

VALLEY CENTER FIRE PROTECTION DISTRICT



BOARD OF DIRECTORS' REGULAR MEETING VCMWD Board Room

**Zoom Meeting ID: 859 712 4912
Pass Code: 185394**

**with Live Stream to
VCFPD Facebook Page for COVID-19 Prevention**

Thursday – January 20, 2022 at 6:00 p.m.

**Valley Center Fire Protection District Board of Directors
REGULAR MEETING AGENDA**

January 20, 2022 / 6:00 p.m.

This Meeting will be cast on Zoom

Join Zoom Meeting

<https://us02web.zoom.us/j/8597124912?pwd=Rm9KR0dSZWYyMml0ZGtvcGJsU29VZz09>

Meeting ID: 859 712 4912

Passcode: 185394

One tap mobile

+16699009128,,8597124912#,,,,,0#,,185394# US (San Jose)

Dial by your location

+1 669 900 9128 US (San Jose)

Access Number: 859 712 4912

Pass Code: 185394

For COVID-19 Prevention

with Live Stream to VCFPD Facebook Page

Valley Center Municipal Water District Board Room

29300 Valley Center Rd Valley Center, CA 92082

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. PROPOSAL TO ADOPT RESOLUTION NO. 2022-03

Consideration to Approve Resolution NO. 2022-03 to Implement Teleconferencing Requirements During a Proclaimed State of Emergency Under Government Code Section 54953.

5. PUBLIC COMMENT

Any member of the Public may speak on any matter that is not on the Agenda. However, under State law, no decisions or actions can be taken and any such matters will be referred to the next meeting. Members of the public may address the Board during public comment by "Raising their hand" in Zoom, then type their comments or questions in the Chat Box and may indicate if they wish to address a particular agenda item, or if they wish to make a general comment on a matter within the subject matter jurisdiction of the District. The President will call on the member of the public at the appropriate time and allow the member of the public to provide live comment. The District limits each speaker to 5 minutes per topic and 20 minutes per subject.

6. PROCLAMATIONS AND PRESENTATIONS

A. Presentation of Life Saving Awards by Chief Napier.

B. Fire Watch Presentation by Gus Calderon – Fire Watch is a scientific service designed to help communities detect and mitigate high-risk fire zones by creating a detailed aerial picture of the community which helps determine the amount of vegetative fuels in proximity to structures.

7. CONSENT CALENDAR

All items listed on the Consent Calendar listed as Consent Items are considered routine and will be enacted in one motion. There will be no separate discussion of these items prior to the Board action on the motion, unless members of the Board, Staff or public request specific items be removed from the Consent Calendar from the Board Agenda for discussion.

- A. Approve Board Meeting Minutes on the Regular Meeting December 16, 2021 and Special Meeting January 6, 2022

Standing Item – Review and Approve

- B. Proposal to adopt Resolution NO 2022-04 (Kiavo) on Intention to Annex Territory to CFD 2008-1.

Review and Approve

8. STAFF REPORTS

- A. Fire Chief's Report
- B. Operations Division Report
- C. Community Risk Reduction Division Report
- D. Valley Center Firefighters Association Report

9. OLD BUSINESS

- A. District Based Elections / Public Comment – Maps
- B. Discussion of Board Policies

10. NEW BUSINESS

- A. Chief's Staff Report and proposal to adopt Resolution NO. 2022-05 Authorizing The Purchase of Four Zoll X Advanced Cardiac Monitor Defibrillators.

11. TREASURER'S REPORT

Review of Fiscal Recap for December 2021

12. CLOSED SESSION

Personnel Matters

- A. 54957.7. Announcement prior to Closed Session:

(a) Prior to holding any closed session, the legislative body of the local agency shall disclose, in an open meeting, the item or items to be discussed in the closed session. The disclosure may take the form of a reference to the item or items as they are listed by number or letter on the agenda. In the closed session, the legislative body may consider only those matters covered in its statement. Nothing in this section shall require or authorize a disclosure of information prohibited by state or federal law.

(b) After any closed session, the legislative body shall reconvene into open session prior to adjournment and shall make any disclosures required by Section 54957.1 of action taken in the closed session.

(c) The announcements required to be made in open session pursuant to this section may be made at the location announced in the agenda for

the closed session, as long as the public is allowed to be present at that location for the purpose of hearing the announcements.

13. ANNOUNCEMENT OF CLOSED SESSION ACTIONS

14. BOARD OF DIRECTORS COMMENTS

15. ADJOURNMENT

Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, as required by Section 202 of the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to the Board Secretary at (760) 751-7600, at least 48 hours before the meeting, if possible

NEXT REGULAR MEETING
February 17, 2022



VALLEY CENTER FIRE PROTECTION DISTRICT

28234 Lilac Road, Valley Center, CA 92082
(760) 751-7600 Fax (760) 749-3892
Website: vcfpd.org



VALLEY CENTER FIRE PROTECTION DISTRICT RESOLUTION 2022-03

RESOLUTION TO IMPLEMENT TELECONFERENCING REQUIREMENTS DURING A PROCLAIMED STATE OF EMERGENCY UNDER GOVERNMENT CODE SECTION 54953.

WHEREAS, the Ralph M. Brown Act requires that all meetings of a legislative body of a local agency be open and public and that any person may attend and participate in such meetings;

WHEREAS, the Brown Act allows for legislative bodies to hold meetings by teleconference, but imposes specific requirements for doing so;

WHEREAS, on March 17, 2020, in order to address the need for public meetings during the present public health emergency, Governor Newsom issued Executive Order No. N-29-20, suspending the Act's teleconferencing requirements; and

WHEREAS, on June 11, 2021, Governor Newsom issued Executive Order No. N-8-21, continuing the suspension of the Brown Act's teleconferencing requirements through September 30, 2021; and

WHEREAS, these Executive Orders allowed legislative bodies to meet virtually as long as certain notice and accessibility requirements were met; and

WHEREAS, the State Legislature amended the Brown Act through Assembly Bill No. 361 (AB 361) on September 16, 2021; and

WHEREAS, AB 361 amended the Brown Act so that a local agency may use teleconferencing without complying with the regular teleconferencing requirements of the Act, where the legislative body holds a meeting during a proclaimed state of emergency and makes certain findings; and

WHEREAS, Government Code section 54953 requires that the legislative body make additional findings every 30 days in order to continue such teleconferencing.

NOW THEREFORE, the legislative body of the Valley Center Fire Protection District hereby finds, determines, declares, orders, and resolves as follows:

Valley Center Fire Station 1
28234 Lilac Road
Valley Center, CA 92082

Valley Center Fire Station 2
28205 N. Lake Wohlford Road
Valley Center, CA 92082

1. That the foregoing recitals are true and correct and incorporates them by this reference.
2. The Board of Directors of the Valley Center Fire Protection District (District) finds, by a majority vote, the following:
 - a. That there exists a proclaimed state of emergency;
AND either:
 - b. The Board of Directors of the Valley Center Fire Protection District is meeting for the purpose of determining one of the following, or more than 30 days have passed since the Board met and determined one of the following and the Board now re-determines one of the following:
 - i. State or local officials have imposed or recommended measures to promote social distancing; OR
 - ii. As a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

OR

- c. This Board of Directors has made the determination set forth in subdivision (b), above within the last 30 days and now makes the following determination:
 - i. The Board of Directors of the Valley Center Fire Protection District has reconsidered the circumstances of the state of emergency; AND
 - ii. Any of the following circumstances exist:
 1. The state of emergency continues to directly impact the ability of the members to meet safely in person.
 2. State or local officials continue to impose or recommend measures to promote social distancing.
3. The District Fire Chief or his designee is authorized to take all steps and perform all actions necessary to execute and implement this Resolution in compliance with Government Code section 54953.
4. That this Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by The Board of Directors of the Valley Center Fire Protection District on this 20th day of January, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Signature: _____
Phil Bell, President, Valley Center Fire Protection District

Signature
Attest: _____
Regina Roberts, Secretary, Valley Center Fire Protection District

Valley Center Fire Station 1
28234 Lilac Road
Valley Center, CA 92082

Valley Center Fire Station 2
28205 N. Lake Wohlford Road
Valley Center, CA 92082

PROCLAMATIONS AND PRESENTATIONS

BOARD OF DIRECTORS' PACKET

VALLEY CENTER FIRE PROTECTION DISTRICT



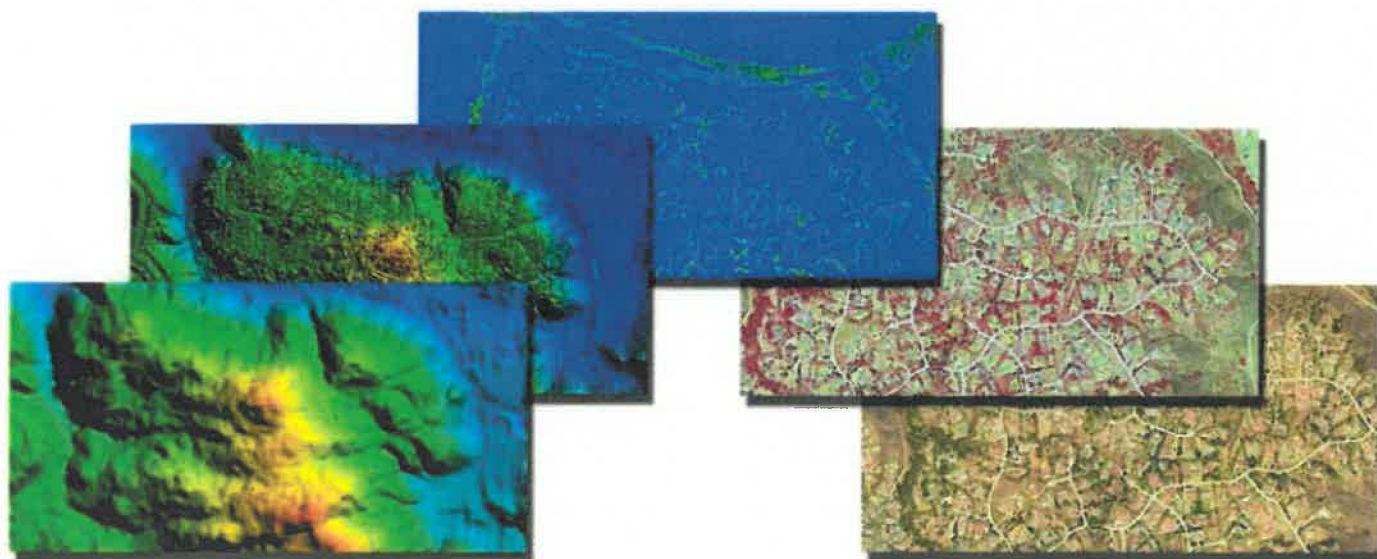
Wildfire Risk Mitigation for the 21st Century

FireWatch is a scientific service designed to help communities detect high-risk fire zones, offering mitigation strategies before the onset of wildfires. Using remote sensing technology from an aircraft, FireWatch determines the location and quantity of vegetative fuel surrounding structures

FireWatch creates a detailed picture of the community and determines the amount of vegetative fuels in proximity to structures. Wildfire behavior is computer simulated using fire modeling software and studies of documented fires. The collected data is integrated in a Geographic Information System (GIS) and used to generate vegetative fuel reduction solutions designed to reduce the risk of a wildfire over time.

FireWatch provides the following services:

- Community risk assessment
- GIS database with web portal
- Wildfire modeling
- Mitigation plan
- Safety plan



CONSENT CALENDAR

BOARD OF DIRECTORS' PACKET

VALLEY CENTER FIRE PROTECTION DISTRICT



**Minutes
Of A Regular Meeting
Of the Board of Directors of
Valley Center Fire Protection District
December 16, 2021 / 6:00 p.m.**

Valley Center Municipal Water District Board Room
29300 Valley Center Rd.
Valley Center, CA 92082

This Meeting was cast on Zoom with Live Stream to VCFPD Facebook Page
For COVID-19 Prevention

1. Call to Order at 6:00 p.m.
2. Roll Call:
Mike O'Connor – Present – Zoom attendance
Charlotte Seaborne - Present
Gina Roberts – Present
Phil Bell - Present
Steve Hutchison – Present
3. Pledge of Allegiance – led by Chief Davidson
4. A proposal was made for Consideration to Approve Resolution NO. 2021-55 continuing to Implement Teleconferencing Requirements During a Proclaimed State of Emergency Under Government Code Section 54953. After motion made and seconded and a roll call vote, Resolution 2021-55 was unanimously approved.
5. Election of Officers - These Board members were elected to the following positions:
Phil Bell, President, Steve Hutchison, Vice President, Gina Roberts, Secretary and Charlotte Seaborne, Treasurer.
6. Public Comment – Mike Pacheco, former fire board member and newly appointed Palomar Health Board member introduced himself to the Board and offered his support to the District and let the Board know that he is willing to help out as much as he can.
7. Proclamations and Presentations – None
8. Consent Calendar - Consent Calendar – The consent calendar, containing the minutes from the November 18, 2021 Regular Meeting and Special Meeting on December 2, 2021, after motion made and seconded, with an amendment to be added to the November minutes regarding the ad hoc committee that was appointed at the November Regular Meeting, and a roll call vote, was unanimously approved by the Board.

9. Staff Reports

- A. Fire Chief's Report – Chief Napier presented the month's activities.
- B. Operations Division Report – was also presented by Chief Napier.
- C. Community Risk Reduction Division Report was given by Fire Marshal Jim Davidson.
- D. Valley Center Firefighters Association Report – None

10. Old Business – 6:38 pm - A public hearing was held regarding District Based Elections there was no public comment and the hearing was adjourned at 6:40 pm.

11. New Business - None

12. Treasurers Report – The Treasurer's Report was presented to the Board by Chief Napier, there was a discussion about the December apportionment adjustment and concerns about errors and omissions. After motion made and seconded, the report was approved with the caveat by Director Seaborne, that sub-account items 30000 and 32000 are still pending.

13. 6:49 p.m. - Closed Session – A Closed Session was held to discuss Personnel Matters.

14. 7:30 p.m. - Announcement of Closed Session Actions – After the Closed Session, President Bell announced that during the Closed Session a matter was discussed about making work accommodations for an employee. The Board voted unanimously after a roll call vote to allow the Fire Chief to proceed with those accommodations.

14. Board of Directors Comments

Director O'Connor wished everyone a Merry Christmas.

Director Seaborne extended appreciation to Chief Napier and staff for the energy and thought that went into the RFP.

Director Roberts wished a Merry Christmas to everybody. She is honored to be attached to this group. She thought the Christmas party was outstanding.

Director Hutchison seconds the holiday wishes and asked to hear the results of the policies and procedures in January.

Director Bell has reminded the Board that he sent an email regarding comments for Chief Napier's annual evaluation and requested that he get those comments back within the next week. He wished everyone a Happy Christmas.

15. Adjournment – 7:35 p.m.

Regina Roberts, Secretary

NEXT REGULAR MEETING: January 20, 2022



VALLEY CENTER FIRE PROTECTION DISTRICT

28234 Lilac Road, Valley Center, CA 92082
(760) 751-7600 Fax (760) 749-3892
Website: vcfpd.org



VALLEY CENTER FIRE PROTECTION DISTRICT RESOLUTION 2021-55

RESOLUTION TO IMPLEMENT TELECONFERENCING REQUIREMENTS DURING A PROCLAIMED STATE OF EMERGENCY UNDER GOVERNMENT CODE SECTION 54953.

WHEREAS, the Ralph M. Brown Act requires that all meetings of a legislative body of a local agency be open and public and that any person may attend and participate in such meetings;

WHEREAS, the Brown Act allows for legislative bodies to hold meetings by teleconference, but imposes specific requirements for doing so;

WHEREAS, on March 17, 2020, in order to address the need for public meetings during the present public health emergency, Governor Newsom issued Executive Order No. N-29-20, suspending the Act's teleconferencing requirements; and

WHEREAS, on June 11, 2021, Governor Newsom issued Executive Order No. N-8-21, continuing the suspension of the Brown Act's teleconferencing requirements through September 30, 2021; and

WHEREAS, these Executive Orders allowed legislative bodies to meet virtually as long as certain notice and accessibility requirements were met; and

WHEREAS, the State Legislature amended the Brown Act through Assembly Bill No. 361 (AB 361) on September 16, 2021; and

WHEREAS, AB 361 amended the Brown Act so that a local agency may use teleconferencing without complying with the regular teleconferencing requirements of the Act, where the legislative body holds a meeting during a proclaimed state of emergency and makes certain findings; and

WHEREAS, Government Code section 54953 requires that the legislative body make additional findings every 30 days in order to continue such teleconferencing.

NOW THEREFORE, the legislative body of the Valley Center Fire Protection District hereby finds, determines, declares, orders, and resolves as follows:

Valley Center Fire Station 1
28234 Lilac Road
Valley Center, CA 92082

Valley Center Fire Station 2
28205 N. Lake Wohlford Road
Valley Center, CA 92082

1. That the foregoing recitals are true and correct and incorporates them by this reference.
2. The Board of Directors of the Valley Center Fire Protection District (District) finds, by a majority vote, the following:
 - a. That there exists a proclaimed state of emergency;
AND either:
 - b. The Board of Directors of the Valley Center Fire Protection District is meeting for the purpose of determining one of the following, or more than 30 days have passed since the Board met and determined one of the following and the Board now re-determines one of the following:
 - i. State or local officials have imposed or recommended measures to promote social distancing; OR
 - ii. As a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.
 - OR
 - c. This Board of Directors has made the determination set forth in subdivision (b), above within the last 30 days and now makes the following determination:
 - i. The Board of Directors of the Valley Center Fire Protection District has reconsidered the circumstances of the state of emergency; AND
 - ii. Any of the following circumstances exist:
 1. The state of emergency continues to directly impact the ability of the members to meet safely in person.
 2. State or local officials continue to impose or recommend measures to promote social distancing.
3. The District Fire Chief or his designee is authorized to take all steps and perform all actions necessary to execute and implement this Resolution in compliance with Government Code section 54953.
4. That this Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by The Board of Directors of the Valley Center Fire Protection District on this 16th day of December, 2021, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Signature: _____
Phil Bell, President, Valley Center Fire Protection District

Signature _____
Attest: _____
Regina Roberts, Secretary, Valley Center Fire Protection District

Valley Center Fire Station 1
28234 Lilac Road
Valley Center, CA 92082

Valley Center Fire Station 2
28205 N. Lake Wohlford Road
Valley Center, CA 92082



**Minutes
Of A Special Meeting
Of the Board of Directors of
Valley Center Fire Protection District
January 6, 2022 / 6:00 p.m.**

Valley Center Municipal Water District Board Room
29300 Valley Center Rd.
Valley Center, CA 92082

This Meeting was cast on Zoom with Live Stream to VCFPD Facebook Page
For COVID-19 Prevention

1. Call to Order at 6:00 p.m. by Director Bell
2. Roll Call:
Charlotte Seaborne – Present – Zoom attendance
Phil Bell – Present
Steve Hutchison – Present
Mike O'Connor – Present – Zoom attendance- with connectivity issues
Gina Roberts – Present – Zoom attendance-with connectivity issues
3. Pledge of Allegiance – led by Chief Davidson
4. A proposal was made for Consideration to Approve Resolution NO. 2022-01 continuing to Implement Teleconferencing Requirements During a Proclaimed State of Emergency Under Government Code Section 54953. After motion made and seconded and a roll call vote, Resolution 2022-01 was unanimously approved by the Board members present, Directors Hutchison, Bell and Seaborne.
5. Public Comment – None
6. Old Business – A Public Hearing was held to gather input from District registered voters on the subject of the maps that were drafted for the Voter District Boundaries for the election of its Board of Directors. There were no comments or attendance by the public and the hearing was closed at 6:03 p.m.
7. New Business
 - A. A proposal was made to adopt Resolution NO 2022-02 (Miller Rd) on Intention to Annex Territory to CFD 2008-1, after motion made and seconded, and a roll call vote, Resolution NO 2022-02 was approved by Directors O'Connor, Seaborne, Hutchison and Bell.

The meeting had to be shut down at 6:19 p.m. because the Zoom link was not functioning properly. Counsel advised to restart the Zoom portion of the meeting, for compliance with the Brown Act, to assure that there is connectivity for the public.

Meeting reconvened at 6:27 p.m.

Director Bell restarted the meeting with Public Comment, there was none.

Next was Old Business – the Public Hearing was reopened for comments on the draft maps for the Voter District Boundaries. There was no input by the public. The hearing was closed at 6:28 p.m.

Next was New Business. There was a proposal to adopt Resolution 2022-02, which had already been approved by the Board. We then moved on to Board Comments.

8. Board of Directors Comments

Director Roberts apologized about her connectivity problems and said that it was great to see everybody.

Director Seaborne wished everyone a happy new year and is looking forward to a productive 2022.

Director O'Connor would like the Board to hear a presentation from a company called Fire Watch that specializes in aerial photography to recognize and pinpoint dangerous fire areas. Director Bell noted that we will put the presentation on the agenda for the January Regular Meeting.

Director Hutchison seconded the happy new year

Director Bell also wished everyone a happy new year.

