



# NORTH COUNTY FIRE PROTECTION DISTRICT

## AGENDA FOR REGULAR BOARD MEETING

JANUARY 28, 2025, AT 5:00 p.m.

The January 28, 2025, meeting will be held in person and via Zoom. The public may attend remotely using:

The Zoom app, [Zoom website (<https://zoom.us/>)] [Meeting ID: 870 1784 6503; Passcode: 631628] at <https://us06web.zoom.us/j/87017846503?pwd=ekFORGt1Mm4vWXgrRFpXbUIPUFlmdz09> or Dial by your location: +1 669 900 6833 US (San Jose); Meeting ID: 870 1784 6503; Passcode: 631628

The public may provide comments in advance or real-time by emailing [ncfboardcomments@ncfire.org](mailto:ncfboardcomments@ncfire.org). E-mailed comments received will be read into the record by Staff. Please note that in the event of technical issues that disrupt the ability of members of the public to view the meeting or provide public comments through the web conference option, the meeting will continue.

**Location:** Fallbrook Public Utility District  
990 East Mission Road  
Fallbrook, CA 92028

### PUBLIC ACTIVITIES AGENDA

*For those joining us for the public activities agenda, please feel free to depart at the close of the agenda.*

- Call To Order
- Roll Call
- Pledge Of Allegiance
- Changes to the Agenda

1. Public Comment – President Shaw (pgs. 5-6)
  - Standing Item: Members of the public may directly address the Board of Directors on items of interest to the public provided no action will be taken on non-agenda items. The Presiding Officer may limit comments to three minutes per speaker (Board of Directors Meetings – SOG – § 7.2.).
2. Challenge Coin Recognition – Captain Garing and Chief McReynolds (pgs. 7-8)
  - New Item: Recognition of SDSO Deputy John Fragozo and community member Anthony Campbell for their act of service on November 27, 2024.

### DISCUSSION/PRESENTATION AGENDA

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

3. Strategic Plan Update Presentation – Chief McReynolds (pgs.9-10)

### ACTION AGENDA

#### Consent Items:

*All items listed under the consent items are considered routine and will be enacted in one motion. There will be no separate discussion of these items prior to the Board action on the motion, unless members of the Board, Staff, or public request specific items be removed from the consent agenda.*

4. Regular Board Meeting Minutes, December 10, 2024 (pgs. 11-16)
  - Standing Item: Review and approve minutes from the December meeting as presented.

**Note:** The Americans with Disabilities Act provides that no qualified individual with a disability shall be excluded from participation in, or denied the benefits of, District business. If you need assistance to participate in this meeting, please contact the District office 72 hours prior to the meeting at (760) 723-2012. Closed captioning and translation services are available to the public when the meeting is accessed using the Zoom platform.



# NORTH COUNTY FIRE PROTECTION DISTRICT

## AGENDA FOR REGULAR BOARD MEETING

JANUARY 28, 2025, AT 5:00 p.m.

5. Financial Reports for November 2024 (pgs. 17-30)  
➤ Standing Item: Review and accept financial reports for the month as presented.
6. Policies and Procedures (pgs. 31-54)  
➤ a) Records Retention and Reports: Revisions to ensure compliance while improving efficiency by implementing the adoption of digital storage methods.
7. Monthly Operations Activity Report (pgs. 55-64)  
➤ Standing Item: Monthly Report demonstrating call mix, turnout time, call by unit, transports, total response times, aid received & provided, monthly inspection report, health & safety, injuries & accidents, and turnover of care statistics.
8. Fourth Quarter 2024 Customer Satisfaction Survey (pgs. 65-70)  
➤ Quarterly Report: Review and accept report for the fourth quarter as presented.

### Action Items:

*All items listed under the action items agenda will be presented and discussed prior to the Board taking action on any matter. Members of the public may comment on items at the time they are presented. Time certain items will commence precisely at or after the time announced in the agenda.*

9. Destruction of Records - Chief McReynolds, Board Clerk Canpinar, and HR Specialist Goss (pgs. 71-72)  
➤ Recommendation: That the Board approve the destruction of listed documents in accordance with the revised District Records and Reports Policy, Section 224.04.
10. **Public Hearing Date/Time Certain January 28, 2025, at 5:05 p.m. to consider** Resolution 2025-01 and associated Fire Recovery USA contract - Chief McReynolds (pgs. 73-102)  
➤ Recommendation: That the Board approve the Fire Recovery USA contract and hold a public hearing to consider the adoption of Resolution 2025-01 and the associated cost recovery charges.

### STANDING DISCUSSION ITEMS

*All items listed under the standing discussion items are presented at every meeting.*

- LEGAL COUNSEL REPORT: (pgs. 103-104)  
“Wildfire Legislation: An update on the State’s response to the recent Los Angeles County wildfires”
- WRITTEN COMMUNICATION (pgs. 105-108)
- COMMENTS/QUESTIONS (pgs. 109-110)
- Staff:
  - Chief McReynolds
  - Other Staff
- Board
- Bargaining Groups
- Public Comment



# NORTH COUNTY FIRE PROTECTION DISTRICT

## AGENDA FOR REGULAR BOARD MEETING

JANUARY 28, 2025, AT 5:00 p.m.

### CLOSED SESSION

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

- CS-1. Announcement — President Shaw: (pgs. 111-112)
- CS-2. Conference with Real Property Negotiator (Government Code §54956.8)  
Property: 2805 Overland Trail, Fallbrook, CA 92028  
➤ Agency Rep.: Chief McReynolds and Wil Soholt
- CS-3. Announcement — President Shaw:

### ADJOURNMENT

#### Scheduled Meetings:

The next regularly scheduled Board meeting is **Tues. February 25, 2025, at 5:00 p.m.**

#### CERTIFICATION OF AGENDA POSTING

"I certify that this agenda was posted in accordance with the provisions of the Government Code § 54950 et. seq. The posting locations were: [1] the entrance of North County Fire Protection District Administrative Offices, [2] the Fallbrook Public Utility District Administrative Offices, [3] the Roy Noon Meeting Hall, and [4] the District's website at [www.ncfireca.gov](http://www.ncfireca.gov). The agenda was also available for review at the office of the Board Clerk, located at located at 330 S. Main Avenue, Fallbrook, CA. Materials related to an item on this agenda submitted to the District after distribution of the agenda packet are available for public inspection in the office of the Board Clerk during normal business hours or may be found on the District website, subject to Staff's ability to post the documents before the meeting. The date of posting was January 23, 2025."

Board Clerk Mavis Canpinar: *Mavis Canpinar* Date: January 23, 2025

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**NORTH COUNTY FIRE  
PROTECTION DISTRICT  
STAFF REPORT**

**TO:** BOARD OF DIRECTORS  
**FROM:** CHIEF McREYNOLDS  
**DATE:** JANUARY 28, 2025  
**SUBJECT:** PUBLIC COMMENT

**PUBLIC COMMENT:**

1. Members of the Public may directly address the Board of Directors on items of interest to the Public provided no action will be taken on non-agenda items. The Board President may limit comments to three minutes per speaker (Board of Directors Meetings – SOG § 7.2.).

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# NORTH COUNTY FIRE PROTECTION DISTRICT

## STAFF REPORT

**TO:** BOARD OF DIRECTORS  
**FROM:** CAPTAIN GARING AND CHIEF McREYNOLDS  
**DATE:** JANUARY 28, 2025  
**SUBJECT:** CHALLENGE COIN RECOGNITION

## PUBLIC ACTIVITIES AGENDA

### Background:

The NCFPD proudly supports a Challenge Coin Recognition Program, designed to honor individuals who act during emergencies often prior to our arrival. Challenge coins have a storied history, dating back to ancient times when warriors were awarded medallions to celebrate their bravery and achievements. Today, these coins remain a powerful symbol of recognition. Through this program, challenge coins have served as a heartfelt expression of gratitude to community members who step up to help stabilize critical situations.

### Summary:

On the morning of November 27th, units from NCFPD and Cal Fire were dispatched to a structure fire in the 3000 block of Red Mountain Heights Drive. Before our arrival, San Diego County Sheriff's Deputy John Fragozo was first on the scene and immediately took decisive action. Armed with a fire extinguisher, Deputy Fragozo moved toward the back of the house where smoke was visible.

Simultaneously, neighbor Anthony Campbell, alerted by the sound of sirens, recognized the situation and took quick action. Aware that the residence was home to an elderly woman and multiple dogs, Mr. Campbell rushed to the property and joined Deputy Fragozo at the rear of the residence. Together, they entered the home to ensure no occupants or pets remained inside. Deputy Fragozo successfully subdued the fire with his extinguisher, significantly reducing its intensity.

Thanks to their quick thinking and heroic efforts, NCFPD crews were able to promptly extinguish the remaining fire, minimizing damage to the residence. We commend Deputy Fragozo for his exemplary service and Anthony Campbell for his courage and selflessness in prioritizing the safety of his neighbor, her pets, and her property.

Thank you both for your outstanding actions that day.

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# NORTH COUNTY FIRE

## STAFF REPORT

**TO:** BOARD OF DIRECTORS  
**FROM:** CHIEF McREYNOLDS  
**DATE:** JANUARY 28, 2025  
**SUBJECT:** NCFPD STRATEGIC PLAN UPDATE

### **DISCUSSION AGENDA**

#### **BACKGROUND:**

In August 2022, the Board adopted the NCFPD Strategic Plan, developed in collaboration with Matrix Consulting Group. Since then, staff have been actively working to implement the plan's outlined goals and objectives.

#### **DISCUSSION:**

The Board will receive an update on the progress of the Strategic Plan, which outlines goals across four key areas:

- **Administrative & Organizational Goals**
- **Emergency Operational Goals**
- **Essential Function Goals**
- **Physical Resource Goals**

Each goal has been further categorized as a short-term, intermediate, or long-term strategic priority."

