

# **VALLEY CENTER FIRE PROTECTION DISTRICT**



**BOARD OF DIRECTORS' REGULAR MEETING  
VCMWD Board Room**

**Thursday – July 20, 2023 at 6:00 p.m.**

**Valley Center Fire Protection District Board of Directors**  
**REGULAR MEETING AGENDA**  
**July 20, 2023 / 6:00 p.m.**

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. 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.*

**5. PROCLAMATIONS AND PRESENTATIONS**

None

**6. 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 June 15, 2023

**Standing Item – Review and Approve**

- B. Proposal to adopt Resolution NO 2023-21 (Fruitvale) on Intention to Annex Territory to  
CFD 2008-1 **Review and Approve**

**7. STAFF REPORTS**

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

**8. OLD BUSINESS**

- A. Discussion and adoption of Updated Board Policies and Procedures.

**9. NEW BUSINESS**

- A. Proposal to adopt Resolution 2023-20 Approving the Memorandum of Understanding Between the Valley Center Fire Protection District and the Valley Center Firefighters Association IAFF LOCAL 5187.
- B. Staff Report and discussion of the recently issued FHSZ (Fire Hazard Severity Zone) Map and the ramifications to the community.

**10. TREASURER'S REPORT**

Review of Fiscal Recap for June 2023

## **11. CLOSED SESSION**

### **Personnel Matters**

#### **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.*

## **12. ANNOUNCEMENT OF CLOSED SESSION ACTIONS**

## **13. BOARD OF DIRECTORS COMMENTS**

## **14. 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 – August 17, 2023**

**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  
June 15, 2023 / 6:00 p.m.**

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

1. Call to Order at 6:00 p.m.
2. Roll Call:
  - Gina Roberts – Present
  - Phil Bell – Present
  - Steve Hutchison – Present
  - Robb Rattray - Present
  - Mike O'Connor - Absent
3. Pledge of Allegiance – led by Chief Napier
4. Public Comment – None
5. Proclamations and Presentations – A badge pinning was held for Fire Marshal Jim Davidson who was promoted from Battalion Chief to Division Chief. Chief Napier pinned on his badge and Chief Duncan pinned on the collar brass.
6. Consent Calendar – The consent calendar, containing the minutes from the Regular Meeting May 18, 2023, after motion made and seconded, was approved by Directors Rattray, Bell and Roberts. Director Hutchison abstained from voting because he was absent at the May meeting.
7. 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. Fire Station Project Monthly Update – Chief Napier presented the construction project update.
  - D. Community Risk Reduction Division Report – Chief Davidson presented his report.
  - E. Valley Center Firefighters Association Report – Chief Napier gave an update on the Association activities. The firefighters participated in the Chili Cook-off at Western Days. Some of the Local members will be going to Sacramento, to union headquarters to discuss the turmoil caused by another agency's union members regarding the 6% of the 1%.
8. Old Business – Adoption of Updated Board Policies and Procedures was tabled until the July meeting on recommendation by Counsel, because of the changes that still need to be made to the document.

9. New Business
- A. The Board held a Public Hearing on an Annexation Petition into CFD 2008-1. After the hearing, upon motion duly made and seconded, Resolution NO. 2023-16 (Airflight) was approved unanimously by the Board members present.
  - B. A proposal to adopt Resolution 2023-17 to Participate In The County Of San Diego Fire Mitigation Fee Program For Fiscal Year 2023-2024 And Adopt A Capital Improvement Plan For The Use Of Fire Mitigation Fee Revenue was made, after motion made and seconded, Resolution 2023-17 was unanimously approved by Directors Roberts, Bell, Hutchison and Rattray.
  - C. There was a proposal to adopt Resolution NO 2023-18 Identifying The Terms And Conditions For Fire Department Response Away From Their Official Duty Station And Assigned To An Emergency Incident, after motion made and seconded, Resolution 2023-18 was approved by Directors Roberts, Bell, Hutchison and Rattray.
  - D. A proposal was made to adopt Resolution 2023-19 Acknowledging Receipt Of A Report Made By Fire Chief Josef Napier of Certain Occupancies Required To Perform Annual Inspections In Such Occupancies Pursuant To Sections 13146.2 And 13146.3 Of The California Health and Safety Code, after motion made and seconded, Resolution 2023-19 was unanimously approved.
  - E. The final reading of the FY 2023-24 budget was held. Chief Davidson noted the minor changes to the budget. After motion made and seconded, FY 2023-24 budget was approved by the Board members present.
10. Treasurers Report –Chief Napier presented the Treasurer’s Report. During the report Chief Napier informed the Board that 3 bids were requested for our annual audit as required by our policy and it was decided to go with the bid by Nigro and Nigro for the 2022-23 fiscal year audit. The Treasurer’s Report, after a motion made and seconded, was unanimously approved by the Board members present.
11. Closed Session – 7:03 pm - A Closed Session was held to discuss Personnel Matters and Contract Negotiations.
12. Announcement of Closed Session Actions – 7:33 pm – Open Session – Director Bell announced no action was taken in the Closed Session.
13. Board of Directors Comments
- Director Roberts likes the new fire engine. Congratulations to the team for putting that together. Western Days was phenomenal, thank you. Congratulations to Chief Davidson.
- Director Rattray concurs that Western Days parade was great, the fair was fun and everybody was happy. Missed the rodeo, hopefully next year. He always looks forward to the dual triple call ratio numbers. He loves that we do mutual aid and appreciates what you guys do.
- Director Hutchison, since he was out of town, will rely on others to bestow congratulations for the chili cook-off and everyone who worked on it. He congratulated Chief Davidson and commented that he has demonstrated his worth more than once. He is looking forward to more information on Station 3 and the Station 1 and Station 2 upgrades.
- Director Bell congratulations to Chief Davidson and thank you.

Adjournment – 7:38 p.m.

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Regina Roberts, Secretary

**NEXT REGULAR MEETING: June 15, 2023**

RESOLUTION 2023-21

CFD 2008-1 – ANNEXATION

FRUITVALE RD

188-224-14-00



**RESOLUTION NO. 2023-21**  
**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 July 13, 2023 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 August 17, 2023, 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

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 20<sup>th</sup> day of July, 2023 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](http://vcfpd.org)



July 20, 2023

## Fire Chief's Report Valley Center Fire Protection District Board

1. The Valley Center Fire Department had another busy month with Emergency Incidents, Station Tours, Final School and Business Inspections, Community Meetings, Training, Type 3 Apparatus Delivery, Facilities Projects.
2. ALS Program: 2023-2024 Protocol Updates
3. Operational Area Update: Wildland Fire Extended Attach Module
4. Local and Regional Training: Drill Days at Pala and Company Performance Drills (ISO)
5. Cal Fire Valley Center Battalion: Station 71 is at full staffing levels: 2, Type 3's with 3/0 staffing.
6. Law Enforcement / Fire /Tribal Interagency Operations: Hi-Lo Evacuation and Mapping.
7. 7/11/23: Presentation to Rincon and San Pasqual Tribal Councils on the 6% of the 1%
8. Fire Station 3 Development: County Plan Check Review: Plan corrections have been submitted and are due back from the County on August 4, 2023.
9. Valley Center Type 3 Dedication Ceremony: July 21, 2023 at 10:00am Fire Station 1

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: June, 2023

### 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 <sup>th</sup> Percentile	90 <sup>th</sup> Percentile	90 <sup>th</sup> Percentile
JAN	136	57	0	96	13	3	42	40	222	0:2:15	0:10:29	0:12:43
FEB	86	44	0	64	6	2	33	29	162	0:2:12	0:10:16	0:11:58
MAR	110	58	0	72	5	2	42	39	192	0:2:16	0:10:58	0:12:25
APR	123	47	0	74	4	2	44	32	208	0:2:11	0:11:32	0:12:54
MAY	106	52	0	68	10	3	38	35	187	0:2:00	0:10:56	0:12:47
JUN	115	54	0	69	10	2	38	35	194	0:2:13	0:13:22	0:15:03
JUL												
AUG												
SEP												
OCT												
NOV												
DEC												
Last Month Incidents	106	52	0	68	10	3	38	35	187	0:2:00	0:10:56	0:12:47
2022 Year End Total	1323	664	10	927	116	31	560	364	2293	0:2:22	0:13:53	0:15:19
2023 Year to Date	676	312	0	443	48	14	237	210	1165	0:2:27	0:12:27	0:13:59
2023 YTD % Change												
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			
2023 Monthly Total		No data	No data	No data	No data	%	%	%	%			
2023 Ambulance Responses Monthly	Mercy Medic 11	Mercy Medic 70	Mercy Medic 71	Mercy Medic 75	Rincon Fire Rescue Ambulance 181		Mercy Air	Total Unit Responses	Total Unit Transports	90 <sup>th</sup> Percentile Turnout	90 <sup>th</sup> Percentile Travel	90 <sup>th</sup> Percentile Response
Ambulance Transports	4	11	57	4	1		0	156	77	0:3:51	0:18:32	0:22:04

### Firefighters in the program:

- Firefighter Driver Operators: 1
- Firefighter Paramedics: 12
- Firefighter EMTs: 22
- Fire Explorers: 8

### Apparatus and Equipment:

#### **Station 1:**

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

CP-1616 - In Service

E169 – In Reserve

C-1603 – In Reserve

BR161 – In Training Status: Station 2

#### **Station 2:**

- E-162 – In Service
- S-162 – In Service

E-168 – In Service

OES WT62 – OOS Service: Annual Maintenance

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

### **Special Training and Future Community Events:**

- Planning Group Evacuation Sub-Committee Meeting: July 27, 2023 via Zoom: 6:30pm
- Valley Center Type 3 Dedication Ceremony: July 21, 2023, 10:00am at Fire Station 1
- Life Saving Award Presentation: Linda Deleon and Family with Station 1 Crew
- Valley Center Fire and SDG&E Wildland Fire Safety Day at Bates Nut Farm: August 26 0900-1400
- Patriot Day Celebration and Reading of the Names: Monday, September 11, 2023 Fire Station 1, 0830
- 20 Year Paradise Fire Remembrance: October 26, 2023, Location and Time TBD
- Annual Christmas Party: Saturday, December 2, 2023 from 5pm to 7:30pm, Location TBD

### **Legislative / Political Updates:**

CDSA 6% of the 1% Presentation: August 17, 2023 1800 hours

### **Grants/Awards FY-21-23:**

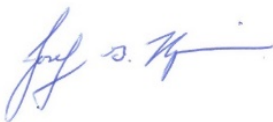
- AFG Prevention Grant Application FY2021: Awarded: Migrant Outreach Program
- Safer Grant Application FY2022: In Process
- Health and Safety Grant FY2022: Opens in May
- AFG Grant Application FY2022: In Process

### **Significant Incidents/Station Activities:**

- Technical Rescue Response: Oak tree into a structure, Oakvale Community
- Rescue Traffic Collision: 29480 Valley Center Road
- Expanded Rescue Traffic Collision: 29350 Lilac Road
- Childbirth: 15122 Fruitvale Road

### **Trauma Intervention Program (TIP):**

- 2 TIP responses for the month of June, 2023 to Valley Center. Tip is responding directly to the scene or hospital as requested by our Fire Captains and the Sheriff's Department.



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

## **MEMORANDUM**

DATE: July 12, 2023  
TO: Joe Napier, Fire Chief, Valley Center Fire Protection District  
FROM: Robin Biglione, Biglione Construction Management  
SUBJECT: Update on Erickson-Hall Design-Build Agreement Progress

The status of each project is addressed below.

### Temporary Fire Station No. 3

County plan check comments were received April 26, 2023. The Temporary Fire Station No. 3 plans for on-site work were resubmitted to the County on June 23. The County requested a separate submittal for the street improvement plans. The street improvement plans were accepted for pre-submittal review by the County on June 23. The improvement plan pre-submittal comments were received and addressed. The street improvement plans were submitted July 12. Expedited review was requested for the resubmittal and the street improvement plan review.

The County informed Erickson-Hall that their review of the on-site work resubmittal should be completed August 4. A date for the completion of the County review of the street improvement plans has not been provided.

If the County approves the plans for Station No. 3 on August 4, the tentative schedule is for Erickson-Hall to bid the work and negotiate the GMP by mid-September to get the contract amendment for construction of Station No. 3 on the Board Agenda for September 21.

Agency clearances have been provided by the School District and the Water District. The plans for the septic system have been approved by the County Health Department. The plans for electric service have been approved by SDG&E.

### Fire Station No. 1

Plan check comments were received April 26, 2023. The plan check comments included accessibility comments related to the remodel plans for both Fire Stations No. 1 and 2.

PBK is working on the design of the two accessible restrooms (one at each station) requested by the County plan checker. This additional work is being funded from design contingency funds available because other work (Geotechnical work at Fire Station No. 3 and screened porch design at Fire Station No. 2) was not done.

Based on feedback from the County plan checker, accessible paths of travel to the public way will not be required. This is significant as the work to provide that path of travel would be expensive. Additional design services are required to provide accessible parking at Stations 1 and 2, which meets current standards, and an accessible path from the accessible parking to the main entrance of each station. These design services were not included in the scope of the design for the original project(s). Erickson-Hall is working on a cost proposal for this design

work, which will require a Change Order to increase the design contract amount. Chief Napier requested the cost for this work prior to the July 20, Board meeting, if possible.

Fire Station No. 2

Plan check comments were received on April 26, 2023. See discussion of accessibility issues under Fire Station No. 1.