9. Adjournment – 6:32 p.m.

Regina Roberts, Secretary

NEXT REGULAR MEETING: January 20, 2022



VALLEY CENTER FIRE PROTECTION DISTRICT

28234 Lilac Road, Valley Center, CA 92082
(760) 751-7600 Fax (760) 749-3892
Website: vcfpd.org



VALLEY CENTER FIRE PROTECTION DISTRICT RESOLUTION 2022-01

RESOLUTION TO IMPLEMENT TELECONFERENCING REQUIREMENTS DURING A PROCLAIMED STATE OF EMERGENCY UNDER GOVERNMENT CODE SECTION 54953

WHEREAS, the Ralph M. Brown Act requires that all meetings of a legislative body of a local agency be open and public and that any person may attend and participate in such meetings;

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WHEREAS, AB 361 amended the Brown Act so that a local agency may use teleconferencing without complying with the regular teleconferencing requirements of the Act, where the legislative body holds a meeting during a proclaimed state of emergency and makes certain findings; and

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Valley Center Fire Station 2
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1. That the foregoing recitals are true and correct and incorporates them by this reference.
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 - a. That there exists a proclaimed state of emergency;
AND either:
 - b. The Board of Directors of the Valley Center Fire Protection District is meeting for the purpose of determining one of the following, or more than 30 days have passed since the Board met and determined one of the following and the Board now re-determines one of the following:
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 - c. This Board of Directors has made the determination set forth in subdivision (b), above within the last 30 days and now makes the following determination:
 - i. The Board of Directors of the Valley Center Fire Protection District has reconsidered the circumstances of the state of emergency; AND
 - ii. Any of the following circumstances exist:
 1. The state of emergency continues to directly impact the ability of the members to meet safely in person.
 2. State or local officials continue to impose or recommend measures to promote social distancing.
3. The District Fire Chief or his designee is authorized to take all steps and perform all actions necessary to execute and implement this Resolution in compliance with Government Code section 54953.
4. That this Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by The Board of Directors of the Valley Center Fire Protection District on this 6th day of January, 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Signature: _____
Phil Bell, President, Valley Center Fire Protection District

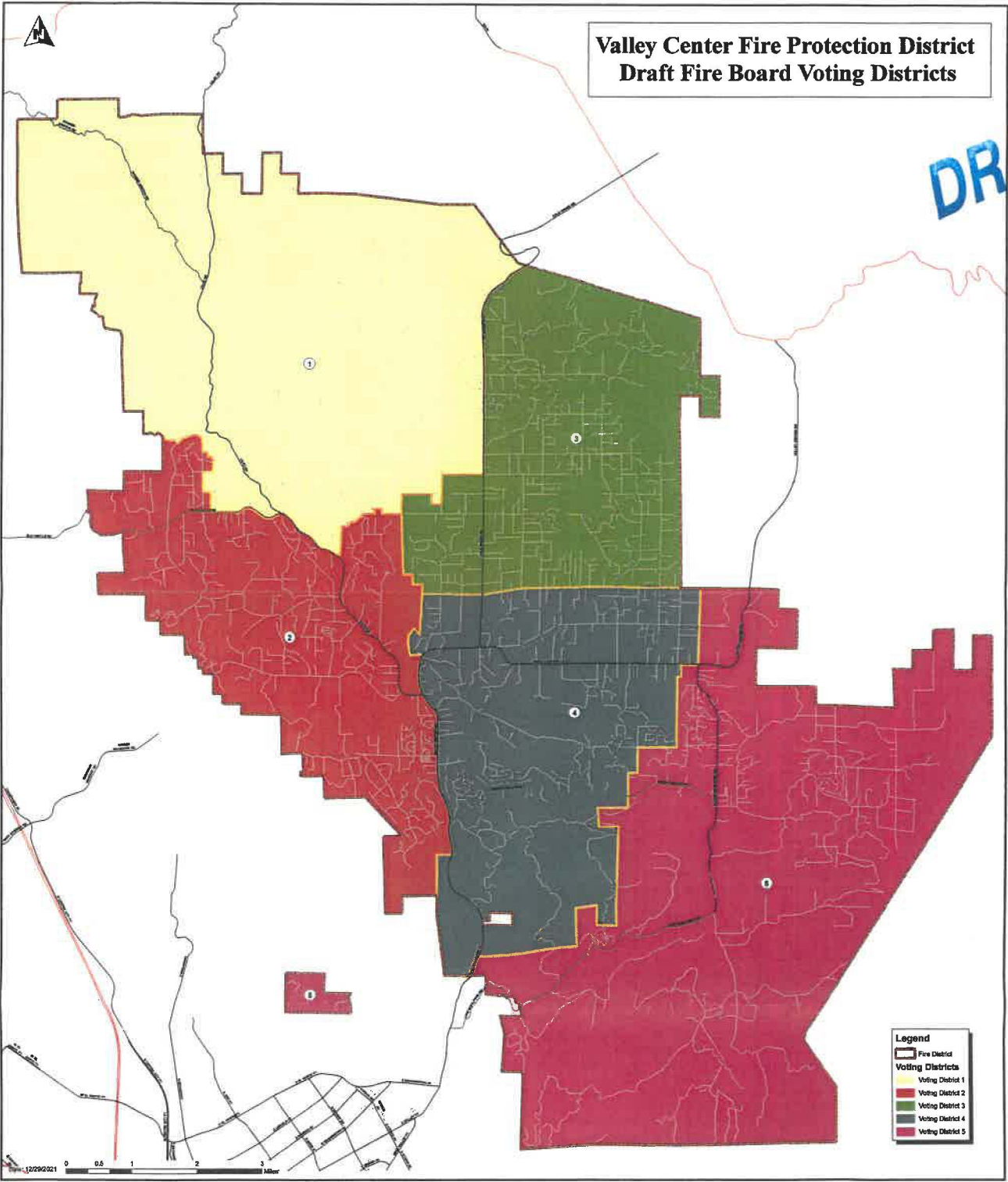
Signature: _____
Attest: _____
Regina Roberts, Secretary, Valley Center Fire Protection District

Valley Center Fire Station 1
28234 Lilac Road
Valley Center, CA 92082

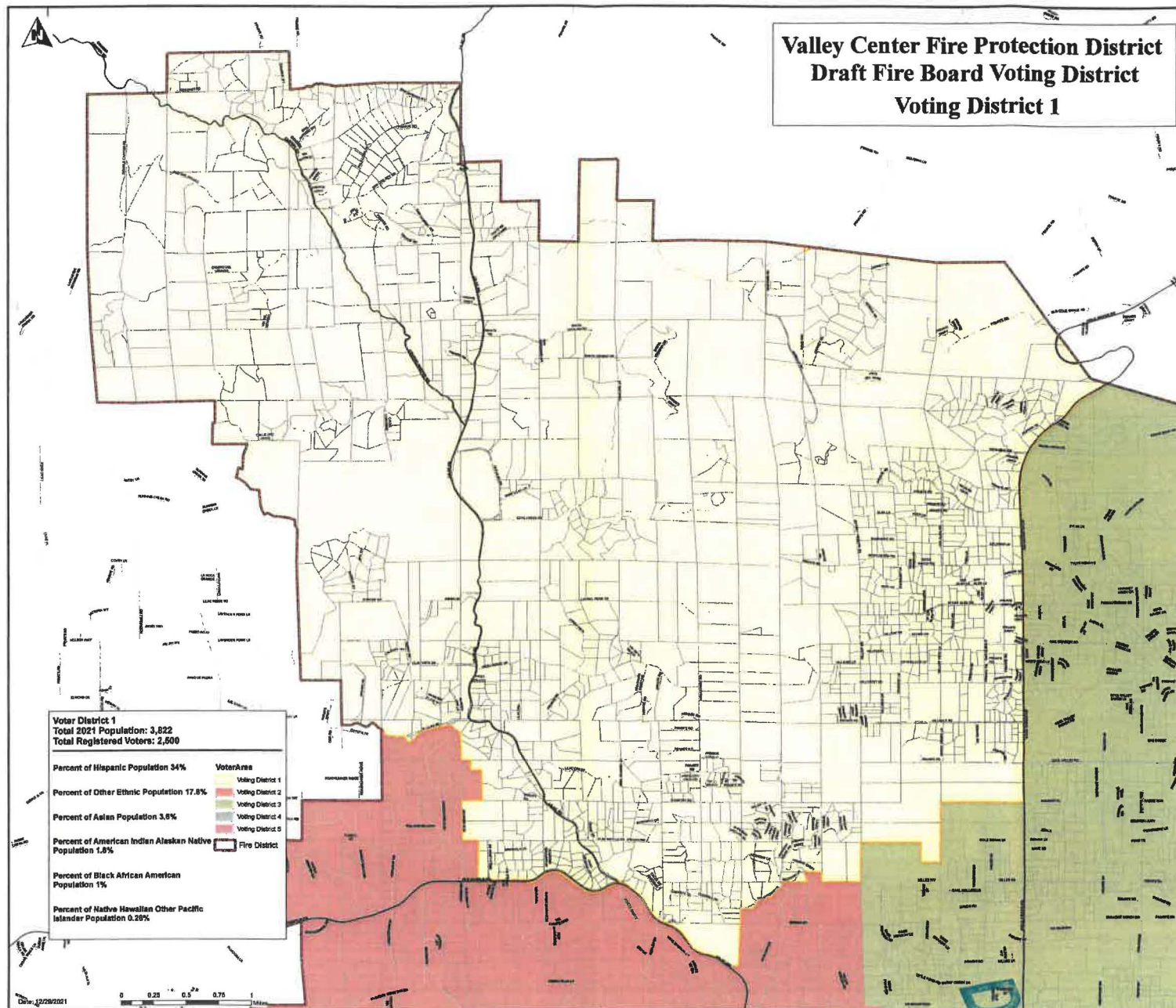
Valley Center Fire Station 2
28205 N. Lake Wohlford Road
Valley Center, CA 92082

**Valley Center Fire Protection District
Draft Fire Board Voting Districts**

DRAFT

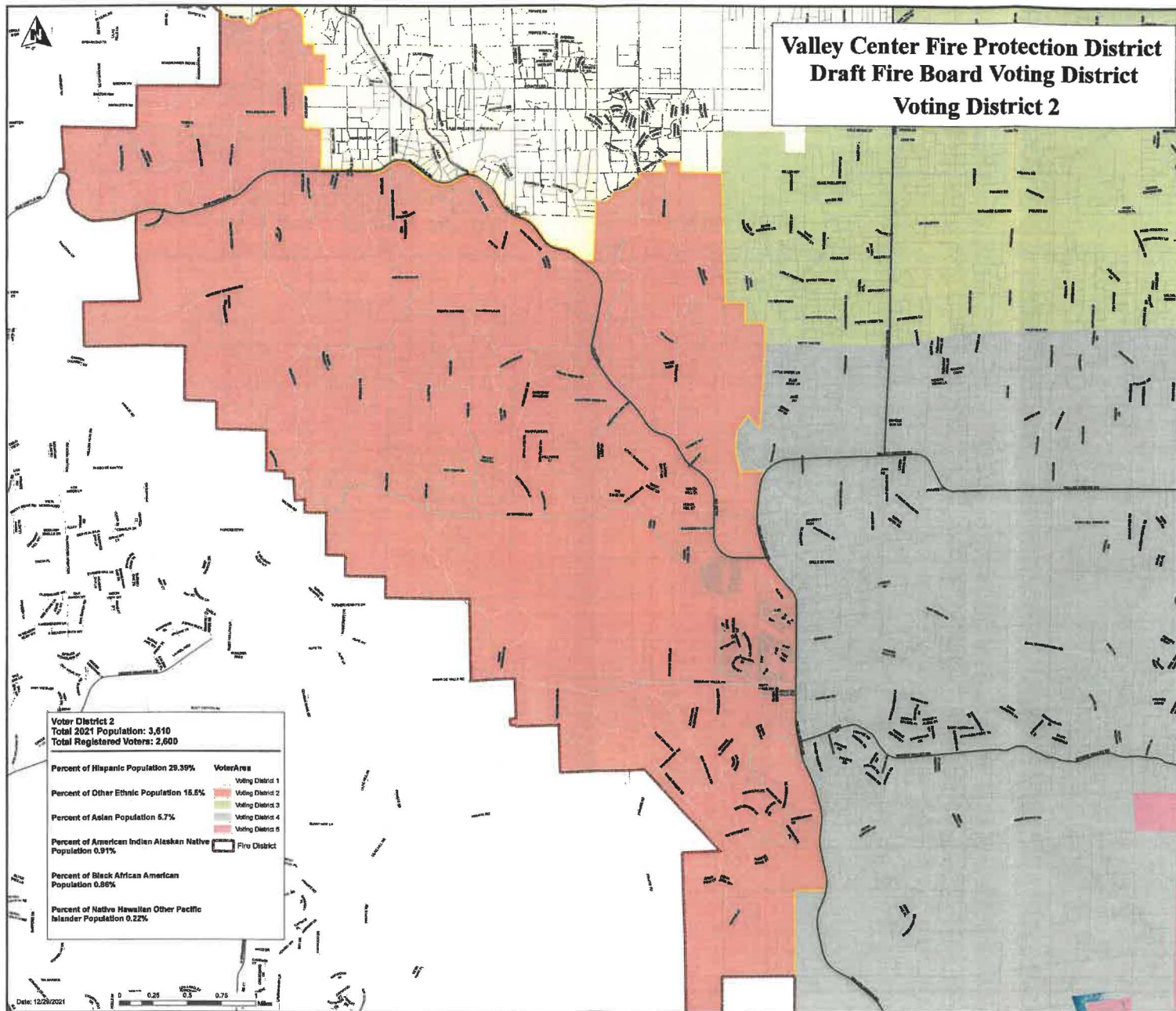


**Valley Center Fire Protection District
Draft Fire Board Voting District
Voting District 1**



DRAFT

**Valley Center Fire Protection District
Draft Fire Board Voting District
Voting District 2**

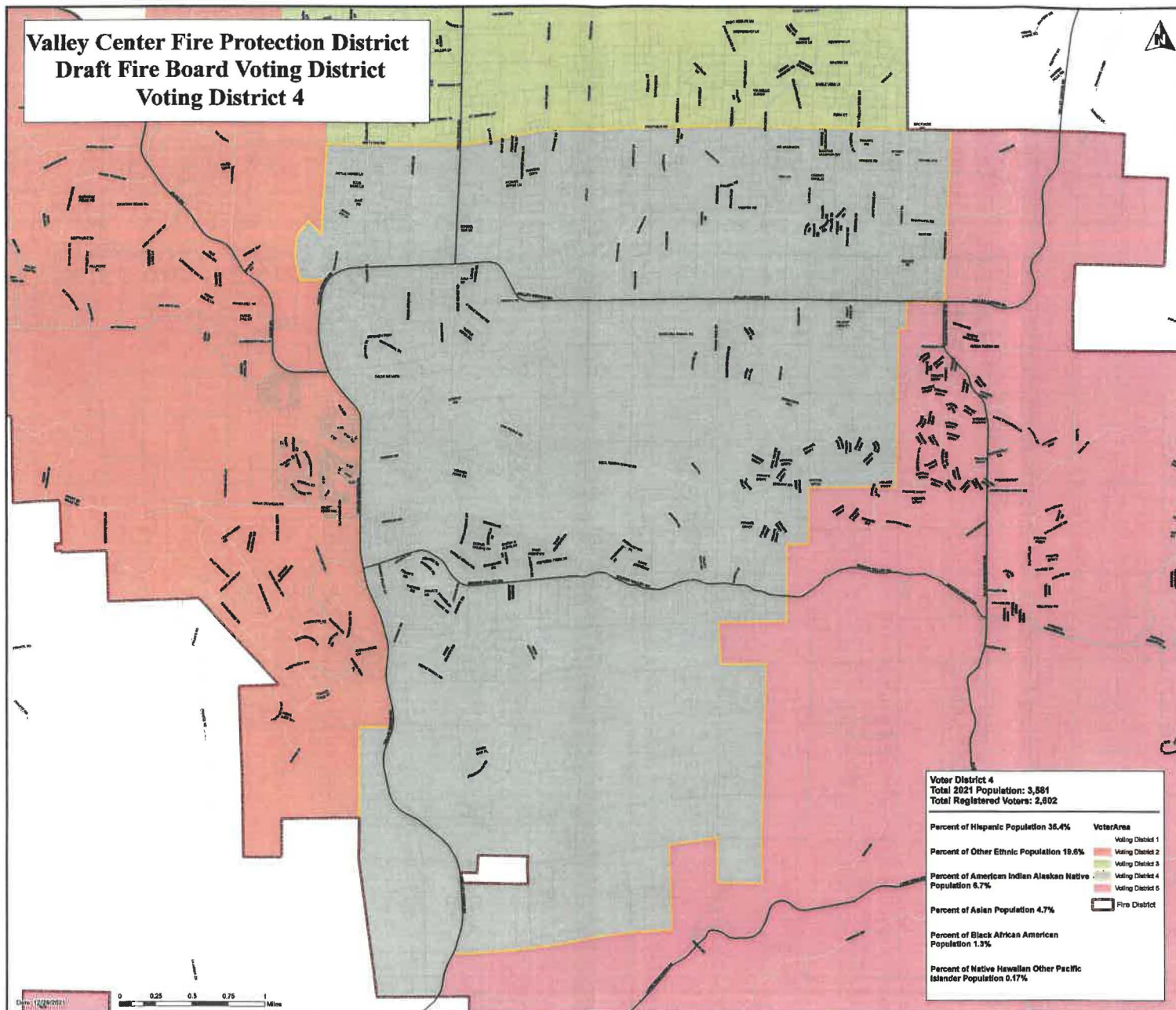


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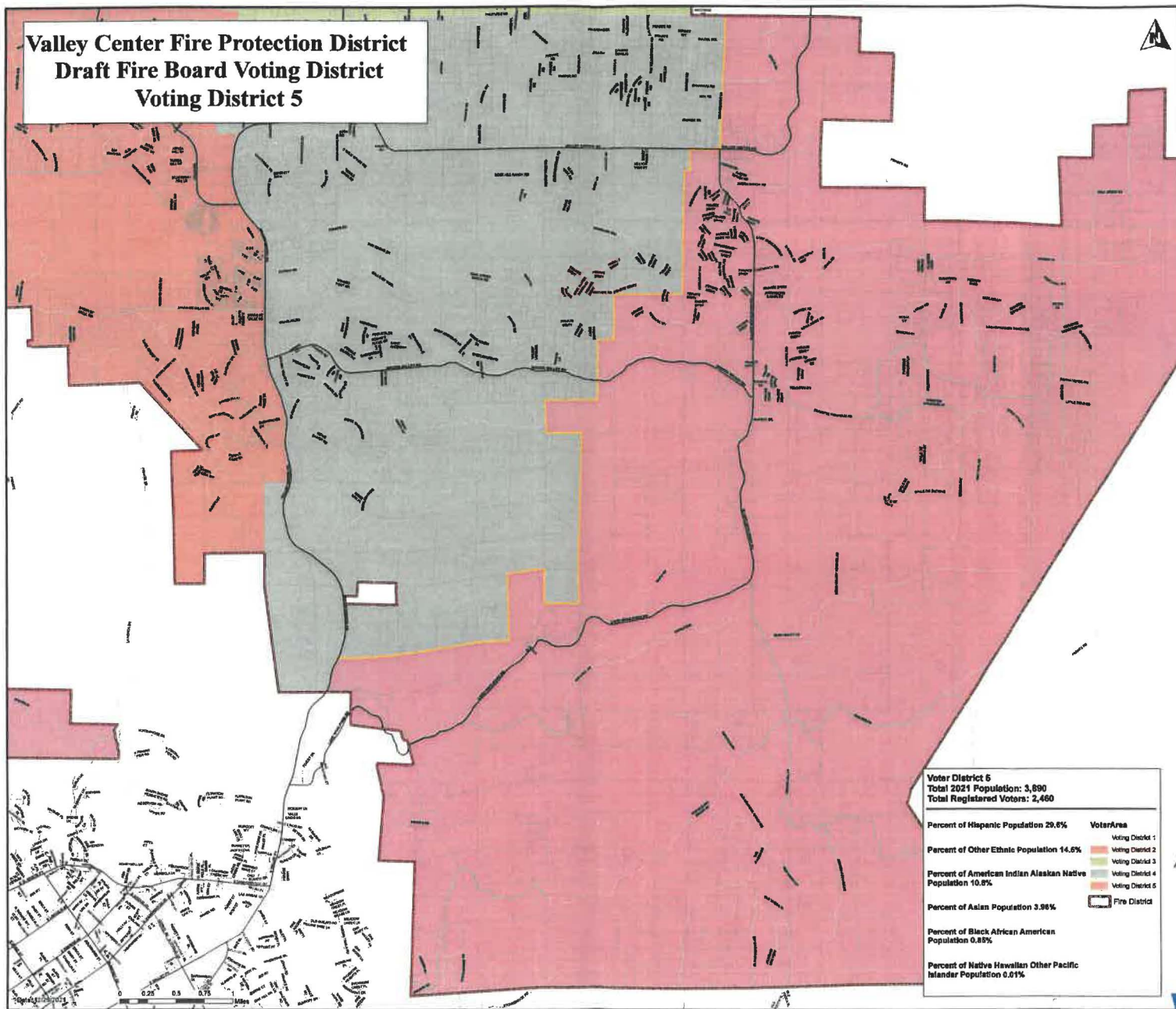


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**Valley Center Fire Protection District
Draft Fire Board Voting District
Voting District 4**



**Valley Center Fire Protection District
Draft Fire Board Voting District
Voting District 5**



DRAFT

RESOLUTION 2022-02

CFD 2008-1 – ANNEXATION

MILLER RD

188-170-12-00



**RESOLUTION NO. 2022-02
A RESOLUTION OF INTENTION
OF THE BOARD OF DIRECTORS OF THE VALLEY CENTER FIRE PROTECTION DISTRICT
TO ANNEX TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 2008-1
AND TO AUTHORIZE THE LEVY OF SPECIAL TAXES THEREIN**

WHEREAS, under the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing at section 53311 of the California Government Code, the Board of Directors (the "Board") of the Valley Center Fire Protection District (the "District") has conducted proceedings to establish Community Facilities District No. 2008-1 (the "CFD"), and

WHEREAS, the Board is the legislative body for the CFD and is empowered with the authority to annex territory to the CFD and now desires to undertake proceedings to annex territory to the CFD, and

WHEREAS, a petition requesting institution proceedings to annex territory to Community Facilities District No. 2008-1 District has been received from landowners owning not less than 10% of the proposed land to be annexed to the CFD, and

WHEREAS, the petition dated December 16, 2021 has been found to meet the requirements of Government Code section 53319, and

WHEREAS, this Board, having received indications of interest from the owner of the areas of land proposed to be annexed to the CFD, now desires to proceed with the annexation to the CFD in order to finance the balance of the costs of certain public services and facilities necessary or incident to development in the CSD.

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

1. This Board hereby finds and determines that public convenience and necessity require that territory be added to the CFD be formed and that the Board is authorized to conduct proceedings for the annexation of territory to the CFD pursuant to the Act.
2. The name of the existing CFD is "Community Facilities District No. 2008-1."
3. The territory included in the existing CFD is as shown on the map thereof filed in Book 42 of Maps of Assessment and Community Facilities Districts at Page 27 in the office of the County Recorder, County of San Diego, State of California to which map reference is hereby made for further particulars. The territory now proposed to be annexed to the CFD is as shown on Annexation Map No.2 to the CFD on file with the Clerk of the Board, the boundaries of which territory are hereby preliminarily approved and which map is incorporated in full herein by reference. The Clerk of the Board is hereby directed to record, or cause to be recorded, said map showing the territory to be annexed to the CFD in the office of the County Recorder of the County of San Diego within fifteen days of the date of adoption of this Resolution.

4. The types of services financed by the CFD and pursuant to the Act consist of those services (the "Services") described in Exhibit A to Resolution 2008-09, adopted by the Board on May 29, 2008 (the "Resolution of Formation"). It is presently intended that the Services will be shared, without preference or priority, by the existing territory in the CFD and the territory proposed to be annexed to the CFD.

5. Except to the extent that the funds are otherwise available to the CFD to pay for the Services, a special tax sufficient to pay the costs thereof is intended to be levied annually within the CFD and collected in the same manner and at the same time as ordinary *ad valorem* property taxes. The proposed rate and method of apportionment of the special tax among the parcels of real property within the CFD, as now in existence and following the annexation proposed herein, in sufficient detail to allow each landowner within the territory proposed to be annexed to the CFD to estimate the maximum amount such owner will have to pay are described in detail in Exhibit A attached to the Resolution of Formation, which by this reference is incorporated herein.

6. The Board shall hold a public hearing (the "Hearing") on the annexation of territory to the CFD and the proposed Rate and Method of Apportionment at 6 p.m., or as soon thereafter as practicable, on February 3, 2022, at the Valley Center Municipal Water District, at 29300 Valley Center Road, Valley Center, California. At the hearing, the Board will consider and finally determine whether the public interest, convenience and necessity require the annexation of territory to the CFD. Should the Board determine to annex territory to the CFD, a special election will be held to authorize the levy of the special tax in accordance with the procedures contained in Government Code section 53326. If held, the proposed voting procedure at the election is expected to be a landowner vote with each landowner of record as of the close of the Hearing having one vote for each acre of land or portion thereof owned within the territory to be annexed to the CFD. Ballots for the special election may be distributed by mail or by personal service. At the time and place set forth above for the Hearing, any interested person, including all persons owning lands or registered to vote within the proposed CFD, may appear and be heard.

7. The District may accept advances of funds or work-in-kind from any source, including, but not limited to, private persons or private entities, for any authorized purpose, including, but not limited to, paying any cost incurred by the District in the annexation of territory to the CFD. The District may enter into an agreement with the person or entity advancing the funds or work-in-kind, to repay all or a portion of the funds advanced, or to reimburse the person or entity for the value, or cost, whichever is less, of the work-in-kind, as determined by this Board, with or without interest.

8. The District Secretary is hereby directed to cause notice of the public hearing to be given by publication one time in a newspaper published in the area of the CFD. The publication shall be completed at least seven days before the date of the public hearing in Section 6. The Secretary shall also cause notice of the hearing to be given to each property owner within the CFD by first class mail, postage prepaid, to each such owner's addresses as it appears on the most recent tax records of the District or as otherwise known to the Secretary to be correct. Such mailed notice shall be completed not less than fifteen days before the date of the public hearing. Each of the notices shall be substantially in the form specified in section 53322 of the Act, with the form summarizing the provisions hereof hereby specifically approved.