#### **FISCAL ANALYSIS:**

Staff has reviewed and incorporated the fiscal impacts of strategic goals scheduled for implementation over the next five months into the approved FY 2024/25 Final Budget.

#### **SUMMARY:**

This update ensures Directors are kept informed about the progress of the Strategic Plan. Staff will continue to provide regular updates to the Board to promote transparency and ensure alignment with the plan's objectives.

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1 **December 10, 2024**

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

4 **LOCATION: 990 E. MISSION ROAD, FALLBROOK CA 92028**

5 President Pike called the meeting to order at 5:00 p.m.

6 **ALL RECITED THE PLEDGE OF ALLEGIANCE.**

7 **ROLL CALL:**

8 **Present:** Directors Bartholomew, Egkan, Munson, Pike, and Shaw

9 **Absent:** None

10 **Staff Present:** Chief McReynolds, General Counsel Steinke, DFC MacMillan, DC August, FM Fieri,  
11 BC Krumwiede, BC Harrington, IT Specialist Swanger, HR Specialist Goss, Board Clerk Canpinar, and  
12 members of the public and association.

13 **CHANGES TO THE AGENDA:**

14 There were no changes to the December 10, 2024, Regular Board meeting agenda.

15 **PUBLIC ACTIVITIES AGENDA**

16 1. **PUBLIC COMMENT:** President Pike inquired if there were any public comments regarding items  
17 not on the agenda. There being no public comment, the public comment section was closed.

18 Chief McReynolds presented an award to Director Pike for his service as the NCFPD Board  
19 Chair for calendar year 2024.

20 2. **CHALLENGE COIN RECOGNITION:** Chief McReynolds presented a challenge coin to Colton Pavlica,  
21 an active-duty Marine, for rendering aide to an individual in need prior to NCF units arriving on scene.

22 3. **CHALLENGE COIN RECOGNITION:** Chief McReynolds presented a challenge coin Lupe Ruiz for her  
23 quick response to a dumpster fire. Ms. Ruiz extinguished the fire prior to NCF units arriving on scene,  
24 preventing the flames from reaching nearby vegetation.

25 **PRIORITY ACTION AGENDA**

26 4. **OFFICIAL SWEARING-IN AND SEATING OF BOARD MEMBERS – CHIEF McREYNOLDS AND COUNSEL**

27 **STEINKE:** Chief McReynolds introduced Counsel Steinke so she could proceed with the swearing-in  
28 and seating of newly elected Director Mark Bartholomew of District 5, and reelected Directors Jeff  
29 Egkan of District 4 and Ross Pike of District 1.

30 5. **BOARD ELECTIONS OF OFFICERS FOR 2025:** Chief McReynolds informed those present that this is  
31 the time of year the Board is to select officers for the coming year. The new officers are to assume  
32 office at the end of the meeting. President Pike turned the meeting over to Counsel Steinke for the  
33 election of officers. Counsel Steinke called for nominations for President. Director Pike made a  
34 motion to nominate Director Shaw, which was seconded by Director Egkan. Director Shaw accepted  
35 the nomination, and the motion carried by the following vote: **Ayes:** Bartholomew, Egkan, Munson,  
36 Pike, and Shaw. Counsel Steinke asked for nominations for the election of Vice President. Director  
37 Shaw made a motion to nominate Director Egkan, seconded by Director Bartholomew. Director  
38 Egkan accepted the nomination, and the motion carried by the following vote: **Ayes:** Bartholomew,  
39 Egkan, Munson, Pike, and Shaw. At the conclusion of the election, the meeting was returned to  
40 President Pike.

#### 41 **DISCUSSION/PRESENTATION AGENDA**

42 6. **UTILITY TASK VEHICLE (UTV) PRESENTATION:** The District was recently awarded a grant in the  
43 amount of \$50,000 from the San Diego County Community Enhancement Program. Funds were used  
44 to purchase a Prowler C4XM UTV, which allows for expanded rescue capabilities in remote locations.  
45 Engineer Cain provided an overview of the UTV, and then President Pike requested a 10-minute  
46 recess for the Board and Staff to view the vehicle.

#### 47 **ACTION AGENDA**

##### 48 **CONSENT ITEMS:**

49 7. **REVIEW AND ACCEPT REGULAR BOARD MEETING MINUTES FOR OCTOBER 22, 2024.**

50 8. **REVIEW AND ACCEPT FINANCIAL REPORTS FOR SEPTEMBER AND OCTOBER 2024.**

51 9. **REVIEW AND ACCEPT POLICIES & PROCEDURES:**

52 There were no policies or procedures for the December 10, 2024, Regular Board Meeting.

53 10. **REVIEW AND ACCEPT THE MONTHLY OPERATIONS ACTIVITY REPORT FOR OCTOBER AND NOVEMBER**  
54 **2024.**

55 11. **WAIVE THE FULL TEXT READING OF ALL ORDINANCES.**

56 12. **LEASE-TO-OWN PURCHASE AGREEMENT: STRYKER.**

57 President Pike inquired whether there were any questions on consent items 7-12. There being  
58 no discussion and no public comment, President Pike asked for a motion to approve the consent

59 agenda. On a motion by Vice President Shaw seconded by Director Egkan, the motion to approve the  
60 consent agenda passed unanimously.

61 **ACTION ITEMS:**

62 13. **HUMAN RESOURCES: REVISED FINANCE MANAGER POSITION:** Chief McReynolds presented the  
63 revised Finance Manager job description to the Board, as the position is currently vacant. Chief  
64 McReynolds along with HR Specialist Goss determined a more comprehensive job description with  
65 enhanced responsibilities, knowledge, and skills to meet the needs of managing the District's \$27M  
66 annual budget was warranted, as the position will serve as both a strategic financial leader and  
67 accounting manager, overseeing multiple facets of the finance division. After researching similar  
68 finance positions in the region, Staff recommend the base salary range for the position be between  
69 \$146,000 and \$182,000 annually depending on formal qualifications and experience. Director Egkan  
70 noted comparable positions in the area may be from cities and not special districts, to which Chief  
71 McReynolds agreed, indicating the positions listed in the staff report were chosen specifically as they  
72 are from similarly structured agencies. Staff determined keeping the position of finance manager and  
73 not a chief financial officer was appropriate based on the size and current budget of the District.  
74 Director Egkan asked if educational requirements for the position were modified. Chief McReynolds  
75 advised the Board a bachelor's degree is required, with a master's degree and additional certifications  
76 in payroll or as a CPA highly desirable. On a motion by Director Munson seconded by Vice President  
77 Shaw, the motion to approve the revised finance manager position and post the job announcement  
78 with a salary range of \$146,000 to \$182,000 annually passed unanimously.

79 14. **PUBLIC HEARING DATE/TIME CERTAIN DECEMBER 10, 2024, AT 5:05 P.M. TO HOLD A SECOND READING**  
80 **OF ORDINANCE 2024-01, SETTING COMPENSATION FOR THE BOARD OF DIRECTORS OF THE NCFPD:**

81 President Pike declared the public hearing open at 5:45 p.m. Chief McReynolds presented the  
82 proposed ordinance to the Board noting director compensation, currently set at \$100 per meeting, has  
83 not seen an increase in at least 18 years. The NCFPD has never set director compensation by  
84 ordinance and instead has set rates through its adoption of the Expenses Policy and by resolution. The  
85 increase is limited to 5% of the current rate under Health and Safety Code section 13857. If adopted,  
86 Ordinance 2024-01 would set compensation at \$105 per meeting for up to 4 meetings per month,  
87 taking effect at the January 28, 2025, Regular Board Meeting. President Pike asked if there was any

88 public comment on agenda item #14; there being no public comment, the public hearing was closed  
89 at 5:49 p.m. Director Bartholomew asked if the newly adjusted compensation could be retroactive, to  
90 which Counsel Steinke stated it could not. On a motion by Director Bartholomew seconded by Director  
91 Egkan, the motion to adopt Ordinance 2024-01, increasing director compensation to \$105 per meeting  
92 for up to 4 meetings a month, passed by the following roll call vote: **Ayes:** Bartholomew, Egkan,  
93 Munson, Pike, and Shaw.

94 **LEGAL COUNSEL REPORT:** General Counsel Steinke reviewed the report: Update on the Status of the  
95 November 2024 State-wide Ballot Propositions.

96 ● **WRITTEN COMMUNICATION:** Information only; no action required.

97 ● **BOARD RECOGNITION PROGRAM:** Information only; no action required.

98 ● **STAFF REPORTS/UPDATES:**

99 ● **KEITH MCREYNOLDS, FIRE CHIEF:** Chief McReynolds informed the Board of the following  
100 items:

- 101 ○ The annual officer's meeting was well-attended, with all captains and chief officers  
102 participating.
- 103 ○ Fleet Vehicles: Q1 of 2025 the new type 1 engine will arrive, along with a new BC  
104 truck and an additional staff vehicle.
- 105 ○ The Fallbrook Christmas Parade was well-attended, and the District Christmas party  
106 will be held this Friday at Station 1 from 5:30 – 7:30 p.m.

107 ● **CHIEF OFFICERS AND OTHER STAFF: BC HARRINGTON:** BC Harrington provided a training  
108 report update on behalf of BC DeCamp, noting a multi-company training is taking place between  
109 NCF, Oceanside, and Vista Fire Departments. **BC KRUMWIEDE:** BC Krumwiede provided no update  
110 on his areas of responsibility. **DC AUGUST:** DC August provided an update on facility projects. **FM**  
111 **FIERI:** FM Fieri provided updates on the proposed battery storage facilities. President Pike asked  
112 where the location for the new facility would be. FM Fieri said the new project, named Avocado Falls,  
113 will be located adjacent to the current active site at 1309 E. Mission Road. FM Fieri also provide  
114 community risk reduction updates, reminding the Board January 4 will be chipping day at Station 4.

