedule of Equipment is comprised of the items described in the Equipment Description attached hereto as **Attachment 1**, together with all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto.
3. **Payment Schedule.** The Rental Payments and Purchase Option Prices under this Schedule of Equipment are set forth in the Payment Schedule attached as **Attachment 2** hereto.
4. **Representations, Warranties and Covenants.** Lessee hereby represents, warrants, and covenants that its representations, warranties and covenants set forth in the Agreement are true and correct as though made on the date of commencement of Rental Payments on this Schedule.
5. **The Master Equipment Lease.** This Schedule is hereby made as part of the Master Equipment Lease and Lessor and Lessee hereby ratify and confirm the Master Equipment Lease. The terms and provisions of the Master Equipment Lease (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated by reference and made a part hereof.

Lease Number: NORCA2017-01E

LESSEE:

North County Fire Protection District

LESSOR:

Community First National Bank

Ken Munson, President, Board of Directors

Signature

Name and Title

**ATTACHMENT 1
EQUIPMENT DESCRIPTION**

RE: Schedule of Equipment No. 01, dated 3/1/2017, to Master Equipment Lease Purchase Agreement, dated as of 3/1/2017, between Community First National Bank, as Lessor, and North County Fire Protection District, as Lessee.

Lease Number: NORCA2017-01E

One (1) New Lifeline Type III Ambulance

With a total acquisition cost of \$208,591.57; together with all additions, accessions and replacements thereto. Lessee hereby certifies the description of the personal property set forth above constitutes an accurate description of the "Equipment", as defined in the attached Master Equipment Lease Purchase Agreement and the Equipment is located on the premise of the Lessee unless otherwise noted by the Lessee.

Physical location where equipment will be stored after delivery: _____

LESSEE:
North County Fire Protection District

Ken Munson, President, Board of Directors

ATTACHMENT 2 PAYMENT SCHEDULE

RE: Schedule of Equipment No. 01, dated 3/1/2017, to Master Equipment Lease Purchase Agreement, dated as of 3/1/2017, between Community First National Bank, as Lessor, and North County Fire Protection District, as Lessee.

Lease Number: NORCA2017-01E

Amount Financed: \$208,591.57

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

Payment Number	Payment Date	Payment Amount	Interest Portion	Principal Portion	Purchase Option Price
1	3/1/2018	\$45,742.17	\$6,570.63	\$39,171.54	Not Available
2	3/1/2019	\$45,742.17	\$5,336.73	\$40,405.44	\$132,885.03
3	3/1/2020	\$45,742.17	\$4,063.96	\$41,678.21	\$89,956.47
4	3/1/2021	\$45,742.17	\$2,751.09	\$42,991.08	\$45,675.66
5	3/1/2022	\$45,742.17	\$1,396.87	\$44,345.30	\$0.00
Grand Totals		\$228,710.85	\$20,119.28	\$208,591.57	

LESSEE:

North County Fire Protection District

Ken Munson, President, Board of Directors

EXHIBIT B

LESSEE RESOLUTION

Re: Schedule of Equipment No. 01, dated 3/1/2017, to Master Equipment Lease Purchase Agreement, dated as of 3/1/2017, between Community First National Bank, as Lessor, and North County Fire Protection District, as Lessee.

I, the undersigned, the duly appointed, qualified and acting **Deputy Fire Chief** of the above captioned Lessee do hereby certify this date _____, as follows:

(1) Lessee did, at a meeting of the governing body of the Lessee held on _____, by motion duly made, seconded and carried, in accordance with all requirements of law, approve and authorize the execution and delivery of the above referenced Schedule of Equipment No. 01 (the "Schedule") on its behalf by the following named representative of the Lessee, to witness:

Authorized Signer: Ken Munson, President, Board of Directors

- (2) The above named representative of the Lessee held at the time of such authorization and holds at the present time the office set forth above.
- (3) The meeting of the governing body of the Lessee at which the Schedule was approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval and that the action approving the Schedule and authorizing the execution thereof has not been altered or rescinded.
- (4) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default (as such term is defined in the above referenced Master Equipment Lease Purchase Agreement) exists at the date hereof.
- (5) All insurance required in accordance with the above referenced Master Equipment Lease Purchase Agreement is currently maintained by the Lessee.
- (6) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Rental Payments scheduled to come due during the Original Term and to meet its other obligations for the Original Term (as such terms are defined in the above referenced Master Equipment Lease Purchase Agreement) and such funds have not been expended for other purposes.
- (7) The fiscal year of Lessee is from _____ to _____.

The signatures below from the designated individuals from the Governing Body of the Lessee evidence the adoption by the Governing Body of this resolution.

North County Fire Protection District

Attested By: _____
Stephen Abbott, Chief Executive Officer

Certified By: _____
Steven Marovich, Deputy Fire Chief

*See Resolution
2017-03*

EXHIBIT C

OPINION OF LESSEE'S COUNSEL

(Must be re-Printed onto attorney's letterhead)

(Date)

Community First National Bank
215 S. Seth Child Road
Manhattan, KS 66502

Re: Lessee: North County Fire Protection District

Ladies and Gentlemen:

As legal counsel to North County Fire Protection District (the "Lessee"), I have examined (a) an executed counterpart of a certain Master Equipment Lease Purchase Agreement, dated as of 3/1/2017, and Exhibits thereto by and between Community First National Bank (the "Lessor") and Lessee, Schedule of Equipment No. 01, dated 3/1/2017, and a certain Escrow Agreement dated as of 3/1/2017, (collectively, the "Agreement") by and between Lessor and Lessee, which, among other things, provides for the lease with option to purchase by the Lessee of certain property listed in the Schedule (the "Equipment"); (b) an executed counterpart of the ordinances or resolutions of Lessee which, among other things, authorizes Lessee to execute the Agreement and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions.

Based on the foregoing, I am of the following opinions:

- (1) Lessee's true and correct name is North County Fire Protection District.
- (2) Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power;
- (3) Lessee has the requisite power and authority to lease the Equipment with an option to purchase and to execute and deliver the Agreement and to perform its obligations under the Agreement;
- (4) The Agreement and the other documents either attached thereto or required therein have been duly authorized, approved and executed by and on behalf of Lessee and the Agreement and other documents either attached thereto or required therein are the valid and binding obligations of Lessee enforceable in accordance with their terms;
- (5) The authorization, approval and execution of the Agreement and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state or federal laws; and
- (6) There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreement or the security interest of Lessor or its assigns, as the case may be, in the Equipment.
- (7) The signatures of the officers which appear on the Agreement are true and genuine; I know said officers and know them to hold the offices set forth below their names.
- (8) No further approval, consent or withholding of objection is required from any federal, state or local governmental authority with respect to the entering into or performance by the Lessee of the Lease and the transaction contemplated thereby.
- (9) The Equipment leased pursuant to the Agreement constitutes personal property and when subjected to use by Lessee will not be or become fixtures under applicable law.
- (10) The Lessee is a political subdivision within the meaning of Section 103 of the Internal Revenue Code of 1986 as amended and the related regulations and rulings.
- (11) The leasing of the Equipment pursuant to the Agreement is exempt from all sales and use taxes against either the Lessor or the Lessee during the term of the Lease pursuant to the Agreement and the Equipment will be exempt from all state and local personal property or other ad valorem taxes.

All capitalized terms herein shall have the same meanings as in the foregoing Agreement unless otherwise provided herein. Lessor, its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest components of the Rental Payments are entitled to rely on this opinion.

Signature of Legal Counsel

EXHIBIT D

ACCEPTANCE CERTIFICATE

Community First National Bank
215 S. Seth Child Road
Manhattan, KS 66502

Ladies and Gentlemen,

RE: Schedule of Equipment No. 01, dated 3/1/2017, to Master Equipment Lease Purchase Agreement, dated as of 3/1/2017, between Community First National Bank, as Lessor, and North County Fire Protection District, as Lessee.

In accordance with the Master Equipment Lease Purchase Agreement (the "Agreement"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

- (1) All of the Equipment (as such term is defined in the Agreement) listed in the above referenced Schedule of Equipment (the "Schedule") has been delivered, installed and accepted on the date hereof.
- (2) Lessee has conducted such inspection and/or testing of the Equipment listed in the Schedule as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
- (3) Lessee is currently maintaining the insurance coverage required by **Section 6.05** of the Agreement.
- (4) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.
- (5) Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Agreement during the current Budget Year of Lessee, and such moneys will be applied in payment of all Rental Payments due and payable during such current Budget Year.
- (6) The governing body of Lessee has approved the authorization, execution and delivery of this Agreement on its behalf by the authorized representative of Lessee who signed the Agreement.

LESSEE:

North County Fire Protection District

Ken Munson, President, Board of Directors

Date

**If delivery is not immediate, keep until final delivery.*

BANK QUALIFIED CERTIFICATE

RE: Schedule of Equipment No. 01, dated 3/1/2017, to Master Equipment Lease Purchase Agreement, dated as of 3/1/2017, between Community First National Bank, as Lessor, and North County Fire Protection District, as Lessee.

Whereas, Lessee hereby represents it is a "Bank Qualified" Issuer for the calendar year in which the above referenced Schedule is executed by making the following designations with respect to Section 265 of the Internal Revenue Code. (A "Bank Qualified Issuer" is an issuer that issues less than \$10,000,000 dollars of tax-exempt obligations during the calendar year).

Now, therefor, Lessee hereby designates the above referenced Schedule as follows:

- 1. Designation as Qualified Tax-Exempt Obligation.** Pursuant to Section 265(b)(3)(B)(i) of the Internal Revenue Code of 1986 as amended (the "Code"), the Lessee hereby specifically designates the above referenced Schedule as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Lessee hereby represents that the Lessee will not designate more than \$10,000,000 of obligations issued by the Lessee in the calendar year during which the above referenced Schedule is executed and delivered as such "qualified tax-exempt obligations".
- 2. Issuance Limitation.** In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Lessee hereby represents that the Lessee (including all subordinate entities of the Lessee within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipates not to issue in the calendar year during which the above referenced Schedule is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code) in an amount greater than \$10,000,000.

LESSEE:

North County Fire Protection District

Ken Munson, President, Board of Directors

INSURANCE COVERAGE REQUIREMENTS

Lessee: North County Fire Protection District

Please mark one of the following:

() Pursuant to Section 6.05 of the Agreement, you have agreed to provide us evidence of insurance covering the property in the Agreement. A Certificate of Insurance naming all insured parties and coverage must be provided to us as soon as possible, but no later than the date on which delivery of equipment occurs.

() Pursuant to Section 6.05 of the Agreement, we are self-insured for all risk, physical damage, and public liability and will provide proof of such self-insurance in letter form, together with a copy of the statute authorizing this form of insurance. Coverage must be provided to us as soon as possible, but no later than the date on which delivery of equipment occurs.

Equipment to be insured: One (1) New Lifeline Type III Ambulance

Policy should be issued and mailed to: Community First National Bank and/or Its Assigns
215 S. Seth Child Road
Manhattan, KS 66502

INSURANCE REQUIREMENTS:

1. LIABILITY

- ✓ \$1,000,000.00 Aggregate Bodily Injury
- ✓ \$1,000,000.00 Combined Single Limit per Occurrence
- ✓ Community First National Bank and/or Its Assigns MUST be listed as additional insured and loss payee.

2. PHYSICAL DAMAGE

- ✓ All risk coverage to guarantee proceeds sufficient to cover the replacement cost of the equipment.
- ✓ Community First National Bank and/or Its Assigns MUST be listed as additional insured and loss payee.

3. ENDORSEMENT

- ✓ Lessor will receive at least thirty (30) days written notice from Insurer prior to alteration, cancellation or reduction of insurance coverage.
- ✓ Deductibles should be listed on the Certificate of Coverage

**THE CERTIFICATE SHOULD BE
EMAILED TO taranichols@clpusa.net
OR FAXED TO: 888.777.7875**

Insurance Company Name: SDRMA		
Agents Name: Wendy Tucker		
Address: 1112 I Street, Suite 300		
City: Sacramento	State: CA	Zip: 95814-2865
Phone: 916-231-4141	Fax: 916-231-4111	Email: wtucker@sdrma.org

LESSEE:
North County Fire Protection District

Ken Munson, President, Board of Directors

INVOICE INSTRUCTIONS

RE: Schedule of Equipment No. 01, dated 3/1/2017, to Master Equipment Lease Purchase Agreement, dated as of 3/1/2017, between Community First National Bank, as Lessor, and North County Fire Protection District, as Lessee.

Lease Number: NORCA2017-01E

Equipment Description: One (1) New Lifeline Type III Ambulance

Please provide contact information for billing and invoicing purposes.

Person/Department: **Cherie Juul/ HR Finance Specialist**

P.O. Box/Street: **330 S. Main Ave**

City, State, Zip **Fallbrook, CA 92028**

Telephone Number: **760-723-2052**

Email Address: **cjuul@ncfire.com**

NOTICE OF ASSIGNMENT

February 14, 2017

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

RE: Schedule of Equipment No. 01, dated 3/1/2017, to Master Equipment Lease Purchase Agreement, dated as of 3/1/2017, between Community First National Bank, as Lessor, and North County Fire Protection District, as Lessee. Along with the Escrow Agreement entered into as of 3/1/2017.

Please be advised that Community First National Bank has assigned all its right, title and interest in, to and under the above referenced Master Equipment Lease Purchase Agreement (the "Agreement"), the Equipment leased thereunder and the right to receive Rental Payments thereunder to the following assignee:

Community First National Bank will be the servicing this lease and all Rental Payments and payment of the Purchase Option Price due under the Agreement will be made to:

**Community First National Bank
215 S. Seth Child Road
Manhattan, KS 66502**

Community First National Bank

Signature

Name and Title

ACKNOWLEDGED AND ACCEPTED:

North County Fire Protection District

Ken Munson, President, Board of Directors

*Lessor may at a future date desire to assign this lease agreement. At this time, a specific Assignee is undetermined. At such time Lessor determines a need to assign this lease; Lessee will be provided with a completed copy of this page for their records and be made aware of any changes in where to send the rental payments going forward. This assignment option is outlined in Article IX of the Master Equipment Lease Purchase Agreement.

ESCROW AGREEMENT

THIS ESCROW AGREEMENT, made and entered into as of 3/1/2017 by and among Community First National Bank, a national banking association ("Escrow Agent"), Community First National Bank, a corporation duly organized and existing under the Laws of the State of Kansas ("Lessor"), and North County Fire Protection District ("Lessee") a political subdivision under the laws of the State of California ("State"), duly organized and existing under the Constitution and laws of the State.

WITNESSETH

WHEREAS, Lessee and Lessor have entered into a Schedule of Equipment No. 01, dated 3/1/2017 to Master Equipment Lease Purchase Agreement dated as of 3/1/2017 ("Agreement"), a duplicate original of which has been furnished to each of the parties, whereby Lessor has agreed to acquire certain equipment described therein ("Equipment"), and to sell the Equipment to the Lessee, and Lessee has agreed to purchase the Equipment from Lessor, in the manner and on the terms set forth in the Agreement; and

WHEREAS, the Equipment has or will be ordered from the Vendor, and there is expected to be a delay in delivery of the Equipment to Lessee; and

WHEREAS, in order to secure the obligations of Lessor under the Agreement, Lessee has requested Lessor to set aside in escrow with the Escrow Agent, pursuant to the terms hereof, the anticipated purchase price of the Equipment; and

WHEREAS, Lessee, as agent for Lessor, will cause the Equipment to be acquired from Vendor in accordance with the purchase orders or contracts therefore, and neither Lessor nor the Escrow Agent shall be obligated to assume or perform any obligation of the Lessee or Vendor with respect thereto or under the Agreement;

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

ARTICLE I. APPOINTMENT OF ESCROW AGENT: DEFINITIONS

Section 1.01. Appointment of Escrow Agent. Lessor and Lessee hereby appoint and employ Escrow Agent, to receive, hold, invest and disburse the moneys to be paid to it pursuant to this Escrow Agreement and the Agreement, and to perform certain other functions, all as hereinafter provided. By executing and delivering this Escrow Agreement, Escrow Agent accepts the duties and obligations of Escrow Agent provided herein, but only upon the terms and conditions set forth.

Section 1.02. Definitions. The terms defined in this Section shall, for all purposes of this Escrow Agreement have the meanings specified below. Any capitalized term not defined below shall have the meaning ascribed in the Agreement.

"Agreement" means the Schedule of Equipment No. 01, dated 3/1/2017 to Master Equipment Lease Purchase Agreement dated 3/1/2017, by and between Lessee and Lessor and any duly authorized and executed amendment thereto, the terms of which are incorporated herein by reference.

"Acquisition Costs" means, with respect to the Equipment, the contract price paid or to be paid to Vendor therefore upon acquisition or delivery of any portion of the Equipment in accordance with the purchase order or contract therefore. Acquisition Costs include the administrative, engineering, legal, financial and other costs incurred by the Lessee in connection with the acquisition, delivery and financing by Lessor of the Equipment.

"Acceptance Certificate" means an acceptance certificate in the form attached to the Agreement.

"Acquisition Fund" means the fund by that name established and held by the Escrow Agent pursuant to Article II of this Escrow Agreement.

"Closing Date" means the day when Lessor deposits with the Escrow Agent the moneys required to be deposited pursuant to Article II.

"Equipment" means the personal property described in the Agreement, together with any and all modifications, additions and alterations thereto, to be acquired from the moneys held in the Acquisition Fund.

"Escrow Agent" means Community First National Bank or any successor thereto acting as Escrow Agent pursuant to this Escrow Agreement.

"Escrow Agreement" means this Escrow Agreement and any duly authorized and executed amendment thereto.