9. Except as may otherwise be provided by law or by the rate and method of apportionment of the special tax for the CFD, all lands owned by any public entity, including the United States, the State of California and/or the District, or any departments or political subdivisions thereof, shall be omitted from the levy of the Special Tax to be made to cover the costs and expenses of the

Services and the CFD. In the event that a portion of the property within the CFD shall become for any reason exempt, wholly or in part, from the levy of the special tax, this Board will, on behalf of the CFD, increase the levy to the extent necessary upon the remaining property within the CFD that is not exempt in order to yield the required revenues to pay for the Services and other annual expenses of the CFD, if any, subject to the provisions of the rate and method of apportionment of the special tax.

10. The officers, employees and agents of the District are hereby authorized and directed to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this resolution.

PASSED AND ADOPTED by the Board of Directors of the Valley Center Fire Protection District on the 6th day of January, 2022 by the following vote:

Ayes:
Noes:
Absent:
Abstain:

ATTEST:

President, Board of Directors

Secretary, Board of Directors

RESOLUTION 2022-04

CFD 2008-1 – ANNEXATION

KIAVO DR

190-160-23-00



RESOLUTION NO. 2022-04
A RESOLUTION OF INTENTION
OF THE BOARD OF DIRECTORS OF THE VALLEY CENTER FIRE PROTECTION DISTRICT
TO ANNEX TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 2008-1
AND TO AUTHORIZE THE LEVY OF SPECIAL TAXES THEREIN

WHEREAS, under the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing at section 53311 of the California Government Code, the Board of Directors (the "Board") of the Valley Center Fire Protection District (the "District") has conducted proceedings to establish Community Facilities District No. 2008-1 (the "CFD"), and

WHEREAS, the Board is the legislative body for the CFD and is empowered with the authority to annex territory to the CFD and now desires to undertake proceedings to annex territory to the CFD, and

WHEREAS, a petition requesting institution proceedings to annex territory to Community Facilities District No.2008-1 District has been received from landowners owning not less that 10% of the proposed land to be annexed to the CFD, and

WHEREAS, the petition dated December 21, 2021 has been found to meet the requirements of Government Code section 53319, and

WHEREAS, this Board, having received indications of interest from the owner of the areas of land proposed to be annexed to the CFD, now desires to proceed with the annexation to the CFD in order to finance the balance of the costs of certain public services and facilities necessary or incident to development in the CSD.

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

1. This Board hereby finds and determines that public convenience and necessity require that territory be added to the CFD be formed and that the Board is authorized to conduct proceedings for the annexation of territory to the CFD pursuant to the Act.
2. The name of the existing CFD is "Community Facilities District No. 2008-1."
3. The territory included in the existing CFD is as shown on the map thereof filed in Book 42 of Maps of Assessment and Community Facilities Districts at Page 27 in the office of the County Recorder, County of San Diego, State of California to which map reference is hereby made for further particulars. The territory now proposed to be annexed to the CFD is as shown on Annexation Map No.2 to the CFD on file with the Clerk of the Board, the boundaries of which territory are hereby preliminarily approved and which map is incorporated in full herein by reference. The Clerk of the Board is hereby directed to record, or cause to be recorded, said map showing the territory to be annexed to the CFD in the office of the County Recorder of the County of San Diego within fifteen days of the date of adoption of this Resolution.

4. The types of services financed by the CFD and pursuant to the Act consist of those services (the "Services") described in Exhibit A to Resolution 2008-09, adopted by the Board on May 29, 2008 (the "Resolution of Formation"). It is presently intended that the Services will be shared, without preference or priority, by the existing territory in the CFD and the territory proposed to be annexed to the CFD.

5. Except to the extent that the funds are otherwise available to the CFD to pay for the Services, a special tax sufficient to pay the costs thereof is intended to be levied annually within the CFD and collected in the same manner and at the same time as ordinary *ad valorem* property taxes. The proposed rate and method of apportionment of the special tax among the parcels of real property within the CFD, as now in existence and following the annexation proposed herein, in sufficient detail to allow each landowner within the territory proposed to be annexed to the CFD to estimate the maximum amount such owner will have to pay are described in detail in Exhibit A attached to the Resolution of Formation, which by this reference is incorporated herein.

6. The Board shall hold a public hearing (the "Hearing") on the annexation of territory to the CFD and the proposed Rate and Method of Apportionment at 6 p.m., or as soon thereafter as practicable, on February 17, 2022, at the Valley Center Municipal Water District, at 29300 Valley Center Road, Valley Center, California. At the hearing, the Board will consider and finally determine whether the public interest, convenience and necessity require the annexation of territory to the CFD. Should the Board determine to annex territory to the CFD, a special election will be held to authorize the levy of the special tax in accordance with the procedures contained in Government Code section 53326. If held, the proposed voting procedure at the election is expected to be a landowner vote with each landowner of record as of the close of the Hearing having one vote for each acre of land or portion thereof owned within the territory to be annexed to the CFD. Ballots for the special election may be distributed by mail or by personal service. At the time and place set forth above for the Hearing, any interested person, including all persons owning lands or registered to vote within the proposed CFD, may appear and be heard.

7. The District may accept advances of funds or work-in-kind from any source, including, but not limited to, private persons or private entities, for any authorized purpose, including, but not limited to, paying any cost incurred by the District in the annexation of territory to the CFD. The District may enter into an agreement with the person or entity advancing the funds or work-in-kind, to repay all or a portion of the funds advanced, or to reimburse the person or entity for the value, or cost, whichever is less, of the work-in-kind, as determined by this Board, with or without interest.

8. The District Secretary is hereby directed to cause notice of the public hearing to be given by publication one time in a newspaper published in the area of the CFD. The publication shall be completed at least seven days before the date of the public hearing in Section 6. The Secretary shall also cause notice of the hearing to be given to each property owner within the CFD by first class mail, postage prepaid, to each such owner's addresses as it appears on the most recent tax records of the District or as otherwise known to the Secretary to be correct. Such mailed notice shall be completed not less than fifteen days before the date of the public hearing. Each of the notices shall be substantially in the form specified in section 53322 of the Act, with the form summarizing the provisions hereof hereby specifically approved.

9. Except as may otherwise be provided by law or by the rate and method of apportionment of the special tax for the CFD, all lands owned by any public entity, including the United States, the State of California and/or the District, or any departments or political subdivisions thereof, shall be omitted from the levy of the Special Tax to be made to cover the costs and expenses of the

Services and the CFD. In the event that a portion of the property within the CFD shall become for any reason exempt, wholly or in part, from the levy of the special tax, this Board will, on behalf of the CFD, increase the levy to the extent necessary upon the remaining property within the CFD that is not exempt in order to yield the required revenues to pay for the Services and other annual expenses of the CFD, if any, subject to the provisions of the rate and method of apportionment of the special tax.

10. The officers, employees and agents of the District are hereby authorized and directed to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this resolution.

PASSED AND ADOPTED by the Board of Directors of the Valley Center Fire Protection District on the 20th day of January, 2022 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

ATTEST:

President, Board of Directors

Secretary, Board of Directors

STAFF REPORTS

BOARD OF DIRECTORS' PACKET

VALLEY CENTER FIRE PROTECTION DISTRICT



VALLEY CENTER FIRE PROTECTION DISTRICT

28234 Lilac Road, Valley Center, CA 92082
(760) 751-7600 Fax (760) 749-3892
Website: vcfpd.org



January 20, 2022

Fire Chief's Report Valley Center Fire Protection District Board

1. The Valley Center Fire Department had another busy month with Emergency Incidents, Public Demos and Training.
2. ALS Program: Medic CE, Abdominal Emergencies
3. Operational Area Update: Strategic Plan Update
4. Local and Regional Training: Confined Space
5. Cal Fire Valley Center Battalion: Station 71 is staffed with 1 Type 6 Patrol 2 personnel.
6. Law Enforcement / Fire /Tribal Interagency Operations: Emergency Plan Update: VCPUSD
7. Fire Station 3 Development: RFP's have been submitted on January 18th for review to hire a Design Build Architect to work with a General Contractor to complete the county permitting processes for the L grading plan, septic layout, set the temporary fire station buildings, electrical plan, fiber optic and tele-communications plan, water service, fire suppression systems and Station alerting systems. This also gives us the ability to work under the same State Design Build guidelines for Fire Station 1 and 2 Capital Projects.

Valley Center Fire Station 1
28234 Lilac Road
Valley Center, CA 92082

Valley Center Fire Station 2
28205 N. Lake Wohlford Road
Valley Center, CA 92082

VCFPD OPERATIONAL REPORT: December 2021

Monthly Incident Data:

	VCFPD Station 1 E161	VCFPD Station 2 E162	VCFPD Station 2 OES WT	VCFPD Station 2 RS162	VCFPD Admin Command	VCFPD Admin Prevention	Auto Aid Received	Auto Aid Given	Total Incidents	Turnout Time	Travel Time	Response Time
	Total Incidents	Total Incidents	Total Incidents	Total Incidents	Total Incidents	Total Incidents	Total Incidents	Total Incidents	Total VCFPD Incidents	90 th Percentile	90 th Percentile	90 th Percentile
JAN	116	50	7	74	9	2	48	46	210	0:2:26	0:15:22	0:17:09
FEB	94	38	1	59	5	1	45	27	158	0:2:10	0:14:08	0:15:09
MAR	91	41	4	65	5	1	49	22	157	0:2:02	0:14:06	0:15:02
APR	95	38	4	65	2	2	38	19	166	0:1:25	0:12:56	0:13:53
MAY	115	50	4	71	12	2	57	30	193	0:1:40	0:13:08	0:14:02
JUN	88	56	4	67	8	3	65	31	181	0:1:46	0:13:55	0:15:43
JUL	85	45	1	68	6	2	52	25	164	0:1:44	0:13:50	0:15:42
AUG	122	42	2	74	9	3	49	35	205	0:2:05	0:12:15	0:13:48
SEP	114	33	8	78	10	3	54	27	188	0:2:20	0:12:28	0:13:32
OCT	96	50	2	61	8	2	54	28	187	0:2:01	0:10:59	0:12:42
NOV	98	37	4	47	4	2	43	33	162	0:2:12	0:12:41	0:15:55
DEC	95	55	0	72	8	2	50	35	167	0:1:56	0:13:27	0:15:03
Last Month Incidents	98	37	4	47	4	2	43	33	162	0:2:12	0:12:41	0:15:55
2020 Year to Date	972	516	47	480	86	35	422	346	1824	0:2:11	0:16:27	0:17:43
2021 Year to Date	1209	535	41	801	86	25	604	358	2138	0:02:19	0:14:08	0:15:56
YTD % Change	24%	4%	-13%	67%	0%	-29%	43%	3%	7%	6%	-14%	-10%
Concurrent Incidents	Total Incidents	Two Concurrent Incidents	Three Concurrent Incidents	Four Concurrent Incidents	Five Concurrent Incidents	Two Concurrent Incidents	Three Concurrent Incidents	Four Concurrent Incidents	Five Concurrent Incidents			
	162	30	9	1	0	18.52%	5.56%	.062%	0.00%			
Mercy USA	Mercy Medic 11	Mercy Medic 52	Mercy Medic 70	Mercy Medic 71	Mercy Medic 75			Total Unit Responses	Total Unit Transports	90th Percentile Turnout	90th Percentile Travel	90th Percentile Response
Ambulance Responses	5	0	13	69	6			93	85	0:3:28	0:20:36	0:21:45

Firefighters in the program: 31

- Firefighter Driver Operators: 0
- Firefighter Paramedics: 12
- Firefighter EMTs: 19
- Fire Explorers: 10

Apparatus and Equipment:

Station 1:

- E-161 – In Service
- C-1601 - In Service
- C-1602 - In Service
- P-1650 - In Service

E-169 – In Reserve

C-1603 – In Reserve

CP-1616 - In Service / Renumbered P1651

Station 2:

- E-162 – In Service
- RS-162 – In Service

E-168 – In Reserve

OES WT62 - In Service

Valley Center Fire Station 1
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	Report Year 2021			Report Year 2020			Year over Year Change	
	Total Incidents 2021	Incidents with transport 2021	Incidents without transport 2021	Total Incidents 2020	Incidents with transport 2020	Incidents without transport 2020	Incidents	Percentage Change from 2020
Aid	9	0	9	27	9	18	-18	-66.67%
Alarm	56	0	56	64		64	-8	-12.50%
Fire	490	1	489	519	24	495	-29	-5.59%
Medical	2,094	1,465	629	1,915	1,270	645	179	9.35%
Rescue	148	59	89	101	63	38	47	46.53%
Other	74	34	40	23	10	13	51	221.74%
Grand Total	2,871	1,559	1,312	2,649	1,376	1,273	222	8.38%

Total Incidents 2021

Other

2.6%

Rescue

5.2%

Medical

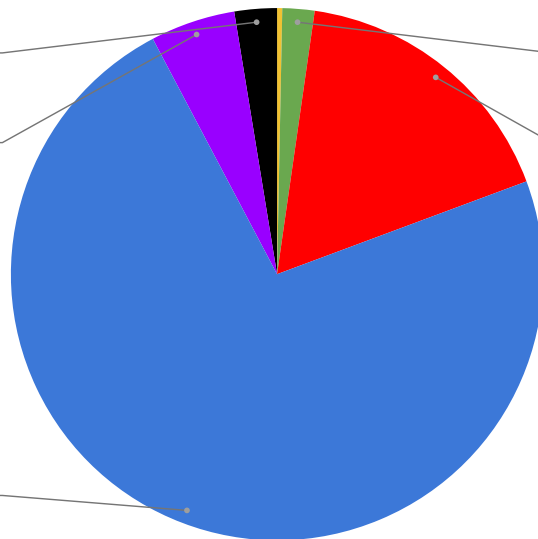
72.9%

Alarm

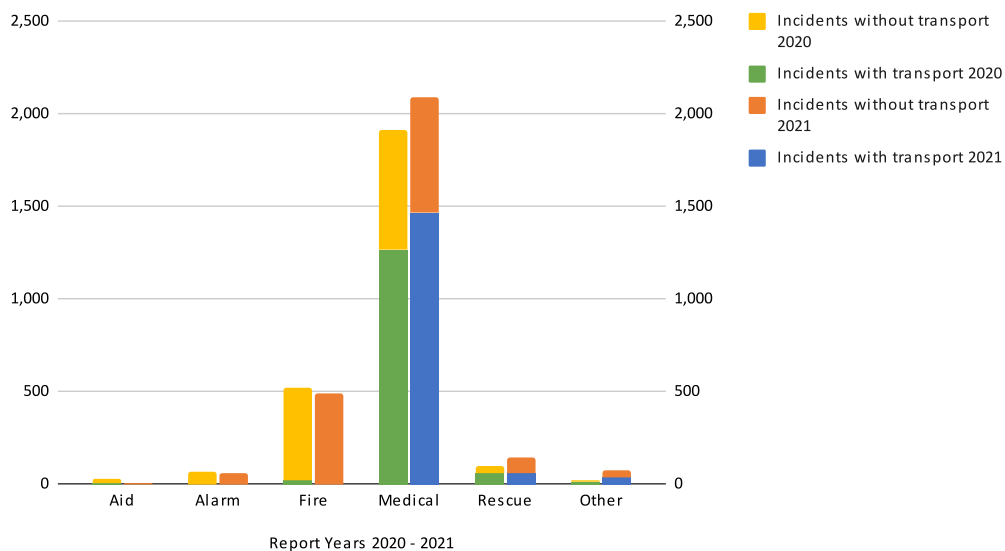
2.0%

Fire

17.1%



Incidents with and without transport 2020 -2021

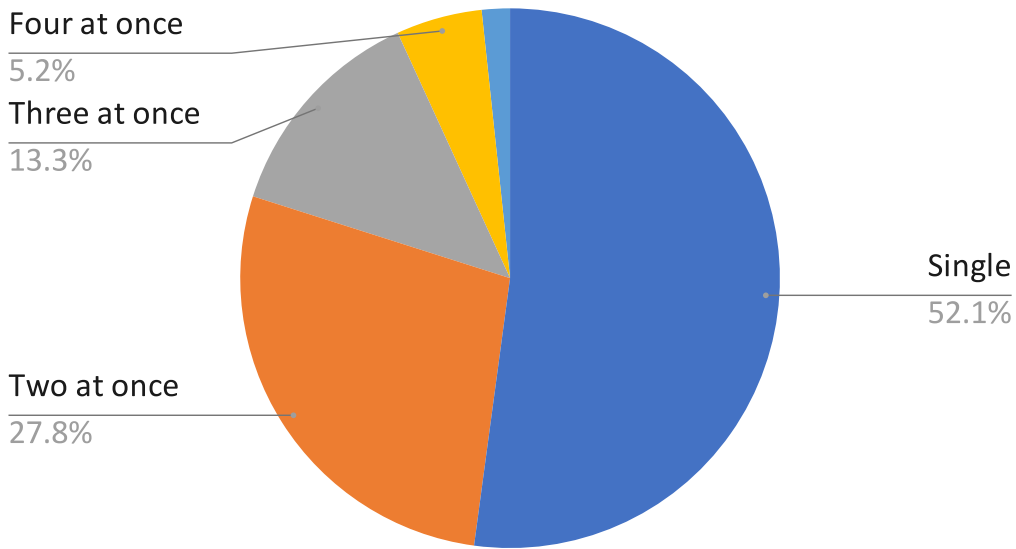


Concurrent Calls in 2021	
Total	2,135
Single	1,113
Two at once	593
Three at once	283
Four at once	110
Five at once	36
Concurrent Calls in 2020	
Total	1,991
Single	1,182
Two at once	601
Three at once	162
Four at once	41
Five at once	5

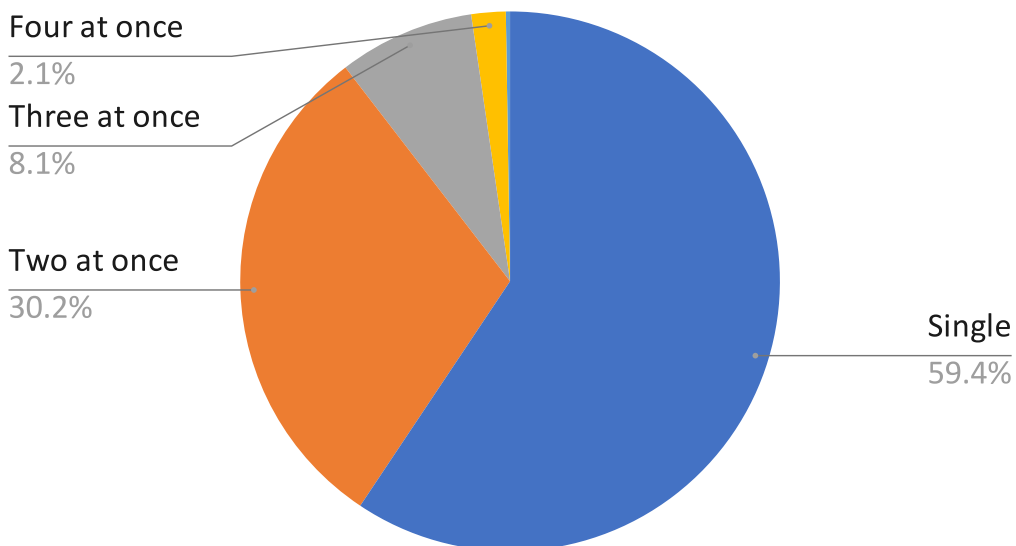
2021 Concurrent Calls %: 47.87%

2020 Concurrent Calls %: 40.63%

Concurrent Calls in 2021



Concurrent Calls in 2020



Special Training and Future Community Events:

- Planning Group Evacuation Sub-Committee Meeting: January 27, 2021 on Zoom 6:30pm
- Valley Center Fire Safe Council: Chipping Days, Grants for Evacuation Route and Road Side Vegetation Management, Urban Corps Vegetation Management, Paradise Mountain Fuel Break.
- Annual All Hands Meeting: February 8, 2021 0830 to 1300: Fire Station 1 (lunch will be served)
- February 12, 2022: Firefighters Sweethearts Ball and Charity Gala Escondido Center for the Performing Arts. (Postponed until April due to significant COVID Outbreaks)
- April 7, 2022: Fire Extinguisher Service Day
- April 2022: County Wildland Drill
- May 2022: Annual Wildland Symposium (TBD)
- May 27, 28, 2022: Western Days Rodeo
- June 2,3,4, 2022: Western Days Chili Cookoff and Parade

Legislative / Political Updates:

Local CVRA Compliant Voting Districts

Grants/Awards FY-20-21:

- AFG Grant Application 2021: in process
- Safer Grant Application 2021: in process
- Health and Safety Grant 2021: in process
- SHSGP: 2021 Grant Application: \$14,150 Awarded: 3/01/2022
- State COVID Funds Awarded: \$67,412
- County COVID Funds Awarded: \$179,000
- FEMA COVID Funds Awarded: TBD
- Valley Center Fire Foundation Donations, Grants and Pledges for Station 3: \$556,000
- State of California 75th Assembly District Budget Line Award to VCFPD for Station 3 Infrastructure, Type 3 Fire Apparatus and Fire Station Projects: \$1,060,000.00: Awarded and Check Deposited

Significant Incidents/Station Activities:

- Structure Fire / Chimney Fire: Oak Trail Road, Paradise Mountain
- Rescue Traffic Collision: Robles and Lilac
- Rescue Traffic Collision: Mac Tan and Valley Center Road
- Large Vehicle Fire: Woods Valley Road

Trauma Intervention Program (TIP):

- 0 TIP responses for the month of December to Valley Center.



