



**RANCHO SANTA FE FIRE PROTECTION DISTRICT
BOARD OF DIRECTORS MEETING
AGENDA**

Rancho Santa Fe FPD
Board Room – 18027 Calle Ambiente
Rancho Santa Fe, California 92067

October 8, 2014
Regular Meeting
1:00 pm PT

RULES FOR ADDRESSING BOARD OF DIRECTORS

Members of the audience who wish to address the Board of Directors are requested to complete a form near the entrance of the meeting room and submit it to the Board Clerk.

Any person may address the Board on any item of Board business or Board concern. The Board cannot take action on any matter presented during Public Comment, but can refer it to the Administrative Officer for review and possible discussion at a future meeting. As permitted by State Law, the Board may take action on matters of an urgent nature or which require immediate attention. The maximum time allotted for each presentation is FIVE (5) MINUTES.

Pledge of Allegiance

1. Roll Call
2. Special Presentation
 - a. Introductions
 - i) Kevin Krainock, Firefighter/Paramedic
 - ii) Abigail Lloyd, Firefighter/Paramedic
 - iii) Brian Salameh, Firefighter/Paramedic
3. Public Comment
4. Motion waiving reading in full of all Resolutions/Ordinances

All items listed on the Consent Calendar is considered routine and will be enacted by one motion without discussion unless Board Members, Staff or the public requests removal of an item for separate discussion and action. The Board of Directors has the option of considering items removed from the Consent Calendar immediately or under Unfinished Business.

5. Consent Calendar
 - a. Board of Directors Minutes
 - i) Board of Directors minutes of September 10, 2014
ACTION REQUESTED: **Approve**

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in a meeting, please contact the Secretary at 858-756-5971. Notification 48 hours prior to the meeting will enable the District to make reasonable arrangements to assure accessibility to the meeting.

b. Receive and File

i) Monthly/Quarterly Reports – ACTION REQUESTED: [Information](#)

- 1) List of Demands Check 25487 thru 25570 for the period September 1 – September 30, 2014 totaling:

\$ 430,489.34

Payroll for the period September 1 – September 30, 2014

\$ 685,060.69

TOTAL DISTRIBUTION

\$1,112,550.03

2) Activity Reports – September 2014

- Operations
- Training
- Fire Prevention

3) District Articles

4) Correspondence - letters/cards were received from the following members of the public:

- City of San Diego

5) Travel Report

- Michel – IAFC Conference (August 13-17, 2014)

c. Other

i) Acceptance of Donation

To accept a donation from *Rancho Santa Fe Community Center* in recognition of district personnel for their continued efforts to keep the community safe. [Staff Report 2014-24](#)

ACTION REQUESTED: **Accept**

ii) District Policies

To review and ratify District policies as listed. [Staff Report 2014-25](#)

- 1) A100.04 – Requirements for Operating District Vehicles
- 2) A100.06 – Gratuities
- 3) A100.08 – Use of Electronic Media
- 4) A100.10 – Bell of Distinction Award Process
- 5) A200.02 – Discipline/Rules of Conduct
- 6) A200.05 – Harassment, Discrimination, and Retaliation Policy
- 7) A500.07 – HIPPA Privacy Rules

ACTION REQUESTED: **Ratify**

6. Old Business

a. LAFCO Application – Update

To discuss the status of application for proposed “Rancho Santa Fe Fire Protection District Reorganization”: Dissolution of County Service Area No. 107 (Elfin Forest/Harmony Grove) and annexation to Rancho Santa Fe Fire Protection District

ACTION REQUESTED: [Information](#)

7. Resolution/Ordinance

a. Resolution No. 2014-13

To discuss and/or adopt Resolution No. 2014-13 – *entitled* a Resolution of the Board of Directors of the Rancho Santa Fe Fire Protection District Designation of Applicant’s Agent Resolution for Non-State Agencies

ACTION REQUESTED: **ADOPT**

b. Resolution No. 2014-14

To discuss and/or adopt Resolution No. 2014-14 – *entitled* a Resolution of the Board of Directors of the Rancho Santa Fe Fire Protection District Establishing Salaries and Benefits for Management Personnel [Staff Report 2014-26](#)

ACTION REQUESTED: **ADOPT**

8. New Business

a. Budget Authorization

To discuss and/or approve the purchase of replacement EKG Monitor/Defibrillator. [Staff Report 14-27](#)

ACTION REQUESTED: **Authorize purchase and use ALS/CSA-17 restricted cash as funding source.**

b. Budget Authorization

To discuss and/or approve the purchase of a replacement staff vehicle. [Staff Report 14-28](#)

ACTION REQUESTED: **Authorize purchase.**

9. Oral Report

a. Fire Chief – Michel

i) CSA 107 Elfin Forest/Harmony Grove – Update

ii) District Activities

▪ Pancake Breakfast – *October 12, 2014* at RSF1

b. Operations – Deputy Chief

c. Training – Battalion Chief

d. Fire Prevention – Fire Marshal

e. Administrative Manager

f. Board of Directors

i) North County Dispatch JPA – Update

ii) County Service Area – 17 – Update

iii) Comments

10. Closed Session (**Time Certain – 2pm**)

a. Potential Litigation (1) Case – CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to subdivision (b) of Section 54956.9: *one (1) case*

11. Adjournment

The next regular Board of Directors meeting to be November 14, 2014 in the Board Room located at 18027 Calle Ambiente, Rancho Santa Fe, California. The business meeting will commence at 1:00 p.m.



RANCHO SANTA FE FIRE PROTECTION DISTRICT
Board of Directors Regular Meeting Agenda
Wednesday, October 8, 2014 1:00 pm PT

CERTIFICATION OF POSTING

I certify that on October 3, 2014 a copy of the foregoing agenda was posted on the District's website and near the meeting place of the Board of Directors of Rancho Santa Fe Fire Protection District, said time being at least 72 hours in advance of the meeting of the Board of Directors (Government Code Section 54954.2)

Executed at Rancho Santa Fe, California on October 3, 2014

Karlana Rannals
Board Clerk



**RANCHO SANTA FE FIRE PROTECTION DISTRICT
REGULAR BOARD OF DIRECTORS MEETING
MINUTES – September 10, 2014**

President Ashcraft called to order the regular session of the Rancho Santa Fe Fire Protection District Board of Directors at 1:00 Pm.

Pledge of Allegiance

Captain Greg Rainville led the assembly in the *Pledge of Allegiance*.

1. Roll Call

Directors Present: Ashcraft, Hillgren, Malin, Stine, Tanner

Directors Absent: None

Staff Present: Tony Michel, Fire Chief; Mike Gibbs, Deputy Chief; Fred Cox, Battalion Chief; Renee Hill, Fire Marshal; and Karlana Rannals, Board Clerk

2. Special Presentation

a. Burn Institute

Joanie Ewing, Director of Marketing/Media & Sponsorships for the Burn Institute presented a trophy to representatives from the Rancho Santa Fe Professional Firefighters Association, Local 4349. The trophy is in recognition of their efforts as the top fundraiser in North San Diego County fire agencies, raising more than \$17,000 in one morning. Ms. Ewing also presented a trophy to Chief Michel for winning the "01 Challenge." On behalf of the Burn Institute, she conveyed her appreciation for the time and commitment that everyone contributed to the success of the Boot Drive.

b. Certificate of Recognition

Chief Michel recognized Captain Greg Rainville with a *Certificate of Recognition* for his off duty efforts in initiating CPR resulting in a life saved. President Ashcraft on behalf of the Board of Directors expressed their appreciation for his willingness to assist a citizen in need.

3. Public Comment

No one requested to speak to the board.

4. Motion waiving reading in full of all Resolutions/Ordinances

MOTION BY DIRECTOR HILLGREN, SECOND BY DIRECTOR STINE, APPROVED on the following roll call vote to waive reading in full of all resolutions/ordinances:

AYES: Ashcraft, Hillgren, Malin, Stine, Tanner

NOES: None

ABSENT: None

ABSTAIN: None

5. Consent Calendar

MOTION BY DIRECTOR MALIN, SECOND BY DIRECTOR HILLGREN, APPROVED on the following roll call vote to approve the Consent Calendar as submitted:

AYES: Ashcraft, Hillgren, Malin, Stine, Tanner
NOES: None
ABSENT: None
ABSTAIN: None

a. Board of Directors Minutes

- i) Board of Directors minutes of August 13, 2014
- ii) Board of Directors minutes of August 26, 2014

b. Receive and File

- i) Monthly/Quarterly Reports – ACTION REQUESTED: [Information](#)

- 1) List of Demands Check 25400 thru 25486 for the period August 1 – August 31, 2014 totaling:

\$ 203,699.07

Payroll for the period June 1 – June 30, 2014

\$ 484,991.93

TOTAL DISTRIBUTION

\$ 688,691.00

- 2) Activity Reports – August 2014

- Operations
 - Training
 - Fire Prevention

- 3) District Articles

- 4) Correspondence - letters/cards were received from the following members of the public:

- City of Santee
 - Burr

6. Public Hearing

- a. Final Budget Fiscal Year 2014/2015

President Ashcraft opened and closed the public hearing. Karlana Rannals informed the Board that she had not received any written correspondence regarding the final budget.

7. Old Business

None

8. Resolution/Ordinance

- a. Resolution No. 2014-12

Ms. Rannals summarized the staff report provided which establishes committed and/or constrained fund balances for FY14. She noted one typographical error, changing the fiscal year from FY14 to FY15 on page 1 of the resolution. She informed the board that the completion of the independent audit would occur September 24-25. Staff evaluates the District's equity (or fund balance) to ensure the appropriate reserves are allocated to meet the constraints of GASB 54, in addition to the long and short term financial needs of the District. Resolution No. 2014-12 meets GASB 54 criteria and Exhibit A reallocates the unassigned fund

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balances to achieve the long and short-term financial needs. There is one recommended change that is to increase the operating reserve from \$4.5million to \$5.5million.

MOTION BY DIRECTOR HILLGREN, SECOND BY DIRECTOR STINE, and APPROVED Resolution No. 2014-12 *entitled* a resolution of the Board of Directors of the Rancho Santa Fe Fire Protection District establishing committed and/or Constrained Fund Balances for FY14 on a roll call vote:

| | |
|----------|--|
| AYES: | Ashcraft, Hillgren, Malin, Stine, Tanner |
| NOES: | None |
| ABSTAIN: | None |
| ABSENT: | None |

9. New Business

a. Call for Nominations to the Local Agency Formation Advisory Committee

Chief Michel reminded the board members that the notice to submit a candidate to serve on the Local Agency Formation Special Districts Advisory Committee was included with the meeting material. If a board member is interested in submitting their name, to inform the board clerk.

b. New Deputy Chief Position

Chief Michel presented a PowerPoint slideshow to discuss a District succession plan: and why he proposed to add a second deputy chief position. He noted that within the next five years, 75% of the District's senior leadership might retire. He discussed the advantage and disadvantage of promoting from within. The benefit of seeking qualified candidates outside the organization, and what obstacles currently inhibit our current employees' advancement to the management level. His goal by adding the second position can 1) possibly change the organization's outlook towards promoting to upper management positions; and 2) can help develop a more experienced workforce, by enabling the organization to become better prepared to fill future leadership positions. He responded to questions from the board. This presentation was for information only, and there was no action taken by the Board of Directors.

c. Final Budget FY2014/2015

Karlana Rannals, Administrative Manager reviewed and summarized the differences between the preliminary budget presented in June and the final budget presented at this meeting. She reported that the primary differences were

- Revenue (\$12,374,000): 1) tax revenue is approximately 4.5% higher over FY14 resulting from the increase in assessed valuation and a stabilization in tax refunds; 2) decrease in firefighting reimbursement; and 3) 50% decrease in developer reimbursement.
- Operating Expenditures (\$12,828,000)
 - Personnel – increase primarily due to the addition of 4 positions (3 Firefighter/Paramedic, and 1 Deputy Chief) and increases in retirement and health insurance costs
 - Other Expenditures – increases are primarily due to increased costs for services, a plan for software upgrades, and the purchase of replacement EKG Monitors/Defibrillators

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- Capital (\$1,542,000) – she reported that the replacement Type I fire engine was delivered and paid for in July, a second Type I Engine will be purchased in addition to one replacement staff vehicle during the fiscal year.

She responded to questions from the board.

MOTION BY DIRECTOR MALIN, SECOND BY DIRECTOR TANNER, and CARRIED 5 AYES; 0 NOES; 0 ABSENT; 0 ABSTAIN to approve Fiscal Year 2014/2015 Budget as presented.

d. Budget Authorization

Chief Gibbs summarized the staff report provided. He stated that staff seeks the authorization to proceed to upgrade RSF1 Fire Station telephone system that will integrate directly into the districts' existing communications infrastructure. He expects that this new system will significantly increase efficiency and effectiveness by streamlining and improving communications between RSF1 and our administrative offices. Staff responded to questions from the board.

MOTION BY DIRECTOR TANNER, SECOND BY DIRECTOR STINE, and CARRIED 5 AYES; 0 NOES; 0 ABSENT; 0 ABSTAIN to 1) approve the phone upgrade for RSF1 Fire Station; 2) select Golden Telecom as the vendor to purchase and install all equipment; and 3) authorize the fire chief to execute any agreements.

Ten-minute recess

10. Oral Report

a. Fire Chief – Michel

- CSA 107 – Elfin Forest/Harmony Grove – Update: he informed the board that to date, there haven't been any negotiations between District and County personnel about the finances for reorganization.
- LAFCO Application – Update: the application to reorganize with CSA 107 (Elfin Forest/Harmony Grove Village) was submitted after the last special board meeting. LAFCO has 30 days to notify the District if the application is complete or incomplete. He does not anticipate a notice of an incomplete application.
- Horn's office staff ride: Chris Champine, Senior Policy Advisory for Supervisor Bill Horn toured the district with staff to discuss the district's issues with eucalyptus trees and fire safe councils. If additional fire safe councils are created, the opportunities to obtain grants improve.
- District Activities:
 - Fire Prevention Week – *October 4, 2014* – there is a planned open house at the 4S Ranch Fire Station from 9am – noon.
 - Pancake Breakfast – *October 12, 2014* at RSF1 from 8 – 11 am.

b. Operations – Deputy Chief

Chief Gibbs summarized the previous month activity. The district call volume increased 1%. He distributed the seasonal outlook report and reported that fuel moistures continue to decline. He did not report on any significant activity, however, he did inform the board that there are nine district personnel in northern California as a part of strike teams or single resources.

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He reminded the board that they asked staff to solicit “out of the box” ideas to improve our ability to respond during the wildfire season. One of those ideas solicited was the possibility of moving a helicopter closer to the fire district. He reported that the County is in partnership with San Diego Gas & Electric who has a Type 2 helicopter. He has successfully worked with all parties associated with this resource and staff from the Olivenhain Water District to position this resource on “red flag” days at the Olivenhain dam. The cost of using this resource for an incident is that the first four hours are free. Beyond that, the District or the State would pay for it if it were in SRA land. All parties are excited about moving forward with the proposed plan.

c. Training – Battalion Chief

Chief Cox reported for Chief Davidson summarized the training activity for June/July. It included:

- i) Hose Lays
- ii) EMS Continuing Education
- iii) Transformer sponsored by SDG&E

d. Fire Prevention – Fire Marshal

FM Hill summarized the activity for the previous month. She reported that the removal of dead and dying trees is progressing well. The RSF Association has been cooperative with the removal of trees. Weed abatement notices continue to be sent, with a total to date of 293 notices sent.

e. Administrative Manager

- i) No report

f. Board of Directors

- i) North County Dispatch JPA – Update: Ashcraft – no report. The next meeting is scheduled for December 4, 2014.
- ii) County Service Area – 17 – Update: Hillgren – no report. The next meeting is scheduled for November 4, 2014.
- iii) Comments
 - Tanner – conveyed his appreciation for the assistance he needed for a car seat installation.

11. Closed Session

Pursuant to the following Government Code Section, the Board of Directors convened in Closed Session from 3:15 – 4:37 pm for discussions on the following:

- a. With respect to every item of business to be discussed in closed session pursuant to Section 54957:

PUBLIC EMPLOYEE EMPLOYMENT CONTRACT

Title: Fire Chief

NOTE: All members of the Board and Chief Michel attended the Closed Session

Upon reconvening, President Ashcraft reported that the board discussed the subject and took no action.

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12. Adjournment

Meeting adjourned at 4:39 pm.

Karlana Rannals
Secretary

James H Ashcraft
President

Rancho Santa Fe Fire Protection District

List of Demands ~ September 2014

| <i>Check</i> | <i>Amount</i> | <i>Vendor</i> | <i>Purpose</i> |
|--------------|---------------|--|---|
| 25487 | \$11.99 | 4S Ranch Gasoline & Carwash LP | Car Wash |
| 25488 | \$442.50 | Accme Janitorial Service Inc | Building ADMIN |
| 25489 | \$3,885.20 | All Star Fire Equipment, Inc. | Apparatus Tools/Equipment Repair & Safety Clothing (Protective) |
| 25490 | \$1,613.48 | AT&T Calnet 2 | Telephone RSF1/2/3/4/ADMIN & NCDJPA |
| 25491 | \$3,000.00 | Atlas Pumping Service Inc | Building RSF1/2/3/4 |
| 25492 | \$249.75 | Blend | Outside Printing & Binding |
| 25493 | \$136.73 | Complete Office of California Inc | Office Supplies |
| 25494 | \$2,561.00 | County of SD/RCS | 800 MHz Network Admin Fees & CAP Code Paging Service-Monthly Svc |
| 25495 | \$31.87 | Daniels Tire Service Inc | Repair - ID 0384 |
| 25496 | \$793.55 | Disaster Management Systems Inc | CSA-17 Contract |
| 25497 | \$715.26 | East Penn/Brodings Battery Warehouse Inc | Scheduled - ID 0311 |
| 25498 | \$107.50 | FailSafe Testing | Apparatus Tools/Equipment Repair |
| 25499 | \$367.20 | Fire ETC Inc | Boots Safety |
| 25500 | \$1,785.00 | Fitch Law Firm Inc | Legal Services |
| 25501 | \$152.00 | Golden Telecom Inc | Telephone Repair |
| 25502 | \$218.34 | Home Depot, Inc | Station Maintenance - RSF3/4/Training Tower, Landscape Maintenance Supply & Audio/Visual Supplies |
| 25503 | \$1,126.58 | Jauregui & Culver Inc | Refuel Facility Repair & Miscellaneous Reimbursable |
| 25504 | \$117.90 | Kratz Truck & Tire - Mobile | Repair - ID 0311 |
| 25505 | \$2,012.60 | Mallory Safety & Supply LLC | Firefighting Foam |
| 25507 | \$336.96 | Motorola Solutions Inc | Radio Equipment Minor |
| 25508 | \$1,780.48 | Olivenhain Municipal Water District | Water RSF2/3/4 |
| 25509 | \$2,199.56 | San Diego Gas & Electric | Elec/Gas/Propane RSF1/3 |
| 25510 | \$700.00 | Santa Fe Irrigation District | NCDJPA |
| 25511 | \$350.00 | SDCFCA | Association Dues |
| 25512 | \$14,840.00 | Shirley Fay Anderson | Consulting Services |
| 25513 | \$1,490.51 | SoCo Group Inc | Gasoline & Diesel Fuel |
| 25515 | \$489.44 | TelePacific Communications | Telephone ADMIN |
| 25516 | \$59.00 | Terminix International | Building RSF2 |
| 25517 | \$526.42 | ThyssenKrupp Elevator Inc | Elevator Service |
| 25518 | \$83.59 | Time Warner Cable | Cable Service - Admin |
| 25519 | \$24.60 | U P S | Shipping Service |
| 25520 | \$14,877.61 | U S Bank Corporate Payment System | Cal-Card./IMPAC program |

Rancho Santa Fe Fire Protection District

List of Demands ~ September 2014

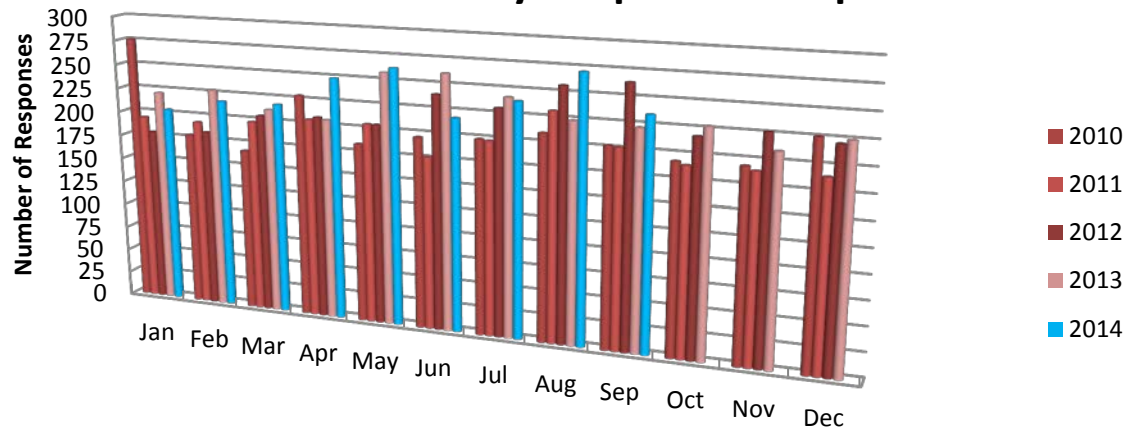
| <i>Check</i> | <i>Amount</i> | <i>Vendor</i> | <i>Purpose</i> |
|--------------|---------------|-----------------------------------|--|
| 25521 | \$2,384.63 | Uniforms Plus | Uniform - Safety Personnel & Boots Safety |
| 25522 | \$90.69 | United Imaging | Office Supplies |
| 25523 | \$2,090.18 | Waste Management Inc | Trash RSF1/2/3/4, NCDJPA & RSF Assn - Patrol |
| 25524 | \$141.51 | Willis, Erwin L. | Computer Equipment/Parts Reimbursement |
| 25525 | \$5,500.00 | WinTech Computer Services | Consulting Services |
| 25526 | \$140.00 | Wood, Tim | Education/Training Reimbursement |
| 25527 | \$6.00 | 4S Ranch Gasoline & Carwash LP | Car Wash |
| 25528 | \$113.00 | A to Z Plumbing Inc | Building RSF2 |
| 25529 | \$1,531.08 | All Star Fire Equipment, Inc. | Safety Clothing (Protective) |
| 25530 | \$349.63 | AT&T Calnet 2 | Telephone RSF1/2/4/ADMIN & NCDJPA |
| 25531 | \$452.81 | Blend | Outside Printing & Binding |
| 25532 | \$515.00 | Caccavo, Alicea I. | Education/Training Reimbursement |
| 25533 | \$89.97 | Complete Office of California Inc | Office Supplies |
| 25534 | \$2,378.85 | Direct Energy Business - Dallas | Elec/Gas/Propane RSF1 |
| 25535 | \$4,096.88 | Fire ETC Inc | Safety Clothing (Protective), Safety Equipment, Apparatus Tool/Equipment Replacement & Station Maintenance - RSF-1 |
| 25537 | \$11,530.06 | Golden Telecom Inc | Admin Phone System |
| 25538 | \$411.00 | Liebert Cassidy Whitmore | Legal Services |
| 25539 | \$590.64 | Lincoln National Life Ins Co | Disability/Life Insurance |
| 25540 | \$2,700.00 | MGM Plastics, Inc. | Type I Engine 2014 |
| 25541 | \$200.00 | Michel, Tony J | Telephone ADMIN Reimbursement |
| 25542 | \$50,087.10 | North County Dispatch JPA | Dispatching |
| 25543 | \$9,533.31 | San Diego Gas & Electric | Elec/Gas/Propane RSF1/2/4/ADMIN |
| 25544 | \$4,246.44 | SoCo Group Inc | Gasoline & Diesel Fuel |
| 25546 | \$12.30 | U P S | Shipping Service |
| 25547 | \$1,080.00 | Wood, Tim | Education/Training Reimbursement |
| 25548 | \$6.99 | 4S Ranch Gasoline & Carwash LP | Car Wash |
| 25549 | \$3,490.53 | All Star Fire Equipment, Inc. | Safety Clothing (Protective) & SCBA Maint & Repair/ Flow Test/ Hydro Test |
| 25550 | \$7,966.00 | ARS American Residential Inc | Building RSF2 |
| 25551 | \$234.82 | AT&T | Telephone RSF1/2/3/ADMIN |
| 25552 | \$858.00 | C.A.P.F. | Disability/Life Insurance |
| 25553 | \$153,544.89 | CalPERS | PERS (Employer Paid) |

Rancho Santa Fe Fire Protection District

List of Demands ~ September 2014

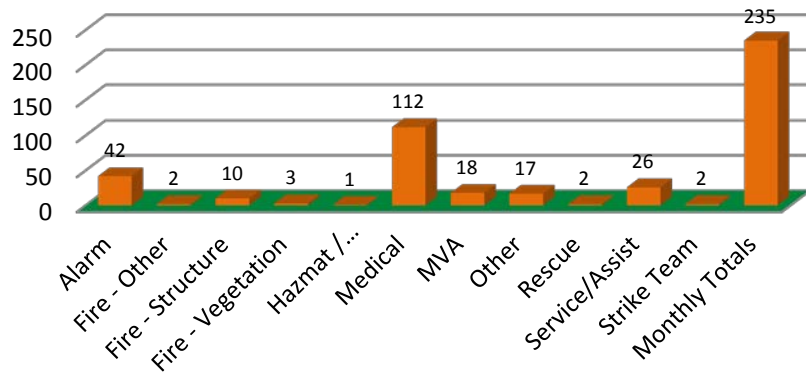
| <i>Check</i> | <i>Amount</i> | <i>Vendor</i> | <i>Purpose</i> |
|--------------------|-----------------------|-----------------------------------|---|
| 25554 | \$592.07 | Complete Office of California Inc | Office Supplies |
| 25555 | \$61.99 | Cox Communications | Telephone RSF3 |
| 25556 | \$1,450.52 | Daniels Tire Service Inc | Repair - ID 0881 |
| 25557 | \$450.76 | Dept of Forestry & Fire Protec | Station Maintenance - RSF 2/4 |
| 25558 | \$179.54 | Enternmann-Rovin Co Inc. | Uniform - Prevention Fire Marshal |
| 25559 | \$3,796.57 | Guardian Life Insurance Co | Medical Insurance |
| 25560 | \$54,104.93 | Health Net | Medical Insurance |
| 25561 | \$21,594.15 | Kaiser Permanente | Medical Insurance |
| 25562 | \$99.26 | Napa Auto Parts Inc | Apparatus Parts & Supplies |
| 25563 | \$8,897.51 | North County EVS Inc | Scheduled - ID 0311/0312/0262/9611 & Repair - ID 0262/0561/0811 |
| 25564 | \$195.00 | Skyriders Window Cleaning Inc | Building ADMIN |
| 25565 | \$2,370.00 | Symphony Asset Pool XVII LLC | Cielo HOA Fees |
| 25566 | \$221.00 | Terminix International | Building RSF1/3/4/ADMIN & NCDJPA |
| 25567 | \$12.30 | U P S | Shipping Service |
| 25568 | \$625.32 | Uniforms Plus | Uniform - Safety Personnel & Boots Safety |
| 25569 | \$1,166.40 | United Imaging | Office Supplies |
| 25570 | \$532.18 | Verizon Wireless | MDT Broadband + ATN Line |
| EFT88 | \$104.83 | Taber, Julie | FP - Local Conference/Seminars Reimbursement |
| Various | \$10,576.08 | Medical Reimbursements | Various |
| Subtotal | \$430,489.34 | | |
| | | | |
| | | | |
| 15-Sep-14 | 373,416.86 | RSF Payroll | |
| 30-Sep-14 | 308,643.83 | RSF Payroll | |
| Subtotal | 682,060.69 | | |
| | | | |
| | | | |
| | | | |
| | | | |
| Grand Total | \$1,112,550.03 | | |
| | | | |
| | | | |

Five Year Monthly Response Comparison

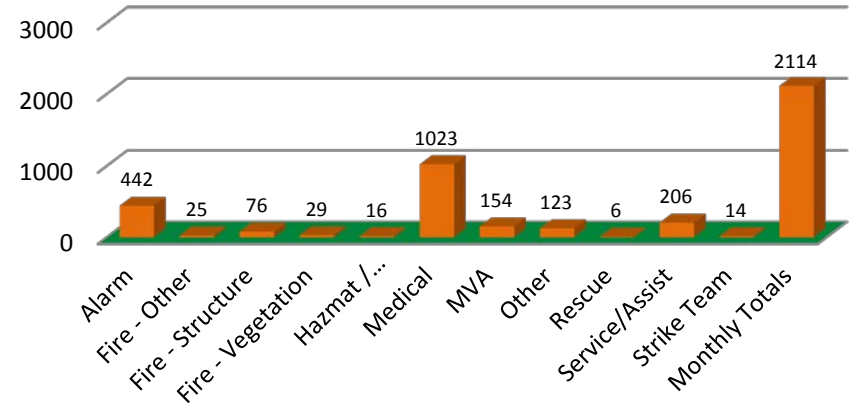


| 2014 | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | YTD Responses |
|-------------|-----|-----|-----|-----|-------|-------|-------|-------|-------|-------|-------|-------|---------------|
| Responses | 204 | 217 | 218 | 249 | 263 | 218 | 239 | 271 | 235 | | | | 2,114 |
| YTD | 204 | 421 | 639 | 888 | 1,151 | 1,369 | 1,608 | 1,879 | 2,114 | | | | 2% |
| 2013 | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | YTD Responses |
| Responses | 221 | 228 | 212 | 206 | 258 | 261 | 242 | 224 | 222 | 228 | 210 | 225 | 2,737 |
| YTD | 221 | 449 | 661 | 867 | 1,125 | 1,386 | 1,628 | 1,852 | 2,074 | 2,302 | 2,512 | 2,737 | 4% |
| 2012 | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | YTD Responses |
| Responses | 179 | 183 | 205 | 208 | 205 | 240 | 231 | 257 | 264 | 218 | 227 | 221 | 2,638 |
| YTD | 179 | 362 | 567 | 775 | 980 | 1,220 | 1,451 | 1,708 | 1,972 | 2,190 | 2,417 | 2,638 | 11.12% |
| 2011 | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | YTD Responses |
| Responses | 194 | 193 | 198 | 205 | 205 | 177 | 198 | 232 | 202 | 190 | 190 | 190 | 2,374 |
| YTD | 194 | 387 | 585 | 790 | 995 | 1,172 | 1,370 | 1,602 | 1,804 | 1,994 | 2,184 | 2,374 | -3% |
| 2010 | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | YTD Responses |
| Responses | 276 | 179 | 167 | 229 | 184 | 196 | 199 | 210 | 203 | 193 | 194 | 226 | 2,456 |
| YTD | 276 | 455 | 622 | 851 | 1,035 | 1,231 | 1,430 | 1,640 | 1,843 | 2,036 | 2,230 | 2,456 | 4.7% |

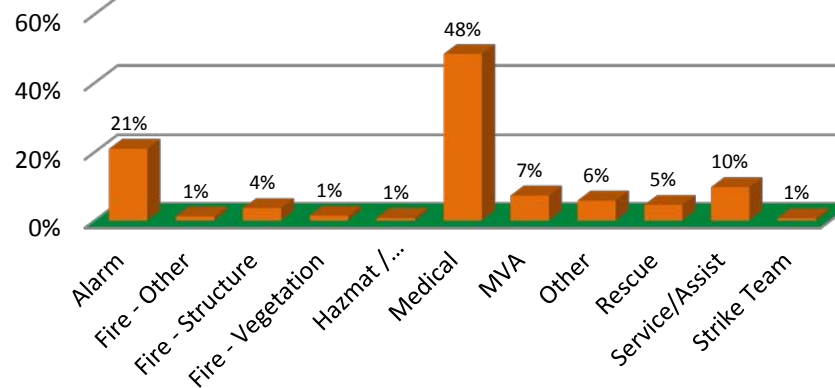
Call Volume By Incident Type September 2014