"Independent Counsel" means an attorney duly admitted to the practice of law before the highest court of the State in which he maintains an office and who is not an employee of Lessor, the Escrow Agent or the Lessee.

"Lessee Representative" means the representative of Lessee or a person authorized by the Lessee to act on its behalf under or with respect to this Agreement.

"Lessor Representative" means the President, any Vice President or Assistant Vice President of Lessor, or any person authorized to act on behalf of Lessor under or with respect to this Agreement, as evidenced by a certificate conferring such authorization executed by the President, any Vice President or Assistant Vice President of Lessor, given to the Lessee or the Lessee Representative.

"Payment Date" means the date upon which any Rental Payment under the Agreement is due and payable, as set forth in the Payment Schedule.

"Payment Request Form" means the document substantially in the form attached hereto as Exhibit A to be executed by Lessee and Lessor and submitted to Escrow Agent to authorize payment of Acquisition Costs.

"Qualified Investments" means (i) direct general obligations of the United States of America; (ii) obligations guaranteed by the United States; (iii) general obligations of the agencies and instrumentalities of the United States; (iv) certificates of deposit, time deposits or demand deposits with a bank or savings institution qualified as a depository of public funds in the State of Kansas, provided that such certificates of deposit, time deposits or demand deposits, if not insured by the Federal Deposit Insurance Corporation of the Federal Savings and Loan Insurance Corporation, are fully secured by obligations described in Clauses (i), (ii) or (iii); (v) money market funds, the assets of which are obligations of or guaranteed by the United States of America and which funds are rated "Aaa" by Moody's Investors Service or "Am" or "Am-G" by Standard & Poor's Corporation.

"Rental Payments" means the basic payments payable by Lessee to Lessor pursuant to the provisions of the Agreement during the term thereof which are payable in conjunction of the right of Lessee to use the Equipment during the then current portion of the term of the Agreement.

"Term of the Agreement" means the time during which the Agreement is in effect, as provided in Article III of the Agreement.

"Vendor" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessor purchased will purchase or has ordered the Equipment or with whom Lessor has contracted for the acquisition of the Equipment.

Section 1.03. Authorization. Each of the parties hereby represents and warrants that it has full legal authority and is duly empowered to enter into this Agreement, and has taken all actions necessary to authorize the execution of this Agreement by the officers and person signing it.

ARTICLE II. ACQUISITION FUND

Section 2.01. Acquisition Fund. Escrow Agent shall establish a special fund designated as the "Acquisition Fund"; shall keep such Acquisition Fund separate and apart from all other funds and moneys held by it; and shall administer such funds as expressly provided hereunder.

Section 2.02. Deposit of Moneys by Lessor. At the Closing Date, Lessor shall deposit with the Escrow Agent the amount of \$208,591.57. Escrow Agent shall credit said amount to the Acquisition Fund established and to be held, applied and disbursed as herein provided.

Section 2.03. Purpose: Payment of Acquisition Costs. The Acquisition Fund shall be expended for the Acquisition Costs of the Equipment. Escrow Agent shall pay from the Acquisition Fund the Acquisition Costs of the Equipment, upon receipt from Lessee and Lessor the following items:

- (a) in the case of payment of any Acquisition Costs to Vendor pursuant to a contract or purchase order, (1) a duly executed Payment Request Form, with a true copy of the Vendor's statement attached, (2) where applicable, a duplicate original of any change order approved by Lessee and Lessor increasing Acquisition Costs in an amount in excess of the original purchase order or contract price, (3) receipts from the Vendor showing proper application of prior requisitions, (4) bills of sale for any component of the Equipment for which a bill of sale may be delivered, and (5) an Acceptance Certificate with respect to the Equipment for which disbursement is requested;
- (b) in the case of any Acquisition Costs previously paid by Lessee for which it is seeking reimbursement, (1) a duly executed Payment Request Form, (2) a true copy of Vendor's statement for such Acquisition Costs, (3) evidence of payment, and (4) evidence of Lessee's declaration of official intent for reimbursement, which declaration shall have been made no later than 60 days after the Lessee paid the Acquisition Costs; or
- (c) in the case of payment of any other Acquisition Costs, a duly executed Payment Request Form.

Section 2.04. Escrow Agent's Compensation. As compensation for the services to be rendered hereunder, Lessee agrees to pay the Escrow Agent \$200.00 ("Escrow Agent's Compensation"). The Escrow Agent's Compensation shall be payable from interest earnings on the escrow account and will be paid upon disbursement of proceeds to the vendor and closing of the escrow account. If the interest earnings on the escrow account are not sufficient to pay the Escrow Agent's Compensation, Escrow Agent shall provide Lessee with an invoice for the shortfall and Lessee shall pay such amount to Escrow Agent upon demand. If funds remain in the Acquisition Fund, excluding Acquisition Costs and Escrow Agent's Compensation, after the full delivery and acceptance of the Equipment, then Lessee and Lessor agree such excess funds shall be retained by Escrow Agent as partial compensation for the performance of its obligations hereunder.

Section 2.05. Transfers Upon Completion. Upon the first to occur of (a) payment of all Acquisition Costs with respect to the Equipment; or (b) the one year anniversary of the Closing Date, Escrow Agent shall apply all remaining moneys in the Acquisition Fund to the next Rental Payment(s) due under the Agreement by paying such moneys directly to the Lessor or its assignees.

Section 2.06. Termination. If this Escrow Agreement is terminated by Lessor as authorized under Article VII and the Agreement, all moneys in the Acquisition Fund shall be paid to Lessor or assignees for application against moneys due to Lessor under the Agreement. In the event that Lessor provides to the Escrow Agent written notice of the occurrence of an Event of Default under the Agreement or the termination of the Agreement for any reason other than Lessee's payment of the applicable Purchase Option Price, Escrow Agent shall immediately remit any and all funds in the Acquisition Fund to Lessor.

ARTICLE III. MONEYS IN FUNDS: INVESTMENTS; TERMINATION

Section 3.01. Held in Trust. The moneys and investments held by the Escrow Agent under this Escrow Agreement are irrevocably held in trust for the benefit of the Lessee and for the purposes herein specified. Such moneys, and any income or interest earned thereon, shall be expended only as provided in this Escrow Agreement, and shall not, to the extent permitted by applicable law, as otherwise expressly provided herein, be subject to levy or attachment or lien by or for the benefit of any creditor of either Lessor or Lessee.

Section 3.02. Investments Authorized. Moneys held by the Escrow Agent hereunder may be invested, and upon written order of the Lessee Representative shall, be invested by the Escrow Agent in Qualified Investments. Such investments shall be registered in the name of the Escrow Agent and held by Escrow Agent which may act as a purchaser or agent in making or disposing thereof. Such investments and reinvestments shall be made giving full consideration for the time when funds will be required to be available for acquisition.

Section 3.03. Accounting. The Escrow Agent shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with this Escrow Agreement.

Section 3.04. Valuation and Disposition of Investments. For the purpose of determining the amount in the Acquisition Fund, all Qualified Investments credited to such fund shall be valued at cost (exclusive of accrued interest after the first interest payments following purchase). Escrow Agent may sell at the best price obtainable, or present for redemption, any Qualified Investment so purchased by Escrow Agent, whenever it shall be necessary in order to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the Acquisition Fund to which such Qualified Investment is credited and Escrow Agent shall not be liable or responsible for any loss resulting from such investment.

Section 3.05. Deposit of Moneys in Acquisition Fund. All moneys held by the Escrow Agent in the Acquisition Fund established pursuant to this Agreement, except such moneys which are at the time invested as herein provided, shall be deposited in demand or time deposits (which may be represented by time certificates of deposit) in any bank or trust company authorized to accept deposits of public funds (including the banking department of the Escrow Agent), and, as and to the extent required by law, shall be secured at all times by obligations which are eligible by law to secure deposits of public moneys. Such obligations shall be deposited with such bank or banks as may be selected by Escrow Agent, and held by or for the account of the Escrow Agent as security for such deposits.

Section 3.06. Termination. Unless earlier terminated pursuant to Article VII, this Escrow Agreement shall terminate upon the final distribution of all moneys in the Acquisition Fund.

ARTICLE IV. THE ESCROW AGENT

Section 4.01. Removal of Escrow Agent. The Lessee and Lessor, by written agreement between themselves, may by written request, at any time and for any reason, remove the Escrow Agent and any successor thereto, and shall thereupon appoint a successor or successors thereto, but any such successor shall have capital (exclusive of borrowed capital) and surplus of at least Ten Million Dollars (\$10,000,000), and subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, pursuant to statute or to the requirements of any federal or state supervising or examining authority, to, then for the purposes of this Section the combined capital and surplus of such bank or trust company may be conclusively established for the purposes hereby in its most recent report of condition so published.

Section 4.02. Resignation of Escrow Agent. The Escrow Agent or any successor may at any time resign by giving written notice to the Lessee and Lessor of its intention to resign and of the proposed date of resignation, which shall be a date not less than 60 days after such notice, unless an earlier resignation date and the appointment of a successor Escrow Agent shall have been or are approved by Lessee and Lessor. Upon receiving such notice of resignation, the Lessee and Lessor shall promptly appoint a successor Escrow Agent by an instrument in writing; provided however, that in the event the Lessee and Lessor fail to appoint a successor Escrow Agent within 30 days following receipt of such written notice of resignation, Lessor may appoint a successor Escrow Agent, and in the event that Lessor fail to appoint a successor Escrow Agent within 30 days following the expiration of such initial 30-day period, the resigning Escrow Agent may petition the appropriate court having jurisdiction to appoint a successor Escrow Agent. Any resignation or removal of the Escrow Agent shall become effective only upon acceptance of appointment by the successor Escrow Agent.

Section 4.03. Appointment of Agent. The Escrow Agent may appoint an agent acceptable to the Lessee and Lessor to exercise any of the powers, rights or remedies granted to the Escrow Agent under this Escrow Agreement, and to hold title to property or to take any other action which may be desirable or necessary.

Section 4.04. Merger or Consolidation. Any company into which the Escrow Agent may be merged or converted, or with which it may be consolidated, or any company resulting from any merger, conversion or consolidation to which it shall be a party, or any company to which the Escrow Agent may sell or transfer all or substantially all of its corporate trust business (provided that such company shall be eligible under Section 4.02) shall be the successor to the Escrow Agent without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

Section 4.05. Protection and Rights of the Escrow Agent. The Escrow Agent shall be protected and shall incur no liability in acting or proceeding in good faith upon any resolution, notice, telegram, request, consent, waiver, certificate, statement, affidavit, voucher, bond, requisition or other paper or document which it shall in good faith believe to be genuine and to have been passed or signed by the proper board or person or to have been prepared and furnished pursuant to any of the provisions of this Escrow Agreement, and the Escrow Agent shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument, but may accept and rely upon the same as conclusive evidence of the truth and accuracy of such statements. The Escrow Agent may consult with Independent Counsel who may be counsel to Lessor or Lessee, with regard to legal

questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith in accordance therewith.

Whenever in the administration of its duties under this Escrow Agreement, the Escrow Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matters (unless other evidence in respect thereof be herein specifically prescribed), shall be deemed to be conclusively proved and established by the certificate of the Lessee Representative or the Lessor Representative and such certificate shall be full warranty to the Escrow Agent for any action taken or suffered under the provisions of this Escrow Agreement upon the faith thereof, but in its discretion the Escrow Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

The recitals, statements and representations by Lessee and Lessor contained in this Agreement shall be taken and construed as made by and on the part of the Lessee and Lessor, as the case may be, and not by the Escrow Agent, and the Escrow Agent does not assume, and shall not have, any responsibility or obligation for the correctness of any thereof.

The Escrow Agent may execute any of the trusts or powers hereof and perform the duties required of it hereunder by or through attorneys, agents, or receivers, and shall be entitled to advice of counsel concerning all matters of trust and its duty hereunder, and the Escrow Agent shall not be answerable for the default or misconduct of any such attorney, agent, or receiver selected by it with reasonable care. The Escrow Agent shall not be answerable for the exercise of any discretion or power under this Escrow Agreement or for anything whatsoever in connection with the funds and accounts established hereunder, except only for its own willful misconduct or gross negligence.

ARTICLE V. ASSIGNMENTS; AMENDMENTS

Section 5.01. Assignment. Except as expressly herein provided to the contrary; the rights and duties of each of the parties under this Escrow Agreement shall not be assignable to any person or entity without the written consent of all of the other parties. Notwithstanding the above, Lessor may freely assign all or any part of its interest in this Agreement and the Acquisition Fund established hereunder in connection with an assignment by Lessor of the Agreement, subject to the provisions contained therein.

Section 5.02. Amendments. This Escrow Agreement may be amended in writing by agreement among all of the parties.

ARTICLE VI. FURTHER ASSURANCES

Section 6.01. Further Assurances. Lessor and Lessee will make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Escrow Agreement, and for better assuring and confirming the rights and benefits provided herein.

ARTICLE VII. DEFAULT OR NON-APPROPRIATION

Section 7.01. Default.

- (a) Lessor shall have the right to terminate this Escrow Agreement upon an Event of Default under the Agreement, or termination of the Agreement pursuant to Section 4.05 thereof, which right shall not be exercised less than 15 days after Lessor shall have given Lessee written notice of such default or termination for non-appropriation. Upon receipt of notice of termination from Lessor, Escrow Agent shall pay to Lessor, or its assignee, all moneys in the Acquisition Fund in accordance with Section 2.06.
- (b) In the event of the failure by any party hereto to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Escrow Agreement, any non-defaulting party hereto shall have all of the rights and remedies now or hereafter existing at law or in equity against the defaulting party.
- (c) No delay or omission to exercise any such right or power accruing upon any default shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

ARTICLE VIII. LIMITATION OF LIABILITY

Section 8.01. Limited Liability of Escrow Agent. Escrow Agent shall have no obligation or liability to any of the other parties under this Escrow Agreement for the failure or refusal of any other party to perform any covenant or agreement made by any of it hereunder or under the Agreement, but shall be responsible solely for the business-like performance of the duties expressly imposed upon Escrow Agent hereunder. The recitals of facts, covenants and agreements herein contained pertaining to Lessee and Lessor shall be taken as statement, covenants and agreements of the Lessee or Lessor (as the case may be), and Escrow Agent assumes no responsibility for the correctness of the same, or makes any representation as to the validity or sufficiency of this Escrow Agreement, or shall incur any responsibility in respect thereof, other than in connection with the duties or obligations herein imposed upon it. Escrow Agent shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful default.

Section 8.02. Indemnification. To the extent permitted by applicable law, Lessee agrees to indemnify and save Escrow Agent harmless from and against all claims, suits and actions brought against it, or to which it is made a party, and from all losses and damages, including without limitation reasonable, attorney fees and court costs suffered by it as a result thereof, where such claim, suit or action arises in connection with this Escrow Agreement, the transactions described herein and in the Agreement or the Escrow Agent's employment as an Escrow Agent by Lessee and Lessor. Notwithstanding the foregoing, such indemnification shall not extend to claims, suits and actions brought against the Escrow Agent for failure to perform and carry out the duties specifically imposed upon and to be performed by it pursuant to this Escrow Agreement and claims, suits or actions arising from events solely and directly attributable to acts of Lessor. In the event the Lessee is required to indemnify Escrow Agent as herein provided, Lessee shall be subrogated to the rights of the Escrow Agent to recover such losses or damages from any other person or entity.

Section 8.03. Discretion of Escrow Agent to File Civil Action in the Event of Dispute. If Lessor or Lessee are in disagreement about the interpretation of this Escrow Agreement, or about the rights and obligations, or the propriety of any action contemplated by Escrow Agent hereunder, Escrow Agent may, but shall not be required to, file an appropriate civil action to resolve the disagreement. Escrow Agent shall be indemnified by Lessee in accordance with Section 8.02 for all costs in connection with such civil action, and shall be fully protected in suspending all or part of its activities under this Escrow Agreement until a final judgment in such action is received.

Section 8.04. Opinion of Counsel. Before being required to take any action, the Escrow Agent may require (i) an opinion of Independent Counsel acceptable to the Escrow Agent, which counsel may be counsel to any of the parties hereto, and which opinion shall be made available to the other parties hereto, or (ii) a verified certificate of any party hereto, or (iii) both (i) and (ii), concerning the proposed action. Escrow Agent shall be absolutely protected in relying thereon if it does so in good faith.

Section 8.05. Limitation of Rights to Parties. Nothing in this Escrow Agreement, expressed or implied, is intended or shall be construed to give any person other than the Lessee, Lessor or the Escrow Agent any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenant, condition or provision hereof; and all such covenants, conditions and provisions are and shall be for the sole and exclusive benefit of the Lessee, Lessor and Escrow Agent.

ARTICLE IX. MISCELLANEOUS

Section 9.01. Records. The Escrow Agent shall keep complete and accurate records of all moneys received and disbursed under this Escrow Agreement, which shall be available for inspection by the Lessee, Lessor, or the agent of either of them, at any time during regular business hours.

Section 9.02. Notices. All written notice to be given under this Escrow Agreement shall be given by mail to the party entitled thereto at its address set forth below, or at such address as the party may provide to the other parties in writing from time to time. Any such notice shall be deemed to have been received 72 hours after deposit in the United States mail in registered or certified form, with postage fully prepaid.

Section 9.03. Governing Laws. This Escrow Agreement shall be construed and governed in accordance with the laws of the State of Kansas.

Section 9.04. Partial Invalidity. Any provision of this Escrow Agreement found to be prohibited by laws shall be ineffective only to the extent of such prohibition, and shall not invalidate the remainder of this Escrow Agreement.