Josef G. Napier, Fire Chief
Valley Center Fire Protection District

Valley Center Fire Station 1
28234 Lilac Road
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Valley Center Fire Station 2
28205 N. Lake Wohlford Road
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Community Risk Reduction Division Fire Marshal's Report

December 2021

Significant Events since last report:

- Christmas party
- DSI Inspections/Smoke detectors - Volunteers
- 23 Hydro Inspections and 28 Finals in Park Circle

Business of Prevention:

Item Name	Units
Custom Amount	1
3.1.1 Commercial Plans (Building or sprinkler plans and resubmittals)	1
3.3.8 Commercial Solar Plan Review	1
4.16 Other Services Not Listed (Per Hour)	1
4.3 Business License Inspection/Reinspection (Engine Company Inspection)	2
2.2.1 New Residential or Remodel Plan Review (Any type, includes inspections)	1
2.1.1 New Residential or Remodel Plan Review (Any type, includes inspections)	70
2.1.3 Residential Fire Sprinklers NFPA 13-D or NFPA 13-R (includes 2 inspections)	68
2.3.2 Accessory Dwelling Unit Plan Review (Includes 2 Inspections)	6
2.3.3 Barns and Outbuildings under 500 sq ft and Open Walled under 1000 sq ft	1
2.3.4 Barns and Outbuildings (500 sq ft and over and under 4,000 sq ft)	4
Liquefied Petroleum Gases (State Mandated Permit)	1
Motor-Vehicle Fuel Dispensing Station (State Mandated Permit)	1
1.1.4 Release of Map Covenants	1

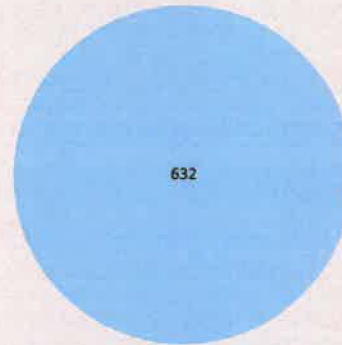
Park Circle / Orchard Run Development Status Report

01/12/2022

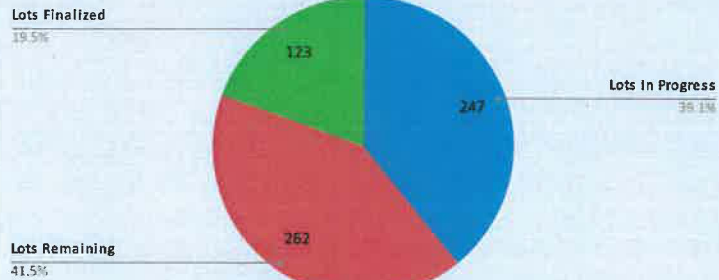
Total Lots in Project	632
Lots Sold to Developers	632
Lots Unsold	0
Lots In Progress	247
Lots Remaining	262
Lots Finalized	123
Mitigation Total	\$1,037,414.68
Mitigation Remaining	\$442,799.26
Mitigation Complete	\$594,615.42
Plan Check Total	\$376,040.00
Plan Check Remaining	\$155,890.00
Plan Check Complete	\$220,150.00

Inspections Remaining	
Hydrostatic Remaining:	434
Finals Remaining:	509
Total inspections remaining:	943

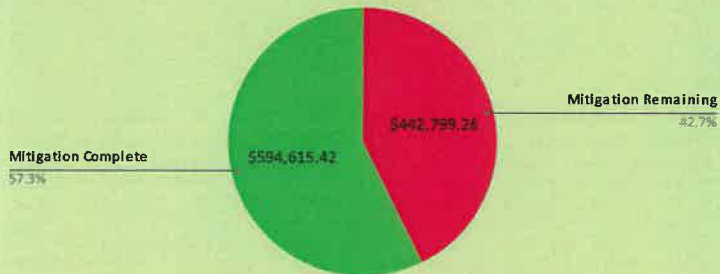
Park Circle/Orchard Run Lots



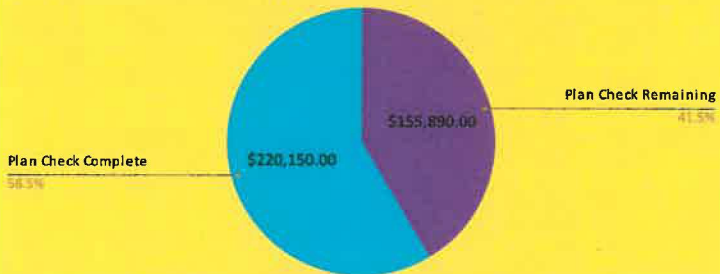
Park Circle/Orchard Run Lots in Development



Park Circle/Orchard Run Mitigation Totals



Park Circle/Orchard Run Plan Check Fees



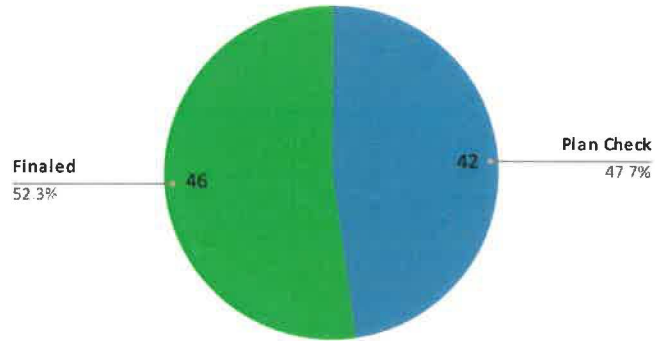
Park Circle Development - Summer (Shea Homes)

Mirar De Valle / VC Road

Date: 01/12/2022	
Total Lots:	88
Plan Check Complete:	42
Lots Remaining	0
Finaled	46
Mitigation Total:	\$120,778.62
Mitigation Remaining:	\$0.00
Mitigation Complete:	\$120,778.62
Plan Check Total:	\$52,360.00
Plan Check Remaining:	\$0.00
Plan Check Complete:	\$52,360.00

Inspections Remaining	
Hydros Remaining:	24
Finals Remaining:	42
Total:	66

Shea Lots



Shea Mitigation Totals



Shea Plan Check Fees



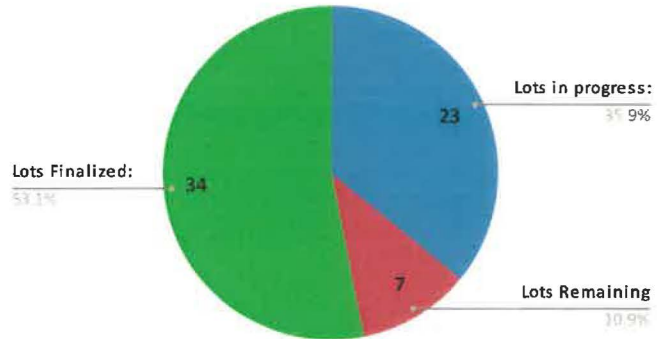
Park Circle Development - Porches (Beazer)

Mirar De Valle / VC Road

Date: 01/12/2022	
Total Lots:	64
Lots in progress:	23
Lots Remaining	7
Lots Finalized:	34
Mitigation Total:	\$124,202.36
Mitigation Remaining:	\$13,645.66
Mitigation Complete:	\$110,556.70
Plan Check Total:	\$38,080.00
Plan Check Remaining:	\$4,165.00
Plan Check Complete:	\$33,915.00

Inspections Remaining	
Hydros Remaining:	18
Finals Remaining:	30
Total:	48

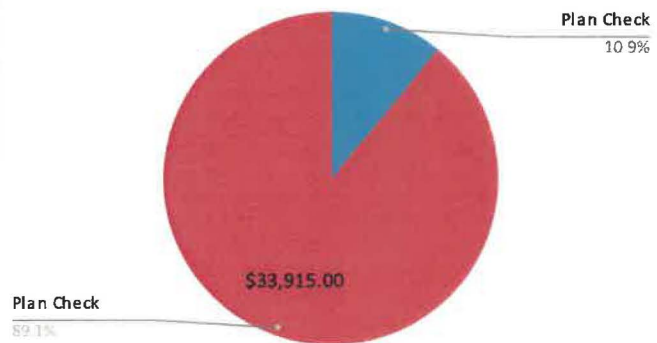
Beazer - Porches Lots



Beazer - Porches Mitigation Totals



Beazer - Porches Plan Check Fees



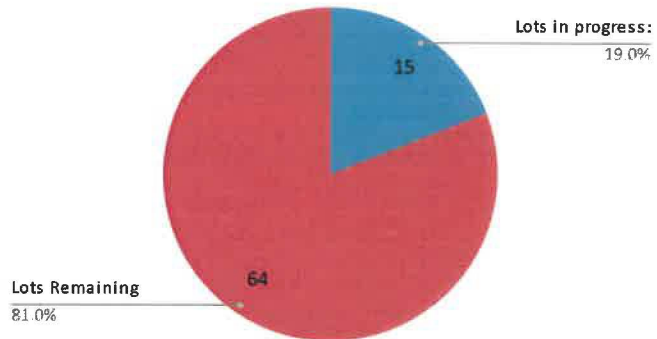
Park Circle Development - Trailside (Beazer)

Mirar De Valle / VC Road

Date: 01/12/2022	
Total Lots:	79
Lots In progress:	15
Lots Remaining	64
Lots Finalized:	0
Mitigation Total:	\$127,892.32
Mitigation Remaining:	\$103,626.86
Mitigation Complete:	\$24,265.46
Plan Check Total:	\$47,005.00
Plan Check Remaining:	\$38,080.00
Plan Check Complete:	\$8,925.00

Inspections Remaining	
Hydros Remaining:	74
Finals Remaining:	79
Total:	153

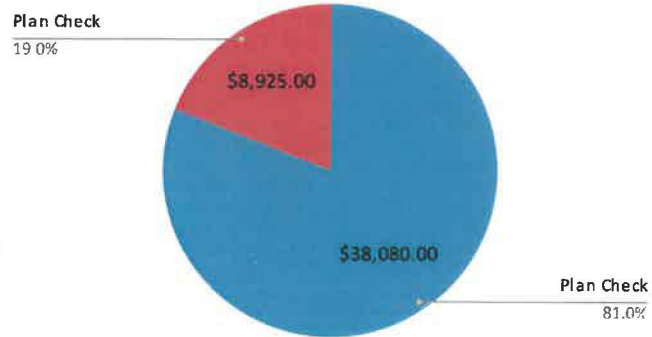
Beazer - Trailside Lots



Beazer Trailside Mitigation Totals



Beazer Trailside Plan Check Fees



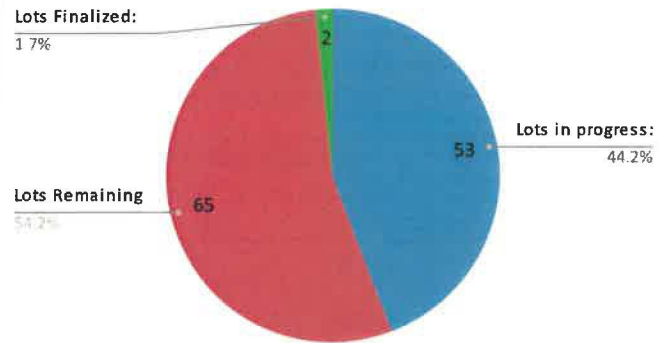
Park Circle Development - Kyra (Meritage)

Lilac Rd / Betsworth

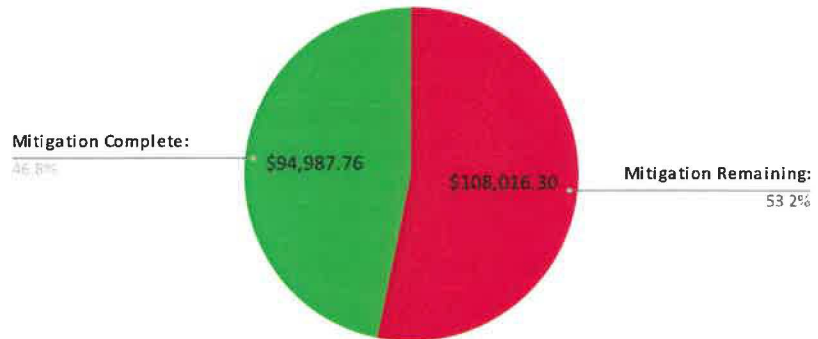
Date: 01/12/2022	
Total Lots:	120
Lots in progress:	53
Lots Remaining	65
Lots Finalized:	2
Mitigation Total:	\$203,004.06
Mitigation Remaining:	\$108,016.30
Mitigation Complete:	\$94,987.76
Plan Check Total:	\$71,400.00
Plan Check Remaining:	\$38,675.00
Plan Check Complete:	\$32,725.00

Inspections Remaining	
Hydros Remaining:	88
Finals Remaining:	118
Total:	206

Meritage (Kyra) Lots



Meritage (Kyra) Mitigation Totals



Meritage (Kyra) Plan Check Fees



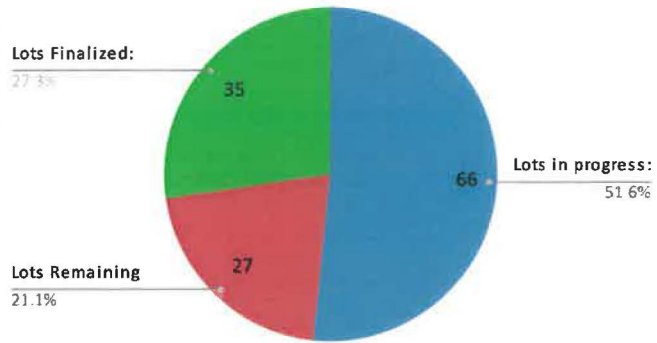
Orchard Run Development - Sundance (KB Homes)

Mirar De Valle

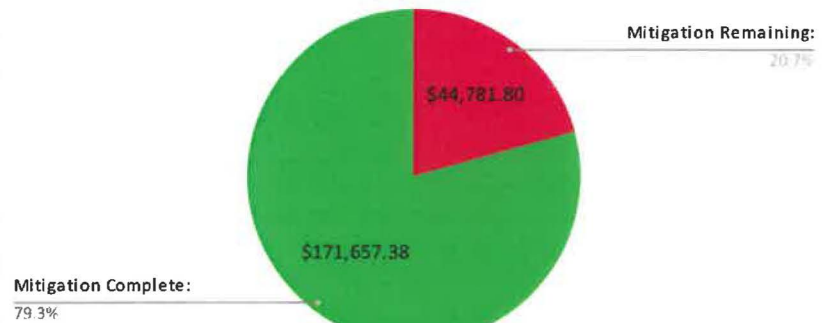
Date: 01/12/2022	
Total Lots:	128
Lots in progress:	66
Lots Remaining	27
Lots Finalized:	35
Mitigation Total:	\$216,439.18
Mitigation Remaining:	\$44,781.80
Mitigation Complete:	\$171,657.38
Plan Check Total:	\$76,160.00
Plan Check Remaining:	\$16,065.00
Plan Check Complete:	\$60,095.00

Inspections Remaining	
Hydros Remaining:	87
Finals Remaining:	93
Total:	180

KB Lots



KB Mitigation Totals



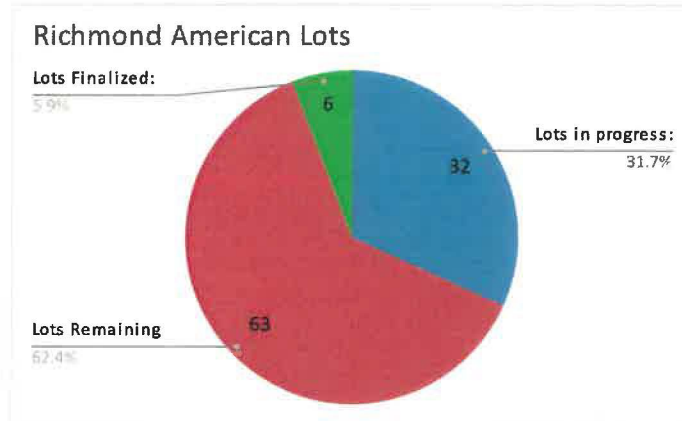
KB Plan Check Fees



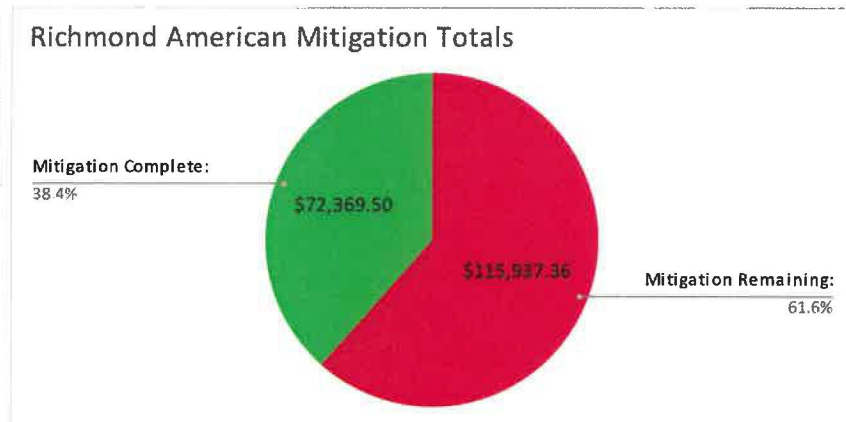
Orchard Run Development - Seasons (Richmond-American Homes)

Mirar De Valle

Date: 01/12/2022	
Total Lots:	101
Lots in progress:	32
Lots Remaining	63
Lots Finalized:	6
Mitigation Total:	\$188,306.86
Mitigation Remaining:	\$115,937.36
Mitigation Complete:	\$72,369.50
Plan Check Total:	\$60,095.00
Plan Check Remaining:	\$37,485.00
Plan Check Complete:	\$22,610.00



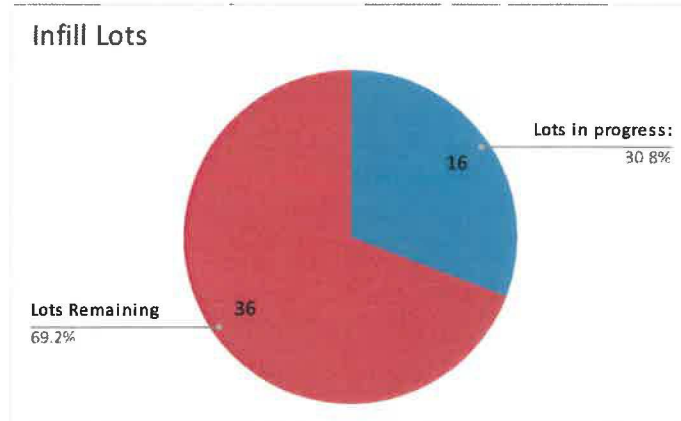
Inspections Remaining	
Hydros Remaining:	91
Finals Remaining:	95
Total:	186



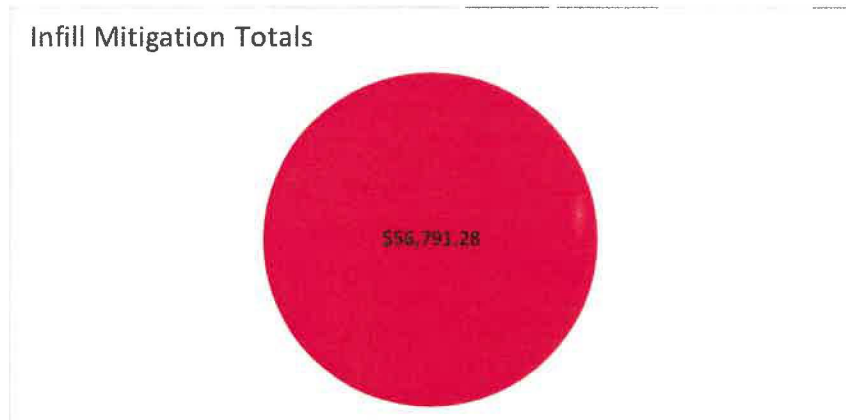
Orchard Run Development - Wildflower Multifamily (Infill Development)

Mirar De Valle

Date: 01/12/2022	
Total Lots:	52
Lots in progress:	16
Lots Remaining	36
Lots Finalized:	0
Mitigation Total:	\$56,791.28
Mitigation Remainir	\$56,791.28
Mitigation Complet	\$0.00
Plan Check Total:	\$30,940.00
Plan Check Remaini	\$21,420.00
Plan Check Complet	\$9,520.00



Inspections Remaining	
Hydros Remaining:	52
Finals Remaining:	52
Total:	104

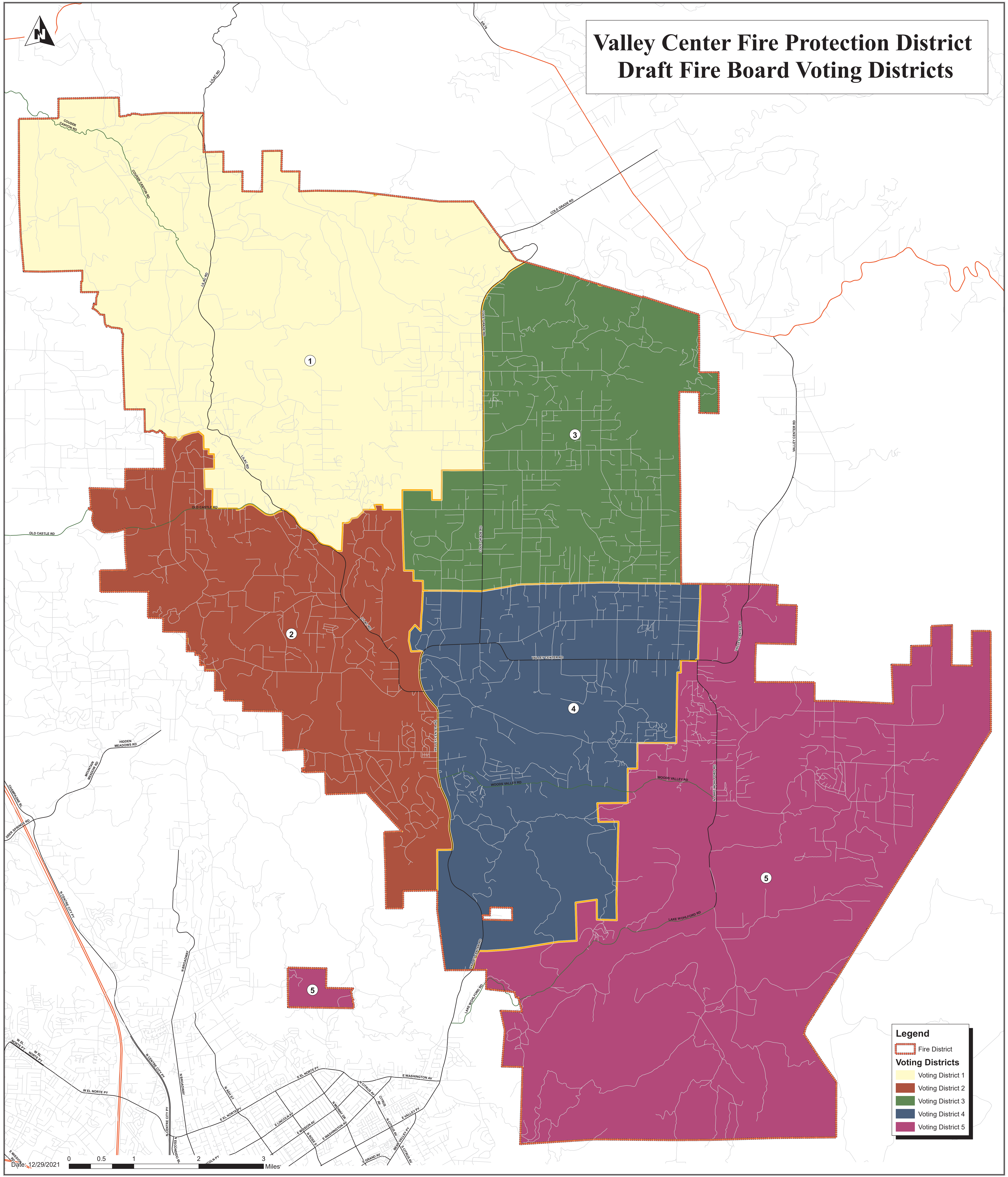


OLD BUSINESS

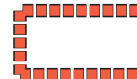
BOARD OF DIRECTORS' PACKET
VALLEY CENTER FIRE PROTECTION DISTRICT




Valley Center Fire Protection District Draft Fire Board Voting Districts





Legend


 Fire District


Voting Districts

 Voting District 1

 Voting District 2

 Voting District 3

 Voting District 4

 Voting District 5

Valley Center Fire Protection District

Draft Fire Board Voting District

Voting District 1

Voter District 1
Total 2021 Population: 3,822
Total Registered Voters: 2,500

Percent of Hispanic Population 34%
Percent of Other Ethnic Population 17.8%
Percent of Asian Population 3.6%
Percent of American Indian Alaskan Native Population 1.8%
Percent of Black African American Population 1%
Percent of Native Hawaiian Other Pacific Islander Population 0.26%

Voter Area
Voting District 1
Voting District 2
Voting District 3
Voting District 4
Voting District 5
Fire District