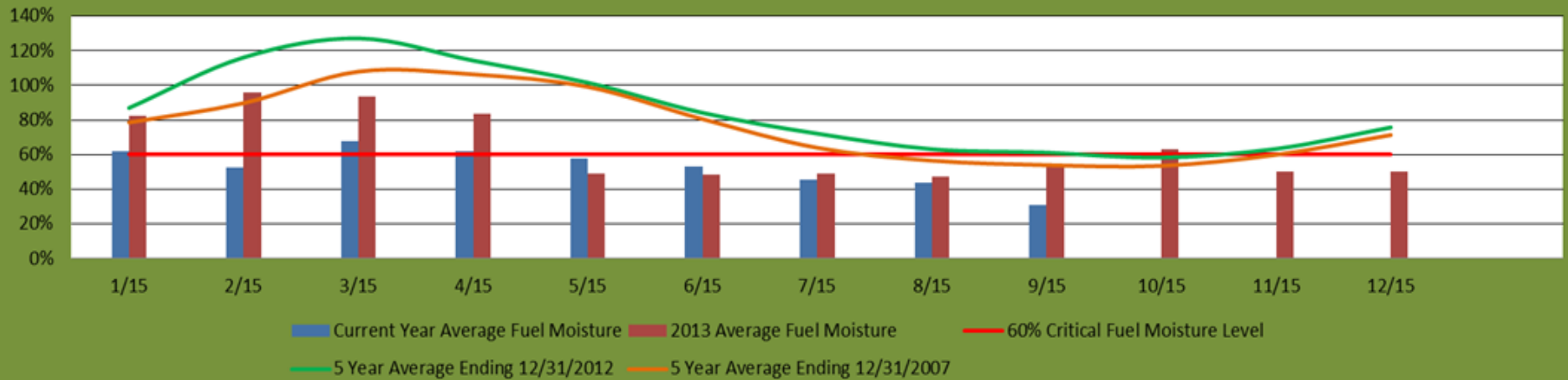
Call Volume By Incident Type YTD 2014



Call Volume By Incident Type As A Percent YTD 2014



2014 District Live Fuel Moistures



Significant Incidents/Overhead Assignments

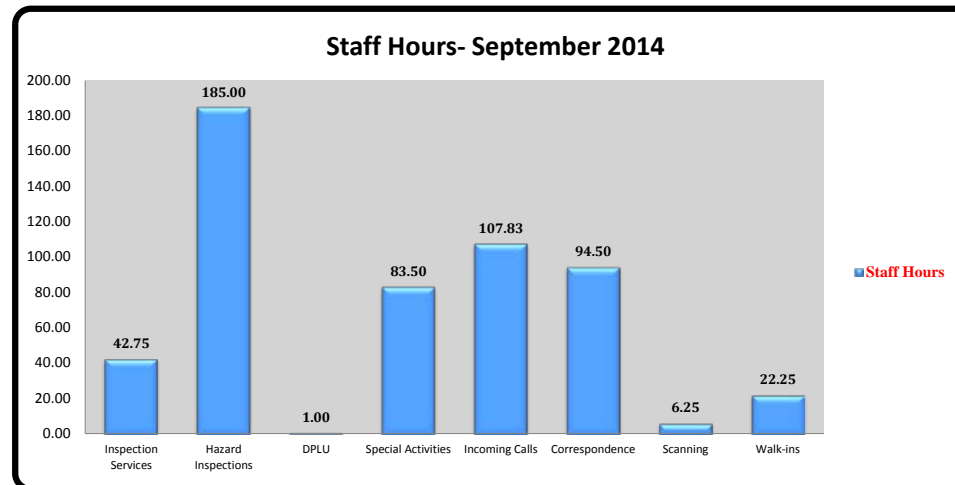
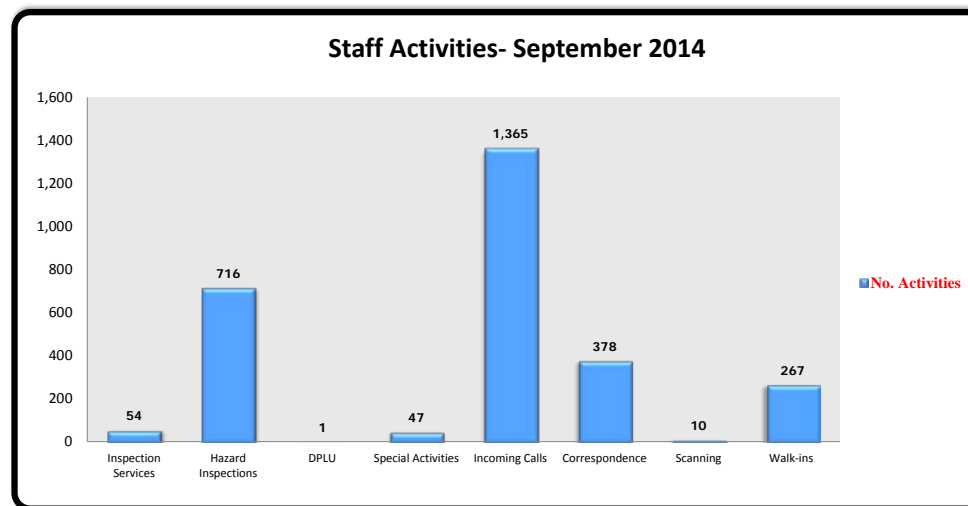
| DATE | Incident/ Location | TYPE | UNIT/PERSON | MISC |
|--------------|-----------------------------------|-------------------------|-----------------------|----------------|
| September 16 | La Granada & Rambla De Las Flores | Multi Patient Veh. Acc. | Rescue Response | 5 Patients |
| September 16 | "King" Fire – Placerville | Vegetation Fire | Type III S/T | |
| September 17 | "King" Fire – Placerville | Vegetation Fire | OES Type I S/T | |
| September 17 | "King" Fire – Placerville | Vegetation Fire | Brandow - FEMP | |
| September 19 | Via De La Valle & Canche De Golf | Rescue Vehicle Accident | Rescue Response | |
| September 21 | Mt. Israel Place | Structure Fire | 1 st Alarm | \$338,000 loss |
| | | | | |
| | | | | |
| | | | | |

September 2014

| September 2014 | | | | | | | October 2014 | | | | | | |
|----------------|----|----|----|----|----|----|--------------|----|----|----|----|----|----|
| Su | Mo | Tu | We | Th | Fr | Sa | Su | Mo | Tu | We | Th | Fr | Sa |
| 7 | 1 | 2 | 3 | 4 | 5 | 6 | 5 | 6 | 7 | 1 | 2 | 3 | 4 |
| 14 | 8 | 9 | 10 | 11 | 12 | 13 | 12 | 13 | 14 | 8 | 9 | 10 | 11 |
| 21 | 15 | 16 | 17 | 18 | 19 | 20 | 19 | 20 | 21 | 15 | 16 | 17 | 18 |
| 28 | 22 | 23 | 24 | 25 | 26 | 27 | 26 | 27 | 28 | 22 | 23 | 24 | 25 |
| | 29 | 30 | | | | | | | 29 | 30 | 31 | | |

| | Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
|----------------|---|--|---|---|--|---|---|
| Aug 31 - Sep 6 | Aug 31 | Sep 1 | 2 | 3 | 4 | 5 | 6 |
| | | A Shift 9:00am 9:30am Follow up inspection 10805/10815 RB Rd. - David C. McQuead | 9:00am 12:00pm EMS CE (1st Responder Scene Safety Awaren 2:00pm 5:00pm EMS CE (1st Responder Scene Safety Awaren | 9:00am 12:00pm EMS CE (1st Responder Scene Safety Awaren 1:30pm 4:30pm EMS CE (1st Responder Scene Safety Awaren | 8:00am 10:00am Bauer SCBA Compressor A 9:00am 12:00pm EMS CE (1st Responder S 1:30pm 4:30pm EMS CE (1st Responder S | 8:30am 9:00am school assembly (solana san 9:00am 12:00pm Hose Lays (RSF Sta 2 Towe 1:30pm 4:30pm Hose Lays (RSF Sta 2 Towe | |
| Sep 7 - 13 | 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| | C Shift | 9:00am 12:00pm Pre Plans and Building Familiarization (All St 9:30am 10:30am WT 2651 (Olivenhien Dam) - Activity Cale | C Shift 9:00am 12:00pm Pre Plans and Building Familiarization (All Stations within first in Districts) | 8:00am 8:30am Hose Lays (RSF Sta 2 Towe 10:00am 11:00am Fire 11:00am 12:00pm Fire 2:00pm 3:00pm Fire Pre 3:00pm 4:00pm Fire Pr | 9:00am 10:00am Fire Si 10:00am 11:00am Fire 11:00am 12:00pm Fire 11:00am 12:00pm Sept 1:00pm 2:00pm Fire Pre 2:00pm 3:00pm Fire Pre | 9:00am 10:00am Fire Si 11:00am 12:00pm Fire 11:00am 12:00pm Fire 1:00pm 2:00pm Fire Pr 2:00pm 3:00pm Fire Pr 3:00pm 4:00pm Fire Pr | 9:30am 12:00pm Warriors United Car Show (Hawthorne Machinery Co., 16945 Camino San Bernardo) - Julie E. |
| Sep 14 - 20 | 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| | A Shift | 9:00am 12:00pm Fire Simulations - Zone Sim (RSF Sta 1) | A Shift 8:00am 5:30pm Vehicle use - F250 (Training - Irvine) 9:00am 12:00pm Pre Plans and Building F | 8:00am 5:30pm Vehicle use - F250 (Training - Irvine) | 9:00am 12:00pm Swiftwater Rescue (CBD) 1:30pm 4:30pm Swiftwater Rescue (CBD) | 9:00am 12:00pm Swiftwater Rescue (CBD) 1:30pm 4:30pm Swiftwater Rescue (CBD) | 9:00am 12:00pm Swiftwater Rescue (CBD) 1:30pm 4:30pm Swiftwater Rescue (CBD) |
| Sep 21 - 27 | 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| | 9:00am 12:00pm Swiftwater Rescue (CBD) 1:30pm 4:30pm Swiftwater Rescue (CBD) | 8:30am 11:00am Eng & FF Job Analysis Telec 9:00am 12:00pm Swiftwater Rescue (C 9:00am 11:00am RSF2 1:30pm 4:30pm Swiftw | 9:00am 12:00pm Swiftwater Rescue (CBD) 1:30pm 4:30pm Swiftwater Rescue (CBD) | 8:45am 11:45am Captains Meeting (R 1:30pm 2:30pm Fire Inspection (R.E. Badg 2:30pm 3:30pm Fire Inspection (RSF Golf | A Shift 9:00am 12:00pm Apparatus Com Mtg (RSF1) - Greg D. Rainville | 8:30am 9:00am Fire inspection E2611 (R 9:00am 12:00pm Hose Lays (RSF Sta 2 Towe 1:30pm 4:30pm Hose Lays (RSF Sta 2 Towe | A Shift |
| Sep 28 - Oct 4 | 28 | 29 | 30 | Oct 1 | 2 | 3 | 4 |
| | B Shift | A Shift 3:30pm 4:30pm Station Tour (Station 1) - Julie E. Taber | B Shift | | | | |

**Fire Prevention Monthly Staff Report
September 2014**



Comparison 2013/2014 Total Monthly Hours/Activities

| 2013 | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |
|------------|--------|--------|--------|--------|--------|--------|-------|--------|--------|--------|--------|--------|
| Activities | 1487 | 1658 | 2077 | 2150 | 2217 | 2677 | 2981 | 2772 | 2007 | 2375 | 1710 | 1503 |
| Hours | 241.40 | 230.15 | 385.33 | 329.17 | 347.97 | 388.33 | 736.1 | 516.18 | 434.48 | 446.22 | 283.17 | 253.95 |

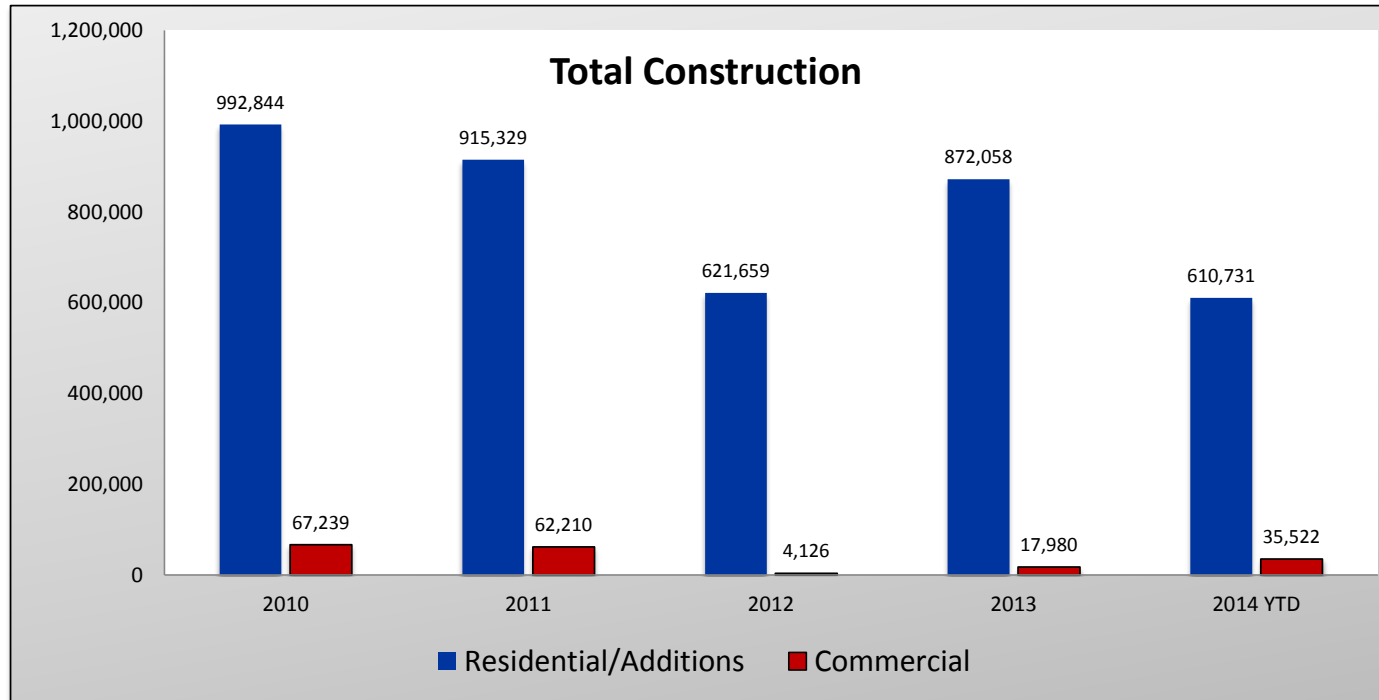
| 2014 | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |
|------------|--------|--------|--------|--------|--------|--------|--------|--------|-------|-----|-----|-----|
| Activities | 1592 | 1662 | 1776 | 1958 | 2653 | 3649 | 5058 | 3997 | 1952 | | | |
| Hours | 269.25 | 325.08 | 334.35 | 334.05 | 433.25 | 536.95 | 668.32 | 667.33 | 404.8 | | | |

NOTE: This summary report is not intended to capture all staff hours worked but only to illustrate activity.

Rancho Santa Fe Fire Protection District

Fire Prevention Bureau -Construction

September 2014



| Year | Res/Add | Comm | Total |
|----------|---------|--------|-----------|
| 2010 | 992,844 | 67,239 | 1,060,083 |
| 2011 | 915,329 | 62,210 | 977,539 |
| 2012 | 621,659 | 4,126 | 625,785 |
| 2013 | 872,058 | 17,980 | 890,038 |
| 2013 YTD | 674,153 | 17,730 | 691,883 |
| 2014 YTD | 610,731 | 35,522 | 646,253 |

Comparison 2013/2014 Total Square Footage

| | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |
|------|--------|--------|--------|---------|---------|---------|--------|---------|--------|--------|---------|--------|
| 2013 | 47,186 | 70,209 | 30,161 | 133,234 | 23,840 | 175,693 | 47,280 | 117,083 | 47,197 | 56,405 | 115,144 | 26,606 |
| 2014 | 66,782 | 12,561 | 52,601 | 77,293 | 157,035 | 19,168 | 55,817 | 111,794 | 57,680 | | | |

Rancho Santa Fe Fire Protection District
Fire Prevention Bureau Monthly Activity Summary
September 2014

PLAN REVIEW

| RESIDENTIAL PLAN REVIEWS | | Number of Structures | Sq Footage |
|--------------------------------------|-------------------------|----------------------|------------------|
| | Fire Marshal | 9 | 24,378 |
| | Fire Inspector | 0 | 0 |
| | Fire Inspector/Forester | 9 | 26,374 |
| TOTAL | | 18 | 50,752 |
| RESIDENTIAL ADDITIONS | | Original Sq Footage | Added Sq Footage |
| | Fire Marshal | 16,461 | 5,929 |
| | Fire Inspector | 3,442 | 999 |
| | Fire Inspector/Forester | 0 | 0 |
| TOTAL | | 19,903 | 6,928 |
| COMMERCIAL PLAN REVIEWS | | Number of Structures | Sq Footage |
| | Fire Marshal | 0 | 0 |
| | Fire Inspector | 0 | 0 |
| | Fire Inspector/Forester | 0 | 0 |
| TOTAL | | 0 | 0 |
| TOTAL NEW CONSTRUCTION | | | Sq Footage |
| Based on permitted Sq footage | | Total Added | 57,680 |
| FIRE SPRINKLER REVIEWS | | Commercial | Residential |
| | Fire Marshal | 0 | 0 |
| | Fire Inspector | 0 | 6 |
| | Fire Inspector/Forester | 3 | 0 |
| TOTAL | | 3 | 6 |
| TENANT IMPROVEMENTS | | Number of Structures | Sq Footage |
| | Fire Marshal | 1 | 20,000 |
| | Fire Inspector | 0 | 0 |
| | Fire Inspector/Forester | 2 | 0 |
| TOTAL | | 3 | 20,000 |
| LANDSCAPE REVIEWS | | Number of Reviews | Staff Hours |
| | Fire Marshal | 0 | 0.00 |
| | Fire Inspector | 0 | 0.00 |
| | Fire Inspector/Forester | 26 | 10.25 |
| TOTAL | | 26 | 10.25 |

Rancho Santa Fe Fire Protection District
Fire Prevention Bureau Monthly Activity Summary
September 2014

SERVICES PROVIDED- FIRE PREVENTION

| DPLU -All Staff | Number | Staff Hours |
|--|------------------------------|--------------------|
| Project Availability Forms | 1 | 1.00 |
| Use Permits | 0 | 0.00 |
| Zaps | 0 | 0.00 |
| Administrative Review | 0 | 0.00 |
| Habit Plans | 0 | 0.00 |
| Approval Letters | 0 | 0.00 |
| CWPP/FPP | 0 | 0.00 |
| TOTAL | 1 | 1.00 |
| | | |
| INSPECTION SERVICES- All Staff | Number of Inspections | Staff Hours |
| Undergrounds | 0 | 0.00 |
| Hydros (Fire Sprinklers) | 8 | 7.50 |
| Finals (Structures) | 25 | 25.00 |
| Landscape | 9 | 4.50 |
| Reinspections | 1 | 0.50 |
| Tents/Canopy | 1 | 0.50 |
| Burn Permits | 2 | 0.50 |
| Department of Social Service Licensing | 3 | 2.50 |
| Knox/Strobe | 5 | 1.75 |
| Code Enforcement | 0 | 0.00 |
| Engine Company Follow Up | 0 | 0.00 |
| Misc. | 0 | 0.00 |
| TOTAL | 54 | 42.75 |
| | | |
| HAZARD INSPECTIONS - All Staff | Number of Inspections | Staff Hours |
| Weed Abatement Inspection | 264 | 50.00 |
| Weed Abatement Reinspection | 177 | 41.00 |
| 1st Notice | 105 | 15.50 |
| 2nd Notice | 91 | 21.75 |
| Final Notice | 31 | 7.75 |
| Forced Abatement | 0 | 0.00 |
| Postings | 6 | 4.00 |
| Annual Mailers | 0 | 0.00 |
| Homeowner Meeting | 42 | 45.00 |
| WUI | 0 | 0.00 |
| TOTAL | 716 | 185.00 |
| | | |
| GRADING -All Staff | Number of Inspections | Staff Hours |
| Plan Review | 14 | 14.00 |
| TOTAL | 14 | 14.00 |

Rancho Santa Fe Fire Protection District
Fire Prevention Bureau Monthly Activity Summary
September 2014

ADMINISTRATIVE SERVICES- FIRE PREVENTION

| SPECIAL ACTIVITIES/EDUCATION-All Staff | Number | Staff Hours |
|---|---------------|--------------------|
| GIS Mapping | 0 | 0.00 |
| CalFire Crew Projects | 0 | 0.00 |
| Hazmat | 0 | 0.00 |
| Emergency Response/Support | 1 | 4.00 |
| Training Classes | 3 | 16.00 |
| Conferences | 0 | 0.00 |
| Meetings | 43 | 63.50 |
| Other | 0 | 0.00 |
| Supervision | 0 | 0.00 |
| Fuels Reduction | 0 | 0.00 |
| TOTAL | 47 | 83.50 |
| | | |
| FIRE PREVENTION -All Staff | Number | Staff Hours |
| Incoming Phone Calls | 1,365 | 107.83 |
| Correspondence | 378 | 94.50 |
| Consultations | 63 | 63.00 |
| Plan Review | 65 | 43.50 |
| Scanning | 10 | 6.25 |
| General Office | 71 | 89.00 |
| TOTAL | 1,952 | 404.08 |

ADMINISTRATIVE SERVICES- OFFICE SUPPORT

| OFFICE COORDINATOR-PREVENTION | Number | Staff Hours |
|--|---------------|--------------------|
| Phone Calls (All Administrative Staff) Internal & External | 925 | 46.25 |
| Correspondence | 210 | 52.50 |
| Walk in/Counter (All Administrative Staff) | 267 | 22.25 |
| Knox Application Request | 8 | 0.67 |
| UPS Outgoing Shipments | 2 | 0.17 |
| Plan Accepted/Routed | | 14.50 |
| Special Projects | 0 | 30.00 |
| Scanning Documents/Electronic Files | 10 | 6.25 |
| Meetings: Admin/Prevention/Admin Shift | 9 | 7.00 |
| Post Office Runs | 17 | 10.00 |
| Deposit runs and preparations | 8 | 8.00 |
| TOTAL | 1,456 | 197.58 |

Rancho Santa Fe Fire District
Public Education Coordinator - Monthly Report
September 2014

| WEBSITE/INTERNET | | Staff Hours |
|---|--|-------------|
| Update existing info & documents: | | 3.0 |
| <i>Updated home page, news, etc</i> | | 3.0 |
| Compile & write new information: | | 2.0 |
| <i>Research potential design options</i> | | 2.0 |
| Social Media | | 5.0 |
| <i>Facebook "Fans" - 505</i> | | 3.0 |
| <i>Twitter "Followers" - 1624</i> | | 2.0 |
| TOTAL | | 10.0 |
| PUBLICATIONS | | Staff Hours |
| Design/write brochures, flyers, etc: | | 3.0 |
| <i>Station 2 Open House</i> | | 2.0 |
| <i>Pancake Breakfast</i> | | 1.0 |
| TOTAL | | 3.0 |
| MEDIA RELATIONS | | Staff Hours |
| On-scene Public Information Officer: | | 0.0 |
| Press Releases: | | 10.0 |
| <i>Eucalyptus Trees</i> | | 4.0 |
| <i>Station 2 Open House/Pancake Breakfast</i> | | 2.0 |
| <i>La Granada TC</i> | | 3.0 |
| <i>LAFCO Application</i> | | 1.0 |
| Other Articles/Stories/Interviews: | | 5.0 |
| <i>Helicopter Press Conference planning</i> | | 5.0 |
| TOTAL | | 15.0 |
| EDUCATIONAL PROGRAMS/PRESENTATIONS | | Staff Hours |
| Children's Programs | | 19.0 |
| <i>Station Tour - 1</i> | | 1.0 |
| <i>Birthday Parties- 0</i> | | 0.0 |
| <i>FPW Prep</i> | | 18.0 |
| Adult Programs: | | 1.0 |
| <i>PulsePoint/AED upkeep</i> | | 1.0 |
| | | 0.0 |
| TOTAL | | 20.0 |

Rancho Santa Fe Fire District
Public Education Coordinator - Monthly Report
September 2014

| EVENTS | | Staff Hours |
|--|--|--------------------|
| External/Community Events: | | 13.0 |
| <i>Pancake Breakfast Prep</i> | | 2.0 |
| <i>Open House Prep</i> | | 8.0 |
| <i>Warriors United Car Show</i> | | 3.0 |
| Internal Events: | | 0.0 |
| TOTAL | | 13.0 |
| CONTINUING EDUCATION | | Staff Hours |
| Training Classes: | | 8.0 |
| <i>So Cal FPOs</i> | | 8.0 |
| Conferences: | | 0.0 |
| Meetings: | | 6.0 |
| <i>Staff meetings</i> | | 4.0 |
| <i>Shift Meeting</i> | | 0.0 |
| <i>CSA 17 Pub Ed</i> | | 2.0 |
| TOTAL | | 14.0 |
| CLERICAL | | Staff Hours |
| Prevention-related: | | 42.0 |
| <i>Mailbox, email inbox, phone calls, news clips, etc.</i> | | 36.0 |
| <i>Phone Calls</i> | | 6.0 |
| Non-prevention/non-minute related: | | 24.0 |
| TOTAL | | 66.0 |
| TOTAL HOURS | | 141.0 |



THE CITY OF SAN DIEGO

September 15, 2014

Chief Bret Davidson
16930 Four Gee Road
San Diego, CA 92127

Dear Chief Bret Davidson:

The City of San Diego recently completed the Performance Test phase for our Fire Engineer promotional examination process. As you can imagine, this lengthy process involved quite a bit of planning and organization. On behalf of the City of San Diego Personnel Department, thank you for your assistance with our Fire Engineer examination process.

Rancho Santa Fe Fire District Fire Station #2 at 16930 Four Gee Road is well-constructed. The fire station provided our staff and candidates a testing environment that was spacious and conveniently located. Many candidates mentioned that the test site was excellent. However, the facility pales in comparison to the kindness and support of all the fire station personnel who were on site. We were met with generosity and offers of assistance at every turn. The use of your fire station to store our apparatus was the most helpful of all. This allowed our staff easy access in preparing the apparatus on a daily basis for each day of testing. Your station staff was willing and available to assist and share tools, supplies, etc.

Rancho Santa Fe Fire District Fire Station #2 exemplifies the definition of a "good neighbor." In today's time of lean budgets, it is reassuring to know that the City of San Diego has a neighbor such as yourself.

Thank you again for your assistance and generosity.

Sincerely,

Hadi Dehghani
Personnel Director



Personnel

1200 Third Avenue, Suite 300 • San Diego, CA 92101
Tel (619) 236-6400

Travel Expense Report - Board of Directors Report

Name Tony Michel
Position Fire Chief
Period 8-13-14 thru 8-17-14
Per Mile Reimbursement
Total Paid \$2,052.06

Board Meeting 10/8/2014

Submitted by Tony Michel

Reviewed by

| Date | Description of Expense | Airfare | Lodging | Ground Transportation (Gas, Rental Car, Taxi) | Meals & Tips | Conferences and Seminars | Miles (Personal Car Only) | Mileage Reimbursement | Miscellaneous | Currency Exchange Rate | Expense Currency | U.S. \$ |
|-------------------------------------|---------------------------------|----------|----------|--|--------------|--------------------------|------------------------------|-----------------------|--------------------|------------------------|------------------|-------------------|
| 8/13/2014 | Lodging for I-Chiefs Conference | | \$816.04 | | | | 0 | \$0.00 | | 1 | USD | \$816.04 |
| 8/13/2014 | Spirit Airlines | \$399.18 | | | \$0.00 | | | \$0.00 | | 1 | | \$399.18 |
| 8/13/2014 | ExecuCar | | | \$117.00 | \$0.00 | | | \$0.00 | | 1 | | \$117.00 |
| 8/17/2014 | Einstein Bagels | | | | \$8.34 | | | \$0.00 | | 1 | | \$8.34 |
| 8/15/2014 | Omni Dallas | | | | \$8.75 | | | \$0.00 | | 1 | | \$8.75 |
| 8/16/2014 | Dallas Convention Center | | | | \$7.75 | | | \$0.00 | | 1 | | \$7.75 |
| 8/13/2014 | IAFC Conference Registration | | | | | \$695.00 | | \$0.00 | | 1 | | \$695.00 |
| | | | | | | | | \$0.00 | | 1 | | \$0.00 |
| | | | | | | | | \$0.00 | | 1 | | \$0.00 |
| | | | | | | | | \$0.00 | | 1 | | \$0.00 |
| | | | | | | | | \$0.00 | | 1 | | \$0.00 |
| Total Mileage Reimbursement: | | | | | | | | \$0.00 | Total Paid: | | | \$2,052.06 |

OMNI HOTELS & RESORTS[®]

dallas

Tony Michel
PO BOX 410
92067

Room No. : 1253
 Arrival : 08-13-14
 Departure : 08-17-14
 Page No. : 1 of 1
 Folio No. :
 Conf. No. : 468995
 Cashier No. :

INFORMATION INVOICE

Membership No. :
 A/R Number :
 Group Code : 080514FIRERESCU
 Company Name :

08-17-14

| Date | Description | Charges | Payments |
|----------------|------------------------|---------------|---------------|
| 08-13-14 | Stay Rate | 177.00 | |
| 08-13-14 | 2% Tourism PID Fee | 3.54 | |
| 08-13-14 | 6% State Occupancy Tax | 10.83 | |
| 08-13-14 | 7% City Occupancy Tax | 12.64 | |
| 08-14-14 | Stay Rate | 177.00 | |
| 08-14-14 | 2% Tourism PID Fee | 3.54 | |
| 08-14-14 | 6% State Occupancy Tax | 10.83 | |
| 08-14-14 | 7% City Occupancy Tax | 12.64 | |
| 08-15-14 | Stay Rate | 177.00 | |
| 08-15-14 | 2% Tourism PID Fee | 3.54 | |
| 08-15-14 | 6% State Occupancy Tax | 10.83 | |
| 08-15-14 | 7% City Occupancy Tax | 12.64 | |
| 08-16-14 | Stay Rate | 177.00 | |
| 08-16-14 | 2% Tourism PID Fee | 3.54 | |
| 08-16-14 | 6% State Occupancy Tax | 10.83 | |
| 08-16-14 | 7% City Occupancy Tax | 12.64 | |
| 08-16-14 | Visa | | 816.04 |
| Total | | 816.04 | 816.04 |
| Balance | | | 0.00 |

Thank you for staying at the Omni Dallas Hotel.

555 South Lamar Street
 Dallas, TX 75202
 Tel: 214-744-6664 Fax: 214-979-4595
 Reservations: 1-800-843-6664

YOU'RE ALL SET!

YOUR CONFIRMATION CODE

NFED8R

BOOKING DATE Friday, July 25, 2014

Flight

| | | | |
|------------------------|-----------------|------------|------------|
| San Diego (SAN) | Wednesday | Departing: | 5:20 PM |
| Dallas/Ft. Worth (DFW) | August 13, 2014 | Arriving: | 10:15 PM |
| Flight: 108 | Miles: 1171 | Duration: | 2 h 55 min |
| Dallas/Ft. Worth (DFW) | Sunday | Departing: | 8:55 AM |
| San Diego (SAN) | August 17, 2014 | Arriving: | 9:47 AM |
| Flight: 107 | Miles: 1171 | Duration: | 2 h 52 min |

Customer Information

| Name | FREE Spirit Number | Assistance |
|------------------------|--------------------|------------|
| MR. TONY MICHEL | 251573766 | None |

Bags

| Name | Carry-On | Checked |
|------------------------|----------|---------|
| MR. TONY MICHEL | 1 1 | 0 0 |

Seats

| Name | Seats |
|------------------------|---------|
| MR. TONY MICHEL | 1F 2A |

Contact Information

| | | |
|--|---------------------|--------------|
| Tony Michel 614 Sun Circle Vista, CA 92081 United States of America | michel@rsf-fire.org | 858-775-7601 |
|--|---------------------|--------------|

FLIGHT PRICE

[More Info](#)

Purchase Price

BAGS

NAME

CARRY-ON

CHECKED

MR. TONY MICHEL

SEATS

MR. TONY MICHEL

GOVERNMENT'S CUT

[More Info](#)

Security Fee

Passenger Facility Fee

Segment Fee

Federal Excise Tax

Total Paid

\$399¹⁸

Thank you for choosing Spirit. We look forward to serving you on your upcoming trip!