115 **HR SPECIALIST GOSS:** HR Specialist Goss provided staffing updates, noting the preemployment  
116 process for new firefighters and single roles is underway. The District anticipates hiring more EMTs

117 in the new year. **DFC MACMILLAN:** DFC MacMillan provided an overview of the November 8 Garden  
118 Fire, in which the Rainbow Municipal Water District heli-hydrant was utilized approximately 35 times  
119 by air crews; there were no casualties and no homes were lost.

120 ● **BOARD:** Director Egkan reminded the Board he is a member of the LAFCO Special District  
121 Advisory Committee and will report updates regarding Committee business throughout the new year.  
122 President Pike attended the recent NCDJPA meeting and will be providing NCDJPA updates to the  
123 Board throughout the new year. All Directors welcomed newly elected Director Mark Bartholomew  
124 to the Board.

125 ● **BARGAINING GROUPS:** Captain Lewis welcomed Director Bartholomew to the Board.

126 ● **PUBLIC COMMENT:** There was no public comment.

### 127 **CLOSED SESSION**

128 At 6:15 p.m. President Pike inquired whether there was a motion to adjourn to closed session. On a  
129 motion by director Egkan seconded by Vice President Shaw, there was no objection to  
130 adjournment. President Pike read the items to be discussed in closed session and open session  
131 was closed. A short break ensued after the reading of the closed session items. At 6:25 p.m. the  
132 Board entered closed session to hear:

133 **CS-1. ANNOUNCEMENT – PRESIDENT PIKE:**

134 **CS-2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (GOVT. CODE §54956.9(d)(1)): JUUL**  
135 **V. NORTH COUNTY FIRE PROTECTION DISTRICT, ET AL. (SDSC CASE NO.: 24CU016872C)**

136 **CS-3. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (GOVT. CODE §54956.9(D)(2)-**  
137 **(4)): ONE CASE**

138 **CS-4. CONFERENCE WITH LABOR NEGOTIATOR (GOVERNMENT CODE §54957.6): AGENCY REP. – CHIEF**  
139 **McREYNOLDS; EMPLOYEE ORGANIZATION – MANAGEMENT GROUP EMPLOYEES**

140 **CS-5. REPORT FROM CLOSED SESSION – PRESIDENT PIKE:**

141 ● **REOPENING TO OPEN SESSION:**

142 On a motion by Director Egkan seconded by Director Bartholomew which passed unanimously, the  
143 Board returned to open session at 7:13 p.m. and the following items were reported out to the public:

144 **CS-2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (GOVT. CODE §54956.9(d)(1)) JUUL**  
145 **V. NORTH COUNTY FIRE PROTECTION DISTRICT, ET AL. (SDSC CASE No.: 24CU016872C):** There was  
146 no reportable action.

147 **CS-3. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (GOVT. CODE §54956.9(D)(2)-**  
148 **(4)): ONE CASE:** There was no reportable action.

149 **CS-4. CONFERENCE WITH LABOR NEGOTIATOR (GOVERNMENT CODE §54957.6): AGENCY REP. – CHIEF**  
150 **McREYNOLDS; EMPLOYEE ORGANIZATION – MANAGEMENT GROUP EMPLOYEES:** On a motion by  
151 Director Egkan seconded by Vice President Shaw, the motion to authorize the removal of the  
152 Finance Manager position from the Management Group Employee Bargaining Unit passed  
153 unanimously.

154 **ADJOURNMENT**

155 A motion was made at 7:16 p.m. by Vice President Shaw seconded by Director Bartholomew to  
156 adjourn the meeting and reconvene on January 28, 2025, at 5:00 p.m., which motion carried  
157 unanimously.

158  
159 Respectfully submitted,

160  
161 \_\_\_\_\_  
162 Mavis Canpinar

163 Board Clerk

164  
165 Minutes approved at the Board of Director's Meeting on: \_\_\_\_\_  
166



**North County Fire Protection District  
Statement of Revenues and Expenses  
For Period Ending November 30, 2024**

	YTD	FY 25 Final Budget	\$ Budget Variance	% Budget Variance
<b>1 REVENUE</b>				
2 Property Taxes	\$ 2,491,438	\$ 21,356,700	\$ 18,865,262	11.7%
3 Mitigation Fees - CFD	-	500,000	500,000	0.0%
4 Ambulance Revenue	1,890,642	4,500,000	2,609,358	42.0%
5 Fire Prevention Fees	60,376	210,400	150,024	28.7%
6 OES Reimbursement	600,612	-	(600,612)	100.0%
7 GEMT - State Supplement	-	-	-	0.0%
8 Grant Revenue	-	-	-	0.0%
9 Donation Revenue	-	-	-	0.0%
10 Other Revenues	43,597	250,000	206,403	17.4%
11 Interest Income	237,898	400,000	162,102	59.5%
<b>12 TOTAL REVENUE</b>	<b>5,324,564</b>	<b>27,217,100</b>	<b>21,892,536</b>	<b>19.6%</b>
<b>13 EXPENSE</b>				
<b>14 Salaries and Benefits</b>				
15 Salaries	3,271,089	8,285,100	5,014,011	39.5%
16 Overtime	1,577,137	1,500,000	(77,137)	105.1%
17 Single Role Salaries	488,114	1,176,600	688,486	41.5%
18 Single Role Overtime	395,300	760,700	365,400	52.0%
19 FLSA	66,421	162,500	96,079	40.9%
20 Holiday Pay	120,422	295,200	174,778	40.8%
21 Worker's Compensation	41,572	-	(41,572)	100.0%
22 Longevity	37,378	127,700	90,322	29.3%
23 Education	76,644	186,400	109,756	41.1%
24 Bilingual	22,000	52,000	30,000	42.3%
25 Annual Leave Payout	151,440	150,700	(740)	100.5%
26 Sick Leave Payout	46,269	152,400	106,131	30.4%
27 Payroll Taxes	87,464	190,200	102,736	46.0%
28 PERS Classic Safety	607,389	1,451,000	843,611	41.9%
29 PERS PEPRA Safety	139,254	352,700	213,446	39.5%
30 PERS Classic Non-Safety	27,732	76,200	48,468	36.4%
31 PERS PEPRA Non-Safety	76,861	158,600	81,739	48.5%
32 Classic UAL	390,806	907,600	516,794	43.1%
33 PEPRA UAL	8,982	20,900	11,918	43.0%
34 Workers' Comp Insurance	358,987	688,850	329,863	52.1%
35 Pension Obligation Fund Int	264,525	1,242,050	977,525	21.3%
36 Uniforms	12,521	109,600	97,079	11.4%
37 Health Insurance	654,507	1,846,500	1,191,993	35.4%
<b>38 Total Salaries &amp; Benefits</b>	<b>8,922,814</b>	<b>19,893,500</b>	<b>10,970,686</b>	<b>44.9%</b>
<b>39 Operations Expenses</b>				
40 Dispatch Services	289,515	485,300	195,785	59.7%
41 PPGEMT	195,672	400,000	204,328	48.9%
42 Structures & Grounds	207,202	300,000	92,798	69.1%
43 Fuel	92,270	300,000	207,730	30.8%
44 Medical Supplies	66,725	230,000	163,275	29.0%
45 Materials & Equipment	81,985	250,100	168,115	32.8%
46 Liability Insurance	145,560	150,000	4,440	97.0%
47 Ambulance Billing	55,207	179,600	124,393	30.7%
48 Repairs & Maintenance	47,354	138,200	90,846	34.3%
49 Firefighting Equipment	5,656	90,000	84,344	6.3%
50 Safety Equipment & PPE	9,695	118,200	108,505	8.2%
51 Telephone & Cable	31,806	107,600	75,794	29.6%
52 Gas & Electric	27,511	84,500	56,989	32.6%
53 Defib Maintenance	41,282	65,000	23,718	63.5%
54 Kitchen & Janitorial Supplies	2,085	32,000	29,915	6.5%
55 Weed Abatement Expenses	700	10,000	9,300	7.0%
56 Water	10,176	25,900	15,724	39.3%
57 SHSP Grant Funds	-	28,500	28,500	0.0%
58 Public Education Material	37	26,200	26,163	0.1%
59 Maintenance - MDC & AVL	-	15,000	15,000	0.0%
60 Medical & Pre-Emp Exams	-	15,000	15,000	0.0%
61 SCBA Equipment	7,846	12,000	4,155	65.4%