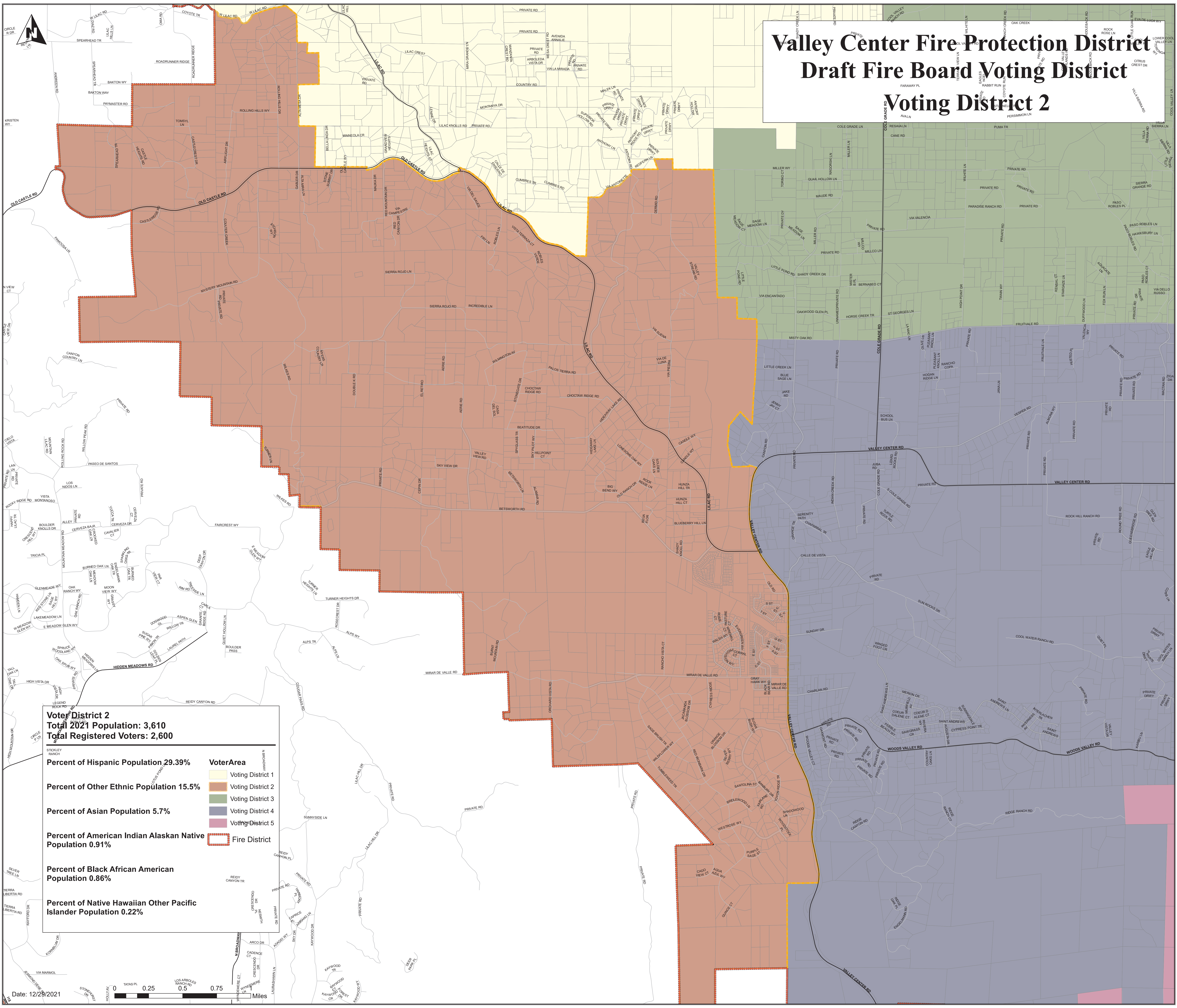
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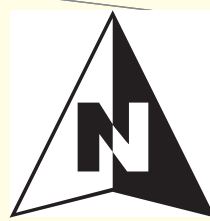
Date: 12/29/2021

Valley Center Fire Protection District

Draft Fire Board Voting District

Voting District 2





Voter District 3
Total 2021 Population: 4,172
Total Registered Voters: 2,966

Percent of Hispanic Population 35.95%

Percent of Other Ethnic Population 22.5%

Percent of American Indian Alaskan Native Population 7.86%

Percent of Asian Population 1.89%

Percent of Black African American Population 0.43%

Percent of Native Hawaiian Other Pacific Islander Population 0.19%

VoterArea

Voting District 1

Voting District 2

Voting District 3

Voting District 4

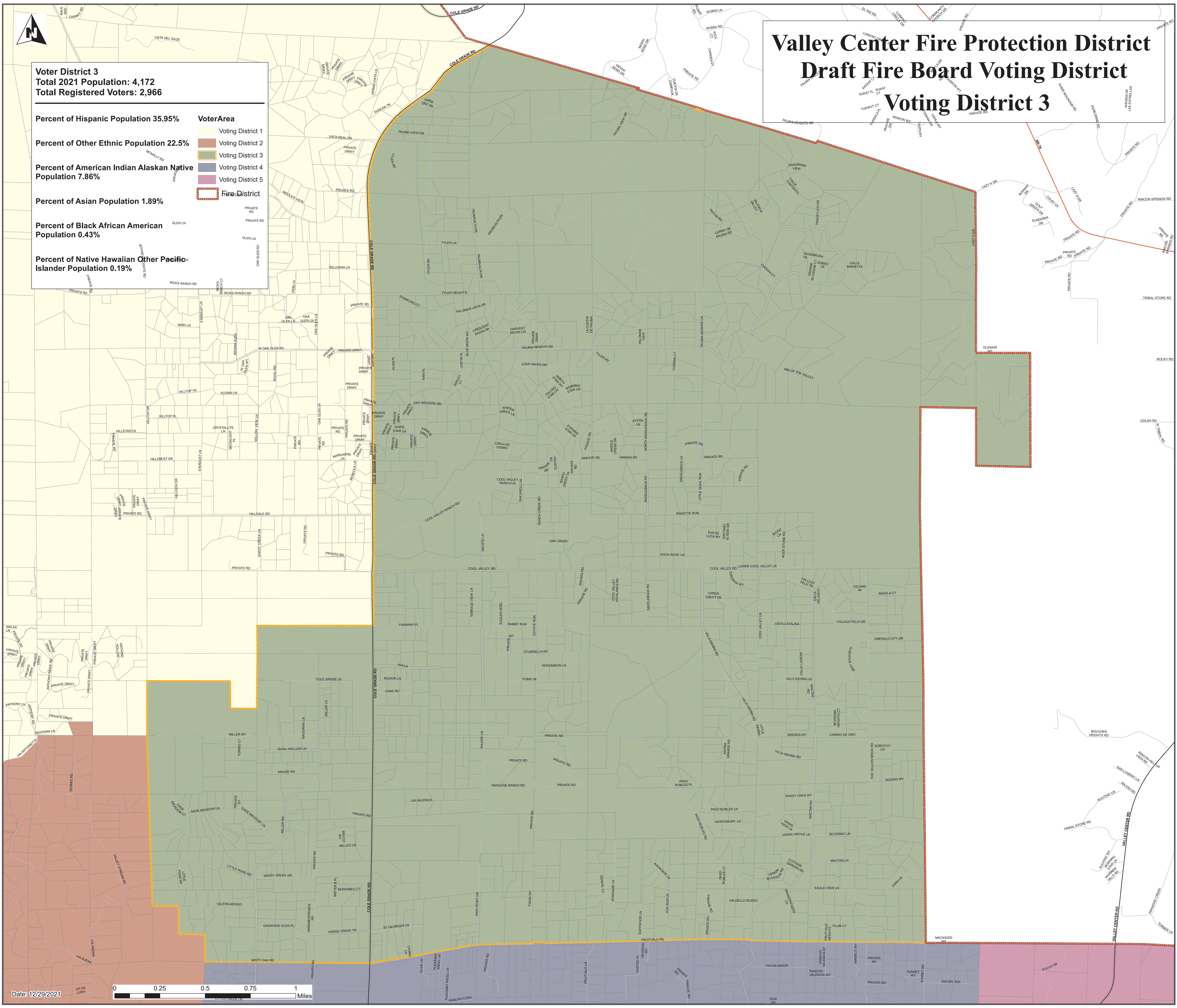
Voting District 5

Fire District

Valley Center Fire Protection District

Draft Fire Board Voting District

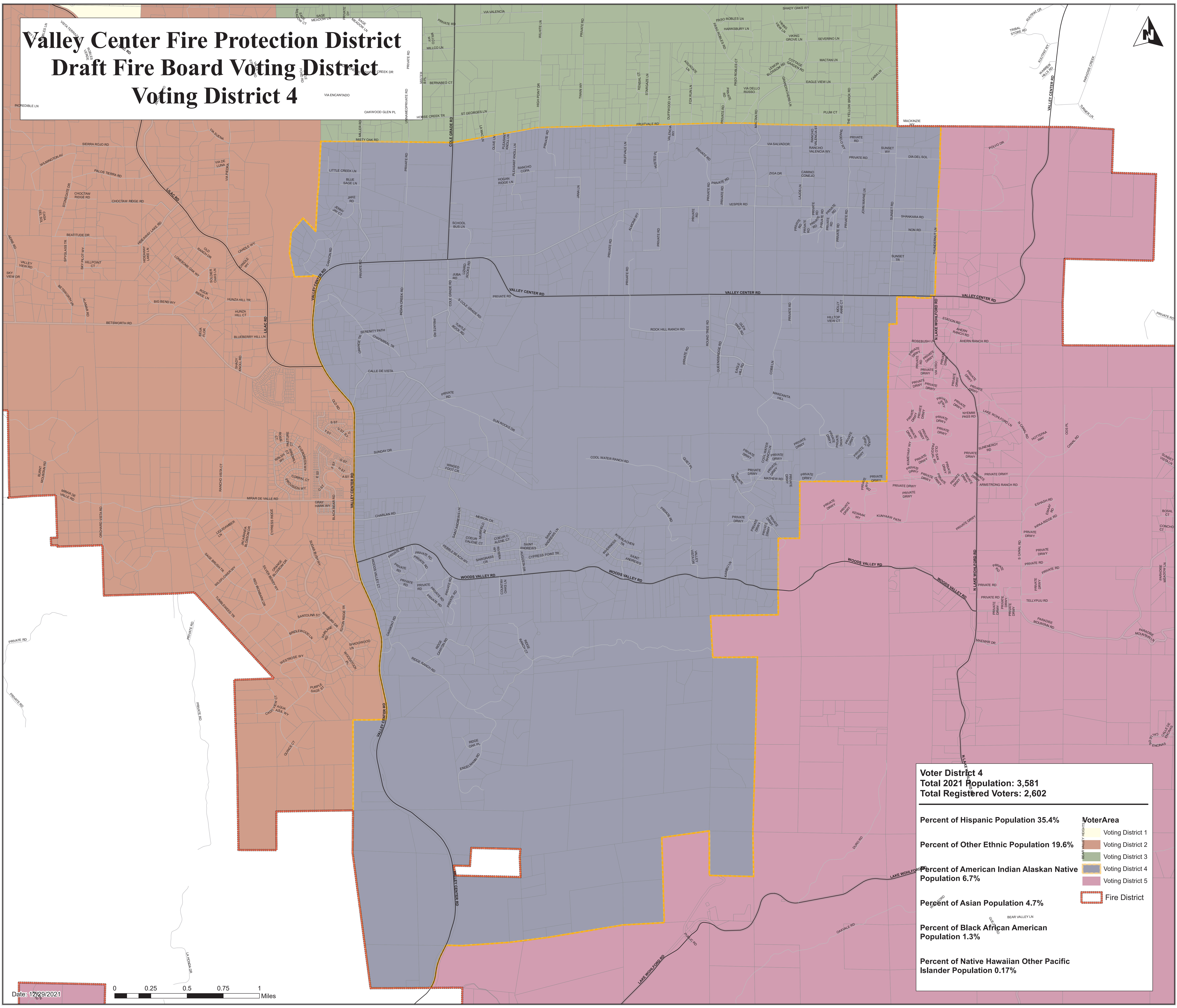
Voting District 3



Valley Center Fire Protection District

Draft Fire Board Voting District

Voting District 4



Voter District 4
Total 2021 Population: 3,581
Total Registered Voters: 2,602

Percent of Hispanic Population 35.4%

Percent of Other Ethnic Population 19.6%

Percent of American Indian Alaskan Native Population 6.7%

Percent of Asian Population 4.7%

Percent of Black African American Population 1.3%

Percent of Native Hawaiian Other Pacific Islander Population 0.17%

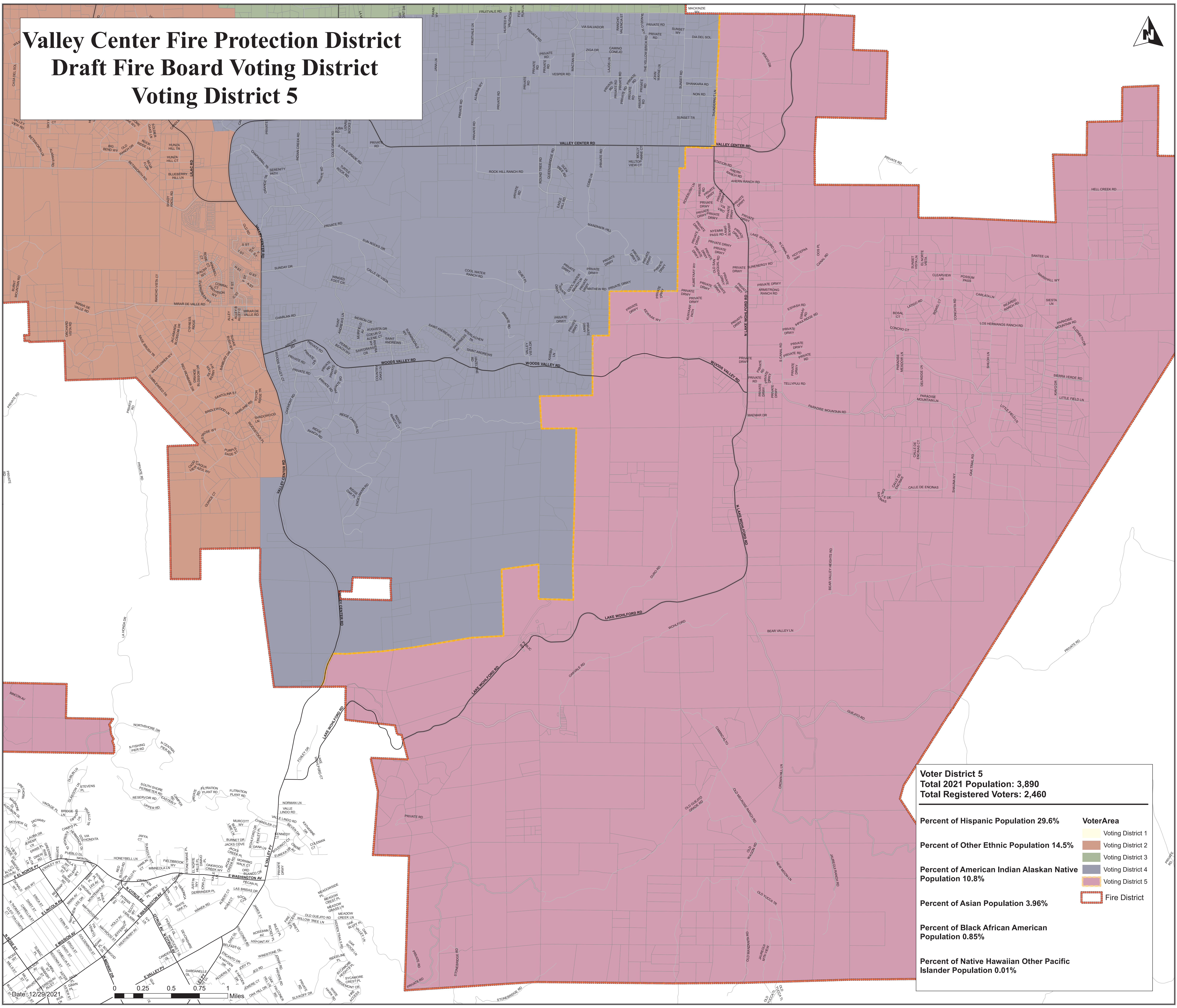
VoterArea

- Voting District 1
- Voting District 2
- Voting District 3
- Voting District 4
- Voting District 5
- Fire District

Valley Center Fire Protection District

Draft Fire Board Voting District

Voting District 5



Voter District 5
Total 2021 Population: 3,890
Total Registered Voters: 2,460

Percent of Hispanic Population 29.6%

Percent of Other Ethnic Population 14.5%

Percent of American Indian Alaskan Native Population 10.8%

Percent of Asian Population 3.96%

Percent of Black African American Population 0.85%

Percent of Native Hawaiian Other Pacific Islander Population 0.01%

VoterArea

- Voting District 1
- Voting District 2
- Voting District 3
- Voting District 4
- Voting District 5
- Fire District

NEW BUSINESS

BOARD OF DIRECTORS' PACKET
VALLEY CENTER FIRE PROTECTION DISTRICT



Valley Center Fire Protection District

Staff Report

Prepared by: Josef G. Napier
Fire Chief, VCFPD

Meeting Date: 01/20/2022

Approved by: Pending Board Action

Agenda: Action Item
Location: General Board Meeting

SUBJECT: New Zoll X Advanced Cardiac Monitor Defibrillator Purchase

RECOMMENDATION:

It is the recommendation of the Valley Center Fire Protection District Fire Chief for the Valley Center Fire Protection District Board of Directors to approve the purchase of four (4) new Zoll X Advanced Cardiac monitor defibrillators with ancillary equipment and warranties utilizing a combination of COVID Grant Funds and Valley Center Fire Protection District mitigation funds to enhance the District's Advanced Life Support Paramedic Delivery System.

The four (4) Zoll X Advanced Cardiac Monitor Defibrillators will be purchased on the San Diego County bid and procurement contract directly from Zoll. The monitors will be placed with Fire Station 1, Fire Station 2 and Fire Station 3 crews to enhance the District's ALS, Paramedic delivery and capability in Valley Center. The necessary ancillary equipment will also be purchased through the San Diego County bid and procurement contract which will give the District additional savings in the overall purchase, specifications and warranties.

PRIOR BOARD ACTION:

On June 18, 2015 the Valley Center Fire Protection District Board of Directors approved the annual budget for FY 2105-2016 that included the purchase of 3 Phillips MRX Cardiac Monitor Defibrillators which included the necessary ancillary equipment, tax, warranties, delivery and training. The initial purchase of the Phillips cardiac monitor defibrillators was to establish an ALS Paramedic program for Valley Center Fire. The initial funding came from the District Capital account of mitigation funds totaling \$69,418.58 This purchase was based on the expectation of a seven-year useful service life of the equipment and to assure that all Valley Center responding fire apparatus were completely outfitted and ready to go into service as an approved ALS paramedic responder, once everyone has completed the mandatory training in the proper Phillips Cardiac Monitor Defibrillator operations on October 1, 2015.

On August 20, 2020 the Valley Center Fire Protection District Board of Directors approved the annual multi-year mitigation capital spending plan for FY 2020 through 2025 (Resolution 2020-29) that included \$108,000 for the purchase of new cardiac monitor defibrillators to replace the Philips MRX cardiac

monitor defibrillators at the end of their useful service life. This has been realized as Philips no longer supports the Phillips MRX with replacement parts, batteries or service.

STATEMENT ON THE SUBJECT:

As recommended by Chief Napier for the Valley Center Fire Protection District Board of Directors to authorize the budget adjustment to use COVID Grant Funds and the already approved mitigation funds for the immediate purchase of four (4) Zoll X Advanced Cardiac Monitor Defibrillators.

FISCAL IMPACT:

As represented in Exhibit A, four (4) Zoll X Advanced Cardiac Monitor Defibrillators total purchase price utilizing the San Diego County bid and procurement contract, with the necessary ancillary equipment, tax, warranties, delivery and training as shown is \$175,798.60. The District Fire Chief will draft \$67,798.60 in COVID Grant Funds from the VCFPD Grant Account and \$108,000.00 from the District mitigation fund account which is authorized and available for this type of purchase. It is also recommended, when fiscally possible, that a capital replacement schedule be established for the future replacement of this ALS equipment amortized over a 7-year useful life in primary response service and assigned to reserve status beyond 7 years until the time at which the monitor defibrillators become unsafe to operate or the maintenance costs of the monitor defibrillators exceeds a reasonable value to the District.

CONCLUSION:

The recommended Zoll X Advanced Cardiac Monitor Defibrillators utilizing the San Diego County bid and procurement contract, will meet or exceed the unique conditions which exist in our response area. It will provide a higher level of Advanced Life Support Paramedic service capability, redundancy and with the necessary ancillary equipment provided in the bid will match the capability of all ALS Paramedic service providers who are currently utilizing the Zoll X Advanced as their primary cardiac monitor defibrillator. This San Diego County bid and procurement contract purchase also assures the best possible pricing and trade-in value of our out-of-date Philips MRX equipment.

**ZOLL Medical Corporation**

269 Mill Road
Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Phone: (800) 348-9011

Fax: (978) 421-0015

Email: esales@zoll.com

Quote No: Q-18745

Valley Center Fire Prot Dist
28234 Lilac Rd
Valley Center, CA 92082

ZOLL Customer No: 311295

Joe Napier
(760) 535-8505
napier@vcfpd.org

Quote No: Q-18745

Version: 2

Issued Date: December 8, 2021
Expiration Date: January 30, 2022

Terms: NET 30 DAYS

FOB: Shipping Point

Freight: Free Freight

Prepared by: Catherine Prophet
EMS Territory Manager
cprophet@zoll.com
949-436-4369

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
1	839741	601-2231112-01	<p>X Series Advanced Monitor/Defibrillator - 12-Lead ECG, Pacing, SpO2, SpCO, EtCO2, BVM, NIBP, CPR Expansion Pack, Remote View</p> <p>Includes: TBI Dashboard, 4 trace tri-mode display monitor/ defibrillator/ printer, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5in (16.5cm) diagonal screen. Accessories Included: MFC cable and CPR connector, A/C power cord, One (1) roll printer paper, 6.6 Ah Li-ion battery, Operators Manual, Quick Reference Guide, and One (1)-year EMS warranty.</p> <p>Parameter Details: Real CPR Help - Dashboard display of CPR Depth and Rate for Adult and Pediatric patients, Visual and audio prompts to coach CPR depth (Adult patient only), Release bar to ensure adequate release off the chest, Metronome to coach rate for Adult and Pediatric patients. See-Thru ® CPR artifact filtering • Interpretative 12-Lead ECG (Full 12 ECG lead view with both dynamic and static 12-lead mode display. 12-Lead OneStep ECG cable - includes 4-Lead limb lead cable and removable precordial 6-Lead set) • ZOLL Noninvasive Pacing Technology • Real BVM Help: Dashboard provides real-time ventilation feedback on both volume and rate for intubated and non-intubated patients. AccuVent Cable included. (Accuvent disposable sensors sold separately) • Welch Allyn NIBP with Smartcuff. 10 foot Dual Lumen hose and SureBP Reusable Adult Medium Cuff • Masimo SpO2 & SpCO with Signal Extraction Technology (SET), Rainbow SET® • EtCO2 Oridion Microstream Technology. Microstream tubing set sold separately •</p>	4	\$44,519.25	\$33,389.44	\$133,557.76
2	839741	8000-001392	Masimo rainbow® RC-4 - 4FT, Reusable EMS Patient Cable	4	\$252.35	\$178.85	\$715.40



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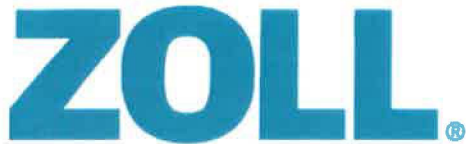
Valley Center Fire Prot Dist
Quote No: Q-18745

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
3	1145100	8000-000371	rainbow® DCI® SpO2/SpCO/SpMet Adult Reusable Sensor with connector (3 ft)	4	\$870.35	\$319.55	\$1,278.20
4	839741	8000-0580-01	Six hour rechargeable Smart battery	8	\$519.75	\$331.65	\$2,653.20
5	839741	8300-0500-01	SurePower 4 Bay Charging System including 4 Battery Charging adapters	3	\$2,793.51	\$1,730.61	\$5,191.83
6	839741	8000-000393-01	X Series Carry Case, Premium	4	\$350.00	\$350.00	\$1,400.00
7	839741	8000-001405-01	Kit, MultiTech MTC Cat M1 Cell Modem, Verizon	4	\$921.85	\$653.35	\$2,613.40
8		8778-89044-WF	X Series - Worry-Free Service Plan - 4 Years On-Site At Time of Sale Includes: Annual preventive maintenance, 27% discount on new cables, 27% discount on additional lithium SurePower Batteries, discount on parameter upgrades, Lithium-ion SurePower II Battery replacement upon failure, and accidental damage coverage (see comments). Shipping and use of a Service Loaner during repairs, no charge shipping. Extended warranty is a continuation of the EMS One Year Product Limited Warranty. • ACCIDENTAL DAMAGE COVERAGE Includes one case replacement per year per device. This coverage excludes devices that are deemed beyond repair and/or catastrophic damage. • BATTERY REPLACEMENT PROGRAM - Batteries must be maintained per ZOLL's recommended maintenance program. - Batteries are replaced upon failure, one for one, throughout the term of the ExpertCare Service contract, should the SurePower battery or SurePower Charger display a fault. - Batteries must be evaluated and confirmed of failure through ZOLL Technical Support and/or an on-site field service technician.	4	\$6,750.00	\$6,075.00	\$24,300.00
9		8400-110045	CaseReview Premium Subscription, R Series and X Series, 5 Year- Hosted Provides detailed post-case information, including CPR quality on compression depth, rate, pause time and release velocity, as well as ECG, shocks, EtCO2 and SpO2 vital signs.	3	\$2,054.85	\$2,054.85	\$6,164.55
10		7800-0215-61	All Philips MRx EMS Trade In Allowance See Trade Unit Considerations.	3		(\$4,500.00)	(\$13,500.00)

Subtotal: \$164,374.34

Estimated Tax: \$11,424.26

Total: \$175,798.60

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Valley Center Fire Prot Dist
Quote No: Q-18745

Contract Reference	Description
839741	Reflects San Diego County 2019 contract pricing. Notwithstanding anything to the contrary herin, the terms and conditions set forth in San Diego County 2019 shall apply to the customer's purchase of the products set forth on this quote.
1145100	Reflects CMAS Contract No. 7-21-11-1003 pricing. Notwithstanding anything to the contrary herein, the terms and conditions set forth in the California Multiple Award Schedule (CMAS) Contract No 4-21-11-1003 shall apply to the customer's purchase of the products set forth on this quote.