For modifications to flight only itineraries, please call 1.801.401.2222

For modifications to vacation package itineraries please call 1.954.698.0125.

Tony Michel

From: ExecuCar <reservations@execucar.com>
Sent: Saturday, August 09, 2014 3:42 PM
To: Tony Michel
Subject: ExecuCar Reservation Confirmation 1431811/1431810



Dear TONY MICHEL,

The following information summarizes your confirmed service with ExecuCar.

Guest Information:

Address OMNI DALLAS HOTEL 555 S LAMAR ST DALLAS, TX 75202
(858) 775-7601

Arrival itinerary (From the airport)

Confirmation Number: 1431811
Pickup Date/Time: Wednesday, August 13, 2014 10:15 PM

| | |
|--------------------|--|
| Adults | 1 |
| Children | 0 |
| Service Type | EXECUCAR SEDAN SERVICE MEET AND GREET (UP TO 4 PASSENGERS) |
| Airport | <u>DFW - DALLAS-FT WORTH DFW AIRPORT.</u> |
| Airline | SPIRIT AIRLINES |
| Flight # | 108 - Domestic |
| Fare | \$65.00 |
| Tip | \$0.00 |
| Fuel surcharge | \$0.00 |
| WEB/GROUP DISCOUNT | \$6.50 |
| Total | \$58.50 |

Special Instructions

ALL TERMINALS: THE DRIVER WILL MEET YOU AT YOUR GATE UNTIL 8 PM. FOR ARRIVALS AFTER 8 PM, FOLLOW THE SIGNS TO THE BAGGAGE CLAIM. THE DRIVER WILL MEET YOU IN THE BAGGAGE CLAIM WITH A SIGN DISPLAYING YOUR LAST NAME. IF UNABLE TO LOCATE DRIVER PLEASE CALL 1 (972) 453-3214 OPTION 3 FOR ASSISTANCE.

Departure Itinerary (To the Airport)

Confirmation Number: 1431810
Pickup Date/Time: Sunday, August 17, 2014 6:55 AM

| | |
|--------------|---|
| Adults | 1 |
| Children | 0 |
| Service Type | EXECUCAR SEDAN SERVICE (UP TO 4 PASSENGERS) |
| Airport | <u>DFW - DALLAS-FT WORTH DFW AIRPORT.</u> |
| Airline | SPIRIT AIRLINES |
| Flight # | 107 - Domestic |
| Fare | \$65.00 |

| | |
|--------------------|----------------|
| Tip | \$0.00 |
| Fuel surcharge | \$0.00 |
| WEB/GROUP DISCOUNT | \$6.50 |
| Total | \$58.50 |

Special Instructions

Roundtrip total fare \$117.00

Billing

Payment Method: PREPAID CREDIT CARD
Card type: VISA
Card number: XXXX-XXXX-XXXX-6206

To change or cancel this reservation, please call 1-800-410-4444.
[To view our terms and conditions, click here](#)
Thank you for choosing ExecuCar!
<http://www.supershuttle.com>



We value your safety so please wear your seat belt in your journey with us.

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EINSTEIN BAGELS / PIZZA HUT
TERMINAL E GATE E27
DFW AIRPORT, TEXAS

2708 DESTINEY

CHK 1554 131714 7:49AM GST

| | |
|------------------|-------|
| 1 COFFEE | 2.42 |
| 1 BACON & CHDR | 5.38 |
| SUBTOTAL | 7.70 |
| TAX | .64 |
| PAYMENT | 5.34 |
| XXXXXXXXXXXX6206 | XX/XX |
| VISA | 2.34 |

GUEST COMMENTS: 2 57-2955

Thank You for Joining Us at DFW!

STORE NUMBER: 972-973-8576

OMNI DALLAS HOTEL
DALLAS, TX
OMNI EXPRESS

50128 Alex

CHK 1248 AUG15'14 8:17AM GST 2

| | |
|---------------------------------|-------|
| 1 aBKfst BURRITO | 6.00 |
| 1 aCOFFEE | 2.75 |
| SUBTOTAL | 8.75 |
| PAYMENT | 8.75 |
| XXXXXXXXXXXX6206 | XX/XX |
| 9502/F&B Visa | |
| VISA | 8.75 |
| ---50128 CLOSED AUG15 8:18AM--- | |

Dallas Convention Center
Starbucks

.....
Date: AUG-16-2014 Time: 8:59AM
Server: Roderick Recpt # 34477
.....

V RG COFFEE \$4.75
Croissant \$3.00

Card Number XXXXXXXXXX6206
Expire # XXXX XXXX
App # 0864293528911846
Subtotal \$7.75

CreditCard \$7.75

Change \$0.00

Receipt: 35289 34477
Date: AUG-16-2014 Time: 8:59AM

.....
I agree to pay ac
to card issuer ag
Have a great day.
Thank you.

Registrant

Badge Information:
 Tony Michel
 Rancho Santa Fe FPD
 Rancho Santa Fe , CA



Registration Detail

Purchases for Tony Michel

Registration Type: FRIALL - All Access Package, After July 15

| Item Code | Description | Date/Time | Qty. | Item Price | Item Total |
|-------------|---|---------------------------|------|------------|------------|
| WELCOME FRI | Welcome Reception | Aug 13 2014 5:30PM | 1 | \$0.00 | \$0.00 |
| STREET | FRI Street Party | Aug 15 2014 5:30PM | 1 | \$0.00 | \$0.00 |
| PRES | Presidential Luncheon Celebration | Aug 16 2014 1:00PM | 1 | \$0.00 | \$0.00 |
| REG | Registration | | 1 | \$695.00 | \$695.00 |
| CHIEF-101 | Daily Briefing | Aug 13 2014 8:00AM | 1 | \$0.00 | \$0.00 |
| CHIEF-102 | A Chief Officer's Map to Excellence | Aug 13 2014 8:30AM | 1 | \$0.00 | \$0.00 |
| CHIEF-203 | My Fire Marshal is Responsible For What? | Aug 13 2014 10:30AM | 1 | \$0.00 | \$0.00 |
| COLS-304 | Customer Service in Community Risk Reduction | Aug 13 2014 1:30PM | 1 | \$0.00 | \$0.00 |
| CHIEF-106 | General Session | Aug 14 2014 8:00AM | 1 | \$0.00 | \$0.00 |
| CHIEF-207 | Daily Briefing | Aug 14 2014 1:00PM | 1 | \$0.00 | \$0.00 |
| ECO-208 | Playing the Politics: Being a Successful Fire Chief | Aug 14 2014 1:30PM | 1 | \$0.00 | \$0.00 |
| CHIEF-209 | Saving Firefighters From Themselves Series: Designing and Conducting Qualitative Research for the Practioner (Non-Academic) | Aug 14 2014 3:30PM | 1 | \$0.00 | \$0.00 |
| CHIEF-210 | Daily Briefing | Aug 15 2014 8:00AM | 1 | \$0.00 | \$0.00 |
| ECO-111 | Keys to Implementing an Effective Succession Process | Aug 15 2014 8:30AM | 1 | \$0.00 | \$0.00 |

| | | | | |
|---|---------------------------|---|--------|--------|
| CHIEF-212 Dedicated Expo Time | Aug 15 2014 10:00AM | 1 | \$0.00 | \$0.00 |
| CHIEF-213 Ethical Landmines - Avoiding the Trap | Aug 15 2014 1:30PM | 1 | \$0.00 | \$0.00 |
| ECO-114 Fire Chief As Emergency Manager | Aug 15 2014 3:30PM | 1 | \$0.00 | \$0.00 |
| CHIEF-215 ODP Recognition | Aug 15 2014 5:00PM | 1 | \$0.00 | \$0.00 |

Total Registration Fees: \$695.00
 Total Registration Paid: (\$695.00)
Current Balance: \$0.00

Total of All Fees: \$695.00
 Total Amount Applied to All Fees: (\$695.00)
Total Balance Due: \$0.00

Payment History

| | | | | | |
|------------|------------|------|----------------------------|-----------|----------|
| Payment #1 | | | | | |
| 07/28/2014 | Payment | Visa | Tony Michel | *****6206 | \$695.00 |
| 07/28/2014 | Applied to | | Tony Michel's Registration | | \$695.00 |
| | | | Total Amount Applied: | | \$695.00 |
| | | | Total Amount Not Used: | | \$0.00 |
| | | | Total Payments: | | \$695.00 |
| | | | Total Refunds: | | \$0.00 |
| | | | Total Net Paid: | | \$695.00 |

STAFF REPORT

NO. 14-24

TO: BOARD OF DIRECTORS
FROM: TONY MICHEL, FIRE CHIEF
SUBJECT: ACCEPTANCE OF DONATION
DATE: OCTOBER 3, 2014



CURRENT SITUATION

Pursuant to the Health & Safety Code 13898, the Board of Directors must consider the acceptance of donated items with a value greater the \$500. This donation listed is a gift from the *Rancho Santa Fe Community Center* and was raised at their annual gala held on May 17, 2014. Staff intends to designate the funds for public education purposes.

| Description | Qty. | Cost per Unit | Total | Location |
|-------------|------|---------------|---------|----------|
| Cash | 1 | N/A | \$5,000 | N/A |
| | | | | |
| | | | | |
| | | | | |

RECOMMENDATION

Accept the donation



RANCHO SANTA FE
COMMUNITY CENTER

Grow together.

September 8, 2014

Rancho Santa Fe Fire District
P.O. Box 410
Rancho Santa Fe, CA 92067

To Whom It May Concern:

On behalf of the Rancho Santa Fe Community Center's staff and Board of Directors, I am pleased to enclose a \$5,000 contribution to the Rancho Santa Fe Fire Protection District. This donation was raised as a result of our annual gala held on May 17, 2014.

The annual gala is our largest fundraiser of the year and raises funds that allow us to achieve our mission to provide programs, events and services of enrichment, recreation and outreach for all ages. The enclosed check represents a portion of the funds raised at the gala. We are glad to be able to make this contribution to honor and thank local fire fighters for their continued efforts to keep our community safe.

Sincerely,

Linda Durket

Executive Director

Rancho Santa Fe Community Center

STAFF REPORT

NO. 14-25

TO: BOARD OF DIRECTORS
FROM: TONY MICHEL, FIRE CHIEF
SUBJECT: FIRE DISTRICT POLICIES AND PPOCEDURES
DATE: OCTOBER 3, 2014



RECOMMENDATION

Ratify the policies listed that was reviewed and/or amended by the District's legal counsel, Stephen J. Fitch, Esq.

STAFF ANALYSIS

The Board gave the Fire Chief direction for a review of the District's policies and procedures reviewed by legal counsel. Mr. Fitch has completed the review of all current policies and procedures that had any potential conflicts with current laws or statutes. In addition, we requested he identify any policy that could pose any potential liability to the District.

Below, I have listed the first seven policies requesting ratification by the Board of Directors:

- 1) A100.04 – Requirements for Operating District Vehicles
- 2) A100.06 – Gratuities
- 3) A100.08 – Use of Electronic Media
- 4) A100.10 – Bell of Distinction*
- 5) A200.02 – Discipline/Rules of Conduct
- 6) A200.05 – Harassment, Discrimination and Retaliation Policy
- 7) A500.07 – HIPPA Privacy Act

*District Counsel identified A100.10 Bell of Distinction as a policy that requires Board ratification since the Board must approve the actions of this policy.



Rancho Santa Fe Fire Protection District

ADMINISTRATIVE POLICY AND PROCEDURES

REQUIREMENTS FOR OPERATING DISTRICT VEHICLES

Section: **A100.04**

Date Implemented: **10/27/98**

Date Revised: **09/18/14**

Page: **1 of 7**

FIRE CHIEF: _____

I. PURPOSE:

- A. To identify the requirements to operate District vehicles, use of staff vehicles, licensing options for suppression personnel and general provisions to maintain the driving privileges of District vehicles.

II. RESPONSIBILITY:

- A. It shall be the responsibility of all personnel to understand and adhere to the provisions of this policy.
- B. It shall be the responsibility of all supervisors to adhere to and enforce this policy in a fair and consistent manner.
- C. Overall responsibility for the enforcement of this policy shall lie with the Fire Chief.

III. DEFINITIONS

- A. **Stand by Duty:** This is generally a chief officer who has Secondary Duty or other emergency response responsibilities. These individuals will be assigned a Take Home Vehicle. Other circumstances may warrant assigning Stand by Duty to other District employees such as members of the fire prevention bureau.
- B. **District Vehicle:** Shall include any vehicle which is owned, leased, or rented by the Fire District for staff or suppression activities.
- C. **Staff Vehicle:** A District owned vehicle, which is designated for the use by District employee in the performance of their daily work activities. Specific staff vehicles may be assigned to some employees but not normally authorized for take-home use. Staff vehicles may be provided for emergency response.
- D. **Take-Home Staff Vehicle:** A District-owned vehicle designated for the use by an individual employee in the normal performance of their duties and authorized for the daily commute to and from home to work, the conducting of District business and emergency response. The following positions may be assigned the use of a Take-Home Staff Vehicle:
 - 1. Fire Chief
 - 2. Deputy Chief
 - 3. Training Chief
 - 4. Fire Marshal
 - 5. Special assignments as designated by the Fire Chief
 - 6. EMS Coordinator (CSA-17 reimbursed position and vehicle only)

REQUIREMENTS FOR OPERATING DISTRICT VEHICLES

Section: **A100.04**
Date Implemented: **10/27/98**
Date Revised: **09/18/14**
Page: **2 of 7**

IV. SCOPE:

- A. This policy applies to all employees including but not limited to; fulltime, part-time, temporary or volunteer staff that may operate a District vehicle while on either public or private property.

V. PROCEDURE:

A. General Requirements

1. As a condition of employment, it is the responsibility of all employees to maintain a minimum of a Class C driver's license at all times, abide by District policies related to the operation of District vehicles, and the regulations of the State of California and private communities that apply to the operation of motor vehicles.
2. Only authorized drivers with the proper license classification for the vehicle being driven may operate a District vehicle.
3. New employees will not be allowed to operate a District vehicle until they have successfully completed the following training requirements:
 - a. Review A100.04 "Requirements for Operating District Vehicles".
 - b. Review A300.02 "Accident Reporting and Investigation Process"
 - c. Review S300.07 "Staff Vehicle Maintenance".

It will be the responsibility of new employee's immediate supervisor to ensure the training has been completed and documented.

4. Any employee whose driver's license has been revoked, expired, restricted, or suspended may no longer operate a District vehicle, and may be subject to disciplinary and/or employment action. Employees shall report these changes to their driver's license immediately to their supervisor. An employee who fails to immediately report this information to their supervisor, and/or who continues to operate a District vehicle may be subject to disciplinary action, up to and including termination.
5. Employees shall comply with any restrictions placed on their driver's license at all times. If the restriction prohibits their ability to operate a District vehicle, they shall report the situation immediately to their supervisor.
6. All employees shall immediately report to their supervisor any traffic infraction, citation, fine, penalties and/or criminal traffic infraction or complaint they receive while operating a District vehicle. The employee is personally responsible for all fines imposed for any violation while operating a District vehicle.

REQUIREMENTS FOR OPERATING DISTRICT VEHICLES

Section: A100.04
Date Implemented: 10/27/98
Date Revised: 09/18/14
Page: 3 of 7

7. Drivers may never be under the influence of alcohol or drugs, including prescription and/or over the counter medication that affect their ability to safely operate a motor vehicle. The use of all tobacco products is prohibited in District vehicles.
8. All suppression personnel will be enrolled in the Department of Motor Vehicles (DMV) Electronic Employer Pull Notice (EPN).
9. The District has the right to suspend driving privileges if you become uninsurable, lose or have your driver's license suspended, or accumulate the following point count over a set period of time:
 - a. Four points within a 12 month
 - b. Six points in a 24 month period
 - c. Eight points in a 36-month period
10. Management may approve one of the following alternatives for employees who are unable to maintain the appropriate license for their job classification until their driving privileges are restored:
 - a. Reassign them to a position where driving a District vehicle is not required.
 - b. Allow the use of vacation leave or shift trades until the driving privileges are restored.
 - c. Be placed on unpaid leave or absence.
 - d. If these options are not approved, reasonable or appropriate to management, the employee may be terminated.
11. When responding to emergencies (code 3 response) in a District "staff" vehicle it shall be occupied by District employees only. When a District staff vehicle is not responding to an emergency, the vehicle may be used to carry non-district employees as passengers when incidental to the trip, or when required by the needs of the driver when they have stand by duty.
12. District vehicles are not assigned for, nor shall they be used for the personal convenience of the employee(s) with regard to transportation needs or other non-business activities.
13. Employees who operate a District vehicle are responsible for the care, appropriate use, and the public image reflected while using the vehicle. They shall at all times display the highest level of professional conduct and operate the vehicle in a safe and courteous manner. Careless driving, following too closely, failure to signal, failure to yield, braking suddenly and expressing anger to another motorist are examples of behavior that reflects poorly and negatively on the District. Employees should remember that they are always under the close scrutiny by the public when operating a District vehicle.
14. The driver and/or passengers shall wear seatbelts at all times while riding in District vehicles. The driver is responsible for enforcing seat belt use by occupants. Other occupants in the vehicle share this responsibility. Driver's shall ensure that all safety restraints are maintained in good operating condition and under no circumstances disable or interfere with the operation of the restraints or other supplemental restraining devices.

REQUIREMENTS FOR OPERATING DISTRICT VEHICLES

Section: A100.04
Date Implemented: 10/27/98
Date Revised: 09/18/14
Page: 4 of 7

15. Drivers will ensure that all interior and exterior lights are turned off and the vehicle is secured when the vehicle is parked.
16. Drivers will report all damage, required maintenance and/or needed repairs to his/her immediate supervisor.

B. Suppression – Vehicles Over 26,000 GVW

1. All District employees who operate, or have the potential to operate firefighting equipment that meets the definition of a Class A or Class B vehicle as described in subdivision (b), section 12804.9 of the CVC, shall possess a valid California license at all times with endorsements as identified below:

| Must Possess One of the Following | Endorsements Required | Medical Exam Report Required |
|---|--|---|
| Commercial Class A Commercial Class B | Firefighter (F) Tank Vehicle (N) Airbrake | DL 51 |
| Non-Commercial Class A Non-Commercial Class B Class C | Firefighter (F) | DL 51* |

2. The District requires that all drivers of firefighting equipment that meet the definition of a Class A or Class B vehicle complete Medical Examination Report DL 51 every two years in lieu of Health Questionnaire DL 546 or Physician's Health Report DL 546A.
3. Medical Exam Report DL 51 will be conducted by a District sponsored licensed physician who is familiar with occupational medicine. The District will pay for the cost of the exam and will compensate the employee for up two hours of overtime if the physical is taken off duty. In conjunction with the medical exam, employees shall complete an OSHA Respirator Medical Evaluation Questionnaire and have it reviewed by the attending physician.
4. Suppression employees are responsible for obtaining the required paper work and scheduling the medical exam through the District sponsored health care provider.
5. Suppression employees are required to send the Operations Chief a copy of their valid driver's license upon initial licensure and upon renewal of license. Medical Examination

REQUIREMENTS FOR OPERATING DISTRICT VEHICLES

Section: A100.04
Date Implemented: 10/27/98
Date Revised: 09/18/14
Page: 5 of 7

Report DL 51 and OSHA Respirator Medical Evaluation Questionnaire are required every two years.

6. Suppression employees without the required license/endorsements to drive fire apparatus shall have 18 months from the date of hire to obtain the appropriate license and endorsements. Information on licensing may be found in the "Firefighter Endorsement Task Book".
7. For Class A or Class B vehicle as described in subdivision (b), section 12804.9 of the CVC, Trainees or new employees with proper licensure/endorsements will not be allowed to operate a District vehicle until they have successfully completed the following training requirements:
 - a. Review A100.04 "Requirements for Operating District Vehicles"
 - b. Review A300.02 "Accident Reporting and Investigation Process"
 - c. Complete Target Safety "NFPA 1500 Driving Safety".
 - d. Complete vehicle safety orientation training.
 - e. For probationary employees, they may not become licensee "trainees" or operate fire apparatus until successful completion of their first quarter exam.

It will be the responsibility of the new employee's immediate supervisor to ensure the training has been completed and documented.

C. Licensing Procedure – Vehicles over 26,000 lbs. GVW

1. Suppression employees are not considered a licensee "Trainee" until an "Endorsement Task Book" is initiated and items a - d of section B-7 are completed.
2. Trainees then can operate District vehicles ONLY while under the direct supervision of an authorized fire department employee who is properly licensed. An authorized fire department employee shall be certified at a minimum of Driver/Operator for the purposes of conducting driver training.
3. Trainees or employees with the proper license/endorsements will not be allowed to drive fire apparatus Code 3 unless they have completed and passed the RSFFPD "Driver Operator Certification" program. Exceptions may be made under certain conditions.
4. For employees who have already completed a State Fire Marshal Driver Operator 1A course, present proof of class completion to the Training Battalion Chief, open a Firefighter Endorsement Task Book and complete the driving portion only.
5. For employees who have not completed a State Fire Marshal Driver Operator 1A course, open a Firefighter Endorsement Task Book and complete both the classroom and driving portions.

REQUIREMENTS FOR OPERATING DISTRICT VEHICLES

Section: A100.04
Date Implemented: 10/27/98
Date Revised: 09/18/14
Page: 6 of 7

6. When the task book is completed, the Training Battalion Chief will issue verification of "Employment and Training" on District letterhead. For Class C license with firefighter endorsement, applicants must apply in person at a local DMV office and will need to:
 - a. Present Employment and Training Verification letter.
 - b. Successfully pass the written firefighter endorsement test; or if applying for Non-Commercial Class A or B license, successfully pass the traffic laws and sign tests for the class of vehicle you will drive.
 - c. Present a Medical Examination Report (DL 51).
7. For employees who wish to obtain For Commercial Class A or B license with the appropriate endorsements, you will need to apply in person at a local DMV and:
 - a. Complete a California Commercial Driver License Application form DL 44C.
 - b. Complete a 10 Year History Record Check form (DL 939) if you have been issued a driver license in the same or different name to operate any type of motor vehicle in another state or other jurisdiction within the previous ten years.
 - c. Provide a thumbprint and have your picture taken.
 - d. Provide verification of your social security number, your birth date and legal presence.
 - e. Pass a vision exam.
 - f. Submit a completed Medical Examination Report form DL 51.
 - g. Pass the traffic laws and sign tests for the class of vehicle you will drive.
 - h. Once you have passed your tests, you will be issued a permit. When you receive your permit, provide verification to the Training Battalion Chief and open a department task book. You can then drive with an authorized department employee who has a valid California driver license in the class of license that your permit is for.
8. When the task book is complete, to apply for your commercial driver license you will need to:
 - a. Call a DMV CDL office and make an appointment for a driving test.
 - b. Arrange for the appropriate apparatus and accompanying licensed driver and go to the DMV.
 - c. Pass a pre-trip inspection and driving skills test.
9. Once the appropriate paperwork has been submitted, the DMV office will issue a temporary license. It is the employee's responsibility to contact the DMV if they have not received their permanent license within two weeks. This may be done by calling the Error Processing Division which may be obtained on CA DMV website.
10. Employees with Commercial Driver's License may downgrade to a Non-Commercial Class A, B, C license with Firefighter Endorsement by applying in person at a local DMV:
 - a. Completing a Driver License or Identification Card Application (DL 44) form.
 - b. Have the comment "firefighter endorsement valid" or an "F" firefighter endorsement on your driver record, or provide a completed Firefighter Endorsement Card (DL88)

REQUIREMENTS FOR OPERATING DISTRICT VEHICLES

Section: A100.04
Date Implemented: 10/27/98
Date Revised: 09/18/14
Page: 7 of 7

form, or provide an Original Firefighter Employment and Training Verification letter on fire department letterhead signed by the chief or designee.

- c. Have a valid DL 51 form on your driver license record.
- d. Pay the applicable fee.
- e. Pass any required knowledge test(s). A driving test is not required.

D. Take Home Vehicle

1. Employees assigned a District vehicle while on standby duty status may use may use the vehicle for the occasional incidental personal trip and business when necessary to maintain a state of readiness to enable such employee to provide emergency responses at any time. If the vehicle is approved for this use, the employee should be sensitive to public perception.
2. Employees, who have secondary duty or other emergency response responsibilities, will be assigned a take home vehicle and as such should be particularly sensitive to public perception. By maintaining their recall availability at all times, the driver will be viewed in public areas after hours and on weekends in civilian clothes, utilizing a District vehicle while conducting personal business or activities. Scheduling and/or participating in personal business should be avoided when possible while on secondary duty.
3. Care shall be used not to conduct any activity(s) that may place question the proper use of the District vehicle. If the secondary duty chief needs to take care of personal business or engage in activities which by their nature may call into question the appropriate use of the District's vehicle by the public, delaying the business or activity to a more appropriate time or transferring the secondary duty to another chief officer during that time should be utilized.

Revised 09/18/14



Rancho Santa Fe Fire Protection District

ADMINISTRATIVE POLICY AND PROCEDURES

GRATUITIES

Section: **A100.06**

Date Implemented: **03/03/97**

Date Revised: **09/18/14**

Page: **1 of 1**

FIRE CHIEF: _____

I. PURPOSE:

To establish a procedure for accepting gratuities.

II. RESPONSIBILITY:

A. It shall be the responsibility of all District personnel to adhere to this guideline.

B. It shall be the responsibility of the Deputy Chief or designee to distribute and/or forward the gratuity as specified in this guideline.

III. DEFINITIONS:

A. A "gratuity" is considered something given voluntarily or beyond obligation. Gratuities are broken down into the following categories:

1. Perishable: all baked or unsealed food items.
2. Non-Perishable: any item that can be shelved until appropriately distributed.
3. Designated: a gratuity given for a specific purpose.
4. Cash or money.

IV. SCOPE

A. This policy shall apply to all personnel within the District.

B. Nothing in this policy is intended to alter or modify State Law of gifts or gratuities for positions in the district that are required to report to the State.

V. PROCEDURE:

A. At no time shall a gratuity be solicited.

B. Cash donations should be discouraged. All cash/monies shall be turned over to the Operations Chief, who shall record the donation and distribute to the appropriate employee group (RSFFA or Admin).

C. Any gift or non-perishable gratuity (excluding Cash) with a specific designation (i.e. lunch, dinner gift certificates, etc.) shall be utilized on an individual or shift basis, for the purpose intended by the individual that gave the Donation.

D. All perishable gratuities with a specific designation shall be consumed by the designated individual or shift, (whenever possible, some perishables may not last until the designated shift returns to duty). Non-designated perishable gratuities (i.e. Christmas candy, etc.) shall

be divided among District personnel as deemed by the Fire Chief.

- E. Any type of non-designated tickets for special events (i.e. sporting events, etc.) shall be made available to District personnel. A random drawing will be utilized to disburse the tickets.



Rancho Santa Fe Fire Protection District

Administrative Policies and Procedures

ELECTRONIC MEDIA/COMMUNICATION EQUIPMENT USAGE

Section: **A100.08**

Page: 1 of 4

Date Implemented: 10/27/98

Date Revised: 10/01/06

Fire Chief: _____

I PURPOSE:

- A. To remain competitive, and better serve our customers, and give our employees the best tools to do their jobs, RSFFPD continues to adopt and makes use of new means of communication and information exchange. This means that many of our employees have access to one or more forms of electronic media and services, including computers, e-mail, telephones, cell phones, voice mail, fax machines, copy machines, printers, external bulletin boards, wire services, on-line services, and the internet.
- B. The use of these media resources is encouraged as they make communication more efficient and effective. They can also be valuable sources of information about vendors, customers, technology, and new products and services. However, all employees and everyone connected with the District should remember that electronic media and services provided by the District is District property and their purpose is to facilitate and support District business.

II SCOPE:

- A. This policy/guideline cannot lay down rules to cover every possible situation. Instead, it is designed to express the District's philosophy and set forth general guidelines employees should apply when using electronic media and services.
- B. The following guidelines apply to all electronic media and services that are:
 - 1. Accessed on/or from District premises, apparatus, vehicles.
 - 2. Accessed using District computer equipment or via District-paid access methods.
 - 3. Used in a manner that identifies the individual with the District.
- C. This guideline applies to the use of personal cell phones/pagers while the individual is on duty and/or during normal business hours.

III PROCEDURE

- A. Prohibited communication.
 - 1. Electronic media/communications cannot be used for knowingly transmitting, retrieving, or storing any communication that is:
 - a. Discriminatory or harassing
 - b. Derogatory to any individual or group
 - c. Obscene

**ELECTRIC MEDIA/COMMUNICATION
EQUIPMENT USAGE**

Section: **A100.08**

Page: 2 of 4

Date Implemented: 10/27/98

Date Revised: 10/01/06

- d. Defamatory or threatening
- e. Engaged in for any purpose that is illegal or contrary to District's policy or interests

2. Personal use.

- a. Electronic media/communications and services are provided by the District primarily for employees' departmental use. Limited, occasional, or incidental uses of electronic media (sending or receiving) for personal, non-business purposes are understandable and acceptable, with prior permission from an immediate supervisor. Employees are expected to demonstrate a sense of responsibility and not abuse this privilege, nor cause the District's funds to be spent as a result of personal use.

C. Access to employee communications.

- 1. Electronic information created and/or communicated by an employee using e-mail, word processing, utility programs, spreadsheets, voice mail, telephones, Internet and bulletin board system access, and similar electronic media generally is not monitored by the District. We respect the right of all employees and encourage "self-monitoring" by all employees and supervisors. However, the following conditions should be noted:
 - a. The District has the right to access or monitor employee communications directly. In addition, individual use patterns (for example, telephone numbers dialed, sites accessed, call length, and time at which calls are made), are monitored for the following purposes:
 - (1) Cost analysis
 - (2) Resource allocation
 - (3) Optimum technical management of information and resources
 - (4) Detecting patterns of use that indicate employees are violating District guidelines
 - b. The District reserves the right, at its discretion, to review any employee's electronic files and messages to the extent necessary to ensure electronic media and services are being used in compliance with the law, this guideline, and other District guidelines.
 - c. The employee should not assume electronic communications are totally private. Accordingly, if they have sensitive information to transmit, they should use other means.

D. General Guidelines

1. District/personal telephones and cell phones.
 - a. The District recognizes that some personal calls are necessary.
 - b. Employees are permitted to make and receive personal calls that are urgent or extremely difficult or impractical to schedule outside of work hours. Such calls should be infrequent and as brief as possible.
 - c. Employees should make their personal calls during meal or break periods, and not in any way interfere with District business, incoming or outgoing calls, tie up the last incoming line to the work location, or be excessive in length. Business calls should always supersede personal or non-business related calls.
 - d. Employees must pay for their personal long distance calls, including faxes. Employees should charge calls made at work to a credit card or personal calling card. Supervisors need to monitor long distance usage carefully.
 - e. Employees should avoid using telephone/cellular services that charge service fees, for example:
 - (1) Directory assistance
 - (2) Operator - assisted calls
 - (3) Fee-based numbers
 - f. Cellular phones should not be used for routine administrative business where use of a conventional telephone will suffice.
2. District computer system.
 - a. Only software licensed to the District can be installed on District computers. The "System Administrator" or his /her designee should install this software. The software must also comply with the manufacturer's license agreement and cannot be coupled to multiple personal computers unless permitted by the license agreement.
 - b. Employee owned software, shareware, or freeware cannot be installed on District computers (unless prior permission is obtained from the system Administrator). These guidelines will ensure that the District complies with federal laws, prevent the proliferation of illegal software, and protect the District from costly damage caused by "virus" or incompatible software.
 - c. Employees may not authorize anyone else to use their personal ID or password.

