

**San Miguel Consolidated Fire Protection District
Regular Meeting of the Board of Directors
Wednesday, December 13, 2023, 5:30 pm
District Board Room - 2850 Via Orange Way (2nd Floor), Spring Valley, CA 91978**

AGENDA

CALL TO ORDER

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Agenda items shall be addressed in the published order unless a member of the Board or a member of the public requests a specific item be taken out of order, and the Board agrees to do so.

PUBLIC COMMENT

The public may bring an item not on the agenda forward; however, the Board will not be able to take any action at this meeting. If appropriate, the item will be referred to the Board and/or Fire Chief to determine if the item will be placed on a future Board agenda. Items from Board members or Staff may not be discussed by the Board but, if appropriate, will be placed on a future Board agenda. To facilitate business proceedings, a three (3) minute period shall be allotted to each person addressing the Board. Any writings or documents provided to a majority of the members of the San Miguel Consolidated Fire Protection District regarding any item on this agenda will be made available for public inspection in the San Miguel Consolidated Fire Protection District Headquarters located at 2850 Via Orange Way, Spring Valley, California, during regular business hours.

Assistance for Those with Disabilities (Compliance with the Americans with Disabilities Act (US Code Title 42)): *If you need an accommodation to participate in the meeting, please call (619-670-0500) or email (info@sanmiguelfire.org) and Board Clerk Shayna Rians will coordinate.*

SPECIAL PRESENTATION

San Miguel Leadership will conduct badge-pinning for Fire Personnel and acknowledge retiring personnel (intermission to follow).

CLOSED SESSION AGENDA ITEMS

1. Closed Session - Conference with Labor Negotiator (Government Code §54957.6)
Agency Negotiators: Directors McKenna, Muns, Robles, & Attorney Joseph Sanchez
Unrepresented Employees: Division Chief(s), Administrative Officer/Finance Officer, Deputy Fire Marshal, Administrative Analyst, Human Resources Specialist, Accounting Specialist, Executive Assistant/Board Clerk, Fire Inspector(s), Fire Services Officer

2. Closed Session – Conference with Labor Negotiator (§54957.6)
Agency Negotiators: Attorney Joseph Sanchez
Title: Fire Chief

CONSENT AGENDA ITEMS

3. Approve the Minutes - Regular Meeting of November 8, 2023

4. Approve Board Member Stipend Payments

INFORMATIONAL AGENDA ITEMS

5. San Miguel Meeting Guide – Executive Assistant/Board Clerk Rians will present an updated Meeting guide for the Board of Directors to review and provide feedback/changes for ease of use.

6. Zone 1 Contract Update – The Fire Chief will present an informational update on the Zone 1 Contract.

ACTION AGENDA ITEMS

- 7. Terms of Employment – The Board of Directors will discuss and may take action on ratifying the Terms of Employment for the following group: Unrepresented Executive Chiefs and Executive Staff for the term of January 1, 2024 – December 31, 2024.
- 8. Terms of Employment – The Board of Directors will discuss and may take action on ratifying the Terms of Employment for the following group: Unrepresented Fire Prevention Management Staff for the term of January 1, 2024 – December 31, 2024.
- 9. Terms of Employment – The Board of Directors will discuss and may take action on ratifying the Terms of Employment for the following group: Unrepresented Employees for the term of January 1, 2024 – December 31, 2024.
- 10. Memorandum of Agreement (MOA) between San Diego County Fire Protection District and San Miguel Consolidated Fire Protection District for Emergency Medical Service – The Board of Directors will receive information and may take action on the agreement request.
- 11. San Diego Regional Fire Foundation (SDRFF) Fire Department Grant – The Board of Directors will receive information and may take action on a grant request for a Type 3 Apparatus.
- 12. Station 16 Renovation – The Board of Directors will receive information and may take action on the request to separate Station 16’s Renovation into two Public Works projects for the best interest of the District.
- 13. Allocation of 2022/2023 General Fund Reserve – The Board of Directors may accept the recommendation of where to allocate General Fund Revenue into Reserve Funds.
- 14. Election of Board Officers – The Board will elect Board Officers pursuant to Board Policy Manual item 201.1. The Officers of the Board are the President, Vice President, and Secretary.

REPORTS

- 15. Committee Reports
- 16. Directors’ Reports
- 17. Chief’s Report
- 18. Association of San Miguel Chief Officers Communications
- 19. Association of San Miguel Firefighters Communications
- 20. Correspondence

ACTION PLAN RECAP

NEXT MEETING – Regular Meeting, January 10, 2024, 5:30 pm, District Headquarters

ADJOURNMENT

CERTIFICATION OF POSTING I certify that on December 8, 2023, a copy of the foregoing agenda was posted on the District’s website and near the meeting place of the Board of Directors of the San Miguel Consolidated Fire Protection District, said time being at least 72 hours in advance of the Board of Directors meeting (Government Code §54954.2). Executed at Spring Valley, California on December 8, 2023

/s/ Shayna Rians _____ Shayna Rians, Board Clerk

The District reserves the 4th Wednesday of each month for an additional Regular Meeting if needed.

In accordance with AB 2647, Agenda and supporting documents are available online at <https://www.sanmiguelfire.org/board-meetings>

**The San Miguel Consolidated Fire Protection District
Regular Meeting of the Board of Directors
Wednesday, November 8, 2023, 5:30 pm**

MINUTES

President Robles called the meeting to order at 5:31 pm.

BOARD MEMBERS PRESENT Directors McKenna, Nelson, Pierce, Raddatz, Robles, and Woodruff

BOARD MEMBERS ABSENT Director Muns

STAFF PRESENT Fire Chief Brainard, Division Chiefs Lawler and Quinlan, Battalion Chief Christiansen, Administrative Officer/Finance Officer Harris, Administrative Analyst Diana Derobertis, Deputy Fire Marshal Jon Newman, Fire Services Officer Camarena, and Executive Assistant/Board Clerk Rians.

Director Pierce led the Pledge of Allegiance

APPROVAL OF AGENDA

Director Robles requested Action Agenda Item #13 be tabled to the December meeting. By Board Consensus, the agenda was approved.

The Agenda for the Regular Meeting of November 8, 2023, was posted at District Headquarters on Friday, November 3, 2023, at 5:00 p.m.

PUBLIC COMMENT - None

SPECIAL PRESENTATIONS

Hayden Yantha, Field Representative from Assemblywoman Marie Waldron's office, presented a Staff representing Assemblywoman Marie Waldron (California State Assembly District 75), presented \$500,000 towards the construction of new Station 18.

San Miguel Leadership will conduct badge-pinning for Fire Personnel and acknowledge retiring personnel at the December meeting.

CONSENT AGENDA ITEMS

Upon a motion by Director McKenna, second by Director Nelson, and vote (unanimously in favor with Director Muns absent), the Consent Agenda was approved.

1. Approve the Minutes
 - Regular Meeting of September 13, 2023
 - Regular Meeting (Master Planning Workshop) of September 27, 2023
2. Approve Board Member Stipend Payments
3. Receive and File Quarterly Investment Report in Accordance with California Government Code
4. Review Credit Card Expenditures of the Fire Chief and Administrative Officer/Finance Officer
5. Review the Quarterly Employee Reimbursement Report

6. Review the Quarterly Information Technology Access Log

INFORMATIONAL AGENDA ITEMS

7. Quarterly Financial Update – Administrative Officer/Finance Officer Harris presented the Quarterly Financial Update for the Period Ended September 30, 2023. AO/FO Harris presented information for the first quarter of the Fiscal Year and stated that expenses are trending higher for the quarter, which is to be expected, with benefits being due in July. Insurance is trending at 71% of the current budget due to annual payments made in July and workers' compensation payments happening throughout the year. Overtime continues to trend higher due to strike team reimbursements not being received and overtime expenses increasing.