Trade Unit Considerations

Trade-In values valid through January 30, 2022 if all equipment purchased is in good operational and cosmetic condition and includes all standard accessories. Trade-In values are dependent on the quantity and configuration of the ZOLL devices listed on this quotation. Customer assumes responsibility for shipping trade-in equipment at the quantities listed on the trade line items in this quotation to ZOLL's Chelmsford Headquarters within 60 days of receipt of new equipment. Customer agrees to pay cash value for trade-in equipment not shipped to ZOLL on a timely basis.

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at <http://www.zoll.com/GTC> and for software products can be found at <http://www.zoll.com/SSPTC> and for hosted software products can be found at <http://www.zoll.com/SSHTC>. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

1. Delivery will be made 120-150 days after receipt of accepted purchase order.
2. Applicable tax, shipping & handling will be added at the time of invoicing.
3. All purchase orders are subject to credit approval before being accepted by ZOLL.
4. To place an order, please forward the purchase order with a copy of this quotation to esales@zoll.com or via fax to 978-421-0015.
5. All discounts from list price are contingent upon payment within the agreed upon terms.
6. Place your future accessory orders online by visiting www.zollwebstore.com.

**ZOLL Medical Corporation**

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Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Valley Center Fire Prot Dist
Quote No: Q-18745

Phone: (800) 348-9011
Fax: (978) 421-0015
Email: esales@zoll.com

Order Information (to be completed by the customer)

☐ Tax Exempt Entity (Tax Exempt Certificate must be provided to ZOLL)

☐ Taxable Entity (Applicable tax will be applied at time of invoice)

BILL TO ADDRESS	SHIP TO ADDRESS
Name/Department:	Name/Department:
Address:	Address:
City / State / Zip Code:	City / State / Zip Code:

Is a Purchase Order (PO) required for the purchase and/or payment of the products listed on this quotation?

☐ Yes PO Number: _____ PO Amount: _____
(A copy of the Purchase Order must be included with this Quote when returned to ZOLL)

☐ No (Please complete the below section when submitting this order)

For organizations that do not require a PO, ZOLL requires written execution of this order. The person signing below represents and warrants that she or he has the authority to bind the party for which he or she is signing to the terms and prices in this quotation.

Valley Center Fire Prot Dist

Authorized Signature:

Name: _____
Title: _____
Date: _____

ALS/BLS Software Solutions Master Application Service Provider Agreement

1. **Orders.** ZOLL Data Systems, Inc. (“ZOLL”) shall provide the ASP Services, Implementation Services and Support Services identified in any order or contract (“Order”) between ZOLL and another party (“Customer”) incorporating this Software Solutions Master Application Service Provider Agreement (together with each such Order, the “Agreement”). ASP Services are further defined in [Section 3](#). Implementation Services are further defined in [Section 4](#). Support Services are further defined in [Section 5](#). The ASP Services, Implementation Services, and Support Services are each, and are collectively, “Services”. The terms and conditions set forth in this Agreement shall only apply to ALS/BLS Software Solutions products that are used with ZOLL Medical Corporation defibrillators. For the sake of clarity, these terms and conditions do not apply to any ZOLL patient care reporting software.

2. **Payment.** Customer shall pay fees to ZOLL for Services as provided in any Order and this Agreement (“Fees”). Unless otherwise provided in the applicable Order, Customer will pay ZOLL all Fees due under this Agreement within thirty (30) days after the date of ZOLL’s invoice. The first invoice will be sent after the Deployment Effective Date. “Deployment Date” means the date upon which the deployment of the ASP Services is complete and it is able to function as described in the warranty set forth in this Agreement, regardless of whether Customer actually uses such ASP Services. “Deployment Effective Date” means the earlier of (a) the Deployment Date or (b) 90 days from the date after ZOLL’s shipment of defibrillators that are included on the Order (the “Latest Deployment Date”), unless a delay in the Deployment Date has been caused by ZOLL, in which case the Deployment Effective Date shall be postponed by a number of days equal to the delay that ZOLL has caused. Fees are non-refundable other than as expressly set forth herein. Amounts not paid when due will accrue interest at the rate of 1.5% per month, or the maximum allowed by law, whichever is less. Customer shall pay all expenses (including reasonable attorney’s fees) incurred by ZOLL in connection with collection of late payments. Any amounts not paid by Customer when due may result in the forfeiture by Customer, in ZOLL’s sole discretion, of any discounts previously offered by ZOLL. In addition, ZOLL may cease providing any or all of the Services if any invoice is not paid in a timely manner, in which event ZOLL will not be liable to Customer for any damages caused by such cessation. Payment terms are subject to ZOLL’s credit approval. Fees exclude all applicable sales, use and other taxes and all applicable export and import fees, customs duties and similar charges (“Taxes”).

3. **ASP Services.** “ASP Services” means the hosting and maintenance of ZOLL software, as modified, updated, and enhanced (the “Underlying Software”), for remote electronic access and use by Registered Users on the website with a unique URL to be provided by ZOLL to Customer (the “ZOLL Site”) in substantial conformity with the instructions for use, documentation and users manuals from time-to-time provided by ZOLL (the “Documentation”), as listed in any Order, on and after the Implementation Date (defined below) for such services and before that Order has expired or been terminated in accordance with the Agreement. Customer acknowledges that the ASP Services are only compatible with ZOLL equipment that has been enabled and configured for use with the ASP Services in accordance with the Documentation and only with the browser and other technical environment that supports the use of the ASP Services in accordance with the Documentation.

3.1. **Provision of ASP Services.** Subject to the terms and conditions of the Agreement, ZOLL will use commercially reasonable efforts to make the ASP Services available to Customer and Customer’s employees, directors, principals, partners, consultants and agents authorized to use ASP Services on behalf of Customer and registered through the ZOLL Site for such use (“Registered Users”) through the ZOLL Site over normal network connections in accordance with the Documentation, excepting downtime due to necessary maintenance and troubleshooting. Customer, not ZOLL, shall be responsible for controlling Registered Users and protection of confidentiality of its login identifications and passwords. Customer acknowledges that (i) it is responsible for maintaining its interface and connectivity to the ASP Services and (ii) any facilities used for provision of the ASP Services may be owned or operated by ZOLL, or a ZOLL affiliate or a third party, or any combination of such facilities, as determined by ZOLL. Customer acknowledges that ZOLL may modify and upgrade the ASP Services, on an ongoing basis, to improve or adapt the ASP Services. Without limiting the foregoing, ZOLL will have the right, in its sole discretion, to develop, provide and market new, upgraded or modified ASP Services to Customer, including adding, removing or modifying the functionality or features of the ASP Services accessible by Registered Users. ZOLL will use commercially reasonable efforts to notify Customer within a reasonable period of time prior to the implementation of such changes so that Customer is reasonably informed of alterations to the ASP Services that will affect the ASP Services and Customer’s use of them. Notwithstanding anything to the contrary in the Agreement, ZOLL may cease providing any ASP Services upon at least six months advance notice to Customer.

3.2. **Access Software.** Subject to the terms and conditions of this Agreement, ZOLL grants to Customer, during the Term, a non-exclusive, non-transferable, non-sublicensable license for Registered Users to access and use the ASP Services using the ZOLL software that Registered Users may download at the ZOLL Site to access the ASP Services, as modified, updated and enhanced (the “Access Software”), each as made available to Customer through the ZOLL Site, solely for Customer’s internal business purposes and solely in accordance with the Documentation. Access Software and Underlying Software are, collectively, the “Software”.

3.3. **Restrictions.** Customer shall not, and shall not permit any third party to: (a) use, reproduce, modify, adapt, alter, translate or create derivative works from the ASP Services, Software or Documentation; (b) merge the ASP Services, Software or Documentation with other software or services; (c) sublicense, distribute, sell, use for service bureau use, lease, rent, loan, or otherwise transfer or allow access to the ASP Services, Software or the Documentation to any third party; (d) reverse engineer, decompile, disassemble, or otherwise attempt to alter or derive the Source Code for the ASP Services or Software; (e) remove, alter, cover or obfuscate any copyright notices or other proprietary rights notices included in the ASP Services, Software or Documentation; or (f) otherwise use or copy the ASP Services, Software or Documentation in any manner not expressly permitted by the Agreement. Customer agrees not to use the ASP Services in excess of its authorized login protocols. Customer shall immediately notify ZOLL of any unauthorized use of Customer’s login ID, password or account or other breach of security. If Customer becomes aware of any actual or threatened activity contemplated by the restrictions on use set forth in this section, Customer will, and will cause Registered Users to, immediately take all reasonable measures necessary to stop the activity or threatened activity and to mitigate the effect of such activity including: (i) discontinuing and limiting any improper access to any data; (ii) preventing any use and disclosure of improperly obtained data; (iii) destroying any copies of improperly obtained data that may have been made on their systems; (iv) otherwise attempting to mitigate any harm from such events; and (v) immediately notifying ZOLL of any such event so that ZOLL may also attempt to remedy the problem and prevent its future occurrence.

3.4. Service Level Agreement

3.4.1. **Downtime.** “Downtime”, expressed in minutes, is any time the ASP Services are not accessible to Registered Users.

3.4.2. **Planned Downtime.** “Planned Downtime” is Downtime during which ASP Services may not be available in order for ZOLL to continue to provide commercially reasonable services, features and performance to its customers. Planned Downtime includes, but is not limited to: (a) Standard Maintenance; and (b) Emergency Maintenance. “Standard Maintenance” is performed when upgrades or system updates are desirable. “Emergency Maintenance” is performed when a critical system update must be applied quickly to avoid significant Downtime. Standard Maintenance may be performed weekly on Monday and Wednesday between the hours of 7 p.m. to 11 p.m. in Broomfield, Colorado. ZOLL will provide Customer with notice at least 24 hours in advance of Standard Maintenance.

3.4.3. **Excused Downtime.** “Excused Downtime” time is Downtime caused by: (a) services, software or hardware provided by anyone or any entity other than ZOLL, (b) software, services or systems operating outside of a ZOLL Site, including any software or systems operating on a Customer’s premises (including ZOLL software); (c) a Force Majeure Event or (d) Customer’s failure to comply with its obligations under the Agreement or use of the ASP Services in ways that were not intended.

3.4.4. **Unplanned Downtime.** Unplanned Downtime in a calendar month is expressed as a percentage calculated as follows:

$$\frac{(\text{Downtime} - (\text{Planned Downtime} + \text{Excused Downtime}))}{\text{Total number of minutes in the calendar month}} \times 100 = x\%, \text{ where “x” is Unplanned Downtime.}$$

3.4.5. **Unplanned Downtime Goal.** ZOLL shall provide the ASP Services such that there is less than 1% of Unplanned Downtime in a calendar month (the “Unplanned Downtime Goal”). The ASP Services covered by the Unplanned Downtime Goal are those for which Customer has paid all Fees when due and is using in the course of carrying out its normal business operations in accordance with the Agreement.

3.4.6. **Revocation of Administrative Rights.** Notwithstanding anything to the contrary in the Agreement, ZOLL may revoke administrative rights, including database access rights, if the use of any such rights results in Downtime.

3.4.7. Customer Content; Security; Backup.

3.4.7.1. Customer Content. As between ZOLL and Customer, and without limiting the rights of any patient, Customer will retain all right, title and interest in and to all data, information or other content provided by Customer in its use of the ASP Services (“**Customer Content**”); *provided, however*, that ZOLL may de-identify and use Customer Content for any lawful purpose consistent with all applicable law.

3.4.7.2. Security. Subject to Customer’s obligations under this Agreement, ZOLL will implement commercially reasonable security measures within the ASP Services in an attempt to prevent unlawful access to Customer Content by third parties. Such measures may include, where appropriate, use of updated firewalls, commercially available virus screening software, logon identification and passwords, encryption, intrusion detection systems, logging of incidents, periodic reporting, and prompt application of current security patches and virus definitions.

3.4.7.3. Backup of Customer Content (Not Applicable to Remote View). Although ZOLL will use commercially reasonable efforts to maintain the integrity of the Customer Content, to back up the Customer Content, and to provide full and ongoing access to the ASP Services, loss of access to the ASP Services and loss of Customer Content may occur. Customer will make provision for additional back-up storage of any critical Customer Content and shall be responsible for compliance with all records retention requirements applicable to Customer. ZOLL will not be responsible for any loss, corruption of or inaccessibility of the Customer Content due to interruption in the ASP Services or otherwise arising out of circumstances not within ZOLL’s control.

3.4.7.4. Availability of Customer Content (Not Applicable to Remote View). It is Customer’s responsibility to maintain any Customer Content that it requires for archival purposes, ongoing management of its operations and compliance with applicable records retention requirements. Unless specified otherwise in the Agreement, ZOLL will store Customer Content, other than Inactive Customer Content as defined below (the “**Active Customer Content**”), in ZOLL’s working data set until the earlier of (i) five years (calculated from the date of creation of such Customer Content, or ZOLL’s receipt of such Customer Content, whichever is later) or (ii) the expiration or termination of this Agreement or the Order under which such Active Customer Content was stored (the “**Active Retention Period**”). Upon the expiration of the Active Retention Period, ZOLL will notify Customer in writing and will provide Customer the option, which Customer shall exercise by informing ZOLL in writing, within 30 days of receiving the notice, that either (a) Customer wishes to receive Active Customer Content in a database determined by ZOLL in its sole and absolute discretion (a “**Database**”), or (b) Customer will pay ZOLL, at ZOLL’s then-current storage rates and upon ZOLL’s then-current terms and conditions, to continue to store the Active Customer Content. If Customer fails to exercise one of the foregoing options within such 30-day period, ZOLL will have the right to destroy the Active Customer Content. During the time ZOLL stores Customer Content for Customer hereunder, ZOLL may periodically identify Customer Content that has had no activity associated with it for at least 180 days (“**Inactive Customer Content**”) and will notify Customer in writing of its intent to remove the Inactive Customer Content from ZOLL’s working data set and destroy such data, unless Customer requests, in writing, within 30 days of receiving the notice from ZOLL, that either (z) Customer wishes to receive the Inactive Customer Content in a Database, or (y) Customer will pay ZOLL, at ZOLL’s then-current storage rates and upon ZOLL’s then-current terms and conditions, to continue to store such Inactive Customer Content. If Customer fails to exercise one of the foregoing options within such 30-day period, ZOLL will have the right to destroy the applicable Inactive Customer Content in its possession or under its control. Except for this Section 3.4.7.4, the terms of Section 3.4 (including, without limitation, the Unplanned Downtime Goal) do not apply to Customer’s access of Inactive Customer Content. Customer represents, warrants and agrees that it (A) is solely responsible for determining the retention period applicable to it with respect to Customer Content maintained by ZOLL; (B) has consulted with or has had the opportunity to consult with legal, information governance or records management professionals; and (C) is not relying upon ZOLL to assist with determining the records maintenance or retention requirements applicable to it.

3.4.8. Remedies. A “**Service Credit**” means a percentage of the monthly Fee to be credited to Customer (subject to Customer’s written request therefor and ZOLL’s verification thereof) for any ASP Service for which the Unplanned Downtime Goal is exceeded in a calendar month. For any calendar month where the aggregate total of Unplanned Downtime for any ASP Service exceeds one percent ZOLL will provide a 10% Service Credit towards Customer’s monthly Fee for such ASP Service that was affected; *provided, that* Customer (i) requests such Service Credit in writing within 30 days of the end of the calendar month in which such Unplanned Downtime occurred, (ii) includes in such request the nature of, and date and time of such Unplanned Downtime and (iii) such Unplanned Downtime is verified by ZOLL. Such Service Credit will be applied to a future month’s invoice for such ASP Services, which typically is two months later. Failure to submit a written request for Service Credit as provided in this Section 3.4.8 shall constitute a waiver of such Service Credit by Customer. Further, Service Credits shall not be issued if Customer is not current on all Fees due and payable. The remedy set forth in this Section 3.4.8 shall be the Customers’ sole and exclusive remedy with respect to ZOLL exceeding the Unplanned Downtime Goal.

3.4.9. Modifications. Changes to this Section 3.4 may be made from time to time at ZOLL’s sole discretion. Customer will be notified of any such changes that are material.

4. Implementation Services. ZOLL shall provide ASP Services implementation, training and any related services identified in an Order (the “**Implementation Services**”). Customer shall, in a timely manner and at its own expense, cooperate and provide or make available to ZOLL access to the Customer’s premises, systems, telephone, terminals and facsimile machines and all relevant information, documentation and staff reasonably required by ZOLL to enable ZOLL to perform the Implementation Services. Customer acknowledges that any time frames or dates for completion of the Implementation Services set out in an Order are estimates only and the ability to meet them is influenced by a range of factors including, without limitation, response times and level of cooperation of Customer. Any obligations as to time are therefore on a “reasonable efforts” basis only and ZOLL shall not be liable for failure to meet time frames or completion dates unless solely due to ZOLL’s negligence.

5. Support Services. ZOLL shall provide the following Support Services for ASP Services without any additional Fees, except that ZOLL will have no obligation to provide such Support Services if any Fees for ASP Services are past due.

5.1. Support.

5.1.1. Emergency Support. ZOLL shall provide telephone support to Customer for 24 hours a day, 7 days a week, to address Errors that prevent Customer from using Supported ASP Services for a purpose for which Customer has an immediate and material need. “**Supported ASP Services**” means the ASP Services for which Customer has paid the then-current Fees. “**Supported Environment**” means a browser and other technical environment that supports the use of the ASP Services in accordance with the Documentation. “**Error**” means a reproducible defect in the Supported ASP Services when operated in accordance with the Documentation in a Supported Environment that causes the Supported ASP Services not to operate substantially in accordance with such Documentation.

5.1.2. Technical Support. ZOLL shall provide telephone support to Customer during 6 a.m. to 6 p.m. Eastern Time, Monday to Friday, excluding ZOLL holidays (“**Business Hours**”) to address all other Errors relating to any Supported ASP Services. Such telephone support will include (i) clarification of functions and features of the Supported ASP Services; (ii) clarification of the Documentation; (iii) guidance in operation of the Supported ASP Services; (iv) assistance in identifying and verifying the causes of suspected Errors in the Supported ASP Services; and (v) advice on bypassing identified Errors in the Supported ASP Services, if reasonably possible. Responses to such reporting shall be provided at a minimum within twenty-four (24) hours during Business Hours.

5.1.3. Resolution. ZOLL shall use commercially reasonable efforts to provide a modification or workaround to Supported ASP Services that resolves an Error in all material respects (“**Resolution**”).

5.1.4. Expenses. Support Services provided hereunder shall be provided from Chelmsford, Massachusetts or Broomfield, Colorado, as determined in ZOLL’s sole discretion. Should Customer request that ZOLL send personnel to Customer’s location to resolve any Error in the Supported ASP Services, ZOLL may charge Customer a fee of \$2,500 for each day ZOLL personnel is at Customer’s location.

5.1.5. Exceptions. ZOLL shall have no responsibility under this Agreement to fix any Errors arising out of or related to the following causes: (a) Customer’s modification or combination of the Access Software (in whole or in part), (b) use of the Supported ASP Services in an environment other than a Supported Environment; or (c) accident; unusual physical, electrical or electromagnetic stress; neglect; misuse; failure or fluctuation of electric power, air conditioning or humidity control; failure of media not furnished by ZOLL; excessive heating; fire and smoke damage; operation of the Supported ASP Services with other media and hardware, software or telecommunication

interfaces; or causes other than ordinary use. Any corrections performed by ZOLL for such Errors shall be made, in ZOLL's reasonable discretion, at ZOLL's then-current time and material charges. ZOLL will provide the Support Services only for the most current release and the one immediately preceding major release of any Access Software. Notwithstanding anything to the contrary in the Agreement, (i) ZOLL may cease providing Support Services for any ASP Services upon at least six (6) months advance notice to Customer of such cessation and (ii) Support Services do not cover Third Party Products or Services (defined below).

5.2. Conditions and Limitations. Customer shall provide ZOLL with access to Customer's personnel and its equipment. This access must include the ability to remotely access the equipment on which the Supported ASP Services are operating and to obtain the same access to the equipment as those of Customer's employees having the highest privilege or clearance level. ZOLL will inform Customer of the specifications of the remote access methods available and associated software needed, and Customer will be responsible for the costs and use of said equipment. Fees for third party software and services are set by the owner of such software.

6. Warranties.

6.1. Implementation Services and Support Services. Subject to Customer's payment of the Fees, ZOLL warrants that any Implementation Services or Support Services provided to Customer will be performed with due care in a professional and workmanlike manner. ZOLL shall, as its sole obligation and Customer's sole and exclusive remedy for any breach of the warranty set forth in this Section 6.1, perform again the Implementation Services or Support Services that gave rise to the breach or, in the case of Implementation Services, at ZOLL's option, refund the Fees for such Implementation Services paid by Customer for the Implementation Services which gave rise to the breach. The availability of any remedy for a breach of the warranty set forth in this Section 6.1 is conditioned upon Customer notifying ZOLL in writing of such breach within thirty (30) days following performance of the defective Implementation Services or Support Services, specifying the breach in reasonable detail.

6.2. ASP Services and Access Software. Subject to Customer's payment of the Fees, ZOLL represents and warrants with respect to any ASP Services that (i) ZOLL has the right to license the Access Software and Documentation and make the ASP Services available to Customer pursuant to this Agreement and (ii) the ASP Services, when used as permitted and in accordance with the Documentation, will materially conform to the Documentation. ZOLL does not warrant that Customer's use of the ASP Services will be error free or uninterrupted. Customer will notify ZOLL in writing of any breach of this warranty with respect to any ASP Services prior to the expiration or termination of the Order for such ASP Services. If ZOLL is unable to provide a correction or work-around pursuant to the terms governing the provision of the ASP Services after using commercially reasonable efforts, ZOLL may terminate such Order upon written notice to Customer. Any such correction or work-around shall not extend the term of such Order. This Section 6.2 sets forth Customer's exclusive remedy, and ZOLL's entire liability, for breach of the warranty for the ASP Services contained herein.