**ELECTRIC MEDIA/COMMUNICATION
EQUIPMENT USAGE**

Section: **A100.08**

Page: 4 of 4

Date Implemented: 10/27/98

Date Revised: 10/01/06

- d. Employees may not copy, rename, change, examine, or delete files (including programs, subroutine libraries, or data) that belong to someone else without prior authorization from that person. The absence of file protection does give persons other than the owner, the right to access a file.
- e. The Internet will not be used between the hours of 0730 - 1800 hours unless it is directly related to work assignments.



Rancho Santa Fe Fire Protection District

Administrative Policies and Procedures

“BELL OF DISTINCTION” AWARD PROCESS

Section: **A100.10**

Page: 1 of 3

Date Implemented: 05/01/04

Date Revised:

I PURPOSE

This guideline is to establish the parameters and process for the nomination and selection of a recipient for the Bell of Distinction award.

II RESPONSIBILITY

- A. It shall be the responsibility of the Board of Directors to accept or deny a nominee as a recipient of this award.
- B. It shall be the responsibility of the Fire Chief to select a “Nomination Committee” to suggest and/or review suggested honorees. The committee shall deliver the name and all pertinent information to the Board of Directors for selection.
- C. It shall be the responsibility of all employees to:
 - 1. Understand the concept of the award.
 - 2. Suggest worthy individuals to receive the award.

III SCOPE

This award shall be bestowed upon any citizen, employee, former employee or associate of the Fire District who has been deemed an exceptional example of unselfish generosity and/or community spirit in giving of their time and/or resources for the betterment of the communities served by the Fire District, in the interest of Fire Safety and Preparedness.

IV GUIDELINE/PROCEDURE

A. General Information

- 1. The Board of Directors may not select more than two (2) persons to be added to the Bell within any 12-month period.
- 2. The person(s) making the nomination to the Nominating Committee must provide documentation, either in 1st person attest or in printed media form as verification of the historic relationship between the nominee, the District and the community.
- 3. A written historical perspective must be provided by the nominator to the committee, identifying the specific reasons why it is felt that the nominee should receive the

award.

4. A name of a person may only be placed on the Bell once.
5. A name may be submitted multiple times, until selected.

B. Qualifications for the award

1. Only those individuals who have demonstrated substantial contributions to either the Fire District or the community shall be selected for the award.
2. A nominee must qualify in one of the following categories:
 - a. Citizen: must have lived within the Fire Protection District.
 - b. Employee: must be a current or former employee or Board member.
 - c. Associate: must have had a relationship with either the District or the community in which popular opinion would indicate that this person made a worthy contribution.
3. All nominees must be (or have been) a person in good standing with both the community and the Fire District.

C. Nomination Process

1. Any person (citizen or employee) may submit a name to be placed on the Bell. Submittals shall be in writing to the Fire Chief, with the following information provided:
 - a. Name of the nominee
 - b. Approximate dates the nominee performed or provided contributions.
 - c. Detailed information about the contributions, including news articles, first person testimonials, witnesses, etc.
2. The Fire Chief shall forward all submittals to the nomination committee.
3. Nomination Committee shall convene in order to review the submitted information. The committee shall also research the background information, adding documentation when possible. The Nomination Committee shall also conduct interviews with witnesses where possible to further document the claims.
4. The Nomination Committee shall then transmit all documents to the Fire Chief, with a letter stating either support or non-support of the nominee. The Nomination Committee must be in total agreement to support a nominee.
5. If the Nomination Committee supports the nominee, the Fire Chief shall convey all information to the Board of Directors, placing the award on the agenda for a regular

Board of Director's meeting.

6. Should the Nomination Committee not support the nominee, the Fire Chief shall convey their letter of non-support back to the person(s) making the original submittal.

D. Selecting the Name to appear on the Bell of Distinction

1. The Board of Directors shall review the submitted documentation to further determine the worthiness of the individual.
2. The Board of Directors may listen to members of the public during the meeting, where appropriate, in finding facts of the situation.
3. The Board may request additional investigation of the facts or additional information from staff members.
4. Upon completion of the public presentation(s), and upon complete review of the submittal, the Board of Directors will vote to accept the name to be placed on the Bell of Distinction.

E. Mounting of the Name Plate

1. Upon selection of the name by the Board of Directors, the Fire Chief shall cause a permanent nameplate, matching others existing on the Bell, to be purchased and mounted on the Bell.
2. A certificate, identifying the name of the person to receive the award and the date of the award, shall be printed and provided to the person or members of their family, attesting to their appointment as a person deserving the Bell of Distinction Award. In the event living heirs cannot be located, the certificate shall be delivered to the Rancho Santa Fe Historical Society for safekeeping.
3. All publicity regarding the placing of a person's name on the Bell of Distinction shall be in accordance with **Section 500.02 of the General Operations Manual (GOM)**.



Rancho Santa Fe Fire Protection District

ADMINISTRATIVE POLICY AND PROCEDURES

DISCIPLINE / RULES OF CONDUCT

FIRE CHIEF: _____

Section: **A200.02**

Date Implemented: **02/18/94**

Date Revised: **09/18/14**

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I. PURPOSE:

The efficient operation of the Rancho Santa Fe Fire Protection District ("District") is dependent on a well-disciplined, cohesive organization. The District understands that occasions may occur when an employee's performance and/or behavior must be modified in order to insure that the mission of the District is achieved. Discipline must be fair and consistent in order to affect the employee positively. Ideally, the goal of discipline is to correct poor performance or behavior and assist the employee in reaching his/her full potential.

II. RESPONSIBILITY:

- A. It shall be the responsibility of all employees to understand and apply this policy appropriately.

III. DEFINITIONS:

- A. **Counseling:** Interaction between a supervisor and a subordinate that addresses workplace deficiencies but that will not result in discipline. Counseling may be documented on Performance Activity Cards.
- B. **Discipline:** Any effort by the District to modify and/or eliminate negative employee behavior that results in a written reprimand, loss of pay, suspension, demotion, transfer for purposes of punishment, or termination.
- C. **Progressive Discipline:** A system in which one or more in a series of actions is taken by management and/or by supervisors in response to an employee's failure to meet work standards or to follow rules of conduct. These actions range from written reprimands to termination and may be increased in severity and formality if an offense is repeated. The concept of progression does not always apply. A serious first offense may result in severe disciplinary action, up to, and potentially including, termination. As an additional example, termination could properly follow a reprimand, where the subsequent behavior is egregious and notice was provided to the effect that termination would likely occur if misconduct was repeated.
- D. **Interrogation:** An interrogation is defined as requiring an employee to answer questions, whether orally or in writing, where answers to those questions may result in disciplinary action.
- E. **Focus Employee:** Any person who is either named in a complaint or suspected of violating any policies or procedures that could result in discipline.

- F. **Punitive Action:** Is defined by Government Code § 3251: “any action that may lead to dismissal, demotion, suspension, reduction in salary, written reprimand, or transfer for purposes of punishment.”
1. Written reprimand: A written reprimand may be issued upon a sustained finding that the focus employee violated District policy or procedure. Written reprimands are generally used for minor infractions. Appeals of a written reprimand are subject to the Informal procedures described in this policy.
 2. Transfer for the purpose of punishment.
 3. Demotion: demotion may be used in those instances where an employee is unwilling or unreasonably able to perform the responsibilities of the position in a satisfactory manner. Demotion is not to be used as a substitute for termination when termination is warranted.
 4. Suspension without pay: an employee will be suspended without pay upon a sustained finding for offenses warranting discipline greater than written reprimand but less than termination. The length of a suspension should not normally exceed thirty (30) days.
 5. Reduction in base salary: reduction in base salary is a disciplinary action used to decrease an employee’s salary within the current pay range. Salary reduction may be made on a permanent or temporary basis. Before a reduction in base salary is administered, an employee should be given prior written notice that his/her performance is below standard, and be given a reasonable opportunity to improve his/her job performance. A reduction base salary is normal imposed when an employee allows his/her performance to fall below standard and when the Fire Chief believes the employee will improve job performance as a result of the reduction in pay.
 6. Termination: an employee may be terminated upon findings of an allegation involving serious misconduct. An employee may also be terminated after repeated offenses of a less serious nature if the offenses have been documented and appropriate behavioral changes have not resulted from previous progressive disciplinary action.

IV. PROCEDURE

General Provisions

- A. Generally, employees and the District are best served when discipline is administered to correct actions rather than to punish.

- B. Generally, disciplinary action is not primarily intended to be punitive but rather to maintain efficiency and integrity of District service. The nature and severity of the offense and the employee's prior record shall be considered.
- C. Disciplinary action will be based on the "Progressive Discipline Method," when appropriate.
- D. Discipline documents shall not be removed from an employee's file except in accordance with the District's records retention policy.

Causes for Disciplinary Action

- A. The tenure of all District employees shall be based on reasonable standards of job performance and personal and professional conduct. Failure or refusal to meet these standards shall constitute just cause for disciplinary action. An employee with permanent (non-probationary) status in his/her current classification may be disciplined for the following causes, including but not limited to:
 - 1. Failure to meet reasonable performance standards and requirements.
 - 2. Use of alcohol or being under the influence of drugs on duty. Exception would be the use of over-the-counter or prescription drugs provided the Supervisor/Department Head is informed of all label, pharmaceutical, or manufacturer warnings relating to side effects of the drug where the side effects could affect work performance and provided the employee complies with such warnings.
 - 3. Illegal use or possession of alcohol, narcotics, controlled or illegal substances District facilities or reporting to work under the influence or with detectable levels of said substances or alcohol. Exception would be the accepting or exchange of alcoholic gifts or the use of products containing alcohol for the purposes of food preparation as long as the use is not in conflict with other section of this policy.
 - 4. Discourteous treatment of the public or other District employees.
 - 5. Conduct on the job that violates the common decency or morality of the community.
 - 6. Willful or negligent disobedience of any law, ordinance, rule, regulation, orders of one's supervisor, to include insubordination, or superior's lawful order.
 - 7. Refusal to take and subscribe to any oath or affirmation which is required by law or these rules in connection with his/her employment.

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8. Speaking critically or making derogatory or false accusations so as to discredit other employees or supervisors.
9. Failure to comply with the safety rules, standards, or regulations.
10. Misappropriation or damage to public property, or waste of public funds or property through negligent or willful misconduct.
11. Absence without approved leave.
12. Abuse of sick leave privileges by reporting sick when not sick, or obtaining sick leave pay falsely, or under false pretenses.
13. Failure to maintain, possesses, and/or utilizes the minimum qualifications required for the position.
14. Tardiness or excessive absences not protected by law or by District procedures.
15. Deception, fraud, or misrepresentations in the securing of a job appointment or promotion.
16. Failure to supply full information as to character, reputation, medical history or acts which, if known at the time of appointment, might have resulted in disqualification for the job to which appointment was made.
17. Falsification of an official statement or document.
18. Lying to supervisors in connection with one's position.
19. Divulging or misusing confidential information, including removal from *District* premises, without proper authorization, any employee lists, records, designs, drawings, or confidential information of any kind.
20. The use of profanity or abusive language towards a fellow employee, or a member of the general public while performing official duties as an employee.
21. Failure to pay court-recognized debts or make reasonable provisions for their payment.
22. Neglect of duties.
23. Conviction of a felony, serious misdemeanor, or any crime involving moral turpitude. A plea or verdict of guilty, or a conviction following a plea of nolo contendere, to a charge of a felony or any offense involving moral turpitude is deemed to be a conviction within the meaning of this section.

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24. Participating in a strike, work stoppage, slowdown, or sickout in violation of a memorandum of understanding.
25. Failure to cooperate with the implementation and application of the District's equal employment opportunity policies.
26. Improper withdrawal or limitation of service or any action which interferes with, or is disruptive of, the District's mission or public service.
27. Removal of District money, merchandise, or property, including property in custody of the District without permission.
28. Engaging in, condoning and/or facilitating sexual or other unlawful harassment or hazing of District employees or applicants.
29. Any action inconsistent with District policies or other officially promulgated rules and regulations of the District.
30. No District employee will conduct any personal business enterprise, on District premises, nor will district employees allow any other person to use District owned or leased facilities, equipment or supplies other than for the conduct of District business. Any use of staff, facilities, equipment, or supplies of the District for personal or private gain or pursuits is prohibited by this policy. On a case-by-case basis, the Chief or his/her designee may approve an exception to this policy.
31. The Rancho Santa Fe Fire Protection District, in recognitions of its unique geographical location, and the utilization of Welfare and Medi-Cal system by foreign nationals who are not legal residents of this County or Country, has adopted a Zero Tolerance policy in coaching undocumented immigrants.
 - a. Employees shall not coach, instruct, advise, or guide any Medi-Cal or Welfare clients or prospective clients who are undocumented immigrants on ways to obtain or qualify for Medi-Cal assistance.
 - b. Employees shall not support or provide funds to any organization engaged directly or indirectly in advising undocumented immigrants on ways to obtain or qualify for Medi-Cal assistance.

Investigation Process

- A. **Receipt of Allegations of Policy Violations:** Each company officer, chief officer and civilian supervisor will accept allegations of policy violations from the public, as well as from internal and anonymous sources. If applicable, the on-duty Battalion Chief shall immediately be notified of all allegations, which may require immediate attention.

- B. **Documentation of Allegations:** In incidents other than informal counseling sessions, the Battalion Chief shall direct the company officer or manager to complete a complaint form containing the following information:
1. The name of person(s)/employee(s) alleging misconduct.
 2. The date and time allegations were brought to the company officer's attention.
 3. The name(s) of employee(s) alleged to have violated policy.
 4. The name(s) of witnesses and/or witness employee(s).
 5. A synopsis of events as reported to or observed by the company officer or civilian supervisor, including dates, times, and locations.
 6. Any other pertinent information.
- C. **Assignment:** The Fire Chief or his/her designee shall determine if the investigation into allegations of misconduct should be handled at the company officer or chief officer level, and shall assign the investigation accordingly. Issues, such as the difficulty of the investigation and the potential severity of discipline, shall be considered when making the assignment. Where appropriate, investigations can be assigned to be conducted by third party, non-employees.
- D. **Tracking:** The Fire Chief or designee shall maintain a log of all assigned investigations into allegations of misconduct. These investigations shall be assigned a number for tracking purposes. The tracking number will be the date the alleged misconduct was reported to the Fire Chief, followed by the number of assignments for that date. For example, an investigation initiated as the result of alleged misconduct reported to a chief officer on March 9, 2010, would be assigned a tracking number of 3-09-10-1. A subsequent investigation reported on the same date would be assigned a tracking number of 3-09-10-2, and so on. Investigations resulting from a single incident involving multiple focus employees can be assigned one tracking number.
- E. **Policy Violation Preliminary Investigations:** Prior to conducting interviews, the assigned investigator shall obtain and review all pertinent information. Items, such as time sheets, overtime requests, written reports, CAD logs, MCT messages and e-mails, are essential to conducting a comprehensive and fair investigation. In instances where compiling this information requires the assistance of other employees, the investigator is encouraged to utilize supervisors who have access to the needed material. Using supervisors is essential in maintaining the integrity and confidentiality of the investigation. The investigator should, where appropriate, visit the scene(s) where the alleged misconduct took place in order to check for possible independent witnesses and video surveillance cameras of the area.

If possible and appropriate to the particular issue under investigation, all witness interviews should be conducted prior to the interview of the focus employee. All witness interviews shall be recorded by the investigator.

F. Notification of the Nature of the Investigation:

1. A Deputy Chief or his/her designee shall be responsible for the following:
 - a. The focus employee shall be notified of the nature of the investigation prior to the interrogation. (Utilize the “*Focus Member - Notification of Administrative Investigation Interview, Non-Criminal or Criminal Allegation*” Form). This notification shall include:
 - (i) The name, rank and command of the person in charge of the interrogation.
 - (ii) The name and rank of any additional interrogator.
 - (iii) The date, time and location of the interrogation.
 - (iv) A statement regarding the employee’s right to make his/her own recording of the interrogation.
 - (v) An order not to discuss the investigation with anyone other than his/her representative or the person in charge of the investigation.
 - b. Although the focus employee shall be made aware of the nature of the investigation prior to an interrogation, the focus employee does not have the right to review any statements, memos, recordings of witness interviews, or other investigative materials prior to his/her interrogation(s).

G. Interrogations (Focus Employee): The District shall strictly adhere to the regulations regarding interrogations of a focus employee, as defined in California Government Code Section 3250, et seq. (commonly referred to as the Firefighters Procedural Bill of Rights Act).

1. Prior to the interrogation, the focus employee will read a District admonishment. (Utilize the “*Focus Member - Administrative Investigation Interview Admonition Non- Criminal or Criminal Allegation*” Form)
2. No more than two interrogators will ask questions during the interrogation of a focus employee.
3. The interrogation shall be conducted at a reasonable hour, at a time when the employee is on duty, unless an imminent threat to the safety of the public requires otherwise. If the interrogation occurs during off-duty time of the employee being

interrogated, he/she shall be compensated for any off-duty time in accordance with the current Memorandum of Understanding regarding overtime.

4. The interrogating session shall be for a reasonable period taking into consideration the gravity and complexity of the issue being investigated. The employee being interrogated shall be allowed reasonable breaks to attend to his/her personal physical necessities.
5. A promise of reward shall not be made as an inducement to answering any questions.
6. Upon the filing of a formal written statement of charges, or whenever an interrogation focuses on matters that may result in punitive action against an employee, that employee, at his/her request, shall have the right to be represented by an attorney, union, or other representative of his/her choice who may be present at all times during the interrogation.
7. The District will provide the employee being interrogated with a formal grant of use immunity where required by California Government Code section 3253(e) (1). Use immunity bars a prosecutor from making direct use of the employee's statements in a subsequent criminal proceeding or from using information or any other evidence that was obtained indirectly or derived from the employee's statements against the employee. Use immunity is not the same as transactional immunity, which would bar a prosecutor from charging the employee with the crime that is the subject of the employee's statements. Consequently, a criminal prosecutor could still bring charges against the employee based on other evidence. To create the District's grant of use immunity, the employee will be ordered to answer all questions asked of the employee during the interrogation fully and truthfully. The employee's failure to do so will, in and of itself, constitute a disciplinable act of insubordination and will result in a recommendation of disciplinary action against, up to and including, dismissal. Discipline Policy section V., Cause for Disciplinary Action, subsection A., No. 7 provides that insubordination is a ground for discipline.
8. The investigator and the focus employee have the right to record all interrogations.
9. If it becomes necessary to re-interrogate a focus employee, that employee will be provided with a copy of the recording of his/her previous interrogation(s) prior to any further questions.
10. The District shall not cause an employee under interrogation to be subjected to visits by the press or news media without his/her express written consent. The employee's photograph, home address, telephone number or other contact

information shall not be given to the press or news media without his/her express written consent.

11. If, prior to or during the interrogation of an employee, it is contemplated that the employee may be charged with a criminal offense, he/she shall be immediately informed of his/her constitutional rights.
12. A focus employee shall not be loaned or temporarily reassigned to a location or duty assignment if another employee would not normally be sent to that location or would not normally be given that duty assignment under similar circumstances.

H. Witness Interviews (Employee):

1. Prior to the interview of a witness employee, they will read a District admonishment. (Utilize the “*Witness Member - Administrative Investigation Interview Admonition*” Form)

GUIDELINE

***WHEN DO THE PROCEDURAL INTERROGATION REQUIREMENTS OF
GOVERNMENT CODE § 3253 APPLY?***

A frequent dilemma arises when a supervisor is required to determine whether or not a “dialogue” about to be engaged in with an employee is a meeting that shall be governed by the above numerous procedural requirements of Government Code § 3253. The following guidelines shall be useful in making such a determination:

1. Is the employee “under investigation” regarding allegations of misconduct? If so, presume that Government Code § 3253 is applicable.
2. Presume that an employee is “under investigation” if at the time of your intended interview of the employee, any or all of the following exists: 1) you have information demonstrating that the employee has probably committed a crime, or 2) you have been provided information which, if true, would demonstrate that the employee has violated Department General Orders and could subject the employee to discipline, or 3) the supervisor has already commenced reviewing documents and/or interviewing witnesses in order to determine whether or not numbers 1 or 2 probably exist.
3. If the investigation and/or interrogation ***could lead to punitive action***, the requirements of Government Code § 3253 shall be adhered to.
4. The requirements of Government Code § 3253 ***do not apply*** where your contact with the employee is a counseling, instruction, informal verbal admonishment, or ***other routine or unplanned contact***.

5. If you have commenced an investigation of misconduct, have received allegations of misconduct, which if true, could lead to punitive action, and/or have commenced determining whether or not the allegations are accurate, your interaction with the firefighter ***is not routine or unplanned contact and Government Code § 3253 shall apply.***

EXAMPLES OF ROUTINE OR UNPLANNED CONTACT

Example #1 - A supervisor advises you that an engineer backed a piece of apparatus into a brick wall, damaging the rear bumper of the particular apparatus. You examine the particular apparatus, see no damage, contact the reporting employee and find out that the information provided to you was inaccurate, but that the engineer had instead almost backed into the brick wall. You plan to meet with the engineer and provide a caution as to being more careful while driving the apparatus. *In all likelihood, this is the type of routine or unplanned contact that you as a supervisor are expected to have with subordinate employees, and at the time of the planned meeting, it does not appear that the interview could result in punitive action.*

Example #2 - You are in the “day room” and observe a rude exchange between two firefighters regarding a political issue. To your knowledge, neither of these firefighters has ever been disciplined in the past regarding lack of respect to their colleagues. You intervene and speak separately with each individual and caution each employee to be more collegial in interactions with his/her colleagues. This too, is routine, unplanned contact that in these circumstances would not result in punitive action.

Example #3 - You were advised by a patient that while being treated, he saw a paramedic place a vial of morphine into his pocket. If this in fact occurred, it would likely be a crime and a violation of Department Rules and Regulations. You have interviewed the witness and have commenced examining records of medical supply inventory on the apparatus which the subject paramedic has had access to. You pass the paramedic in the hallway and ask him to come into your office, where you make inquiry as to whether or not he is having any “personal issues” or unusual stressors. *The procedural requirements of Government Code § 3253 would apply to this meeting inasmuch as an investigation has commenced; you have reasonable cause to believe that misconduct has occurred, and the interrogation could lead to punitive action.*

- I. **Investigative Report:** The assigned investigator will complete an investigative report (“Report”) documenting the allegations, the investigation and conclusions for each allegation, supported by a statement of facts. The completed report shall be delivered to the officer that assigned the investigation. An electronic copy of the report and all supporting documentation will be maintained in the employee’s Professional Standards

File. Where appropriate, the Fire Chief or designee will communicate to the affected parties the outcome of the investigation.

1. The report will determine that the allegation(s) were either
 - a. Sustained – The investigation revealed by a preponderance of evidence that the allegation occurred.
 - b. Not-Sustained – There was not a preponderance of evidence to establish that either the allegation occurred or did not occur.
 - c. Unfounded – The investigation revealed by a preponderance of evidence that the allegation did not occur. Any investigation resulting from an anonymous complaint must be found to be unfounded unless corroborated.
 - a. Exonerated – The investigation revealed that the action occurred but was not a violation of District policy.

Imposing Discipline

A. Pre-Disciplinary Action

When a non-probationary Firefighter is subject to “punitive action”, these pre-disciplinary procedures shall apply.

1. **Written Notice of Intent to Discipline**: prior to implementing any discipline under this rule, the employee shall be provided a written notice of intent to discipline which shall, at a minimum, be comprised of the following:
 - a. A statement of the disciplinary action that is proposed and the effective date.
 - b. A statement of the factual basis for said proposed action, including policy or rules violated.
 - c. The notice shall include as attachments all materials upon which the proposed action is based (with the exception of the employee’s personnel file which need not be attached but is available for inspection upon the Firefighter’s request).
 - d. A statement of the procedure for participating in a pre-disciplinary response to the proposed action.
 - e. A statement of the right to be represented by a representative and/or an attorney at any further proceedings.

2. **Responding to Notice of Intent to Discipline:** A Firefighter, who is notified of proposed discipline pursuant to this rule and desires to respond, shall do so at the time and place specified in the notification; however, in no event will the firefighter be afforded less than five (5) days to respond to the proposed discipline. Failure to respond in accordance with the notice of intent shall be deemed an intentional waiver of the right to submit an oral or written response to the proposed disciplinary action before the action is taken.
 - a. If the Firefighter or his/her designated representative respond as specified in the notice of intent to respond, the imposition of discipline shall be deferred until after the response is received, whether oral or written.
 - b. When the Firefighter requests to respond orally, the Fire Chief or his/her designee shall coordinate the scheduling of the conference, including: (1) the date, time, and place; and (2) forwarding of notices of information to all interested parties within ten (10) working days of the employee's request. The conference shall be conducted informally and shall be limited to presentation of information by and through the employee and/or his/her representative in response to the charges in the notice of intent to discipline.
 - c. The time limits set forth in this section may only be modified by mutual consent of the employee and the District.
 - d. In the District's discretion and subject to the affected pre-discipline conferences of individual employee's consent, employees subject to discipline may be consolidated where related or similar issues are present.
 - e. At the discretion of the Fire Chief or his/her designee, the employee may present extrinsic evidence at the pre-discipline conference, including witnesses.
 - f. Upon the conclusion of the pre-disciplinary conference and within 30 days of the District's final decision, but not less than forty-eight (48) hours prior to imposing discipline, the Fire Chief or his/her designee shall notify the employee in writing of the nature and extent of the discipline, if any, and the time of commencement thereof. The notice shall be in accordance with the provisions in this rule.
- B. Discipline Appeal Procedures
1. **Appeal of Punitive Action Not Involving Discharge, Demotion, Suspension (Less than 5 days), or Reduction in Base Pay – Informal Procedure**

Pursuant to Government Code section 11445.20, the following informal procedure shall be used for an appeal by a Firefighter of a punitive action not involving a discharge, demotion, suspension of more than five (5) days, or reduction in pay that is valued at more than a five (5) day suspension.

- a. Notice of Informal Hearing: this Discipline Policy shall serve as the notice of the District's election to proceed with an informal hearing and the District is not required to repeat this notice in connection with discipline identified in this section.
- b. Notice of Appeal: within five (5) calendar days of receipt by a Firefighter of a notice of punitive under section this section, the Firefighter shall notify the Deputy Fire Chief in writing of the Firefighter's intent to appeal the punitive action.

The notice of appeal shall specify the action being appealed and the substantive and procedural grounds for appeal.

- c. Presiding Officer: in an informal hearing under this section, the Fire Chief or his/her designee shall be the presiding officer. The Fire Chief or his/her designee shall conduct the informal hearing. The decision of the Fire Chief or his/her designee shall be final and binding and not subject to any further appeal.
- d. Procedure: the presiding officer shall set an informal hearing within fifteen (15) days from receipt of the Firefighter's notice of appeal. The District shall have the burden of proof, which shall be established by a preponderance of the evidence. The formal rules of evidence do not apply and the presiding officer may exclude evidence which is incompetent, irrelevant or cumulative. The District has determined cross-examination is not necessary for proper determination under the informal hearing procedure. However, the presiding officer has discretion to permit cross-examination of witnesses in the informal hearing if it is necessary for proper determination of the matter. The presiding officer may permit the parties to submit either oral or written closing arguments at the conclusion of the informal hearing. The hearing shall be recorded by a court reporter only if the discipline involves loss of compensation. All other hearings may be tape recorded at the request of the parties. The per diem cost of the court reporter shall be equally borne by the parties, and the cost of receiving a transcript of the hearing shall be borne by the party making the request.
- e. Representation: the Firefighter may be represented by an association representative or attorney of his or her choice at all stages of the

proceedings. The fees and costs associated with such representation shall be borne by the Firefighter.

- f. Decision: the presiding officer's decision shall be in writing pursuant to Government Code section 11425.50. The written decision shall be served on the employee and his or her attorney or representative. The date of mailing shall be the service date. The Firefighter shall be informed of his or her right to seek judicial review of the decision pursuant to Code of Civil Procedure section 1094.5.

2. **Appeal of Punitive Action Involving Discharge, Demotion, Suspension (More than 5 days), or Reduction in Pay – Formal Hearing**

Pursuant to Government Code section 11512, the following formal procedure shall be used for an appeal by a Firefighter of a punitive action involving a discharge, demotion, suspension of more than (5) days, or reduction in pay that is valued at more than a five (5) day suspension.

- a. Notice of Discipline: in the case of punitive action, the District shall personally serve the Firefighter with a final notice of discipline in the form of an Accusation, which shall state the Firefighter's request for a hearing must be received by the District within fifteen (15) calendar days after the Accusation is personally served on the Firefighter and their representative. The notice of discipline will include the specific instructions on how the Firefighter may request the appeal. If the Accusation is served by mail, then the request for hearing must be received by the District within fifteen (15) calendar days from the date of the Accusation. The District shall secure and retain proof of service of the notice of discipline.
- b. Accusation: the final notice of discipline, which may be issued upon the conclusion of any pre-disciplinary procedures, shall serve as the Accusation per Government Code section 11500 et seq. The discipline shall not be effective sooner than 48 hours from issuance of the final notice of discipline
- c. Notice of Defense: the Firefighter may appeal the discipline by submitting an appeal ("notice of defense" in accordance with Government Code section 11506) to the District's Administrative Manager within fifteen (15) calendar days of being served with the Accusation. The notice of defense may request a hearing, object to the Accusation, admit the Accusation in whole or in part, and/or present new matter by way of defense. The notice of defense shall be in writing, signed, and includes a current mailing address.

- d. Hearing: the Firefighter shall be entitled to a hearing if the notice of defense is timely filed with the District's Administrative Manager. Failure to timely file the notice of defense shall result in a waiver of the right to a hearing. Upon receipt of the notice of defense, the District shall contact the Office of Administrative Hearings to have the matter set for hearing.
- e. Conduct of Hearing: the Administrative Law Judge will conduct the hearing(s) as s/he deems necessary to determine the pertinent facts related to the disciplinary action. Such hearing(s) shall be closed to the public unless the employee requesting the hearing(s) requests in advance that the hearing(s) be open to the public. The employee(s) and District representative(s) shall have the right to appear before the Administrative Law Judge during such hearing and may have counsel present. If either party appears before the Administrative Law Judge, both parties shall be present.
 - (i) A record of the hearing shall be made and kept by a certified court reporter. The per diem fee of the certified court reporter shall be borne by the District. The cost of transcription shall be borne by the party ordering the transcript.
 - (ii) All fees and expenses of the Administrative Law Judge shall be borne by the District.
 - (iii) All fees and expenses related to the securing of a representative and/or legal counsel, witness fees and other expenses associated with representation and presentation of evidence shall be borne by the party at whose direction said expense is incurred.
 - (iv) The Administrative Law Judge shall hear and consider the evidence presented on behalf of the District which constitutes the grounds for the disciplinary action. The employee shall have the right to cross-examine any witness called. Thereafter, the employee shall have the opportunity to present any competent and relevant evidence and to be represented by an attorney or other person employed at the employee's expense in a representative capacity. The District shall be entitled to cross-examine any witnesses called by the employee.
 - (v) The hearing need not be conducted in strict conformity with the rules of evidence as applied in a court of law, but all parties shall observe the substance of the rules of evidence so that the matter may be determined upon reliable evidence. Hearsay that would be inadmissible in a civil or criminal proceeding cannot alone support a finding by the hearing officer. The Administrative Law Judge

shall admit evidence, including hearsay which is of such reliability that reasonable persons rely upon it in the conduct of serious matters such as the hearing. Discovery shall be conducted in accordance with the procedures described in Government Code section 11507.6.