**North County Fire Protection District  
Statement of Revenues and Expenses  
For Period Ending November 30, 2024**

	YTD	FY 25 Final Budget	\$ Budget Variance	% Budget Variance	
62	Small Tools & Minor Equip	2,327	12,400	10,073	18.8%
63	Fleet Maintenance Software	7,130	12,300	5,170	58.0%
64	Trash	4,563	12,300	7,737	37.1%
65	Sewer	553	5,500	4,947	10.0%
66	Hazmat Disposal & Permits	5,647	6,000	353	94.1%
67	EMS Equipment	1,275	9,900	8,625	12.9%
68	Medical Licensing & CERT	936	26,300	25,365	3.6%
69	Emer Incident Meals & Misc.	21,725	5,000	(16,725)	434.5%
70	Trauma Intervention Program	7,800	7,700	(100)	101.3%
71	CERT Program	3,760	5,000	1,240	75.2%
72	Debt Service - Facilities	57,964	1,034,600	976,636	5.6%
73	Capital Reserve Funding	-	1,200,000	1,200,000	0.0%
74	Contingency	-	200,000	200,000	0.0%
75	Undesignated Reserves	-	347,300	347,300	0.0%
76	<b>Total Operations Expenses</b>	<b>1,431,964</b>	<b>5,947,400</b>	<b>4,515,436</b>	<b>24.1%</b>
77	<b>General &amp; Administration Expenses</b>				
78	County Admin Costs	9,371	55,000	45,629	17.0%
79	Computer Materials & Service	52,096	185,500	133,404	28.1%
80	Professional Services	108,093	379,900	271,807	28.5%
81	Legal Services	166,773	150,000	(16,773)	111.2%
82	Professional Development	11,918	110,400	98,482	10.8%
83	Formal Education	27,410	75,000	47,591	36.5%
84	Physicals & Wellness Program	18,612	100,000	81,388	18.6%
85	Memberships & Subscriptions	60,059	70,000	9,941	85.8%
86	Employee Assistance Program	1,238	25,000	23,763	5.0%
87	Meetings & Travel	2,191	33,000	30,809	6.6%
88	Training Materials	1,636	18,000	16,364	9.1%
89	Labor Negotiations	-	7,500	7,500	0.0%
90	Office Expense	4,245	21,000	16,755	20.2%
91	Employee Recognition Program	-	20,000	20,000	0.0%
92	LAFCO Assessment Fee	14,958	15,000	42	99.7%
93	Admin Fees	779	10,000	9,221	7.8%
94	Rents & Lease Equipment	3,069	10,000	6,932	30.7%
95	Advertising & Legal Notices	600	1,500	900	40.0%
96	Board Members Fees	2,100	7,500	5,400	28.0%
97	Personnel Recruitment	3,000	25,000	22,000	12.0%
98	Community Relations	2,601	11,900	9,299	21.9%
99	Board Election	-	45,000	45,000	0.0%
100	<b>Total General &amp; Admin Expenses</b>	<b>490,749</b>	<b>1,376,200</b>	<b>885,451</b>	<b>35.7%</b>
101	<b>TOTAL EXPENSE FROM OPERATIONS</b>	<b>10,845,526</b>	<b>27,217,100</b>	<b>16,371,574</b>	<b>39.8%</b>
102	<b>NET REVENUE / (EXPENSE) BEFORE CAPITAL</b>	<b>\$ (5,520,963)</b>	<b>\$ -</b>	<b>\$ 5,520,963</b>	
103	<b>Capital</b>				
104	Capital - Facilities	1,351,921	9,378,525	8,026,604	14.4%
105	Capital - Apparatus	-	1,420,000	1,420,000	0.0%
106	Capital - Equipment	239,705	642,400	402,695	37.3%
107	Capital - Vehicle	-	225,000	225,000	0.0%
108	<b>TOTAL EXPENSE FROM CAPITAL</b>	<b>1,591,626</b>	<b>11,665,925</b>	<b>10,074,299</b>	<b>13.6%</b>
109	<b>NET REVENUE / (EXPENSE)</b>	<b>\$ (7,112,589)</b>	<b>\$ (11,665,925)</b>	<b>\$ (4,553,336)</b>	

**North County Fire Protection District  
Statement of Revenues and Expenses  
For Period Ending November 30, 2024  
Capital**

	YTD	FY 25 Final Budget	\$ Budget Variance	% Budget Variance	
1	<b>EXPENSE</b>				
2	<b>Capital - Facilities</b>				
3	Station 3 (Rainbow)	903,850	5,749,425	4,845,575	16%
4	Station 4	409,335	3,489,100	3,079,765	12%
5	Station Expansion	38,736	140,000	101,264	28%
6	<b>Total Capital - Facilities</b>	<b>1,351,921</b>	<b>9,378,525</b>	<b>8,026,604</b>	<b>14%</b>
7	<b>Capital - Apparatus</b>				
8	Ambulance Remount (new)	-	210,000	210,000	0%
9	Brush Engine	-	410,000	410,000	0%
10	Type I Engine	-	800,000	800,000	0%
11	<b>Total Capital - Apparatus</b>	<b>-</b>	<b>1,420,000</b>	<b>1,420,000</b>	<b>0%</b>
12	<b>Capital - Equipment</b>				
13	Mobile radios	156,079	308,000	151,921	51%
14	Equipment	-	192,000	192,000	0%
15	UTV	83,626	-	(83,626)	0%
16	Gurney	-	80,000	80,000	0%
17	New Engine Equipment	-	62,400	62,400	0%
18	<b>Total Capital - Equipment</b>	<b>239,705</b>	<b>642,400</b>	<b>402,695</b>	<b>37%</b>
19	<b>Capital - Vehicle</b>				
20	Staff Vehicles	-	225,000	225,000	0%
21	<b>Total Capital - Vehicle</b>	<b>-</b>	<b>225,000</b>	<b>225,000</b>	<b>0%</b>
22	<b>TOTAL EXPENSE</b>	<b>1,591,626</b>	<b>11,665,925</b>	<b>10,074,299</b>	<b>14%</b>

## North County Fire Protection District Reserve Balance

Description	Cash & Investments 11/30/24
<b>Restricted:</b>	
Fallbrook Mitigation	\$ 2,706,184
Rainbow General & Mitigation	50,242
CLASS - Grant & Rainbow Monies for Station 3	3,445,988
CLASS - Grant Monies for Station 4	623,574
<b>Committed:</b>	
Compensated Absences	2,257,217
PASIS Deposit	526,789
Workers Comp	4,585,317
Undesignated Reserves	790,783
<b>Assigned:</b>	
Operating Reserve (Dry yield)	
<b>Unassigned:</b>	
AR - cash not received but owed	2,256,926
General Fund	2,342,160
General Fund - County Loan	(5,850,934)
<b>Total</b>	<b>\$ 13,734,246</b>

# North County Fire Protection District

## *Financial Statement Analysis*

For the Month Ended November 30, 2024 – 42% of Fiscal Year

### Revenue

**Line 2 – Property Taxes** includes tax revenue less refunds assessed by San Diego County for all properties annexed to the district. Year-to-date (YTD) is trending less than budget as a majority of property taxes are received in December and April. Monies received thus far are 67.15% more than received at this time for prior fiscal year.

**Line 3 – Mitigation Fees - CFD** include fees for annexing properties to the district that are currently outside of the district boundaries. YTD does not have any activity.

**Line 4 – Ambulance Revenue** includes all fees owed, less refunds from ambulance services provided by from the district. Ambulance revenue received is trending in line with budget.

**Line 5 – Fire Prevention Fees** includes all fees received for building plans, burn permits, and site inspections. Prevention fees received account for 28.7% of budget.

**Line 6 – OES Reimbursements** includes all reimbursements received for strike team deployments. Strike teams are currently deployed, with reimbursements typically processed within 60 days. Reimbursements have already been received for several strike teams.

**Line 7 – GEMT – State Supplement** (Ground Emergency Medical Transportation) California Welfare and Institutions enacted it back in 2011. It is a supplemental reimbursement. This program ended December 2023. New program is PPGEMT - Public Provider Ground Emergency Medical Transportation Intergovernmental Transfer program. YTD does not have any activity.

**Line 8 – Grant Revenue** includes all revenue received for grants. YTD does not have any activity.

**Line 9 – Donation Revenue** includes all revenue received for donations. YTD does not have any activity.

**Line 10 – Other Revenue** includes Cost Recovery for Fires and Sale of Equipment and Fallbrook Health reimbursements. YTD can trend over/under budget depending on the timing of receipts. Cost Recovery for fire received is \$43k.

**Line 11 – Interest Income** includes all interest received from balances in associated accounts. Interest income from CLASS and County, interest received accounts for 59.5% of budget. YTD is trending over budget due to high cash balances that will begin to significantly decrease in coming months with planned facility upgrades.

### Expense

#### Salaries and Benefits

# North County Fire Protection District

## *Financial Statement Analysis*

For the Month Ended November 30, 2024 – 42% of Fiscal Year

**Line 15 – Salaries** includes salaries for all non-Single Role employees. YTD is trending slightly under budget.

**Line 16 – Overtime** includes the overtime for all non-Single Role employees. YTD is over budget due to strike teams being deployed. Strike team overtime accounts for approximately \$908k. Therefore, overtime budget is trending slightly higher without strike team.

**Line 17 – Single Role Salaries** includes salaries for all Single Role employees. YTD is trending in line with budget.

**Line 18 – Single Role Overtime** includes the amount of time a Single Role employee works after 40 hours per week. YTD is trending over budget.

**Line 19 – FLSA** (Fair Labor Standards Act) United States labor law that creates the right to a minimum wage, and "time-and-a-half" overtime pay when employees work over forty hours a week. Amount is driven by base pay and paid out bi-weekly. YTD is trending slightly under budget due.

**Line 20 – Holiday Pay** is paid out to safety employees only evenly over 26 pay periods due to all safety employees working holidays. YTD is trending slightly under budget due.

**Line 21 – Worker’s Compensation** provides safety employees with medical and wage replacement (4850 pay) benefits that arise from workplace injuries. YTD will be over budget due to not budgeting this line item and the offset budget being in salaries.

**Line 22 – Longevity** includes additional incentive pay given to employees based on their length of service with the district. YTD is trending under budget.

**Line 23 Education** includes additional incentive pay given to employees based on their completion of an associates, bachelor’s or master’s degree. YTD is trending in line with budget.

**Line 24 Bilingual** includes additional incentive pay given to employees for having additional communication skills in Spanish. YTD is trending in line with budget.

**Line 25 Annual Leave Payout** includes lump sum payment for any additional annual leave hours above the set limit and retirement pay outs. Annual Leave Payouts are paid on July 1<sup>st</sup>.