6.3. Warranty Disclaimers. The warranties for the Software and Services are solely and expressly as set forth in Section 6.1 and Section 6.2 and are expressly qualified, in their entirety, by this Section 6.3. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 6.1 AND SECTION 6.2, (A) THE SOFTWARE AND SERVICES ARE PROVIDED STRICTLY "AS IS", WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, WRITTEN OR ORAL; (B) ZOLL DOES NOT PROMISE THAT THE SOFTWARE OR SERVICES WILL BE SECURE, UNINTERRUPTED OR ERROR-FREE OR THAT THEY ARE SUITABLE FOR THE PARTICULAR NEEDS OF CUSTOMER, REGISTERED USERS OR ANY THIRD PARTY; AND (C) ZOLL SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE OR USAGE IN TRADE. CUSTOMER ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES IN THIS AGREEMENT, AND THAT NO WARRANTIES ARE MADE BY ANY OF ZOLL'S LICENSORS OR SUPPLIERS WITH RESPECT TO THIRD PARTY PRODUCTS OR SERVICES. Customer acknowledges and agrees that, in entering into this Agreement, it has not relied upon the future availability of any new or enhanced feature or functionality, or any new or enhanced product or service, including, without limitation, updates or upgrades to ZOLL's existing products and services. ZOLL's performance obligations hereunder are limited to those expressly enumerated herein, and payment for ZOLL's performance obligations shall be due as described herein.

7. Confidentiality. Neither party will use any trade secrets, information, or other material, tangible or intangible, that relates to the business or technology of the other party and is marked or identified as confidential or is disclosed in circumstances that would lead a reasonable person to believe such information is confidential ("Confidential Information") for any purpose not expressly permitted by this Agreement, and will further disclose the Confidential Information of the party disclosing it ("Disclosing Party") only to the employees or contractors of the party receiving it ("Receiving Party") who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party's duty hereunder. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. The ASP Services, Software and Documentation shall be ZOLL's Confidential Information (including without limitation any routines, subroutines, directories, tools, programs, or any other technology included in the Software), notwithstanding any failure to mark or identify it as such. The Receiving Party's obligations under this Section 7 with respect to any Confidential Information of the Disclosing Party will terminate when and to the extent the Receiving Party can document that such information: (a) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party; (b) is disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) is independently developed by the Receiving Party without access to, or use of, Confidential Information. In addition, the Receiving Party may disclose Confidential Information of the Disclosing Party to the extent that such disclosure is: (i) necessary for the Receiving Party to enforce its rights under this Agreement in connection with a legal proceeding; or (ii) required by law or by the order of a court or similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such disclosure in writing prior to making such disclosure and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such disclosure.

8. Indemnification.

8.1. By ZOLL. ZOLL will defend, at its own expense, any action against Customer or its or any of its agents, officers, director, or employees ("Customer Parties") brought by a third party alleging that any Software or Services infringe any U.S. patents or any copyrights or misappropriate any trade secrets of a third party, and ZOLL will pay those costs and damages finally awarded against the Customer Parties in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action. The foregoing obligations are conditioned on Customer: (a) notifying ZOLL promptly in writing of such claim or action; (b) giving ZOLL sole control of the defense thereof and any related settlement negotiations; and (c) cooperating with ZOLL and, at ZOLL's request and expense, assisting in such defense. If any of the Software or Services become, or in ZOLL's opinion is likely to become, the subject of an infringement claim, ZOLL may, at its sole option and expense, either: (i) procure for Customer the right to continue using such Software or Services; (ii) modify or replace such Software or Services with substantially similar software or services so that such Software or Services becomes non-infringing; or (iii) terminate this Agreement, in whole or in part. Notwithstanding the foregoing, ZOLL will have no obligation under this Section 8.1 or otherwise with respect to any infringement claim based upon: (1) use of any of the Software or Services not in accordance with this Agreement; (2) any use of any Software or Services in combination with products equipment, software, services or data not supplied by ZOLL if such infringement would have been avoided but for the combination with other products, equipment, software, services or data; (3) the failure of Customer to implement any replacements, corrections or modifications made available by ZOLL for any Software or Services including, but not limited to, any use of any release of the Software other than the most current release made commercially available by ZOLL; (4) any Customer Content; or (5) any modification of any Software or Services or use thereof by any person other than ZOLL or its authorized agents or subcontractors. This Section 8 states ZOLL's entire liability and the exclusive remedy for any claims of infringement.

8.2. By Customer. Customer shall indemnify, defend and hold ZOLL and its agents, officers, directors and employees (the "ZOLL Parties") harmless from and against any and all liabilities, losses, expenses, damages and claims (collectively, "Claims") that arise out of the following except to the extent the Claims are due to the gross negligence, intentional misconduct or breach of this Agreement by the ZOLL Parties: (i) information provided to any of the ZOLL Parties by any of the Customer Parties; (ii) any of the Customer Parties' use or misuse of any of the Software or Services, including without limitation in combination with Customer's software or services or third party software or services; (iii) any modifications made by any of the Customer Parties to any of the Software or Services; (iv) infringement by any of the Customer

Parties of any third party intellectual property right; (v) Taxes (other than taxes based on ZOLL's net income) and any related penalties and interest, arising from the payment of the Fees or the delivery of the Software and Services to Customer; and (ix) any violation of laws or regulations, including without limitation applicable export and import control laws and regulations in the use of any of the Software or Services, by any of the Customer Parties.

9. Limitation of Liability. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT WILL ZOLL OR ITS AFFILIATES, SUBCONTRACTORS OR SUPPLIERS, OR ANY OF THEIR OFFICERS OR DIRECTORS, BE LIABLE, EVEN IF ADVISED OF THE POSSIBILITY, FOR: (i) SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), (ii) LOSS OF PROFIT, DATA, BUSINESS OR GOODWILL, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR (iii) ANY LOSSES, COSTS OR DAMAGES ASSOCIATED WITH CUSTOMER'S PRODUCTS OR OTHER ELEMENTS INCORPORATED OR USED THEREWITH WHICH WERE NOT PROVIDED BY ZOLL OR WITH RESPECT TO ANY MODIFICATIONS MADE TO THE SOFTWARE OR SERVICES OR MISUSE OF THE SOFTWARE OR SERVICES. ZOLL'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT PAID TO ZOLL BY CUSTOMER FOR THE SOFTWARE AND SERVICES PROVIDED UNDER THIS AGREEMENT DURING THE 12-MONTH PERIOD PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY. Customer acknowledges that these limitations reflect the allocation of risk set forth in this Agreement and that ZOLL would not enter into this Agreement without these limitations on its liability. Customer agrees that these limitations shall apply notwithstanding any failure of essential purpose of any limited remedy. The remedies in this Agreement are Customer's sole and exclusive remedies. In addition, ZOLL disclaims all liability of any kind of ZOLL's licensors and suppliers, for third party products or services, and for the actions or omissions of Customer's representatives.

10. Ownership. All right, title and interest, including but not limited to all existing or future copyrights, trademarks, service marks, trade secrets, patents, patent applications, know how, moral rights, contract rights, and proprietary rights, and all registrations, applications, renewals, extensions, and combinations of the foregoing, in and to the following are the exclusive property of ZOLL (or, as the case may be, its subsidiaries, licensors and suppliers): (i) ASP Services, Software, Documentation, and all proprietary technology used by ZOLL to perform its obligations under this Agreement; (ii) all software, tools, routines, programs, designs, technology, ideas, know-how, processes, techniques and inventions that ZOLL makes, develops, conceives or reduces to practice, whether alone or jointly with others, in the course of performing the Services; (iii) the fully compiled version of any of the foregoing software programs that can be executed by a computer and used without further compilation (the "Executable Code"); (iv) the human readable version of any of the foregoing software programs that can be compiled into Executable Code (the "Source Code"); and (v) all enhancements, modifications, improvements and derivative works of each and any of the foregoing (the "ZOLL Property"). If any derivative work is created by Customer from the Software or Services, ZOLL shall own all right, title and interest in and to such derivative work. Any rights not expressly granted to Customer hereunder are reserved by ZOLL (or its licensors and suppliers, as the case may be).

11. Term and Termination.

11.1. Term. The term of this Agreement ("Term") begins on the effective date of the first Order incorporating this Agreement and continues until it is terminated. The term of each Order begins on the effective date of such Order and continues until it expires or is terminated; *provided, however*, that such term (and any extension thereof) shall automatically renew for an equivalent period at ZOLL's then current list pricing unless either party notifies the other party in writing of an intent to not renew such term at least ninety (90) days prior to the expiration of such term. "Implementation Date" for any ASP Services means the earlier of (a) the date upon which the activation of such ASP Services is complete and such ASP Services are able to function as described in the warranty for such ASP Services, regardless of whether Customer uses such ASP Services or (b) one hundred eighty (180) days following the shipment of the monitor/defibrillators in connection with which such ASP Services are to be used, unless a delay in the activation of such ASP Services is caused by ZOLL, in which case the Implementation Date shall be postponed by a number of days equal to the delay that ZOLL has caused; or (c) if Customer does not use Implementation Services to activate such ASP Services, the date of the Order for such ASP Services.

11.2. Termination. Either party may terminate this Agreement or any Order without cause on thirty (30) days' prior written notice to the other party. Either party may terminate this Agreement or any Order if the other party materially defaults in the performance of any of its obligations hereunder and fails to cure such default within twenty (20) days after written notice from the non-defaulting party.

11.3. Effects of Termination. Upon expiration or termination of this Agreement or any Order for any reason: (a) all amounts, if any, owed to ZOLL under this Agreement or the Order that has expired or been terminated (the "Expired or Terminated Document") before such termination or expiration will become immediately due and payable; (b) Customer's right to access the ASP Services, and all licensed rights granted, in the Expired or Terminated Document will immediately terminate and cease to exist; and (c) Customer must (i) promptly discontinue all use of any ASP Services provided under the Expired or Terminated Document (ii) erase all copies of Access Software from Customer's computers and the computers of its customers and return to ZOLL or destroy all copies of such Access Software and related Documentation on tangible media in Customer's possession and (iii) return or destroy all copies of the Documentation in Customer's possession or control; (d) each party shall promptly discontinue all use of the other party's Confidential Information disclosed in connection with the Expired or Terminated Document and return to the other party or, at the other party's option, destroy, all copies of any such Confidential Information in tangible or electronic form. Additionally, if any Order for ASP Services is terminated by ZOLL for a material default or by Customer without cause, then Customer immediately shall pay ZOLL an early termination fee equal to the amount of (x) the Fees for such ASP Services otherwise payable during the initial term of such Order had such Order not been terminated during such term minus (y) the sum of such Fees paid by Customer to ZOLL prior to the date of termination. Upon ZOLL's request, Customer will provide a written certification (in a form acceptable to ZOLL), certifying as to Customer's compliance with its post-termination obligations set forth in this [Section 11.3](#).

12. General Provisions.

12.1. Compliance with Laws. Customer shall comply with all applicable laws and regulations, and obtain required authorizations, concerning its use of the ASP Services, including without limitation if applicable all export and import control laws and regulations. Customer will not use any ASP Services for any purpose in violation of any applicable laws. ZOLL may suspend performance if Customer violated applicable laws or regulations.

12.2. Audits and Inspections. Upon written request from ZOLL, Customer shall furnish ZOLL with a certificate signed by an officer of Customer stating that the ASP Services are being used strictly in accordance with the terms and conditions of this Agreement. During the Term and for a period of six months following the termination or expiration of this Agreement, upon prior written notice, ZOLL will have the right, during normal business hours, to inspect, or have an independent audit firm inspect, Customer's records relating to Customer's use of the ASP Services to ensure it is in compliance with the terms of this Agreement. The costs of the audit will be paid by ZOLL, unless the audit reveals that Customer's underpayment of Fees exceeds five percent. Customer will promptly pay to ZOLL any amounts shown by any such audit to be owing (which shall be calculated at ZOLL's standard, non-discounted rates) plus interest as provided in [Section 2](#) above.

12.3. Assignments. Customer may not assign or transfer, by operation of law or otherwise (including in connection with a sale of substantially all assets or equity, merger or other change in control transaction), any of its rights under this Agreement or any Order to any third party without ZOLL's prior written consent. Any attempted assignment or transfer in violation of the foregoing will be null and void. ZOLL shall have the right to assign this Agreement or any Order to any affiliate, or to any successor to its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise, and to contract with any third party to provide part of any of the Software and Services, and to delegate performance of this Agreement or any Order to any of its subsidiaries.

12.4. U.S. Government End Users. If Customer is a branch or agency of the United States Government, the following provision applies. The Software and Documentation are composed of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 (SEPT 1995) and are (i) for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212; or (ii) for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. 227.7202 1 (JUN 1995) and 227.7202 3 (JUN 1995).

12.5. Notices. All notices, consents, and approvals under this Agreement must be delivered in writing by electronic mail, courier, electronic facsimile, or certified or registered mail (postage prepaid and return receipt requested) to the other party at the address set forth in the most recent Order (or to such other address or person as from time to time provided by such party in accordance with this [Section 12.5](#)), and will be effective upon receipt or three (3) business days after being deposited in the mail as required above, whichever occurs sooner.

12.6. Governing Law and Venue; Waiver of Jury Trial. This Agreement will be governed by and interpreted in accordance with the laws of the State of Colorado without reference to its choice of law rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Any action or proceeding arising from or relating to this Agreement shall be brought in a federal or state court in the State of Colorado, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding. EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

12.7. Remedies. Except as otherwise expressly provided in this Agreement, the parties' rights and remedies under this Agreement are cumulative. Customer acknowledges that the Software and Services are built on valuable trade secrets and proprietary information of ZOLL, that any actual or threatened breach hereof will constitute immediate, irreparable harm to ZOLL for which monetary damages would be an inadequate remedy, and that ZOLL will be entitled to injunctive relief for such breach or threatened breach. Customer further agrees to waive and hereby waives any requirement for the security or the posting of any bond in connection with such remedies. Such remedies shall not be considered to be the exclusive remedies for any such breach or threatened breach, but shall be in addition to all other remedies available at law or equity to ZOLL.

12.8. Waivers. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

12.9. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of this Agreement will continue in full force and effect. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.

12.10. Independent Contractors. The parties are entering into, and will perform, this Agreement as independent contractors. Nothing in this Agreement will be construed to make either party the agent of the other for any purpose whatsoever, to authorize either party to enter into any contract or assume any obligation on behalf of the other or to establish a partnership, franchise or joint venture between the parties.

12.11. Third Parties. Customer is solely responsible for, and none of the fees set forth herein shall be deemed to cover, any amounts owed to third parties in connection with the use of the ASP Services. If Customer engages a third-party provider ("Third Party Provider") to deliver products or services, including without limitation software, integrated into or receiving data from or accessing the ASP Services ("Third Party Products or Services"), Customer represents, warrants and agrees that: (i) ZOLL shall have no liability, and makes no representation, with respect to such Third Party Products or Services; and (ii) the Third Party Provider shall not be an agent of ZOLL. To the extent the ASP Services or Software contains software owned by a third party for which ZOLL has a license agreement with a third party, the ASP Services and Software and all rights granted hereunder are expressly limited by and subject to any license agreements ZOLL may have for such software.

12.12. Force Majeure. Neither party shall be liable for damages for any delay or failure of performance hereunder (other than payment obligation) arising out of causes beyond such party's reasonable control and without such party's fault or negligence, including, but not limited to, failure of its suppliers to timely deliver acceptable parts or services, any act or omission of Customer that interferes with or impedes ZOLL's performance hereunder, acts of God, acts of civil or military authority, fires, riots, wars, embargoes, Internet disruptions, hacker attacks, or communications failures (a "Force Majeure Event").

12.13. Entire Agreement; Amendment; No Third Party Beneficiaries; Survival. This Agreement, which may be accepted by performance, constitutes the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral, except agreements at zollonline.com. Any other representation or agreement, whether written or oral, including but not limited to any purchase order issued by Customer, shall be wholly inapplicable to the Software and Services and shall not be binding in any way on ZOLL. This Agreement may not be amended or changed or any provision hereof waived except in writing signed by both parties. Any different or additional terms in any purchase order, confirmation or similar form issued or otherwise provided by Customer but not signed by an authorized representative of ZOLL shall have no force or effect. There are no third party beneficiaries of this Agreement. Those provisions of this Agreement that may be reasonably interpreted as surviving termination of this Agreement or the survival of which is necessary for the interpretation or enforcement of this Agreement shall continue in full force and effect in accordance with their terms notwithstanding the termination hereof including, but not limited to, Section 7 (Confidentiality), Section 8 (Indemnification), Section 9 (Limitation on Liability), Section 10 (Ownership), Section 11.3 (Effects of Termination) and Section 12 (General Provisions). This Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument.

13. HIPAA. This Section 13 applies if and to the extent that ZOLL creates, receives, maintains or transmits, directly or indirectly, any protected health information of Customer ("PHI") in the course of providing Software or Services to Customer. Capitalized terms used but not defined in this Section 13 have the meanings assigned to them elsewhere in the Agreement or, if not defined therein, as defined in the Health Insurance Portability and Accountability Act of 1996 (P.L. 104 191), 42 U.S.C. Section 1320d, et seq., and regulations promulgated thereunder, as amended from time to time (such statute and regulations collectively referred to as "HIPAA"). "Covered Entity" as used herein means Customer. "Business Associate" as used herein means ZOLL. The purpose of this Section 13 is to comply with 45 C.F.R. §164.502(e) and §164.504(e), governing PHI and business associates under HIPAA.

13.1. Applicability. This Section 13 applies if and to the extent that Business Associate creates, receives, maintains or transmits, directly or indirectly, any PHI in the course of providing Software or Services to Covered Entity.

13.2. Compliance and Agents. Business Associate agrees that, to the extent it has access to PHI, Business Associate will fully comply with the requirements of this Section 13 with respect to such PHI. Business Associate will ensure that every agent, including a subcontractor, of Business Associate to whom it provides PHI received from, or created or received by Business Associate on behalf of, Covered Entity will comply with the same restrictions and conditions as set forth herein.

13.3. Use and Disclosure; Rights. Business Associate agrees that it shall not use or disclose PHI except as permitted under this Agreement, and in compliance with each applicable requirement of 45 CFR Section 164.504(e). Business Associate may use or disclose the PHI received or created by it, (a) to perform its obligations under this Agreement, (b) to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, or (c) to provide data aggregation functions to Covered Entity as permitted by HIPAA. Further, Business Associate may use the PHI received by it in its capacity as Business Associate, if necessary, to properly manage and administer its business or to carry out its legal responsibilities. Business Associate may disclose the PHI received by it in its capacity as Business Associate to properly manage and administer its business or to carry out its legal responsibilities if: (a) the disclosure is required by law, or (b) the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it is disclosed to the person and the person notifies Business Associate of any instances of which it is aware that the confidentiality of the information has been breached. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by Covered Entity.

13.4. Safeguards. Business Associate agrees to develop, document, use, and keep current appropriate procedural, physical, and electronic safeguards, as required in 45 C.F.R. §§164.308 - 164.312, sufficient to prevent any use or disclosure of electronic PHI other than as permitted or required by this Agreement.

13.5. Minimum Necessary. Business Associate will limit any use, disclosure, or request for use or disclosure to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request.

13.6. Report of Improper Use or Disclosure. Business Associate shall report to Covered Entity any information of which it becomes aware concerning any use or disclosure of PHI that is not permitted by this Agreement and any security incident of which it becomes aware. Business Associate will, following the discovery of a breach of "unsecured protected health information," as defined in 45 C.F.R. § 164.402, notify Covered Entity of such breach within 15 days. The notice shall include the identification of each individual whose unsecured protected health information has been, or is reasonably believed by Business Associate to have been, accessed,

acquired, or disclosed during such breach. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Agreement.

13.7. Individual Access. In accordance with an individual's right to access to his or her own PHI in a designated record set under 45 CFR §164.524 and the individual's right to copy or amend such records under 45 CFR §164.524 and §164.526, Business Associate shall make available all PHI in a designated record set to Covered Entity to enable the Covered Entity to provide access to the individual to whom that information pertains or such individual's representative.

13.8. Amendment of and Access to PHI. Business Associate shall make available for amendment PHI in a designated record set and shall incorporate any amendments to PHI in a designated record set in accordance with 45 CFR §164.526 and in accordance with any process mutually agreed to by the parties.

13.9. Accounting. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to an individual's request for an accounting of disclosures of their PHI in accordance with 45 CFR §164.528. Business Associate agrees to make available to Covered Entity the information needed to enable Covered Entity to provide the individual with an accounting of disclosures as set forth in 45 CFR §164.528.

13.10. DHHS Access to Books, Records, and Other Information. Business Associate shall make available to the U.S. Department of Health and Human Services ("DHHS"), its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity for purposes of determining the Covered Entity's compliance with HIPAA.

13.11. Individual Authorizations; Restrictions. Covered Entity will notify Business Associate of any limitation in its notice of privacy practices, any restriction to the use or disclosure of PHI that Covered Entity has agreed to with an individual and of any changes in or revocation of an authorization or other permission by an individual, to the extent that such limitation, restriction, change, or revocation may affect Business Associate's use or disclosure of PHI.

13.12. HITECH Act Compliance. Covered Entity and Business Associate agree to comply with the amendments to HIPAA included in the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), including all privacy and security regulations issued under the HITECH Act that apply to Business Associate.

13.13. Breach; Termination; Mitigation. If Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of Business Associate's obligations under this Section 13, Covered Entity and Business Associate shall take any steps reasonably necessary to cure such breach and make Business Associate comply, and, if such steps are unsuccessful, Covered Entity may terminate this Agreement. Business Associate shall take reasonable actions available to it to mitigate any detrimental effects of such violation or failure to comply.

13.14. Return of PHI. Business Associate agrees that upon termination of this Agreement, and if feasible, Business Associate shall (a) return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, that Business Associate has continued to maintain in any form or manner and retain no copies of such information or, (b) if such return or destruction is not feasible, immediately notify Covered Entity of the reasons return or destruction are not feasible, and extend indefinitely the protection of this Section 13 to such PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI not feasible.

13.15. De-identified Health Information. Business Associate may de-identify any and all PHI and may create a "Limited Data Set" in accordance with 45 C.F.R. § 164.514(b) & (e). Covered Entity acknowledges and agrees that de-identified information is not PHI and that Business Associate may use such de-identified information for any lawful purpose. Use or disclosure of a Limited Data Set must comply with 45 CFR 164.514(e).

13.16. Survival. All representations, covenants, and agreements in or under this Section 13 shall survive the execution, delivery, and performance of this Agreement.

13.17. Further Assurances; Conflicts. Each party shall in good faith execute, acknowledge or verify, and deliver any and all documents which may from time to time be reasonably requested by the other party to carry out the purpose and intent of this Section 13. The terms and conditions of this Section 13 will override and control any expressly conflicting term or condition of the Agreement. All non-conflicting terms and conditions of the Agreement shall remain in full force and effect. Any ambiguity shall be resolved in a manner that will permit Covered Entity to comply with HIPAA. For the avoidance of doubt, a limitation on liability in the Agreement does not conflict with this Section 13.

13.18. Applicable Law. The parties acknowledge and agree that HIPAA may be amended and additional guidance or regulations implementing HIPAA may be issued after the date of the execution of this Agreement and may affect the parties' obligations hereunder. The parties agree to take such action as is necessary to amend this Agreement from time to time in order as is necessary for Covered Entity to comply with HIPAA.

By signing below, the Customer acknowledges and agrees to those terms and conditions. The person signing below represents and warrants that she or he has the authority to bind the Customer to those terms and conditions.