#### Next Steps

1. Provide a scope and cost for design work to address accessible parking and path of travel from accessible parking to the main entrance for Fire Stations 1 and 2
2. Get approval of a Change Order for the design work in #1 above
3. Complete and resubmit plans for Stations 1 and 2, including required accessibility improvements



## Community Risk Reduction Division - Fire Marshal's Report

June 2023

Significant Events since last report:

- Weed Program as of 7/11/2023:
  - 530 Parcels inspected (Approx 6% of parcels in VC)
  - 104 letters sent for the following violations (May be more than one violation per letter)
  - 21 Defensible Space
  - 62 Road/driveway clearance
  - 41 Palm Trees with dead fronds
  - 22 Rubbish piles
  - 10 Automatic gate without Knox Switch
- Vegetation Fire Jana Ln x Vesper rd
- Structure Fire - Hideaway Lake

### Business of Prevention in June 2023

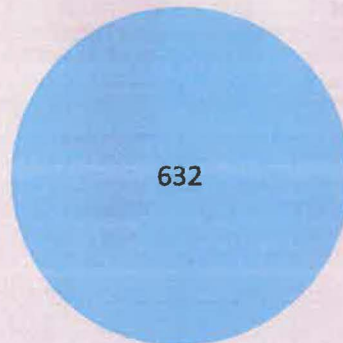
Item Name	Qty
3.3.11 Commercial Fire False Alarm	1
3.3.8 Commercial Solar Plan Review	1
4.16 Other Services Not Listed (Per Hour)	1
AB-38 Defensible Space inspection	5
2.2.1 New Residential or Remodel Plan Review (Any type, includes inspections)	1
2.1.3 Residential Fire Sprinklers NFPA 13-D or NFPA 13-R (includes 2 inspections)	2
2.3.2 Accessory Dwelling Unit Plan Review (Includes 2 Inspections)	1
2.3.4 Barns and Outbuildings (500 sq ft and over and under 4,000 sq ft)	1

# Park Circle / Orchard Run Development Status Report

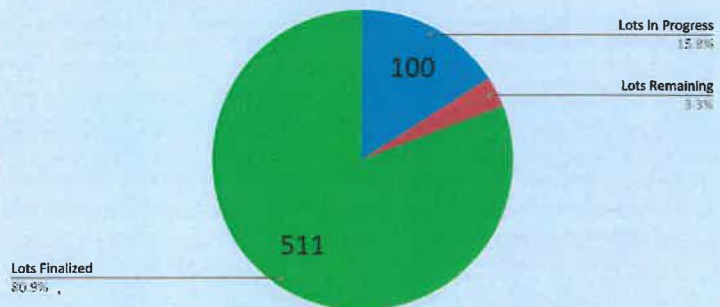
07/11/2023

Total Lots in Project	632
Lots Sold to Developers	632
Lots Unsold	0
Lots In Progress	100
Lots Remaining	21
Lots Finalized	511
Mitigation Total	\$1,045,122.30
Mitigation Remaining	\$40,914.36
Mitigation Complete	\$1,004,207.94
Plan Check Total	\$376,040.00
Plan Check Remaining	\$12,495.00
Plan Check Complete	\$363,545.00

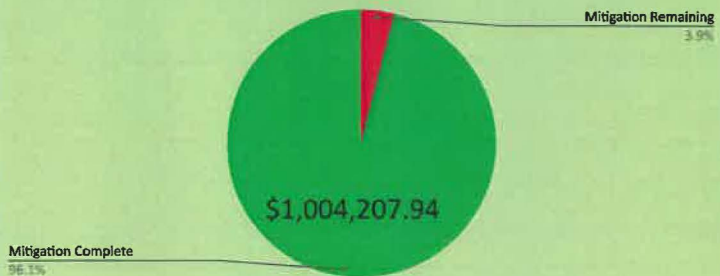
Park Circle/Orchard Run Lots



Park Circle/Orchard Run Lots in Development



Park Circle/Orchard Run Mitigation Totals



Park Circle/Orchard Run Plan Check Fees



Inspections Remaining			
Hydrostatic Remaining:			126
Finals Remaining:			121
Total inspections remaining:			247
Plan Reviews and Inspections			
Month	Plan Chk	Hydro	Final
December 2020	11	3	0
January 2021	3	4	3
February 2021	16	0	0
March 2021	45	5	0
April 2021	0	9	3
May 2021	60	2	8
June 2021	19	14	6
July 2021	21	30	0
August 2021	63	18	25
September 2021	21	23	12
October 2021	36	32	4
November 2021	0	39	26
December 2021	68	29	32
January 2022	14	33	8
February 2022	21	27	35
March 2022	49	24	60
April 2022	36	22	21
May 2022	17	42	19
June 2022	7	19	25
July 2022	24	33	19
August 2022	21	19	50
September 2022	15	35	23
October 2022	0	2	22
November 2022	4	16	21
December 2022	0	10	27
January 2023	5	6	7
February 2023	0	5	7
March 2023	10	0	16
April 2023	0	4	0
May 2023	19	16	17
June 2023	0	5	5
July 2023	0	0	0
August 2023	0	0	0
September 2023	0	0	0
Totals	605	526	501



**OLD BUSINESS**

**BOARD OF DIRECTORS' PACKET**  
**VALLEY CENTER FIRE PROTECTION DISTRICT**



**Valley Center Fire Protection District**  
**Board of Directors**  
**Policies and Procedures Manual**



**Valley Center Fire Protection District Board Of Directors  
Policies and Procedures Manual**

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# **Valley Center Fire Protection District Board Of Directors**

## **Policies and Procedures Manual**

### **1. Purpose of the Board of Directors' Policies and Procedures**

- 1.1. The purpose of these policies and procedures is to supplement state law and to provide specific rules for the actions of the Board of Directors of the Valley Center Fire Protection District of San Diego County [VCFPD], by a means that is fair, fiscally responsible and protective of the interests of the people served by the Valley Center Fire Protection District.
- 1.2. Directors' Responsibility-As elected members of the Valley Center Fire Protection District Board, directors are agents of the public purpose and serve for the benefit of the public. They shall uphold the Constitutions of the United States and of the State of California and shall impartially carry out the laws of the United States, the State of California, and the Valley Center Fire Protection District. In any official act, they shall faithfully discharge their duties recognizing that the public interest and trust are paramount. Directors must demonstrate the highest standards of ethics and be cognizant of the fiduciary responsibilities of their position.
- 1.3. Basis of Authority - The Board of Directors is the unit of authority within the District. Directors do not represent any fractional segment of the community, but are, instead, a part of the body that represents and acts in the best interest of the community as a whole. Apart from their normal function as members of the board unit, directors have no individual authority. As individuals, directors have no authority to commit the district to any policy, act or expenditure.

### **2. Organizational Structure of VCFPD**

- 2.1. Board of Directors - The Board of Directors shall consist of five members elected by the district's constituents. The Board of Directors broadly has the responsibility and authority to create and implement district policies, establish an annual budget, implement ordinances, enter into joint powers agreements and administratively supervise and review the Fire Chief.
- 2.2. Fire Chief - The Fire Chief reports to the Board of Directors and has responsibility and authority for all operational aspects of the District.

# **Valley Center Fire Protection District Board Of Directors**

## **Policies and Procedures Manual**

### **3. Organization of the Board of Directors**

3.1 Election and Terms - Directors are elected to four-year terms in two classes so that approximately half of the board is elected every two years on the same day as the statewide general election. All elections and terms shall comply with AB-182 "California Voting Rights Act of 2001". The Valley Center Fire Protection District is divided into five voting districts that are intended to reflect the demographic diversity of the community. Each voting district will elect one Board Member. Board members must be a resident of the voting district in which they are elected. If there are no candidates for a particular voting district, the voting district will be declared vacant and a Board Member will be selected according to section 3.3 below. In the case of a vacancy, a Board Member need not be a resident of the voting district with the vacancy.

3.2 Officers - At the December meeting following the election of new Directors and at the last scheduled meeting of the calendar year (during a non-election year), the Board shall elect from among its members a President, Vice-President and Secretary to serve until the election of her /his successor. Assumption of the Board officer positions is effective at the conclusion of the meeting of the Board of Directors at which the election occurred. If in an election year, the election must be validated by the SD County Registrar of Voters prior to empanelment.

Once elected, Board Officers shall serve in their elected position for a one-year term. Board Officers may be removed from a Board Officer position by a 4/5 vote of the Board (4 out of 5 members).

#### **3.2.1 President: Duties/Responsibilities**

3.2.1.1 The President of the Board of Directors shall serve as the presiding officer at all Board meetings. She/he shall have the same rights as the other members of the Board to vote, introduce motions, resolutions and ordinances, and to join discussion of questions that follow those actions.

3.2.1.2 The President, while presiding, will recognize according to policy 5.4 all those wishing to speak to an action item on the agenda, with the understanding that time limitations may need to be applied.

3.2.1.3 The President shall appoint members to the standing and ad hoc committees of the Board with the concurrence of a majority of the Board members present.

## **Valley Center Fire Protection District Board Of Directors Policies and Procedures Manual**

3.2.1.4 The President shall, in consultation with the Fire Chief, prepare the agendas for regular and special meetings of the Board.

3.2.1.5 The President shall act as the spokesperson for the Board when public statements about Board actions are necessary.

### **3.2.2 Vice-President: Duties/Responsibilities**

3.2.2.1 The Vice-President shall, in the absence of the President, serve as the presiding officer at all Board meetings. She/he shall have the same rights as the other members of the Board to vote, introduce motions, resolutions and ordinances, and to join discussion of questions that follow those actions.

3.2.2.2 The Vice-President shall, in the absence of the President, appoint members to the standing and ad hoc committees of the Board with the concurrence of a majority of the Board members present.

3.2.2.3 The Vice-President shall, in the absence of the President, prepare the agendas for regular or special meetings of the Board, in consultation with the Fire Chief.

3.2.2.4 The Vice-President shall, in the absence of the President, act as the spokesperson for the Board when public statements about Board actions are necessary.

### **3.2.3 Secretary: Duties/Responsibilities**

3.2.3.1 The Secretary is responsible for signing all legal documents as required.

3.2.3.2 The Secretary, in conjunction with the District Administrative Assistant, is responsible for the publication of legal notices, appropriate actions, certifications and filing of documents, [e.g., budgets, election reports, audits, resolutions and other legal documents].

3.2.3.3 The Secretary is responsible for receiving and answering all Board correspondence as directed by the President.

3.2.3.4 In the absence of both the President and Vice President, the Secretary shall serve as the presiding officer at regular and special Board meetings.

## **Valley Center Fire Protection District Board Of Directors**

### **Policies and Procedures Manual**

#### **3.2.4 Treasurer: Duties/Responsibilities**

3.2.4.1 The Treasurer shall chair the Finance Committee of the Board

3.2.4.2 The Treasurer, in cooperation with the Fire Chief, shall prepare a monthly update of income and expenditures recorded in connection with the annual budget items for the current fiscal year. This report shall be presented at the monthly Board meetings.

3.2.4.3 The Treasurer shall review all income and expenditures of the district. The Treasurer shall convene the Finance Committee to review all proposed and extant expenditures that are not a part of the approved annual budget and prepare a report to the full Board to be presented at the next scheduled meeting.

#### **3.3 Vacancies**

Vacancies on the Board will be filled in a manner that is consistent with California Government Code: TITLE 1. GENERAL [§100 - §7914] (Title 1 enacted by Stats. 1943, Ch. 134.) *DIVISION 4. PUBLIC OFFICERS AND EMPLOYEES [§1000 - §3599]* (Division 4 enacted by Stats. 1943, Ch. 134.) *CHAPTER 4. Resignations and Vacancies [§1750 - §1782]*

3.4 Standing Committee Chairpersons - The President or, in his absence, the Vice President, shall nominate the chairpersons for all standing committees and ad hoc committees and they will be confirmed by a majority vote of the Board members present.

## **4. Duties of the Directors**

Actions the Board is responsible for taking include, but are not limited to:

- 4.1. Ordinances
- 4.2. Contracts
- 4.3. Resolutions
- 4.4. Administrative Review of District Fire Chief
- 4.5. Enacting the annual budget
- 4.6. Approval of all expenditures in excess of \$10,000.00
- 4.7. Approval of expenditures not included in the annual budget in accordance with the Government Code: TITLE 6. DISTRICTS [§58000-§62262] CHAPTER 2 Finance [§61110-§61119]. At any regular meeting or special meeting, the Board, by 2/3 majority vote of the total membership of the Board may make available for appropriation any of the following circumstances.
  - 4.7.1. Balances in appropriations for contingencies, including accretions from cancellations of appropriations.

**Valley Center Fire Protection District Board Of Directors**  
**Policies and Procedures Manual**

- 4.7.2. Designations and reserves no longer required for the purpose for which intended, excluding the general reserve, balance sheet reserves, and reserve for encumbrances.
- 4.7.3. Amounts which are either in excess of anticipated amounts or not specifically set forth in the budget derived from any or anticipated increases in available funding.
- 4.8. Review of administrative policies and procedures
- 4.9. Directing the Fire Chief to take legal action when necessary.
- 4.10. Entering into joint powers agreements
- 4.11. Other unspecified duties.

**5. Board Meetings**

The Board will meet regularly, in public, to conduct the business of the District.

- 5.1. Time and Place -The Board meets regularly on the third Thursday of each month at 6 pm, typically in the boardroom of the Valley Center Municipal Water District, or at an alternative location specified in the meeting notice
- 5.2. Special Meeting Categories - In addition to regular meetings, it may be necessary to hold special meetings from time to time for purposes that require more expeditious action than can be achieved by waiting for the next regular meeting. Such special meetings may be for non-emergency or emergency purposes. The President or, when absent, the Vice President shall call such special meetings.
- 5.3. Public Hearing Procedures - Procedure at hearings shall be as follows:
  - Staff presentation/ recommendations;
  - Board questions to the staff;
  - Individuals speaking in support;
  - Individuals speaking in opposition;
  - Individuals speaking with concern;
  - Rebuttal (if any);
  - Public input (if any);
  - Board discussion and disposition (vote)
- 5.4. Suspension of Rules - Except as otherwise provided by law, any procedural rule contained in this policy may be suspended or changed by order of a 4/5 majority of the Board.
- 5.5. Minutes - The minutes of all regular, special and emergency Board meetings shall contain, but shall not necessarily be limited to the following:

## **Valley Center Fire Protection District Board Of Directors Policies and Procedures Manual**

- 5.5.1. Date, time, place and type of each meeting
  - 5.5.2. Directors present and absent by name
  - 5.5.3. Call to order time
  - 5.5.4. Arrival of tardy Directors, by name
  - 5.5.5. Pre adjournment departure of Directors, by name, or if an absence takes place when any agenda items are acted upon.
  - 5.5.6. Time of adjournment of the meeting
  - 5.5.7. Record of written notice of special meetings
  - 5.5.8. Record of items to be considered at special meetings
  - 5.5.9. Approval or amended approval of the minutes of preceding Meetings
  - 5.5.10. Information as to each subject of the Board's deliberation;
  - 5.5.11. Information as to each subject including the roll call record of the vote on a motion if not unanimous
  - 5.5.12. All Board resolutions and ordinances in complete context
  - 5.5.13. A record of all contracts made
  - 5.5.14. A record of all bid procedures, including calls for bids, bids authorized, bids received, and other action taken
  - 5.5.15. Adoption of the annual budget
  - 5.5.16. Financial reports
  - 5.5.17. Sales of District property
  - 5.5.18. A record of all important correspondence
  - 5.5.19. A record of the Fire Chiefs report to the Board
  - 5.5.20. Approval of all Board adopted rules and regulations
  - 5.5.21. A record of all visitors and delegations appearing before the Board
  - 5.5.22. Director comments that have a bearing on either past or future agenda items
  - 5.5.23. No minutes shall be taken of closed sessions, but the announced public results of such sessions shall be recorded in the minutes of the associated meeting
- 5.6 Rules of Order - Action items shall be brought before and considered by the Board by motion in accordance with this policy. These rules of order are intended to be informal and applied flexibly. The Board prefers a flexible form of meeting and, therefore, does not conduct its meetings under formalized rules, e.g., Robert's Rules of Order. If a Director believes order is not being maintained or procedures are not adequate, then he/she should raise a point of order - not requiring a second - to the presiding officer. If the ruling of the presiding officer is not satisfactory to the Director, then the ruling may be appealed to the Board . A majority of the Board present will govern and determine the point of order.