Section 9.05. Binding Effect: Successors. This Escrow Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Whenever in this Escrow Agreement any party hereto is named or referred to, such references shall be deemed to include permitted successors or assigns thereof, and all covenants and agreements contained in this Escrow Agreement by or on behalf of any party hereto shall bind and inure to the benefit of permitted successors and assigns thereof whether or not so expressed.

Section 9.06. Execution in Counterparts. This Escrow Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

Section 9.07. Headings. The headings or titles of the several Articles and Sections hereof, and any tables of contents appended to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this Escrow Agreement. All references herein to "Articles", "Sections", and other subdivisions are to the corresponding Articles, Sections, or subdivisions of this Escrow Agreement; and the words "herein", "hereof", "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or subdivision hereof.

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

ESCROW AGENT:

Community First National Bank
215 S. Seth Child Road
Manhattan, KS 66502

Signature

Name and Title

LESSOR:

Community First National Bank
215 S. Seth Child Road
Manhattan, KS 66502

Signature

Name and Title

LESSEE:

North County Fire Protection District
330 S. Main Avenue
Fallbrook, CA92028

Ken Munson, President, Board of Directors

**EXHIBIT A
PAYMENT REQUEST FORM**

Community First National Bank, Escrow Agent under an Escrow Agreement dated as of 3/1/2017, by and among the said Escrow Agent, Community First National Bank (Lessor), and the North County Fire Protection District, (Lessee) is hereby requested to pay, from the Equipment Acquisition Fund held under said Escrow Agreement, to the persons, firms or corporation designated below as payee, the amount set forth opposite each such person's firm's or corporation's name, in payment of the Acquisition Costs (as defined in said Escrow Agreement) of the Equipment described on the attached page(s) designated opposite such Payee's name and account.

<u>Payee</u>	<u>Equipment</u>	<u>Amount</u>

VOID

TO BE UTILIZED AS A SIGNATURE CARD ONLY

By executing this Payment Request Form the Lessee hereby represents that the Payee or Payees listed above who are requesting payment have delivered the Equipment or a portion of the Equipment or performed the services to the satisfaction of the Lessee and that the amounts requested above by the Payee or Payees are proportionate with the value of the Equipment delivered or services rendered by the Payee or Payees.

Partial Disbursement. The undersigned certifies that the following documents are attached to this Payment Request Form when there is a request for a partial release of funds from the Escrow Account to pay for a portion of the Equipment: (1) Invoice from the Vendor, (2) copy of the agreement between Lessee and Vendor (if requested by the Lessor or Escrow Agent), (3) front and back copy of the original MSO/Title (if payment from Escrow Account is for a chassis) listing Community First National Bank and/or its assigns as the first lien holder. By executing this Payment Request Form and attaching the documents as required above, the Lessee shall be deemed to have accepted this portion of the Equipment for all purposes under the Lease, including, without limitation, the obligation of Lessee to make the Rental Payments with respect thereto in a proportionate amount of the total Rental Payment. By executing this Payment Request Form Lessee agrees that Lessee is the title owner to this portion of the Equipment and that in the event that any third party makes a claim to such title that Lessee will take all measures necessary to secure title including, without limitation, the appropriation of additional funds to secure title to this portion of the Equipment and keep the Lease in full force and effect.

Final Disbursement. The undersigned certifies that the following documents are attached to this Payment Request Form when there is a final release of funds from the Escrow Account: (1) Final Vendor Invoice, (2) Signed Acceptance Certificate, (3) Insurance Certificate, (4) front and back copy of the original MSO/Title listing Community First National Bank and/or its assigns as first lien holder (if not already received). By executing this Payment Request Form and attaching the documents as required above, the Lessee shall be deemed to have accepted the Equipment for all purposes under the Lease, including, without limitation, the obligation of Lessee to make the Rental Payments with respect thereto. By executing this Payment Request Form Lessee certifies that Lessee is the title owner to the Equipment and that in the event that any third party makes a claim to such title that Lessee will take all measures necessary to secure title including, without limitation, the appropriation of additional funds to secure title to the Equipment and keep the Lease in full force and effect.

LESSEE:

North County Fire Protection District

Ken Munson, President, Board of Directors

Signature

Signature of additional authorized individual (optional)

Name and Title

TAX COMPLIANCE AGREEMENT AND NO ARBITRAGE CERTIFICATE

This Tax Compliance Agreement and No Arbitrage Certificate is issued in connection with that certain Schedule of Equipment No. 01, dated 3/1/2017 to Master Equipment Lease Purchase Agreement dated as 3/1/2017 by and between Community First National Bank, ("Lessor") and North County Fire Protection District ("Lessee").

1. In General.

1.1. This Certificate is executed for the purpose of establishing the reasonable expectations of Lessee as to future events regarding the financing of certain equipment by Lessee as described in the Schedule of Equipment No. 01, dated 3/1/2017 to Master Equipment Lease Purchase Agreement dated as of 3/1/2017 (the "Lease") between Lessor and Lessee and all related documents executed pursuant thereto and contemporaneously herewith with respect to the financing of the acquisition of One (1) New Lifeline Type III Ambulance of equipment (the "Equipment") by Lessor for Lessee (the Lease and such other documents are hereinafter collectively referred to as the "Financing Documents").

1.2. The individual executing this Certificate on behalf of Lessee is an officer of Lessee delegated with the responsibility of reviewing and executing the Financing Documents.

1.3. To the best of the undersigned's knowledge, information and belief, the expectations contained in this Certificate are reasonable.

1.4. Lessee has not been notified of any listing or proposed listing of it by the Internal Revenue Service as an issuer whose certifications as to arbitrage may not be relied upon.

1.5. The rental payments due under the Financing Documents will be made with monies retained in Lessee's general operating fund (or an account or sub account therein). No sinking, debt service, reserve or similar fund or account will be maintained for the payment of the rental payments due under the Financing Documents or pledged as security therefor.

1.6. If any other governmental obligations were or are being issued by or on behalf of Lessee within fifteen (15) days of the date of issuance of the Financing Documents, such obligations either (i) were not or are not being issued or sold pursuant to a common plan of financing with, or (ii) will not be paid out of substantially the same source of funds as, the financing pursuant to the Financing Documents.

2. Purpose of the Financing Documents.

2.1. The Financing Documents are being entered into for the purpose of providing funds for financing the cost of acquiring, equipping and installing the Equipment which is essential to the governmental functions of Lessee, which Equipment is described in the Equipment Description executed and delivered by Lessee pursuant to the Financing Documents. The principal amount represented by the Financing Documents, or \$208,591.57 will be deposited in escrow by Lessor at closing and held by Community First National Bank, as Escrow Agent (the "Escrow Agent") pending acquisition of the Equipment under the terms of that certain Escrow Agreement dated as of 3/1/2017 (the "Escrow Agreement"), by and among Lessor, Lessee and Escrow Agent.

2.2. No portion of the principal amount represented by the Financing Documents will be used as a substitute for other funds which were otherwise to be used as a source of financing for the Equipment, or will be used, directly or indirectly, to replace funds used by Lessee to acquire investments which produce a yield materially higher than the yield to Lessor under the Financing Documents.

2.3. Lessee does not expect to sell or otherwise dispose of the Equipment, in whole or in part, at a date which is earlier than the final rental payment due under the Financing Documents.

3. Source and Disbursement of Funds.

3.1. The principal amount represented by the Financing Documents does not exceed the amount necessary for the governmental purpose for which the Financing Documents were entered into. Such funds are expected to be needed and fully expended for payment of the costs of acquiring, equipping and installing the items of Equipment.

3.2. It is contemplated that the entire amount deposited in escrow will be used to pay the acquisition cost of Equipment to the vendors or manufacturers thereof, provided that a portion of the principal amount may be paid to Lessee within such period as reimbursement for Acquisition Costs already made by it so long as the conditions set forth in Section 3.3 below are satisfied.

3.3. Lessee shall not request that it be reimbursed for Equipment acquisition cost payments already made by it unless the following conditions have been satisfied:

(a) Lessee made a declaration of its reasonable intention to reimburse the acquisition cost payment sought to be reimbursed with the proceeds of a borrowing not later than sixty (60) days after the date on which it made the payment, which declaration satisfies the "Official Intent Requirement" set forth in Treas. Reg. Sec. 1.150-2;

(b) The reimbursement being requested will be made by written allocation before the later of eighteen (18) months after the acquisition cost payment was made or eighteen (18) months after the items of Equipment to which such payment relates were placed in service;

(c) The entire payment with respect to which reimbursement is being sought is a capital expenditure, being a cost of type properly chargeable to a capital account under general federal income tax principles; and

(d) Lessee will use any reimbursement payment for general operating expenses and not in a manner which could be construed as an artifice or device under Treas. Reg. Sec. 1.148-10 by, virtue of, among other things, use to refund, or to create or increase a sinking, reserve or replacement fund with respect to, any other obligations issued by it.

4. Temporary Period.

4.1. Lessee expects, within six months from the date of issuance of the Financing Documents, (a) to have had disbursed from escrow an amount in excess of the lesser 2 1/2% of the amount deposited by Lessor in escrow or \$100,000, or (b) to enter into binding obligations with third parties obligating Lessee to spend such amount.

4.2. The ordering and acceptance of the items of Equipment will proceed with due diligence to the date of final acceptance of the Equipment.

4.3. The items of Equipment being acquired by Lessee will be delivered at various times. At least 15% of the sum of the amount deposited in escrow and the reasonably anticipated interest earnings thereon will be used to pay the acquisition price of items of Equipment within six months from the date of issuance of the Financing Documents; at least 60% of the sum of the amount deposited in escrow and the reasonably anticipated interest earnings thereon will be used to pay the acquisition cost of items of Equipment within 12 months from the date of issuance of the Financing Documents; and 100% of the amount deposited in escrow and interest earnings thereon will be used to pay the acquisition cost of items of Equipment prior to 18 months from the date of issuance of the Financing Documents.

4.4. The total acquisition cost of the Equipment is not required to be paid to the vendors or manufacturers thereof until the Equipment has been accepted by Lessee.

5. Escrow Account.

5.1. The Financing Documents provide that the monies deposited in escrow shall be invested until payments to the vendor(s) or manufacturer(s) of the Equipment are due. Lessee will ensure that such investment will not result in Lessee's obligations under the Financing Documents being treated as an "arbitrage bond" or a "federally guaranteed bond" within the meaning of Section 148(a) or Section 149(b) of the Internal Revenue Code of 1986, as amended (the "Code"), respectively. Any monies which are earned from the investment of these funds shall be labeled as interest earned. All such monies will be disbursed on or promptly after the date that Lessee accepts the equipment.

6. Exempt Use.

- 6.1. No part of the proceeds of the Financing Documents or the Equipment will be used in any "private business use" within the meaning of Section 141(b)(6) of the Internal Revenue Code of 1986, as amended.
- 6.2. No part of the proceeds of the Financing Documents will be used, directly or indirectly, to make or finance any loans to non-governmental entities or to any governmental agencies other than Lessee.

7. No Federal Guarantee.

- 7.1. Payment of the principal or interest due under the Financing Documents is not directly or indirectly guaranteed, in whole or in part, by the United States or an agency or instrumentality thereof.
- 7.2. No portion of the proceeds under the Financing Documents shall be (i) used in making loans, the payment of principal or interest of which are to be guaranteed, in whole or in part, by the United States or any agency or instrumentality thereof, or (ii) invested, directly or indirectly, in federally insured deposits or accounts if such investment would cause the financing under the Financing Documents to be federally guaranteed within the meaning of Section 149(b) of the Code.

8. Miscellaneous.

- 8.1. Lessee agrees to comply with the rebate requirement set forth in Section 148(f) of the Code in the event that for any reason it is applicable to the financing pursuant to Financing Documents.
- 8.2. Lessee shall keep a complete and accurate record of all owners or assignees of the Financing Documents in form and substance satisfactory to comply with Section 149(a) of the Code unless Lessor or its assignee agrees to act as Lessee's agent for such purpose.
- 8.3. Lessee shall maintain complete and accurate records establishing the expenditure of the proceeds of the Financing Documents and interest earnings thereon for a period of five years after payment in full under the Financing Documents.

IN WITNESS WHEREOF, this Tax Compliance Agreement and No Arbitrage Certificate has been executed on behalf of Lessee as of the date set forth below.

LESSEE:

North County Fire Protection District

Ken Munson, President, Board of Directors

Date

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)
 ► See separate instructions.
Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>
1 Issuer's name North County Fire Protection District		2 Issuer's employer identification number (EIN) 95-6005429
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) 330 S. Main Avenue	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Fallbrook, CA 92028		7 Date of issue 03/01/2017
8 Name of issue MASTER EQUIPMENT LEASE PURCHASE AGREEMENT		9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) Steven Marovich, Deputy Chief		10b Telephone number of officer or other employee shown on 10a 760-723-2014

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education	11		
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14	208,591	57
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ►	18		
19 If obligations are TANs or RANs, check only box 19a			► <input type="checkbox"/>
If obligations are BANs, check only box 19b			► <input type="checkbox"/>
20 If obligations are in the form of a lease or installment sale, check box			► <input type="checkbox"/>

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	03/01/2022	\$ 208,591.57	N/A	5 years	3.150 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22		
23 Issue price of entire issue (enter amount from line 21, column (b))	23		
24 Proceeds used for bond issuance costs (including underwriters' discount)	24		
25 Proceeds used for credit enhancement	25		
26 Proceeds allocated to reasonably required reserve or replacement fund	26		
27 Proceeds used to currently refund prior issues	27		
28 Proceeds used to advance refund prior issues	28		
29 Total (add lines 24 through 28)	29		
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30		

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the bonds to be currently refunded	_____ years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	_____ years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	_____
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	_____

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a	
b	Enter the final maturity date of the GIC ▶ _____		
c	Enter the name of the GIC provider ▶ _____		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:		
b	Enter the date of the master pool obligation ▶ _____		
c	Enter the EIN of the issuer of the master pool obligation ▶ _____		
d	Enter the name of the issuer of the master pool obligation ▶ _____		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box		<input checked="" type="checkbox"/>
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box		<input type="checkbox"/>
41a	If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:		
b	Name of hedge provider ▶ _____		
c	Type of hedge ▶ _____		
d	Term of hedge ▶ _____		
42	If the issuer has superintegrated the hedge, check box		<input type="checkbox"/>
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box		<input type="checkbox"/>
44	If the issuer has established written procedures to monitor the requirements of section 148, check box		<input type="checkbox"/>
45a	If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement ▶ _____		
b	Enter the date the official intent was adopted ▶ _____		

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.						
	<table style="width:100%;"> <tr> <td style="width:50%; border-bottom: 1px solid black; text-align: center;"> Signature of issuer's authorized representative </td> <td style="width:10%; border-bottom: 1px solid black; text-align: center;">Date</td> <td style="width:40%; border-bottom: 1px solid black; text-align: center;"> Stephen Abbott, CEO/Fire Chief </td> </tr> <tr> <td style="text-align: center;">▶</td> <td></td> <td style="text-align: center;">▶</td> </tr> </table>	Signature of issuer's authorized representative	Date	Stephen Abbott, CEO/Fire Chief	▶		▶
Signature of issuer's authorized representative	Date	Stephen Abbott, CEO/Fire Chief					
▶		▶					

Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	Firm's name ▶				Firm's EIN ▶
	Firm's address ▶				Phone no.

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

TO: BOARD OF DIRECTORS

FROM: CHIEF ABBOTT

DATE: MARCH 1, 2017

SUBJECT: FOLLOW UP ON CSDA SPECIAL DISTRICT LEADERSHIP ACADEMY (SDLA)

ACTION AGENDA

BACKGROUND:

From time to time, it is valuable to allow the full body of the Board to discuss emerging concepts. To the best of our knowledge, no prior Board has attended in its entirety at such a training opportunity.

DISCUSSION:

Given the presence of the entirety of the Board at the Special District Leadership Academy as well as its timing, it is advantageous to provide the Board with an opportunity to discuss the array of concepts presented. Discussing these ideas immediately after this rather unique opportunity will allow the Board to explore further these concepts while still fresh. It will also give Staff an opportunity to prepare more fully for future action items. As these concepts may touch on areas of our strategic direction, which is currently under review, we have included the previous month's report for reference.

FISCAL IMPACT:

None at present, Discussion Item only.

DISCUSSION QUESTIONS:

1. Are there any concepts presented at SDLA the Board would like to explore more fully?
2. Do any of these concepts tie in to our existing Strategic Direction?
3. Was any opportunity, weakness or threat identified that requires immediate action?



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

TO: BOARD OF DIRECTORS
FROM: CHIEF ABBOTT
DATE: JANUARY 24, 2017
SUBJECT: Strategic Direction Discussion

DISCUSSION AGENDA

BACKGROUND:

In 2003, the District engaged a consultant to develop a Strategic Plan, which included a number of action steps. Approximately ten years later the District had largely accomplished most of the achievable items, so the Board convened a special meeting to discuss the future strategic direction for the District. Following five years of economic downturn, the goal of the discussion was to identify priorities for the District going forward, especially as revenue and the budget situation improves. Each year the Board reviews and modifies those strategic initiatives; below is an abbreviated synopsis of each.

1. **FACILITIES:** It is estimated that the District has facilities needs exceeding \$25 million. Given the protracted pace of new development, coupled with rising costs, it is unlikely the District will be able to fund another facility prior to retirement of the debt on Fire Station 5 without seeking supplemental funding from the community in the form of a special tax or bond. Furthermore, it is estimated that the remaining Fire Mitigation Fees (FMF) will only be sufficient to support one additional fire station equivalent to Station 5.
2. **RESTORATION OF RESERVE FUNDS UTILIZED DURING RECESSION:** Prior to the Great Recession the District had approximately \$6.3 million in cash assets in FY 09/10; as of the end of FY 14/15 we had approximately \$1.9 million, approximately 20% of which was the result of one-time annexation fees from the Meadowood development. What cash reserves remain the District requires to maintain cash flow during the “dry funding” period. While many of these expenditures included debt reduction (\$1.7 million pay-down of PERS side fund), \$1.2 million in capital equipment purchases (1 engine, 3 ambulances), approximately \$1.5M reserve funds were utilized to maintain present emergency service capabilities.
3. **PUBLIC OUTREACH IN THE COMMUNITY:** The District currently does outreach through personal appearances, Facebook, Twitter, the web pages and one annual mailing and is also strongly supported by the Firefighter’s Association and Explorer Post 2740. Any additional outreach activities will require additional funding and the personnel to carry them out or a realignment of priorities.