Customer

Signature:

Name: _____

Title: _____

Company: _____

Company Address: _____

Date: _____

X Series[®] Advanced

ZOLL[®]



ADVANCE YOUR CARE

THE GROUNDBREAKING NEW MONITOR/DEFIBRILLATOR FROM ZOLL



To improve patient outcomes, healthcare providers rely on feedback and data at every step of the rescue. Access to real-time clinical feedback on the scene can take your care to the next level and enable you to manage multiple disease states.

Real-Time Clinical Feedback—Available Only Through ZOLL

For years, ZOLL® devices have provided real-time clinical feedback on CPR to help rescuers deliver high-quality compressions to patients in cardiac arrest. The X Series® Advanced monitor/defibrillator goes beyond cardiac arrest, providing real-time clinical feedback for patients in respiratory distress and patients with a traumatic brain injury:



Real CPR Help® – provides real-time clinical feedback on compression rate and depth



Real BVM Help™ – provides real-time clinical feedback on ventilation volume and rate



TBI Dashboard™ – provides the right information at the right time to help rescuers effectively manage traumatic brain injury (TBI) patients

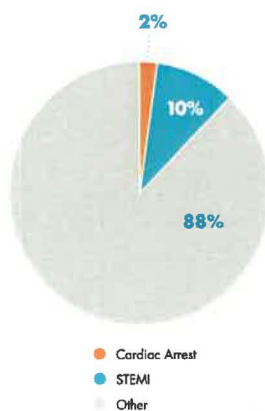
DISEASE STATE MANAGEMENT AND ACCESS TO KEY DATA

Manage Multiple Disease States

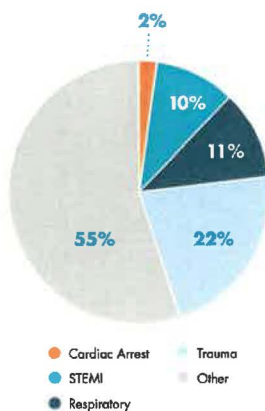
In the pre-hospital environment, access to data helps you manage trauma, cardiac arrest, chest pain, respiratory distress, pediatric issues, and other conditions. X Series Advanced provides information and feedback on CPR, ventilation, and TBI, increasing the range of treatable patients when compared to other currently available monitor/defibrillators.



Standard Monitor/defibrillator



X Series Advanced



Seamless Device Integration

For cardiac arrest patients, the X Series Advanced features Real CPR Help and Real BVM Help, providing simultaneous real-time feedback on both CPR and ventilation quality. When used with the AutoPulse®, ZOLL's automated CPR device, the X Series Advanced captures the unique chest compression data and displays it on screen.

Easy Access to Data

With RescueNet® CaseReview, clinicians can view data from the X Series Advanced post-case for effective QA/QI--no more chasing crews to get case files. With the push of a button, medics can send files directly to your secure system for performance-focused debriefing. Access to data, including ventilation and CPR performance, is as fast as opening a web browser.



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The Power of Telehealth

With ZOLL's remote viewing telehealth technology, healthcare professionals can view data from the X Series Advanced from a remote location. Remote viewing capability provides effective decision support that enables EMS providers to meet their telehealth

X Series® Advanced transmission



Cellular tower



Remote view server powered by AWS



Web browser





ZOLL MEDICAL CORPORATION

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ZOLL®



VALLEY CENTER FIRE PROTECTION DISTRICT

RESOLUTION NO. 2022-05

RESOLUTION OF THE BOARD OF DIRECTORS OF VALLEY CENTER FIRE PROTECTION DISTRICT AUTHORIZING THE PROPOSAL TO PURCHASE FOUR ZOLL X ADVANCED CARDIAC MONITOR DEFIBRILLATORS

WHEREAS, there has been presented to the Valley Center Fire Protection District Board of Directors a Proposal between Valley Center Fire Protection District and Zoll Medical Corporation to contract for purchase using the San Diego County bid and procurement contract four (4) Zoll X Advanced cardiac monitor defibrillators with ancillary equipment, tax, warranties, delivery and training; and

WHEREAS, it is in the best interest of the Valley Center Fire Protection District, community, businesses and visitors that said Proposal be approved to purchase four (4) Zoll X Advanced cardiac monitor defibrillators with ancillary equipment, tax, warranties, delivery and training to enhance the District's emergency medical response capabilities providing Advanced Life Support Paramedic services; and

NOW, THEREFORE, the Board of Directors of Valley Center Fire Protection District does hereby adopt and approve the Proposal and

It is FURTHER RESOLVED, that the District Fire Chief is hereby authorized and directed to execute the Proposal on behalf of the Valley Center Fire Protection District. He is also directed and authorized to take all actions that may be required in connection with the contract purchase, inspection, acquisition and delivery of four (4) Zoll X Advanced cardiac monitor defibrillators with ancillary equipment, tax and warranties.

PASSED AND ADOPTED by the Board of Directors of the Valley Center Fire Protection District, this 20th day of January, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Signature: _____

Phil Bell, President, Valley Center Fire Protection District

Signature

Attest: _____

Regina Roberts, Secretary, Valley Center Fire Protection District

TREASURER'S REPORT

BOARD OF DIRECTORS' PACKET

VALLEY CENTER FIRE PROTECTION DISTRICT

Valley Center Fire Protection District
Balance Sheet
As of December 31, 2021

01/12/22

Accrual Basis

	Dec 31, 21
ASSETS	
Current Assets	
Checking/Savings	
1101 · General Operating #4811	208,877.36
1102 · Payroll Acct #2271	13,875.63
11013 · Fire Foundation #8451	2,150.00
11014 · Explorer #8469	14,275.09
11015 · Training #7024	7,253.14
11016 · Grant Acct #7073	265,645.60
11021 · VCFPD Oracle Gen Fund - #47850	37,846.94
11022 · VCFPD Mitigation Fund - #47855	818,910.74
11023 · CFD 2008-01 - #47853	361,500.05
Total Checking/Savings	1,730,334.55
Total Current Assets	1,730,334.55
TOTAL ASSETS	1,730,334.55
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	69,277.10
Total Accounts Payable	69,277.10
Credit Cards	
8180 · 8180 CitiBank	763.55
9349 · 9349-VCFPD	8,900.85
Total Credit Cards	9,664.40
Total Current Liabilities	78,941.50
Total Liabilities	78,941.50
Equity	
30000 · Opening Balance Equity	2,544,013.06
32000 · Retained Earnings	283,774.89
Net Income	-1,176,394.90
Total Equity	1,651,393.05
TOTAL LIABILITIES & EQUITY	1,730,334.55

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01/12/22

Accrual Basis

Valley Center Fire Protection District

Profit & Loss Budget vs. Actual

July through December 2021

	Jul - Dec 21	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
NON-OPERATING REVENUE				
30100 • Mitigation Fees Capital Expendi	0.00	224,735.00	-224,735.00	0.0%
30120 • Mitigation Interest	1,177.53	5,000.00	-3,822.47	23.6%
30130 • CFD2008-1 Interest	504.53	1,250.00	-745.47	40.4%
Total NON-OPERATING REVENUE	1,682.06	230,985.00	-229,302.94	0.7%
OPERATING REVENUE				
49000 • NCD JPA Capital Equipment Reimb	15,915.21			
40000 • Benefit Fees/Standby (315001)	450,518.26	1,680,943.51	-1,230,425.25	26.8%
40100 • Taxes, Property (315000)	230,817.43	580,801.24	-349,983.81	39.7%
40200 • CFD-2000-1 (315002)	79,347.68	300,304.69	-220,957.01	26.4%
40300 • CFD-2008-01 (315003)	64,432.49	151,289.05	-86,856.56	42.6%
40400 • General Fund Interest	0.00	24,516.20	-24,516.20	0.0%
40500 • Mercy Transport Fees	23,200.00	42,000.00	-18,800.00	55.2%
40600 • First Responder Fees	15,998.66	15,260.00	738.66	104.8%
40700 • Community Development Fees	126,630.93	120,000.00	6,630.93	105.5%
40800 • Fire Prevention Inspection Fees	29,079.35	7,000.00	22,079.35	415.4%
40900 • CFAA Reimbursement				
40901 • Payroll & Admin	24,921.45	145,000.00	-120,078.55	17.2%
40902 • Equipment	0.00	10,000.00	-10,000.00	0.0%
40900 • CFAA Reimbursement - Other	113,390.38	0.00	113,390.38	100.0%
Total 40900 • CFAA Reimbursement	138,311.83	155,000.00	-16,688.17	89.2%
41000 • Fixed Asset Disposal	0.00	15,000.00	-15,000.00	0.0%
42000 • Incident Cost Recovery-Fire USA	4,638.00	20,000.00	-15,362.00	23.2%
43000 • Training Reimb-Target & Palomar	6,173.50	22,888.00	-16,714.50	27.0%
44000 • Fire Foundation Fund	13,640.00	398,500.00	-384,860.00	3.4%
46000 • Fire Explorer Post Donations	10,059.37	500.00	9,559.37	2,011.9%
46000 • Applied UASI Grant Income	0.00	13,500.00	-13,500.00	0.0%
47000 • Applied SHSGP Grant Income	13,738.00	14,150.00	-412.00	97.1%
48000 • Applied Grant Income-Other	2,703.87	336,288.00	-333,584.13	0.8%
OPERATING REVENUE - Other	0.00	230,985.00	-230,985.00	0.0%
Total OPERATING REVENUE	1,225,204.58	4,126,926.69	-2,901,722.11	29.7%
Total Income	1,226,886.64	4,357,911.69	-3,131,025.05	28.2%
Cost of Goods Sold				
50001 • Cost of Goods Sold	0.00	20,000.00	-20,000.00	0.0%
Total COGS	0.00	20,000.00	-20,000.00	0.0%
Gross Profit	1,226,886.64	4,337,911.69	-3,111,025.05	28.3%
Expense				
TRAINING				
50000 • Explorer Post	703.88	500.00	203.88	140.8%
50100 • EMT & Paramedic License Renewal	1,211.00	4,500.00	-3,289.00	26.9%
50200 • Palomar College Tuition	4,256.50	7,850.00	-3,593.50	54.2%
50300 • Station & Apparatus References	0.00	2,500.00	-2,500.00	0.0%
50400 • Target Solutions	6,603.00	6,603.00	0.00	100.0%
50500 • Training & Expenses	12,102.12	20,300.00	-8,197.88	59.6%
50600 • Training Expenses - UASI	3,073.29	4,800.00	-1,726.71	64.0%
Total TRAINING	27,949.79	47,053.00	-19,103.21	59.4%
OVERHEAD / ADMINISTRATIVE SERV				
51000 • Service Awards & Commendations	718.30	1,000.00	-281.70	71.8%
51001 • Contingencies & Misc.	247.10	10,000.00	-9,752.90	2.5%
51002 • Advertis FF Recruit & Physicals	1,267.34	11,800.00	-10,532.66	10.7%
51003 • Bank Fees / Interest Expense	292.53	1,500.00	-1,207.47	19.5%
51004 • IT Equipment & Software	1,419.93	2,500.00	-1,080.07	56.8%
51005 • Office & Computer Supplies	3,584.90	6,500.00	-2,915.10	55.2%
51006 • Election/Annexation Service	4,655.51	10,000.00	-5,344.49	46.6%
Total OVERHEAD / ADMINISTRATIVE SERV	12,185.61	43,300.00	-31,114.39	28.1%
CONTRACT SERVICES				
51100 • Broadband Services & Telephone	36,364.47	70,000.00	-33,635.53	51.9%
51101 • Professional Services	31,427.25	39,460.00	-8,032.75	79.6%
51102 • Equipment Rental/Copier Lease	3,117.26	87,000.00	-83,882.74	3.6%
51103 • Contract Labor	7,460.00	10,910.00	-3,450.00	68.4%
51104 • Printing,Repro&Digital Map Serv	8,061.00	13,000.00	-4,939.00	62.0%
51105 • Insurance	29,909.00	25,000.00	4,909.00	119.6%
51106 • Crew Scheduling Services	2,238.30	4,500.00	-2,261.70	49.7%
51107 • Trauma Intervention Program	2,340.00	2,340.00	0.00	100.0%
51108 • Modular Buildings	5,192.24	8,300.00	-3,107.76	62.6%
51109 • Burn Inst/Youth Fire Prevent	172.06	642.00	-469.94	26.8%
51110 • MDC Equip Replacement-HP Lease	2,504.45	6,000.00	-3,495.55	41.7%
Total CONTRACT SERVICES	128,786.03	267,152.00	-138,365.97	48.2%
COMMUNITY RISK REDUCTION				
51200 • Public Education	2,331.60	5,250.00	-2,918.40	44.4%
51201 • CERT	0.00	500.00	-500.00	0.0%
51202 • Safety Prod/Fire Hydrant Maint	0.00	0.00	0.00	0.0%
51203 • POST Recertification Materials	90.00	500.00	-410.00	18.0%
Total COMMUNITY RISK REDUCTION	2,421.60	6,250.00	-3,828.40	38.7%
FIRE FACILITIES				
FIRE STATION #1				
51301 • #1 Facility Maint/Repairs	6,176.17	14,650.00	-8,473.83	42.2%
51302 • #1 Utilities	13,021.32	23,415.00	-10,393.68	55.6%
Total FIRE STATION #1	19,197.49	38,065.00	-18,867.51	50.4%
FIRE STATION #2				
51310 • #2 Facility Maint/Repairs	4,931.35	14,650.00	-9,718.65	33.7%
51312 • #2 Utilities	9,751.72	18,915.00	-9,163.28	51.6%
Total FIRE STATION #2	14,683.07	33,565.00	-18,881.93	43.7%
Fire Station #3				
51320 • #3 Facility Maint/Repairs	0.00	0.00	0.00	0.0%
51322 • #3 Utilities	0.00	0.00	0.00	0.0%
Total Fire Station #3	0.00	0.00	0.00	0.0%

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01/12/22

Accrual Basis

Valley Center Fire Protection District
Profit & Loss Budget vs. Actual
July through December 2021

	Jul - Dec 21	Budget	\$ Over Budget	% of Budget
Total FIRE FACILITIES	33,880.56	71,630.00	-37,749.44	47.3%
FIRE APPARATUS				
51400 • Ancillary Equip Ann Maintenance	52,023.85	76,500.00	-24,476.15	68.0%
51401 • Apparatus Shop Tools/Rpr Supp	3,785.24	8,300.00	-4,514.76	45.6%
51402 • Fuel	18,392.50	50,000.00	-31,607.50	36.8%
Total FIRE APPARATUS	74,201.59	134,800.00	-60,598.41	55.0%
OPERATIONS				
61600 • Breathing Air Equip Maintenance	1,203.96	4,000.00	-2,796.04	30.1%
61601 • Fireline Meals	52.24	3,000.00	-2,947.76	1.7%
61602 • SHSOP Grant PPE	2,146.75	14,150.00	-12,003.25	15.2%
61603 • Equipment Grant	0.00	10,500.00	-10,500.00	0.0%
61604 • Station Uniforms	9,996.15	14,000.00	-4,003.85	71.4%
Total OPERATIONS	13,399.10	45,650.00	-32,250.90	29.4%
COMMUNICATIONS				
51600 • North County Dispatch	117,381.03	135,000.00	-17,618.97	86.9%
51601 • RCS Communication Fees	13,248.00	12,400.00	848.00	106.8%
Total COMMUNICATIONS	130,629.03	147,400.00	-16,770.97	88.6%
PARAMEDIC EMERGENCY SUPPLIES				
51700 • Medical Equipment & Supplies	4,491.95	15,000.00	-10,508.05	29.9%
51701 • Cardiac Monitor Calibration/Rpr	0.00	4,000.00	-4,000.00	0.0%
Total PARAMEDIC EMERGENCY SUPPLIES	4,491.95	19,000.00	-14,508.05	23.6%
MEMBERSHIPS & ASSOCIATIONS				
51800 • Dues & Subscriptions	9,451.00	11,457.00	-2,006.00	82.5%
Total MEMBERSHIPS & ASSOCIATIONS	9,451.00	11,457.00	-2,006.00	82.5%
PAYROLL-ADMINISTRATIVE				
60000 • Division Chief-Operations/Train	57,843.45	95,508.72	-37,665.27	60.6%
60100 • Division Chief-Emerg Services	0.00	0.00	0.00	0.0%
60200 • Battalion Chief-Fire Marshal	32,476.79	82,000.00	-49,523.21	39.6%
60300 • Administrative Captain	0.00	0.00	0.00	0.0%
60400 • Administrative Asst-Office Mgr.	22,504.48	41,815.84	-19,311.36	53.8%
60500 • Bookkeeper	1,491.63	24,327.13	-22,835.50	6.1%
60600 • Fire Chief	38,063.32	103,639.20	-65,775.88	36.7%
Total PAYROLL-ADMINISTRATIVE	152,379.57	347,490.89	-195,111.22	43.9%
PAYROLL - OPERATIONAL PERSONNEL				
61000 • Fire Engineers	155,949.67	412,111.00	-256,161.33	37.8%
62000 • Reserve Firefighters (PT)	912.09	261,360.00	-260,447.91	0.3%
63000 • Firefighter-Paramedics	275,502.95	274,569.00	933.95	100.3%
64000 • Fire Captains	225,321.06	591,388.00	-366,066.94	38.1%
65000 • CFAA Wages	468.53	120,000.00	-119,531.47	0.4%
PAYROLL - OPERATIONAL PERSONNEL - Other	-818.53			
Total PAYROLL - OPERATIONAL PERSONNEL	657,335.77	1,659,428.00	-1,002,092.23	39.6%
66000 • PAYROLL EXPENSES				
66007 • ACF Local Union Dues	1,580.46			
66001 • Taxes, FICA, SUTA, Unemployment	389,314.98	174,204.09	215,110.89	223.5%
66002 • FASIS Workers Comp Emp Asst	88,905.44	150,712.88	-61,807.44	59.0%
66003 • Payroll Service	2,505.36	9,800.00	-7,294.64	25.6%
66004 • Health Benefit Costs	37,867.61	33,524.00	4,343.61	113.0%
66005 • 457 Retirement Costs	85,003.05			
66006 • VC FF Association Fees	7,252.00			
Total 66000 • PAYROLL EXPENSES	612,428.90	368,240.97	244,187.93	166.3%
Engines & Equipment				
70000 • Engine 163 & Equipment	0.00	125,000.00	-125,000.00	0.0%
70001 • RCS NextGen Network Infrastruct	0.00	11,000.00	-11,000.00	0.0%
70002 • RCS NextGen Radio Equipment	0.00	0.00	0.00	0.0%
70003 • SCBA Purchase	0.00	0.00	0.00	0.0%
70004 • Fire Station Development Costs	447,599.39	486,000.00	-38,400.61	92.1%
70005 • New Station Consulting	19,305.00	90,000.00	-70,695.00	21.5%
70006 • Fire Station PPE Lockers	9,257.00	9,735.00	-478.00	95.1%
70007 • Fire Station Electrical Resilia	49,404.00	236,288.00	-186,884.00	20.9%
70008 • MDC Replacement Program	18,175.55	20,000.00	-1,824.45	90.9%
Total Engines & Equipment	543,740.94	978,023.00	-434,282.06	55.6%
Total Expense	2,403,281.54	4,146,874.86	-1,743,593.32	58.0%
Net Ordinary Income	-1,176,394.90	191,036.83	-1,367,431.73	-615.8%
Net Income	-1,176,394.90	191,036.83	-1,367,431.73	-615.8%

Valley Center Fire Protection District

Profit & Loss

December 2021

	Dec 21
Ordinary Income/Expense	
Income	
OPERATING REVENUE	
49000 · NCD JPA Capital Equipment Reimb	15,915.21
40000 · Benefit Fees/Standby (315001)	366,821.20
40100 · Taxes, Property (315000)	195,623.37
40200 · CFD-2000-1 (315002)	63,272.22
40300 · CFD-2008-01 (315003)	23,347.46
40600 · First Responder Fees	15,998.66
40700 · Community Development Fees	44,725.03
40800 · Fire Prevention Inspection Fees	420.00
40900 · CFAA Reimbursement	68,854.47
42000 · Incident Cost Recovery-Fire USA	824.00
45000 · Fire Explorer Post Donations	6,606.84
Total OPERATING REVENUE	802,408.46
Total Income	802,408.46
Gross Profit	802,408.46
Expense	
TRAINING	
50200 · Palomar College Tuition	1,919.00
50500 · Training & Expenses	8,346.10
Total TRAINING	10,265.10
OVERHEAD / ADMINISTRATIVE SERV	
51000 · Service Awards & Commendations	718.30
51002 · Advertis FF Recruit & Physicals	133.30
51003 · Bank Fees / Interest Expense	28.00
51005 · Office & Computer Supplies	462.56
Total OVERHEAD / ADMINISTRATIVE SERV	1,342.16
CONTRACT SERVICES	
51100 · Broadband Services & Telephone	4,908.05
51101 · Professional Services	250.00
51103 · Contract Labor	3,105.00
51104 · Printing,Repro&Digital Map Serv	1,365.00
51108 · Modular Buildings	991.08
Total CONTRACT SERVICES	10,619.13
COMMUNITY RISK REDUCTION	
51203 · POST Recertification Materials	15.00
Total COMMUNITY RISK REDUCTION	15.00
FIRE FACILITIES	
FIRE STATION #1	
51301 · #1 Facility Maint/Repairs	329.12
51302 · #1 Utilities	1,492.38
Total FIRE STATION #1	1,821.50
FIRE STATION #2	
51310 · #2 Facility Maint/Repairs	310.24
51312 · #2 Utilities	2,274.35
Total FIRE STATION #2	2,584.59
Total FIRE FACILITIES	4,406.09
FIRE APPARATUS	
51400 · Ancillary Equip Ann Maintenance	22,554.67
51401 · Apparatus Shop Tools/Rpr Supp	250.97
51402 · Fuel	199.92

Valley Center Fire Protection District

Profit & Loss

December 2021

	Dec 21
Total FIRE APPARATUS	23,005.56
OPERATIONS	
51504 · Station Uniforms	1,817.74
Total OPERATIONS	1,817.74
COMMUNICATIONS	
51600 · North County Dispatch	31,056.62
51601 · RCS Communication Fees	1,885.00
Total COMMUNICATIONS	32,941.62
PARAMEDIC EMERGENCY SUPPLIES	
51700 · Medical Equipment & Supplies	10.83
Total PARAMEDIC EMERGENCY SUPPLIES	10.83
PAYROLL-ADMINISTRATIVE	
60000 · Division Chief-Operations/Train	30,971.62
60200 · Battalion Chief-Fire Marshal	6,828.69
60400 · Administrative Asst-Office Mgr.	4,650.21
60500 · Bookkeeper	1,491.63
60600 · Fire Chief	9,443.13
Total PAYROLL-ADMINISTRATIVE	53,385.28
PAYROLL - OPERATIONAL PERSONNEL	
61000 · Fire Engineers	32,296.28
63000 · Firefighter-Paramedics	60,433.76
64000 · Fire Captains	43,125.00
PAYROLL - OPERATIONAL PERSONNEL - Other	-4,150.71
Total PAYROLL - OPERATIONAL PERSONNEL	131,704.33
66000 · PAYROLL EXPENSES	
66007 · ACF Local Union Dues	178.08
66001 · Taxes, FICA, SUTA, Unemployment	90,493.81
66003 · Payroll Service	411.93
66004 · Health Benefit Costs	6,102.13
66005 · 457 Retirement Costs	16,078.20
66006 · VC FF Association Fees	1,202.00
Total 66000 · PAYROLL EXPENSES	114,466.15
Engines & Equipment	
70004 · Fire Station Development Costs	29,536.00
70008 · MDC Replacement Program	198.49
Total Engines & Equipment	29,734.49
Total Expense	413,713.48
Net Ordinary Income	388,694.98
Net Income	388,694.98