## **Valley Center Fire Protection District Board Of Directors**

### **Policies and Procedures Manual**

- 5.6.1 Motions -Any action taken by the Board must be initiated by a motion or by introduction of a resolution or ordinance followed by a second to the motion, the sole exception for a second is a motion for a point of order.
- 5.6.2 Motions to Amend -A principal motion may be amended with the consent of the maker and second prior to a vote on the principal motion. A principal motion may only be amended once before a vote on the principal motion.
- 5.6.3 Tabling Motion - A Director may, during consideration of a principal motion, move to table the principal motion for consideration at a later time. This motion requires a second and a majority vote of the Board present.
- 5.6.4 Motions to Reconsider - The Board may reconsider any vote taken at the same session to correct an inadvertent error or consider new information not available at the time of the vote. A motion to reconsider requires a majority vote prior to the reconsideration.
- 5.6.5 Motions to Rescind/Repeal/Annul Actions Taken at Previous Meetings - Such actions may be carried out by passing a motion to place the item on a future agenda.
- 5.6.6 Approval of Motions -All motions, resolutions, and ordinances require a majority vote of the board members present unless legally required otherwise or unless such motion is specifically identified in this policy as requiring a supermajority (4/5).
- 5.6.7 Roll Call Votes -The roll need not be called in voting upon a motion except where specifically required by law, the vote is not unanimous or requested by any Director.
- 5.6.8 Right to Vote - Questions pertaining to a Director 's right to vote on items because of a potential conflict of interest shall be decided as follows: Director disqualifies herself/himself; or, the President/presiding officer, based on the circumstances presented, conducts an inquiry that may lead to the disqualification of the Director from voting.



## **Valley Center Fire Protection District Board Of Directors**

### **Policies and Procedures Manual**

- 5.6.9 Appeal of Denial of Right to Vote - Should any Director be disqualified from voting or be overruled on a point of order by the President, he/she may move to appeal the ruling to the full Board. The President shall have the right to vote on the appeal and the majority vote of the Board members present overrules the President.
- 5.6.10 Abstention/Recusal - Abstention is the refusal to vote yes or no on an action item. Recusal is the self-disqualification to vote based on bias or conflict of interest. Directors are reminded of their duty to vote on action items in representation of their constituents. Recusal for conflict of interest is a legitimate course in public office.
- 5.6.11 Motion to Close Debate - Any Director may move to close debate provided a second is made and the motion is approved by 4 of 5 Directors.
- 5.6.12 Adjournment- A motion to adjourn prior to the conclusion of the published agenda may only be made in the event that deliberation and discussion of agenda items are such that the agenda cannot be completed within 3 hours of the call to order. In regular order, adjournment is moved at the conclusion of the published agenda items.
- 5.6.13 Voting- There must be a quorum of three members present to conduct business; A majority vote (simple majority) means three affirmative votes; A 2/3 or supermajority vote means four affirmative votes ; A unanimous vote means five affirmative votes.
- 5.6.14 Decorum -The Board President shall take whatever actions are necessary and appropriate to preserve order and decorum during Board meetings, including public hearings. The Board President may eject any person or persons making personal, impertinent or slanderous remarks, refusing to abide by a request from the Board President, or otherwise disrupting the meeting or hearing. The Board President may also declare a short recess during any meeting.

## **5.7 Agendas**

## **Valley Center Fire Protection District Board Of Directors Policies and Procedures Manual**

5.7.1 Formulation - The Board President, in cooperation with the Fire Chief, shall cause an agenda to be prepared for each regular and special meeting of the Board of Directors. Any Director may place an item on the agenda. The Director should contact the Board President or Fire Chief and state that an item needs to be placed on the agenda. Requests for agenda items for regular meetings should be made no later than 5 p.m. on Wednesday one week prior to the meeting date. Requests for special meeting agenda items should be made at least 48 hours prior to the meeting or sooner if possible.

5.7.2 Format - The format of the agenda may follow the guideline below, but the President may, at her /his discretion, change the order or content to suit the needs of the business at hand. The agenda typically includes the following items:

5.7.2.1 Call to order - Presiding officer

5.7.2.2 Roll Call/Quorum - Conducted by Administrative Assistant

5.7.2.3 Pledge of allegiance

5.7.2.4 Public Comment on non-agenda items – 5-minute time limit.

5.7.2.5 Proclamations and presentations

5.7.2.6 Consent Calendar - Items thought to have unanimous approval may be designated for the consent calendar. Any Director or any member of the public may remove an item from the consent calendar to pursue discussion. To approve consent items, the vote must be unanimous of Board members present.

5.7.2.7 Staff Reports

5.7.2.8 Old business

5.7.2.9 New business

5.7.2.10 Treasurer's Report

5.7.2.11 Closed session

5.7.2.12 Closed session report

## **Valley Center Fire Protection District Board Of Directors Policies and Procedures Manual**

5.8.2.12 Board comments

5.8.2.13 Adjournment

### **5.8 Posting/Notification**

- 5.8.1 Regular Meetings - Posting of the agenda and related materials must take place at least 72 hours in advance of the meeting time. Posting shall be made in accordance with the requirements of the Ralph M. Brown Act, at the meeting location (Typically the Valley Center Municipal Water District Meeting Announcement Board), at Valley Center Fire Protection District Station 1 and Station 2 offices and on the website for the Valley Center Fire Protection District. All postings must be available to the public 24-hours a day during the posting period. Notification of the public media should be made at the earliest possible time, but at least 72-hours in advance of the meeting, to accommodate publication.
- 5.8.2 Special Meetings - Non-Emergency - Posting for special meetings shall be done as for a regular meeting.
- 5.8.3 Special Meetings - Emergency - Posting for emergency meetings should be done at least 24 hours in advance of the meeting time unless exigent circumstances require less notice. In such circumstances, every effort should be made to notify the public media of such meetings.
- 5.9.4 Public Meetings - Posting of agendas and related materials for committee meetings will follow the same requirements as regular Board meetings. Public meetings that are held at locations other than the Valley Center Municipal Water District Board Room. Additional postings at the meeting venue will be required in accordance with the Ralph M. Brown Act.
- 5.9.5 ADA & AB 343 Compliance/ Notice of Public Information  
Agendas, meeting notices, and meeting places will comply with applicable state and federal laws aimed at accommodating disabled people. Further, the agenda material should contain a notice alerting meeting participants that some personal information may be collected and published in the normal course of a meeting.

# **Valley Center Fire Protection District Board Of Directors**

## **Policies and Procedures Manual**

### **6. Committees**

- 6.1. Standing - Standing committees are those with a continuing purpose over the course of a fiscal year.
  - 6.1.1. Finance Committee -The Finance Committee is composed of the Treasurer, as chairperson, one additional Director and the Fire Chief. The charter of the Finance Committee includes Formulation of a draft annual budget for review by the entire board. As there are two required readings of the annual budget before final approval, the draft must be submitted to the Board for review no later than the regular May meeting. The Finance Committee will also address other issues of revenue and expenditure, particularly items not addressed in the approved annual budget. The Committee shall prepare a report to the full Board of revenue expenditures not a part of the approved annual budget to be presented at the next scheduled Board meeting.
- 6.2. Ad hoc - Ad hoc committees may be constituted for a variety of special purposes or issues that need attention on a limited basis. Ad hoc committees should not be implemented for a period exceeding a year

### **7. Ethics/Sexual Harassment Training**

- 7.1 The Directors will undergo ethics training as offered online by the California Fair Political Practices Commission, pursuant to mandates in AB1234, every two years. Directors newly elected to the Board shall take the training within three months of taking office. Directors not in compliance with this requirement shall be excluded from voting until compliance is achieved.
- 7.2 The Directors shall also undergo training related to sexual harassment, pursuant to the mandates incorporated into AB 1661, a sexual harassment training and prevention bill that was approved by the California legislature, within six months of election or appointment and every two years thereafter. The VCFPD realizes the value of having Directors trained in this area to raise awareness of these issues and understand ways to prevent sexual harassment in the VCFPD workplace. Sexual harassment training can be provided through department resources, typically administered through Target Solutions, the VCFPD online training platform. Directors not in compliance with this requirement shall be excluded from voting until compliance is achieved.
- 7.3 Directors shall complete the FPPC required Form 700 Conflict Disclosure forms as required by the Clerk of the San Diego County Board of Supervisors.

### **8 Compensation**

- 8.1 Directors may be compensated for Travel, Fees and Training expenses incurred for District Business if approved by a board majority.

**NEW BUSINESS**

**BOARD OF DIRECTORS' PACKET**  
**VALLEY CENTER FIRE PROTECTION DISTRICT**

**RESOLUTION NO. 2023-20**

**A RESOLUTION OF THE VALLEY CENTER FIRE PROTECTION DISTRICT,  
APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE  
VALLEY CENTER FIRE PROTECTION DISTRICT AND THE VALLEY CENTER  
FIREFIGHTERS ASSOCIATION IAFF LOCAL 5187**

**WHEREAS**, the Valley Center Fire Protection District and the Valley Center Firefighters Association IAFF Local 5187, a recognized employee bargaining group, have entered into a Memorandum of Understanding (MOU) after meeting and conferring in good faith following the Meyers-Milias-Brown Act (MMBA) over wages and benefits; and

**WHEREAS**, the duration of the terms and conditions of this Memorandum of Understanding (MOU) between the Valley Center Fire Protection District and the Valley Center Firefighters Association IAFF Local 5187 are from July 1, 2023 to June 30, 2024; and

**WHEREAS**, the Memorandum of Understanding between the Valley Center Fire Protection District and the Valley Center Firefighters Association IAFF Local 5187 creates a binding agreement which may not be altered or cancelled unless mutually agreed upon by both parties; and

**NOW, THEREFORE, BE IT RESOLVED**,  
The Memorandum of Understanding between the Valley Center Fire Protection District and the Valley Center Firefighters Association IAFF Local 5187 dated July 1, 2023 is approved.

PASSED AND ADOPTED: July 20, 2023 at the regular Valley Center Fire Protection District Board of Directors Meeting

AYES:

NOES:

ABSTAIN:

ABSENT:

---

Phil Bell, President

ATTEST:

---

Regina Roberts, Secretary

# Valley Center Fire Protection District

AND



## VALLEY CENTER FIRE FIGHTERS ASSOCIATION

Memorandum of Understanding

July 1, 2023-June 30, 2024

**VALLEY CENTER FIRE PROTECTION DISTRICT**  
**MEMORANDUM OF UNDERSTANDING**  
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# **MEMORANDUM OF UNDERSTANDING**

July 1, 2023- June 30, 2024

## **SECTION 1: GENERAL**

### **1.1: Preamble**

This Memorandum of Understanding is entered into pursuant to applicable provisions of State law and local ordinance between the Valley Center Firefighters Association and the Valley Center Fire Protection District, IAFF Local 5187, containing the complete results of negotiations concerning wages, hours and other terms and conditions of employment for employees represented herein. The parties hereto have met and conferred in good faith in order to reach this agreement.

### **1.2: Provisions of Law**

It is understood and agreed that this MOU is subject to all current and future applicable federal and State laws and regulations. If any part or provision of this MOU is in conflict or inconsistent with such applicable provisions of those federal or State enactments or is otherwise held to be invalid or unenforceable by any court of competent jurisdiction, such part or provision shall be suspended and superseded by such application law or regulation, and the remainder of the MOU shall not be affected thereby. If any substantive part or provision of this MOU is suspended or superseded, the parties agree to reopen negotiations regarding the suspended or superseded part provided that total compensation to employees under the MOU shall not be reduced or increased as a result of this Article.

### **1.3: SOG and Policies Referenced Within the MOU**

Given the constantly evolving nature of the Department, Several District and Department Policies, SOGs, and Guidelines are referenced within this MOU. When referenced, these shall be recognized as binding documents within the scope of this MOU and shall not be amended, altered, or revised without an agreement between both the Administration and the VCFFA. However, it is recognized that these documents may need updating or revisions during the term of this agreement and that these changes may be mutually agreed upon outside of the formal meet-and-confer process. If, however, the changes cannot be mutually agreed to, no changes will be implemented without a formal re-opening of the MOU and a recognized meet-and-confer process.

Any side wishing to make changes to any of the policies, SOG's, SOP's, etc. referenced within this MOU must provide the other side with the proposed changes. Should there be no objection to the changes, the suggested changes will be implemented and a notification be sent to all affected parties. If either side wishes to discuss the changes, a representative meeting will be arranged within seven (7) business days to meet and discuss the changes suggested and the rationale behind the changes. If the changes are then agreed upon, they will be implemented. If the changes cannot be agreed to, there will be no change to that document until the matter can be re-introduced during formal negotiations. This only pertains to the sections of any SOG, Policy, SOP, or other material that directly relate to the employee classifications covered by this MOU.

#### **1.4: Agreement Term**

The term of this Agreement shall become effective July 1, 2023. This Agreement shall expire and otherwise fully terminate on June 30, 2024. If a successor MOU has not been reached by June 30, 2024, the terms and conditions of the current MOU will be extended until a successor MOU is adopted.

In the event either party hereto desires to negotiate a successor MOU, such party shall serve upon the other its written request to commence negotiations, as well as any written proposals for such successor MOU. Upon receipt of such proposal, negotiations shall begin no later than thirty (30) calendar days after such receipt.

In the event that the proposed tax reapportionment from the county is granted, and the District receives an increase in the tax apportionment during this contract period, both parties agree to reopen negotiations for the purpose of wages and benefits.

#### **1.5: Recognition**

Pursuant to the provisions of local ordinance and applicable State law, effective May 16, 2020, the Valley Center Firefighters Association, IAFF Local 5187 (henceforth referred to as the VCFFA), is hereby acknowledged as the exclusive recognized employee organization for District employees in the full-time positions identified in 1.5.1.

##### **1.5.1: Recognized Unit Members**

The following full-time positions are covered by this MOU:

- Fire Captain (including Administrative Captain)



- Fire Engineer
- Firefighter Paramedic
- Firefighter EMT

#### **1.6: Agreements, Modifications, and Waivers**

This Agreement sets forth the full and entire agreement of the parties regarding wages, hours and other terms of employment, and any other prior or existing understanding or agreements over these matters between parties, whether formal or informal, are hereby superseded and terminated in their entirety.

No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed by all parties hereto.

The waiver of any breach, term, or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

#### **1.7: Authorized Agents and Representatives**

The Districts' principal authorized agent shall be the District Fire Chief or the District Fire Chief's authorized representative. The District Fire Chief may assign a particular chief officer, management employee or contract legal services specifically designated in connection with the performance of a specific function or obligation set forth in the MOU. The VCFFA's principal authorized agent shall be its Association president or a duly authorized designee of the president.