Director Muns arrived at 5:38 pm.

8. Presentation of Revenue/Expenses – Administrative Officer/Finance Officer Harris presented information related to revenue and expenses per direction from the Board Workshop.
9. Deputy Fire Marshal Newman presented information on Accessory Dwelling Units and shared that information will be forthcoming regarding Assembly Bill 1033.

ACTION AGENDA ITEMS

10. Resolution 23-23 – A Resolution of the Board of Directors of the San Miguel Consolidated Fire Protection District Opposing Initiative 21-0042A1

Upon a motion by Director Pierce, second by Director Muns, and vote (Directors McKenna, Muns, Pierce, Raddatz, Robles and Woodruff in favor, Director Nelson opposed), Resolution 23-23 was approved.

11. Resolution 23-24 – A Resolution of the Board of Directors of the San Miguel Consolidated Fire Protection District Appointing the Administrative Officer/Finance Officer

Upon a motion by Director Nelson, second by Director Raddatz, and vote (unanimously in favor), Resolution 23-24 was approved.

12. Resolution 23-25 – A Resolution of the Board of Directors of the San Miguel Consolidated Fire Protection District Appointing the Board Clerk

Upon a motion by Director Pierce, second by Director Woodruff, and vote (unanimously in favor), Resolution 23-25 was approved.

13. Land Acknowledgment Resolution Draft – The Board of Directors will receive information and may take action on a draft land acknowledgment for the San Miguel Consolidated Fire Protection District. (Requested by Director Robles)

Tabled to December meeting.

14. Committee Discussion – The Board of Directors will discuss committee roles and responsibilities. (Requested by Director McKenna)

The Board discussed participation in Commission and Committee meetings, roles and responsibilities, and the Board approving outgoing correspondence. Legal Counsel suggested

any decisions be reflected in policy. Commission Representatives and Committee Chairs will bring recommendations for policy guidelines to the January 2024 meeting. Additionally, Board Clerk Rians will revamp the Commissions and Committees reference document and bring it forward at the December 13, 2023, Regular Meeting for review.

Upon a motion by Director McKenna, second by Director Robles, and vote (unanimously in favor), the District will fund three Board attendees to the CSDA quarterly meeting/dinner.

15. Urban Search and Rescue Task Force Reestablishment – The Board of Directors will receive information and may take action allowing personnel to voluntarily participate in the San Diego Urban Search and Rescue Task 8 Team

Upon a motion by Director Robles, second by Director McKenna, and vote (unanimously in favor), the District's participation in USAR was approved.

REPORTS

16. Committee Reports

Director Raddatz shared that the Finance Committee reviewed the financial information that was presented today. There was discussion regarding forecasting revenue and expenditures and ensuring one-time revenues are not considered among recurring revenue. Director Nelson noted the need to review cost increases (fuel, equipment, etc.) over referring to the published federal inflation rates.

Director Nelson attended the Heartland Communication Commission Meeting as the alternate to Director Muns. A contract was granted for Very High Frequency (VHF) communications, and the dispatchers received recognition for their work.

Director Pierce (primary representative for Heartland Fire Training Authority) shared that the new Heartland Fire website is live, and their next Academy graduates on February 17, 2024. Director Pierce also spoke on behalf of the Government Affairs Committee (Ad Hoc), stating that it is budget time for many of our representatives. Direction was given to Chief Brainard to seek monetary assistance from Assemblywoman Dr. Weber's office toward thermal imaging cameras.

Director Robles shared that Negotiations are being completed with the employee organizations and unrepresented employees.

17. Directors' Reports

Directors Nelson and Pierce attended an event to meet the candidates vying for the County Board of Supervisors 4th District seat.

Director McKenna commended Director Robles for the most recent Board Workshop. She shared it was one of the most productive workshops she had ever attended and encouraged building on the open and inviting communication from non-Board members.

Director Robles shared that he and the staff are working on follow-up items from the workshop.

18. Chief's Report

Action Plan Recap from September 13, 2023, Board Meeting

- AO/FO Harris make changes to the adopted final budget, move forward with the comprehensive budget report – **Being finalized.**
- Staff to look into grants for Station 23 solar – **Reviewing County Grant Options.**

Action Plan Recap from September 27, 2023, BOD Master Planning Workshop

- An informational item to be added to the 10/25/2023 meeting showing revenue over expenses for the last 5 fiscal years – **Contained in AO/FO presentation.**
- Division Chief Lawler to contact BB&K for guidance on engaging contractors for projects like station solar **Complete.**
- Chief Brainard to review I.T. best practices **In progress.**
- Resolution for legislative action on the 10/25/2023 agenda **On tonight's agenda.**
- Staff to create a spreadsheet of consensus items from revenue brainstorm **Complete.**
- Chief Brainard to engage BB&K regarding Grossmont Contract **In progress.**
 - Standing meeting with Grossmont Hospital Executive Staff **In progress.**
 - Request seeking approval for Standards of Coverage (with cost quote) at the November 2023 meeting.
 - **IAFF via Local 1434 President will provide this service at no cost.**
 - **If IAFF not used \$65,000 to \$80,000, depending on RFP scope.**

APN Assessment

- 4 APNs within San Miguel involved – Fiscal Impact being investigated.

ASA (Ambulance Service Area) - Ambulance Transition

- Working on MOA with County Council and BB&K

Wellness and Enhanced Cancer Screening

- November 4 – first of 3 days of cancer screening – 105 firefighters screened.
- New contract with First Alarm Wellness, Units stay in District.
 - Increase in cancer screening.

Nurse Navigator – Grossmont Hosp District may fund 1 year study.

- Dr. Swartz assessment of the pilot program

Toy Parade December 2 – Station 6 to Parkway Plaza

Honor Guard Academy for Central Zone

FDAC 2-day workshop hosted by San Miguel December 8 & 9 (attached)

Significant Incidents

- Oct 12 – Electric Veh Fire Complex Suppression w County HazMat
- Nov 1 – 10502 Anaheim SS/SF Structure Fire

19. Association of San Miguel Chief Officers Communications

Battalion Chief Christiansen shared multiple personnel who have probation or have been promoted into higher ranks. A Captain's test will take place in the first quarter of 2024, and the ISA contract has been renewed, which allows the District to recoup some training costs. Chief Christiansen should have some numbers from CalJac to share at the next meeting, which is also a means of recouping some costs. Strike teams were deployed to the Highland Fire in Aguanga, CA; San Miguel crews spent 4 to 5 days there, and everyone did a great job. The Battalion Chiefs are working on a feasibility study for Starlink, enabling the District to have a mobile Emergency Operations Center. Battalion Chiefs are also working on outside testing at the Captain level. Five (5) candidates did well on the Engineer's test, with interviews to come. Battalion Chief Durrell attended the annual CalChiefs conference and reported back on the discussion on PFAs, a material in turnouts being linked to higher instances of cancer, as well as 700 MHz radios showing better transmission inside buildings.