- (vi) The burden of proof and production of evidence on the charges of discipline shall be borne by the District. The standard of proof shall be a preponderance of the evidence. The employee shall have the burden of proving any affirmative defenses.
- (vii) Not later than ten (10) calendar days prior to the commencement of the hearing, the parties shall exchange lists of witnesses each intends to call at the hearing and a list of documents to be introduced at the hearing. Copies of such documents shall be attached to the list. The documents shall be served on or before the tenth (10th) calendar day prior to the commencement of the hearing. Absent a showing of good cause, failure to comply with these requirements shall result in exclusion of witness testimony and/or rejection of exhibits not designated in the submissions. The disclosure requirements do not apply to rebuttal witnesses.
- (viii) The Administrative Law Judge shall be empowered to issue subpoenas for the production of persons and documents. The California Code of Civil Procedure, Evidence Code, and other applicable statutes shall apply to the validity and processing of subpoenas and to the method of service of the same.
- (ix) The Administrative Law Judge shall prepare and certify his/her advisory decision to the Fire Chief and employee. A copy of the advisory decision shall be provided to the employee's last known residential address with a proof of service regardless of the employee's representation by counsel or other.
- (x) The Board of Directors of the District shall receive the advisory decision and issue the final decision. The final decision of the Board of Directors shall become effective ten (10) calendar days after it is delivered or mailed to the employee.
- (xi) Should the need for a continuance of the hearing arise, the party requesting the continuance shall notify the parties within ten (10) calendar days of discovering the event or circumstances giving rise to the need for the continuance upon good cause. A continuance may be granted if the party seeking the continuance is not

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responsible for and has made a good faith effort to prevent the cause for the continuance.

- (xii) The Firefighter shall be informed of his or her right to seek a judicial review of the decision pursuant to Code of Civil Procedure section 1094.5.
- (xiii) Judicial review of the Board of Director's final decision shall be sought within the time provided for in California Code of Civil Procedure section 1094.6 (a petition for peremptory writ of mandate shall be filed no later than the 90th calendar day following the date on which the final decision is mailed by first-class mail, postage pre-paid, including a copy of the affidavit or certificate of mailing).
- (xiv) Formal hearing procedures not specifically identified in this policy shall be in accordance with the provisions of the California Administrative Procedure Act, Government Code section 11500, et seq.



Rancho Santa Fe Fire Protection District

ADMINISTRATIVE POLICY AND PROCEDURES

HARASSMENT, DISCRIMINATION, AND RETALIATION POLICY

Section: **A200.05**

Date Implemented: **03/15/91**

Date Revised: **09/05/13**

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FIRE CHIEF: _____

I. PURPOSE:

- A. To provide all Rancho Santa Fe Fire Protection District ("District") personnel with the District Policy regarding the prohibition of harassment in employment.
- B. To define harassment and discrimination in employment.
- C. To provide a procedural process for the determination and resolution of situations involving harassment and discrimination in employment.

II. RESPONSIBILITY:

- A. All District personnel shall be thoroughly familiar with and strictly adhere to the provisions of this Policy.
- B. The District has a zero tolerance policy for harassment and discrimination of employees, visitors, or contractors by managers, supervisors, co-workers, or third parties. The District will reasonably attempt to protect employees and non-employees from harassment and discrimination in the workplace.
- C. It is also unlawful to retaliate or take reprisals in any way against an employee who has articulated any concern about harassment or discrimination against him or her or against another individual.

III. POLICY:

- A. Conduct need not rise to the level of a violation of law to violate this Policy. Instead, a single act may violate this Policy and provide grounds for discipline, up to or including termination.
- B. Harassment or discrimination against an applicant or employee by a supervisor, management employee, elected or appointed official, co-worker, member of the public, or contractor on the basis of race, color, ancestry, religion, sex (including gender, gender identity, gender expression), national origin, physical or mental disability, sexual orientation, marital status, pregnancy, ancestry, medical condition (e.g., AIDS/HIV, history of cancer), genetic characteristics or information, age, or any other protected classification, will not be tolerated. For the purposes of this policy, hazing shall be construed as harassment. For further information, please refer to the District policy on Hazing.

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- C. This Policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, disciplinary action, layoff, recall, transfer, leave of absence, compensation, and training.
- D. Disciplinary action or other appropriate sanction up to and including termination will be instituted for engaging in prohibited behavior as defined below.
- E. Any retaliation against a person for filing a complaint or participating in the complaint resolution process is prohibited. Individuals found to be retaliating in violation of this Policy will be subject to appropriate sanction or disciplinary action up to and including termination.

IV. DEFINITIONS:

- A. ***Protected Classifications*** – This Policy prohibits harassment or discrimination because of an individual's protected classification. "Protected classification" includes race, color, ancestry, religion, sex (including gender, gender identity, gender expression), national origin, physical or mental disability, sexual orientation, marital status, pregnancy, ancestry, medical condition (e.g., AIDS/HIV, history of cancer), genetic characteristics or information, and age.
- B. ***Policy Coverage*** – This Policy prohibits the District, elected or appointed officials, officers, employees or contractors from harassing or discriminating against applicants, officers, officials, employees, or contractors because of: 1) an individual's protected classification; 2) the perception that an individual has a protected classification; or 3) the individual associates with a person who has or is perceived to have a protected classification.
- C. ***Discrimination*** – This Policy prohibits adverse action being taken because of the individual's protected classification as defined in this Policy. A non-inclusive description of prohibited adverse action is set forth in Section D, below.
- D. Harassment includes, but is not limited to, the following types of conduct that occurs because of a person's protected classification.
 - 1. ***Speech*** – For example: epithets, derogatory comments, slurs, offensive noises, remarks about a person's protected class status, or propositioning on the basis of a protected classification. This might include inappropriate comments on appearance, including dress or physical features, or dress consistent with gender identification, or race-oriented stories and jokes, propositioning, leering, making implied or explicit job threats or promises in return for submission to physical acts

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2. ***Physical Acts*** – For example: assault, , impeding or blocking movement, offensive touching, any physical interference with normal work or movement, or any other unwanted physical contact. This includes pinching, patting, and grabbing.
3. ***Visual Acts*** – For example displaying in such a manner that material can reasonably be seen by a third party (including an employee): derogatory pictures, posters, notices, bulletins, cartoons, calendars, graffiti, objects, emails, promotional materials, or drawings related to a protected classification. This includes displaying these items on computer monitors in public areas.
4. ***Sexual Harassment*** –
 - a. Unwelcome sexual advances, requests or demands for sexual favors, and other visual, verbal or physical acts of a sexual nature where submission to or rejection of the conduct is used as the basis for employment decisions, or where the conduct is intended to or actually does unreasonably interfere with an individual's work performance or creates an intimidating, offensive, or hostile work environment;
 - b. Preferential treatment or promises of preferential treatment to an employee for submitting to sexual conduct, including soliciting or attempting to solicit any employee to engage in sexual activity for compensation or reward.
5. ***Other Forms of Harassment*** –
 - a. Subjecting, or threats of subjecting, an employee to unwelcome attention, conduct, actions, or intentionally making performance of the employee's job more difficult because of the employee's protected class status;
 - b. Discriminatory assignment to tasks, which are considered undesirable, or performance of defamatory or embarrassing acts which are non-essential to performance of any aspect of the employee's job description;
 - c. Preferential treatment of non-protected class employees via assignment to tasks/activities, which are considered desirable and a privilege to the detriment of a protected class.

V. COMPLAINT PROCEDURE/GUIDELINE:

- A. An employee, job applicant, or contractor who believes he or she has been harassed shall inform the District verbally or in writing as soon as possible. The complaint shall be made to either of the following:
 1. ***Complaint Advisors*** - The Rancho Santa Fe Fire Protection District's Chief Officers will be available to receive harassment complaints. Any Chief Officer who receives a discrimination or harassment complaint should notify the Fire Chief immediately.

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- B. Upon receiving notification of a harassment complaint, the Chief Officer shall:
1. Authorize the Deputy Chief or their designee, to initiate an investigation of the complaint. The investigation will include interviews with: 1) the complainant; 2) the accused harasser; and 3) other persons who have relevant knowledge concerning the allegations in the complaint.
 2. Review factual information collected to determine whether the alleged conduct constitutes harassment, discrimination, or retaliation giving consideration to all factual information and the totality of circumstances, including the nature of the conduct and the context in which the alleged incidents occurred.
 3. Report a summary of the determination as to whether harassment occurred to appropriate persons, including the complainant, the alleged harasser, the supervisor, and the department head. If discipline is imposed, the level of discipline will not be communicated to the complainant.
 4. If conduct in violation of this Policy occurred, take and/or authorize prompt and effective remedial action. The remedial action will be commensurate with the severity of the offense.
 5. Take reasonable steps to protect the complainant from further harassment, discrimination, or retaliation.
 6. Take reasonable steps to protect the complainant from retaliation as a result of communicating the complaint.
- C. The Chief Officer shall transmit a completed investigation to the Fire Chief who shall then be responsible for taking appropriate corrective action.
- D. ***Option to Report to Outside Administrative Agencies*** – An individual has the option to report harassment, discrimination, or retaliation to the U.S. Equal Employment Opportunity Commission (EEOC) and/or the California Department of Fair Employment and Housing (DFEH). These administrative agencies offer legal remedies and a complaint process. The nearest offices are listed in the government section of the telephone book or employees can check the posters that are located on employer bulletin boards for office locations and telephone numbers.
- E. ***Confidentiality*** – Every reasonable effort will be made to protect the privacy of parties involved in a complaint. However, confidentiality cannot occur in all circumstances due to the need to fully investigate and the duty to take effective remedial action. As a result, confidentiality will be maintained to the extent reasonably possible. An individual who is interviewed during the course of an

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investigation is prohibited from discussing the substance of the interview, except as otherwise directed by a supervisor or the Fire Chief. Any individual who discusses the content of an investigatory interview will be subject to discipline or other appropriate sanction. The employer will not disclose a completed investigation report except as it deems necessary to support a disciplinary action, to take remedial action, to defend itself in adversarial proceedings, or to comply with the law or court order.



Rancho Santa Fe Fire Protection District

ADMINISTRATIVE POLICY AND PROCEDURES

HIPAA PRIVACY RULES

Section: **A500.07**

Date Implemented: **09/29/03**

Date Revised: **11/01/06**

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FIRE CHIEF: _____

I. PURPOSE:

- A. To define HIPAA Privacy Rules and Protected Health Information.
- B. To establish obligations of District Personnel to maintain privacy of all patient information and identify who has the right to such information, in compliance with Federal Regulations.

II. RESPONSIBILITY:

- A. It shall be the responsibility of each EMS Provider to provide confidentiality and security of Protected Health Information. The following administrative personnel will manage all concerns and operations.
 - The **Privacy Officer** is the Training B/C
 - The **Security Officer** is the Operations Chief
 - The **Compliance Officer** is the Fire Chief
 - The **Custodian of Records** is the Administrative Manager (or designee).

III. SCOPE:

- A. This policy will apply to all District Personnel.

IV. DEFINITION OF TERMS:

- A. **HIPAA-** Health Insurance Portability & Accountability Act of 1996
- B. **PHI-** Protected Health Information:
 - 1. Any health information that relates to past, present or future physical or mental health conditions
 - 2. Any health information that includes identification of an individual
 - 3. Financial information related to payment of health care services that identifies an individual
 - 4. Regulations will be enforced by the Department of Health and Human Services
- C. **Report Forms-** Pre-Hospital Run Sheet, Against Medical Advice, Release Form, Notice of Privacy Practices Form, First Responder Form, & Initial Dispatch Form.
- D. **Security Label-** Label that is attached to flap of envelope to ensure security of PHI.

Label will identify incident number, date sent, and signature of sender.

- E. **Record Envelope-** Colored envelope used to secure Paper Report Forms following all incidents.
- F. **HIPAA File Folder-** Colored file folder used to store and transmit Record Envelopes. Each folder will be labeled with appropriate Station and Shift.
- G. **DPAHC-** Durable Power of Attorney for Health Care
- H. **NPP-** Notice of Privacy Practices
- I. **Minimum Necessary Information** - PHI should be limited to the amount of Information that is reasonably necessary to meet the purpose of the requested information.

V. **PROCEDURE:**

- A. Revised incident guidelines for patient health information:
 - 1. All patient contacts will require that the patient be given a copy of the District's NPP. The NPP should be signed by the patient or patient representative whenever possible. The Captain/FFPM will document receipt of the NPP in the incident report (RMS), AMA, and/or EMS form (if applicable).
 - 2. Paper Report Forms will be secured in a closed container and/or colored shift HIPAA File Folder. (Each shift has own colored HIPAA File Folder).
 - 3. Report Form must remain out of view of anyone not authorized to see the report. (see C.1)
 - 4. At the close of each incident, the Captain shall cause all appropriate forms to be placed into the appropriate record envelope by incident number.
 - 5. After each incident, the Captain/PM will place all record envelopes into his/her HIPAA shift file folder, and into a locked drawer at each station.
 - 6. Upon entering information into the RMS report, forms other than an AMA (if applicable), signed NPP, First Responder claim form or Pre-Hospital Patient Record will be destroyed by shredding.
 - 7. If an EMS Bubble form is used, the Captain/PM shall mail the Hospital Copy to the receiving hospital in a sealed envelope, using the hospital mailing labels provided. If patient was not transported but an EMS form was completed, the Hospital Copy should be mailed to the Base Hospital.
 - 8. The Captain/PM shall place any retained forms: AMA (if applicable), signed NPP, EMS Form (Agency Copy and EMS Copy), and First Responder Claim Fund form, etc. into a Record Envelope. The Record Envelope shall be sealed and a security label affixed; noting the incident number, date sent, and signature of sender. The

Record Envelope is then placed in the HIPAA File Folder and delivered to the Privacy Officer. Privacy Officer shall ensure that these forms are stored in a locked location under their control.

9. Privacy Officer shall distribute the Pre-Hospital Patient Record, sending the EMS copies once per month to the appropriate location, via mail. The Agency Copy shall be copied, with a copy placed in a sealed Record Envelope with Security label and sent to Peer Review Committee Chairperson. The Peer Review Committee Chairperson shall ensure that the copies sent to him/her are maintained in a locked location. Upon review by the Peer Review Committee, those copies shall be shredded.
 10. Privacy Officer shall place the AMA Form, signed NPP, and original Agency Copy into a sealed Record Envelope noting incident number, date envelope is sealed and his/her signature. Sealed Record Envelope to be then placed in locked cabinet for not less than a 7-year period.
 11. Privacy Officer shall send the First Responder Forms once per month to the appropriate location via mail.
- B. Protected Health Information can be shared under the following circumstances:
1. Information can be shared with dispatch, RSFFPD personnel, air or ambulance transport personnel, and hospital personnel, directly involved with patient care- if needed to complete a task.
 2. Information will be provided to San Diego County EMS upon request by law.
 3. Information will be provided to Public Health Authorities for the purpose of preventing or controlling disease, injury or disability.
- C. Law Enforcement Disclosure:
1. If laws require reporting of certain types of injuries (Burns, firearms, abuse, etc.) to a law enforcement officer, you may do so.
 2. If you have information necessary to alert law enforcement to the commission or location of a crime or to assist in identifying a perpetrator, you may disclose only pertinent and appropriate information.
 3. Information can be shared when requested by court order, warrant or grand jury subpoena.
- D. Disclosure to family members:
1. Families are not entitled to PHI unless they have a DPAHC or they are directly relevant to the care of the patient or the payment for services.
 2. Parents are not entitled to PHI regarding their minor child if disclosure is related to pregnancy, STD (sexually transmitted disease), rape or sexual assault.
- E. Incidental Disclosure:

1. *Disclosures that cannot be reasonably prevented (for example, on scene in a public area) are permissible under HIPAA.*

F. Changes in EMS Documentation:

1. HIPAA requires providers to give patients a Notice of Privacy Practices (NPP) when it is practical to do so after an emergency situation has ended.
2. Our obligation is to make an attempt to deliver the NPP to the patient.
3. Patients who are clearly in no distress and who are competent to understand and sign the NPP should do so.
4. **All Non-Emergency situations, AMA's, and Releases must have an NPP signed.**
5. Unaccompanied minors may be given the NPP if it is reasonable to expect the minor will understand it.

G. EMT and Paramedic Students do not need to be limited to PHI as long as the following criteria is met:

1. Students must be trained on HIPAA and RSFFPD privacy rules.
2. Students must sign a statement of confidentiality agreement.

H. Individuals (other than students) who are "Riding Along" shall be provided HIPAA and RSFFPD privacy rules (Attachment A). Ride-Along must also sign a confidentiality agreement (Attachment B).

Attachment A

NOTICE OF PRIVACY PRACTICES OF RANCHO SANTA FE FIRE PROTECTION DISTRICT (THE "ORGANIZATION")

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

Your health information is personal, and we are committed to protecting it. Your health information is also very important to our ability to provide you with quality care, and to comply with certain laws. This Notice applies to all records about your care that our personnel create. (Your physician may have different policies and a different notice regarding your health information that is created in the physician's office.) In addition, the hospital at which you receive care may also have different policies and a different Notice regarding your health information.

- I. We Are Legally Required to Safeguard Your Protected Health Information.
We are required by law to:
 - A. maintain the privacy of your health information, also known as "protected health information" or "PHI;"
 - B. provide you with this Notice, and
 - C. comply with this Notice.

- II. Future Changes to Our Practices and This Notice.
We reserve the right to change our privacy practices and to make any such change applicable to the PHI we obtained about you before the change, as well as to information we receive in the future. If a change in our practices is material, we will revise this Notice to reflect the change. You may obtain a copy of any revised Notice by contacting the Fire Chief at (858) 756-5971. We will also make any revised Notice available in our Organization web site: www.rsf-fire.org.

- III. How We May Use and Disclose Your Protected Health Information.
The law requires us to obtain your prior authorization for some uses and disclosures. In other circumstances, the law allows us to use or disclose PHI without your authorization. This Section III gives examples of each of these circumstances.
 - A. Uses and Disclosures that do not Require Your Authorization. We may use or disclose your PHI to provide treatment to you or in order for others to provide treatment to you. For example, we may disclose your PHI to physicians, nurses, and other health care personnel who are involved in your care. We may also use or disclose your PHI to your insurance carrier in order to get paid for treatment provided to you. For example, we may use your PHI to create the bills that we submit to the insurance company, or we may disclose certain portions of your PHI to our business associates who perform billing and claims processing or other services for us. We may also disclose your PHI to another health care provider or insurance company for their payment-related activities, such as to get paid for treatment provided to you or to process claims under your health insurance plan.
We may also use or disclose your PHI for our operations related to health care. For example, we may use your PHI to evaluate the quality of care you received from us, or to evaluate the performance of those involved with your care. We may also provide your PHI to our attorneys, accountants and other consultants to make sure we are complying with the laws that affect us. In addition, we may also disclose your PHI to another health care provider, health insurance plan or health care clearinghouse for purposes of their operations related to health care. However, we will only do so if they have or have had a relationship with you and if the PHI they request pertains to that relationship. In addition, we will disclose your PHI to these third parties for limited purposes only, such as for them to conduct quality improvement activities, or to review the performance of a health care provider, or for training purposes.

There are stricter requirements for use and disclosure for some types of PHI, for example, drug and alcohol abuse patient information and HIV tests. However, there are still limited circumstances in which these types of information may be used or disclosed without your authorization.

- B. Uses and Disclosures That Require Us to Give You the Opportunity to Object. If you do not object, we may provide relevant portions of your PHI to a family member, friend or other person you indicate is involved in your health care or in helping you get insurance coverage or otherwise provide for payment for your health care. We may use or disclose your PHI to notify your family or personal representative of your location or condition. In an emergency or when you are not capable of agreeing or objecting to these disclosures, we will disclose PHI as we determine is in your best interest, but will give you the opportunity to object to future disclosures to family and friends if possible. Unless you object, we may also disclose your PHI to persons performing disaster relief activities.
- C. Certain Uses and Disclosures Do Not Require Your Authorization. The law allows us to disclose PHI without your authorization in the following circumstances:
- (1) **When Required by Law.** We disclose PHI when we are required to do so by federal, state or local law.
 - (2) **For Public Health Activities.** For example, we disclose PHI when we report adverse reactions to a drug or medical device, or to notify a person who may have been exposed to a disease in compliance with applicable law. We may also report PHI to the local emergency medical services agency in connection with its oversight role over ambulance services. We may also use and disclose your PHI as necessary to comply with federal and state laws that govern workplace safety.
 - (3) **For Reports About Victims of Abuse, Neglect or Domestic Violence.** We will disclose your PHI in these reports only if we are required or authorized by law to do so, or if you otherwise agree.
 - (4) **To Health Oversight Agencies.** We will provide PHI as requested to government agencies that have authority to audit or investigate our operations.
 - (5) **For Lawsuits and Disputes.** If you are involved in a lawsuit or dispute, we may disclose your PHI in response to a court order or administrative order. We may also disclose your PHI in response to a subpoena or other lawful process by someone else involved in the dispute, but only if efforts have been made to tell you about the request (which may include written notice to you) or to obtain a court order that will protect the PHI requested.
 - (6) **To Law Enforcement.** We may release PHI as permitted by law if asked to do so by a law enforcement official, in the following circumstances: (a) in response to a court order issued by a court in the county where the records are located, grand-jury subpoena, court-ordered warrant, administrative request or similar process; (b) to identify or locate a suspect, fugitive, material witness or missing person; (c) about the victim of a crime if, under certain limited circumstances, we are unable to obtain the person's agreement; (d) about a death we believe may be due to criminal conduct; (e) about criminal conduct at our facility; and (f) in emergency circumstances, to report a crime, its location or victims, or the identity, description or location of the person who committed the crime.
 - (7) **To Coroners, Medical Examiners and Funeral Directors.** We may disclose PHI to facilitate the duties of these individuals.
 - (8) **To Organ Procurement Organizations.** We may disclose PHI to facilitate organ donation and transplantation.
 - (9) **To Avert a Serious Threat to Health or Safety.** We may disclose your PHI to someone who can help prevent a serious threat to your health and safety or the health and safety of another person or the public.
 - (10) **For Specialized Government Functions.** For example, we may disclose your PHI to authorized federal officials for intelligence and national security activities that are authorized by law, or so that they may provide protective services to the President or foreign heads of state or conduct special investigations authorized by law.

- (11) To Workers' Compensation or Similar Programs. We may provide your PHI to these programs in order for you to obtain benefits for work-related injuries or illness.
- (12) If you are an inmate of a correctional institution or under the custody of a law enforcement official, we may release your PHI to the correctional institution or law enforcement official as necessary for the institution to provide you with health care, to protect your health or safety or that of others or for the safety and security of the correctional institution.

IV. Other Uses and Disclosures of Your Protected Health Information.

Other uses and disclosures of your PHI that are not covered by this Notice or the laws that apply to us will be made only with your written authorization. If you give us written authorization for a use or disclosure of your PHI, you may revoke that authorization, in writing, at any time. If you revoke your authorization we will no longer use or disclose your PHI for the purposes specified in the written authorization, except that we are unable to take back any disclosures we have already made with your permission. In addition, we can use or disclose your PHI after you have revoked your authorization for actions we have already taken in reliance on your authorization. We are also required to retain certain records of the uses and disclosures made when the authorization was in effect.

V. Your Rights Related to Your Protected Health Information.

You have the following rights:

- A. The Right to Request Limits on Uses and Disclosures of Your PHI. You have the right to ask us to limit how we use and disclose your PHI, as long as you are not asking us to limit uses and disclosures that we are required or authorized to make to the Secretary of the Department of Health and Human Services, related to our facility's patient directory, or the disclosures described in Section III, above. Any such request must be submitted in writing to our Compliance Officer. We are not required to agree to your request. If we do agree, we will put it in writing and will abide by the agreement except when you require emergency treatment.
- B. The Right to Choose How We Communicate With You. You have the right to ask that we send information to you at a specific address (for example, at work rather than at home) or in a specific manner (for example, by e-mail rather than by regular mail, or never by telephone). We must agree to your request as long as it would not be disruptive to our operations to do so. You must make any such request in writing, addressed to our Compliance Officer.
- C. The Right to See and Copy Your PHI. Except for limited circumstances, you may look at and copy your PHI that may be used to make decisions about your care if you ask in writing to do so. Any such request must be addressed to our Custodian of Records. In certain situations, we may deny your request, but if we do, we will tell you in writing of the reasons for the denial and explain your rights with regard to having the denial reviewed. If you ask us to copy your PHI, we will charge you 50 cents for each page. Alternatively, we may provide you with a summary or explanation of your PHI, as long as you agree to that and to the cost, in advance.
- D. The Right to Correct or Update Your PHI. If you believe that the PHI we have about you is incomplete or incorrect, you may ask us to amend it. Any such request must be made in writing detailing why you think the amendment is appropriate. In addition, the following procedures apply:

We will not process your request if it is not in writing or does not tell us why you think the amendment is appropriate. We will inform you in writing as to whether the amendment will be made or denied. If we agree to make the amendment, we will ask you whom else you would like us to notify of the amendment. We may deny your request if you ask us to amend information that:

- (1) was not created by us, unless the person who created the information is no longer available to make the amendment;
- (2) is not part of the PHI we keep about you;
- (3) is not part of the PHI that you would be allowed to see or copy; or
- (4) is determined by us to be accurate and complete.

HIPAA PRIVACY RULES

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Date Revised: 11/01/06
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If we deny the requested amendment, we will tell you in writing how to submit a statement of disagreement or complaint, or to request inclusion of your original amendment request in your PHI.

Any request covered by this paragraph D. must be made in writing and must be addressed to our Custodian of Records.

- E. The Right to Get a List of the Disclosures We Have Made. You have the right to get a list of instances in which we have disclosed your PHI. The list will not include certain disclosures, such as disclosures we have made for treatment, payment and health care operations purposes, those that are a byproduct of another use or disclosure permitted under our privacy policies or by law, those made under an authorization provided by you, those made directly to you or your family or friends or through our facility directory, or for disaster relief purposes. Neither will the list include disclosures we have made for national security purposes or to law enforcement personnel, or disclosures made before April 14, 2003.

Your request for a list of disclosures must be made in writing and be addressed to our Custodian of Records. The list we provide will include disclosures made within the last six years (except not for those made prior to April 14, 2003) unless you specify a shorter period. The first list you request within a 12-month period will be free. You will be charged our costs for providing any additional lists within the 12-month period.

- F. The Right to Get a Paper Copy of This Notice. Even if you have agreed to receive the Notice by e-mail, you have the right to request a paper copy as well. You may obtain a paper copy of this Notice by contacting Custodian of Records at (858) 756-5971. The Notice is also available in our Rancho Santa Fe Fire Protection District website at www.rsf-fire.org.

VI. Complaints.

If you believe your privacy rights have been violated, you may file a complaint with us or with the Secretary of the federal Department of Health and Human Services. To file a complaint with us, put your complaint in writing and address it to the Fire Chief, at Rancho Santa Fe Fire Protection District, P/O/ Box 410, Rancho Santa Fe, CA 92067. We will not retaliate against you for filing a complaint. You may also contact our Compliance Officer if you have questions or comments about our privacy practices.

Effective Date: April 14, 2003.

Attachment B

Rancho Santa Fe Fire Protection District

Confidentiality Agreement for Protected Health Information

I _____, have read and understand the Rancho Santa Fe Fire Protection District's (RSFFPD) policies regarding the privacy of individually identifiable protected health information (PHI), as mandated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). In addition, I acknowledge that I have received training in RSFFPD's policies concerning PHI access, use, disclosure, storage and destruction as required by HIPAA.

Pursuant to state regulations under the California Civil Code section 56 et seq. and the federal regulations under the Health Insurance Portability and Accountability Act, I agree to keep protected health information confidential as required by such regulations.

Dated: _____

(Signature)

(Print Name)

RESOLUTION NO. 2014-13

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE RANCHO SANTA FE FIRE PROTECTION DISTRICT DESIGNATION OF APPLICANT'S AGENT RESOLUTION FOR NON-STATE AGENCIES

BE IT RESOLVED BY THE Board of Directors of the Rancho Santa Fe Fire Protection District that

Fire Chief (the title), or Deputy Chief (the title)

is hereby authorized to execute for and in behalf of the Rancho Santa Fe Fire Protection District, a public entity established under the laws of the State of California, this application and to file it in the California Emergency Management Agency for the purpose of obtaining certain federal financial assistance under P.L. 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

THAT, the Rancho Santa Fe Fire Protection District, a public entity established under the laws of the State of California, hereby authorizes its agent(s) to provide to the California Emergency Management Agency for all matters pertaining to such state disaster assistance the assurances and agreements required.

THAT, this is a universal resolution and is effective for all open and future disasters, up to three (3) years following the date of adoption.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Rancho Santa Fe Fire Protection District on October 8, 2014 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

James H. Ashcraft
President

ATTEST:

Karlana Rannals
Secretary

STAFF REPORT

NO. 14-26

TO: BOARD OF DIRECTORS
FROM: TONY MICHEL, FIRE CHIEF
SUBJECT: RESOLUTION 2014-14
DATE: OCTOBER 3, 2014



RECOMMENDATION

Approve the updated resolution establishing salaries and benefits for management personnel.

STAFF ANALYSIS

District employees accrue vacation leave at various levels depending on years of service. State law requires that employees be compensated for unused vacation leave when they exit employment with the District.

The subject resolution was amended to add language to **X. Vacation, Sections 10.02 thru 10.05** to allow the District to buy out vacation leave in excess of 80 hours for non-shift or 112 hours for shift management personnel, upon request. To the extent that an employee has his or her vacation cashed out, it is taxable compensation. In addition, it is illegal to include vacation buy-outs when an employee's pension is calculated. Since vacation buy-outs vary from year-to-year, these amounts are treated by the District as special, one-time occurrences and will not be included as regular, recurring compensation.

The option to cash out vacation is a recommended best management practice that will limit the amount of vacation leave that an employee may accumulate. In addition, this practice allows the District to avoid the accumulation of large unfunded liabilities.

RESOLUTION No. 2014-14

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE RANCHO SANTA FE FIRE PROTECTION DISTRICT ESTABLISHING SALARIES AND BENEFITS FOR MANAGEMENT PERSONNEL

BE IT RESOLVED that the Board of Directors of the Rancho Santa Fe Fire Protection District does hereby authorize the following salary ranges and benefits for management personnel effective October 9, 2014.

I. SALARIES (FLSA Exempt)

1.01 The following salary range for the positions identified is as follows:

| <i>Position</i> | <i>Range/Annual Salary</i> | |
|------------------------|----------------------------|-----------|
| Fire Chief | \$158,419 | \$192,560 |
| Deputy Chief | \$130,229 | \$158,295 |
| Battalion Chief | \$112,927 | \$137,264 |
| Fire Marshal | \$114,619 | \$139,320 |
| Administrative Manager | \$ 90,024 | \$109,425 |

II. RETIREMENT

2.1 Retirement (Safety): the District shall retain a retirement plan with the Public Employees Retirement System (PERS) 3% @ 50 plan for all employees hired before March 31, 2012. The retirement plan shall include all statutory benefits listed in Government Code Section 20840(e) and the following optional benefits:

- a. One-Year Final Compensation
- b. 1959 Survivor Benefit – Fourth Level

Note: Government Code Section 20840(e) includes but not limited to: 1) pre-retirement optional settlement 2 death benefit; 2) conversion of unused sick leave to retirement service credit; 3) ability for members to convert, at their own expense, prior military service and prior public service to CalPERS retirement service; and 4) local system service credit included in the basic death benefit.

2.2 All employees enrolled in the CalPERS 3% @ 50 plan, the employee will contribute 100% of the employee's contribution for all reportable wages. The employee will contribute \$2 per month towards the cost of the 1959 Survivor Benefit - Fourth Level.

2.3 All safety employees hired after July 1, 2012 the District shall retain a retirement plan with the Public Employee Retirement System (PERS) 3% @ 55 plan. The retirement plan shall include all statutory benefits listed in Government Code Section 20840(e) and the following optional benefit:

- a. 1959 Survivor Benefit – Fourth Level

Note: Government Code Section 20840(e) includes but not limited to: 1) pre-retirement optional settlement 2 death benefit; 2) conversion of unused sick leave to retirement service credit; 3) ability for members to convert, at their own expense, prior military

service and prior public service to CalPERS retirement service; and 4) local system service credit included in the basic death benefit.

2.4 All employees enrolled in the PERS 3% @ 55 plan, the employee will contribute 100% of the employee's contribution for all reportable wages. The employee will contribute \$2 per month toward the cost of the 1959 Survivor Benefit – Fourth Level.