**Line 26 Sick Leave Payout** includes lump sum payment for any additional sick leave hours above the set limit and retirement pay outs. Sick Leave Payouts are paid on June 30<sup>th</sup>.

**Line 27 Payroll Taxes** includes taxes for employer portion on all pay. YTD is trending in line with budget.

**Line 28 PERS Classic Safety** includes employer portion of CalPERS payment made on behalf of the employees. YTD is trending in line with budget.

# North County Fire Protection District

## *Financial Statement Analysis*

For the Month Ended November 30, 2024 – 42% of Fiscal Year

**Line 29 PERS PEPRA Safety** includes employer portion of CalPERS payment made on behalf of the employees. YTD is trending in line with budget.

**Line 30 PERS Classic Non-Safety** includes employer portion of CalPERS payment made on behalf of the employees. YTD is trending under budget.

**Line 31 PERS PEPRA Non-Safety** includes employer portion of CalPERS payment made on behalf of the employees. YTD is trending over budget.

**Line 32 Classic UAL** is the difference between accrued assets (employer contributions and investment earnings) and accrued liabilities (the cost of pension benefits earned) as of the valuation date for all Classic classification employees. YTD is trending in line with budget.

**Line 33 PEPRA UAL** is the difference between accrued assets (employer contributions and investment earnings) and accrued liabilities (the cost of pension benefits earned) as of the valuation date for all PEPRA classification employees. YTD is trending in line with budget.

**Line 34 Workers' Comp Insurance** provides Safety employees (past and present) with medical benefits that arise from workplace injuries. YTD is over budget.

**Line 35 Pension Obligation Fund** are taxable bonds that some state and local governments have issued as part of an overall strategy to fund the unfunded accrued liability (UAL). Payments made in December and June with an administration fee paid August of every year. December's payment made in October.

**Line 36 Uniforms** are provided to the employees to purchase required work attire, reimbursements and paid directly to employee. These expenses are on an as-needed basis and can trend over/under budget. YTD is trending under budget.

**Line 37 Health Insurance** includes health, dental, vision and life insurance provided to employees and Retirees through CalPERS. District pays 90% of the Blue Shield Access+ plan; in lieu of health paid to employees is also included. YTD is trending under budget due to cost increases happening January 1<sup>st</sup>.

### **Operations Expenses**

**Line 40 Dispatch Services** includes fire and medical emergency dispatch services. Payments are made quarterly; therefore, YTD can trend over/under budget.

**Line 41 PP-GEMT** (ground emergency medical transport) QAF/GEMT program terminated at the end of 2022. DHCS developed the Public Provider Ground Emergency Medical Transport (PP-GEMT) Intergovernmental Transfer Program (IGT) to provide increased reimbursements. Payments are made quarterly; the two quarters of the fiscal year has been paid.

# North County Fire Protection District

## *Financial Statement Analysis*

For the Month Ended November 30, 2024 – 42% of Fiscal Year

**Line 42 Structures and Grounds** includes all building repairs and maintenance. These expenses are on an as-needed basis and can trend over/under budget. YTD is trending under budget.

**Line 43 Fuel** costs of fuel for all staff vehicles. These expenses are on an as-needed basis and can trend over/under budget.

**Line 44 Medical Supplies** includes all costs for medical supplies in facilities, vehicles, apparatus, and equipment. These expenses are on an as-needed basis and can trend over/under budget. YTD is trending under budget at 29%.

**Line 45 Materials & Equipment** includes materials and equipment used for all safety personnel vehicles and equipment. These expenses are on an as-needed basis and can trend over/under budget.

**Line 46 Liability Insurance** includes cost to protect the district from claims related to other's bodily injury, property damage, and more. YTD is over budget due to premium being paid in July of every year.

**Line 47 Ambulance billing** are services to recover the costs of emergency medical services associated with transporting a patient to the hospital by ambulance. Currently paying Wittman Enterprises 3.99% of all billings. YTD is trending under budget due to Wittman services being based off a percentage of billings and being one month behind in billing.

**Line 48 Repairs and Maintenance** includes maintenance and subscriptions for all GIS mapping, RCS and pagers. These expenses are on an as-needed basis and can trend over/under budget.

**Line 49 Firefighting Equipment** includes equipment used for safety employees to perform their job effectively and efficiently including, but not limited to, foam, equipment testing, maintenance, chainsaw, clamps, and hoses. These expenses are on an as-needed basis and can trend over/under budget.

**Line 50 Safety Equipment & PPE** is safety and personal protective equipment worn to minimize exposure to a variety of hazards. These expenses are on an as-needed basis and can trend over/under budget.

**Line 51 Telephone & Cable** includes costs for yearly charge for the T1 lines (dispatch) at all the stations and all monthly costs for iPads and tablets. YTD is trending under budget.

**Line 52 Gas & Electric** includes costs for utilities on all facilities. YTD is trending under budget due to bills being one month behind.

**Line 53 Defibrillators Maintenance** - Defibrillators are devices that send an electric pulse or shock to the heart to restore a normal heartbeat, this cost includes service of maintenance of this equipment. These expenses are on an as-needed basis and can trend over/under budget.



# North County Fire Protection District

## *Financial Statement Analysis*

For the Month Ended November 30, 2024 – 42% of Fiscal Year

**Line 54 Kitchen and Janitorial Supplies** include costs for supplies on all facilities. These expenses are on an as-needed basis and can trend over/under budget.

**Line 55 Weed Abatement Expenses** includes contracts for services when property owners have not kept their grasses and weeds within maintenance requirements for a defensible space around their home's clearance for firefighters, all costs are invoiced to homeowners. These expenses are on an as-needed basis and can trend over/under budget.

**Line 56 Water** include costs for water on all facilities. YTD is trending in line with budget.

**Line 57 SHSP Grant Funds** includes grant funds for specific training and equipment. YTD does not have any activity.

**Line 58 Public Education Material** includes informative material printed or electronic to protect the public in the community. YTD is trending under budget.

**Line 59 Maintenance – MDC & AVL** are mobile data computer (MDC) – an in-car computer terminal used to transmit calls and automatic vehicle location (AVL) a device that makes use of the Global Positioning System (GPS) to enable remote tracking of a vehicle's location by using the internet. YTD does not have any activity.

**Line 60 Medical & Pre-Emp Exams** includes cost prior to employment for potential employees, requiring a medical exam. These expenses are on an as-needed basis and can trend over/under budget.

**Line 61 SCBA Equipment** (self-contained breathing apparatus) a respiratory device that contains and delivers breathable compressed air. These expenses are on an as-needed basis and can trend over/under budget. YTD is over budget due to annual maintenance occurring in August.

**Line 62 Small Tools and Minor Equip** includes tools and equipment for safety personnel. These expenses are on an as-needed basis and can trend over/under budget.

**Line 63 Fleet Maintenance Software** which is a software to manage fleet with GPS tracking, routing, and maintenance, currently contracted with Fleetio. YTD is over budget due to the Fleetio annual maintenance contract being paid in August.

**Line 64 Trash** include costs for trash on all facilities. YTD is trending under budget due to bills being one month behind.

**Line 65 Sewer** include costs for sewer on all facilities. YTD is trending under budget due to bills being one month behind.

**Line 66 Hazmat Disposal & Permits** include costs for all hazmat disposal and permits for on all facilities and equipment. These expenses are on an as-needed basis and can trend over/under budget. YTD is trending over budget due to timing of annual permits due.

# North County Fire Protection District

## *Financial Statement Analysis*

For the Month Ended November 30, 2024 – 42% of Fiscal Year

**Line 67 EMS Equipment** is emergency medical service equipment for ambulances. These expenses are on an as-needed basis and can trend over/under budget.

**Line 68 Medical Licensing and CERT** includes certifications for all paramedics, emergency medical technician (EMT) and CPR certifications for all safety personnel. These expenses are on an as-needed basis and can trend over/under budget.

**Line 69 Emer Incident Meals and Misc.** includes costs for meals and accommodations for crews while on a strike team out of the area. These expenses are on an as-needed basis and can trend over/under budget. YTD is over budget due to the amount of deployed personnel.

**Line 70 Trauma Intervention Program (TIP)** is a non-profit organization committed to ensure emotionally traumatized victims receive the assistance needed in emergency situations. YTD is over budget due to premium being paid in July.

**Line 71 CERT Program (Community Emergency Response Team)** educates volunteers about disaster preparedness for the hazards that may occur in the community. These expenses are on an as-needed basis and can trend over/under budget. YTD activity is liability insurance for the CERT Team.

**Line 72 Debt Service – Facilities** includes payments for debt service and potential new debt service to improve all facilities. Debt service on Station 5 and solar payments due semiannually and quarterly, respectively.

**Line 73 Capital Reserve Funding** for all capital planned needs.

**Line 74 Contingency** includes potential expenses for the district to allocate in case of unexpected costs.

**Line 75 Undesignated Reserve** includes digressionary funds for the district to allocate in case of unexpected costs.

### **General and Administrative Expenses**

**Line 78 County Admin Costs** are the fees for county loans used by the district. YTD can trend under/over budget due to timing of county loan payments.

**Line 79 Computer Materials & Service** includes materials and services for all computer related purchases. These expenses are on an as-needed basis and can trend over/under budget. YTD is trending under budget.

**Line 80 Professional Services** includes services needed outside the scope of the district. YTD is trending under budget due to service bills being one month behind.

# North County Fire Protection District

## *Financial Statement Analysis*

For the Month Ended November 30, 2024 – 42% of Fiscal Year

**Line 81 Legal Services** include general legal fees paid by the district. YTD is trending over budget due to the amount of different legal services needed at this time.