20. Association of San Miguel Firefighters Communications

Captain Hays acknowledged a smooth negotiation process and thanked AO/FO Harris for providing adequate documentation and details, highlighting transparency. Hays acknowledged FFPM Arteaga's work on USAR and FFPM Hardin's work with recruitment. Per the September

board meeting, Hays contacted IAFF regarding the standards of coverage study and is moving forward in getting that scheduled. Hays shared that the annual Octoberstache fundraising and events were a success, the bi-annual bid was well-attended, and all are invited to an Operation BBQ Relief event this coming Saturday, 4-7 pm, at Skyline Church. Funds raised will go to Ashley Durrell as she continues her cancer treatment. Captain Hays also discussed an opportunity for assistance with the fire in Maui, sharing frustration over being unable to participate in a recent activation to support Hawaii. General Counsel Joey Sanchez explained the last-minute notice and not having a current policy in place for this item was the reason for the legal opinion not to support it at this time. The Fire Chief will work with staff on getting this policy written and submitted for consideration. Lastly, Captain Hays announced the annual holiday party is at Sycuan on December 8, 2023, and RSVPs are due.

21. Correspondence

Chief Brainard shared correspondence from Heartland Communications thanking the District for their support after the passing of an employee and a letter from the Grossmont Hospital Foundation acknowledging the donation of a firehouse dinner.

President Robles adjourned the meeting to Closed Session at 7:38 p.m.

CLOSED SESSION AGENDA ITEMS

22. Closed Session – Conference with Labor Negotiator (Government Code §54957.6)

Agency Negotiators: Directors McKenna, Muns, Robles, & Attorney Joseph Sanchez
Employee Organization: Association of San Miguel Firefighters IAFF Local 1434

23. Closed Session - Conference with Labor Negotiator (Government Code §54957.6)

Agency Negotiators: Directors McKenna, Muns, Robles, & Attorney Joseph Sanchez
Employee Organization: Chief Officer's Association of San Miguel

24. Closed Session - Conference with Labor Negotiator (Government Code §54957.6)

Agency Negotiators: Directors McKenna, Muns, Robles, & Attorney Joseph Sanchez
Unrepresented Employees: Division Chief(s), Administrative Officer/Finance Officer, Deputy Fire Marshal, Administrative Analyst, Human Resources Specialist, Accounting Specialist, Executive Assistant/Board Clerk, Fire Inspector(s), Fire Services Officer

President Robles reconvened the meeting to Open Session at 8:02 p.m.

ACTION PLAN RECAP

- Action Item #13 (Land Acknowledgment Resolution Draft) on the next agenda
- Staff to prepare a 'Thank You' letter for Assemblywoman Waldron.
- January agenda – Committee Chairs and Commission Representatives to bring back recommendations for policy guidelines.
- Board Clerk Rians to revamp the Commissions and Committees reference document.
- Chief Brainard directed to request funds from Assemblywoman Dr. Weber for thermal imaging cameras.
- December meeting – Memorandum of Understanding between SDCFPD and SMCFPD for Emergency Medical Services.
- Board – Draft Policy – Activation Policy for assignments outside of OES.

*The next Board Meeting will be a Board Workshop on **December 13, 2023, at 5:30 p.m.**, District Headquarters*

President Robles adjourned the meeting at 8:04 pm.

Minutes approved at the Regular Meeting of the Board of Directors, San Miguel Consolidated Fire Protection District, on December 13, 2023.

Jesse A. Robles, Board President

Attest:

Shayna Rians, Board Clerk



San Miguel Fire & Rescue

Service Beyond Expectations

Staff Report

Date: December 13, 2023
To: Board of Directors
From: Shayna Rians, Executive Assistant/Board Clerk
Subject: Board Member Stipend Payments

Background

Effective January 1, 2015, a formal payment procedure was established to pay board members their monthly meeting stipends. To initiate the payment process, a stipend form for board meetings, training, and local meetings/events will be submitted.

Recommendation

Approve the attached board member monthly meeting stipend forms:

- Directors Muns and Nelson amended stipend forms from October 2023
- All Director forms for November 2023

San Miguel Consolidated Fire Protection District

Board Member Monthly Meeting Stipend Form

Name: Theresa McKenna

Month/Year: November 2023

Section I - Board/Committee Meetings

Date	Board/Committee Meeting Attended	Meeting Stipend \$173.25	Check box (x) if you do <u>not</u> want to be paid Stipend
11/08/23	Regular Board Meeting	\$173.25	x
TOTAL MEETING STIPEND		\$0.00	

Section II - Training and Local Meetings/Events

Date	Training/Local Meeting Attended	Days	Mileage (0.56 / Mile)	Amount
TOTAL MILES			0	\$0.00

Section III - Expense Claim Summary (Expense Report Form must be attached)

Date	Description	Amount

Section IV - Summary

Signature: _____	Total Stipend Paid:	\$0.00
Date: _____	Total Expense Claim:	\$0.00
		Total Mileage:
		Total Amount Due:
		\$0.00
Approved at Board Meeting on: 12/13/2023 _____		

MAXIMUM OF 4 MEETINGS PAID PER MONTH

Forms are due the 1st of each month

Please submit to Shayna Rians

srians@sanmiquelfire.org

San Miguel Consolidated Fire Protection District

Board Member Monthly Meeting Stipend Form

Name: Harry Muns

Month/Year: November 2023

Section I - Board/Committee Meetings

Date	Board/Committee Meeting Attended	Meeting Stipend \$173.25	Check box (x) if you do <u>not</u> want to be paid Stipend
11/08/23	Regular Board Meeting	\$173.25	x
TOTAL MEETING STIPEND		\$0.00	

Section II - Training and Local Meetings/Events

Date	Training/Local Meeting Attended	Days	Mileage (0.56 / Mile)	Amount
TOTAL MILES			0	\$0.00

Section III - Expense Claim Summary (Expense Report Form must be attached)

Date	Description	Amount

Section IV - Summary

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Approved at Board Meeting on: 12/13/2023 _____									

MAXIMUM OF 4 MEETINGS PAID PER MONTH
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srians@sanmiquelfire.org

San Miguel Consolidated Fire Protection District

Amended Board Member Monthly Meeting Stipend Form

Name: Harry Muns

Month/Year: October 2023

Section I - Board/Committee Meetings

Date	Board/Committee Meeting Attended	Meeting Stipend \$173.25	Check box (x) if you do <u>not</u> want to be paid Stipend
10/06/23	Negotiations Meeting	\$100.00	x
TOTAL MEETING STIPEND		\$0.00	

Section II - Training and Local Meetings/Events

Date	Training/Local Meeting Attended	Days	Mileage (0.56 / Mile)	Amount
TOTAL MILES			0	\$0.00

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Total Amount Due:	\$0.00								
Approved at Board Meeting on: 11/8/2023 _____									

MAXIMUM OF 4 MEETINGS PAID PER MONTH

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Please submit to Shayna Rians

srians@sanmiquelfire.org

San Miguel Consolidated Fire Protection District

Board Member Monthly Meeting Stipend Form

Name: Jeff Nelson

Month/Year: November 2023

Section I - Board/Committee Meetings

Date	Board/Committee Meeting Attended	Meeting Stipend \$173.25	Check box (x) if you do <u>not</u> want to be paid Stipend
11/08/23	Regular Board Meeting	\$173.25	
TOTAL MEETING STIPEND		\$173.25	

Section II - Training and Local Meetings/Events

Date	Training/Local Meeting Attended	Days	Mileage (0.56 / Mile)	Amount
TOTAL MILES			0	\$0.00