2.5 Employee contributions for employees entering membership on or after January 1, 2013 and subject to the California Public Employees' Pension Reform Act of 2013 (PEPRA) will be determined by CalPERS.

2.6 The District agrees to report member contributions as taxed deferred for all employees enrolled in the CalPERS plans.

2.7 Retirement (Non-safety): the District shall retain a retirement plan with the Public Employees Retirement System (PERS) 2.7% @ 55 plan for all employees hired before April 1, 2012. The retirement plan shall include all statutory benefits listed in Government Code Section 20840(e) and the following optional benefits:

- a. One-Year Final Compensation
- b. 1959 Survivor Benefit - Fourth Level

Note: Government Code Section 20840(e) includes but not limited to: 1) pre-retirement optional settlement 2 death benefit; 2) conversion of unused sick leave to retirement service credit; 3) ability for members to convert, at their own expense, prior military service and prior public service to CalPERS retirement service; and 4) local system service credit included in the basic death benefit.

2.9 All employees enrolled in the PERS 2.7% @ 55 plan, the employee will contribute 100% of the employee's contribution for all reportable wages. The employee will contribute \$2 per month towards the cost of the 1959 Survivor Benefit - Fourth Level.

2.10 All non-safety employees hired after July 1, 2012 the District shall retain a retirement plan with the Public Employee Retirement System (CalPERS) 2.5% @ 55 plan. The retirement plan shall include all statutory benefits listed in Government Code Section 20840(e) and the following optional benefit:

- b. 1959 Survivor Benefit – Fourth Level

Note: Government Code Section 20840(e) includes but not limited to: 1) pre-retirement optional settlement 2 death benefit; 2) conversion of unused sick leave to retirement service credit; 3) ability for members to convert, at their own expense, prior military service and prior public service to CalPERS retirement service; and 4) local system service credit included in the basic death benefit.

2.11 All employees enrolled in the PERS 2.5% @ 55 plan, the employee will contribute 100% of the employee's contribution toward the employee contribution for all reportable wages. The employee will also contribute \$2 per month toward the cost of the 1959 Survivor Benefit – Fourth level.

2.12 Employee contributions for employees entering membership on or after January 1, 2013 and subject to the California Public Employees' Pension Reform Act of 2013 (PEPRA) will be determined by CalPERS.

2.13 The District agrees to report member contributions as taxed deferred for all employees enrolled in CalPERS.

III. CLOTHING ALLOWANCE

| 3.01 | <i>Position</i> | <i>Annual Allowance</i> |
|------|------------------------|-------------------------|
| | Administrative Manager | \$150 |

Upon termination of any personnel in the above listed positions, the allowance shall then become \$0.

IV. SICK LEAVE

4.1 Shift Employees

4.1.1 Accrual: Shift employees shall accrue sick leave at the rate of 12 hours per month. Sick leave shall be accumulated with no maximum accrual.

4.1.2 At retirement, unused sick leave credit for shift employees shall be converted to one of the following:

1. All unused sick leave hours may be reported to CalPERS for additional service credit. Conversion of a shift employee's sick leave bank to equivalent sick days as required by PERS will be computed by dividing the total number of unused sick leave hours by eight (8); or
2. The employee may choose to convert unused sick leave hours to an employee's RHSA at a ratio of 3:1. A minimum of 960 sick leave hours is required to be eligible for this option. The RHSA contribution shall be calculated at the straight time rate and shall not exceed the value of 40 shifts; or
3. A combination of both options, if the remaining unused sick leave hours not used for additional service credit, exceeds 960 hours.

4.2 Non-shift employees

4.2.1 Accrual: Non-shift employees shall accrue sick leave at the rate of 8 hours per month. Sick leave shall be accumulated with no maximum accrual.

4.2.2 At retirement, unused sick leave credit for non-shift employees shall be converted to one of the following:

- a. All unused sick leave hours may be reported to CalPERS for additional service credit.
 1. Conversion of a non-shift employee's sick leave bank to equivalent sick days as required by PERS will be computed by dividing the total number of unused sick leave hours by eight (8); or
 2. The employee may choose to convert unused sick leave hours to an employee's RHSA at a ratio of 3:1. A minimum of 685 hours is required to be eligible for this option. The RHSA contribution shall be calculated at the straight time rate and shall not exceed the value of 685 hours ; or

3. A combination of both options, if the remaining unused sick leave hours not used for additional service credit, exceeds 685 hours.

4.3 *Management Employees*

4.3.1 The accrual rate shall apply to the employee's permanent work schedule and not be changed for temporary or short-term assignments.

4.3.2 When an employee changes from one work schedule to another work schedule as a permanent assignment, accumulated leave shall be adjusted in accordance to the ratio of one work schedule to the other. Example: factor from 56-hour workweek to 40-hour workweek is .714, and factor from 40-hour workweek to 56-hour workweek is 1.4.

4.03.4 Sick leave shall be available for personal illness or injury, emergency medical or dental appointments and for reasonable travel time to and from health care facilities. Sick leave shall also be available to an employee for caring for a member of his/her immediate family who is ill or injured, emergency medical or dental appointments, and for reasonable travel time to and from health care facilities.

4.03.4 Definition of Immediate Family - Immediate family shall include: husband, wife, child, stepchild, brother, stepbrother, sister, stepsister, parent, stepparent, grandparent, grandchild, or any legal dependent residing in same household.

V. INSURANCE

5.1 Medical-Dental: The District shall remit insurance premiums for HMO medical and HMO dental insurance for employees, their dependents, and the Board of Directors in an amount equal to the premium cost of the family rate, up to \$1,000 per month.

5.2 If the premiums for medical and dental insurance exceed \$1,000 per month, the employee and District agree to share the cost difference 50/50. The District shall establish a capped rate equal to the cost of Health Net HMO (family rate) and HMO dental (family rate) of \$1,000, plus the shared cost difference 50/50 that exceeds \$1,000.

5.3 Any unused premium may be used for medical/dental expenses as defined by the Administrative Policy for a maximum period of 24 months. After the 24-month period expires, or at retirement, 100% of any unused premium shall be transferred to the employee's Retirement Health Savings Account. NOTE: If an employee separates from employment, the unused premium shall be forfeited.

5.4 Eligible full-time employees may elect to opt out of only the medical insurance, if proof of coverage can be provided to the District. If no medical options are selected, the District shall place a capped rate of \$1,000 per month (\$12,000 annually) in the employees medical reimbursement account. Unused premiums shall be transferred to the employees HRSA per the provisions in 6.01.

5.5 Employees, upon retirement, at no additional cost to active employees or to the District shall be allowed to remain on the group medical plan. The retiree will be required to have the same plan as active employees. The retiree will be responsible for payment of entire premium and a two percent (2%) administrative cost. The employee understands that the premium for a retired employee may be higher than that of an active employee. At age 65, the retiree may have additional options available.

5.6 Life: The District shall provide a \$50,000 life insurance policy for the employee and the Board of Directors, and \$1,000 life insurance policy for employee's dependents. The policy shall include accidental death and dismemberment coverage.

5.7 Long-Term Disability: The District shall provide a Long-Term Disability plan.

5.8 In the event the Board of Directors modifies the insurance benefit (increase or decrease) in any other labor contract, this insurance benefit shall be adjusted per said resolution or contract for all positions identified in this Resolution.

VI. HEALTH RETIREMENT SAVINGS ACCOUNT

6.1 Employees shall be required to participate in a District administered Retirement Health Savings Account (RHSA). The following terms apply:

- a. Effective July 1, 2006 a monetary contribution will be made by the District in the amount of \$100 per employee per month.
- b. The value of any unused medical reimbursement shall be transferred at the end of each calendar and fiscal year to the employee's RHSA (contributed twice a year).
- c. If the shift employee has an excess of 480 hours of unused sick leave, then at the end of each calendar year 50% of the unused sick leave (134.4 minus sick leave used) will be contributed to the RHSA at the employee's hourly rate.
- d. If the non-shift employee has an excess of 343 hours of unused sick leave, then at the end of each calendar year 50% of the unused sick leave (96 minus sick leave used) will be contributed to the RHSA at the employee's hourly rate.

VII. MANAGEMENT SUPPLEMENTAL BENEFIT PLAN

7.1 The Management Supplemental Benefit Plan provides for additional compensation and/or non-taxable benefit equal to 5.00% of annual base salary as of July 1, and paid once per calendar year. Managers covered by this resolution may choose one of the following options:

- a. Direct Payment – Cash: this option is considered additional income and is subject to federal and state withholding taxes.
- b. Direct Payment – Deferred Compensation 457 Plan: this option is considered additional income and is subject to the maximum deferral allowed by the IRS.
- c. Medical Reimbursement: this option is considered a non-taxable benefit, which may be used for additional medical/dental expenses. Please note that unused monies in this account are not eligible for transfer to the District's Health Retirement Savings Account.

- d. Combination of Option a, b, or c: this option may not exceed the maximum benefit.

VIII. HOLIDAYS

8.1 For the purpose of this section, the legal "holiday" shall mean and include the following days:

- a. New Year's Day (January 1)
- b. Martin Luther King Day (third Monday in January)
- c. President's Day (third Monday in February)
- d. Memorial Day (fourth Monday in May)
- e. Independence Day (July 4)
- f. Labor Day (first Monday in September)
- g. Veteran's Day (November 11)
- h. Thanksgiving Day (fourth Thursday in November)
- i. Day after Thanksgiving Day
- j. Christmas Day (December 25)
- k. Floating Holiday

8.2 All Chief Officers shall receive holiday payment equal to one-half month's salary, payable at the end of November. Rotating schedules to assure availability during holidays will be required.

IX. USE OF DISTRICT VEHICLES

9.1 The District will assign a vehicle to the following positions for commuting to/from work and all business purposes to insure availability for immediate emergency response:

- a. Fire Chief
- b. Deputy Chief
- c. Fire Marshal
- d. Battalion Chief – Administrative/Training

9.2 Battalion Chief – Shift: while on duty, shift Battalion Chiefs are provided an emergency vehicle to assist in the performance of their duties.

9.3 The value for all personal use may be reported as a taxable fringe benefit as established by IRS Regulations and the District's Administrative policy.

X. VACATION ACCRUAL

10.01 Annual vacation accrual hours shall be based upon years of service in accordance with the following:

| | |
|---------------|-----------|
| 0 – 5 years | 80 hours |
| 6 – 10 years | 120 hours |
| 11 – 15 years | 136 hours |
| 16 – 20 years | 160 hours |
| 21+ years | 200 hours |

Note: The Fire Chief is authorized to negotiate the starting vacation accumulation different from shown above for management staff members new to the District.

10.02 All management employees shall have the option to sell the excess of 80 hours (non-shift), or the excess of 112 hours (shift) accrued vacation at straight time, not more than twice a year, after the work period ends that include June 30 and December 31.

10.03 An employee may only sell a maximum of 200 hours of accrued vacation per calendar year. Minimum vacation accrual balances are required as identified in 10.02.

10.04 A written request to sell back accrued vacation must be submitted in writing within 30 days after the work period ends that include June 30 and December 31.

10.05 Payment of accrued vacation sold back to the District will be remitted by separate check, and will not be reported as "reportable compensation" for retirement purposes.

XI. EMERGENCY RESPONSE COMPENSATION

11.1 The District will compensate employees at the straight-time hourly rate for all time worked greater than their daily rate for responses for which the District is reimbursed. The District will pay compensation upon receipt of monies from agencies requesting services. Maximum compensation will not exceed any reimbursement amount received by the District. This provision does not apply to any Battalion Chief position.

11.2 Battalion Chief Emergency Callback: *Battalion Chief Emergency Callback* is defined as a call back to work for emergency coverage exceeding three (3) hours; or when on an emergency assignment that does not extend into the next 24-hour operational period shall be paid at their straight time hourly rate.

11.3 Battalion Chief Extended Assignment: *Battalion Chief Extended Assignment* is defined as an emergency assignment that extends into the next 24-hour operational period. The employee shall be paid an hourly rate of time and one-half.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Rancho Santa Fe Fire Protection District on October 8, 2014 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

[Signatures next page]

James H Ashcraft
President

ATTEST:

Karlana Rannals
Secretary

STAFF REPORT

No. 14-27

TO: BOARD OF DIRECTORS
TONY MICHEL

FROM: CHRIS GALINDO, BATTALION CHIEF

SUBJECT: EKG MONITOR/DEFIBRILLATOR REPLACEMENT

DATE: OCTOBER 3, 2014



The following budget action is requested for approval and/or modification:

| Description | FY15 Budget | Project Funding Request | Funding Source | Action Requested |
|--|--------------|-------------------------|----------------|---|
| (10) Philips HearStart ALS Monitors (2) Philips HeartStart AED Defibrillators | \$155,000.00 | \$143,019.32 | FY15 Budget | 1. Authorize purchase; and 2. Use ALS/CSA-17 restricted cash as the funding source for the purchase. |

JUSTIFICATION for Funding Request:

Staff seeks authorization to purchase ten (10) Philips HeartStart ALS monitors and (2) Philips HeartStart AED defibrillators.

The current inventory of ALS EKG monitors/defibrillators carried on all fire district apparatus is ten years old and must be replaced. During this past year, the fire district in addition to three other CSA-17 agencies (Encinitas, Solana Beach, Del Mar) established a committee to evaluate the current EKG monitors on the market that best meets the District requirements; and to select a vendor who could meet the specifications approved by the committee. Following the evaluation of different monitors, the committee recommended the HeartStart MRX ALS monitor manufactured by Phillip Electronics of America.

In an effort to obtain the best purchase price for the Phillips monitor, the committee was able to locate a competitive bid (*attached*) submitted by Phillips through an RFP process that was approved by the State of California's Department of General Services (DGS). The DGS awarded the contract on December 14, 2012 to Phillips Electronics and established a contract number (#4-12-66-0023C) under the California Multiple Awards Schedule. All CSA-17 agencies, along with AMR, will be purchasing the HeartStart MRX monitors directly FROM this bid.

All attachments listed and accepted have been reviewed by legal counsel.

SOURCE of Funding:

The EKG Monitor/Defibrillator Replacement qualifies as an appropriate capital expenditure to fund from the ALS/CSA-17 restricted cash account. As of June 30, 2014, there is a cash balance of 146,661.57.

Attachments:

1. Formal Quote to RSFFPD (No. 2300853828) by Philips Electronics, dated August 21, 2014
2. Department of General Services CMAS contract with Philips Electronics, dated December
3. Letter from Philips clarifying reference information contained in their quote, dated September 15, 2014

December 14, 2012

Mr. Stephen Pierson
Philips Electronics North America Corporation
3000 Minuteman Rd, MS 400
Andover, MA 01810

Subject: Philips Electronics North America Corporation's California Multiple Award Schedule (CMAS)

CMAS Contract No.: 4-12-65-0023C
CMAS Contract Term: December 14, 2012 through October 31, 2017
Base GSA Schedule No.: V797P-2238D

The State of California is pleased to accept your firm's offer to establish a California Multiple Award Schedule (CMAS) contract, which we have assigned the CMAS contract number and term identified above. This contract number must be shown on each invoice rendered. Additionally, this letter shall not be construed as a commitment to purchase any or all of the State's requirements from your firm. Prior approval is required from the State for all news releases regarding this contract.

It is your firm's responsibility to furnish, upon request, a copy of this CMAS contract to State and local government agencies. A complete CMAS contract includes the following: **1)** this acceptance letter, **2)** CMAS cover pages (which includes the signature page, ordering instructions and special provisions, and any attachments or exhibits as prepared by the CMAS Unit), **3)** CMAS terms and conditions, **4)** Federal GSA terms and conditions, and **5)** product/service listing and prices. The CMAS Unit strongly recommends that government agencies place orders with Contractors who provide ALL of the contract elements described above.

To manage this contract, Contractors are directed to the "CMAS Contract Management and Information Guide", which can be accessed at www.dgs.ca.gov/pd/programs/leveraged/cmas.aspx, then select the "For Suppliers/Contractors" link. This guide covers topics such as CMAS Quarterly Reports, amendments, extensions, renewals, Contractor's change of address or contact person, company name change requests, and marketing your CMAS contract.

It is the Contractor's responsibility to submit on a timely basis detailed CMAS Quarterly Reports (along with any applicable incentive fees).

THE FIRST QUARTERLY REPORT DUE FOR THIS CONTRACT IS Q4-2012 (OCT-DEC)
DUE BY JAN 15, 2013.

The "Approved CMAS Contractor" logo is only available to CMAS contract holders for display at conferences or on other marketing material. A login and password is required to download the logo. Go to www.dgs.ca.gov/pd/Home/FormsResourcesLibrary.aspx, then select "Reference Material". Under the CMAS heading "Marketing Tools" select "CMAS Logos". At the prompt, enter the login: "cmassupplier" and the password: "cmas010194".

Should you have any questions regarding this contract, please contact me at 916/375-4387. Thank you for your continued cooperation and support of the CMAS Program.



MARISA TRUAX, Program Analyst
California Multiple Award Schedules Unit

State of California
MULTIPLE AWARD SCHEDULE
Philips Electronics
North America Corporation

| | |
|-----------------------------------|-----------------------------------|
| CONTRACT NUMBER: | 4-12-65-0023C |
| CMAS CONTRACT TERM: | 12/14/2012 through 10/31/2017 |
| CONTRACT CATEGORY: | Non Information Technology Goods |
| APPLICABLE TERMS & CONDITIONS: | August 2010 |
| MAXIMUM ORDER LIMIT: | \$100,000 |
| FOR USE BY: | State & Local Government Agencies |
| BASE GSA SCHEDULE NO.: | V797P-2238D |
| BASE SCHEDULE HOLDER: | Philips Healthcare |

This contract provides for the purchase and warranty of defibrillators, accessories/supplies, upgrades, and extended warranties. (See page 2 for the specific brand and restrictions applicable to this contract.)

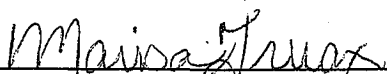
NOTICE: Products and/or services on this CMAS contract may be available on a Mandatory Statewide Contract (formerly Strategically Sourced Contract). If this is the case, the use of this CMAS contract is restricted unless the State agency has an approved exemption pursuant to MM 05-11, and as further explained in the Statewide Contract User Instructions. Information regarding Statewide Contracts can be obtained at the website: <http://www.documents.dgs.ca.gov/pd/contracts/contractindexlisting.htm>. This requirement is not applicable to local government entities.

The services provided under this CMAS contract are only in support of the products available under this CMAS contract.

The most current Ordering Instructions and Special Provisions and CMAS Terms and Conditions, products and/or services and pricing are included herein. All purchase orders issued under this contract incorporate the following Ordering Instructions and Special Provisions and CMAS Terms and Conditions dated August 2010.

Agency non-compliance with the requirements of this contract may result in the loss of delegated authority to use the CMAS program.

Contractor non-compliance with the requirements of this contract may result in contract termination.



MARISA TRUAX, Program Analyst, California Multiple Award Schedules Unit

Effective Date: **12/14/2012**

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
PHILIPS ELECTRONICS NORTH AMERICA CORPORATION
CMAS NO. 4-12-65-0023C**

CMAS PRODUCT & SERVICE CODES

The CMAS Product & Service Codes listed below are for marketing purposes only. Review this CMAS contract and the base contract identified below for the products and/or services available on this contract.

Brand-Philips
Medical Equip-Defibrillator
Medical-Emgcy Equip
Medical-Emgcy Supplies
Medical-Equip
Medical-Supplies

AVAILABLE PRODUCTS AND/OR SERVICES

Only products from the manufacturer(s) listed below are available within the scope of this contract:

Philips

The ordering agency must verify all products and/or services are currently available on the base GSA schedule at the GSA eLibrary. Access the GSA eLibrary at www.gsaelibrary.gsa.gov.

EXCLUDED PRODUCTS AND/OR SERVICES

All products and/or services under SIN A50 physiological monitors, Section A50a vital signs, Section A50e fetal/neonatal, SIN A53 ECG/EKG apparatus, SIN A75 hyperthermia/hypothermia systems are not available under this contract.

CMAS BASE CONTRACT

This CMAS contract is based on some or all of the products and/or services and prices from GSA Schedule No. V797P-2238D (PHILIPS HEALTHCARE) with a GSA term of 8/01/2012 through 7/31/2017. The term of this CMAS contract incorporates an extension of three months beyond the expiration of the base GSA contract, and is shown in the "CMAS Term Dates" on page 1.

ISSUE PURCHASE ORDER TO

Agency purchase orders must be mailed to the following address, or faxed to (800) 947-3299:

Philips Electronics North America Corporation
3000 Minuteman Rd, MS 400
Andover, MA 01810
Attn: AED Market Order Processing

Agencies with questions regarding products and/or services may contact the contractor as follows:

Contact: Trish Archambault
Phone: (978) 659-7747
E-mail: patricia.archambault@philips.com

TOP 500 DELINQUENT TAXPAYERS

In accordance with Public Contract Code Section 10295.4, and prior to placing an order for non-IT goods and/or services, agencies must verify with the Franchise Tax Board and the Board of Equalization that this contractor's name does not appear on either list of the 500 largest tax delinquencies pursuant to Section 7063 or 19195 of the Revenue and Taxation Code.

The Franchise Tax Board's list is available at www.ftb.ca.gov/aboutFTB/Delinquent_Taxpayers.shtml.

The Board of Equalization's list is available at www.boe.ca.gov/cgi-bin/deliq.cgi.

CALIFORNIA SELLER'S PERMIT

Philips Electronics North America Corporation's California Seller's Permit No. is 97898560. Prior to placing an order with this company, agencies should verify that this permit is still valid at the following website: www.boe.ca.gov.

CONTRACT PRICES

The maximum prices allowed for the products and/or services available in this CMAS contract are those set forth in the base contract identified on page 2 of this contract.

The ordering agency is encouraged to seek prices lower than those on this CMAS contract. When responding to an agency's Request for Offer (RFO), the contractor can offer lower prices to be competitive.

APPROVAL OF ORDERS FOR NON-IT SERVICES

1. State agencies entering into CMAS contracts for non-Information Technology services exceeding \$50,000 must forward their purchase order package to the DGS/PD-CMAS for review and approval prior to issuing the purchase order.
2. State agencies entering into more than one CMAS contract for non-Information Technology consulting services with the same contractor within a 12-month period for an aggregate amount of \$12,500 or more must have each contract approved by the DGS/PD-CMAS in compliance with Public Contract Code Section 10371.

For either one of the above situations, see the provision in this contract entitled "Consulting or Personal Services" for a listing of the documents needed and the address where they must be sent.

DARFUR CONTRACTING ACT

This contractor has certified compliance to the Darfur Contracting Act per PCC section 10475, et seq.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
PHILIPS ELECTRONICS NORTH AMERICA CORPORATION
CMAS NO. 4-12-65-0023C**

**AMERICAN RECOVERY AND REINVESTMENT ACT
(ARRA)**

Ordering departments executing purchases using ARRA funding must attach the ARRA Supplemental Terms and Conditions document to their individual RFOs and purchase documents. Departments are reminded that these terms and conditions supplement, but do not replace, standard State terms and conditions associated with this CMAS contract. The ARRA Supplemental Terms and Conditions can be accessed at www.documents.dgs.ca.gov/pd/poliproc/ARRATand%20C081009final.pdf.

WARRANTY

For warranties, see the federal GSA schedule and the CMAS Terms and Conditions, General Provisions, CMAS Warranty.

SHIPPING INSTRUCTIONS

F.O.B. (Free On Board) Destination. Seller pays the freight charges.

DELIVERY

15-45 days after receipt of order, or as negotiated between agency and contractor and included in the purchase order, or as otherwise stipulated in the contract.

PURCHASING AUTHORITY DOLLAR THRESHOLD

No CMAS order may be executed by a State agency that exceeds that agency's CMAS purchasing authority threshold or the CMAS maximum order limit, whichever is less.

HOW TO USE CMAS CONTRACTS

Agencies must adhere to the detailed requirements in the State Contracting Manual (SCM) when using CMAS contracts. The requirements for the following bullets are in the SCM, Volume 2, Chapter 6 (for non-IT) and the SCM, Volume 3, Chapter 6 (for IT):

- Develop a Request for Offer, which includes a Scope of Work (SOW), and Bidder Declaration form. For information on the Bidder Declaration requirements, see the SCM, Volume 2, Section 3.5.7 and Volume 3, Section 3.4.7.
- Search for potential CMAS contractors at www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx, select "Find a CMAS Contract".
- Solicit offers from a minimum of 3 CMAS contractors including one small business and/or DVBE, if available, who are authorized to sell the products and/or services needed

- If soliciting offers from a certified DVBE, include the Disabled Veteran Business Enterprise Declarations form (Std. 843) in the Request for Offer. This declaration must be completed and returned by the DVBE prime contractor and/or any DVBE subcontractors. (See the SCM Volumes 2 and 3, Chapter 3)
- This is not a bid transaction, so the small business preference, DVBE participation goals, protest language, intents to award, evaluation criteria, advertising, etc., are not applicable.
- If less than 3 offers are received, State agencies must document their file with the reasons why the other suppliers solicited did not respond with an offer.
- Assess the offers received using best value methodology, with cost as one of the criteria.
- Issue a Purchase Order to the selected contractor.
- For CMAS transactions under \$5,000 only one offer is required if the State agency can establish and document that the price is fair and reasonable.

Local governments set their own order limits, and are not bound by the order limits on the cover page of this contract.

SPLITTING ORDERS

Splitting orders to avoid any monetary limitations is prohibited.

Do not circumvent normal procurement methods by splitting purchases into a series of delegated purchase orders (SAM 3572).

Splitting a project into small projects to avoid either fiscal or procedural controls is prohibited (SAM 4819.34).

MINIMUM ORDER LIMITATION

There is no minimum dollar value limitation on orders placed under this contract.

ORDERING PROCEDURES

1. Order Form

State agencies shall use a Contract/Delegation Purchase Order (Std. 65) for purchases and services.

Local governments shall, in lieu of the State's Purchase Order (Std. 65), use their own purchase order document.

2. Purchase Orders

State and Local Government agencies are required to send a copy of each CMAS purchase order to:

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
PHILIPS ELECTRONICS NORTH AMERICA CORPORATION
CMAS NO. 4-12-65-0023C**

Department of General Services
Procurement Division, Data Management Unit
PO Box 989052, MS #2-203
West Sacramento, CA 95798-9052
(or via Interagency Mail Service #Z-1)

The agency is required to complete and distribute the order form. For services, the agency shall modify the information contained on the order to include the service period (start and end date), and the monthly cost (or other intermittent cost), and any other information pertinent to the services being provided. The cost for each line item should be included in the order, not just system totals.

The contractor must immediately reject orders that are not accurate. Discrepancies are to be negotiated and incorporated into the order prior to the products and services being delivered.

3. Service and Delivery after Contract Expiration

The purchase order must be issued before the CMAS contract end term expires. However, delivery of the products or completion of the services may be after the contract end term expires (unless otherwise specifically stated in the contract), but must be as provided for in the contract and as specified in the purchase order.

4. Multiple Contracts on STD. 65 Order Form

Agencies may include multiple CMAS contracts from the same contractor on a single Std. 65 Contract/Delegation Purchase Order. For guidelines, see the SCM, Volumes 2 & 3, Chapter 6.B4.1.

5. Amendments to Agency's Purchase Orders

Agency purchase orders cannot be amended if the CMAS contract has expired.

The SCM, Volumes 2 & 3, Chapter 6.A5.0 provides the following direction regarding amendments to all types of CMAS purchase orders:

Original orders, which include options for changes (e.g., quantity or time), that were evaluated and considered in the selection for award during the RFO process, may be amended consistent with the terms of the original order, provided that the original order allowed for amendments. If the original order did not evaluate options, then amendments are not allowed unless an NCB is approved for those amendments.

Amendments unique to non-IT services are covered in the SCM, Volume 2, Chapter 6.B2.9 as follows:

If the original contract permitted amendments, but did not specify the changes (e.g., quantity or time), it may be amended. This only applies to the first amendment. The time shall not exceed one year, or add not more than 30% of the original order value and may not exceed \$250,000. If the original contract did not have language permitting amendments, the NCB process must be followed.

Also, see the SCM, Volumes 2 & 3, Chapter 8, Topic 6, for more information on amending purchase orders.

CONTRACTOR OWNERSHIP INFORMATION

Philips Electronics North America Corporation is a large business enterprise.

SMALL BUSINESS MUST BE CONSIDERED

Prior to placing orders under the CMAS program, State agencies shall whenever practicable first consider offers from small businesses that have established CMAS contracts [GC Section 14846(b)]. NOTE: The Department of General Services auditors will request substantiation of compliance with this requirement when agency files are reviewed.

The following website lists CMAS Small Business and Disabled Veteran Partners:
www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx
then select "Find a CMAS Contractor".

In response to our commitment to increase participation by small businesses, the Department of General Services **waives the administrative fee (a fee currently charged to customer agencies to support the CMAS program) for orders to certified small business enterprises.**

See the current fees in the DGS Price Book at:
www.dgs.ca.gov/ofs/Resources/Pricebook.aspx

SMALL BUSINESS/DVBE - TRACKING

State agencies are able to claim subcontracting dollars towards their small business or DVBE goals whenever the Contractor subcontracts a commercially useful function to a certified small business or DVBE. The Contractor will provide the ordering agency with the name of the small business or DVBE used and the dollar amount the ordering agency can apply towards its small business or DVBE goal.

SMALL BUSINESS/DVBE - SUBCONTRACTING

1. The amount an ordering agency can claim towards achieving its small business or DVBE goals is the dollar amount of the subcontract award made by the Contractor to each small business or DVBE.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
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CMAS NO. 4-12-65-0023C**

2. The Contractor will provide an ordering agency with the following information at the time the order is quoted:
- a. The Contractor will state that, as the prime Contractor, it shall be responsible for the overall execution of the fulfillment of the order.
 - b. The Contractor will indicate to the ordering agency how the order meets the small business or DVBE goal, as follows:
 - List the name of each company that is certified by the Office of Small Business and DVBE Certification that it intends to subcontract a commercially useful function to; and
 - Include the small business or DVBE certification number of each company listed, and attach a copy of each certification; and
 - Indicate the dollar amount of each subcontract with a small business or DVBE that may be claimed by the ordering agency towards the small business or DVBE goal; and
 - Indicate what commercially useful function the small business or DVBE subcontractor will be providing towards fulfillment of the order.
3. The ordering agency's purchase order must be addressed to the prime Contractor, and the purchase order must reference the information provided by the prime Contractor as outlined above.

NEW EQUIPMENT REQUIRED

The State will procure new equipment. All equipment must be new (or warranted as newly manufactured) and the latest model in current production. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.

Where Federal Energy Management Program (FEMP) standards are available, all State agencies shall purchase only those products that meet the recommended standards. All products displaying the Energy Star label meet the FEMP standards.

SPECIAL MANUFACTURED GOODS

Any contract for goods to be manufactured by the contractor specifically for the State and not suitable for sale to others may require progress payments.

For Non-IT goods contracts, see the CMAS contract Non-IT Commodities Terms & Conditions, Provision #69, Progress Payments.

PRODUCT INSTALLATION

The contractor is fully responsible for all installation services performed under the CMAS contract. Product installations must be performed by manufacturer authorized personnel and meet manufacturer documented specifications.

The prime contractor, as well as any subcontractors, must hold any certifications and/or licenses required for the project.

ELECTRONIC WASTE RECYCLING

The Electronic Waste Recycling Act of 2003 requires retailers to collect a recycling fee from consumers on covered electronic devices starting January 1, 2005. California Public Resources Code, Section 42463(f) defines a "covered electronic device" as a video display device containing a screen greater than four inches measured diagonally. See the code identified above for more information and exceptions to this definition.

The Integrated Waste Management Board is implementing this new legislation, and the Board of Equalization is responsible for collecting these recycling fees from retailers. See the following two websites for more information on this topic:

www.ciwmb.ca.gov/Electronics/Act2003/

www.boe.ca.gov/sptaxprog/ewaste.htm

The electronic waste recycling fee must be shown as a line item on the agency purchase order before the Contractor can include it on their invoice.