### **SECTION 2: RIGHTS AND PRIVILEGES**

#### **2.1: Employee Rights**

As a result of this MOU, no person shall be favored or discriminated against by either the District or VCFFA, to the extent provided by law because of political or religious opinions or affiliations, race, national origin, age, sex, sexual orientation or disability. Neither the District nor VCFFA shall interfere with, intimidate, restrain, coerce, or discriminate against employees covered by this MOU because of the exercise of rights to engage or not engage in VCFFA activity or because of the exercise of any right provided to employees by this MOU or the Meyers-Milias-Brown Act. Nothing in this MOU shall be construed as a waiver of any of the following rights of individual

employees, which may be exercised in compliance with applicable laws, ordinances and rules and regulations.

## **2.2: VCFFA Rights**

As the recognized employee organization, VCFFA has the following rights which the District hereby recognizes:

(a). To govern its internal affairs;

(b). To use bulletin boards at District offices in locations convenient to VCFFA and approved by the Fire Chief. VCFFA shall have exclusive control over the material placed on the bulletin boards designated for its use; provided, however, that VCFFA agrees to not post, and to immediately remove any unauthorized material, which is defamatory, violates District policies designed to assure a workplace free from harassment or discrimination, violates rules relating to political advocacy in the workplace, or violates any state or federal law;

(c). To use, with prior approval of the Fire Chief, District facilities for off-duty meetings of VCFFA members; provided, however that use of District equipment or supplies other than incidental use during such meetings of items normally used at business meetings such as desks, chairs, blackboards, dry boards, and similar items.

(d) Union Access: Duly authorized representatives of the Union shall have access to the locations where work is being carried on, during working hours, for the purpose of observing working and safety conditions, investigating grievances, and seeing that the provisions of this Agreement are observed, provided that the employees are not interfered with in their work. This shall include, but is not limited to Fire Stations, drill grounds, and emergency scenes.

(e). To have up to two of its members designated as representatives for the purposes of meeting and conferring with the District and to have those members provided with reasonable time off without loss of pay, during scheduled work hours, when those representatives are meeting and conferring with representatives of the District on matters within the scope of representation.

(f). A representative shall be allowed to be present, at the request of the represented employee, during any hearing or meeting regarding discipline or a grievance:

(g). VCFFA may designate one employee representative to assist an employee in preparing and presenting materials for disciplinary or grievance procedures. The designated employee representative shall be allowed reasonable release time from regularly scheduled duties for the purpose of investigating and preparing material for such procedures. Supervisors shall be given at least one-day prior written notice in the event release time is requested, unless the supervisor agrees otherwise. Employee representatives, who investigate, prepare, or present materials during off-duty time shall do so on their own time and shall not be considered to be working. Employee representatives and employees who attend personnel hearings during their off-duty time shall do so on their own time and shall not be considered to be working. If an employee who would otherwise be off-duty during the time of a personnel hearing is subpoenaed or ordered to attend the hearing, then the employee shall be considered to be working during the time the employee is in at the hearing in response to the order or subpoena.

(h). A designated employee representative requesting time off under this Section shall direct the request to the Fire Chief in writing within a reasonable time before the date requested. The Fire Chief shall respond to the request as soon as feasible, but not later than 5:00 p.m. on the next business day following the request. The request may be denied only if the Fire Chief determines that it would unreasonably interfere with departmental staffing or sufficient coverage of departmental assignments. If the Fire Chief or his designee does not grant the release time because of workload or other scheduling reasons, the Fire Chief or Designee shall give notice to the employee of a date or dates when the release time will be provided.

(i) VCFFA shall have the right upon request and prior to implementation, to meet and confer, with Management any significant change in terms and/or conditions of employment, which results in a significant impact on employees, except in emergencies.

Emergencies or emergency conditions as defined as civil emergency conditions that may exist including, but not limited to, riots, civil disorders, earthquakes, floods, greater alarm fires, or other similar declared/recognized catastrophes.

#### **2.2.1: VCFFA Dues and Payroll Deductions**

The District shall deduct VCFFA dues payments from the paychecks of those employees who authorize such deductions for the term of this Agreement. VCFFA dues forms shall be turned in to Fire Administration by the end of the second pay period in July each year from each member, or within the first two pay periods for any new hire, or dues shall not be collected. Any employee's form



which is not submitted by the end of the second pay period shall not have dues deducted until the form is received by the District. Retroactive dues collection will not be allowed for late forms. A copy of the dues collection, form filled out during the hiring process, will be forwarded to the Association treasurer for records keeping.

The District and the VCFFA shall mutually agree upon the language on any form by which employees authorize such deductions. Such form shall provide for a rescission, at the employee's option. Such deductions shall be on a pay period basis.

The VCFFA will, upon request, produce a statement certifying that they have a Dues Deduction form signed by each employee enrolled in the program.

### **2.3: District Management Rights**

All management rights shall remain vested exclusively with the District except those which are clearly and expressly limited or explicitly eliminated by this MOU. It is recognized merely by way of illustration that such management rights include, but are not limited to:

(a) The right to determine the mission of the District, its advisory boards and commissions and work units.

(b) The right of full exercise and control of the management of the District, supervision of all operations, determination of the methods, means and personnel required to perform any and all work; and composition, assignment, direction, location and determination of the size and mission of the work force.

(c) The right to determine the work to be done by the employees, including establishment of levels of service and staffing patterns.

(d) The right to change or introduce new or improved operations, methods, means, equipment or facilities.

(e) The right to prescribe qualifications for employment and determine whether they are met; to hire, set and enforce performance standards and promote employees; to establish, revise and enforce work rules; to schedule work time; to transfer, reassign or lay off employees; to determine the content of job classifications; to assign job classifications; to suspend, reduce in step, demote, discharge or otherwise discipline employees for cause; and, to otherwise maintain orderly, effective, efficient operations.

## **SECTION 3: WORKING CONDITIONS**

### **3.1: Shift Schedules**

FULL TIME BENEFITED: A shift is defined by 2, 24 hours shifts (48/96) between the hours of 8:00am to 8:00am or a 4/10 Administrative Schedule as outlined below (sec. 3.2)

48/96 schedule A, B, C shift

IE: AABBC, repeats

### **3.2: Administrative Captain**

The Administrative Captain is an assignment in the classification of Fire Captain subject to the following:

(a) The Administrative Captain works 40 hours per calendar week on a 4/10 schedule Monday through Thursday between 7:00 a.m. and 5:00 p.m. and when applicable will receive overtime compensation per this MOU for hours worked in excess of their regular scheduled hours in the calendar week. In the event that the administrative schedule changes, the Fire Chief and the VCFFA agree to meet and confer over this issue without re-opening the entire MOU.

(b) The Administrative Captain may work overtime, in an administrative capacity and with the approval of the Fire Chief (or his designee) at 1 ½ X the Administrative Captain regular rate of pay when exceeding the FLSA 80 hr pay period.

(c) The job duties, qualifications, experience, and expectations for the Administrative Captain, as with a Shift Captain, will be outlined in the job description and are subject to management rights.

(c) Employees at the rank of Fire Captain shall be selected for the assignment of Administrative Captain by submitting a letter of interest to the Fire Chief. If no one is selected based on the letter of interest cards (during the Fire Chiefs review), or if no employees submit letters of interest for the assignment, the Fire Chief may assign an employee to the position.

(e) Any Fire Captain in the position of Administrative Captain is not precluded at any time from seeking a promotion while in the assignment. If the employee is



promoted while in the position, the employee will leave the assignment upon promotion.

(f) The hourly rate of pay for the Administrative Captain position will be adjusted to ensure that there is no reduction in the annual regular rate of pay. (IE: the administrative regular rate of pay will be adjusted so that the annual salary remains the same as that of the Shift Captain, except that the Holiday Pay will be removed from the equation and "paid" as days off work for the Administrative Captain and an annual dollar amount will be added to the total compensation as an administrative offset to equal the equivalent annual compensation for an equivalent shift classification. The Administrative Captain position will retain the same classification levels as the Shift Captain position.

(g) An Administrative Captain is not subject to force-hire for shift work.

(h) Sick leave and vacation accrual will continue and the rate of accrual shall meet the accrual rates cited for Administrative personnel (Policies 2015-7-13, and 2020-7-01). ( i.e.: Going from 56-hour to 40-hour position, vacation leave hours will be multiplied by 0.714. Going from a 40-hour position back to a 56-hour position, the accrued hours will be multiplied by 1.4. Sick leave accrued hours shall be adjusted per SOG 2020-7-01 Sick and Bereavement Policy)) Any vacation or sick leave hours used will be paid at the regular rate of pay based on the employees' position at the time the leave was taken.

(i) The Administrative Captain position will include the use of a department vehicle while on duty (when available.) There is no take-home vehicle allowance.

(j) In lieu of overtime hours, the Administrative Captain may "flex" hours during the work week by shifting the work schedule with the approval of the Fire Chief (or designee) (ie: If scheduled for an event on a day off, the Administrative Captain may take an equal number of hours off during his regularly scheduled work period instead of taking overtime.) The Administrative Captain cannot be forced to work outside of the regularly scheduled hours without either voluntarily flexing time or being paid overtime. Flexing of hours must be completed within the same pay period, to avoid any FLSA violations.

(l) District and position seniority will continue to accrue during an Administrative Captain assignment.

### **3.3: Probationary Period**

#### **3.3.1: Initial Probationary Period**

The initial probationary period for newly hired, full-time employees is 26 pay periods. The initial probationary period may be extended at the discretion of the Fire Chief for up to six months. Absences of 6 or more shift days (not due to vacation hours) during the initial probationary period shall result in an extension of the initial probationary period commensurate with the length of the absence.

#### **3.3.2: Promotional Employees**

The probationary requirements for members promoted to the rank of Captain or Engineer, or employees promoted from FF/EMT to FF/PM is 26 pay periods. Absences of 6 or more shift days (not due to vacation hours) during the promotional probationary period shall result in an extension of the promotional probationary period commensurate with the length of the absence.

Members who do not successfully complete the probationary period shall be returned to his or her prior rank and position unless failing the probation was due to disciplinary reasons resulting in termination.

### **3.4: District Seniority**

District seniority (District ID number) shall be determined by time of employment with the District and within a given rank. Seniority is only accrued while working at the VCFPD, no outside seniority (employment time or rank) shall be counted.

EXAMPLE 1: An employee hired as a FF/EMT, works for one (1) year in that rank and then “promotes” to FF/PM and works six (6) months as a FF/PM would have 18 months of District seniority and six months of PM seniority. An employee hired as a FF/PM, who worked 12 months as a FF/PM, would have 12 months of Department/PM seniority.

EXAMPLE 2: An employee who works for five (5) years as an EMT/PM and promotes to Captain and works six (6) months as a Captain would have five years and six months of District seniority and six months of Captain seniority. An employee who was hired as a Captain and works three years as a Captain (with VCFPD) would have three years of District seniority and three years of Captain seniority.

In the event of layoffs or restructuring; Position seniority would prevail over District seniority but the District seniority would be used to initiate “bumping” rights. An employee who loses his/her position due to the position seniority of another employee can revert to a previously held position and “bump” another member with less District seniority provided that the member maintains all required education, certificates, and licensure for the lower position.

To determine overall seniority, in the event that two employees have the same hire/promotion date, then the seniority will be determined in the following manner: By employment (FF/PM and FF/EMT) or promotional test ranking (ENG and Capt), and then by total time in the VCFPD (by full-time hire date) would be used to determine seniority.

## **SECTION 4: PAY AND REIMBURSEMENTS**

### **4.1: Pay Schedules**

The current pay schedules for the following ranks:

Class 1, Class 2, and Class 3 Captain/Paramedic

Class 1, Class 2, and Class 3 Captain

Class 1, Class 2, and Class 3 Administrative Captain (EMT and PM)

Class 1, Class 2, and Class 3 Engineer/Paramedic

Class 1, Class 2, and Class 3 Engineer

Class 1, 2, 3 & 4 FF/Paramedic

Class 1, 2, 3 & 4 FF/EMT

The pay and benefits schedules listed below shall be honored throughout the length of the bargaining agreement unless mutually agreed changes occur through the collective “meet and confer” bargaining process.

#### **Captain**

See Attachment A-1: Captain Pay Schedule to include a 3.5% pay increase for F/Y 2023/24

#### **Engineer**

See Attachment A-2: Engineer Pay Schedule to include a 8% pay increase for F/Y 2023/24

#### **Firefighter/Paramedic**

See Attachment A-3: Firefighter/Paramedic pay schedule to include a 10% pay increase for F/Y 2023/24

## **Firefighter/EMT**

See Attachment A-4: Firefighter/EMT pay schedule to include a 10% pay increase for F/Y 2023/24

### **4.2: Training/Court Pay**

#### **4.2.1: Mandatory Training**

It is recognized that employees required by the department to attend training while off-duty shall be compensated in accordance with the Fair Labor Standards Act.

#### **4.2.2: Court Standby and Appearance Pay:**

##### **4.2.2- A: Court Standby Pay**

An employee on court standby status pursuant to a subpoena issued in a court proceeding related to the performance of his duties or employment shall provide a telephone number where the employee may be reached while on standby. Such time is not considered "hours worked" for purposes of the FLSA or for determining overtime under this memorandum of understanding. The employee will receive a credit of two (2) hours provided that the employee is not required to be present in the court building. If the employee is actually called to court, the two hours standby will be applied to the time spent for court pay.

##### **4.2.2-B: Court Pay**

When an employee is physically called to court, the employee shall be credited an hour for hour basis for the time actually spent in court. An employee shall be credited for a minimum of two (2) hours for each scheduled court appearance. Only one minimum shall apply per day. Travel time shall not be considered hours worked and shall not be compensated in any matter whatsoever.

### **4.3: Acting Pay**

A member who is qualified to work out-of-classification in a higher ranked position (engineer, captain or division chief), and is on a current eligibility list, will have their pay classification set at "Class 1" for the rank they hold. Members who are eligible for the Class 1 rating will be paid at that level for all work, not just when in the acting position. Should a member fail to remain eligible, the Class-1 pay differential is forfeited



and they will be placed and paid at the Class-2 level. This is considered a change in classification and not subject to FFBOR unless the change is a result of disciplinary action.

#### **4.4: Holiday Pay**

The following are the recognized holidays for the VCFPD:

December 31 <sup>st</sup> (New Years' Eve.)	January 1 <sup>st</sup> (New Years' Day)
Presidents' Day	Easter Sunday
Memorial Day	July 4 <sup>th</sup> (Independence Day)
Labor Day	November 11 <sup>th</sup> (Veterans Day)
Thanksgiving Day	December 25 <sup>th</sup> (Christmas Day)
Martin Luther King Day	Columbus Day
June 19 <sup>th</sup> (Juneteenth)	

Annual holiday pay is calculated into the employees' regular rate of pay. This is calculated as eight (8) hours of straight time (1X) pay for each holiday X 13 holidays for a total of 104 hours of holiday pay per year.

#### **4.5: Emergency Employee Recall Pay**

Emergency Employee Recall duty occurs when an employee is ordered to return to duty on a non-regularly scheduled work shift. Emergency Employee Recall does not occur when an employee is held over from the prior shift or is working his or her regularly scheduled shift. An employee shall report within a reasonable amount of time after being called back, absent extraordinary circumstances. An employee who is called back to duty under this section shall receive a minimum of two (2) hours credit. Hours worked in excess of two hours shall be credited on an hour-for-hour basis for actual time worked.