Section III - Expense Claim Summary (Expense Report Form must be attached)

Date	Description	Amount

Section IV - Summary

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Approved at Board Meeting on: 12/13/2023 _____									

MAXIMUM OF 4 MEETINGS PAID PER MONTH

Forms are due the 1st of each month

Please submit to Shayna Rians

srians@sanmiquelfire.org

San Miguel Consolidated Fire Protection District

Amended Board Member Monthly Meeting Stipend Form

Name: Jeff Nelson

Month/Year: October 2023

Section I - Board/Committee Meetings

Date	Board/Committee Meeting Attended	Meeting Stipend \$173.25	Check box (x) if you do <u>not</u> want to be paid Stipend
10/25/23	Finance Committee Meeting	\$100.00	
10/26/23	Heartland Communications Meeting	\$100.00	
TOTAL MEETING STIPEND		\$200.00	

Section II - Training and Local Meetings/Events

Date	Training/Local Meeting Attended	Days	Mileage (0.56 / Mile)	Amount
TOTAL MILES			0	\$0.00

Section III - Expense Claim Summary (Expense Report Form must be attached)

Date	Description	Amount

Section IV - Summary

Signature: _____ Date: _____	<table border="1"> <tr> <td>Total Stipend Paid:</td> <td style="text-align: right;">\$200.00</td> </tr> <tr> <td>Total Expense Claim:</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Total Mileage:</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Total Amount Due:</td> <td style="text-align: right;">\$200.00</td> </tr> </table>	Total Stipend Paid:	\$200.00	Total Expense Claim:	\$0.00	Total Mileage:	\$0.00	Total Amount Due:	\$200.00
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Approved at Board Meeting on: 11/8/2023 _____									

MAXIMUM OF 4 MEETINGS PAID PER MONTH

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srians@sanmiquelfire.org

San Miguel Consolidated Fire Protection District

Board Member Monthly Meeting Stipend Form

Name: Christopher Pierce

Month/Year: November 2023

Section I - Board/Committee Meetings

Date	Board/Committee Meeting Attended	Meeting Stipend \$173.25	Check box (x) if you do <u>not</u> want to be paid Stipend
11/08/23	Regular Board Meeting	\$173.25	
11/16/23	CSDA Meeting	\$100.00	
TOTAL MEETING STIPEND		\$273.25	

Section II - Training and Local Meetings/Events

Date	Training/Local Meeting Attended	Days	Mileage (0.56 / Mile)	Amount
TOTAL MILES			0	\$0.00

Section III - Expense Claim Summary (Expense Report Form must be attached)

Date	Description	Amount

Section IV - Summary

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srians@sanmiquelfire.org

San Miguel Consolidated Fire Protection District

Board Member Monthly Meeting Stipend Form

Name: Kim Raddatz

Month/Year: November 2023

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11/08/23	Regular Board Meeting	\$173.25	
TOTAL MEETING STIPEND		\$173.25	

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Total Mileage:	\$0.00								
Total Amount Due:	\$173.25								
Approved at Board Meeting on: 12/13/2023 _____									

MAXIMUM OF 4 MEETINGS PAID PER MONTH

Forms are due the 1st of each month

Please submit to Shayna Rians

srians@sanmiquelfire.org

San Miguel Consolidated Fire Protection District

Board Member Monthly Meeting Stipend Form

Name: Jesse A. Robles

Month/Year: November 2023

Section I - Board/Committee Meetings

Date	Board/Committee Meeting Attended	Meeting Stipend \$173.25	Check box (x) if you do <u>not</u> want to be paid Stipend
11/08/23	Regular Board Meeting	\$173.25	
11/16/23	CSDA Meeting	\$100.00	
TOTAL MEETING STIPEND		\$273.25	

Section II - Training and Local Meetings/Events

Date	Training/Local Meeting Attended	Days	Mileage (0.56 / Mile)	Amount
TOTAL MILES			0	\$0.00

Section III - Expense Claim Summary (Expense Report Form must be attached)

Date	Description	Amount

Section IV - Summary

Signature: _____ Date: _____	<table border="1" style="width: 100%;"> <tr> <td>Total Stipend Paid:</td> <td>\$273.25</td> </tr> <tr> <td>Total Expense Claim:</td> <td>\$0.00</td> </tr> <tr> <td>Total Mileage:</td> <td>\$0.00</td> </tr> <tr> <td>Total Amount Due:</td> <td>\$273.25</td> </tr> </table>	Total Stipend Paid:	\$273.25	Total Expense Claim:	\$0.00	Total Mileage:	\$0.00	Total Amount Due:	\$273.25
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MAXIMUM OF 4 MEETINGS PAID PER MONTH

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Please submit to Shayna Rians

srians@sanmiquelfire.org

San Miguel Consolidated Fire Protection District

Board Member Monthly Meeting Stipend Form

Name: Ed Woodruff

Month/Year: November 2023

Section I - Board/Committee Meetings

Date	Board/Committee Meeting Attended	Meeting Stipend \$173.25	Check box (x) if you do <u>not</u> want to be paid Stipend
11/08/23	Regular Board Meeting	\$173.25	
11/16/23	CSDA Meeting	\$100.00	
TOTAL MEETING STIPEND		\$273.25	

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MAXIMUM OF 4 MEETINGS PAID PER MONTH

Forms are due the 1st of each month

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srians@sanmiquelfire.org



San Miguel Fire & Rescue

Service Beyond Expectations

Fire Chief Report

Date: December 13, 2023
To: Board of Directors
From: Criss Brainard, Fire Chief
Subject: San Miguel FPD and County FPD MOA for Emergency Medical Services

Background

Effective October 1, 2023, the San Diego County FPD assumed responsibility for the Ambulance Service Area (ASA), formerly Zone 2, which provides ALS ambulance service to portions of San Miguel (primarily Stations 18, 22 and 23). The attached MOA is a standard agreement between agencies laying out Operational guidelines and requirements. This document has been vetted and agreed upon by both County Council and BB&K.

Discussion

Prior to sending this document to our attorneys, all fire agencies in San Diego County that will receive these services were contacted and asked for Operational input. The attached MOA is a compilation of agreed up Operational and Legal language to guide the services between San Miguel FPD and the San Diego County FPD.

Recommendation

Approve the MOA and allow Chief Brainard to sign the document.

Fiscal Impact

None

**MEMORANDUM OF AGREEMENT BETWEEN SAN MIGUEL FIRE & RESCUE AND
SAN DIEGO COUNTY FIRE PROTECTION DISTRICT
FOR EMERGENCY MEDICAL SERVICES**

This Memorandum of Agreement (“MOA”) is made by and among San Miguel Fire & Rescue (SMFR), a public entity, and the San Diego County Fire Protection District (SDCFPD) as of the date of last signature. The parties to this MOA may be referred to herein collectively as the “Parties” or individually as a “Party.”

RECITALS

WHEREAS, SMFR provides first response emergency medical services (EMS) within San Diego County and serves the communities of Bostonia, Casa de Oro, Crest, Grossmont/Mt. Helix, La Presa, Rancho San Diego, Spring Valley, and the unincorporated areas of El Cajon and La Mesa, and while providing these services, medical supplies and medications are utilized.