4. RAINBOW VOLUNTEER FIRE DEPARTMENT: During this past year, as part of the SAFER 2 grant the District placed a Fire Captain/Paramedic in Rainbow 24/7/365, which provides staffing capable of operating all of their apparatus as well as providing ALS services. Our staff has continued to engage regularly with the incoming leadership at the Rainbow VFD. As a result, we have augmented cooperative training and administrative activities, and have recently implemented a fast-track process for Rainbow volunteers to enter the organization as Reserve Firefighters. To the extent that the District desires to maintain full-time staffing post SAFER 2, we will need to adjust operational priorities and make further facility enhancements.

5. ALTERNATE STAFFING MODELS & STATION 3 STAFFING: As a result of the SAFER 2 grant, which provides funding for 2 additional positions daily, the District has been experimenting with different staffing models to address service delivery challenges. Most notably those are lack of permanent staffing in Rainbow, addressing simultaneous or “stacked” calls in downtown Fallbrook, and maintaining an adequate number of ambulances in the wake of Fallbrook Hospital Closure. With the relocation and construction of Station 5 on Olive Hill Rd., there is also an interest in evaluating the future utility of Station 3. As these experimental deployment models involve adjustment of staffing at Station 3, we will be able to evaluate simultaneously the operational utility of Station 3.

6. FLEET: While currently the District’s fleet is in relatively good condition, the economic downturn has resulted in postponement of both routine deposits to our capital equipment reserve as well as replacement of our front line fleet. While we are now getting our ambulance fleet back up to speed, to sustain our current fleet replacement schedule we will need to deposit at least \$375,000 annually, based upon the Capital Equipment Replacement Plan approved by the Board in March 2016. Based upon the current budget, this fiscal year we anticipate no deposits to the Capital Equipment fund. The current balance of our capital equipment reserve account is approximately \$374,000.

7. COMMUNITY PARAMEDICINE: Implementation of the ACA has stressed the entire healthcare system, and expanding the scope of paramedics to perform basic public health roles is an opportunity to augment service to our community, make more efficient use of resources, and contain if not offset costs. These concepts include telehealth, transport to alternative destinations, treat and refer, point of care testing and post-discharge follow-up. While there are currently several trials throughout the State evaluating various concepts, locally the E.R. offload delays that every agencies’ ambulances are experiencing are so pervasive that proactive steps are needed to take pressure off our delivery system now. This last year, the District entered into a JPA with the Fallbrook Healthcare District to explore further such opportunities.

8. RESTORATION OF STAFF POSITIONS: Because of the Great Recession, four staff positions were eliminated through attrition including an Administrative Captain, a Fleet Mechanic, a Medical Services Officer, and an Administrative Specialist assigned

Report on Strategic Direction Discussion
January 24, 2017
Page 3 of 3

to Fire Prevention. As a result, of SAFER 2 we were able to restore the Administrative Captain position. While addition of this position is providing valuable direction to our Rainbow Volunteer Division, as this position is grant funded we will be limited in the degree to which it will be able to absorb non grant-related functions. In spite of this, while as an organization we have worked diligently and collaboratively to compensate for this loss in administrative capacity, we are now beginning to realize our limitations and are missing valuable opportunities for succession planning. Some of our efforts to compensate for these losses, while very appreciated, have not met intended objectives (e.g. administrative volunteer program), and other responsibilities are only being minimally addressed (e.g. quality assurance, disaster planning/community risk reduction, community outreach).

DISCUSSION:

As many of the aforementioned strategic initiatives are interrelated, it is proposed that they be condensed into three, which are:

1. Develop a staffing & delivery model that balances interests within fiscal constraints;
2. Enhance outreach with public & cooperators on current challenges/opportunities; and
3. Initiate long-term facilities, equipment and capital reserve replacement planning.

FISCAL IMPACT:

Discussion item. Fiscal impact would depend upon specific action steps determined by the Board for each area of focus.

DISCUSSION QUESTIONS:

1. Does the Board concur with Leadership's recommendations for the existing focus areas as presented?
2. What additional focus areas would the Board consider adding, modifying or combining?
3. What mechanism would the Board wish to utilize in measuring progress toward each of these focus areas?

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, 2017

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

Re: General Counsel Board Report for February 2017

Workers Win Rest Break Ruling – State Supreme Court Rules that Employers Cannot Call or Text

Discussion: California workers' rest breaks cannot be interrupted by a call, text or any other communication from their boss, the state Supreme Court ruled in a 5-2 opinion.

The majority ruling by Justice Mariano-Florentino Cuellar brought stark simplicity to an 82-year old Industrial Welfare Commission wage order that employment lawyers have fiercely contested. The order stipulates that non-exempt hourly workers get a 10-minute, paid rest break for every 3.5 hours worked.

In concluding that a worker cannot be on call while taking a break, Cuellar provided a straightforward vocabulary lesson.

"The ordinary meaning of "rest" conveys, in this context, the opposite of work," the justice wrote. "Rest" is defined by the America Heritage Dictionary as the 'cessation of work, exertion, or activity.'" *Augustus v. ABM Security Services Inc.*, 2016DJJDAR 12608.

Justice Leondra R. Kruger's dissenting opinion argued that "on call" has no fixed meaning, necessitating a narrower look at the case itself.

It involves a certified class of 14,000 ABM Security Services Inc. guards who sued their employer. Kruger pointed out that there was no evidence from the record that the guards were, in fact, cheated out of breaks by being on call.

Plaintiffs' lawyers ran a victory lap after the ruling.

ROBERT H. JAMES, Attorney at Law



Robert H. James, General Counsel for the
North County Fire Protection District

RHJ/klm
cc: Chief Steve Abbott

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

TO: BOARD OF DIRECTORS
FROM: STEPHEN ABBOTT, FIRE CHIEF/CEO
DATE: MARCH 1, 2017
SUBJECT: WRITTEN CORRESPONDENCE

● **WRITTEN COMMUNICATION:**

- Certificate from Colonel J. Christopher Moss, Commander 30th Space Wing, Vandenberg Air Force Base to North County Fire Protection District for participation in the Canyon Fire, Washington Incident and Oak Canyon Fire, September 17-25, 2016
- Certificate from Homes for Our Troops Program to North County Fire Protection District for support of Program in 2016

● **BOARD RECOGNITION PROGRAM:**

- **February 10, 2017 — Thank You Card:**

Engine 1111:

Captain Rich Berry
Engineer Jason Bracci
FF/PM Ryan Lewis

Medic 1191:

FF/PM Montana Dye
LTAF Christopher Pena

- **February 6, 2017 — Letter from FCCPC, GANAS and Teen GANAS for presentation:**

Engine 1112:

Captain Eddie Jones
Engineer Nick Quinn
FF/PM Leo Espinoza

- **Undated Thank You Note:**

Engine 1114:

Captain Jones
Engineer Benoit
FF/PM Spencer

Engine 1511:

Captain MacMillan
Vol FF Sheggrud

Medic 1194:

FF/PM Glasgow
LTAFCain

Written Correspondence
March 1, 2017
Page 2 of 2

- **Undated Thank You Note:**

Engine 1111:

Captain Choi
FF/PM Moore
FF/PM Symmes

Medic 1191:

FF/PM Kortekass
LTAF Gomez

CANYON FIRE WASHINGTON INCIDENT OAK CANYON FIRE

17 ~ 25 September 2016

In Sincere Appreciation to

North County Fire Protection District

On behalf of the men and women of Vandenberg Air Force Base, thank you for your participation in fighting three simultaneous fires and protecting one of our nation's most valued strategic assets.



A handwritten signature in dark ink, appearing to read "J. Christopher Moss".

J. CHRISTOPHER MOSS, Colonel USAF
Commander,
30th Space Wing

CERTIFICATE OF APPRECIATION



“BUILDING HOMES, REBUILDING LIVES”

Mission: To build mortgage-free, specially adapted homes nationwide for severely injured Veterans Post-9/11, to enable them to rebuild their lives.

PRESENTED TO

NORTH COUNTY FIRE 2016

IN GRATEFUL RECOGNITION OF YOUR EFFORTS
TO SUPPORT HOMES FOR OUR TROOPS

A handwritten signature in blue ink, appearing to read 'Tim P. McChale'.

TIMOTHY P. MCHALE
MAJOR GENERAL USA, RET.
PRESIDENT

A handwritten signature in blue ink, appearing to read 'William D. Ivey'.

WILLIAM D. IVEY
EXECUTIVE DIRECTOR

1111

1APT BERRY
ENL BRACCI

FF/PM LEWIS

1191

FF/PM DYE

LTFE PEÑA

Paramedics,

Very much !!!

I wanted to show our appreciation for all the guys that responded so quickly to my 911 call last Thurs 2/10/17. to Colina Creek Trail.

My 94 year old mother doesn't remember much, but you guys were awesome !! Very professional but super personable & caring !! And my mom is doing great!
Enjoy the Avos & Cannolis! ♡

Fallbrook Citizens' Crime Prevention Committee

Ganas Adopt-a-Block Front Porch

February 06, 2017

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

Attn: Fire Chief Abbott

Re: Fire Crew's Presentation For GANAS & TEEN GANAS
Mentees

Dear Chief Abbott,

On behalf of the Fallbrook Citizens' Crime Prevention Committee, GANAS & TEEN GANAS mentors, mentees and AVID students, we wanted to thank your firemen from Fire Station #2 for their excellent presentation on January 3, 2017 at the VFW in Fallbrook. Captain Eddie Jones, Engineer Nick Quinn and FF/Paramedic Leo Espinoza did an outstanding and thorough job of explaining what it takes to become a fireman. Dick Braendel, GANAS Mentor, said the detailed information presented was very interesting and educational for the youngest mentee to the oldest mentor. Our youth responded with lots of inquisitive questions. Hopefully they will be inspired to pursue this terrific career in the future. We are grateful to all of the firemen/paramedics for informing our mentees and AVID students about fire safety. They should be commended for a great job!

Thank you for allowing your firemen/paramedics to do this presentation for our youth. Patty Koch was instrumental in making all the arrangements, also.

Sincerely,

Patricia D. Braendel, Founder & President
Fallbrook Citizens' Crime Prevention Committee
GANAS & TEEN GANAS Mentoring Programs, Executive Director

Fallbrook Citizens' Crime
Prevention Committee
GANAS & TEEN GANAS 2016
Mentoring Programs
St. John's Episcopal Church Site



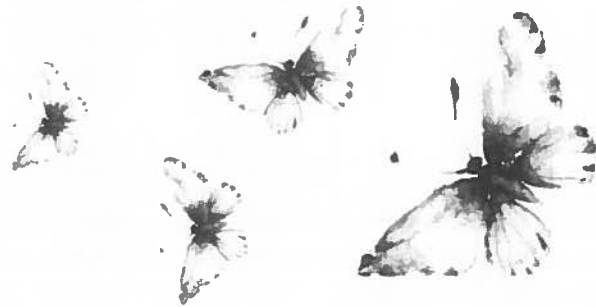
1511 - B. MacMillan & J. Sheggrud
1194 - Z. Cain & D. Glasgow
1114 - M. Benoit, E. Jones & C. Spencer

Station A
"B" shift.

Today

I am thankful
for you. - the
whole crew - that
came to my house
when I had B.P.
problems.

Apparently it
was side effects
from the med. I took
(over)



Crew A, Station 1, North County Fire Protection Dist.

Thank You!

I apologize for my tardiness in getting this to you. You were certainly Not delayed at all getting to my home on December 8th when I passed out due to de-hydration.

The entire crew was professional, not to mention compassionate and friendly.

You even gave me a ride in what I understood to be a new ambulance what a nice piece of equipment.

Considering the circumstances, my transport and care were beautifully handled by your professionals and my wife and I are most appreciative. We are very thankful that ~~for~~ having such professional and caring individuals right here in Fallbrook.

Thank You for your help and all you do for our community.

1111 -
Captain John Choi
FF/PM Bruce Moore
FF/PM Klayton Symmes

1191 -
FF/PM Josh Kortekaas
LTA FF Honorino Gomez

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State Governments Struggle to Close Their Own Gender Pay Gaps

BY: [Stateline](#) | February 22, 2017

[By Teresa Wiltz](#)

California has the most stringent equal pay laws in the nation. But among its own workers, the state is still struggling to close the pay gap between men and women.

Women who work for the state earn 79 cents for every dollar that men earn, according to a 2014 report by the California Department of Human Resources. That's a wider gap than that faced by women who work in the private sector or for the federal government in the state.

California isn't alone. While nationwide data is not available, male state workers earn more than their female counterparts in many states, including Idaho, Maryland and Texas.

An assessment last year by the online salary data firm PayScale listed the gender pay gap in public administration the fourth-highest among 21 professions and industries across the economy, with women making less than 75 percent of what men make — an average of \$16,900 less. The gap in public administration trailed only finance and insurance, professional services and mining.

Many cities, including Alexandria, Virginia, New Orleans and Sacramento, have spotted the gap and tried to address it, just as some states have.

Late last year, the California Senate gave 10 percent raises to 71 state employees in an effort to address disparities in pay between male and female workers employed in the state Legislature.

In January, lawmakers in South Carolina — where women who work for the state earn 87 percent of what men earn — introduced a bill that would guarantee equal pay for equal work and prohibit gender discrimination for private sector and state employees. In Missouri and New York, lawmakers have introduced legislation that would commission studies of wage disparities among state workers.

In Minnesota, which has tried for decades to address the issue, Democratic Gov. Mark Dayton announced plans in November to grant state employees up to six weeks' paid parental leave. The plan applies to all workers, but Edwin Hudson, deputy commissioner of the state's management and budget office, said because women often lose wages when they take time off to care for children, it could help close the wage gap. Women in Minnesota state government earn 89 percent of men's wages on

average, up from 69 percent in 1976.

In general, state jobs around the country are subject to stringent transparency rules, anti-discrimination laws and standardized pay rates. Despite these safeguards, disparities at the state level persist, though they are generally smaller than the pay gap in the private sector.

Advocates for women such as Kate Nielsen, state policy analyst for the American Association of University Women (AAUW), said “occupational segregation” is partially to blame.

“We need to look for ways to support women in nontraditional jobs and overcome implicit bias to make sure that women are being hired at all levels,” Nielsen said.

For women to break into male-dominated fields in the state workforce, states need to step up recruitment efforts and work to ensure that entrance exams are not biased, said Ariane Hegewisch, the program director for employment and earnings at the Institute for Women’s Policy Research, which focuses on policies that affect women.

And once they’re on the job, women need to be protected from sexual harassment and discrimination, Hegewisch said. “Even if women get into these jobs, they may not decide to stay.”

Women typically need more accommodating work arrangements, such as flex-time or telecommuting, to handle family obligations. As a result, Minnesota’s Hudson said, they often gravitate to lower-paying occupations that make it easier to meet the obligations. To close the gender gap among state workers, lawmakers need to pass flex-time legislation, Hudson said. Some jobs dictate strict schedules, but state government has to be creative, he said.

“We’re going to have to be more competitive, particularly as the labor market shrinks,” Hudson said.

Flurry of Legislation

Nationwide, women experience a persistent pay gap in the public and private sector, earning 80 percent of what men do. For women of color, the gap is even larger. At the current rate of wage growth, the AAUW projects that women will not reach pay equity with men until 2152.

In the absence of legislation by the U.S. Congress, bills to address the gender pay gap have been introduced this year in at least 18 states, according to the National Conference of State Legislatures.

Typically, equal pay legislation covers both private and public sector employees, the AAUW's Nielsen said. One exception is Louisiana, whose equal pay law protects just public sector employees, who account for 6 percent of the workforce in the state.

And it seems to be effective. Women who work in Louisiana's private sector earn 57 cents for every dollar men earn, while women working for the state earn 78 cents for every dollar their male counterparts make.

Louisiana lawmakers introduced legislation this year that would amend the state's 1950 pay protection law to include private sector employees. It also would require government contractors to verify equal pay practices.

In Texas, women and minorities working for the state consistently earn less than white men — a gap that has grown over the past decade, according to data analysis by The Dallas Morning News.

And in Maryland, an investigation last year by The Washington Post found that the pay gap among state employees was largest in Republican Gov. Larry Hogan's office, where men hold more senior positions and women earn 68 percent of what men earn.

The wage gap among Maryland state workers "tells me that there is still some discrimination out there," said Maryland state Sen. Susan Lee, a Democrat who sponsored a 2016 law aimed at combating the gender pay gap in the state and proposed a related bill this year. "Any kind of pay gap is not only unequal, it's unacceptable."

State Efforts

In the 1970s and '80s, many states made a concerted effort to tackle pay inequities between male and female government workers. They required employers in the public and private sector to pay men and women equal pay for the same work.

By 1989, 20 states had implemented programs to boost the pay of lower-paid female government workers. These programs are no longer in place, but a 1994 study by the Institute for Women's Policy Research and the Urban Institute found that the pay adjustments helped close the gap among state workers. Another 23 states had studied their wage gaps by the early '90s.