The Emergency Employee Recall pay begins from the time the member begins travel to the station for call back duty. In the event that the member's callback is canceled while they are still enroute, they are paid from the start of travel up to the time they are canceled (minimum of 2 hours).

#### **4.6: Limit on Consecutive Hours Worked:**

Affected employees shall be limited to a maximum of 144 consecutive forced or voluntary hours of time worked followed by a minimum of 12 hours off-duty time. Exceptions: The Fire Chief (or his designee) shall be advised if any member is scheduled to work over the 144 hours and may authorize an extension of the consecutive hours

worked. This section does not affect employees assigned to Strike Team or other deployment positions.

#### **4.7: Overpayment Remedy**

Permanent employees shall reimburse the District for any overpayment of wages or benefits. The reimbursement is not required until the District notifies the affected employee in writing. Reimbursement shall be accomplished by a reasonable repayment method mutually acceptable to the employee and the District.

#### **4.8: Reimbursement Pay**

##### **4.8.1: Paramedic and EMT License Renewal Reimbursement**

Members will be reimbursed the administrative costs for accreditation/license renewal fees for San Diego County and State of California EMT and Paramedic licenses. This does not include any late fees charged due to the employee failing to submit the renewal information in a timely manner.

##### **4.8.2: Tuition Reimbursement**

It is the intent of the Valley Center Fire Protection District to reimburse, the classroom costs only, for the certifications and successful completion of classes authorized by the District as outlined in the:

Tuition Reimbursement Policy. SOG # 2021-01-02

#### **4.9: Jury Duty Pay**

The District will cooperate fully with local, state, and federal courts in allowing its employees to serve on juries.

##### **4.9.1: Pay While on Jury Duty**

Employees who are called for jury duty will receive time off to cover their jury time. If the jury time falls on a regularly scheduled shift, the member will be paid for their time. Members are encouraged to defer their jury duty to times of the year that are less impactful to the Department.

#### **4.9.2: Notifying Supervisors**

An employee who receives a notice of jury duty must notify their supervisor as soon as possible in order that arrangements may be made to cover the employee's position.

#### **4.10: Witness Pay**

An employee called as a witness for any criminal or civil trial directly related to their duties while employed with the VCFPD, or called to be deposed for any job-related activities, are entitled to time off or paid compensation (whichever is appropriate) to perform that duty as referenced in this agreement.

Any member called as a witness for any criminal or civil trial, or being deposed for any legal proceedings, which are not directly related to their employment at the VCFPD must arrange their own time off and are not eligible for compensation from the District.

#### **4.11 Education Incentive**

Members who complete a formal degree program from an accredited college or university at the level of BA/BS or MA/MS (or higher) are eligible to be placed into a pay classification one class higher in the pay scale. IE: A Captain-Paramedic class 2, who completes a Bachelors degree, is eligible to be paid as a Captain-Paramedic, class 1. The classification change must be accompanied by proof of the completed degree submitted to the administration and a completed PAF indicating the change. Only one classification change is allowed, regardless of the number of degrees. A member is eligible for this incentive at any time during employment, including any probationary period, and payment will begin once the PAF paperwork has been completed and at the beginning of the next FLSA period. All changes to classifications are at the sole discretion of the Fire Chief.

## **SECTION 5: BENEFITS**

### **5.1: Uniform Allowance**

Reference the Uniform Policy 2017-02-06

### **5.2: VCFPD Medical Benefits Plan**

The VCFPD will provide medical, dental, and vision insurance pursuant to:

SOG# 2020-07-02.

### **5.3: Employee Assistance Program (EAP):**

The District shall provide an Employee Assistance Program (EAP) at no premium cost to the affected employees. Any change within benefit levels shall be subject to meet and confer.

### **5.4: Deferred Compensation Program (457 Savings Account):**

The District will manage an employee contribution individual retirement IRS 457(b) account for the employees through payroll deduction.

### **5.5: 401(a) Public Employer Retirement Contribution Program**

The District and the VCFFA will establish a committee to develop a defined contribution retirement plan (401(a)) and present that plan to the District and the Membership.

### **5.6: Payroll Deductions, Station Condiment Funds**

Policy: TBD to outline administration vs employee costs.



## **SECTION 6: HOLIDAYS, LEAVE, AND TRADES**

### **6.1: Vacation, Comp time, Sick, and Bereavement Leave:**

Reference:

SOG# 2015-7-13: Vacation, PTO, and Comp Time Policy and,

SOG# 2020-7-01: Sick and Bereavement Leave Policy

Lexipol Policy 1048

#### **6.1.1: Temporary Light Duty Assignment**

Temporary light duty assignment shall be considered in instances where employees are unable to perform the required duties of their current position due to an injury, illness, or medical condition (including pregnancy), at the discretion of the Fire Chief. Transfers to said position shall be made in accordance with a medical doctor's recommendation and the District's return to work policy, provided an opening exists within the capabilities of the injured/disabled employee.

### **6.2: Shift Trade Policy**

See SOG# 2015-8-17: Staffing and Scheduling.

## **SECTION 7: GRIEVANCE PROCEDURE**

### **7.1: Purpose:**

The purposes and objectives of the grievance procedure are to:

- A. Assure just treatment of all employees and promote harmonious relations among employees, supervisors and management.
- B. Encourage the settlement of disagreements informally at the employee-supervisor level and provide an orderly procedure to handle grievances through the several supervisory levels where necessary.
- C. Resolve grievances as quickly as possible and correct, if possible, the causes of grievances thereby reducing the number of grievances and future similar complaints.

### **7.2: Definitions:**

For the purpose of this grievance procedure, the following definitions shall apply:

- A. "Department"- The Valley Center Fire Department.
- B. "Department Head" - The Fire Chief of the Valley Center Fire Department.
- C. "Employee" - An employee of the Valley Center Fire Department in the bargaining unit represented by the Valley Center Firefighters' Association.
- D. "Employee Representative" - An individual who appears on behalf of the employee.
- E. "Grievant" - An employee, a group of employees or the Association.
- F. "Grievance" - A complaint by a grievant arising out of the interpretation or application of the provisions of this agreement, District policies, Procedures and or practices.
- G. "Immediate Supervisor" - The individual who assigns, reviews, or directs work of an employee (the Captain).
- H. "Superior" - The individual to whom an immediate supervisor reports (Supervising Chief Officer).

### **7.3: Grievance Procedure:**

A grievance shall be defined as an allegation by an employee or the Association of a misinterpretation, misapplication or violation of a particular provision of this MOU or the District's Rules and Regulations. The grievance procedure expressly excludes disciplinary matters, employee performance evaluations or improvement plans,

decisions made pursuant to management rights, and matters subject to other District complaint procedures.

**A. Informal Complaint.**

1. Within 21 calendar days from the occurrence of the matter on which the complaint is based or within 21 calendar days from his/her knowledge of such occurrence, whichever is later, an employee shall discuss the complaint in a meeting with the immediate supervisor.

2. Within 21 calendar days from the day of discussion with the employee, the immediate supervisor, or in his/her absence his/her designee, shall orally reply to the employee's complaint.

**B. Formal Complaint.**

**1. Step 1 - Immediate Supervisor.**

a. If the informal complaint is not resolved to the employee's satisfaction, within 14 calendar days of receipt of the oral answer from the immediate supervisor (or designee), the employee shall file a formal written grievance. Such written grievances shall:

i. Reasonably and adequately describe the grievance and how the employee was adversely affected.

ii. Set forth the section(s) of the Memorandum of Understanding or District Rule or Regulation violated.

iii. Indicate the date(s) of the incident(s) grieved or the date the employee acquired knowledge and how such knowledge was acquired.

iv. Specify the remedy or solution to the grievance sought by the employee.

b. Within 14 calendar days, the immediate supervisor or designee shall give his/her decision in writing to the employee on the original copy of the grievance.

**2. Step II - Fire Division Chief.**

a. If the grievance is not resolved to the employee's satisfaction, within 14 calendar days from receipt of the decision at Step I, the employee may appeal the grievance to the Fire Division Chief. The original copy of the grievance form, with the reasons for dissatisfaction with the answer given by the immediate supervisor shall be submitted in writing to the Fire Division Chief.

b. Within 14 calendar days from receipt of the grievance, the Fire Division Chief shall meet with the employee and give his/her answer in writing. The employee may be accompanied by the employee's designated representative at the meeting.

**3. Step III - Fire Chief.**

a. If the grievance is not resolved to the employee's satisfaction, within 14 calendar days from receipt of the decision at Step II, the employee may appeal the grievance to the Fire Chief. The original copy of the grievance form, with the reasons for dissatisfaction with the answer given by the Fire Division Chief, shall be submitted in writing to the Fire Chief.

b. Within 14 calendar days from the receipt of the employee's grievance, the Fire Chief, or a designee who has not been involved in the grievance in prior steps, shall make a thorough review of the grievance and give a written decision to the employee. The Fire Chief's decision is final and not subject to further review.

4. If the parties mutually agree that utilization of any or all of these steps are unnecessary, the matter may then proceed to the next appropriate step.

## **SECTION 8: DISCIPLINARY PROCEDURE**

### **8.1: Applicability:**

- a. Only those non-probationary District employees who are employed in the following classifications are “Firefighters” who are eligible to use these procedures to appeal “punitive action”: Firefighter, Fire Engineer, Firefighter/Paramedic, and Fire Captain.
- b. The term “punitive action” is defined by Government Code §3251(c), as may be amended from time to time, and is currently defined as “any action that may lead to dismissal, demotion, suspension, reduction in salary, written reprimand, or transfer for purposes of punishment.” Written reprimands are not subject to any appeal.

### **8.2: Pre-disciplinary Procedure**

With the exception of Written Reprimands, the following pre-disciplinary procedure shall apply:

- A. Whenever disciplinary action is proposed, a Notice of Proposed Disciplinary Action shall be served upon the employee either personally or by registered or certified mail, return receipt requested, which shall include:
  - 1. A statement of the nature of the disciplinary action;
  - 2. A statement in ordinary and concise language of all the specific facts or upon which the disciplinary action is based;
  - 3. A copy of documents upon which the proposed action is based;
  - 4. A statement advising the employee of their right to refute the charges in person or in writing at a Pre-disciplinary Conference.
- B. Upon receipt of the Notice of Proposed Disciplinary Act, the employee shall provide a written response or request a meeting with the Fire Chief or designee within five (5) calendar days. A failure to timely respond will result in a waiver of a pre-disciplinary response.



### 8.3: Informal Disciplinary Appeal Procedure

Pursuant to Government Code § 11445.20, the following informal hearing procedure shall be utilized for a punitive action involving suspension or reduction in salary of no more than two 24 hour shifts (48 hours) or 5 days (40 hours).

a. Notice of Appeal: Within 5 calendar days of receipt of written notification of punitive action as defined above, the employee shall notify the Fire Chief in writing of the employee's intent to appeal the punitive action. The written notice of appeal shall specify the action being appealed and the substantive and procedural grounds for the appeal.

b. Hearing Officer: In an informal hearing, the Fire Chief or his/her designee shall be the Hearing Officer. The Fire Chief or his/her designee shall conduct the informal hearing in accordance with these procedures. The determination of the Fire Chief shall be final and binding. If the Fire Chief cannot serve as the hearing officer because of actual bias, prejudice or interest as defined by Government Code § 11425.40, then the Fire Chief's designee shall serve as the Hearing Officer. In such cases, the determination of designee shall be final and binding.

c. Burden of Proof: The District shall have the burden of proving by a preponderance of the evidence that the facts which form the basis for the charges occurred, and that the level of penalty was reasonable under the circumstances.

d. Conduct of Informal Hearing:

1) The formal rules of evidence do not apply, although the Hearing Officer shall have discretion to exclude or limit evidence which is incompetent, irrelevant or cumulative, or the presentation of which will otherwise consume undue time. The Hearing Officer may limit the use of witnesses, testimony, evidence and argument. There is no right of intervention, discovery, or pre hearing conferences.

2) The parties may present opening statements.

3) The parties may present evidence through documents and testimony.

i. Witnesses shall testify under oath.

ii. Subpoenas may be issued pursuant to Government Code §§ 11450.05 – 11450.50.

iii. The Hearing Officer shall have discretion to allow cross-examine witnesses.

4) Following the presentation of evidence, if any, the parties may submit oral and/or written closing arguments for consideration by the Hearing Officer.

e. Recording of the Hearing: The hearing shall be stenographically recorded by a certified court reporter or may be tape recorded. The per diem cost of the court reporter shall be equally shared by the parties. The cost to receive a transcript of the hearing shall be the responsibility of the party requesting the transcript.

f. Representation: The member may be represented by an association representative or attorney of his or her choice at all stages of the proceedings. All costs associated with such representation shall be borne by the member.

g. Decision: The decision shall be in writing pursuant to Government Code § 11425.50. The decision shall be served by first class mail, postage pre-paid, upon the employee as well as his/her attorney or representative, shall be accompanied by an affidavit or certificate of mailing. The Hearing Officer's decision is final and not subject to any appeal.

#### **8.4: Formal Disciplinary Appeal Procedure:**

Pursuant to Government Code § 11500 et seq., the following formal hearing procedure shall be utilized for a punitive action involving termination, demotion, suspension or reduction in salary of greater than two 24 hour shifts (48 hours) or 5 days (40 hours):

A. Final Notice of Discipline Serves as the Accusation: The final notice of discipline which may be issued at the conclusion of any pre-disciplinary procedures shall serve as the Accusation described in Government Code §§ 11500, et seq. Pursuant to Government Code § 3254(f), the discipline shall not be effective sooner than 48 hours of issuance of the final notice of discipline. The final notice of discipline shall be prepared and served in person or by registered mail. The final notice of discipline shall include a statement to the employee that advises him or her of the right to request a hearing by filing a Notice of Defense as provided in Government Code § 11506. A copy of Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the Government Code shall be provided to the member concurrently with the final notice of discipline.

B. Notice of Defense: In accordance with Government Code § 11506, within fifteen (15) calendar days after service of the final notice of discipline on the member as set forth above, the member shall notify the Human Resources Manager in writing of the member's intent to appeal the punitive action by filing a Notice of Appeal. The Notice of Appeal must be signed by either the member or on his or her behalf, and must include the mailing address of the member and/or his representative. Failure to file a timely Notice of Defense constitutes a waiver of the member's right to a hearing.

C. Pursuant to Government Code §§ 11507 and 11516, at any time before or after the case is submitted for decision, the District may file an amended or supplemental Accusation in the form of a notice of discipline. All parties must be notified of the amended or supplemental Accusation.

D. Administrative Law Judge: Pursuant to Government Code § 11512, the District has determined that appeals shall be presided over by an administrative law judge on staff of the State Office of Administrative Hearings, hereinafter referred to as the "ALJ". The ALJ shall preside at the appeal hearing, rule on the admission and exclusion of evidence and determine and rule on all matters of law, both procedural and substantive. In conducting the hearing, the ALJ shall follow the evidentiary standards described in section 11513 of the Government Code.