**Line 82 Professional Development** includes opportunities for staff to gain new skills through continuing education and career training. These expenses are on an as-requested basis and can trend over/under budget due to timing of education and training classes.

**Line 83 Formal Education** includes opportunities for staff to get formal education with reimbursement available through the district. These expenses are on an as-requested basis and can trend over/under budget due to timing of education classes.

**Line 84 Physicals and Wellness Program** includes worksite health and wellness program to help employees modify their lifestyle and move toward an optimal state of wellness. These expenses can trend over/under budget due to timing of payments.

**Line 85 Memberships and Subscriptions** includes all memberships and subscriptions the district partakes in to keep involvement in organizations and the community. YTD is over budget due to memberships and subscriptions being paid at the beginning of the fiscal year.

**Line 86 Employee Assistance Program** provides assessment, short-term counseling, referral, management consultation, and coaching services available 24 hours a day, 365 days a year. These expenses are on an as-needed basis and can trend over/under budget.

**Line 87 Meetings and Travel** includes offsite meetings and mileage for staff to attend meetings, education, and conferences etc. These expenses are on an as-needed basis and can trend over/under budget.

**Line 88 Training Materials** includes content that are a necessary part of any training program or activity that involves learning acquisition and retention. These expenses are on an as-needed basis and can trend over/under budget.

**Line 89 Labor Negotiations** includes negotiating contracts between Labor and the District to determine terms of employment, including pay, benefits, hours, leave, job health and safety policies, ways to balance work and home life, etc. These expenses are on an as-needed basis and can trend over/under budget.

**Line 90 Office Expense** includes costs related to the operation of the administration building and office supplies needed for district business. These expenses are on an as-needed basis and can trend over/under budget.

**Line 91 Employee Recognition Program** a system through which the achievements and actions of employees are recognized by the District/Board. YTD can trend under/over budget due to timing of recognitions.

# North County Fire Protection District

## *Financial Statement Analysis*

For the Month Ended November 30, 2024 – 42% of Fiscal Year

**Line 92 LAFCO Assessment Fee** (Local Agency Formation Commissions) responsible for coordinating logical and timely changes in local government boundaries. YTD is over budget due to premium being paid in July of every year.

**Line 93 Admin Fees** includes fees for health increase, trust payments and any other services provided by the district. These expenses can trend over/under budget due to timing of payments.

**Line 94 Rents & Lease Equipment** includes costs to rent or lease additional equipment. These expenses can trend over/under budget due to timing of payments and needs of service.

**Line 95 Advertising and Legal Notices** are formal communications and important subject matters that are of significant interest to members of the community. These expenses are on an as-needed basis and can trend over/under budget. YTD is over budget due to the notice for public hearing of the final budget.

**Line 96 Board Member Fees** are fees paid to the Board members to attend meetings. YTD is trending under budget.

**Line 97 Personnel Recruitment** includes costs to recruit new personnel for available positions. These expenses are on an as-needed basis and can trend over/under budget.

**Line 98 Community Relations** includes all costs to partake in community activities and outreach. These expenses can trend over/under budget due to timing of events.

**Line 99 Board Election** includes costs from the County to have election of the Board members. Elections will happen in November 2024.

### **Capital**

**Line 104 Capital – Facilities** includes all costs to update facilities. Current budget includes fire station #3 remodel, fire station #4 and finalizing station 1 expansion.

**Line 105 Capital – Apparatus** includes all costs to purchase and replace apparatus. Current budget includes Type 1, Brush engine, and Ambulance remount.

**Line 106 Capital – Equipment** includes all costs to purchase and replace equipment. Current budget includes new fire engine equipment, mobile radios and gurneys. UTV was purchased and received in FY 24/25, grant monies will be offsetting the cost of the UTV.

**Line 107 Capital – Vehicle** includes all costs to purchase and replace staff vehicles. Current budget includes two new staff vehicles.



# NORTH COUNTY FIRE PROTECTION DISTRICT

## Warrant Register

November 1, 2024 - November 30, 2024

<u>Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Amount</u>
11/1/2024	U.S. BANK CREDIT CARD	EFT \$	14,458.92
11/1/2024	U.S. BANK CREDIT CARD	EFT	28,604.92
11/1/2024	PAYROLL AND BENEFITS	EFT	541,474.51
11/4/2024	PAYROLL AND BENEFITS	EFT	322,985.96
11/4/2024	HEALTH PA BILLING, HEALTH - MEDICAL - OCTOBER	EFT	126,174.86
11/4/2024	CLOSETWORLD	EFT	12,559.00
11/4/2024	PITNEY BOWES	EFT	441.99
11/6/2024	FALLBROOK WASTE	EFT	1,068.71
11/7/2024	ATT	EFT	2,501.42
11/7/2024	CHASE CREDIT	EFT	36,213.04
11/8/2024	FPUD	EFT	52.09
11/8/2024	PAYROLL AND BENEFITS	EFT	199,401.47
11/8/2024	FPUD	EFT	650.31
11/8/2024	SD GAS & ELEC	EFT	10.00
11/12/2024	BOYETT & SO	EFT	4,607.66
11/12/2024	SD GAS & ELEC	EFT	1,536.27
11/13/2024	COX COMM	EFT	493.52
11/14/2024	SD GAS & ELEC	EFT	4,354.43
11/14/2024	ACE UNIFORMS LLC	68142	308.49
11/14/2024	ARDUENGO INVESTIGATIONS	68143	1,615.00
11/14/2024	ASCENSUS	68144	2,300.00
11/14/2024	CASELLE INC.	68145	2,210.00
11/14/2024	CROSS CONNECTIONS	68146	1,706.32
11/14/2024	ELLIS INVESTIGATIONS LAW CORPORATION	68147	36,063.50
11/14/2024	ERICKSON-HALL CONSTRUCTION	68148	30,095.00
11/14/2024	FALLBROOK OIL COMPANY	68149	5,841.58
11/14/2024	HI-TECH E.V.S. INC.	68150	466.73
11/14/2024	HOWELLS GOVERNMENT RELATIONS	68151	7,500.00
11/14/2024	KOSMONT REALTY	68152	2,002.00
11/14/2024	L.N. CURTIS & SONS	68153	939.58
11/14/2024	LAWSON PRODUCTS INC.	68154	415.05
11/14/2024	MICHAEL BAKER INTERNATIONAL	68155	5,000.00
11/14/2024	NATIONWIDE MEDICALL/SURGICAL	68156	694.12
11/14/2024	O'REILLY AUTO PARTS	68157	439.33
11/14/2024	PALOMAR COLLEGE CASHIER'S OFFICE	68158	1,775.00
11/14/2024	PINE TREE LUMBER	68159	37.13
11/14/2024	RENEWELL FLEET SERVICES	68160	1,777.71
11/14/2024	RUSTY WALLIS INC	68161	162.00
11/14/2024	SAFETY-KLEEN CORP	68162	286.86
11/14/2024	SAN DIEGO FRICTION PRODUCTS INC.	68163	191.60
11/14/2024	SUNSHINE WATER SOFTENERS & MORE	68164	252.50
11/14/2024	U.S. BANK ST. PAUL CM-9705	68165	263,524.71

<u>Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Amount</u>
11/14/2024	ULINE	68166	152.76
11/14/2024	VERIZON WIRELESS	68167	1.29
11/14/2024	WITTMAN ENTERPRISES LLC	68168	15,502.57
11/15/2024	PAYROLL AND BENEFITS	EFT	627,151.19
11/21/2024	HEALTH PA BILLING, HEALTH - MEDICAL - NOVEMBER	EFT	122,091.53
11/25/2024	ACE UNIFORMS LLC	68169	248.95
11/25/2024	ASBURY ENVIRONMENTAL SERVICES	68170	164.00
11/25/2024	AT&T	68171	2,216.23
11/25/2024	BURKE WILLIAMS & SORENSEN LLP	68172	20,492.20
11/25/2024	CALIFORNIA TREE SERVICE	68173	5,000.00
11/25/2024	COMPRESSED AIR SPECIALTIES, INC	68174	592.63
11/25/2024	COUNTY OF SAN DIEGO - RCS	68175	6,154.50
11/25/2024	DAY WIRELESS SYSTEMS	68176	1,286.45
11/25/2024	ELLIS INVESTIGATIONS LAW CORPORATION	68177	2,739.00
11/25/2024	FALLBROOK CHAMBER OF COMMERCE	68178	25.00
11/25/2024	FALLBROOK EQUIPMENT RENTALS	68179	36.52
11/25/2024	FALLBROOK OIL COMPANY	68180	3,127.60
11/25/2024	FALLBROOK OVERHEAD DOORS AND ENTRY GATES	68181	380.00
11/25/2024	FOWLER PLUMBING	68182	2,500.00
11/25/2024	HOWELLS GOVERNMENT RELATIONS	68183	7,500.00
11/25/2024	KEN GRODY FORD CARLSBAD	68184	581.37
11/25/2024	KIMBALL MIDWEST	68185	1,076.39
11/25/2024	LIFE-ASSIST INC	68186	8,503.60
11/25/2024	NAPA AUTO PARTS	68187	42.52
11/25/2024	OSTARI	68188	1,850.00
11/25/2024	POSTAL ANNEX #25	68189	18.31
11/25/2024	PROPANE WEST COAST	68190	204.79
11/25/2024	RINCON CONSULTANTS INC	68191	6,577.56
11/25/2024	SAFETY-KLEEN CORP	68192	2,727.80
11/25/2024	SEPTIC SOLUTIONS	68193	5,522.00
11/25/2024	SHERWIN-WILLIAMS CO.	68194	49.69
11/25/2024	STRYKER MEDICAL	68195	27,311.97
11/25/2024	TELACU CONSTRUCTION MANAGEMENT	68196	382,707.19
11/25/2024	ULINE	68197	413.67
11/25/2024	VELOCITY TRUCK CENTERS	68198	2,379.86
11/25/2024	WITTMAN ENTERPRISES LLC	68199	13,923.13
11/25/2024	WORLD ADVANCEMENT OF TECHNOLOGY	68200	8,050.00
11/26/2024	PAYROLL AND BENEFITS	EFT	639,856.43
11/26/2024	FRANCHISE TAX BOARD	68201	3,419.86
11/29/2024	PASIS	EFT	30,490.59
11/30/2024	BOYETT & SO	EFT	11,803.08
			<b>\$ 3,628,065.52</b>



**NORTH COUNTY FIRE  
PROTECTION DISTRICT  
STAFF REPORT**

**TO:** BOARD OF DIRECTORS  
**FROM:** CHIEF McREYNOLDS  
**DATE:** JANUARY 28, 2025  
**SUBJECT:** APPROVAL OF POLICIES AND PROCEDURES

The following Policies and Procedures are being presented for review and approval:

1. Administration – Rules and Regulations – Interdepartmental Communications – Records Retention and Reports: Revisions to ensure compliance while improving efficiency by implementing the adoption of digital storage methods.