Today, a Minnesota commission monitors wages for state and local employees and reports on pay inequities to the Legislature every two years. According to a 2016 report by the state, an 11 percent wage gap persists among state workers largely because women are clustered at the lower end of the wage spectrum. The study found that if office, clerical and skilled craft jobs were held equally by men and women, the wage gap would decrease from 11 to 2 percent.

California has several steps in place to try to prevent the wage gap between men and women. For example, the state outlines specific job classifications with corresponding pay rates for state workers, according to Joe DeAnda of the California Department of Human Resources. The state's merit-pay system is also codified, with a specified range of pay raises. Sometimes this can work against managers seeking to remedy pay disparities. But it also means that managers can't give male employees bigger raises, he said.

Nationwide, the pay gap persists for a complex variety of reasons, from the stubbornness of the "pink collar ghetto" to "mommy tracking" to the fact that men typically occupy more senior positions in state government, equal pay advocates say.

In short: Men and women continue to do different work — a phenomenon that plays out in state workforces around the country. In California, for example, the 20 percent pay gap persists partly because women work in lower-paying, clerical jobs, while men overwhelmingly work in male-dominated fields such as engineering, state police and fire departments, DeAnda says.

"We've got more men in the higher-paying job classifications," DeAnda said. "For the state, our job is to encourage more women to seek those higher-paying jobs."

The size of California's pay gap has been decreasing, and DeAnda said he expects the state to continue to see improvements. But, he said, "this is a process that will take time, and perhaps require structural changes [i.e. legislation], to ultimately close the gap."

In its 2014 report, California's Department of Human Resources recommended that state agencies step up efforts to recruit women, increase internships and job-shadowing opportunities for women, increase career development and professional training opportunities, and improve leadership development and succession planning efforts so the next generation of female workers is ready to step into upper-level positions.

Closing the pay gap helps women and families to get ahead, said the AAUW's Nielsen. And when states give female workers "a fair paycheck and a seat at the table, it means more women's voices are represented, which means that there are more policies that will represent the population," Nielsen said.

To close the gap, states need to first do an audit, looking at pay and gender department by department, job by job, and ferret out what's causing the inequities, said Emily Martin of the National Women's Law Center, which advocates for legal and public policies that benefit women and families.

"Only then can you close the gap," Martin said.

Child seriously injured in Fallbrook hit-run



By **David Hernandez**

FEBRUARY 20, 2017, 11:25 PM | FALLBROOK

A 3-year-old girl was struck by hit-and-run driver and seriously injured in **Fallbrook** Monday night, the California Highway Patrol said.

The child was airlifted to Rady Children's Hospital. No update on her condition was available Tuesday.

A family on Vanita Street, near Porter Street, was visiting with friends and working on a vehicle in the driveway about 9 p.m., CHP Officer Jim Bettencourt said.

They heard the sounds of a vehicle running over something, and found their little girl lying in the road, injured.

They didn't get a good look at the vehicle as it kept going northbound, but said it was a white SUV. The CHP said it might be a Ford Explorer or Expedition, or a Chevrolet Tahoe.

The child was reportedly struck by a light-colored SUV on Vanita Street near Porter Street about 9 p.m., the CHP said. The driver didn't stop.

Medics took the child to the North County Fire Protection District station on Ivy Street, then the girl was flown by helicopter to the hospital.

Email: david.hernandez@sduniontribune.com

Phone: (619) 293-1876

Twitter: [@D4VIDHernandez](https://twitter.com/D4VIDHernandez)

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This article is related to: [Crime, Hit and Run \(vehicular\)](#), [Fallbrook](#)

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AB-820 Community paramedicine program. (2017-2018)

SHARE THIS:



Date Published: 02/15/2017 09:00 PM

CALIFORNIA LEGISLATURE— 2017–2018 REGULAR SESSION

ASSEMBLY BILL

No. 820

Introduced by Assembly Member Gipson

February 15, 2017

An act relating to emergency medical services.

LEGISLATIVE COUNSEL'S DIGEST

AB 820, as introduced, Gipson. Community paramedicine program.

Existing law, the Emergency Medical Services System and the Prehospital Emergency Medical Care Personnel Act, governs local emergency medical services (EMS) systems. The act establishes the Emergency Medical Services Authority, which is responsible for the coordination and integration of all state agencies concerning emergency medical services.

This bill would declare the intent of the Legislature to enact legislation establishing a community paramedicine program in California.

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

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

SECTION 1. It is the intent of the Legislature to enact legislation establishing a community paramedicine program in California.



California

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SCA-8 Public employee retirement benefits. (2017-2018)

SHARE THIS:  

CALIFORNIA LEGISLATURE— 2017–2018 REGULAR SESSION

SENATE CONSTITUTIONAL AMENDMENT

No. 8

Introduced by Senator Moorlach

February 15, 2017

A resolution to propose to the people of the State of California an amendment to the Constitution of the State, by adding Section 17.5 to Article XVI thereof, relating to public employee retirement benefits.

LEGISLATIVE COUNSEL'S DIGEST

SCA 8, as introduced, Moorlach. Public employee retirement benefits.

Existing statutory law establishes various public agency retirement systems, including, among others, the Public Employees' Retirement System, the State Teachers' Retirement System, the Judges' Retirement System II, and various county retirement systems pursuant to the County Employees Retirement Law of 1937, and these systems provide defined pension benefits to public employees based on age, service credit, and amount of final compensation. The California Constitution permits a city or county to adopt a charter for purposes of its governance that supersedes general laws of the state in regard to specified subjects, including compensation of city or county employees. The California Constitution establishes the University of California as a public trust with full powers of organization and government, subject only to specified limitations. Under their respective independent constitutional authority, charter cities and counties and the University of California may and have established retirement systems. The California Public Employees' Pension Reform Act of 2013 (PEPRA) generally requires the retirement systems to which it applies to modify their provisions to conform with its requirements. PEPRA excepts from its provisions retirement systems established by charter cities and counties and the University of California. PEPRA requires the retirement systems that it regulates and that offer defined benefit plans to provide specified defined benefit formulas and prescribes requirements regarding employer and employee contributions to defined benefit pension plans.

This measure would permit a government employer to reduce retirement benefits that are based on work not

yet performed by an employee regardless of the date that the employee was first hired, notwithstanding other provisions of the California Constitution or any other law. The measure would prohibit it from being interpreted to permit the reduction of retirement benefits that a public employee has earned based on work that has been performed, as specified. The measure would define government employer and retirement benefits for the purposes of its provisions.

Vote: 2/3 Appropriation: no Fiscal Committee: yes Local Program: no

WHEREAS, The State of California has made retirement security a priority for public employees since the early part of the 20th century by creating various state and local pension systems; and

WHEREAS, Over nearly a century of experience has shown that when planned and paid for, pensions can be useful in attracting and retaining good talent to public service. However, pension systems have also shown great weaknesses in properly accounting for their future retirement obligations, paying the normal costs of funding pension plans and mitigating risk associated with the market, thus often shifting unfunded liabilities and other financial risks to taxpayer costs of paying retirement and pension benefits when they outstrip revenues and investment returns; and

WHEREAS, The nonpartisan Legislative Analyst's Office estimates the current unfunded liabilities for the Public Employees' Retirement System, the Teachers' Retirement System, and the University of California Retirement System at approximately \$140 billion; and

WHEREAS, The Pew Charitable Trusts, using data from 2012, found California ranked highest in the nation for unfunded pension obligations; and

WHEREAS, The unfunded public pension liabilities of California and its local governments' are estimated to be over one-half trillion dollars; and

WHEREAS, Public pension debt has contributed to the bankruptcies of the cities of Stockton, Vallejo, and San Bernardino and has left other California municipalities in dire fiscal straits. As a result, several municipalities in the state now have the difficult task of balancing budgets in a way that is fair to both public employees and taxpayers, while continuing to provide basic services; and

WHEREAS, As noted by the Manhattan Institute: "In recent years, California municipalities have seen retirement benefit costs grow at a rate above that of taxes, fees, and charges. 'Crowd-out' is the term given to this condition by some public officials forced to deal with the resulting fiscal strain. Balanced budget requirements mandate that when costs grow more rapidly than revenues, something must give. All too often, this has meant reductions in core government services, most of which—police, fire, libraries, parks, and street and sidewalk maintenance—are delivered at the local level in California"; and

WHEREAS, While state government retirees collect guaranteed pensions, young and future taxpayers will be responsible for paying the bill. Growing unfunded obligations have particularly serious ramifications for the millennial generation, who are sinking under the weight of public debts and obligations incurred years before they were even born; and

WHEREAS, While recent legislation and action by several pension boards have put the state on a more prudent financial path, much fundamental and substantial reform is still left to be done to make California's pension systems sustainable for both employees and taxpayers; and

WHEREAS, Several recent polls, include those done by Reason Foundation and the Public Policy Institute of California, show that nearly three out of four of respondents say the amount of money spent on public employee pensions is a problem and that voters should have a great say in reforms; and

WHEREAS, Elements of true reform should make pensions fair to government workers and accountable to taxpayers in a simple and transparent manner, and include the ability for government entities to create a defined contribution plan or defined benefit/defined contribution hybrid pension plan for their current and new employees. Fundamental reforms should address the "California Rule" and allow the state and municipalities to modify future pension benefits for current public employees; and

WHEREAS, Local governments and the electorate should have a voice on what reforms may happen and how they may occur; and

WHEREAS, Failing to now adequately address the current pension unfunded liabilities in California and ignoring the debt pressure pension costs have on other budget priorities will only prolong the problems and delay

meaningful reform. It will also endanger future pension benefits promised to public employees, risk the reduction or elimination of governmental services, and cause taxpayers to incur higher taxes to pay for unfunded liabilities; and

WHEREAS, It is in the interest of all Californians to encourage a public pension law that provides a fair, workable plan to pay down the accumulated pension debt as quickly as possible and implements processes and practices that ensure both the state and local governments adequately fund their retirement promises; now, therefore, be it

Resolved by the Senate, the Assembly concurring, That the Legislature of the State of California at its 2017-18 session commencing on the fifth day of December 2016, two-thirds of the membership of each house concurring, hereby proposes to the people of the State of California, that the Constitution of the State be amended as follows:

That Section 17.5 is added to Article XVI thereof, to read:

SEC. 17.5. (a) Notwithstanding Section 9 of Article I, or any other provision of this Constitution or law, a government employer may reduce retirement benefits that are based on work not yet performed by an employee regardless of the date that the employee was first hired. This section shall not be interpreted to permit the reduction of retirement benefits that a public employee has earned based on work that has been performed, which shall continue to be subject to the protections of Section 9 of Article I.

(b) For the purpose of this section:

(1) "Government employer" means the state, or a political subdivision of the state, including, but not limited to, counties, cities, charter counties, charter cities, a charter city and county, school districts, special districts, boards, commissions, the Regents of the University of California, the California State University, and agencies thereof.

(2) "Retirement benefits" means defined benefit pension plans, defined contribution plans, retiree health care plans, or any form of deferred compensation offered by a government employer.

February 17, 2017

CalPERS' Shift from Equities Could Cost \$900 Million

Chairman says there's no point in second guessing.

The California Public Employees' Retirement System shifted away from equities in September, a move that cost the nation's largest pension fund \$900 million in potential returns as U.S. stocks soared to new highs after the Nov. 8 election.

Ted Eliopoulos, chief investment officer of the \$311 billion pension fund, said CalPERS changed its asset mix amid worries about valuations and potential volatility. CalPERS reduced its exposure to global equities to 46% of its portfolio, down from 51% previously.

During this week's board meeting in Sacramento, Eliopoulos described the rebalancing as "a tactical decision to take some risk off the portfolio for an interim period of time."

"Certainly, when the stock market rallies for a few months and you've taken some exposure to equities off the table, you'll suffer some loss of return for that time period," Eliopoulos said. "But what we have to remember is that there are other markets, and they tend to cycle in."

CalPERS moved to a less aggressive allocation last year, following two years of lower-than-expected returns. In addition to reducing exposure to global equities, CalPERS also cut its private equity mix to 8% of the portfolio, down from 10%.

CalPERS boosted its "liquidity" asset class, made up of short-term securities with maturities of less than 10 years, from 1% to 4% of the portfolio. And CalPERS increased its "inflation" category, which includes commodities and bonds linked to inflation, from 6% to 9%.

CalPERS board member Theresa Taylor urged Eliopoulos not to be too cautious in the pension plan's asset mix.

"I know we're risk-averse, and I get that," Taylor said.

But Richard Costigan, chairman of CalPERS' finance and administration committee, said there's no point in second-guessing the timing of the shift away from equities.

"We are trying to derisk because our beneficiaries are aging," Costigan told Eliopoulos. "You're under enormous pressure from the board to derisk the portfolio."

CalPERS has been reining in its expected returns, and the fund is gradually lowering its discount rate from 7.5% last year to 7% by 2020. The pension fund will spend this year studying its asset mix and will determine next year what discount rate to use after 2020.

Meanwhile, CalPERS weighed in on the contentious Dakota Access Pipeline that would carry crude oil from North Dakota to Illinois. CalPERS joined 100 other investors asking major banks backing the 1,168-mile Dakota Access Pipeline to address the concerns of the Standing Rock Sioux Tribe.

The investors, which include four New York City pension funds, Boston Common Asset Management and Storebrand Asset Management, called on the banks "to

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"Banks with financial ties to the Dakota Access Pipeline may be implicated in these controversies and may face long-term brand and reputational damage resulting from consumer boycotts and possible legal liability," the investors said in a statement. "We call on the banks to address or support the tribe's request for a reroute and utilize their influence as a project lender to reach a peaceful solution that is acceptable to all parties, including the tribe."

By Jeff Ostrowski



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NCFPD to replace Holdridge with three new part-time employees

By Joe Naiman (<http://villagenews.com/author/xcont-jnaiman/>) on February 18, 2017 · No Comment (<http://villagenews.com/business/ncfpd-replace-holdridge-three-new-part-time-employees/#respond>)

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Gregg Holdridge, who had been the fire prevention officer for the North County Fire Protection District (NCFPD), retired at the end of December after 29 years with the district.

Holdridge's departure provided the district with some funding which otherwise would have been spent on his salary and benefits, and on Jan. 24 the NCFPD board voted 4-1, with Ruth Harris in opposition, to hire three new part-time personnel and reclassify

an existing fire prevention staff member to the position of fire marshal.

“I think it’s a great way to be more creative in managing our administrative workload given these challenging economic times, and it provides us additional depth and flexibility,” said NCFPD fire chief Steve Abbott.

The salary and benefits for Holdridge accounted for more than \$150,000 in the district’s annual budget, although an offset due to pension liability reduces the true expense to approximately \$125,000.

The district will hire a fire prevention specialist, which will have the same duties as the fire prevention officer but will be a part-time position, as well as a new medical services officer and a new administrative specialist. Each of those three positions will be for 960 hours a year with no benefits. The reorganization will provide between 20 and 30 additional personnel hours each week.

Each of the new personnel will be compensated at the probationary rate of pay stipulated in the NCFPD pay schedule other than the medical services officer, which is not part of the pay schedule and will be compensated at a base rate of \$39.47 per hour, which is comparable to similar positions in the region. The fire marshal, whose selection is to be determined, will be compensated at the current rate of pay for an administrative captain/medic.



NCFPD to replace Holdridge with three new part-time employees added by Joe Naiman (<http://villagenews.com/author/xcont-jnaiman/>) on February 18, 2017
View all posts by Joe Naiman → (<http://villagenews.com/author/xcont-jnaiman/>)

Joe has been a professional journalist since 1985. He is also the author or co-author of three published books.





Are Your Personal Emails and Texts Subject to the Public Records Act?

The California Supreme Court appears poised to rule that communications related to the "conduct of the public's business" on public agency officials' and employees' private electronic devices will be subject to disclosure under the California Public Records Act (CPRA). During oral arguments in *City of San Jose et al. v. Superior Court* (S218066), the justices wrestled with various questions: how can a public agency ensure that officials and employees retain disclosable emails and texts on private devices? Will making such communications subject to disclosure suppress the ability of officials and employees to discuss their work for fear that it will be part of a public record?

The case stems from the efforts of a community activist in San Jose that filed a public records request for all communications from elected officials and staff related to a downtown development. The city responded by disclosing some records, but denied others on the basis that emails, texts, and other communications on private devices were not covered by the CPRA. The activist filed suit for the right to inspect specified written communications, including email and text messages, sent or received by public officials and employees on their private electronic devices using their private accounts. The Superior Court of Santa Clara (Superior Court) granted the activist's summary judgment motion and denied that of San Jose, after which San Jose filed for a writ of mandate or prohibition with the Sixth District Court of Appeal to overturn the superior court's order.

The Sixth District Court of Appeal (Court of Appeal) considered two issues in this case. One, whether the definition of "public records" in the CPRA includes communications "prepared, owned, used, or retained" by public agency officials and employees on their private electronic accounts and devices. Two, whether those officials and employees are "agents" of the public agency.

San Jose argued that the Superior Court's ruling could have a chilling effect on citizens' ability to communicate directly with public agencies or their employees. They also brought up valid concerns over the overwhelming cost and amount of labor and resources that would be necessary to search the personal accounts and devices of employees. Additionally, they argued that a public agency has no viable, legal means of searching for and producing private communications of its officials and employees, and that neither the Legislature nor the electorate has demonstrated an intent that the CPRA reach purely private communications.

The Court of Appeal concluded that the CPRA does not require public access to communications between public officials using exclusively private cell phones or email accounts. The communications sought by the activist were not "prepared, owned, used, or retained" by a "local agency" under CPRA. Ultimately, the Court of Appeal ruled that the CPRA does not impose an affirmative duty on a public agency to produce messages stored on personal electronic devices and accounts that are inaccessible to the agency, nor to search those devices and accounts upon receiving a CPRA request.