E. Time and Place of Hearing: Pursuant to Government Code § 11508, unless otherwise decided by the Fire Chief or his/her designee, a hearing shall be conducted at the District at a time to be determined by the Fire Chief or his/her designee.

F. Notice of the Hearing: The District will mail or deliver a written notice of the hearing with the information required by Government Code § 11509, no later than 10 days prior to the hearing.

G. Findings: The appeal proceedings shall be reported by a stenographic reporter. However, upon the consent of all the parties, the proceedings may be reported electronically. Within 30 days after the case is submitted to him or her, the ALJ shall prepare a proposed written decision to be submitted to the Fire Protection District Board. Within 60 days of receipt by the Fire Protection District Board of the ALJ's proposed decision, the Fire Protection District Board may take any of the following actions:

- 1) Adopt the proposed decision in its entirety.
- 2) Reduce or otherwise mitigate the proposed penalty and adopt the balance of the proposed decision.



- 3) Make technical or other minor changes in the proposed decision and adopt it as the decision. Action by the Fire Protection District Board under this paragraph is limited to a clarifying change or a change of a similar nature that does not affect the factual or legal basis of the proposed decision.
- 4) Reject the proposed decision and refer the case to the same ALJ if reasonably available, otherwise to another ALJ, to take additional evidence. If the case is referred to the ALJ pursuant to this subparagraph, he or she shall prepare a revised proposed decision based on both the additional evidence and the transcript and other papers that are part of the record of the prior appeal hearing. A copy of the revised proposed decision shall be furnished decision shall be served to each party and his or her attorney in the manner specified in this procedure.
- (5) Reject the proposed decision, and decide the case upon the record, including the transcript, or upon an agreed statement of the parties, with or without taking additional evidence. By stipulation of the parties the Fire Protection District Board may decide the case upon the record without including the transcript.

H. Decision: The Fire Protection District Board decision will be reduced to writing and shall be final and binding on the parties. The Fire Protection District Board written decision shall be served by first class mail, postage prepaid, upon the member as well as his/or her attorney or representative, shall be accompanied by an affidavit or certificate of mailing, and shall advise the member that the time within which judicial review of the decision may be sought is 90 days from the date of mailing as governed by Code of Civil Procedure section 1094.6.

### **Attachments:**

Classification	FY 2023-24	
	Reg. Rate of Pay - Hrly (Incl. Straight-Time + Pro-Pay + Med. Stipend + Holiday Pay)	Annual Total Comp
Admin Captain-Paramedic - Class 1 (Act. Div. Chief)	\$51.68	\$107,498.80
Admin Captain-Paramedic - Class 2*	\$50.13	\$104,280.73
Admin Captain-Paramedic - Class 3 (Probationary)	\$48.59	\$101,062.65
Admin Captain - Class 1 (Act. Div. Chief)	\$51.51	\$107,137.69
Admin Captain - Class 2*	\$49.96	\$103,919.61
Admin Captain - Class 3 (Probationary)	\$48.41	\$100,701.54
Deprecated in FY2022 - Admin. Captain - Class 1 (Act. Div. Chief)		
Deprecated in FY2022 - Admin. Captain - Class 2*		
Deprecated in FY2022 - Admin. Captain - Class 3 (Probationary)		
Captain-Paramedic - Class 1 (Act. Div. Chief)	\$35.91	\$107,665.30
Captain-Paramedic - Class 2*	\$34.77	\$104,233.95
Captain-Paramedic - Class 3 (Probationary)	\$33.62	\$100,802.59
Captain - Class 1 (Act. Div. Chief)	\$35.74	\$107,144.78
Captain - Class 2*	\$34.59	\$103,713.42
Captain - Class 3 (Probationary)	\$33.45	\$100,282.07
Engineer-Paramedic - Class 1 (Act. Capt.)	\$25.83	\$ 77,446.99
Engineer-Paramedic - Class 2*	\$25.03	\$ 75,037.51
Engineer-Paramedic - Class 3 (Probationary)	\$24.22	\$ 72,628.03
Engineer - Class 1 (Act. Capt.)	\$25.66	\$ 76,926.47
Engineer - Class 2*	\$24.85	\$ 74,516.99
Engineer - Class 3 (Probationary)	\$24.05	\$ 72,107.51
Firefighter-Paramedic - Class 1 (Act. Eng. on list)	\$22.51	\$ 67,493.53
Firefighter-Paramedic - Class 2 (D/O qual. off list)	\$21.81	\$ 65,403.04
Firefighter-Paramedic - Class 3*	\$21.14	\$ 63,383.24
Firefighter-Paramedic - Class 4 (Probationary)	\$20.47	\$ 61,363.44
Firefighter-EMT - Class 1 (Act. Eng. on list)	\$21.74	\$ 65,185.94
Firefighter-EMT - Class 2 (D/O qual. off list)	\$21.07	\$ 63,173.49
Firefighter-EMT - Class 3*	\$20.42	\$ 61,229.09
Firefighter-EMT - Class 4 (Probationary)	\$19.77	\$ 59,284.68



# Valley Center Fire Protection District



## Staff Report

Prepared by: J. Davidson  
Title: Fire Marshal / Division Chief

Meeting Date: July 20, 2023

Information Only

Agenda: Informational Item  
Location: General Board Meeting

### **SUBJECT: Cal Fire Fire Hazard Severity Zone Map Update**

In December of 2022, CalFire OSFM (Office of the State Fire Marshal) published published a Notice of Proposed Rulemaking concerning the Regulations Relating to Fire Hazard Severity Zones in the State Responsibility Area. (California Regulatory Notice Register 2022, No. 50-Z, December 16, 2022, p. 1490.). This was the culmination of years of promises to update the FHSZ map “soon”.

The original written comment period for this action was: December 16, 2022, through February 3, 2023. The OSFM provided an additional written comment period to allow more time for review of the map entitled “State Responsibility Area Fire Hazard Severity Zones.” The additional written comment period was February 3, 2023, through April 4, 2023.

On January 9, 2023, Directors O’Connor and Hutchison and myself attended the public hearing presented by CalFire at the San Diego County Operations Center Chambers. At that time CalFire presented a video on the methodology for the development of the new map, as well as their plans for rolling it out. The videos are still available here:

<https://osfm.fire.ca.gov/divisions/community-wildfire-preparedness-and-mitigation/wildfire-preparedness/fire-hazard-severity-zones/>

(Use the QR code here to take you directly to their website to view the videos and other information)





I will summarize some of the highpoints from their presentation:

- A lot of very detailed “science” (their term) went into the development of the new maps. However, one thing that was not an input to the mapping was anything to do with development. That means that the map does NOT take into account any fuel treatments (like clearing) or any man-made development, such as roadways, housing tracts, paved areas or anything that is made by humans that affects fire behavior. This is regardless of the length of time the development has been in place, or the size or effect the development might have on fuels or fire behavior. In fact, one of the audience at the meeting represented the business owners at the Mexican border, who own hundreds of acres of paved trucking yards. These are being changed to Very High severity, even though there is not a weed to be seen. She was told specifically, the map represents what the hazard would be if there was NO DEVELOPMENT.
- No input was taken from any of the local Authorities Having Jurisdiction within the State Responsibility Area (SRA). The reason given was that, since “science” is the foundation of the map, and man-made articles were not inputs to the map, the local AHJs did not need to have a say. Municipalities and agencies with Local Responsibility Area (LRA) are provided the ability to input into the process.
- There was one meeting in each county, across the entire state to collect ‘comments’. We were told directly by the presenters that they were legally required to collect comments, but were not required to take any action on those comments and that they were thus not planning on taking any action.
- There have been a number of questions from people regarding the impact on their homeowners insurance, caused by this map. I have attached that document to this report, titled Q&A – Insurance and CAL FIRE Fire Hazard Severity Zone Maps.
- You can see the changes to the Valley Center area FHSZ levels in Fig 1 and Fig 2 below. Red is Very High, orange is High and yellow is Moderate. You can see a significant increase in the Very High in Valley Center. It appears to me that at least 30% to 40% of Valley Center is changing from Moderate to Very High. This flies in the face of assertions from OSFM that less than 3-5% of the map is changing (which may be true on a macro level but is clearly not true on a local level.) My request for the actual GIS data (which would allow us to quantify the change in VC) was denied on January 10th by the OSFM:

*Hello,*

*FHSZ geospatial data files are currently not available during the adoption process. The regulation incorporates the map by reference, and it is presented as an accurate and tractable representation of the data; release of the data could compromise the integrity of the data causing misrepresentation of the map and regulation. Upon completion of this process, the FHSZ maps will become formally adopted; at that time geospatial data files will become available. We have provided a web map service for you to view the zone classifications at [osfm.fire.ca.gov/FHSZ](https://osfm.fire.ca.gov/FHSZ).*

*We also are offering a SRA change interactive map, that you can view at the website, that might assist in providing an overview report.*

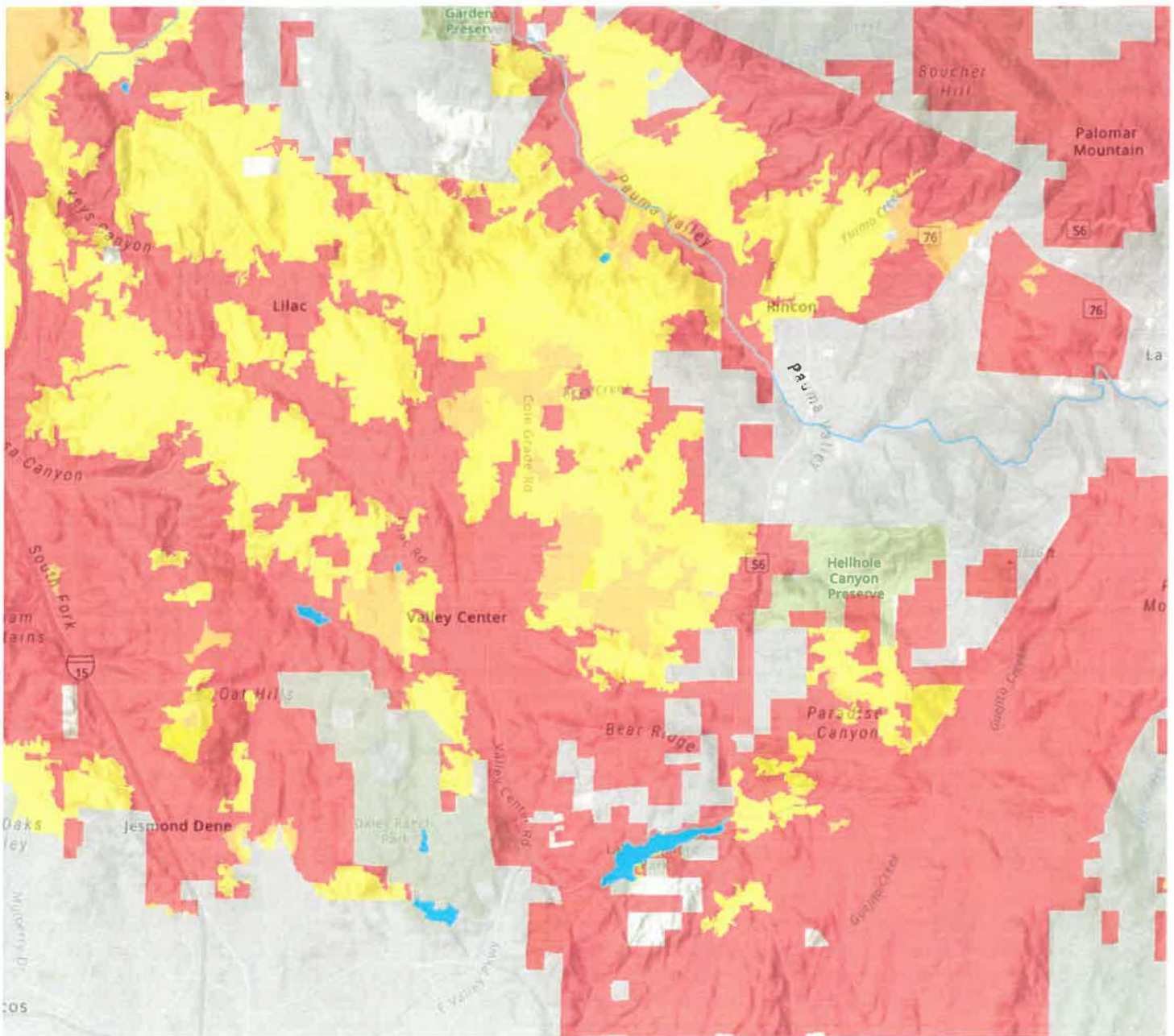


Fig 1. 2007 FHSZ Map



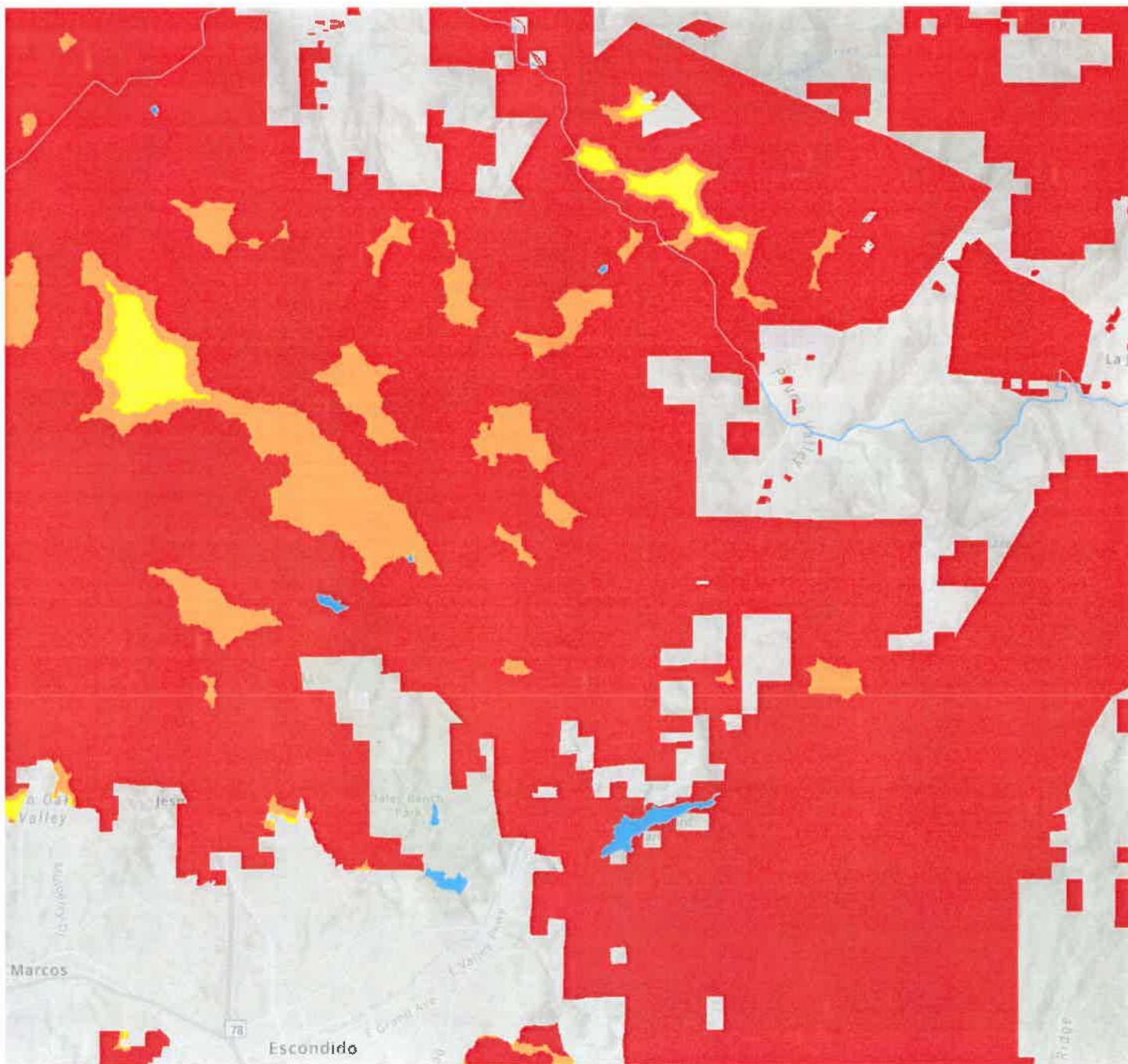


Fig 2. 2023 FHSZ Map

## Conclusions:

At this point in time, public comment is not open and will not be accepted by Cal Fire or the OSFM. They are under a 'political' deadline to enact this map. The map serves their purposes in a number of different ways, primarily by opening the door for an increase in federal funding (Higher hazard zone ratings need higher levels of protection from Cal-Fire).