NOT SPECIFICALLY PRICED (NSP) ITEMS

This provision is not applicable to this CMAS contract.

STATE AND LOCAL GOVERNMENTS CAN USE CMAS

State and local government agency use of CMAS contracts is optional. A local government is any city, county, city and county, district, or other local governmental body or corporation, including UC, CSU, K-12 schools and community colleges empowered to expend public funds. While the State makes this contract available, each local government agency should make its own determination whether the CMAS program is consistent with their procurement policies and regulations.

UPDATES AND/OR CHANGES

A CMAS amendment is not required for updates and/or changes once the update and/or change becomes effective for the federal GSA schedule, except as follows:

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- A CMAS amendment is required when the contract is based on products and/or services from another contractor's multiple award contract and the contractor wants to add a new manufacturer's products and/or services.
- A CMAS amendment is required for new federal contract terms and conditions that constitute a material difference from existing contract terms and conditions. A material change has a potentially significant effect on the delivery, quantity or quality of items provided, the amount paid to the contractor or on the cost to the State.
- A CMAS amendment is required for changes to contracts that require California Prison Industry Authority (CALPIA) approval.

A CMAS amendment is required to update and/or change terms and conditions and/or products and services based on a non-federal GSA multiple award contract.

SELF-DELETING FEDERAL GSA TERMS AND CONDITIONS

Instructions, or terms and conditions that appear in the Special Items or other provisions of the federal GSA and apply to the purchase, license, or rental (as applicable) of products or services by the U.S. Government in the United States, and/or to any overseas location shall be self-deleting. (Example: "Examinations of Records" provision).

Federal regulations and standards, such as Federal Acquisition Regulation (FAR), Federal Information Resources Management Regulation (FIRMR), Federal Information Processing Standards (FIPS), General Services Administration Regulation (GSAR), or Federal Installment Payment Agreement (FIPA) shall be self-deleting. Federal blanket orders and small order procedures are not applicable.

ORDER OF PRECEDENCE

The CMAS Terms and Conditions shall prevail if there is a conflict between the terms and conditions of the contractor's federal GSA (or other multiple award contract), packaging, invoices, catalogs, brochures, technical data sheets or other documents (see CMAS Terms and Conditions, CONFLICT OF TERMS).

APPLICABLE CODES, POLICIES AND GUIDELINES

All California codes, policies, and guidelines are applicable. THE USE OF CMAS DOES NOT REDUCE OR RELIEVE STATE AGENCIES OF THEIR RESPONSIBILITY TO MEET STATEWIDE REQUIREMENTS REGARDING CONTRACTING OR THE PROCUREMENT OF GOODS OR SERVICES. Most procurement and contract codes, policies, and guidelines are incorporated into CMAS contracts. Notwithstanding this, there is no guarantee that "every" possible requirement that pertains to all the different and unique State processes has been included.

STATEWIDE PROCUREMENT REQUIREMENTS

Agencies must carefully review and adhere to all statewide procurement requirements in the SCM, Volumes 2 and 3, such as:

- Automated Accounting System requirements of State Administrative Manual (SAM) Section 7260-62
- Productive Use Requirements, per the SCM, Volume 3, Chapter 2, Section 2.B6.2.
- SAM Sections 4819.41 and 4832 certifications for information technology procurements and compliance with policies.
- Services may not be paid for in advance.
- Agencies are required to file with the Department of Fair Employment and Housing (DFEH) a Contract Award Report Std. 16 for each order over \$5,000 within 10 days of award, including supplements that exceed \$5,000.
- Pursuant to Public Contract Code Section 10359 State agencies are to report all Consulting Services Contract activity for the preceding fiscal year to DGS and the six legislative committees and individuals that are listed on the annual memorandum from DGS.
- Pursuant to Unemployment Insurance Code Section 1088.8, State and local government agencies must report to the Employment Development Department (EDD) all payments for services that equal \$600 or more to independent sole proprietor contractors. See the Contractor's Std. Form 204, Payee Data Record, to determine sole proprietorship. For inquiries regarding this subject, contact EDD at (916) 651-6945 for technical questions or (888) 745-3886 for information and forms.
- Annual small business and disabled veteran reports.
- Post evaluation reports. Public Contract Code 10369 requires State agencies to prepare post evaluations on form Std. 4 for all completed non-IT consulting services contracts of more than \$5,000. Copies of negative evaluations for non-IT consulting services only must be sent to the DGS, Office of Legal Services. The Bureau of State Audits requires State agencies annually to certify compliance with these requirements.

ETHNICITY/RACE/GENDER REPORTING REQUIREMENT

Effective January 1, 2007, in accordance with Public Contract Code 10111, State agencies are to capture information on ethnicity, race, and gender of business owners (not subcontractors) for all awarded contracts, including CAL-Card transactions. Each department is required to independently report this information to the Governor and the Legislature on an annual basis.

Agencies are responsible for developing their own guidelines and forms for collecting and reporting this information.

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Contractor participation is voluntary.

PAYMENTS AND INVOICES

1. Payment Terms

Payment terms for this contract are net 45 days.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

2. Payee Data Record (Std. 204)

Each State accounting office must have a copy of the Contractor's Payee Data Record (Std. 204) in order to process payment of invoices. Contractors are required to provide a copy of their Std. 204 upon request from an agency customer. Agencies should forward a copy of the Std. 204 to their accounting office. Without the Std. 204, payment may be unnecessarily delayed.

3. DGS Administrative and Incentive Fees

Orders from State Agencies:

The Department of General Services (DGS) will bill each State agency directly an administrative fee for use of CMAS contracts. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS. This administrative fee is waived for CMAS purchase orders issued to California certified small businesses.

See the current administrative fees in the DGS Price Book at:
www.dgs.ca.gov/ofs/Resources/Pricebook.aspx.

Orders from Local Government Agencies:

Effective for CMAS orders dated 1/1/2010 or later, CMAS contractors, who are not California certified small businesses, are required to remit to the DGS an incentive fee equal to 1% of the total of all local government agency orders (excluding sales tax and freight) placed against their CMAS contract(s). This incentive fee is in lieu of local government agencies being billed the above referenced DGS administrative fee.

This incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

The check covering this fee shall be made payable to the Department of General Services, CMAS Unit, and mailed to the CMAS Unit along with the applicable Quarterly Report. See the provision in this contract entitled "Contractor Quarterly Report Process" for information on when and where to send these checks and reports.

4. Contractor Invoices

Unless otherwise stipulated, the contractor must send their invoices to the agency address set forth in the purchase order. Invoices shall be submitted in triplicate and shall include the following:

- Contract number
- Agency purchase order number
- Agency Bill Code
- Line item number
- Unit price
- Extended line item price
- Invoice total

State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

The company name on the CMAS contract, purchase order and invoice must match or the State Controller's Office will not approve payment.

5. Advance Payments

Advance payment is allowed for services only under limited, narrowly defined circumstances, e.g., between specific departments and certain types of non-profit organizations, or when paying another government agency (GC 11256 – 11263 and 11019).

It is NOT acceptable to pay in advance, except software maintenance and license fees, which are considered a subscription, may be paid in advance if a provision addressing payment in advance is included in the purchase order.

Warranty upgrades and extensions may also be paid for in advance, one time.

6. Credit Card

Philips Electronics North America Corporation accepts the State of California credit card (CAL-Card).

A Purchasing Authority Purchase Order (Std. 65) is required even when the ordering department chooses to pay the contractor via the CAL-Card. Also, the DGS administrative fee is applicable for all CMAS orders to suppliers not California certified as a small business.

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7. Lease/Purchase Analysis

State agencies must complete a Lease/Purchase Analysis (LPA) to determine best value when contemplating a lease/rental, and retain a copy for future audit purposes (SAM 3700). Approval by the Department of General Services is not required.

8. Leasing

Except for Federal Lease to Own Purchase (LTOP) and hardware rental provisions with no residual value owed at end term (\$1 residual value is acceptable), Federal GSA Lease provisions are NOT available through CMAS because the rates and contract terms and conditions are not acceptable or applicable to the State.

SEAT Management financing options are NOT available through this contract.

As an alternative, agencies may consider financing through the State's financial marketplace GS \$Mart™. All terms and conditions and lenders are pre-approved for easy financing. The GS \$Mart™ Internet address is www.dgs.ca.gov/pd/programs/statefinancialmarketplace.aspx. Buyers may contact the GS \$Mart™ Administrator, Pat Mullen by phone at (916) 375-4617 or via e-mail at pat.mullen@dgs.ca.gov for further information.

CONTRACTOR QUARTERLY REPORT PROCESS

Contractors are required to submit a detailed CMAS Business Activity Report on a quarterly basis to the CMAS Unit. See Attachment B for a copy of this form and instructions. This report shall be mailed to:

Department of General Services
Procurement Division – CMAS Unit
Attention: Quarterly Report Processing
PO Box 989052, MS #2-202
West Sacramento, CA 95798-9052

Reports that include checks for incentive fees or that exceed a total of 5 pages must be mailed and shall not be faxed or e-mailed. All other reports may be faxed or e-mailed to the attention of Quarterly Report Processing as follows:

CMAS Unit Fax Number: (916) 375-4663
CMAS Unit E-Mail: cmas@dgs.ca.gov

For the full instructions on completing and submitting CMAS Quarterly Business Activity Reports, and a soft copy of a blank quarterly report form, go to www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx, then select "For Suppliers/Contractors".

Important things to remember regarding CMAS Quarterly Business Activity Reports (referred to as "reports" below):

- A report is required for each CMAS contract each quarter, even when no new purchase orders are received in the quarter.
- A separate report is required for each CMAS contract.
- Each purchase order must be reported only once in the quarter identified by the purchase order date, regardless of when the services were performed, the products were delivered, the invoice was sent, or the payment was received.
- Purchase orders from State and local government agencies must be separated on the report, as shown in the instructions.
- Contractors must report the sales activity for all resellers listed on their CMAS contract.
- Any report that does not follow the required format or that excludes required information will be deemed incomplete and returned to the contractor for corrections.
- Taxes and freight must not be included in the report.
- For CMAS orders dated 1/1/2010 or later, contractors are no longer required to attach copies of purchase orders to their reports. This changed requirement will start on Q1-2010 reports, which are due 4/15/2010.
- For CMAS orders dated 1/1/2010 or later, contractors who are not California certified small businesses must attach to their quarterly report a check covering the required incentive fee for all CMAS sales to local government agencies (see more information below). This new requirement will start on Q1-2010 reports, which are due 4/15/2010.
- New contracts, contract renewals or extensions, and contract modifications will be approved only if the contractor has submitted all required quarterly reports and incentive fees.

CMAS Quarterly Business Activity Reports are due in the CMAS Unit within two weeks after the end of each quarter as shown below:

| | | |
|-----------|-----------------|------------|
| Quarter 1 | Jan 1 to Mar 31 | Due Apr 15 |
| Quarter 2 | Apr 1 to Jun 30 | Due Jul 15 |
| Quarter 3 | Jul 1 to Sep 30 | Due Oct 15 |
| Quarter 4 | Oct 1 to Dec 31 | Due Jan 15 |

CONTRACTOR QUARTERLY INCENTIVE FEES

CMAS contractors who are not California certified small businesses must remit to the DGS an incentive fee equal to 1% of the total of all local government agency orders (excluding sales tax and freight) placed against their CMAS contract(s). This incentive fee is in lieu of local government agencies being billed the above referenced DGS administrative fee.

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CMAS contractors cannot charge local government agencies an additional 1% charge on a separate line item to cover the incentive fee. The contractor must include the 1% incentive fee in the price of the products or services offered, and the line item prices must not exceed the applicable GSA prices.

A local government agency is any city, county, district, or other local governmental body, including the California State University (CSU) and University of California (UC) systems, K-12 public schools and community colleges empowered to expend public funds.

This incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

The check covering this fee shall be made payable to the Department of General Services, CMAS Unit, and mailed to the CMAS Unit along with the applicable Quarterly Report. See the provision in this contract entitled "Contractor Quarterly Report Process" for information on when and where to send these checks and reports.

CONTRACTOR PROVIDES COPY OF THE CONTRACT AND SUPPLEMENTS

CMAS contractors are required to provide the entire contract that consists of the following:

- Cover pages with DGS logo and CMAS analyst's signature, and Ordering Instructions and Special Provisions.
- California CMAS Terms and Conditions.
- Federal GSA Terms and Conditions.
- Federal GSA products, services, and price list.
- Supplements, if applicable.

It is important for the agency to confirm that the required products, services, and prices are included in the contract and are at or below contract rates. To streamline substantiation that the needed items are in the contract, the agencies should ask the contractor to identify the specific pages from the contract that include the required products, services, and prices. Agencies should save these pages for their file documentation.

CONTRACTORS ACTING AS FISCAL AGENTS ARE PROHIBITED

When a subcontractor ultimately provides all of the products or performs all of the services that a contractor has agreed to provide, and the prime contractor only handles the invoicing of expenditures, then the prime contractor's role becomes that of a fiscal agent because it is merely administrative in nature, and does not provide a Commercially Useful Function (CUF). It is unacceptable to use fiscal agents in this manner because the agency is paying unnecessary administrative costs.

AGENCY RESPONSIBILITY

Agencies must contact contractors to obtain copies of the contracts and compare them for a best value purchasing decision.

Each agency is responsible for its own contracting program and purchasing decisions, including use of the CMAS program and associated outcomes.

This responsibility includes, but is not necessarily limited to, ensuring the necessity of the services, securing appropriate funding, complying with laws and policies, preparing the purchase order in a manner that safeguards the State's interests, obtaining required approvals, and documenting compliance with Government Code 19130.b (3) for outsourcing services.

It is the responsibility of each agency to consult as applicable with their legal staff and contracting offices for advice depending upon the scope or complexity of the purchase order.

If you do not have legal services available to you within your agency, the DGS Office of Legal Services is available to provide services on a contractual basis.

CONFLICT OF INTEREST

Agencies must evaluate the proposed purchase order to determine if there are any potential conflict of interest issues. See the attached CMAS Terms and Conditions, Conflict of Interest, for more information.

FEDERAL DEBARMENT

When federal funds are being expended, the agency is required to obtain (retain in file) a signed "Federal Debarment" certification from the contractor before the purchase order is issued.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants; responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

LIQUIDATED DAMAGES FOR LATE DELIVERY

The value of the liquidated damages must be included in the purchase order to be applicable, mutually agreed upon by agency and contractor, and cannot be a penalty.

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ACCEPTANCE TESTING CRITERIA

If the agency wants to include acceptance testing for all newly installed technology systems, and individual equipment, and machines which are added or field modified (modification of a machine from one model to another) after a successful performance period, the test criteria must be included in the purchase order to be applicable.

AMERICANS WITH DISABILITY ACT (ADA)

Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22; California Government Code, Sections 11135, et seq.; and other federal and State laws, and Executive Orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities. See Attachment A for Procurement Division's ADA Compliance Policy of Nondiscrimination on the Basis of Disability.

Individual government agencies are responsible for self-compliance with ADA regulations.

Contractor sponsored events must provide reasonable accommodations for persons with disabilities.

**DGS PROCUREMENT DIVISION CONTACT AND
PHONE NUMBER**

Department of General Services
Procurement Division, CMAS Unit
707 Third Street, 2nd Floor, MS 202
West Sacramento, CA 95605-2811

Phone # (916) 375-4363
Fax # (916) 375-4663

ATTACHMENT A

ADA NOTICE

Procurement Division (State Department of General Services) AMERICANS
WITH DISABILITIES ACT (ADA) COMPLIANCE
POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

To meet and carry out compliance with the nondiscrimination requirements of the Americans With Disabilities Act (ADA), it is the policy of the Procurement Division (within the State Department of General Services) to make every effort to ensure that its programs, activities, and services are available to all persons, including persons with disabilities.

For persons with a disability needing a reasonable accommodation to participate in the Procurement process, or for persons having questions regarding reasonable accommodations for the Procurement process, please contact the Procurement Division at (916) 375-4400 (main office); the Procurement Division TTY/TDD (telephone device for the deaf) or California Relay Service numbers which are listed below. You may also contact directly the Procurement Division contact person who is handling this procurement.

IMPORTANT: TO ENSURE THAT WE CAN MEET YOUR NEED, IT IS BEST THAT WE RECEIVE YOUR REQUEST AT LEAST 10 WORKING DAYS BEFORE THE SCHEDULED EVENT (i.e., MEETING, CONFERENCE, WORKSHOP, etc.) OR DEADLINE DUE-DATE FOR PROCUREMENT DOCUMENTS.

The Procurement Division TTY telephone numbers are:

Sacramento Office: (916) 376-1891
Fullerton Office: (714) 773-2093

The California Relay Service Telephone Numbers are:

Voice 1-800-735-2922 or 1-888-877-5379
TTY: 1-800-735-2929 or 1-888-877-5378
Speech-to-Speech: 1-800-854-7784

ATTACHMENT B

CMAS QUARTERLY BUSINESS ACTIVITY REPORT

Contractor Name: _____ Reporting Calendar Year: _____ Revision ☐

Contract Number: _____ Reporting Quarter: ☐ Q1 (Jan-Mar) ☐ Q2 (Apr-Jun) ☐ Q3 (Jul-Sep) ☐ Q4 (Oct-Dec) ☐

For Questions Regarding This Report Contact:

Name: _____

Phone Number: _____

E-mail: _____

Check Here if No New Orders for This Quarter ☐

| STATE AGENCY PURCHASES | | | | | | | |
|------------------------|-----------------------|---------------------|---------------------|----------------------------------|----------------|----------------|--------------|
| State Agency Name | Purchase Order Number | Purchase Order Date | Agency Billing Code | Total Dollars Per Purchase Order | Agency Contact | Agency Address | Phone Number |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

Total State Agency Dollars Reported for Quarter: \$ _____

| LOCAL GOVERNMENT AGENCY PURCHASES | | | | | | |
|-----------------------------------|-----------------------|---------------------|----------------------------------|----------------|----------------|--------------|
| Local Government Agency Name | Purchase Order Number | Purchase Order Date | Total Dollars Per Purchase Order | Agency Contact | Agency Address | Phone Number |
| | | | | | | |
| | | | | | | |
| | | | | | | |

Total Local Government Agency Dollars for Quarter: \$ _____ 1% Remitted to DGS (does not apply to CA certified S/Bs): \$ _____

Total of State and Local Government Agency Dollars Reported for this Quarter: \$ _____

ATTACHMENT B

CMAS QUARTERLY BUSINESS ACTIVITY REPORT

Instructions for completing the CMAS Quarterly Business Activity Report.

1. Complete the top of the form with the appropriate information for your company.
2. **Agency Name** - Identify the State agency or Local Government agency that issued the order.
3. **Purchase Order Number** - Identify the purchase order number (and amendment number if applicable) on the order form. This is not your invoice number. This is the number the State agency or Local Government agency assigns to the order.
4. **Purchase Order Date** - Identify the date the purchase order was issued, as shown on the order. This is not the date you received, accepted, or invoiced the order.
5. **Agency Billing Code** - Identify the State agency billing code. This is a five-digit number identified on the upper right hand corner of the Std. 65 purchase order form. You must identify this number on all purchases made by State of California agencies. Billing codes are not applicable to Local Government agencies.
6. **Total Dollars Per PO** - Identify the total dollars of the order excluding tax and freight. Tax must NOT be included in the quarterly report, even if the agency includes tax on the purchase order. The total dollars per order should indicate the entire purchase order amount (less tax and freight) regardless of when you invoice order, perform services, deliver product, or receive payment.
7. **Agency Contact** - Identify the ordering agency's contact person on the purchase order.
8. **Agency Address** - Identify the ordering agency's address on the purchase order.
9. **Phone Number** - Identify the phone number for the ordering agency's contact person.
10. **Total State Sales & Total Local Sales** - Separately identify the total State dollars and/or Local Government agency dollars (pre-tax) for all orders placed in quarter.
11. **1% Remitted to DGS** - Identify 1% of the total Local Government agency dollars reported for the quarter. This is the amount to be remitted to DGS by contractors who are not California certified small businesses.
12. **Grand Total** - Identify the total of all State and Local Government agency dollars reported for the quarter.

Notes:

- A report is required for each CMAS contract, each quarter, even when there are no new orders for the quarter.
- Quarterly reports are due two weeks after the end of the quarter.

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - NON-IT COMMODITIES

1. **DEFINITIONS:** The following terms shall be given the meaning shown, unless context requires otherwise or a unique meaning is otherwise specified.
 - a) **"Business entity"** means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability corporation, limited liability partnership, sole proprietorship, joint stock company, consortium, or other private legal entity recognized by statute.
 - b) **"Buyer"** means the State's authorized Contracting official.
 - c) **"Contract"** means this Contract or agreement (including any purchase order), by whatever name known or in whatever format used.
 - d) **"Contractor"** means the Business Entity with whom the State enters into this Contract. Contractor shall be synonymous with "supplier", "vendor" or other similar term.
 - e) **"Goods"** (commodities) means all types of tangible personal property, including but not limited to materials, supplies, and equipment (including computer equipment and telecommunications).
 - f) **"State"** means the government of the State of California, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of California.
2. **CONTRACT FORMATION:** If this Contract results from a Contract Offer, then Contractor's offer is deemed a firm offer and this Contract document is the State's acceptance of that offer.
3. **COMPLETE INTEGRATION:** This Contract, including any documents incorporated herein by express reference, is intended to be a complete integration and there are no prior or contemporaneous different or additional agreements pertaining to the subject matter of the Contract.
4. **SEVERABILITY:** The Contractor and the State agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision.
5. **INDEPENDENT CONTRACTOR:** Contractor and the agents and employees of Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State.
6. **APPLICABLE LAW:** This Contract shall be governed by and shall be interpreted in accordance with the laws of the State of California; venue of any action brought with regard to this Contract shall be in Sacramento County, Sacramento, California. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.
7. **COMPLIANCE WITH STATUTES AND REGULATIONS:**
 - a) Contractor warrants and certifies that in the performance of this Contract, it will comply with all applicable statutes, rules, regulations and orders of the United States and the State of California and agrees to indemnify the State against any loss, cost, damage or liability by reason of Contractor's violation of this provision.
 - b) If this Contract is in excess of \$554,000, it is subject to the requirements of the World Trade Organization (WTO) Government Procurement Agreement (GPA).
8. **CONTRACTOR'S POWER AND AUTHORITY:** The Contractor warrants that it has full power and authority to grant the rights herein granted and will hold the State harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the State under this Contract.
 - a) The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
 - b) Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) the State will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.
9. **CMAS -- ASSIGNMENT:** This Contract shall not be assignable by the Contractor in whole or in part without the written consent of the State. For the purpose of this paragraph, State will not unreasonably prohibit Contractor from freely assigning its right to payment, provided that Contractor remains responsible for its obligations hereunder.

Should the State desire financing of the assets provided hereunder through GS \$Mart, the State's financial marketplace, the Contractor agrees to assign to a State-designated lender its right to receive payment from the State for the assets in exchange for payment by the lender of the cash purchase price for the assets. Upon notice to do so from the State-designated lender at any time prior to payment by the State for the assets, the Contractor will execute and deliver to the State-designated lender an assignment agreement and any additional documents necessary for the State selected financing plan. The State-designated lender will pay the Contractor according to the terms of the Contractor's invoice upon acceptance of the assets by the State.
10. **WAIVER OF RIGHTS:** Any action or inaction by the State or the failure of the State on any occasion, to enforce any right or provision of the Contract, shall not be construed to be a waiver by the State of its rights hereunder and shall not prevent the State from enforcing such provision or right on any future occasion. The rights and remedies of the State herein are cumulative and are in addition to any other rights or remedies that the State may have at law or in equity.
11. **CMAS -- ORDER OF PRECEDENCE:** In the event of any inconsistency between the articles, attachments, specifications or provisions which constitute this Contract, the following order of precedence shall apply:
 - a) these General Provisions -- Non-IT Commodities;
 - b) Contract form, i.e., Purchase Order STD 65, etc., and any amendments thereto;
 - c) federal GSA (or other multiple award) terms and conditions;

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - NON-IT COMMODITIES

- d) Statement of Work, including any specifications incorporated by reference herein;
 - e) special terms and conditions; and
 - f) all other attachments incorporated in the Contract by reference.
- 12. PACKING AND SHIPMENT:**
- a) All Goods are to be packed in suitable containers for protection in shipment and storage, and in accordance with applicable specifications. Each container of a multiple container shipment shall be identified to:
 - i) show the number of the container and the total number of containers in the shipment; and
 - ii) the number of the container in which the packing sheet has been enclosed.
 - b) All shipments by Contractor or its subContractors must include packing sheets identifying: the State's Contract number; item number; quantity and unit of measure; part number and description of the Goods shipped; and appropriate evidence of inspection, if required. Goods for different Contracts shall be listed on separate packing sheets.
 - c) Shipments must be made as specified in this Contract, as it may be amended, or otherwise directed in writing by the State's Transportation Management Unit within the Department of General Services, Procurement Division.
- 13. TRANSPORTATION COSTS AND OTHER FEES OR EXPENSES:** No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the State unless expressly included and itemized in the Contract.
- a) Contractor must strictly follow Contract requirements regarding Free on Board (F.O.B.), freight terms and routing instructions. The State may permit use of an alternate carrier at no additional cost to the State with advance written authorization of the Buyer.
 - b) If "prepay and add" is selected, supporting freight bills are required when over \$50, unless an exact freight charge is approved by the Transportation Management Unit within the Department of General Services Procurement Division and a waiver is granted.
 - c) On "F.O.B. Shipping Point" transactions, should any shipments under the Contract be received by the State in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined by the carrier or carriers with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the equipment and/or material, Contractor, on request of the State, shall at Contractor's own expense assist the State in establishing carrier liability by supplying evidence that the equipment and/or material was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions.
- 14. TIME IS OF THE ESSENCE:** Time is of the essence in this Contract.
- 15. DELIVERY:** Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract. Time, if stated as a number of days, shall mean calendar days unless otherwise specified. The quantities specified herein are the only quantities required. If Contractor delivers in excess of the quantities specified herein, the State shall not be required to make any payment for the excess Goods, and may return them to Contractor at Contractor's expense or utilize any other rights available to the State at law or in equity.
- 16. SUBSTITUTIONS:** Substitution of Goods may not be tendered without advance written consent of the Buyer. Contractor shall not use any specification in lieu of those contained in the Contract without written consent of the Buyer.
- 17. INSPECTION, ACCEPTANCE AND REJECTION:**
- a) Contractor and its subContractors will provide and maintain a quality assurance system acceptable to the State covering Goods and services under this Contract and will tender to the State only those Goods that have been inspected and found to conform to this Contract's requirements. Contractor will keep records evidencing inspections and their result, and will make these records available to the State during Contract performance and for three years after final payment. Contractor shall permit the State to review procedures, practices, processes and related documents to determine the acceptability of Contractor's quality assurance system or other business practices related to performance of the Contract.
 - b) All Goods may be subject to inspection and test by the State or its authorized representatives.
 - c) Contractor and its subContractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to the State. Contractor shall furnish to inspectors all information and data as may be reasonably required to perform their inspection.
 - d) All Goods to be delivered hereunder may be subject to final inspection, test and acceptance by the State at destination, notwithstanding any payment or inspection at source.
 - e) The State shall give written notice of rejection of Goods delivered or services performed hereunder within a reasonable time after receipt of such Goods or performance of such services. Such notice of rejection will state the respects in which the Goods do not substantially conform to their specifications. If the State does not provide such notice of rejection within thirty (30) days, unless otherwise specified in the Statement of Work, of delivery, such Goods and services will be deemed to have been accepted. Acceptance by the State will be final and irreversible, except as it relates to latent defects, fraud, and gross mistakes amounting to fraud. Acceptance shall not be construed to waive any warranty rights that the State might have at law or by express reservation in this Contract with respect to any nonconformity.
- 18. SAMPLES:**
- a) Samples of items may be required by the State for inspection and specification testing and must be furnished free of expense to the State. The samples furnished must be identical in all respects to the products offered and/or specified in the Contract.
 - b) Samples, if not destroyed by tests, may, upon request made at the time the sample is furnished, be returned at Contractor's expense.
- 19. CMAS -- WARRANTY:** The following warranty language is in addition to the warranty language provided in the federal GSA Multiple Award Schedule or other base Contract used to establish this CMAS Contract. When there is a conflict between the language, the following warranty language overrides.

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - NON-IT COMMODITIES

Unless otherwise specified, the warranties contained in this Contract begin after acceptance has occurred.

- a) Contractor warrants that Goods and services furnished hereunder will conform to the requirements of this Contract (including all descriptions, specifications and drawings made a part hereof), and such Goods will be merchantable, fit for their intended purposes, free from all defects in materials and workmanship and to the extent not manufactured pursuant to detailed designs furnished by the State, free from defects in design. The State's approval of designs or specifications furnished by Contractor shall not relieve the Contractor of its obligations under this warranty.
- b) All warranties, including special warranties specified elsewhere herein, shall inure to the State, its successors, assigns, customer agencies and users of the Goods or services.

20. SAFETY AND ACCIDENT PREVENTION: In performing work under this Contract on State premises, Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract in accordance with the default provisions hereof.

21. INSURANCE: When performing work on property in the care, custody or control of the State, Contractor shall maintain all commercial general liability insurance, workers' compensation insurance and any other insurance the State deems appropriate under the Contract. Contractor shall furnish an insurance certificate evidencing required insurance coverage acceptable to the State. Upon request by the Buyer, the Contractor may be required to have the State shown as an "additional insured" on selected policies.

22. TERMINATION FOR NON-APPROPRIATION OF FUNDS:

- a) If the term of this Contract extends into fiscal years subsequent to that in which it is approved, such continuation of the Contract is contingent on the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not appropriated, Contractor agrees to take back any affected Goods furnished under this Contract, terminate any services supplied to the State under this Contract, and relieve the State of any further obligation therefor.
- b) STATE AGREES THAT IF PARAGRAPH (a) ABOVE IS INVOKED, GOODS SHALL BE RETURNED TO THE CONTRACTOR IN SUBSTANTIALLY THE SAME CONDITION IN WHICH DELIVERED TO THE STATE, SUBJECT TO NORMAL WEAR AND TEAR. STATE FURTHER AGREES TO PAY FOR PACKING, CRATING, TRANSPORTATION TO CONTRACTOR'S NEAREST FACILITY AND FOR REIMBURSEMENT TO THE CONTRACTOR FOR EXPENSES INCURRED FOR THEIR ASSISTANCE IN SUCH PACKING AND CRATING.

23. TERMINATION FOR THE CONVENIENCE OF THE STATE:

- a) The State may terminate performance of work under this Contract for its convenience in whole or, from time to time, in part, if the Department of General Services, Deputy Director, Procurement Division, or designee, determines that a termination is in the State's interest. The Department of General Services, Deputy Director, Procurement Division, or

designee, shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date thereof. The parties agree that, as to the terminated portion of the Contract, the Contract shall be deemed to remain in effect until such time as the termination settlement, if any, is concluded and the Contract shall not be void.

- b) After receipt of a Notice of Termination, and except as directed by the State, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The Contractor shall:
 - i) Stop work as specified in the Notice of Termination.
 - ii) Place no further subContracts for materials, services, or facilities, except as necessary to complete the continued portion of the Contract.
 - iii) Terminate all subContracts to the extent they relate to the work terminated.
 - iv) Settle all outstanding liabilities and termination settlement proposals arising from the termination of subContracts; the approval or ratification of which will be final for purposes of this clause.

24. TERMINATION FOR DEFAULT:

- a) The State may, subject to the Force Majeure paragraph contained herein, by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to:
 - i) Deliver the Goods or to perform the services within the time specified in the Contract or any amendment thereto;
 - ii) Make progress, so as to endanger performance of this Contract (but see subparagraph (b) below); or
 - iii) Perform any of the other provisions of this Contract (but see subparagraph (b) below).
- b) The State's right to terminate this Contract under subparagraphs (a)(ii) and (a)(iii) above, may be exercised if the Contractor does not cure such failure within the time frame stated in the cure notice issued by the Buyer.
- c) If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the Buyer considers appropriate, Goods or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those Goods or services. However, the Contractor shall continue the work not terminated.
- d) If the Contract is terminated for default, the State may require the Contractor to transfer title and deliver to the State, as directed by the Buyer, any:
 - i) Completed Goods, and
 - ii) Partially completed Goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and Contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this Contract. Upon direction of the Buyer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.
- e) The State shall pay Contract price for completed Goods delivered and accepted. The Contractor and Buyer shall agree on the amount of payment for manufacturing materials delivered and accepted for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the Buyer determines to be

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - NON-IT COMMODITIES

necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

- f) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the State.
- g) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this Contract.