WHEREAS, SDCFPD is responsible for managing and/or providing ambulance transportation services in the San Diego County Fire Protection District Ground Ambulance Service Area (ASA) to include, but not limited to, staffing, operating, dispatching, billing and managing Advanced Life Support (ALS) Ambulances, Basic Life Support (BLS) Ambulances, Special Event Ambulance and Interfacility Transportation within the ASA.

WHEREAS, the County Board of Supervisors, approved the Board Letter from May 23, 2023, under Minute Order 19, authorizing the Chief Administrative Officer (CAO), or designee to enter into an agreement between the County of San Diego and the San Diego County Fire Protection District to exclusively provide and/or manage emergency ambulance services in the areas where the County has, or will have, the responsibility for ambulance transportation service in compliance with Assembly Bill (AB) 389, which is codified into California Health and Safety Code Sections 1797.230-231 .

WHEREAS, the SDCFPD Board of Directors, approved the Board Letter from May 23, 2023, under Minute Order FP01, authorizing the Executive Director, or designee, of the SDCFPD to enter into an agreement with the County of San Diego to exclusively provide and/or manage emergency ambulance services in the areas where the County has, or will have, the responsibility for ambulance transportation services in compliance with California Health and Safety Code Sections 1797.230-231.

WHEREAS, the entirety of the SMFR service area lies within the SDCFPD Ground Ambulance Service Area.

WHEREAS, the parties desire to deliver emergency medical services at a high level of service, and ensure the availability of medical supplies and medications.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises set forth below, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Administration of MOA:

1.1 Each Party identifies the following individual to serve as the authorized administrative representative for that Party. Any Party may change its administrative representative by notifying the other Party in writing of such change. Any such change shall become effective upon the receipt of such notice by the other party to this MOA. Notice of the authorized representative should be sent to each Party as follows:

**MEMORANDUM OF AGREEMENT BETWEEN SAN MIGUEL FIRE & RESCUE AND
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FOR EMERGENCY MEDICAL SERVICES**

<u>San Diego County Fire Protection District</u> Angie Kang, Administrative Analyst III 5560 Overland Ave, Ste #400, San Diego, CA 92123 858-298-0639 Angie.Kang@sdcounty.ca.gov	<u>San Miguel Fire & Rescue</u> [Andy Lawler] [2850 Via Orange Way Spring Valley, CA 91978] [619.670-0500] [ALawler@sanmiguelfire.org]
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2. Institution Rights and Responsibilities

2.1 SMFR shall:

- 2.1.1 Maintain BLS and/or ALS First Responder Services in compliance with San Diego County Emergency Medical Services Office (SDEMS) Policies.
- 2.1.2 Ensure all requests for ambulances are placed with the San Diego Interagency Emergency Command Center.
- 2.1.3 Provide incident medical documentation for care rendered by first response units to transporting unit..
- 2.1.4 Provide documentation of EMS care delivered to receiving facility through ePCR platform.
- 2.1.5 Provide Response Data..
- 2.1.6 Participate in Quality Assurance with SDCFPD.
- 2.1.7 Work to standardize equipment and supplies used during ambulance transportation services.
- 2.1.8 If SMFR bills for the EMS response or has an EMS tax assessed, no restock will occur and SMFR shall comply with Title 42, Chapter V, Subchapter B, Part 1001, Subpart C, §1001.952.

2.2 SDCFPD shall:

- 2.2.1 Provide restock for expendable medical supplies (except Drug Enforcement Administration (DEA) controlled substances).
 - 2.2.1.1 Items will be replaced using a “1 for 1” replacement of medications (except DEA controlled substances) and supplies based on use during incidents where the transporting unit is an ASA resource.
- 2.2.2 Provide EMS related training opportunities.
 - 2.2.2.1 Formal EMS Courses
 - 2.2.2.2 In Service EMS Training
 - 2.2.2.3 Quality Assurance Review

3. Indemnity:

3.1 Claims Arising From Sole Acts or Omissions of SDCFPD

SDCFPD hereby agrees to defend and indemnify SMFR, its agents, officers and employees (hereinafter collectively referred to in this paragraph as 'SMFR'), from any claim, action or proceeding against SMFR, arising solely out of the acts or omissions of SDCFPD in the performance of this Agreement. At its sole discretion, SMFR may

**MEMORANDUM OF AGREEMENT BETWEEN SAN MIGUEL FIRE & RESCUE AND
SAN DIEGO COUNTY FIRE PROTECTION DISTRICT
FOR EMERGENCY MEDICAL SERVICES**

participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve SDCFPD of any obligation imposed by this Agreement. SMFR shall notify SDCFPD promptly of any claim, action or proceeding and cooperate fully in the defense.

3.2 Claims Arising From Sole Acts or Omissions of SMFR

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

3.3 Claims Arising From Concurrent Acts or Omissions

SDCFPD and SMFR hereby agree to defend themselves from any claim, action or proceeding arising out of the concurrent acts or omissions of SDCFPD and SMFR. In such cases, SDCFPD and SMFR agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 5 below.

3.4 Joint Defense

Notwithstanding paragraph 3 above, in cases where SDCFPD and SMFR agree in writing to a joint defense, SDCFPD and SMFR may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of SDCFPD and SMFR. Joint defense counsel shall be selected by mutual agreement of SDCFPD and SMFR. SDCFPD and SMFR agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph 5 below. SDCFPD and SMFR further agree that neither party may bind the other to a settlement agreement without the written consent of both SDCFPD and SMFR.

3.5 Reimbursement and/or Reallocation

Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, SDCFPD and SMFR may seek reimbursement and/or reallocation of defense costs, judgments and awards, consistent with such comparative fault.

4 Insurance: For insurance requirements, please find Exhibit A attached.

5 Conformance with Rules and Regulations: All parties shall be in conformity with all applicable federal, State, County, and local laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all licenses, permits, notices, and certificates as are required. All parties shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health, and sanitation.

**MEMORANDUM OF AGREEMENT BETWEEN SAN MIGUEL FIRE & RESCUE AND
SAN DIEGO COUNTY FIRE PROTECTION DISTRICT
FOR EMERGENCY MEDICAL SERVICES**

- 6 **Permits and Licenses:** SMFR certifies that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to SDCFPD, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its employees to comply with all existing foreign or domestic statutes, ordinances, and regulations, or other laws, that may be applicable to performance of services hereunder. SDCFPD reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any services hereunder.
- 7 **Governing Law:** This agreement shall be governed, interpreted, construed, and enforced in accordance with the laws of the State of California.
- 8 **Third Party Beneficiaries Excluded:** This agreement is intended solely for the benefit of the parties listed herein. Any benefit to any third party is incidental and does not confer on any third party to this agreement any rights whatsoever regarding the performance of this agreement. Any attempt to enforce provisions of this agreement by third parties is specifically prohibited.
- 9 **Amendments to Agreement:** Any party may propose amendments to this agreement by providing written notice of such amendments to the other party. This agreement may only be amended by a written amendment signed by all parties.
- 10 **Severability:** If any terms or provisions of this agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this agreement, or the application of such term and provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and every other term and provision of this agreement shall be valid and enforced to the maximum extent permitted by law.
- 11 **Full Agreement:** This agreement represents the full and entire agreement between the parties and supersedes any prior written or oral agreements that may have existed.
- 12 **Scope of Agreement:** This agreement only applies to the program described herein and does not set forth any additional, current, or future obligations or agreements between the parties, except that the parties may by written amendment amend the scope of this agreement.
- 13 **Counterparts:** This agreement may be executed in any number of separate counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument.
- 14 **Information Privacy and Security Provisions:**
 - 14.1 **Recitals.** This Article is intended to protect the privacy and security of SDCFPD information that Contractor may create, receive, access, store, transmit, and/or destroy under this Agreement. In addition to the below Responsibilities, contractor shall be in compliance with the following rules, regulations, and agreements, *as applicable:*
 - 14.1.1 Health Insurance Portability and Accountability Act, specifically, Public Law 104-191, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005, 42USC section 17921 et seq., and 45CFR Parts 160 and 164, collectively referred to as “HIPAA;”
 - 14.1.2 County agreements with the State of California, collectively referred to as “State Agreements” and posted on the County’s website at: www.cosdcompliance.org, including:

**MEMORANDUM OF AGREEMENT BETWEEN SAN MIGUEL FIRE & RESCUE AND
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FOR EMERGENCY MEDICAL SERVICES**

- 14.1.2.1 The Medi-Cal Privacy and Security Agreement Between the California Department of Health Care Services (DHCS) and the County;
 - 14.1.2.2 The Medi-Cal Behavioral Health Services Performance Agreement between DHCS and the County;
 - 14.1.2.3 The San Diego County Alcohol and Drug Program Administrator Agreement between DHCS and the County
 - 14.1.2.4 The Refugee Health Agreement between the California Department of Public Health (CDPH) and the County;
 - 14.1.2.5 The HIV/AIDS Case Reporting System Data Use Agreement between CDPH and the County;
 - 14.1.2.6 The Childhood Lead Poisoning Prevention Program between CDPH and the County;
 - 14.1.2.7 The Standard Agreement between the County and the California Department of Aging; and
 - 14.1.2.8 The Agreement for Whole Person Care Pilot Program for San Diego County with DHCS.
- 14.1.3 Title 42 Code of Federal Regulations, Chapter 1, Subchapter A, Part 2.
- 14.1.4 California Civil Code 1798;
- 14.1.5 California Senate Bill 1386.
- 14.2 Definitions. Terms used, but not otherwise defined, in this Article shall have the same meaning as defined by HIPAA.
- 14.2.1 “Breach” of Protected Health Information (PHI) shall have the same meaning given to the term “breach” under HIPAA and “breach” of Personal Information (PI)/Personally Identifiable Information (PII) shall have the same meaning as given to it under the State Agreements.
 - 14.2.2 “Business Associate,” when applicable, shall mean the Contractor.
 - 14.2.3 “SDCFPD PHI” shall have the same meaning as PHI under HIPAA, specific to PHI under this Agreement.
 - 14.2.4 “SDCFPD PI/PII” shall have the same meaning as PI/PII under the State Agreements, specific to PI/PII under this Agreement.
 - 14.2.5 “Covered Entity,” when applicable, shall mean the SDCFPD.
 - 14.2.6 “Security incident” shall have the same meaning as defined by the State Agreements.
- 14.3 Responsibilities of Contractor.
- 14.3.1 Use and Disclosure of SDCFPD PHI/PI/PII. Contractor shall use the minimum SDCFPD PHI/PI/PII required to accomplish the requirements of this Agreement or as required by Law. Contractor may not use or disclose SDCFPD PHI/PI/PII in a manner that would violate HIPAA or the State Agreements if done by the SDCFPD.
 - 14.3.2 Safeguards. Contractor shall develop and maintain a HIPAA-compliant information privacy and security program to prevent use or disclosure of SDCFPD PHI/PI/PII, other than as required by this Agreement.
 - 14.3.3 Mitigation. Contractor shall mitigate, to the extent practicable, any harmful effects caused by violation of the requirements of this Article, as directed by the SDCFPD.

**MEMORANDUM OF AGREEMENT BETWEEN SAN MIGUEL FIRE & RESCUE AND
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- 14.3.4 Subcontractors. Contractor shall ensure that any agent, including a subcontractor, to whom it provides SDCFPD PHI/PI/PII, imposes the same conditions on such agents that apply to Contractor under this Article.
- 14.3.5 Cooperation with SDCFPD.
 - 14.3.5.1 Contractor shall provide access to SDCFPD PHI/PI/PII, as well as internal practices and records related to SDCFPD PHI/PI/PII, at the written request of SDCFPD within ten (10) calendar days.
 - 14.3.5.2 Contractor will assist SDCFPD regarding individual's access, copy, amendment, accounting of disclosure, and other such requests for SDCFPD PHI/PI/PII in the time and manner designated by SDCFPD.
- 14.3.6 Breach Reporting. Contractor shall report breaches and suspected security incidents to SDCFPD, to include:
 - 14.3.6.1 Initial Report.
 - 14.3.6.1.1 Contractor shall email SDCFPD Contracting Officer's Representative (COR) and SDCFPD Chief Compliance and Privacy Officer (CCPO) immediately upon the discovery of a suspected security incident that involves data provided to SDCFPD by the Social Security Administration, as per the State Agreements.
 - 14.3.6.1.2 Contractor shall email COR and CCPO immediately of breaches and suspected privacy incidents involving 500 or more individuals.
 - 14.3.6.2 Investigation Report. Contractor shall immediately investigate such suspected security incident or breach and provide the SDCFPD a complete report of the investigation within seven (7) working days.
 - 14.3.6.3 Notification. Contractor will comply with SDCFPD's request to notify individuals and/or media and shall pay any costs of such notifications, as well as any costs associated with the breach. SDCFPD shall approve the time, manner and content of any such notifications before notifications are made.
- 14.3.7 Designation of Individuals. Contractor shall designate a Privacy Official and a Security Official to oversee its privacy and security requirements herein.
- 14.3.8 Data Security. Contractor shall comply with, as applicable, data privacy and security requirements specified by HIPAA and the State Agreements, which may include, but are not limited to:
 - 14.3.8.1 Workforce members, including employees, interns, volunteers, subcontractors, etc., with access to applicable SDCFPD PHI/PI/PII shall:
 - 14.3.8.1.1 Complete privacy and security training to include a signed certification within thirty (30) days of hire, and at least annually thereafter; and
 - 14.3.8.1.2 Sign a confidentiality statement, prior to access to such PHI/PI/PII; and
 - 14.3.8.2 Computer warning banners for all systems containing applicable SDCFPD PHI/PI/PII
 - 14.3.8.3 Comprehensive, annual security risk assessments
 - 14.3.8.4 Policies and internal controls to ensure secure transport and storage of SDCFPD PHI/PI/PII in cars, airplanes, trains, and buses.
 - 14.3.8.5 Sufficient administrative, physical, and technical controls in place to protect SDCFPD PHI/PI/PII

**MEMORANDUM OF AGREEMENT BETWEEN SAN MIGUEL FIRE & RESCUE AND
SAN DIEGO COUNTY FIRE PROTECTION DISTRICT
FOR EMERGENCY MEDICAL SERVICES**

- 14.3.9 Termination. Upon termination of the Agreement for any reason, Contractor shall return or destroy all SDCFPD PHI/PII/PI, except SDCFPD PHI/PII/PI necessary for Contractor to continue its proper management and administration or to carry out its legal responsibilities, as mutually agreed upon by the Parties. If the Parties mutually agree that return or destruction of SDCFPD PHI/PII/PI is infeasible, Contractor shall extend the protections of this Article to such SDCFPD PHI/PII/PI for so long as Contractor maintains such SDCFPD PHI/PII/PI.
- 15 **Term**: This agreement shall become effective on the date all parties have signed this MOA and be in force until terminated.
- 16 **Termination for Convenience**: SDCFPD may, by written notice stating the extent and effective date, terminate this agreement for convenience in whole or in part, at any time.