\*\*The clean version is attached first, followed by the revised draft.



# NORTH COUNTY FIRE PROTECTION DISTRICT

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### RECORDS RETENTION AND REPORTS

#### 1.0. **PURPOSE:**

- 1.1. To define Department Policy covering the use, dissemination, release, destruction and retention of all District records.

#### 2.0. **POLICY:**

- 2.1. North County Fire Protection District employees will abide by this policy in the use, dissemination, release, destruction and retention of all District records, to assure that legal and ethical responsibilities are maintained and followed as prescribed by law.

#### 3.0. **RESPONSIBILITY:**

- 3.1. It is every employee's responsibility to assure that all records, Forms and correspondence are accurately completed, properly routed and retained as per this policy. The Fire Chief or designee shall appoint and assign a Custodian of Records, who will be responsible for all District records used in the course of normal business that are released to any agency, public or private entity or individual by policy or law. The Custodian of Records shall assure all District records are stored and retained in a manner prescribed by this policy, to meet all legal and regulatory requirements. Refer to 5 Code of Federal Regulations Section 1320, Government Code Sections 7920.000, *et. al.*, Government Code (Chapter 7), Code of Civil Procedure Section 1798 and California Code of Regulations, Title 8, Section 3204.

#### 4.0. **PROCEDURE FOR PRODUCTION OF RECORDS:**

- 4.1. Upon receipt of a request for records, the District must release all responsive records subject to the California Public Records Act (Government Code sections 7920.000, *et. al.*)(“CPRA”) and shall justify withholding any record by reference to any applicable provisions under applicable exemptions contained in the CPRA or other applicable law. Please refer to the Government Code for applicable exemptions.
- 4.2. The District must disclose to the requesting party the specific provisions of the CPRA or other applicable law or policy relied upon in withholding any record.

- 5.0. **COPIES OF RECORDS:** Any person may receive a copy of any identifiable public record or copy thereof. Upon request, an exact copy shall be provided unless





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impracticable to do so. Computer data shall be provided in a form determined by the District.

#### 5.1. TIMING OF RESPONSE:

5.1.1. Upon any request for a copy of records, the District shall determine within ten days after the receipt of such request whether to comply with the request and shall immediately notify the person making the request of such determination and the reasons therefore.

5.1.1.1. EXTENSION OF TIMING FOR UNUSUAL CIRCUMSTANCES: In unusual circumstances, the time limit prescribed above may be extended by written notice of the Fire Chief or designee to the person making the request setting forth the reasons for the extension and the date on which a determination is expected to be dispatched. No such notice shall specify a date that would result in an extension for more than ten working days. As used in this section "unusual circumstances", means, but only to the extent reasonably necessary to the proper processing of the particular request:

5.1.1.1.1. The need to search for and collect the requested records from field facilities or other establishments that is separate from the office processing the request.

5.1.1.1.2. The need to search, for collect and appropriately examine a voluminous amount of separate and distinct records which are demanded in a single request.

5.1.1.1.3. The need for consultation, which shall be conducted with all practicable speed, with another agency having a substantial interest in the determination of the request or among two or more components of the agency having substantial subject matter interest therein.

5.1.1.1.4. The availability of District personnel to monitor requests for examination of records.

5.2. MEDICAL RECORDS: Medical records of patients treated by NCFPD personnel may only be released to that individual or to the parent or legal guardian of that individual. Records may be released to a third party on behalf of the patient provided the third party presents a written release of medical records from the patient and proof of identification.

5.3. Medical records may be released to law enforcement or the medical examiner's



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office under certain circumstances without patient consent.

5.4. **INVESTIGATION REPORTS:** (Arrests, fires, case files, etc.): These records shall not be released until the court issues a finding, which results in termination of the case. If no court action, investigation reports may be released upon termination of investigation or subpoena.

6.0. **FEES:**

6.1. Upon receipt of request for a copy of records which reasonably describes an identifiable record for information produced therefrom, the District shall make the records available as provided in this policy to any person, upon payment of fees covering direct costs of duplication.

6.1.1. For all subpoenaed records, the duplication fee shall be established at 10 cents per copy, plus \$16.00 per hour (Based on a rate of \$4.00 per quarter hour increment) for processing. Actual costs shall be charged for postage and photographs for medical records (California Evidence Section 1158; California Evidence Code 1560 (e) through 1563(b); Code of Civil Procedure 2020 through 2025). The District is not obligated to deliver subpoenaed records until payment is made per Section 1563 (2) unless prior arrangements have been made for payment to be sent after delivery.

6.1.2. For fire and other types of non-medical records the fee shall be based at 10 cents per page for standard reproduction 8-1/2 x 14 inches or less and 20 cents per page for oversize documents. The reproduction rate is \$24.00 per hour per person, computed on a six dollar (\$6.00) per quarter hour or fraction thereof. Postage is calculated at actual postage charge and actual cost of photograph production (California Evidence Code Section 1563).

6.1.3. Submit a Request for Records Invoice to the requester.

7.0. **SUBPOENA OF RECORDS (DUCES TECUM):**

7.1 Subpoenas of Record shall be released in accordance with state procedural law.

7.2 **RETENTION OF ORIGINAL SUBPOENAED RECORDS:**

7.2.1. When a Court requests the original documents, a digital copy of the original shall be filed as determined by the Custodian of Record.



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8.0. **SEGREGABLE RECORDS**: Any reasonably segregable portion of the records shall be provided to any person requesting such record after deletion of the portions which are exempt by law.

9.0. **STORAGE**:

9.1. All District records shall be retained and stored in a digital format. Any document required to be stored and is not in a digital format then it will be stored in a manner that will assure records will not be exposed to deterioration, physical damage or loss, prior to legally authorized date of destruction. When items are stored electronically, physical copies can be destroyed by professional destruction methods, such as shredding (referenced in section 12.0 .). All financial records are stored on an annual fiscal cycle for a minimum of 7 years. All records other than financial are stored on a calendar-year basis. Retention of records and destruction of records is governed by Government Code sections 60200 through 60203.

9.2. **BOARD AND EXECUTIVE OFFICE**:

9.2.1. **BOARD MEETING MINUTES**: Board meeting records (resolutions, minutes, agendas, ordinances) shall be kept in perpetuity in a digital format.

9.2.2. **CLAIMS**: Active Civil Liability Claims are retained in a digital format until the conclusion of the claim. Adjudicated/settled claims are stored in a digital format.in perpetuity.

9.2.3. **CONTRACTS**: Contract originals are kept electronically for reference up to five years after the execution of the contract.

9.2.4. **GRIEVANCES**: Retained in records file in a digital format for a minimum of three years.

9.2.5. **DISCRIMINATION/HARASSMENT COMPLAINTS**: Retained in records file in a digital format for a minimum of 5 years.

9.2.6. **PERSONNEL/MEDICAL**: Personnel & Medical files are located and retained electronically as specified in the Personnel Files Policy. Upon termination of employment, personnel records are to be archived electronically.

9.3. **TRAINING**:



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- 9.3.1. Training records are retained on the main software used by the District for a minimum of three (3) years
- 9.4. EMERGENCY INCIDENT: Emergency incident records and reports, including Fire Reports and EMS reports, are retained for a total of five (5) years and shall be maintained and stored by the District's incident and EMS management software. Incident radio traffic can be requested through Dispatch via Operations Chief or their designee.
- 9.5. BUSINESS AND FINANCIAL RECORDS: Office work product, (i.e. notes, drafts etc.) may be destroyed upon final document completion of work product by shredding or deletion for a minimum of two years (2) All other business and financial records are retained electronically for a total of seven (7) years.
- 9.5.1. Payroll Reports;
- 9.5.2. Accounts Payable & Accounts Receivable;
- 9.5.3. Receipts;
- 9.5.4. Audit Information;
- 9.5.5. Tax Apportionment Sheets;
- 9.5.6. Controller's Documents;
- 9.5.7. Benefit Information;
- 9.5.8. FIXED ASSETS: Keep records in a digital format until sold for a minimum of two years.
- 9.6. ACCIDENT/INJURY INVESTIGATION: All documents pertaining to Accident/Injury investigation findings will be filed electronically in the accident report file for a minimum of two years.
- 9.7. INVESTIGATIONS/ARSON INVESTIGATION: All arson cases are stored in the Arson Investigation Unit digitally or in storage when necessary.
- 9.7.1. CITIZEN COMPLAINTS: Five (5) years.