25. FORCE MAJEURE:

Except for defaults of subContractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:

- a) Acts of God or of the public enemy, and
- b) Acts of the federal or state government in either its sovereign or Contractual capacity.

If the failure to perform is caused by the default of a subContractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subContractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform.

26. RIGHTS AND REMEDIES OF STATE FOR DEFAULT:

- a) In the event any Goods furnished or services provided by the Contractor in the performance of the Contract should fail to conform to the requirements herein, or to the sample submitted by the Contractor, the State may reject the same, and it shall become the duty of the Contractor to reclaim and remove the item promptly or to correct the performance of services, without expense to the State, and immediately replace all such rejected items with others conforming to the Contract.
- b) In addition to any other rights and remedies the State may have, the State may require Contractor, at Contractor's expense, to ship Goods via air freight or expedited routing to avoid or minimize actual or potential delay if the delay is the fault of the Contractor.
- c) In the event of the termination of the Contract, either in whole or in part, by reason of default or breach by the Contractor, any loss or damage sustained by the State in procuring any items which the Contractor agreed to supply shall be borne and paid for by the Contractor.
- d) The State reserves the right to offset the reasonable cost of all damages caused to the State against any outstanding invoices or amounts owed to Contractor or to make a claim against the Contractor therefore.

27. CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:

- a) The Contractor shall be liable for damages arising out of injury to the person and/or damage to the property of the State, employees of the State, persons designated by the State for training, or any other person(s) other than agents or employees of the Contractor, designated by the State for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the Goods either at the Contractor's site or at the State's place of business, provided that the injury or damage was caused by the fault or negligence of the Contractor.
- b) Contractor shall not be liable for damages arising out of or caused by an alteration or an attachment not made or

installed by the Contractor, or for damage to alterations or attachments that may result from the normal operation and maintenance of the Goods provided by the Contractor during the Contract.

- 28. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all Contractors, subContractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by Contractor in the performance of this Contract.

- 29. **INVOICES:** Unless otherwise specified, invoices shall be sent to the address set forth herein. Invoices shall be submitted in triplicate and shall include the Contract number; release order number (if applicable); item number; unit price; extended item price and invoice total amount. State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

- 30. **REQUIRED PAYMENT DATE:** Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires state agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of Goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

- 31. **TAXES:** Unless otherwise required by law, the State of California is exempt from Federal excise taxes. The State will only pay for any State or local sales or use taxes on the services rendered or Goods supplied to the State pursuant to this Contract.

- 32. **NEWLY MANUFACTURED GOODS:** All Goods furnished under this Contract shall be newly manufactured Goods; used or reconditioned Goods are prohibited, unless otherwise specified.

- 33. **CONTRACT MODIFICATION:** No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.

- 34. **CONFIDENTIALITY OF DATA:** All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - NON-IT COMMODITIES

of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.

35. NEWS RELEASES: Unless otherwise exempted, news releases pertaining to this Contract shall not be made without prior written approval of the Department of General Services.

36. PATENT, COPYRIGHT AND TRADE SECRET INDEMNITY:

- a) Contractor shall hold the State of California, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the Contract.
- b) Contractor may be required to furnish a bond to the State against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement.
- c) Contractor, at its own expense, shall defend any action brought against the State to the extent that such action is based upon a claim that the Goods or software supplied by the Contractor or the operation of such Goods pursuant to a current version of Contractor supplied operating software infringes a United States patent or copyright or violates a trade secret. The Contractor shall pay those costs and damages finally awarded against the State in any such action. Such defense and payment shall be conditioned on the following:
 - i) That the Contractor shall be notified within a reasonable time in writing by the State of any notice of such claim; and,
 - ii) That the Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that when principles of government or public law are involved, the State shall have the option to participate in such action at its own expense.
- d) Should the Goods or software, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement of a United States patent or copyright or a trade secret, the State shall permit the Contractor at its option and expense either to procure for the State the right to continue using the Goods or software, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such Goods or software by the State shall be prevented by injunction, the Contractor agrees to take back such Goods or software and make every reasonable effort to assist the State in procuring substitute Goods or software. If, in the sole opinion of the State, the return of such infringing Goods or software makes the retention of other Goods or software acquired from the Contractor under this Contract impractical, the State shall then have the option of terminating such Contracts, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such Goods or software and refund any sums the State has paid Contractor less any reasonable amount for use or damage.

- e) The Contractor shall have no liability to the State under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement which is based upon:
 - i) The combination or utilization of Goods furnished hereunder with equipment or devices not made or furnished by the Contractor; or,
 - ii) The operation of equipment furnished by the Contractor under the control of any operating software other than, or in addition to, the current version of Contractor-supplied operating software; or
 - iii) The modification by the State of the equipment furnished hereunder or of the software; or
 - iv) The combination or utilization of software furnished hereunder with non-Contractor supplied software.
- f) Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.
- g) The foregoing states the entire liability of the Contractor to the State with respect to infringement of patents, copyrights or trade secrets.

37. EXAMINATION AND AUDIT: Contractor agrees that the State, or its designated representative shall have the right to review and copy any records and supporting documentation pertaining to performance of this Contract. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subContract related to performance of this Contract.

38. DISPUTES:

- a) The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, Contractor shall submit to the Department Director or designee a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to or involving this Contract, unless the State, on its own initiative, has already rendered such a final decision. Contractor's written demand shall be fully supported by factual information; and if such demand involves a cost adjustment to the Contract, Contractor shall include with the demand a written statement signed by an authorized person indicating that the demand is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately reflects the Contract adjustment for which Contractor believes the State is liable. If the Contractor is not satisfied with the decision of the Department Director or designee, the Contractor may appeal the decision to the Department of General Services, Deputy Director, Procurement Division. In the event that this Contract is for information technology Goods and/or services, the decision may be appealed to an Executive Committee of State and Contractor personnel.
- b) Pending the final resolution of any dispute arising under, related to or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of Goods or providing of services in accordance with the State's instructions. Contractor's failure

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - NON-IT COMMODITIES

to diligently proceed in accordance with the State's instructions shall be considered a material breach of this Contract.

- c) Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Department Director or designee or Deputy Director, Procurement Division if an appeal was made. If the State fails to render a final decision within 90 days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless Contractor commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.

39. STOP WORK:

- a) The State may, at any time, by written Stop Work Order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract for a period up to 90 days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within a period of 90 days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the State shall either:
 - i) Cancel the Stop Work Order; or
 - ii) Terminate the work covered by the Stop Work Order as provided for in the termination for default or the termination for convenience clause of this Contract.
- b) If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if:
 - i) The Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this Contract; and
 - ii) The Contractor asserts its right to an equitable adjustment within 30 days after the end of the period of work stoppage; provided, that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Contract.
- c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the provision entitled Termination for the Convenience of the State, the State shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.
- d) The State shall not be liable to the Contractor for loss of profits because of a Stop Work Order issued under this clause.

- 40. **PRIORITY HIRING CONSIDERATIONS:** If this Contract includes services in excess of \$200,000, the Contractor shall give priority

consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with PCC Section 10353.

- 41. **COVENANT AGAINST GRATUITIES:** The Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the State with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the State shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the State in procuring on the open market any items which Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.

42. NONDISCRIMINATION CLAUSE:

- a) During the performance of this Contract, Contractor and its subContractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Contractor and subContractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subContractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor and its subContractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- b) The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subContracts to perform work under the Contract.

43. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, PCC Section 10296.

44. ASSIGNMENT OF ANTITRUST ACTIONS:

Pursuant to Government Code Sections 4552, 4553, and 4554, the following provisions are incorporated herein:

- a) In submitting an offer to the State, the supplier offers and agrees that if the offer is accepted, it will assign to the State all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. 15)

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - NON-IT COMMODITIES

or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of Goods, material, or services by the supplier for sale to the State pursuant to the solicitation. Such assignment shall be made and become effective at the time the State tenders final payment to the supplier.

- b) If the State receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the State any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the State as part of the offer price, less the expenses incurred in obtaining that portion of the recovery.
- c) Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and
 - i) the assignee has not been injured thereby, or
 - ii) the assignee declines to file a court action for the cause of action.

45. DRUG-FREE WORKPLACE CERTIFICATION: The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- b) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - i) the dangers of drug abuse in the workplace;
 - ii) the person's or organization's policy of maintaining a drug-free workplace;
 - iii) any available counseling, rehabilitation and employee assistance programs; and,
 - iv) penalties that may be imposed upon employees for drug abuse violations.
- c) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed or resulting Contract:
 - i) will receive a copy of the company's drug-free policy statement; and,
 - ii) will agree to abide by the terms of the company's statement as a condition of employment on the Contract.

46. FOUR-DIGIT DATE COMPLIANCE: Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date Compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

47. SWEATFREE CODE OF CONDUCT:

- a) Contractor declares under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the State pursuant to the Contract have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov and Public Contract Code Section 6108.
- b) Contractor agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if reasonably required by authorized officials of the State, the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under paragraph (a).

48. RECYCLING: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, Goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (PCC 12205).

49. CHILD SUPPORT COMPLIANCE ACT: For any Contract in excess of \$100,000, the Contractor acknowledges in accordance with PCC Section 7110, that:

- a) The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
- b) The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

50. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that Contractor complies with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq).

51. ELECTRONIC WASTE RECYCLING ACT OF 2003: The Contractor certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste. Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.

52. USE TAX COLLECTION: In accordance with PCC Section 10295.1, Contractor certifies that it complies with the requirements of Section 7101 of the Revenue and Taxation Code. Contractor further certifies that it will immediately advise State of

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - NON-IT COMMODITIES

any change in its retailer's seller's permit or certification of registration or applicable affiliate's seller's permit or certificate of registration as described in subdivision (a) of PCC Section 10295.1.

53. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC Section 10286 and 10286.1, and is eligible to Contract with the State.

54. DOMESTIC PARTNERS: For Contracts over \$100,000 executed or amended after January 1, 2007, the Contractor certifies that the Contractor is in compliance with Public Contract Code section 10295.3.

55. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- a) If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- b) If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

56. LOSS LEADER: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10302(b).)

ADDITIONAL CMAS TERMS AND CONDITIONS

57. CMAS -- CONTRACTOR'S LICENSE REQUIREMENTS:

Contracts that include installation or the wording "Furnish and Install" require at the time of Contract award that Contractors possess a valid California State Contractor's License. If sub-Contractors are used, they must also possess a valid California State Contractor's License. All businesses which construct or alter any building, highway, road, parking facility, railroad, excavation, or other structure in California must be licensed by the California State License Board (CSLB) if the total cost (labor and materials) of the project is \$500.00 or more. Failure to be licensed or to keep the license current and in good standing shall be grounds for Contract revocation.

58. CMAS -- PUBLIC WORKS REQUIREMENTS (LABOR/INSTALLATION):

- a) Prior to the commencement of performance, the Contractor must obtain and provide to the State, a payment bond, on Standard Form 807, when the Contract involves a public works expenditure (labor/installation costs) in excess of \$5,000. Such bond shall be in a sum not less than one hundred percent (100%) of the Contract price. Forms shall be provided to the Contractor.
- b) In accordance with the provisions of Section 1773 of the California Labor Code, the Contractor shall, conform and stipulates to the general prevailing rate of wages, including employer benefits as defined in Section 1773.1 of the California Labor Code, applicable to the classes of labor to be used for public works such as at the delivery site for the assembly and installation of the equipment or materials under the purchase order. Pursuant to Section 1770 of the California Labor Code, the Department of Industrial Relations has ascertained the general prevailing rate of wages in the county in which the work is to be done, to be as listed in the Department of Transportation booklet entitled General Prevailing Wage Rates. The booklet is compiled monthly and copies of the same are available from the Department of Industrial Relations, Prevailing Wage Unit at www.dir.ca.gov (select Statistics & Research) or (415) 703-4774. The booklet is required to be posted at the job site.
- c) The Contractor hereby certifies by signing this Contract that:
 - i) Contractor has met or will comply with the standards of affirmative compliance with the Non-Discrimination Clause Requirements included herein.
 - ii) Contractor is aware of the provisions of Section 3700 of the Labor Code that require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor will comply with such provisions before commencing the performance of the work of the purchase order.
- d) Laws to be Observed
 - i) Labor
Pursuant to Section 1775 of the California Labor Code the Contractor shall, as a penalty to the State or Political subdivision on whose behalf the purchase order is made or awarded, forfeit not more than fifty (\$50.00) for each calendar day, or portions thereof, for each worker paid by him or subContractor under him, less than the prevailing wage so stipulated; and in addition, the Contractor further agrees to pay to each workman the difference between the actual amount paid for each calendar day, or portions thereof, and the stipulated prevailing wage rate for the same. This provision shall not apply to properly indentured apprentices.
 - ii) Worker's Compensation Insurance
Pursuant to Sections 1810-1815 of the California Labor Code, inclusive, it is further agreed that the maximum hours a worker is to be employed is limited to eight hours a day and forty hours a week and the Contractor shall forfeit, as a penalty to the State, twenty-five (\$25) for each worker employed in the execution of the purchase order for each calendar day during which a workman is required or permitted to labor more than eight hours in any calendar day or more than forty hours in any calendar week, in violation of California Labor Code Sections 1810-1815, inclusive.

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - NON-IT COMMODITIES

The Contractor will be required to secure the payment of compensation to its employees in accordance with the provisions of Labor Code Section 3700.

iii) Travel and Subsistence Payments

Travel and subsistence payments shall be paid to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.

iv) Apprentices

Special attention is directed to Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code and Title 8, California Administrative Code Section 200 et seq. Each Contractor and/or subContractor must, prior to commencement of the public works Contract/purchase order, contact the Division of Apprenticeship Standards, 525 Golden Gate Avenue, San Francisco, CA, or one of its branch offices to insure compliance and complete understanding of the law regarding apprentices and specifically the required ratio thereunder. Responsibility for compliance with this section lies with the prime Contractor.

v) Payroll

The Contractor shall keep an accurate payroll record showing the name, social security account, and work classification specific and straight time and overtime hours worked by each employee. A certified copy of the employee's payroll record shall be available for inspection as specified in section 1776 of the California Labor Code.

59. CMAS -- TERMINATION OF CMAS CONTRACT:

- a) The State may terminate this CMAS Contract at any time upon 30 days prior written notice.
- b) If the Contractor's GSA Multiple Award Schedule is terminated within the term of the California Multiple Award Schedule, the California schedule shall also be considered terminated on the same date.
- c) Upon termination or other expiration of this Contract, each party will assist the other party in orderly termination of the Contract and the transfer of all assets, tangible and intangible, as may facilitate the orderly, nondisrupted business continuation of each party.
- d) Prior to the expiration of this Contract, this Contract may be terminated for the convenience of both parties by mutual consent.
- e) This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

60. **CMAS -- CONTRACT AMOUNT:** There is no guarantee of minimum purchase of Contractor's products or services by the State.

61. **CMAS -- DEBARMENT CERTIFICATION (FEDERALLY FUNDED CONTRACTS):** When Federal funds are being expended, the prospective recipient of Federal assistance funds is required to certify to the Buyer, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

62. **CMAS -- PURCHASE ORDERS FUNDED IN WHOLE OR PART BY THE FEDERAL GOVERNMENT:** All Contracts (including

individual orders), except for State construction projects, which are funded in whole or in part by the federal government may be canceled with 30 days notice, and are subject to the following:

- a) It is mutually understood between the parties that this Contract (order) may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Contract (order) were executed after that determination was made.
- b) This Contract (order) is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal year during which the order was generated for the purposes of this program. In addition, this Contract (order) is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress that may affect the provisions, terms or funding of this Contract (order) in any manner.
- c) It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Contract (order) shall be amended to reflect any reduction in funds. The department has the option to void the Contract (order) under the 30-day cancellation clause or to amend the Contract to reflect any reduction of funds.

63. CMAS -- CONFLICT OF INTEREST:

- a) Current State Employees (Public Contract Code Section 10410):
 - i) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity or enterprise is required as a condition of regular State employment.
 - ii) No officer or employee shall Contract on his or her own behalf as an independent Contractor with any State agency to provide Goods or services.
- b) Former State Employees (Public Contract Code Section 10411):
 - i) For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a Contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the Contract while employed in any capacity by any State agency.
 - ii) For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a Contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed Contract within the twelve-month period prior to his or her leaving State service.

64. CMAS -- SUBCONTRACTING REQUIREMENTS:

Any subContractor that the CMAS supplier chooses to use in fulfilling the requirements of this Contract/purchase order, and which is expected to receive more than ten (10) percent of value of the Contract/purchase order, must also meet all Contractual, administrative, and technical requirements of the Contract/purchase order, as applicable.

65. CMAS -- RENTAL AGREEMENTS:

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - NON-IT COMMODITIES

The State does not agree to:

- Indemnify a Contractor;
- Assume responsibility for matters beyond its control;
- Agree to make payments in advance;
- Accept any other provision creating a contingent liability against the State; or
- Agree to obtain insurance to protect the Contractor.

securing the faithful performance of the Contract by the Contractor.

The State's responsibility for repairs and liability for damage or loss is restricted to that made necessary by or resulting from the negligent act or omission of the State or its officers, employees, or agents.

If the Contractor maintains the equipment, the Contractor must keep the equipment in good working order and make all necessary repairs and adjustments without qualification. The State may terminate for default or cease paying rent should the Contractor fail to maintain the equipment properly.

Personal property taxes are not generally reimbursed when leasing equipment (SAM 8736).

66. CMAS -- LEASE (Lease \$Mart TM): If an agency desires to lease through Lease \$Mart TM, the Contractor agrees to sell to lessor the assets at the same price as they agree to sell to the State.

67. CMAS -- QUARTERLY REPORTS: Contractors are required to submit quarterly business activity reports, as specified in this Contract, even when there is no activity. A separate report is required for each Contract, as differentiated by alpha suffix.

68. CMAS -- LIQUIDATED DAMAGES:

In the event that the Contractor fails to deliver in accordance with the Contract requirements, the parties agree that the delay will interfere with the proper implementation of the State's programs, to the loss and damage of the State. From the nature of the case, it would be impracticable and extremely difficult to fix the actual damages sustained in the event of any such delay. The State and Contractor, therefore, presume that in the event of any such delay the amount of damage which will be sustained from a delay will be the amounts set forth in the Statement of Work, and the State and the Contractor agree that in the event of any such delay, the Contractor shall pay such amounts as liquidated damages and not as a penalty. Amounts due the State as liquidated damages may be deducted by the State from any money payable to the Contractor. The State shall notify the Contractor in writing of any claim for liquidated damages pursuant to this paragraph on or before the date State deducts such sums from money payable to the Contractor.

69. CMAS -- PROGRESS PAYMENTS/PERFORMANCE BONDS: In accordance with PCC 10314: Any Contract for Goods to be manufactured by the Contractor specially for the State and not suitable for sale to others in the ordinary course of the Contractor's business may provide, on such terms and conditions as the department deems necessary to protect the State's interests, for progress payments for work performed and costs incurred at the Contractor's shop or plant, provided that not less than 10 percent of the Contract price is required to be withheld until final delivery and acceptance of the Goods, and provided further, that the Contractor is required to submit a faithful performance bond, acceptable to the department, in a sum not less than one-half of the total amount payable under the Contract



PHILIPS

Philips Healthcare
3000 Minuteman Road, MS0400
Andover, MA 01810-1099

Email PO to: Healthcare.Orders@philips.com

or

Fax PO to: 1-800-947-3299

or

Mail PO to:

Philips Healthcare
Order Processing, MS0400
Andover, MA 01810-1099

800-934-7372

QUOTE DATE

08/21/2014

QUOTE NUMBER

2300453828

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LAST UPDATED TIME

08/21/2014 16:55:11

EXPIRATION DATE

10/21/2014

INCOTERMS

FOB DESTINATION

PAYMENT TERMS

Net 45 Days

Subject to Credit Approval

FORMAL QUOTE**CUSTOMER:**

Attention:

Rancho Santa Fe Fire
18027 Calle Ambiente
RANCHO SANTA FE CA 92067
UNITED STATES

Customer Number : 94499384

SALES REPRESENTATIVE

Mackenzie Brown Ph: 213-200-9132

Fax: 949-435-6187

QUOTE CONTACT

Lisa Fifty

Federal EIN: 13-3429115

| ITEM | PRODUCT | DESCRIPTION | QUANTITY | UNIT OF MEASURE | UNIT AMOUNT (USD) | TOTAL AMOUNT (USD) |
|--|------------------|--------------------------------|----------|-----------------|-------------------|--------------------|
| SPECIAL COMMENTS RSF monitors customer to pay upfront for support | | | | | | |
| 10 | M3536A 861289 | HeartStart MRx ALS monitor | 6 | PCE | 9,890.00 | 59,340.00 |
| | | A23 SpO2, NIBP, CO2 (Grey) | 6 | | 9,615.00 | 57,690.00 |
| | | B01 Noninvasive Pacing | 6 | | 2,350.00 | 14,100.00 |
| | | B02 12 Lead ECG acquisition | 6 | | 4,000.00 | 24,000.00 |
| | | B08 Q-CPR | 6 | | 2,995.00 | 17,970.00 |
| | | B09 Q-CPR Data Capture | 6 | | 200.00 | 1,200.00 |
| | | C03 Data Card | 6 | | 95.00 | 570.00 |
| | | C05 Lithium Ion Battery | 6 | | 415.00 | 2,490.00 |
| | | C10 5/5 Grabber ECG Lead Sets | 6 | | .00 | .00 |
| | | C21 Blk soft case-pads/paddles | 6 | | .00 | .00 |
| | | D01 Wireless Link-Generic | 6 | | 4,995.00 | 29,970.00 |
| | | LP1-User Instructions Guide | 6 | | .00 | .00 |
| | | M3508A Standard Pad Cable | 6 | | .00 | .00 |
| | | W01 1-Year, on-site warranty | 6 | | .00 | .00 |
| | | Agreement Discount | | | -32.71 % | -67,817.64 |
| | | Promotion discount | | | -6,500.00 | -39,000.00 |
| | | Net price | | | | 100,512.36 |

THIS QUOTATION CONTAINS CONFIDENTIAL AND PROPRIETARY INFORMATION OF PHILIPS HEALTHCARE AND IS INTENDED FOR USE ONLY BY THE CUSTOMER WHOSE NAME APPEARS ON THIS QUOTATION. IT MAY NOT BE DISCLOSED TO THIRD PARTIES WITHOUT PRIOR WRITTEN CONSENT OF PHILIPS HEALTHCARE.



PHILIPS

Philips Healthcare
3000 Minuteman Road, MS0400
Andover, MA 01810-1099

QUOTE DATE

08/21/2014

QUOTE NUMBER

2300453828

PAGE

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LAST UPDATED

08/21/2014

TIME

16:55:11

EXPIRATION DATE

10/21/2014

INCOTERMS

FOB DESTINATION

FORMAL QUOTE

REPRINT

| ITEM | PRODUCT | DESCRIPTION | QUANTITY | UNIT OF MEASURE | UNIT AMOUNT (USD) | TOTAL AMOUNT (USD) |
|------|------------------------------|---|----------|-----------------|-------------------|--------------------|
| | | Agreement: MH490 | | | | |
| 20 | 989803135301 989803135301 | 2-Bay Analyzer For HS Li-Ion Batteries | 4 | PCE | 1,385.00 | 5,540.00 |
| | | Agreement Discount | | | -33.00 % | -1,828.20 |
| | | Net price | | | | 3,711.80 |
| | | Agreement: MH490 | | | | |
| 30 | 861431 861431 | Event Review Pro 4.x | 1 | PCE | | |
| | | A01-Single-PC License | 1 | | 2,570.00 | 2,570.00 |
| | | Agreement Discount | | | -32.71 % | -840.65 |
| | | Net price | | | | 1,729.35 |
| | | Agreement: MH490 | | | | |
| 40 | 890416 | Monitoring & Cardiology Service Agreement | 1 | PCE | 31,941.00 | 31,941.00 |
| | | A08 Performace Assurance Service | | | | |
| | | A13 5 Years of Service | | | | |
| | | B04 Comprehensive Onsite | | | | |
| | | Net price | | | | 31,941.00 |
| 50 | 861389 861389 | HeartStart FR3 Defibrillator, ECG | 2 | PCE | 3,320.00 | 6,640.00 |
| | | Agreement Discount | | | -32.71 % | -2,171.94 |
| | | Net price | | | | 4,468.06 |
| | | Agreement: MH490 | | | | |
| 60 | 989803150031 989803150031 | Infant/Child Key, FR3 | 2 | PCE | 97.00 | 194.00 |
| | | Agreement Discount | | | -32.71 % | -63.46 |
| | | Net price | | | | 130.54 |
| | | Agreement: MH490 | | | | |
| 70 | 989803179181 989803179181 | Philips Small Soft Case w/o Auto-On, FR3 | 2 | PCE | 160.00 | 320.00 |
| | | Agreement Discount | | | -32.71 % | -104.67 |
| | | Net price | | | | 215.33 |

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PHILIPS

Philips Healthcare
3000 Minuteman Road, MS0400
Andover, MA 01810-1099

QUOTE DATE

08/21/2014

QUOTE NUMBER

2300453828

PAGE

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LAST UPDATED

08/21/2014

TIME

16:55:11

EXPIRATION DATE

10/21/2014

INCOTERMS

FOB DESTINATION

FORMAL QUOTE

REPRINT

| ITEM | PRODUCT | DESCRIPTION | QUANTITY | UNIT OF MEASURE | UNIT AMOUNT (USD) | TOTAL AMOUNT (USD) |
|------|------------------------------|--------------------------------------|----------|-----------------|-------------------|--------------------|
| | | Agreement: MH490 | | | | |
| 80 | 989803150081 989803150081 | Bluetooth transceiver module, FR3 | 2 | PCE | 139.00 | 278.00 |
| | | Agreement Discount | | | -32.71 % | -90.93 |
| | | Net price | | | | 187.07 |
| | | Agreement: MH490 | | | | |
| 90 | 989803150061 989803150061 | Data Card, FR3 | 2 | PCE | 92.00 | 184.00 |
| | | Agreement Discount | | | -32.71 % | -60.19 |
| | | Net price | | | | 123.81 |
| | | Agreement: MH490 | | | | |
| | | Total Quotation List Price | | | | 254,997.00 |
| | | Less All Applicable Discounts | | | | -111,977.68 |
| | | Total Quotation Net Price | | | | 143,019.32 |

Philips Healthcare is pleased to inform you that financing of its products and services is available to qualified applicants. To obtain more information contact Philips Medical Capital @ 866-513-4PMC.

*

Contract information for: **California Multiple Award Schedule-Cmas**

*

Prices quoted are subject to and reflect applicable discounts per the terms and conditions of the following contract:

Contract #MH490 Expiration: Oct. 31, 2017

*

The products listed herein are part of a Philips Promotion entitled: Buy More-Trade More-Save More - 11177US To qualify for the special discounts noted herein, all products within the Promotion configuration must be ordered. No changes and/or substitutions will be allowed. All orders for this promotion must be received on or before 12/31/2014

The trade-in allowance quoted herein exceeds Philips' estimate of the fair market value of the units by \$XXXX. This amount may be considered a price reduction or discount under 42 USC 1001.952(h).

*



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This quotation is issued pursuant to, and any PO for the items herein will be accepted subject to the Terms of Contract#MH490 .

If no contract is identified in the previous sentence or the products and/or services are not covered by this contract, this quotation is issued pursuant to, and any PO for the items herein will be accepted subject to the Philips Terms and Conditions of Sale posted at http://www.healthcare.philips.com/main/terms_conditions/ and the terms herein.

*

MD Buyline -- Please be aware that MD Buyline utilizes Philips current list prices as the basis of calculation for discount comparisons. If you are a customer utilizing a GPO contract with fixed pricing, it is likely that the list price on this quotation is based on an older published price list, and may be considerably less than the current list pricing that MD Buyline uses in its analysis. As such, the MD Buyline discount recommendation may be higher than the Philips offering for your particular purchase. If you have a question, please ask your Sales Representative for clarification. Should you have concerns or want additional information relative to how discount comparisons are calculated at MD Buyline, please call your analyst at MD Buyline.

*

All work is scheduled within normal working hours; Monday through Friday, 8 a.m. to 5 p.m. excluding Philips holidays.

All pricing is based on travel zones 1-3. For travel zones beyond 1-3, consult your Philips sales rep for alternate pricing.

It is the customers responsibility to provide Philips with the access necessary to complete the quoted work in a continuous start to finish manner.

Excessive delays and multiple visits will result in additional charges.

All prices are based upon 'adequate access' to work areas that are free from obstruction.

If it is determined, during the implementation that asbestos removal is required; Philips will suspend performance until the Customer remediates the asbestos.

Philips will work with the customers staff to reduce the downtime during the system transition.

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*

Products are for USA end-use only. Taxes, if applicable, are not included unless noted but will be added to the invoice. The Purchase Order must reference the Quote Number and your Purchase Agreement.

Please indicate your requested delivery date and your preference, if any, to accept and pay for partial shipments. If this quote includes Value-Added Services, they may be invoiced separately. Additional sold



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|------|---------|-------------|----------|-----------------|-------------------|--------------------|

training must be completed within twelve months of delivery/installation. System cabling, if included, is specified at the standard grade unless noted otherwise.

*

This quote specifically excludes Licensing & Permit Fees, Prevailing Wage Compensation and Union Labor.

*

IMPORTANT NOTICE: Health care providers are reminded that if the transactions herein include or involve a loan or a discount (including a rebate or other price reduction), they must fully and accurately report such loan or discount on cost reports or other applicable reports or claims for payment submitted under any federal or state health care program, including but not limited to Medicare and Medicaid, such as may be required by state or federal law, including but not limited to 42 CFR 1001.952(h).



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This quotation contains confidential and proprietary information of Philips Healthcare and is intended for use only by the customer whose name appears on this quotation. It may not be disclosed to third parties without prior written consent of Philips Healthcare



September 15, 2014


State of California Multiple Award Schedule Contract Number: 4-12-65-0023C

Philips Healthcare internal reference number MH490

To Whom it May Concern:

Philips Healthcare has assigned the internal contract reference MH490 to its bid award of the California Multiple Award Schedule 4-12-62-0023C. This internal reference will appear on all quotes, invoices, and other communication that are generated from Philips order entry system.


Margaret Messelaar
Margaret H. Messelaar
Director, Commercial Contracts
Director, Commercial Contract Manager


Date

STAFF REPORT

NO. 14-28

TO: BOARD OF DIRECTORS
TONY MICHEL, FIRE CHIEF
FROM: FRED COX, BATTALION CHIEF
SUBJECT: BUDGET AUTHORIZATION
DATE: OCTOBER 3, 2014



The following budget action is requested for approval and/or modification:

| Description | FY15 Budget | Funding Request | Funding Source | Action Requested |
|---|-------------|-----------------|--------------------|--------------------|
| (1) 2015 Staff Vehicle (Fire Chief) Ford 4x4 Expedition | \$50,000 | \$50,000 | 100% Fleet Reserve | Authorize purchase |
| <p>JUSTIFICATION for Funding Request:</p> <p>Staff seeks authorization to purchase one (1) staff vehicle (Fire Chief) with radio, emergency lighting, and command package:</p> <ul style="list-style-type: none">◆ One (1) Ford 4x4 SUV <i>estimated</i> - \$37,000◆ Emergency lighting, radio, and command package – <i>estimated</i> \$13,000 <p>Vehicle #0881, a 2008 Ford Expedition will be rotated into the District's vehicle pool. Staff will conduct a fleet vehicle analysis, and the oldest, highest mileage vehicle will be sold at auction.</p> | | | | |