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**MEMORANDUM OF AGREEMENT BETWEEN SAN MIGUEL FIRE & RESCUE AND
SAN DIEGO COUNTY FIRE PROTECTION DISTRICT
FOR EMERGENCY MEDICAL SERVICES**

IN WITNESS WHEREOF, the Parties have executed this MOA on the date of last signature below.

**SAN DIEGO COUNTY FIRE
PROTECTION DISTRICT**

SAN MIGUEL FIRE & RESCUE

By: _____
JEFF COLLINS,
Director, San Diego County Fire Protection
District

By: _____
CRISS BRAINARD,
Fire Chief, San Miguel Fire & Rescue

Date: _____

Date: _____

**MEMORANDUM OF AGREEMENT BETWEEN SAN MIGUEL FIRE & RESCUE AND
SAN DIEGO COUNTY FIRE PROTECTION DISTRICT
FOR EMERGENCY MEDICAL SERVICES**

EXHIBIT A- INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS FOR CONTRACTORS

Without limiting Contractor's indemnification obligations to SDCFPD, Contractor shall provide at its sole expense and maintain for the duration of this contract, or as may be further required herein, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of the work by the Contractor, his agents, representatives, employees or subcontractors.

1. Minimum Scope and Limit of Insurance

Coverage shall be at least as broad as:

- A. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit \$4,000,000.
- B. **Automobile Liability** covering all owned, non owned, hired auto Insurance Services Office form CA0001, with limit no less than \$1,000,000 each accident for bodily injury and property damage.
- C. **Workers' Compensation**, as required by State of California and Employer's Liability Insurance, with limits no less than \$1,000,000 each accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of County of San Diego.
- D. **Professional Liability (Errors & Omissions)** appropriate to the professional services provided by Contractor under this contract, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.
- E. **Cyber/Information Security Liability** \$2,000,000 per claim with an aggregate limit of not less than \$2,000,000. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. or provide unauthorized access of either electronic or non-electronic data, including publicizing confidential electronic or non-electronic data; transfer of computer virus, Trojan horse, worms or any other type of malicious or damaging code; and for Third-Party Liability encompassing judgments or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the SDCFPD requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits and coverage stated above, shall also be available to the County of San Diego.

2. Self-Insured Retentions

Self-insured retentions must be declared to and approved County Risk Management. SDCFPD may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The

**MEMORANDUM OF AGREEMENT BETWEEN SAN MIGUEL FIRE & RESCUE AND
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policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or SDCFPD.. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. SDCFPD may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. SDCFPD reserves the right to obtain a copy of any policies and endorsements for verification.

3. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

A. Additional Insured Endorsement

The County of San Diego, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively are to be covered as additional insureds on the General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General Liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO from CG 2010 11 85 or **both** CG 2010, CG 2026, CG 2033, or CG 2038; **and** CG 2037 forms if later revisions used).

B. Primary Insurance Endorsement

For any claims related to this Contract, Contractor's insurance coverage, including any excess liability policies, shall be primary and non-contributory at least as broad as ISO CG 20 01 04 13 as respects the SDCFPD, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively. Any insurance or self-insurance maintained by the County, its officers, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

C. Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the SDCFPD.

General Provisions

4. Qualifying Insurers

All required policies of insurance shall be issued by companies which have been approved to do business in the State of California by the State Department of Insurance, and which hold a current policy holder's alphabetic and financial size category rating of not less than A, VII according to the current Best's Key Rating guide, or a company of equal financial stability that is approved in writing by County Risk Management.

5. Umbrella or Excess Policy

Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

**MEMORANDUM OF AGREEMENT BETWEEN SAN MIGUEL FIRE & RESCUE AND
SAN DIEGO COUNTY FIRE PROTECTION DISTRICT
FOR EMERGENCY MEDICAL SERVICES**

6. Evidence of Insurance

Prior to commencement of this Contract, but in no event later than the effective date of the Contract, Contractor shall furnish the SDCFPD with a copy of the policy declaration and endorsement pages along with the certificates of insurance and amendatory endorsements effecting coverage required by this clause. Policy declaration and endorsement pages shall be included with renewal certificates and amendatory endorsements submissions and shall be furnished to SDCFPD within thirty days of the expiration of the term of any required policy. Contractor shall permit SDCFPD at all reasonable times to inspect any required policies of insurance. The Contract/Project Number should be noted in the "Description of Operations" box located near the bottom of the form. Additionally, the "Certificate Holder" box should designate the address of the responsible department or department representative to ensure the documents are received by the appropriate party.

7. Failure to Obtain or Maintain Insurance; SDCFPD's Remedies

Contractor's failure to provide insurance specified or failure to furnish certificates of insurance and amendatory endorsements or failure to make premium payments required by such insurance shall constitute a material breach of the Contract, and SDCFPD may, at its option, terminate the Contract for any such default by Contractor.

8. No Limitation of Obligations

The foregoing insurance requirements as to the types and limits of insurance coverage to be maintained by Contractor, and any approval of said insurance by the SDCFPD are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant to the Contract, including, but not limited to, the provisions concerning indemnification.

9. Review of Coverage

SDCFPD retains the right at any time to review the coverage, form and amount of insurance required herein and may require Contractor to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required.

10. Self-Insurance

Contractor may, with the prior written consent of County Risk Management, fulfill some or all of the insurance requirements contained in this Contract under a plan of self-insurance. Contractor shall only be permitted to utilize such self-insurance if in the opinion of County Risk Management, Contractor's (i) net worth, and (ii) reserves for payment of claims of liability against Contractor, are sufficient to adequately compensate for the lack of other insurance coverage required by this Contract. Contractor's utilization of self-insurance shall not in any way limit liabilities assumed by Contractor under the Contract.

11. Claims Made Coverage

If coverage is written on a "claims made" basis, the Certificate of Insurance shall clearly so state. In addition to the coverage requirements specified above, such policy shall provide that:

- A. The policy retroactive date coincides with or precedes Contractor's commencement of work under the Contract (including subsequent policies purchased as renewals or replacements).
- B. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

**MEMORANDUM OF AGREEMENT BETWEEN SAN MIGUEL FIRE & RESCUE AND
SAN DIEGO COUNTY FIRE PROTECTION DISTRICT
FOR EMERGENCY MEDICAL SERVICES**

- C. If insurance is terminated for any reason, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.

- D. The policy allows for reporting of circumstances or incidents that might give rise to future claims.

12. Subcontractors’ Insurance

Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13. If any sub contractor’s coverage does not comply with the foregoing provisions, Contractor shall defend and indemnify the SDCFPD from any damage, loss, cost, or expense, including attorneys’ fees, incurred by SDCFPD as a result of subcontractor’s failure to maintain required coverage.

13. Waiver of Subrogation

Contractor hereby grants to SDCFPD a waiver of their rights of subrogation which any insurer of Contractor may acquire against SDCFPD by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the SDCFPD has received a waiver of subrogation endorsement from the insurer.