To quote the Borg Collective from Star Trek, "Resistance is Futile...".

I do not believe that anything short of a groundswell of political resistance from voters, causing pressure from state and local politicians will affect the implementation of this map, and the impacts expected to homeowners insurance costs. Regardless of assurances from the Insurance Commissioner, it is clear that an increase in a home's fire hazard severity level will increase the cost of insurance.

Thank you

Jim Davidson  
Fire Marshal / Division Chief

## **Q&A – Insurance and CAL FIRE Fire Hazard Severity Zone Maps**

### **1. How will the updated CAL FIRE maps affect insurance availability and affordability?**

CAL FIRE's maps are intended to drive local planning decisions, not insurance decisions. Under Commissioner Lara's new regulation finalized in October 2022, insurance companies must provide discounts for wildfire safety actions such as community mitigation and home-hardening, which CAL FIRE's maps do not assess. In addition, insurance companies are already using risk analysis tools and models that go beyond CAL FIRE's proposed maps in determining what properties they will underwrite.

Commissioner Lara's new wildfire safety regulation will help increase access to insurance by promoting wildfire safety across the state. Reducing wildfire risks throughout the state is the primary way we can make insurance more available and affordable, and our regulation is a major step towards that goal. CAL FIRE's maps support that goal through improving public education about hazard and the need for safety preparation.

### **2. How will these maps benefit the public?**

Public education about where current wildfire hazards exist is essential to reducing the threat to local communities and maintaining access to available and affordable insurance. When communities know and understand their risks, they can plan and prepare.

In addition, the Department's [first-ever report on climate insurance](#) recommended updated wildfire hazard mapping to improve public safety.

### **3. If you are a homeowner and your zone changed from High Hazard to Very High Hazard, will this impact your insurance premiums or renewal ability?**

For many years, insurance companies have been using alternate wildfire risk tools for determining where they will write and renew policies, and how much premium to charge a policyholder, not the Fire Hazard Severity Zone maps. Therefore, a change in designation on the maps for a single homeowner is unlikely to affect their insurance. The reality is that more accurate risk information enables homeowners and communities to reduce their wildfire risks, and Commissioner Lara's new wildfire mitigation regulation clarifies what actions you should take to reduce wildfire risks. Once that regulation is fully implemented, if a homeowner or business owner takes those risk mitigation actions, they will be able to see a discount in their insurance premium.



#### **4. How is the state addressing wildfire mitigation?**

By design, CAL FIRE's maps are focused on long-range wildfire hazard, which includes only certain variables, like wind, vegetation, ember production and movement, climate, topography, and fire history. CAL FIRE's maps will give up to date information to communities about the level of wildfire hazard they face, which could help target resources at the state and local level. Expanded state grant programs and Commissioner Lara's new wildfire safety regulation are aimed at reducing wildfire risks to communities through programs such as Firewise USA and the new Fire Risk Reduction Community designation from the California Board of Forestry and Fire Protection.

**TREASURER'S REPORT**

**BOARD OF DIRECTORS' PACKET**

**VALLEY CENTER FIRE PROTECTION DISTRICT**

## Valley Center Fire Protection District

## Balance Sheet

As of June 30, 2023

	Jun 30, 23
<b>ASSETS</b>	
<b>Current Assets</b>	
Checking/Savings	
11011 · Petty Cash	67.06
1101 · General Operating #4811	54,589.31
1102 · Payroll Acct #2271	57,168.45
11013 · Fire Foundation #8451	7,290.16
11014 · Explorer #8469	28,109.11
11015 · Training #7024	28,531.14
11016 · Grant Acct #7073	431,133.19
11021 · VCFPD Oracle Gen Fund - #47850	1,025,455.76
11022 · VCFPD Mitigation Fund - #47855	896,002.81
11023 · CFD 2008-01 - #47853	448,203.51
<b>Total Checking/Savings</b>	<b>2,976,550.50</b>
Accounts Receivable	
11000 · Accounts Receivable	1,984.50
<b>Total Accounts Receivable</b>	<b>1,984.50</b>
<b>Total Current Assets</b>	<b>2,978,535.00</b>
<b>Fixed Assets</b>	
1502100 · Engines and Vehicles	2,510,620.15
1500014 · Bldg Improvements	1,362,213.78
1501000 · Const in Progress	212,952.00
1503100 · Furniture & Equipment	1,879,923.42
15902 · General Fixed Asset - Depreciat	-4,556,603.08
16000 · Land	481,600.00
<b>Total Fixed Assets</b>	<b>1,890,706.27</b>
<b>Other Assets</b>	
18001 · Accu Amortization-Right of Use	-5,435.03
18000 · Right-of-use - Finance Lease	16,909.00
<b>Total Other Assets</b>	<b>11,473.97</b>
<b>TOTAL ASSETS</b>	<b>4,880,715.24</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
Accounts Payable	
20000 · Accounts Payable	91,834.71
<b>Total Accounts Payable</b>	<b>91,834.71</b>
Credit Cards	
8180 · 8180 CitiBank	3,234.90
9349 · 9349-VCFPD	7,962.43
<b>Total Credit Cards</b>	<b>11,197.33</b>
<b>Other Current Liabilities</b>	
20002 · Lease liability - due w/in 1 yr	4,386.75
20015 · Citibank	50.00
24000 · Payroll Liabilities	
24700 · PTO & Sick Time Accrual Payable	46,660.61
23200 · Wages Payable	28,281.80
24300 · Cafe Health Payable	-12,332.46
24500 · 457 Payable	-5,507.80
24600 · Payroll Taxes Payable	16.92
<b>Total 24000 · Payroll Liabilities</b>	<b>57,119.07</b>
<b>Total Other Current Liabilities</b>	<b>61,555.82</b>

Valley Center Fire Protection District  
**Balance Sheet**  
As of June 30, 2023

	Jun 30, 23
Total Current Liabilities	164,587.86
Total Liabilities	164,587.86
Equity	
39000 · Investment in Gen Fixed Asset	1,939,807.42
30000 · Opening Balance Equity	2,234,798.00
32000 · Retained Earnings	1,356,628.81
Net Income	-815,106.85
Total Equity	4,716,127.38
TOTAL LIABILITIES & EQUITY	4,880,715.24

## Valley Center Fire Protection District

## Profit &amp; Loss

June 2023

	Jun 23
Ordinary Income/Expense	
Income	
GRANT REVENUE	
44000 · Fire Foundation Fund	3,246.00
45000 · Fire Explorer Post Donations	7,500.00
46000.3 · Applied UASI Grant - 2021	2,561.52
Total GRANT REVENUE	13,307.52
OPERATING REVENUE	
30130 · CFD2008-1 Interest	12,427.91
40150 · Misc Revenue	1,005.00
40000 · Benefit Fees/Standby (315001)	109,333.42
40100 · Taxes, Property (315000)	46,014.27
40200 · CFD-2000-1 (315002)	19,016.03
40300 · CFD-2008-01 (315003)	32.20
40700 · Community Development Fees	2,050.20
42000 · Incident Cost Recovery-Fire USA	348.00
43000 · Training Reimb-Target & Palomar	3,524.25
Total OPERATING REVENUE	193,751.28
Total Income	207,058.80
Expense	
OPERATIONS PROGRAMS	
51515.2 · PPE Non-Grant	1,335.32
Total OPERATIONS PROGRAMS	1,335.32
TRAINING	
50502 · Training Exp-UASI Grant Funded	3,123.58
50000 · Explorer Post	30.13
50100 · EMT & Paramedic License Renewal	415.50
50200 · Tuition & Reference Materials	505.00
Total TRAINING	4,074.21
OVERHEAD / ADMINISTRATIVE SERV	
51000.1 · Administrative Support Expenses	7,336.27
51001 · Contingencies & Misc.	224.29
51002 · Recruitment and On Boarding Exp	10.00
51003 · Bank Fees / Interest Expense	15.00
51006 · Election/Annexation Service	334.95
Total OVERHEAD / ADMINISTRATIVE SERV	7,920.51
CONTRACT SERVICES	
51101.1 · Prof. & Contract Svcs - Grant	5,775.00
51101 · Professional & Contract Svcs	13,461.30
51105 · Insurance	42,258.00
51110 · MDC Equip Replacement-HP Lease	2,973.03
Total CONTRACT SERVICES	64,467.33
FIRE FACILITIES	
FIRE STATION #1	
51303 · #1 Consumables	237.92
51301 · #1 Facility Maint/Repairs	1,571.44
51302 · #1 Utilities	217.38
Total FIRE STATION #1	2,026.74
FIRE STATION #2	
51313 · #2 Consumables	490.45
51310 · #2 Facility Maint/Repairs	10.76
51312 · #2 Utilities	147.27
Total FIRE STATION #2	648.48

## Valley Center Fire Protection District

## Profit &amp; Loss

June 2023

	Jun 23
<b>FIRE STATION #3</b>	
51322 · #3 Utilities	800.00
<b>Total FIRE STATION #3</b>	800.00
<b>Total FIRE FACILITIES</b>	3,475.22
<b>FIRE APPARATUS</b>	
51400 · Operations Expense	23,100.87
51402 · Fuel	3,556.22
<b>Total FIRE APPARATUS</b>	26,657.09
<b>COMMUNICATIONS</b>	
51601 · RCS Communication Fees	1,027.50
<b>Total COMMUNICATIONS</b>	1,027.50
<b>PARAMEDIC EMERGENCY SUPPLIES</b>	
51700 · Medical Equipment & Supplies	872.42
<b>Total PARAMEDIC EMERGENCY SUPPLIES</b>	872.42
<b>PAYROLL-ADMINISTRATIVE</b>	
60000 · Division Chief-Operations/Train	12,835.20
60200 · Battalion Chief-Fire Marshal	11,942.40
60300 · Administrative Captain	12,107.88
60400 · Administrative Asst-Office Mgr.	6,382.51
60500 · Bookkeeper	3,232.50
60600 · Fire Chief	13,735.20
<b>Total PAYROLL-ADMINISTRATIVE</b>	60,235.69
<b>PAYROLL - OPERATIONAL PERSONNEL</b>	
61000 · Fire Engineers	53,076.44
63000 · Firefighter-Paramedics	75,249.72
64000 · Fire Captains	82,852.83
<b>Total PAYROLL - OPERATIONAL PERSONNEL</b>	211,178.99
<b>PAYROLL EXPENSES</b>	
66008 · Employer Taxes-FICA,SUTA,FUTA	19,948.04
66002 · FASIS Workers Comp Emp Asst	8,714.00
66003 · Payroll Service	588.06
<b>Total PAYROLL EXPENSES</b>	29,250.10
<b>CAPITAL PROJECTS</b>	
70004.1 · Fire Station Dev - Waldron Gran	6,878.30
70001 · RCS NextGen Network Infrastruct	857.50
<b>Total CAPITAL PROJECTS</b>	7,735.80
<b>Total Expense</b>	418,230.18
<b>Net Ordinary Income</b>	-211,171.38
<b>Other Income/Expense</b>	
Other Expense	
80000 · Suspense	-97,083.16
<b>Total Other Expense</b>	-97,083.16
<b>Net Other Income</b>	97,083.16
<b>Net Income</b>	<b>-114,088.22</b>