Soon after the Court of Appeal's 2014 ruling, the California Supreme Court agreed to review the decision. Oral arguments took place in December, during which questions and comments from the bench provided the impression that the justices may strike down the lower court's decision.

If the Supreme Court reverses the Court of Appeal's decision, then the communications of public agency officials and employees related to public agency business on personal devices and accounts could be subject to disclosure under CPRA, even if they are not retained by or in possession of the agency.

Although the justices appeared to signal that government business done on private

devices should be made public, they also expressed concern about the consequences of such a ruling. "If I say my boss is a jerk, am I conducting public business?" asked Justice Carol A. Corrigan during the oral arguments. "It sounds like a big practical problem," said Justice Kathryn Mickle Werdegar. Justice Goodwin Liu warned, "we are walking into the big unknown." Justice Liu also questioned how a public agency would collect the emails and texts from employees, asking "does the employer rifle through the emails and decide which ones are public business and which are not?"

The California Supreme Court will decide the case by early March. Although it is difficult to predict how the court will rule from the questions posed during oral argument, the decision will have an immediate impact, binding on all public agencies and courts throughout California.

Does your district have a policy related to the use of personal electronic devices and/or accounts to conduct public business? If not, visit [CSDA's Sample Document Library](#) for sample policies and additional information that may be useful for your district.

For questions and additional information regarding the pending decision or its potential impact on your district, contact CSDA Legislative Analyst Mustafa Hessabi at mustafah@csda.net.

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Thanks to Fallbrook Fire Station 3

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I would like to express my deepest gratitude for three special firemen who helped me this past week.

On Jan. 22, during one of the storms that drenched Fallbrook, my yard filled up fast, flooding into my garage and my home entry.

I called for help and three amazing young men came to my rescue: Tom Harrington, Collin Baker, and Matt Anderson. To my relief, they arrived and immediately assessed the situation. They set up a generator to pump the water away from the house, as the city drain on the curb was full.

They dug trenches to redirect water flow from the garage and entry. The heroes pulled out sand bags and placed them to help prevent further damage. I am 80 years old and cannot lift them.

The next morning, these incredible men returned to check in on me, reassure me, and see that all was well.

They did all possible in this storm. Those poor guys; I felt so sad to have them out in that mess. If I could reach into the sky and pick out three of the brightest stars, I would name them Tom Harrington, Collin Baker, and Matt Anderson. I hope they are recognized for their hard work in a challenging situation, and for their compassion and kindness to me.

Thank you. You are the best of the best, and I will never forget you, the three aces of Station 3. Thank you to Station 3 for such a great crew!

Jane McEwan

Thanks to Fallbrook Fire Station 3 added by Newsroom (<http://villagenews.com/author/frhodes/>) on February 3, 2017



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CSDA Submits Comment Letter to State Bar

JANUARY 30TH, 2017 | TAGS: LEGAL (HTTP://WWW.CSDANET/TAG/LEGAL/) | {}

Last week, CSDA submitted a comment letter to the State Bar of California regarding a proposed change to the Rules of Professional Conduct governing attorneys in California. Specifically, the State Bar is considering changes to Rule 3.5, regarding communication and contact between attorneys and judges, officials, employees, and jurors.

The primary concern is that the proposed changes would create uncertainty about what type of communication is allowed by special district counsel and attorneys representing special districts when they appear before administrative bodies of state agencies or other local agencies.

CSDA's comment letter encourages the State Bar to consider two revisions to the proposed rule: 1) to allow existing rules under the state Administrative Procedure Act to govern communication between attorneys and decision-makers at state agencies, and 2) add a definition for "administrative body" that excludes the board or body of a city, county, special district or other local public agency, in order to maintain the ability of special district counsel to engage with local agency administrative bodies.

Please see the full CSDA comment letter (http://www.csdanet/wp-content/uploads/2017/01/CSDA-State-Bar-Comment-on-Rule-3.5.pdf) to the State Bar for a more detailed analysis. Should you have any questions regarding the proposed rule changes, please feel free to contact CSDA Legislative Analyst Mustafa Hessabi at mustafah@csdanet (mailto:mustafah@csdanet).

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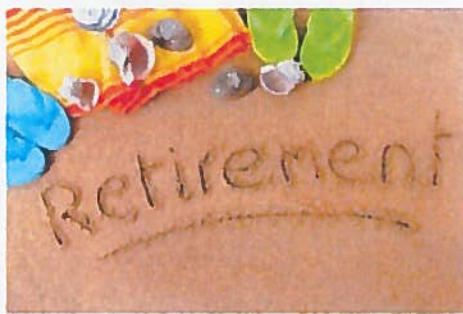
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California Special Districts Alliance

Court Affirms that PEPRA Does Not Limit County's Right to Repeal COLA Pickup

By Erin Kunze on January 26, 2017



1937

On December 20, 2016, the California Court of Appeal for the Third Appellate District reaffirmed the purpose and spirit of the Public Employees' Pension Reform Act ("PEPRA") as a law designed to "limit," rather than "shield," public employees' retirement compensation. In the recent case, *San Joaquin County Correctional Officers Association v. County of San Joaquin*, the San Joaquin County Correctional Officers Association (CCOA) argued that PEPRA shielded its members, by prohibiting the County from eliminating a pension "pickup" prior to 2018. The Court disagreed. It found that the County could eliminate the pickup at any point, as long as it did so in accordance with collective bargaining laws.

1. Employer Pickup under the County Employees Retirement Law of

Under the County of San Joaquin's retirement system, CCOA members receive a pension benefit and post-retirement cost of living adjustments (COLA). By default, the County Employees Retirement Law ("CERL") requires increases in COLA contributions to be shared equally between counties and their contributing members. Prior to PEPRA, the law allowed, but did not require, a county to pay for, or "pick up," the employee's share of this contribution.* At the same time, section 31581.2 of the CERL specified that a pickup agreement did not create a vested right for members and that a county could repeal such agreement at any time, subject to meet and confer requirements under the Meyers-Miliias-Brown-Act ("MMBA"). In accordance with the CERL, and prior to PEPRA's passage, the County of San Joaquin agreed to pick up employees' shares of COLA contributions.

In September 2012, the County and CCOA negotiated a new memorandum of understanding. As part of the 2012 negotiation, the County sought to end its COLA pickup, requiring CCOA members to pay their default half of COLA contribution increases. The County imposed this change following bargaining impasse.

Rejecting the County's decision to impose this change, CCOA argued that PEPRA prevented the County from imposing the benefit reduction until January 2018. In support of its arguments, CCOA largely relied on Government Code section 31631.5, which was added to the CERL when PEPRA was implemented. Under the PEPRA, all "new members," as defined, are required to pay 50% of the normal cost of the retirement benefits. However, for those who are not "new members," section 31631.5 states that counties can require these classic or legacy members to pay 50% of the "normal cost of benefits" up to specified, percent-based limitations for each membership category. According to the statute, effective January 1, 2018, employers can impose this requirement after meeting and conferring in good faith, through all impasse procedures. However, the statute also provides that it does not apply to bargaining unit members that are already paying at least 50% of the normal cost and does not modify a county's authority, as i

existed on December 31, 2012, to change the amount of member contributions. CCOA argued that this statute prohibited the County from changing its COLA pickup, viewing the pickup as part of the “normal cost of benefits.”

The Court denied the CCOA’s argument that this new PEPRA statute sheltered bargaining unit members from the pickup elimination. The Court did not determine whether the COLA was part of the “normal cost of benefits,” finding the argument irrelevant to the legal issue presented. Instead, the Court determined, because the County had the authority to repeal its pickup agreement under section 31581.2 of the CERL, at any time, as of December 31, 2012 (and prior), it could repeal the agreement through bargaining despite any time-delayed easing implemented by PEPRA.

Though the legislature delayed giving effect to some provisions of PEPRA, the Court explained that this was done to “ease the transition” and allow changes to be negotiated gradually. However, the gradual effect of PEPRA was not intended to provide a “shield” to retirement system members, insulating them from properly, and lawfully, imposed pension increases until 2018. Under the CERL, the County had the “right to reduce any contributions it chose to make toward what would otherwise have been the employee’s half-share of COLA payments.”

2. Employer Paid Member Contributions under the Public Employees’ Retirement Law

Notably, like the CERL, the Public Employees’ Retirement Law (“PERL”) allows CalPERS contracting agencies to pay all or a portion of a classic member’s “normal contributions.” This is commonly referred to as an employer paid member contribution “EPMC.”* Also, like the CERL, the PERL provision that allows employers to cover a classic member’s default contribution, specifies that the contracting agency retains the authority to increase, reduce, or eliminate its payment of the member’s contribution. Section 20516.5 of the PERL is similar in language to section 31631.5 of the CERL, and both sections were enacted as part of the PEPRA. Accordingly, applying the reasoning from the Court in *San Joaquin County Correctional Officers Association v. County of San Joaquin*, PEPRA does not prohibit CalPERS employers from reducing or eliminating employer paid member contributions at any time, in accordance with the PERL, through proper bargaining and impasse procedures.

**After PEPRA, both the CERL and PERL limit employer pickups and employer paid member contributions to classic employees. PEPRA does not allow employers to pay the member contribution of PEPRA-defined “new members.”*

FEATURED

To pension reformers, California's only hope is a friendly Supreme Court ruling (/stories /511075769-to-pension- reformers-california-s-only- hope-is-a-friendly-supreme- court-ruling)


Taryn Phaneuf (/author/taryn-phaneuf) Jan. 26, 2017, 11:51am

SAN FRANCISCO — California has a pension-debt problem, with a combined unfunded liability sitting close to \$1 trillion, according to estimates.

Advocates of reform believe a lawsuit pending before the California Supreme Court could open the door for real change. But it's a crisis that's going to require parties on both sides of the issue to pitch in, one expert said.

Joe Nation, a public policy professor at Stanford University, told the Northern California Record that aside from legislation in 2012 that made small changes to benefits for future public employees, the state's response to crushing pension debt is limited. But it's felt most acutely in local governments.

"They're under tremendous financial pressures, I think, in large part because of these pension costs," Nation said. "An economic downturn — even a mild one — could be enough to sink many. You could see a lot of governments who simply say, 'You know what, we don't want to do this. but we're going to file for bankruptcy.'"

 He said public-employee union leaders aren't willing to make concessions. But that could change if the state Supreme Court upholds a ruling that pensions are not "immutable." According to court documents, a three-judge panel in the Court of Appeals in the 1st Appellate District concluded (<https://s3-us-west-1.amazonaws.com/themarinpost/doc/669/CA-Court-of-Appeals-A139610.PDF>) that while a public employee has a constitutionally protected right to a pension, that right extends only to a "reasonable" pension." And the legislature is permitted to alter benefits for existing employees — not just future employees.

Gaining the ability to modify benefits for current employees is crucial, Nation said.

"If that happens, in my opinion, it's the only way to save the system," he said.

Naturally, not all lawmakers agree. State Rep. Freddie Rodriguez (D-Pomona), chairman of the General Assembly's Public Employees, Retirement and Social Security Committee, told the Northern California Record he sees the California Public Employees Retirement System — or CalPERS, the state's largest pension fund — making "tremendous progress" in reducing its debt since the recession.

"CalPERS alone saw its funded status drop 40 percent during a two-year period," he said. "It will take time to recover fully from those sorts of losses, but I'm confident in the management of CalPERS and believe that they will continue to work to reduce their unfunded obligations."

Meanwhile, Sen. Mike Morrell (R-Rancho Cucamonga), vice chair of the Senate Public Employment and Retirement Committee, took on a tone of alarm.

"We are at great risk of passing on debt to future generations that may never be fully payable. It is a burden that our children and grandchildren should not have to bear," Morrell told the Northern California Record.

But it's not just taxpayers who will be affected.

"Without overhauling the system, individuals who worked hard for years and played by the rules to save for their futures will also have their financial security jeopardized," Morrell said.

How it got this far

Nation said there are several factors that, put together, explain the situation in which California has placed itself.

First, systems like CalPERS dole out pension benefits based, in part, on what rate of return they assume they'll get on the invested money. In December, the CalPERS Board of Administration voted to lower its assumption from a 7.5 percent rate of return to 7 percent over the next three years. In the event that the fund performs poorly, the state, schools and public agencies have to make up the difference. The burden shifts to taxpayers.

Nation said that, while this is a good step at setting a realistic expectation of how much the fund will grow — which, in turn, gives a fuller picture to the public about how much benefits will cost — activity over the

last 10 years shows that the actual rate of return is much lower.



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“They’ve been assuming 7.5 percent, but only earned about 3.3 percent. So their financial hole got deeper and deeper,” he said. “So, one thing they’ve done wrong, I think, and they continue to do, is they continue to assume that they’ll earn more than what’s realistic. And the big problem is all these future benefits are based on the assumption that you’ll earn 7.5 percent. It’s not as though they’ve earned 7.5 percent and set aside the money.”

He likened it to a gambler guaranteeing he’ll win the round of roulette.

Second, CalPERS’ methods tend to kick the can down the road. The fund’s policy calls for amortizing — or paying back the unfunded liability — over 30 years.

“The method they use is all about delaying costs and heightening costs, frankly,” Nation said.

Ken Churchill, a contributor who tackles pension policy at the California Policy Institute, compared the 30-year amortization to taking 30 years to pay off a credit-card debt. In November 2015, he wrote (<http://californiapolicycenter.org/calpers-created-ticking-time-bomb/>) that CalPERS previously amortized the debt over nine years. Like with a mortgage, paying back the unfunded liability over nine years would require higher regular payments, but result in less interest, meaning a lower cost overall.

Like Nation, Churchill wrote that this simply pushes the problem on without solving it.

“Worst of all, by doing this CalPERS is passing a mountain of debt, higher taxes and fewer services onto our children and grandchildren,” he wrote.

Third, Nation sees it as problematic that pension systems in the United States are overseen by boards controlled by public employee unions and politicians who are their friends.

“So they don’t make tough decisions,” he said.

Lastly, he pointed to legislation that passed in California in 1999, known as Senate Bill 400. The bill increased benefits to public employees and even applied the improvements retroactively. For example, he said, a safety employee, such as a firefighter or police officer, can retire after 30 years and receive 90 percent of their base pay for the rest of their lives.

“It really gave away the store,” Nation said. “No one really understood the math — no one paid attention to it.”

In a Los Angeles Times report (<http://www.latimes.com/projects/la-me-pension-crisis-davis-deal/>) on pensions published in September, SB 400 was sold as a measure that wouldn’t increase costs for state taxpayers because the fund would grow enough to cover the difference.

“They were off — by billions of dollars — and taxpayers will bear the consequences for decades to come,” the Times reported.



What happens next depends greatly on the Supreme Court.

Rodriguez said he was surprised by the appellate court's departure from case law, "which have been clear that benefits for existing state employees cannot be reduced without giving a corresponding offsetting benefit increase."

He said he hopes the Supreme Court's conclusion will align with this historical perspective.

"I think it is too early to speculate what actions might take place if the Supreme Court rules otherwise," he said.

If it upholds the appellate court's ruling, it could spur on more productive negotiations with unions, Nation said.

"I think the most important thing that will happen is employee union groups are going to say, 'OK, this is not a sure bet any more. Pensions actually can be reduced. We need to sit down and talk.' That's what I hope happens," he said. "If the court does end up there, it will change the dynamics of that process. And help save the system.

"There's simply no way to climb out of this financial hole that we're in without some sort of reduction in pension benefits accrued in the future."

To tackle the mounting debt, Morrell said the problem needs to be examined from every angle, including through the courts. He added that experts have recommended increasing employee contributions. He criticized Democrats who want to raise taxes to pay for pension obligations because he thinks higher taxes mean more people will leave the state.

In the state senate, he expects to see greater scrutiny of CalPERS' "flawed" assumptions about its rate of return.

"Since I have been watching CalPERS, it seems they have missed their economic forecast on returns almost every year. I have rarely, if ever, seen CalPERS meet its previous target return of 7.5 percent. It has been a known problem for years, yet they repeated the same forecast again and again, missing their targets by a wide range," he said. "We need better people to manage the money of those who have worked to save for retirement."

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Body, vehicle found in creek in Rainbow

By Newsroom (<http://villagenews.com/author/frhodes/>) on January 23, 2017 · No Comment (<http://villagenews.com/local/body-found-creek-rainbow/#respond>)

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RAINBOW – The body of an adult male was found in a Rainbow creek Sunday evening. This morning, officials also discovered a vehicle, according to John Buchanan of the North County Fire Protection District.

Just before 5 p.m. Sunday witnesses called 9-1-1 to report a person being swept away in a creek in the 4800 block of 5th street near I-15 and Old Highway 395. Sheriff's Deputies from the Vista Station and Fallbrook Substation responded along with the North County Fire Protection District and a swift water rescue team.

They found a body but dangerous conditions – the water was running rapidly – prevented them from immediately pulling the victim to shore. The body was retrieved early this morning and the Medical Examiner's Office is conducting its investigation to identify the body, notify the family and determine the cause and manner of death.

Buchanan said another witness reported seeing the body of a child in the creek. Officials searched until it became too dark and resumed the search this morning. Buchanan said it was possible that person actually saw the man's body.

When the water receded this morning, Buchanan said an upside

down car was spotted not far from where the body had been recovered. The car was pulled from the creek and no bodies were found.

Personnel from the Sheriff's Department were continuing their search of the creek, and as of 2 p.m., were approximately three miles down creek from the where the incident occurred, according to Buchanan.

 [body found in creek \(http://villagenews.com/tag/body-found-in-creek/\)](http://villagenews.com/tag/body-found-in-creek/)



Body, vehicle found in creek in Rainbow added by **Newsroom** (<http://villagenews.com/author/frhodes/>) on January 23, 2017
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As powerful storms end, Gov. Brown declares state of emergency for San Diego County

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Sunday storm causes damage around San Diego County.