San Miguel Fire & Rescue

Service Beyond Expectations

Division Chief Report

Date: December 13, 2023
To: Board of Directors
From: Andy Lawler, Operations Division Chief
Subject: Grant-Funded Type 3 Brush Engine & Outfitting

Background

Staff is in the process of applying for funds to procure a new Type 3 Brush Engine through the San Diego Regional Grant Foundation 2024 Wildfire Vehicles and Equipment Grant. This grant would provide funding towards the purchase of a new brush engine and requires the District to match between 10 – 25% of the grant request. The apparatus will also need to be outfitted with equipment. The Type 3 Engine is up for replacement based on the approved replacement schedule and has been discussed for bringing forward in the upcoming budget for Fiscal Year 2024/2025. The Board of Directors must approve the matching requirement due to the funding request coming from a Reserve Fund and not a line item from the General Fund.

Discussion

The existing Type 3 Engine at Station 18, which serves the community of Crest, has surpassed its expected lifespan after serving the community for 24 years. Frequent breakdowns, unrepairable Compressed Air Foam Systems (CAFS) due to age, and maintenance requirements have hindered our ability to provide timely and efficient fire protection services. A new type three apparatus will be equipped with advanced safety features and technology, upgraded communication systems, enhanced lighting, and improved maneuverability, all contributing to increased safety for our personnel and the community. This grant has a short turnaround time with a submission deadline of December 15, 2023.

The importance of reliable equipment in Crest cannot be emphasized enough. The community has been on high alert since losing 290 homes during the 2003 Cedar Fire. The local topography of steep slopes and rugged terrain, paired with limited evacuation routes, create challenges for firefighters to access a potential fire, while residents are challenged to get away from a potential fire. Prolonged periods of dry and hot weather exacerbate these challenges.

Fiscal Impact

Current quotes for a Type 3 Brush Engine came in at \$600,000, with equipment estimated at \$100,000. If the District is awarded the San Diego Regional Grant Foundation 2024 Wildfire Vehicles and Equipment Grant, staff is requesting to allow the Fire Chief to submit the grant with a not to exceed a grant matching amount of 50%, which would be \$400,000 from the Vehicle Replacement Schedule, if the grant does not approve the equipment portion of the grant request.

Recommendation

Allow the Fire Chief to submit the grant with a not-to-exceed grant matching of 50% (to be discussed with the San Diego Regional Grant Foundation during the grant process). Approve the expenditure of up to \$400,000 from the Vehicle Replacement Fund.



San Miguel Fire & Rescue

Service Beyond Expectations

Division Chief Report

Date: December 13, 2023
To: Board of Directors
From: Andy Lawler, Operations Division Chief
Subject: Station 16 Restoration and Solar Project

Background

Per direction from the Board, staff developed and issued a Request for Proposals (RFP) for construction services at Station 16 to include the removal and replacement of the roof, skylights, repair of roof supporting structure (patio area), ceiling repair (as needed), solar installation and the painting of the building exterior.

Bidders were also asked to submit a quote for replacing roof sheeting as required and, on a time, and material basis. Additionally, they were to provide a cost for repainting the interior, apparatus bay doors, trash structure, etc.

The RFP was advertised in local publications and mailed to select contractors on October 2, 2023, with a submittal deadline of October 31, 2023, which was extended to November 7, 2023, @ 2 p.m.

Additionally, part of the requirements of the RFP process included a **MANDATORY** pre-bid walk-through held on Tuesday, October 17, 2023, at 10 a.m. Six potential bidders attended this walk.

On the due date and time for submittals, two companies submitted bids.

- BTS Equipment of El Cajon
 - Main Bid Roof and Solar \$1,041,049.00
 - Options (Painting) 208,824.00
 - Total Bid **\$1,249,873.00**

Bid incomplete - failure to provide cost for replacement of roof sheeting as needed.

- California Constructors of San Diego
 - Main Bid Roof and Solar \$ 477,781.80
 - Options (Painting) 11,300.00
 - Total Bid **\$ 481,081.80**

Bid incomplete failure to provide cost for repair and rebuild of roof structure over the patio.

It should be noted that the original estimate for the roof replacement and repair alone, *without solar*, totaled \$740,000.

Discussion

The proposals were received from both bidders at the required location and within the allotted submittal time. Present at the bid opening were Division Chiefs Andy Lawler and Ron Quinlan, Logistics Officer Arthur Camarena, Clerk of the Board Shayna Rians, and the District's Consultant, George Tockstein. The bid was opened, and the bid information was read aloud by the Board Clerk.

Once opened, each bid was quickly reviewed, and our consultant was directed to do a complete review of both proposals. Additionally, staff conducted a review and shared their concerns with our consultant.

Consultant Tockstein contacted both bidders by telephone to review and question their bids. Additionally, they were asked about items not included, and both bidders stated they had forgotten. The significant difference between the bids was also discussed. In addition, Mr. Tockstein contacted experts in the field, and they also were concerned about the significant disparity between the bids.

At a subsequent project team meeting, and after consultation with District Legal Counsel, it was decided that all bids should be rejected and the project be re-bid without solar. An additional recommendation is to add the solar project for Station 16 to the RFP for pending solar projects at Stations 14, 22, and 23, which the Board approved in September 2023.

The bidders were provided our recommendation by e-mail and phone. They were also informed that they could attend the Board meeting and express concerns to the governing body.

Fiscal Impact

By eliminating the solar from this project, it is felt that savings for solar is approximately \$20,000 - \$25,000.

Recommendation

- Direct staff to issue a new RFP for the roof removal and installation of a new roof, as well as repair of the patio structure.
 - List the repainting of the interior and associated structures as an option.
- Add Solar on Station 16 to the RFP for Fire Stations 14, 22 and 23



San Miguel Fire & Rescue

Service Beyond Expectations

Fire Chief's Report

Date: December 13, 2023
To: Board of Directors
From: Criss Brainard, Fire Chief
Subject: Fiscal Year 2021/2022 Reserve Fund Allocation Recommendations

Background

Each year, the Administrative Officer/Finance Officer allocates General Fund revenue into each Reserve Fund based on the Board's Fiscal Policy. The Board directed the Fire Chief to review the needs of the District and bring forward a recommendation on how the funds should be assigned.

Discussion

At the July 12, 2022, Regular Board Meeting, the Board of Directors approved the Board Financial Management Policy, which included a long discussion regarding the reserve funding levels and the need to continue putting money into these accounts to sustain the District's long-term fiscal health. The District has made great headway in the past few years, strengthening these accounts. The Reserve Funds are assigned accounts that help during a downturn in the economy and help keep replacement cycles on equipment and apparatus possible for years to come.

Revenue over expense is in line with what was anticipated for the period ending June 30, 2023. Ending balances for the following accounts were as follows:

Table 1.1 References Quarterly Financial Update for the Period Ending June 30, 2023

Reserve Fund	Balance as of June 30, 2023
Contingency Reserve Fund	\$8,868,965
Uncompensated Leave Fund	\$1,051,715
Workers' Compensation Fund	\$515,092
Vehicle Replacement Fund	\$3,209,791
Fixed Equipment Fund	\$1,261,017
Capital Equipment Fund	\$510,529
Facilities Replacement/Renovation Fund	\$3,187,365

Recommendation

Transfer \$4,250,000 from 2022/2023 General Fund revenue (Revenue/Expense) into the following accounts in priority order:

- Contingency: \$1,600,000
- Uncompensated Leave: \$150,000
- Workers' Compensation: \$0
- Vehicle: \$1,100,000
- Fixed Equipment: \$350,000
- Capital Equipment: \$450,000
- Facilities: \$600,000