# Valley Center Fire Protection District

## Profit & Loss Budget vs. Actual

### July 2022 through June 2023

	Jul '22 - Jun 23	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
GRANT REVENUE				
49009 · FEMA FP&S Grant - Outreach	0.00	0.00	0.00	0.0%
46000 · Applied UASI Grant Income	0.00	0.00	0.00	0.0%
44000 · Fire Foundation Fund	9,871.00			
48000 · Applied Grant Income-Other	43,840.32	30,000.00	13,840.32	146.1%
49008 · CPF - Wellness Grant	0.00	13,640.00	-13,640.00	0.0%
49007 · SD County Fire Foundation Grant	0.00	25,000.00	-25,000.00	0.0%
49006 · Neighborhood Reinvestment Grant	116,388.00	100,000.00	16,388.00	116.4%
49005 · VC Fire Foundation Grant	0.00	576,000.00	-576,000.00	0.0%
49004 · Waldron Grant	0.00	1,060,000.00	-1,060,000.00	0.0%
49003 · SD COVID-19 ARPA Grant (12/21)	0.00	67,412.00	-67,412.00	0.0%
49002 · SD COVID-19 ARPA Grant (03/21)	0.00	179,000.00	-179,000.00	0.0%
49001 · SAFER Grant	0.00	424,047.75	-424,047.75	0.0%
45000 · Fire Explorer Post Donations	14,550.00	10,000.00	4,550.00	145.5%
47000 · Applied SHSGP Grant Income	15.00	14,150.00	-14,135.00	0.1%
46000.1 · Applied UASI Grant - 2019	8,135.22			
46000.3 · Applied UASI Grant - 2021	2,561.52			
46000.4 · Applied UASI Grant - 2022	0.00	33,368.00	-33,368.00	0.0%
Total GRANT REVENUE	195,361.06	2,532,617.75	-2,337,256.69	7.7%
NON-OPERATING REVENUE				
30100 · Mitigation Fees Capital Expendi	197,629.44	862,307.22	-664,677.78	22.9%
30120 · Mitigation Interest	13,271.31	5,150.00	8,121.31	257.7%
Total NON-OPERATING REVENUE	210,900.75	867,457.22	-656,556.47	24.3%
OPERATING REVENUE				
41100 · SDG&E Lease	0.00	0.00	0.00	0.0%
30130 · CFD2008-1 Interest	17,395.95	2,139.98	15,255.97	812.9%
40150 · Misc Revenue	14,432.97			
49000 · NCD JPA Capital Equipment Reimb	0.00	20,000.00	-20,000.00	0.0%
40000 · Benefit Fees/Standby (315001)	1,785,983.82	1,716,438.05	69,545.77	104.1%
40100 · Taxes, Property (315000)	741,363.29	644,000.00	97,363.29	115.1%
40200 · CFD-2000-1 (315002)	320,495.12	318,277.48	2,217.64	100.7%
40300 · CFD-2008-01 (315003)	366,389.32	383,066.57	-16,677.25	95.6%
40400 · General Fund Interest	7,439.00	4,685.27	2,753.73	158.8%
40500 · Mercy Transport Fees	31,054.43	44,179.28	-13,124.85	70.3%
40600 · First Responder Fees	0.00	0.00	0.00	0.0%
40700 · Community Development Fees	106,972.08	90,000.00	16,972.08	118.9%
40800 · Fire Prevention Inspection Fees	0.00	8,000.00	-8,000.00	0.0%
40900 · CFAA Reimbursement				
40901 · Payroll & Admin	4,413.66			
40900 · CFAA Reimbursement - Other	25,332.39			
Total 40900 · CFAA Reimbursement	29,746.05			
42000 · Incident Cost Recovery-Fire USA	16,297.52	20,600.00	-4,302.48	79.1%
43000 · Training Reimb-Target & Palomar	39,361.25	22,889.00	16,472.25	172.0%
Total OPERATING REVENUE	3,476,930.80	3,274,275.63	202,655.17	106.2%
Total Income	3,883,192.61	6,674,350.60	-2,791,157.99	58.2%
Expense				
66900 · Reconciliation Discrepancies	-37.17			
OPERATIONS PROGRAMS				
51515.2 · PPE Non-Grant	19,468.67	32,032.00	-12,563.33	60.8%
51515.1 · PPE Grant	20,441.07	14,150.00	6,291.07	144.5%
51514.1 · Rescue Equip Grant	0.00	10,815.00	-10,815.00	0.0%
51514 · Rescue Sys/Equipment	0.00	0.00	0.00	0.0%
51513 · BA's/Fit & Flow Test/Compressor	6,023.39	7,760.00	-1,736.61	77.6%
51512 · Tools/Minor Equip/Small Engines	203.03	26,866.00	-26,662.97	0.8%
51511 · Hose/Nozzles/Fittings/Ladders	174.13	9,010.00	-8,835.87	1.9%
Total OPERATIONS PROGRAMS	46,310.29	100,633.00	-54,322.71	46.0%
TRAINING				
50502.4 · Applied UASI Grant - 2022	0.00	33,368.00	-33,368.00	0.0%
50502.3 · Applied UASI Grant - 2021	2,296.00			
50502 · Training Exp-UASI Grant Funded	3,123.58			
50501 · Training Exp - Oper Exp Funded	18,643.72	24,000.00	-5,356.28	77.7%
50000 · Explorer Post	1,071.33	4,902.91	-3,831.58	21.9%
50100 · EMT & Paramedic License Renewal	4,167.50	4,680.00	-512.50	89.0%
50200 · Tuition & Reference Materials	4,554.00	10,764.00	-6,210.00	42.3%
50500 · Training & Expenses	901.73	0.00	901.73	100.0%
Total TRAINING	34,757.86	77,714.91	-42,957.05	44.7%
OVERHEAD / ADMINISTRATIVE SERV				
51000.1 · Administrative Support Expenses	119,929.53	151,189.41	-31,259.88	79.3%
51000 · Service Awards & Commendations	0.00	0.00	0.00	0.0%
51001 · Contingencies & Misc.	3,904.55	13,000.00	-9,095.45	30.0%
51002 · Recruitment and On Boarding Exp	9,641.41	8,000.00	1,641.41	120.5%
51003 · Bank Fees / Interest Expense	45.00			
51006 · Election/Annexation Service	3,103.05	10,000.00	-6,896.95	31.0%
Total OVERHEAD / ADMINISTRATIVE SERV	136,623.54	182,189.41	-45,565.87	75.0%

# Valley Center Fire Protection District

## Profit & Loss Budget vs. Actual

### July 2022 through June 2023

	Jul '22 - Jun 23	Budget	\$ Over Budget	% of Budget
<b>CONTRACT SERVICES</b>				
51101.1 · Prof. & Contract Svcs - Grant	5,775.00	5,000.00	775.00	115.5%
51101 · Professional & Contract Svcs	113,552.77	69,538.17	44,014.60	163.3%
51105 · Insurance	76,494.00	36,488.98	40,005.02	209.6%
51107 · Trauma Intervention Program	3,450.00	2,340.00	1,110.00	147.4%
51109 · Burn Inst/Youth Fire Prevent	642.00	642.00	0.00	100.0%
51110 · MDC Equip Replacement-HP Lease	8,657.98	6,000.00	2,657.98	144.3%
CONTRACT SERVICES - Other	1,027.50			
<b>Total CONTRACT SERVICES</b>	<b>209,599.25</b>	<b>120,009.15</b>	<b>89,590.10</b>	<b>174.7%</b>
<b>COMMUNITY RISK REDUCTION</b>				
51200.2 · FEMA FP&S Grant - Outreach	0.00	0.00	0.00	0.0%
51200.1 · CRRD Operational Expenses	11,668.92	6,437.50	5,231.42	181.3%
<b>Total COMMUNITY RISK REDUCTION</b>	<b>11,668.92</b>	<b>6,437.50</b>	<b>5,231.42</b>	<b>181.3%</b>
<b>FIRE FACILITIES</b>				
<b>FIRE STATION #1</b>				
51303 · #1 Consumables	1,402.50	3,600.00	-2,197.50	39.0%
51301 · #1 Facility Maint/Repairs	25,068.32	34,795.32	-9,727.00	72.0%
51302 · #1 Utilities	6,867.20	17,517.45	-10,650.25	39.2%
<b>Total FIRE STATION #1</b>	<b>33,338.02</b>	<b>55,912.77</b>	<b>-22,574.75</b>	<b>59.6%</b>
<b>FIRE STATION #2</b>				
51313 · #2 Consumables	2,007.15	3,600.00	-1,592.85	55.8%
51310 · #2 Facility Maint/Repairs	15,603.40	18,850.00	-3,246.60	82.8%
51312 · #2 Utilities	9,605.61	15,522.45	-5,916.84	61.9%
<b>Total FIRE STATION #2</b>	<b>27,216.16</b>	<b>37,972.45</b>	<b>-10,756.29</b>	<b>71.7%</b>
<b>FIRE STATION #3</b>				
51323 · #3 Consumables	0.00	1,800.00	-1,800.00	0.0%
51320 · #3 Facility Maint/Repairs	0.00	0.00	0.00	0.0%
51322 · #3 Utilities	800.00	8,000.00	-7,200.00	10.0%
<b>Total FIRE STATION #3</b>	<b>800.00</b>	<b>9,800.00</b>	<b>-9,000.00</b>	<b>8.2%</b>
<b>Total FIRE FACILITIES</b>	<b>61,354.18</b>	<b>103,685.22</b>	<b>-42,331.04</b>	<b>59.2%</b>
<b>FIRE APPARATUS</b>				
51400 · Operations Expense	113,890.52	166,772.74	-52,882.22	68.3%
51402 · Fuel	52,169.47	80,500.00	-28,330.53	64.8%
<b>Total FIRE APPARATUS</b>	<b>166,059.99</b>	<b>247,272.74</b>	<b>-81,212.75</b>	<b>67.2%</b>
<b>OPERATIONS</b>				
51504 · Station Uniforms	567.84			
<b>Total OPERATIONS</b>	<b>567.84</b>			
<b>COMMUNICATIONS</b>				
51600 · North County Dispatch	145,758.30	154,293.00	-8,534.70	94.5%
51601 · RCS Communication Fees	12,330.00	11,970.00	360.00	103.0%
<b>Total COMMUNICATIONS</b>	<b>158,088.30</b>	<b>166,263.00</b>	<b>-8,174.70</b>	<b>95.1%</b>
<b>PARAMEDIC EMERGENCY SUPPLIES</b>				
51700 · Medical Equipment & Supplies	10,434.45	16,000.00	-5,565.55	65.2%
<b>Total PARAMEDIC EMERGENCY SUPPLIES</b>	<b>10,434.45</b>	<b>16,000.00</b>	<b>-5,565.55</b>	<b>65.2%</b>
<b>PAYROLL-ADMINISTRATIVE</b>				
60000 · Division Chief-Operations/Train	111,002.25	0.00	111,002.25	100.0%
60200 · Battalion Chief-Fire Marshal	103,152.82			
60300 · Administrative Captain	102,813.98			
60400 · Administrative Asst-Office Mgr.	56,044.70			
60500 · Bookkeeper	28,230.50			
60600 · Fire Chief	125,693.45			
PAYROLL-ADMINISTRATIVE - Other	0.00	418,447.24	-418,447.24	0.0%
<b>Total PAYROLL-ADMINISTRATIVE</b>	<b>526,937.70</b>	<b>418,447.24</b>	<b>108,490.46</b>	<b>125.9%</b>
<b>PAYROLL - OPERATIONAL PERSONNEL</b>				
61000 · Fire Engineers	500,959.12	0.00	500,959.12	100.0%
63000 · Firefighter-Paramedics	681,075.33			
64000 · Fire Captains	677,798.91			
65000 · CFAA Costs	4,681.39			
PAYROLL - OPERATIONAL PERSONNEL - Other	0.00	2,290,628.19	-2,290,628.19	0.0%
<b>Total PAYROLL - OPERATIONAL PERSONNEL</b>	<b>1,864,514.75</b>	<b>2,290,628.19</b>	<b>-426,113.44</b>	<b>81.4%</b>
<b>PAYROLL EXPENSES</b>				
66008 · Employer Taxes-FICA,SUTA,FUTA	179,152.61	283,098.38	-103,945.77	63.3%
66002 · FASIS Workers Comp Emp Asst	144,958.60	94,749.45	50,209.15	153.0%
66003 · Payroll Service	5,302.77	6,000.00	-697.23	88.4%
66004 · Health Benefit Costs	452.30	6,124.84	-5,672.54	7.4%
PAYROLL EXPENSES - Other	-1,805.18			
<b>Total PAYROLL EXPENSES</b>	<b>328,061.10</b>	<b>389,972.67</b>	<b>-61,911.57</b>	<b>84.1%</b>
<b>CAPITAL PROJECTS</b>				
70005.2 · Fire Station Expansion - Mit Fu	0.00	0.00	0.00	0.0%

**Valley Center Fire Protection District**  
**Profit & Loss Budget vs. Actual**  
 July 2022 through June 2023

	Jul '22 - Jun 23	Budget	\$ Over Budget	% of Budget
70003.4 · Airbag System E161 - Mitig Fund	0.00	0.00	0.00	0.0%
70003.3 · New TIC replcmnt for E161 - Mit	0.00	0.00	0.00	0.0%
70003.2 · PPE 6 Sets - Mitigation Fund	0.00	0.00	0.00	0.0%
70009.5 · Type 1 Engine	0.00	0.00	0.00	0.0%
70014 · CPR Machines	87,810.65			
70013 · Workout Gear-CPF Wellness Grant	0.00	8,750.00	-8,750.00	0.0%
70012.3 · Cardiac Monitor - Mit Funds	0.00	51,111.02	-51,111.02	0.0%
70012.2 · Cardiac Monitor - COVID-19 ARPA	0.00	33,706.00	-33,706.00	0.0%
70012 · Cardiac Monitor Replacement	6,164.54			
70011 · VHF Radio Replacement	141,744.24	81,400.00	60,344.24	174.1%
70010.2 · Fire Hose - Op Expense	0.00	2,000.00	-2,000.00	0.0%
70010.1 · Fire Hose - Mitigation Funds	6,954.62	10,000.00	-3,045.38	69.5%
70004.5 · Fire Station Dev - Fire Mitig	0.00	350,000.00	-350,000.00	0.0%
70004.4 · Fire Station Dev - Neighborhood	0.00	57,986.10	-57,986.10	0.0%
70004.3 · Fire Station Dev - Fire Found.	0.00	576,000.00	-576,000.00	0.0%
70004.2 · Fire Station Dev-COVID-19 ARPA	0.00	179,000.00	-179,000.00	0.0%
70004.1 · Fire Station Dev - Waldron Gran	517,899.64	178,000.00	339,899.64	291.0%
70009.2 · Type 3 Engine - Mitigation Fund	0.00	41,611.00	-41,611.00	0.0%
70009.1 · Type 3 Engine - Waldron Grant	0.00	380,000.00	-380,000.00	0.0%
70009 · Type 3 Engine	0.00	0.00	0.00	0.0%
70001.2 · RCS Nextgen '21 Reimbursement	0.00	10,290.00	-10,290.00	0.0%
70001.1 · RCS Nextgen '21 - Mitigation	0.00	10,290.00	-10,290.00	0.0%
70000 · Engine 163 & Equipment	297,417.16	0.00	297,417.16	100.0%
70001 · RCS NextGen Network Infrastruct	10,290.00	10,290.00	0.00	100.0%
70004 · Fire Station Development Costs	-13,864.39			
70005.1 · New Station Consulting - Mitig	0.00	90,000.00	-90,000.00	0.0%
70007 · Fire Station Electrical Resilia	88,608.00			
70008 · MDC Replacement Program	0.00	0.00	0.00	0.0%
<b>Total CAPITAL PROJECTS</b>	<b>1,143,024.46</b>	<b>2,070,434.12</b>	<b>-927,409.66</b>	<b>55.2%</b>
<b>Total Expense</b>	<b>4,697,965.46</b>	<b>6,189,687.15</b>	<b>-1,491,721.69</b>	<b>75.9%</b>
<b>Net Ordinary Income</b>	<b>-814,772.85</b>	<b>484,663.45</b>	<b>-1,299,436.30</b>	<b>-168.1%</b>
<b>Other Income/Expense</b>				
<b>Other Expense</b>				
80000 · Suspense	334.00			
<b>Total Other Expense</b>	<b>334.00</b>			
<b>Net Other Income</b>	<b>-334.00</b>	<b>0.00</b>	<b>-334.00</b>	<b>100.0%</b>
<b>Net Income</b>	<b>-815,106.85</b>	<b>484,663.45</b>	<b>-1,299,770.30</b>	<b>-168.2%</b>