By **Gary Robbins, J. Harry Jones and Lyndsay Winkley**

JANUARY 23, 2017, 6:00 PM

Powerful storms that pounded San Diego County for almost a week, flooding streets and waterways and claiming at least two lives, are finally tapering off and will be followed by a warm-up that will last through the weekend, giving the region time to dry out.

To help with the damage left behind by the back-to-back storms, Gov. Jerry Brown issued state of emergency proclamations for San Diego County and others throughout the state Monday. The proclamations allow Caltrans to request federal resources and direct the Office of Emergency Services to provide assistance to the counties, which include dozens from Northern to Southern California.

Brown said in his proclamations that state and local officials estimate damage across the state at tens of

millions of dollars.

Locally, days of torrential rain and high winds rendered several of the region's roads impassable and knocked out power in many neighborhoods. The Santa Margarita River in [Oceanside](#) reached flood level and some school districts in the county canceled classes because of the foul weather.

A man's body was recovered Monday from a rain-swollen creek in North County and rescue crews were still searching the area for a child who may have been swept away by the surging water. Meanwhile, authorities released the name of a woman who died Saturday after being swept into the ocean off the cliffs in Ocean Beach.

Monday evening, Interstate 8 was shut down for nearly two hours in both directions near the La Posta Indian Reservation because of heavy snow. A little west, a rock slide near Kitchen Creek Road forced authorities to close a westbound lane.

"It's been a heck of a few days," said Dan Gregoria, a forecaster at the [National Weather Service](#). "We've had everything from falling trees to creeks overrunning their banks. This has had a big impact on Southern California."

In the rural Rainbow community, firefighters and search-and-rescue crews were called out at about 4:20 p.m. Sunday by residents who said a man and child may have been swept into the creek that flows behind the Rainbow Oaks Restaurant on Fifth Street.

The man's body was found in the water about two hours later, but because the creek was too treacherous, rescue workers couldn't recover it until Monday morning, said North County Fire Protection District spokesman John Buchanan.

As the creek receded, the wheels of an upside down white sedan were exposed roughly 25 feet from where the body had been found.

Authorities haven't yet identified the victim, but a neighbor said he fears it may have been a man who lives nearby with his son.

Divers were still trying to access the vehicle at mid-day but conditions were making it difficult, Sheriff's spokesman Ryan Keim said.

Rain was intermittent throughout the day in Rainbow and across San Diego County and hail was reported in several places, from Oceanside and Bonsall to Scripps Ranch.

The submerged car was about 100 feet downstream from the Fifth Street crossing, which residents said was closed as the Rainbow Creek surged Sunday afternoon.

Road closures haven't stopped people from trying to cross that treacherous area in the past, said Rick Uhler, who lives just east of the creek.

"I've been here 15 years and have actually watched cars get washed off the road while they try to cross," he said.

He and rescue officials estimated the creek was eight feet higher than normal on Sunday.

"It was the worst I've ever seen," Uhler said. "This is a tragedy."

The powerful storms also produced 10-foot plus waves along the coast. One of those waves swept two women into the sea at Sunset Cliffs on Saturday evening. One of the victims, identified as 23-year-old Adriana Toro on Monday, later died at a hospital, officials said.

A few trouble spots plagued San Diego County roads on Monday. Several streets in Mission Valley near the San Diego River flooded and a chunk of East Alvarado Road in Fallbrook was washed away, prompting a closure.

A large tree fell into Friars Road near Rancho Mission Road, blocking three lanes. It took San Diego city crews about an hour to clear the mess.

There could be more messiness early Tuesday. Forecasters say the storm will drop more showers before it fully pushes off to the east. The system was also expected to drop 5 to 9 inches of snow in Julian, and up to 1 foot on the peak of Mount Laguna.

The weather should turn seasonal by Wednesday, with mostly sunny skies and temperatures in the mid-60s in San Diego.

The county has been hit by three potent storms since last Thursday — the wettest period the region has experienced since December 2010. The latest system caused a deluge on Sunday and early Monday in North County, which was hit harder than many other areas.

The system produced high winds on Sunday that snapped trees countywide. A large eucalyptus fell, crushing five vehicles in University City. It was similar to an incident that occurred at UC San Diego on Thursday. Downed euclyptus trees also crushed a house and a car in Vista on Saturday.

Public works crews were still cleaning up debris around the county as of late Monday,.

Related:

[Strong winds, rain cause outages, damage across county](#)



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Free sand and sandbags available around county

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stack of sandbag

Gig Conaughton
County of San Diego
Communications Office

San Diego County didn't have to deal with the "atmospheric river" of rain that swamped Northern and Central California the week of

Jan. 9. However, we've still gotten a lot more rain so far this winter than expected – two to five times as much in some areas in December 2016 than December 2015, when El Niño was raising fears of big rains.

With more rain expected this week, and months of winter still ahead, residents in unincorporated areas can get free sand and bags to help protect their properties from possible flooding and erosion.

Rain can increase the risk of flooding and soil erosion, especially in places not covered by lawns, trees, shrubs and plants. Rain can carry water runoff, mud and debris downstream and damage homes, clog storm drains and culverts, and flood and damage roadways.

Locations for free sand and bags are listed below; just bring a shovel to fill the sandbags.

Fallbrook: North County Fire Protection District, Station 4: 4375 Pala Mesa Drive

Pauma Valley-Rincon: CAL FIRE Station 70: 16971 Highway 76

December was very wet all around San Diego County. Statistics from the National Weather Service show that San Diego's Lindbergh Field got 4.2 inches of rain in December. That was nearly four times the rain it got in December 2015 and 275 percent of its normal rainfall.

Carlsbad got 4.82 inches, nearly five times December 2015 and 280 percent of normal. Ramona got 5.39 inches, more than double its December 2015 total and 241 percent of normal.

Editor's note: According to the National Weather Service, Fallbrook's recorded amount of rain in December 2016 was 5.02" compared to just 1.74" in December 2015. Furthermore, Fallbrook has received 8.80" of rain this season, as of Jan. 13, with the normal amount at this point being 7.58". The rain season runs from July 1 to June 30.



Free sand and sandbags available around county added by Newsroom (<http://villagenews.com/author/frhodes/>) on January 21, 2017
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Herald fire officially withdraws from CalPERS

By Bonnie Rodriguez Managing Editor 17 hrs ago



At the Jan. 20 meeting of the Herald Fire Protection District (HFPD), directors terminated the cc between the district and CalPERS, amended the 2016-17 budget, approved two policies and re staff reports and updates.

Before directors began official business, the floor was opened for public comment, at which time volunteer firefighter Don McDonald addressed the board on behalf of the volunteer firefighters association.

"The last 11 months, under the direction of Chief Hendricks, the volunteers have risen to a new standard and service to the district," said McDonald. "The chief has earned the respect and sup

the volunteers by his commitment to a department that puts safety first in both the community as the line personnel. This has been achieved by the countless hours that the chief has spent in facilitating training, ensuring that the district has proper equipment, as well as being a true leader who does not ask anything of his people that he himself would not be willing to do.

"I want to publicly thank him for making this department one that volunteers not only want to work for but enjoy working for. This district would not be where it is today without him."

After a long one-year waiting process, HFPD directors voted 5-0 to officially sever the fire district relationship with CalPERS at the Jan. 20 meeting.

"It's the right thing to do," said Chairman Don Siegalkoff in an interview with The Galt Herald staff. "The program was unsustainable with our limited size and budget. The longer we stayed in the program the deeper we would sink."

Siegalkoff and Director Lindsey Liebig said the decision didn't come lightly, and only came after interim fire chief Tony Corado and interim fire chief Brian Brown recommended the district withdraw from the retirement program.

"Our decision to end our contract with CalPERS, was based solely on our ability to maintain a sustainable financial future for the district," Liebig said. "Had we stayed on course with our contract we would not have had the ability to expand our volunteer force in a manner that offers 24-hour coverage of the district with increased staffing needs, and would have continued down a path that directed district funds to personnel only and not the equipment and apparatus they need to adequately perform their duties."

Directors started the withdrawal process January 2016 and, according to CalPERS policy, had to wait an entire year before officially terminating the relationship. However, the benefits stopped accruing on Jan. 20, 2016 when the district notified CalPERS of its intent. At that time Lance Newhall and Chris Sheldon voted unanimously with Liebig, Siegalkoff and Brian Hurlbut to end the relationship.

Now that the official waiting period is over, CalPERS will need to generate the district's valuation liabilities obligation for those currently on the rolls. According to Liebig, only a small number of employees participated in CalPERS since it was started in 1995.

Estimations for HFPD's unfunded liabilities have ranged from the low 10 thousands to over \$40 million. Directors said the latest they heard from CalPERS was that the total will not be available for several months, despite CalPERS claim on its website that its agency would provide the magic number within a reasonable time of termination.

Although the opportunity to terminate the contract is provided in Government Code Section 20500, Herald fire is one of only a handful of entities in California to sever the relationship, and the first in Sacramento County.

Many small cities and other special districts throughout the state have tried to terminate CalPERS but once faced with the "termination bill", chose to continue with the program.

In the meantime, HFPD has offered a 457b plan for employees, which is similar to the 401K plan offered in the private sector. Currently, the district does not contribute to the employees' plans.

In other business, directors approved budget amendments, which, among other things, included reallocating funds to pay for personnel clothing and equipment as the district continues to increase its volunteer roster.

Two policies were unanimously approved at the meeting. Policy 2270 addresses social media use and Policy 2001 sets procedures for processing payroll.

In his staff report, Chief Hendricks told directors that, for the month of December, the district responded to 27 calls, had an average response time of just over five and half minutes, and held 10 training sessions, logging in over 338 hours of training.



Actuarial Circular Letter

California Public Employees' Retirement System
P.O. Box 942715
Sacramento, CA 94229-2715
(888) CalPERS (or 888-225-7377)
TTY: (877) 249-7442
www.calpers.ca.gov

January 19, 2017

Circular Letter: 200-004-17
Distribution: VI

To: All Public Agency Employers

Subject: Discount Rate Change

The purpose of this Circular Letter is to inform you of recent changes to the CalPERS discount rate assumption and the impact these changes are expected to have on required employer and PEPR member contributions. This Circular Letter will assist you in calculating projected pension cost increases in future years. The June 30, 2016, annual valuations will provide updated projections of expected future year pension contributions. These reports will be available this summer.

At the December 21, 2016, meeting, the CalPERS Board of Administration approved lowering the CalPERS discount rate assumption, the long-term rate of return, from 7.50 percent to 7.00 percent over the next three years. This will increase public agency employer contribution costs beginning in Fiscal Year 2018-19.

The phase-in of the discount rate change approved by the Board for the next three Fiscal Years is as follows:

Valuation Date	Fiscal Year for Required Contribution	Discount Rate
June 30, 2016	2018-19	7.375%
June 30, 2017	2019-20	7.25%
June 30, 2018	2020-21	7.00%

Lowering the discount rate means plans will see increases in both the normal costs (the cost of pension benefits accruing in one year for active members) and the accrued liabilities. These increases will result in higher required employer contributions.

In addition, active members hired after January 1, 2013, under the Public Employees' Pension Reform Act (PEPRA) may also see their contribution rates rise.

The benefits of reducing the discount rate include:

- Strengthening long-term sustainability of the fund
- Reducing negative cash flows; additional contributions will help to offset the cost to pay pensions
- Reducing the long-term probability of funded ratios falling below undesirable levels
- Improving the likelihood of CalPERS investments earning our assumed rate of return
- Reducing the risk of contribution increases in the future from volatile investment markets

Results

Employer contribution increases as a result of the discount rate changes are estimated below by Normal Cost and required Unfunded Accrued Liability (UAL) payment. The Total Employer Contribution is the sum of the Normal Cost Rate applied to reported payroll plus the Unfunded Accrued Liability payment. The Normal Cost portion of the Employer Contribution is expected to increase by the listed percentages of payroll. Increases to the UAL payments are provided as relative increases to be applied to the projected UAL payments in the June 30, 2015, valuation report.

Valuation Date	Fiscal Year Impact	Normal Cost		UAL Payments	
		Misc. Plans	Safety Plans	Misc. Plans	Safety Plans
6/30/2016	2018-19	0.25% - 0.75%	0.5% - 1.25%	2% - 3%	2% - 3%
6/30/2017	2019-20	0.5% - 1.5%	1.0% - 2.5%	4% - 6%	4% - 6%
6/30/2018	2020-21	1.0% - 3.0%	2.0% - 5.0%	10% - 15%	10% - 15%
6/30/2019	2021-22	1.0% - 3.0%	2.0% - 5.0%	15% - 20%	15% - 20%
6/30/2020	2022-23	1.0% - 3.0%	2.0% - 5.0%	20% - 25%	20% - 25%
6/30/2021	2023-24	1.0% - 3.0%	2.0% - 5.0%	25% - 30%	25% - 30%
6/30/2022	2024-25	1.0% - 3.0%	2.0% - 5.0%	30% - 40%	30% - 40%

The changes to the Unfunded Accrued Liability (UAL) due to changes of actuarial assumptions are amortized over a fixed 20-year period with a 5-year ramp up at the beginning and a 5-year ramp down at the end of the amortization period. The 5-year ramp up means that the payments in the first four years of the amortization schedule are 20 percent, 40 percent, 60 percent and 80 percent of the ultimate payment, which begins in year five. The 5-year ramp down means that the reverse is true and the payments in the final four years are ramped down by the above percentages. A new ramp is established with each change to the discount rate. There will be three ramps established in the first three years. As a result of the 5-year ramp up and effective date of the increase, it will be seven years until the full impact of the discount rate change is completely phased in. The shaded rows above are the expected increases beyond the five year projection quoted in your June 30, 2015, valuation report.

To illustrate how this table can be used as a guide to include the change in the discount rate in the calculation of pension contributions, a Miscellaneous plan with a current normal cost of 15 percent of payroll can expect an increase to 15.25 percent to 15.75 percent of payroll in the first year (Fiscal Year 2018-19), and 16 percent to 18 percent in the fifth year (Fiscal Year 2022-23). For the UAL payment, a plan with a projected payment of \$500,000 in Fiscal Year 2018-19 and \$600,000 in Fiscal Year 2022-23 can expect the revised payment to be \$510,000 - \$515,000 ($\$500,000 \times 2.00\% / \$500,000 \times 3.00\%$) for Fiscal Year 2018-19, and \$720,000 - \$750,000 ($\$600,000 \times 20\% / \$600,000 \times 25\%$) for Fiscal Year 2022-23. These estimated increases incorporate both the impact of the discount rate change and the ramp up.

Please keep in mind the above table is a tool for you to calculate broad estimates and should only be used as a general guide. The annual valuation report that will be released this summer will provide updated projections for your specific plan.

If you have any questions about the information provided or how to apply it to your current valuations, please call our CalPERS Customer Contact Center at **888 CalPERS** (or **888-225-7377**) and ask to have your plan actuary contact you.

Scott Terando
Chief Actuary

What happens to EMS when Trump, Congress repeal Obamacare?

Dramatic changes for EMS reimbursement are destined to happen regardless of the Republican repeal or replacement efforts targeting the Affordable Care Act

Jan 18, 2017

By Stephen Hatez

President Barack Obama began meeting with prominent Democrats in early January to develop a strategy to keep his signature domestic policy, the Affordable Care Act, intact in the hands of a new administration. Vice President-elect Mike Pence and Republican Congressional leaders have been strategizing and meeting since the election to develop an alternative to the ACA. With both parties gearing up for a political showdown after President-elect Donald Trump's inauguration, where does this leave the innovative population health projects many EMS agencies have been developing since the passage of the ACA?

The ACA gave prominence to two concepts: the Patient-Centered Medical Home and the Accountable Care Organization (ACO). It additionally made the Institute for Healthcare Improvement's Triple Aim framework an urgent reality for EMS leaders. In short, the ACA promoted the concept of population-based health care: the notion that health care could be managed closely in the home and community setting, both improving outcomes and reducing costs [1].



President-elect Donald Trump speaks during a news conference in the lobby of Trump Tower in New York. (AP Photo/Evan Vucci)

After the passage of the ACA, community paramedicine began emerging within the EMS industry. To many, these programs were the realization of common-sense thinking. Utilizing trained paramedics to prevent emergencies is a far better approach than using them only to respond to emergencies. Momentum began building for a fundamental shift in the way paramedics were utilized.

INADEQUATE EMS REIMBURSEMENT CONTINUES

However, one large problem still remained: how does EMS get reimbursed for providing community paramedicine and mobile integrated health care services? EMS has been perpetually plagued by under-funding and a reimbursement structure which pays largely on the distance a patient is transported. EMS has also shouldered the responsibility to be integral to the nation's health care safety net by responding to every emergency call for the service. Much like hospitals, which under the EMTALA law can't refuse a patient needing care in emergent situations regardless of ability to pay,

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Much like hospitals, which under the EMTALA law can't refuse a patient needing care in emergent situations regardless of ability to pay, EMS agencies respond to all requests for service.

First responder agencies and ambulance services are responsible for large numbers of uninsured or underinsured patients. Private businesses and local governments (and occasionally state governments) underwrite the cost of those unable to pay for EMS and hospital care they receive. For those patients without insurance, the large-scale Medicaid expansions under the ACA were a key part in assisting with the costs of providing EMS service, however these expansions weren't implemented in all 50 states. If the ACA is repealed or restricted, it could have a significant impact on the agencies operating in states which implemented the expansion unless the state government steps up to increase funding for under- or uninsured patients.

In the post-ACA age of population health, EMS leaders have been looking toward sharing a percentage of payments being paid by insurance companies to hospitals, sharing in the reduction of the hospital's expenses by providing care in the community, or sharing in the reduction of readmission penalties that Medicare has begun imposing on the hospitals in an effort to improve care and control costs. Readmission penalties created under the ACA could possibly face extinction despite proof that they work [2].

Softening rhetoric on ACA repeal

The Republican Party and the incoming Trump administration vowed to completely repeal Obamacare, creating uncertainty that this would strip insurance away from millions of Americans and slow the momentum of community paramedicine initiatives. The hardline stance seems to be softening, however, as the reality of overturning the law approaches.

'Replace' is used more frequently than 'repeal,' though both are likely to be very difficult. On January 4, the first day of the talks regarding ACA repeal, Republicans announced that even under a total repeal those currently insured under the law would be grandfathered in so that their coverage would continue. In this vein, it's likely even that in a total repeal situation, many key provisions of the law may continue [3].

EMS reimbursement change is inevitable

Despite the outcome of the ACA, it is a certainty that the reimbursement methods of our health care system must, and will, change. Regardless if it happens under the Trump administration or in the future, the current EMS fee-for-service model will eventually be replaced. When this change happens, it will impact the EMS industry a great deal, since fee-for-service is at the roots of our current reimbursement-per-mile system.

That's worth saying again. Regardless of what happens to the ACA, the reimbursement system for health care, and EMS, will ultimately be overhauled. That's good news for both the transport side of the industry and the community paramedicine side. Ideas being floated as replacements still center around the concept of population health and are exactly where community paramedicine plays a crucial role.

In these proposed changes, bonuses and penalties, such as those implemented under the ACA, play a key role in helping the system transition from fee-per-service to the so-called value-based reimbursement. It's still possible that community paramedicine programs will be integral to helping hospitals achieve bonuses and reduce penalties.

When reimbursement is ultimately overhauled and reimbursement is based on the health of a given population, community paramedicine might achieve its full potential. When the outcome of the patient takes priority over the amount of turns an ambulance's wheel makes on the way to the hospital, we'll see widespread utilization of preventative care by paramedics. This is destined to happen eventually (read decades), regardless of changes a repeal or replacement of the ACA might bring [4].



CalPERS Finds the City of Loyalton in Default for Non-Payment of Pension Obligation

November 16, 2016

Communications & Stakeholder Relations
(916) 795-3991

Brad W. Pacheco, Deputy Executive Officer

Wayne Davis, Chief, Office of Public Affairs

Contact: Amy Morgan, Information Officer

newsroom@calpers.ca.gov

SACRAMENTO, CA – The Board of Administration for the California Public Employees' Retirement System (CalPERS) today declared the city of Loyalton in default of its obligations to CalPERS after failing to pay what it owes to fund its pension plan. The decision means that Loyalton's retirees will see their benefits reduced in accordance with California Public Employees' Retirement Law.

"This is a decision we take very seriously and one we very much regret had to be made," said Rob Feckner, president of the CalPERS Board. "As a Board, we have a fiduciary responsibility to keep the CalPERS Fund on secure footing, and as part of this duty we must ensure that employers adhere to the contracts they agreed to. When they don't, the law requires us to act. The people who suffer for this are Loyalton's public servants who had every right to expect that the city would pay its bill and fulfill the benefit promises it made to them."

The city of Loyalton voluntarily terminated its contract effective March 2013. In June 2014, CalPERS provided city officials with an invoice for the termination liability in the amount of \$1,661,897. CalPERS has had multiple discussions with the city on several important topics, including:

- How the termination process works
- Loyalton's final valuation and the cost to terminate its contract with CalPERS
- Loyalton's subsequent request to rescind termination and its desire to establish a new contract with CalPERS to administer its pension plan

Once it was determined that Loyalton could not legally rescind its voluntary termination, a final collections letter was sent on December 15, 2015. After receiving no payment, a final demand letter was sent in August 2016 requiring Loyalton to bring its account current within 30 days or be declared in default.

Subsequent meetings with Loyalton officials failed to lead to a resolution. To date, Loyalton has not made any payments toward its voluntary termination costs. In total, CalPERS has had over 50 telephone calls with Loyalton officials and sent 10 collection notices.

In addition, a certified letter explaining CalPERS' proposed action to reduce benefits was sent to the four affected retirees and one individual who no longer works for the city but does not yet collect retirement benefits. Under Government Code 20577, the Board can reduce member retirement benefits from the date of contract termination in proportion to the amount of the employer's deficiency in paying its required contributions. In Loyalton's case, the reduction could amount to a 60 percent reduction in benefit payments.

Loyalton originally contracted with CalPERS for pension benefits in January 1986. In September 2004, the city amended its contract to provide its employees a retirement benefit formula of 2.7 percent at age 55.

Other Public Agencies Working Out Solutions

Two other agencies, the California Fairs Financing Authority (CFFA) and the Niland Sanitary District (Niland), have taken actions to avoid involuntary termination proceedings under Government Code 20572 due to non-payment. CFFA has made a significant payment on its delinquent balance, ensuring the remaining delinquent amounts, plus interest, will be fully current by June 30, 2017.

Niland recently informed CalPERS staff that it completed the voluntarily termination process and provided its termination documents to CalPERS on November 1, 2016. As part of the voluntary termination process, next steps include a final audit of Niland and a final valuation to determine Niland's termination liability.

"Our employers are now far more proactive with their pension payments and understand the obligation they have to pay the benefits they promised to their employees and retirees," said Cheryl Eason, CalPERS chief financial officer. "We're grateful for their efforts and their partnership, and look forward to working with them to ensure that the CalPERS Fund is sustainable for decades to come."

For more information, see the Board of Administration's agenda item (PDF) outlining this issue.

For more than eight decades, CalPERS has built retirement and health security for state, school, and public agency members who invest their lifework in public service. Our pension fund serves more than 1.8 million members in the CalPERS retirement system and administers benefits for more than 1.4 million members and their families in our health program, making us the largest defined-benefit public pension in the U.S. CalPERS' total fund market value currently stands at approximately \$299 billion. For more information, visit www.calpers.ca.gov.



CITY OF OCEANSIDE FIRE DEPARTMENT



Press Release

Date of Incident: 1/15/17
Time of Alarm: 9:31 pm **Time of Arrival:** 9:38 pm
Location: 5634 Boot Way, Oceanside (Jeffries Ranch area)
Incident No.: 2017-00829 **Personnel:** 37
Units: 5 Chiefs, 7 Engines, 2 Trucks, 2 Ambulances, 1 Investigator
Mutual Aid: Vista and North County (Fallbrook)
Contact: Fire Battalion Chief Pete Lawrence
Phone: (760) 435-4262 6:00 a.m. to 10:00 p.m. only

A fast moving fire destroyed one condominium unit and damaged two others in the Jeffries Ranch area of east Oceanside late Sunday evening. A family dog unfortunately perished in the fire.

At 9:31 pm, the resident and her friend came home to the condominium she had just moved into and smelled smoke. Upon opening the front door they encountered heavy black smoke and high heat conditions. Knowing her chocolate Labrador was still inside, the resident attempted to go in and get him, but was unable to make it inside due to the oppressive conditions. Shortly thereafter, the entire downstairs erupted in flames, forcing them to flee the immediate area.

The first unit from the Oceanside Fire Department arrived less than seven minutes after dispatch and found a two story four unit condominium with heavy smoke and fire coming from the middle unit. They quickly pulled attack lines to the front door and were joined by two additional engine crews who had arrived a couple of minutes behind them. Due to the heavy fire conditions, crews made an initial attack on the fire from the exterior of the structure. After cooling the fire, they were able to advance hose lines through the fully involved downstairs and into the upstairs portion of the unit. Additional crews arrived and were assigned to ventilate the structure to reduce the heat and gasses, as well as find and attack the fire that had extended through the eaves and across the breezeway to the unit on the right hand side of the complex.

The thirty-six firefighters assigned to the fire were able to bring the fire under control just after 10 pm. The unit where the fire originated was completely destroyed by the fire. The fire burned so hot that it burned through the floor joists between the first and second floor, causing a partial collapse to occur inside the unit. The units to the right and left suffered limited smoke and fire damage. The resident of the destroyed unit had just rented the unit and had moved in earlier on Sunday. The resident and her friend had left the house approximately 3 hours earlier and did not notice any smell of smoke or see any signs of trouble when they left.

The deceased dog was recovered by firefighters after the fire was extinguished and turned over to the San Diego Humane Society after the owner was allowed time with the remains. A member of the Trauma Intervention Program (TIP) was on scene to assist the resident. The Red Cross was not needed on this incident as all affected parties were able to make other lodging arrangements.

An Investigator with the Oceanside Fire Department responded to the scene in order to determine the cause and origin of the fire. Based on the volume of fire present upon the initial arrival of the fire department units and given the extensive damage to the floor and walls, it is apparent the fire had burned undetected for some period of time. The Investigator has not completed his investigation at this time and the cause remains under investigation. You can reach Captain/Investigator Dave Parsons on Tuesday at 760-435-4101 to request an update on the cause and origin. Damage has been estimated at \$250,000, of which \$230,000 is assigned to the structure and \$20,000 to the contents and furnishings in the three units. Approximately \$750,000 worth of additional damage to the four unit complex and contents was prevented by the aggressive work of the responding personnel.

SDG&E Requests Public Utilities Commission for Rate Hike to Cover Past Wildfire Costs

SDG&E wants to charge \$1.70 more every month for the next six years to recover \$379 million in costs from the wildfires

By [Jaspreet Kaur](#) and [Candice Nguyen](#)



NBC 7

San Diego Gas & Electric (SDG&E) is asking for the California Public Utilities Commission (CPUC) to allow them to charge customers more to cover costs of the 2007 wildfires.

SDG&E wants to charge \$1.70 more every month for the next six years to recover \$379 million in costs from the wildfires.

• [Officials Identify Woman Found Dead on Hiking Trail](#)

A public meeting was held in Escondido on Monday evening. Hundreds of people gathered at the conference center to share their thoughts on the proposed rate hike.

Some argued that customers should not have to pay for the damage caused by the wildfires adding that it should be the SDG&E's responsibility.

- **Southwest Adds New Nonstop Destinations From San Diego**

"They want to spit in our face and have us be charged for the bill that they paid, plus all the people not even involved in the fire," said Janice Shaffer.

Shaffer was among the group of people at the meeting who had lost their home in the fires.

- **Painting Portraying Police as Pigs Restored in US Capitol**

"To me its unconscionable, and as a stockholder, SDG&E needs to pay," another fire victim told NBC 7. "The rate hike should not be given to those who are victimized."

CalFire determined that SDG&E lines caused the fires but the company argued that they were not at fault.

- **The End for 'BackPage' Adult Services Ads**

"We understand the impact of this fire and we are truly sorry," said Dave Gier, Vice President of Electric Transmission with SDG&E.

He added: "We believe the damage caused by those fires were out of our control."

- **9 Goats Found Dead, 52 Others Rescued form Jamul Property**

According to SDG&E spokesman Hanan Eisenman, in the Witch Fire, wind caused two lines to touch and in the Guejito, it caused a cable bundle to break. During the Rice Fire, a broken tree branch blew off and hit power lines.

"The fires were caused by the unprecedented Santa Ana winds we had that day," Eisenman said.

- **Popular Escondido Restaurant Abruptly Closes, County Finds Rodents**

He added that the winds were a common denominator for all the fires.

A CPUC hearing will be held on Jan. 23.

- **San Diegans Prepare for Trip to D.C. to Witness Inauguration**

For anyone unable to attend Monday night's meeting, you can email your comments to the CPUC at public.advisor@cpuc.ca.gov or go to their [website](#) for more information.

Published at 10:16 PM PST on Jan 9, 2017

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The Secret Benefits of Sharing Government Services

They may not show up in the bottom line.

BY: Justin Marlowe | February 2017

Each September, Umatilla County, Ore., hosts the Pendleton Round-Up, a massive rodeo that draws 50,000 people, nearly doubling the county's population. Cowboys and cowgirls from across the country bring their broncos to compete, while guests line up to watch them battle bulls and rope steers, among other things, over the three-day affair.

But bringing so many people together has a downside: Each year, there are always outbreaks of communicable diseases such as rotavirus and influenza. Umatilla County's public health professionals have the unenviable task of containing these outbreaks. Fortunately, they don't go it alone. The county has several cross-jurisdictional sharing arrangements with other counties throughout the region. An especially important one is with neighboring Morrow County. That agreement allows public health officials in one county fast access to patient case files from the other. When infections can spread quickly, time is of the essence, so the arrangement is a real asset.

This style of interlocal sharing is all the rage. By some estimates, including some of my own research, there are more than a quarter-million local service sharing arrangements across the country. Some are based on formal memoranda of understanding, while others are informal "handshake" agreements between local officials. You'll find sharing across every local government service imaginable.

Interestingly, the majority of these arrangements have been formed since the Great Recession. That suggests local officials have come to lean on sharing to save money when budgets are tight. States have also gotten in on the action. New York offers financial incentives to local governments that can generate cost savings through interlocal cooperation. Other states have adopted a more aggressive approach: In Oregon, state funding for local public health agencies is mostly contingent on interlocal sharing.

Politically speaking, sharing makes a lot of sense. It's a wonderful counterpoint to consolidating local governments. Consolidation is politically perilous, and as I've written before, it rarely saves money. By sharing you get better services for less money and you get to feel good about cooperating with your neighbors. Who's against that?

Unfortunately, the link between sharing and cost saving is unclear. So far researchers have completed about a dozen scientific studies on how sharing affects the costs of service delivery. Across the board, their findings show that expenditures in jurisdictions that share services are really no different from those in jurisdictions that don't. Those findings complement dozens of case studies and anecdotes to the same effect. Several surveys of local officials also show that saving money is rarely their main motivation for sharing.

If sharing is not about driving down costs, then why has it become a go-to strategy since the Great Recession? It turns out sharing has a lot to do *indirectly* with saving money. According to those same studies, jurisdictions that share have greater capacity to deliver new services. That's why it's no surprise that sharing is most common in areas like disaster preparedness, local anti-terrorism efforts, cybercrime and programs to fight the opioid epidemic. These problems have all become headline issues since the Great Recession. Rather than create new, jurisdiction-specific programs, many localities have built

these efforts as shared services. Without that sharing, these new essential services might not exist.

The same is true for preserving the scope and quality of existing services. There are dozens of examples across the country of one local government filling in a service delivery gap that emerged when a neighboring jurisdiction eliminated or scaled back that same program during the recession. Under these circumstances sharing won't necessarily save money, especially if expanding a service requires spending money on new staff, facilities or equipment. But the cost savings might happen later, when a different jurisdiction agrees to step up and help its neighbors during the next recession.

Interlocal service sharing is complex, difficult work, and the return on investment is not always clear. It doesn't save money in the traditional sense. But it does create flexibility and a bit more certainty in the increasingly uncertain world of local government finance.

This article was printed from: <http://www.governing.com/columns/public-money/gov-shared-government-services.html>

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**NORTH COUNTY FIRE
PROTECTION DISTRICT**

FIRE CHIEF/CEO

TO: BOARD OF DIRECTORS
FROM: STEPHEN ABBOTT, FIRE CHIEF/CEO
DATE: MARCH 1, 2017
SUBJECT: COMMENTS

● **STAFF 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: CHIEF ABBOTT
DATE: MARCH 1, 2017
SUBJECT: CLOSED SESSION

CLOSED SESSION

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

CS-1. ANNOUNCEMENT — PRESIDENT MUNSON

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

CS-2. CONFERENCE WITH REAL PROPERTY NEGOTIATOR — GOVERNMENT CODE § 54956.8 — CHIEF ABBOTT:

- PROPERTY LOCATION: 330 S. Main Avenue, Fallbrook, CA 92028;
PARTIES: North County Fire Protection District (Purchaser) & Ian Forsythe (Seller);
UNDER NEGOTIATION: Terms of Purchase;
DISTRICT NEGOTIATORS: Chief Abbott, District Counsel James

**CS-3. CONFERENCE WITH LABOR NEGOTIATOR – GOVERNMENT CODE § 54957.6
Management Group Negotiations – Chief Abbott**

- NCFPD MANAGEMENT GROUP DISTRICT NEGOTIATORS:
CHIEF ABBOTT , DISTRICT COUNSEL JAMES

**CS-4. CONFERENCE WITH LABOR NEGOTIATOR – GOVERNMENT CODE § 54957.6
Non-Safety Group Negotiations – Chief Abbott**

- FFA NON-SAFETY GROUP NEGOTIATORS DISTRICT NEGOTIATORS:
CHIEF ABBOTT , DISTRICT COUNSEL JAMES

**CS-5. CONFERENCE WITH LABOR NEGOTIATOR – GOVERNMENT CODE § 54957.6
Safety Group Negotiations – Chief Abbott**

- FFA SAFETY GROUP NEGOTIATORS DISTRICT NEGOTIATORS:
CHIEF ABBOTT , DISTRICT COUNSEL JAMES

**CS-6. CONFERENCE WITH LABOR NEGOTIATOR – GOVERNMENT CODE § 54957.6
Unrepresented Individual – Chief Abbott**

- BOARD SECRETARY/EXECUTIVE ASSISTANT DISTRICT NEGOTIATOR:
CHIEF ABBOTT , DISTRICT COUNSEL JAMES

**CS-7. CONFERENCE WITH LABOR NEGOTIATOR – GOVERNMENT CODE § 54957.6
Unrepresented Individual – District Counsel James**

- FIRE CHIEF/CEO DISTRICT NEGOTIATOR:
DISTRICT COUNSEL JAMES

CS-8. REPORT FROM CLOSED SESSION — PRESIDENT MUNSON

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