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- 9.7.2. VIOLATION NOTICES: Three (3) years.
- 9.7.3. NON-FILED CRIMINAL CASES: Three (3) years.
- 9.7.4. INVESTIGATION REPORTS: Five (5) years.
- 9.7.5. ARSON CONVICTION CASES: Hold until all appeals are adjudicated.
- 9.7.6. JUVENILE RECORDS: Five (5) years. Retain as noted above, depending upon outcome of case. Kept in separate and locked juvenile records file.
- 9.8. FIRE PREVENTION: All fire prevention records listed below are to be retained for a minimum of three (3) years per California Fire Code. Additional recommended retention is as follows:
  - 9.8.1. OCCUPANCY INSPECTION RECORDS: Three (3) years. Kept in Occupancy inspection file.
  - 9.8.2. WEED ABATEMENT: Three (3) years. Kept in Weed Abatement Inspection file.
  - 9.8.3. Sprinkler Plans / Fire Alarm Plans: Life of Building. Kept in plan file for current calendar year or until completed, then archived electronically.
- 9.9. Retention of Records Not Otherwise Mentioned. All records, papers and documents not otherwise listed may be scanned as archival records or destroyed so long as such disposal is consistent with Government Code sections 60200 through 60203 as well as the State Controller's Guidelines.
- 10.0. **ARCHIVING OF RECORDS**:
  - 10.1. When records or documents are removed from the work area and are to be archived they shall be placed in an approved, labeled container, citing contents and destruction date. The records will then be moved to the District's secured storage facility.
- 11.0. **ELECTRONIC ARCHIVING OF RECORDS**:
  - 11.1. DESTRUCTION OF RECORDS AFTER SCANNING: Any record not expressly required by law to be filed and preserved in original form may be destroyed at any



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time after it is electronically stored in conformance with the requirements of Government Code Section 60203.

11.2. **DESTRUCTION OF DUPLICATES:** Pursuant to Government Code Section 60200, any duplicate record, paper or document, the original or a permanent photographic copy of which is in the files of the District, may be destroyed after confirmation that such original or permanent photographic copy remains on file in the District.

12.0. **DESTRUCTION OF ARCHIVED RECORDS:**

12.1. **AUTHORIZATION FOR DESTRUCTION OF RECORDS:** Records may be destroyed in accordance with the Record Retention Schedule set forth in section 12.3. as the approved schedule for the District is in compliance with Government Code Sections 60200 et seq., and after such records have been retained for the time periods and according to the process set forth therein, such records may be destroyed.

12.2. The Custodian of Record or designee shall identify those records determined to have met their destruction date. Professional destruction methods of physical copies, such as shredding, are required to ensure that sensitive information cannot be recovered. These records shall be inventoried as to number of containers and contents to be shredded. A listing of contents of each container and type of records shall be sent to the Board Clerk and placed on the next regular Board meeting agenda for resolution to destroy. The Custodian of Record shall maintain a list of the types of records destroyed or disposed of by category.

12.3. A table timeline for retention of documents is found below. **If these records are stored digitally, physical copies can be destroyed.**

Content	Duration
Formation, change, or reorganization of District	Permanent (electronic or physical)
Financial Records	7 years minimum
Board Secretary Documents	Permanent (electronic or physical)
Civil Liability Claims	Once closed 2 years
Contracts	5 years after completion
Grievances	3 years after completion
Discrimination/harassment	5 years after completion



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Personnel	7 years after separation of employee
Medical	7 years from the date of injury or last payment of benefits
Emergency Incident Records	5 years after completion
Workers Compensation	Length of employment plus 30 years
Training	3 years from the date of event
Investigation/Arson	5 years after completion
Sprinkler/Fire Alarm Plans	Permanent (electronic or physical)
Fire Prevention	3 years from date of event



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### RECORDS RETENTION AND REPORTS

#### 1.0. **PURPOSE:**

1.1. To define Department Policy covering the use, dissemination, release, destruction and retention of all District records.

#### 2.0. **POLICY:**

2.1. North County Fire Protection District employees will abide by this policy in the use, dissemination, release, destruction and retention of all District records, to assure that ~~the~~ legal and ethical responsibilities are maintained and followed as prescribed by law.

#### 3.0. **RESPONSIBILITY:**

3.1. It is every employee's responsibility to assure that all records, Forms and correspondence are accurately completed, properly routed and retained as per this policy. The Fire Chief or ~~his~~ designee shall appoint and assign a Custodian of Records, who will be responsible for all District records used in the course of normal business that are released to any agency, public or private entity or individual by policy or law. The Custodian of Records shall assure all District records are stored and retained in a manner prescribed by this policy, to meet all legal and regulatory requirements ~~for all documents and records per Federal, State, Local laws and Ordinances~~. Refer to 5 Code of Federal Regulations Section 1320, Government Code Section 6254 Government Code Sections 7920.000, et. al., Government Code (Chapter 7), Code of Civil Procedures Section 1798 and California Code of Regulations, Title 8, Section 3204.

#### 4.0. **PROCEDURE FOR PRODUCTION OF RECORDS:**

4.1. **EXEMPT RECORDS:** ~~Upon receipt of a request for records, t~~The District must release all responsive records subject to the California Public Records Act (Government Code sections 7920.000, et. al.)("CPRA") and shall— justify withholding any record by demonstrating that the record in question is exempt under by reference to any applicable express provisions of this policy District policy [Refer to the Release of Information Policy for more information] or, that on the facts of the particular case the public interest is best served by not making the record public, under applicable exemptions contained in the CPRA or other applicable law. Please refer to the Government Code for applicable exemptions. The following records are exempt from public access and review [Refer to the Release of Information Policy for more information]:





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4.1.4.2. The District must disclose to the requesting party the specific provisions of the CPRA or other applicable law or policy relied upon in withholding any record.

~~4.1.1. Preliminary drafts, notes, or inter-district or intra-district memoranda, which are not retained by the District in the ordinary course of business, provided that the public interest in withholding those records clearly outweighs the public interest in disclosure.~~

DRAFT



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- ~~4.1.2. Records pertaining to pending litigation to which the District is a party or the claims made pursuant to Division 3.6 of Title 1 of the Government Code until the pending litigation or claim has been finally adjudicated or otherwise settled.~~
- ~~4.1.3. Personnel, medical, or similar files, the disclosure of which would constitute an unwarranted invasion of personal privacy.~~
- ~~4.1.4. Test questions, scoring keys and other examination data used to administer an examination for employment or academic examination except as provided for in the Education Code.~~
- ~~4.1.5. The contents of real estate appraisals or engineering or feasibility estimates and evaluations made for or by the District relative to the acquisition of property, or to perspective District supply and construction contracts, until all of the property has been acquired or all of the contract agreement obtained, provided, however, the law of eminent domain shall not be effected by this provision.~~
- ~~4.1.6. Records, the disclosure of which is exempted or prohibited pursuant to provisions of federal or state law, including, but not limited to, provisions of the Evidence Code relating to privilege.~~
- ~~4.1.7. Memoranda submitted to the District Board of Directors by legal counsel pursuant to Section 54956.9 of the Government Code until the pending litigation has been finally adjudicated or otherwise settled.~~
- ~~4.1.8. Any all and all records, information pertaining to current and on going investigations conducted by District personnel.~~
- ~~4.1.9. Home addresses and home telephone numbers of District employees (including Board Members) except that disclosure may be made as follows:~~
- ~~4.1.9.1. To an agent, or a family member of the individual to whom the information pertains.~~
  - ~~4.1.9.2. If to an officer or employee of another public agency when necessary for the performance of its official duties.~~
  - ~~4.1.9.3. To an employee organization pursuant to regulations adopted by the Public Employment Relations Board.~~
  - ~~4.1.9.4. To an agent or employee of a health benefit plan providing health services or administering claims for health services to District employees and their enrolled dependents for the purpose of~~



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~~providing the health services or administering claims for employees and their enrolled dependents.~~

5.0. **COPIES OF RECORDS:** Any person may receive a copy of any identifiable public record or copy thereof. Upon request, an exact copy shall be provided unless impracticable to do so. Computer data shall be provided in a form determined by the District.

5.1. **TIMING OF RESPONSE:**

5.1.1. Upon any request for a copy of records, the District shall determine within ten days after the receipt of such request whether to comply with the request and shall immediately notify the person making the request of such determination and the reasons therefore.

5.1.1.1. **EXTENSION OF TIMING FOR UNUSUAL CIRCUMSTANCES:** In unusual circumstances, the time limit prescribed above may be extended by written notice of the Fire Chief or designee to the person making the request setting forth the reasons for the extension and the date on which a determination is expected to be dispatched. No such notice shall specify a date that would result in an extension for more than ten working days. As used in this section "unusual circumstances", means, but only to the extent reasonably necessary to the proper processing of the particular request:

5.1.1.1.1. The need to search for and collect the requested records from field facilities or other establishments that is separate from the office processing the request.

5.1.1.1.2. The need to search, for collect and appropriately examine a voluminous amount of separate and distinct records which are demanded in a single request.

5.1.1.1.3. The need for consultation, which shall be conducted with all practicable speed, with another agency having a substantial interest in the determination of the request or among two or more components of the agency having substantial subject matter interest therein.

5.1.1.1.4. The availability of District personnel to monitor requests for examination of records.

5.2. **MEDICAL RECORDS:** Medical records of patients treated by NCFPD personnel may only be released to that individual or to the parent or legal guardian of that



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individual. Records may be released to a third party on behalf of the victim/patient provided the third party presents a written release of medical records from the victim/patient and proof of identification.

5.2-5.3. Medical records may be released to law enforcement or the medical examiner's office under certain circumstances without patient consent.

5.3-5.4. INVESTIGATION REPORTS: (Arrest, fire, hazardous material, case files, etc.): These records shall not be released until the court issues a finding, which results in termination of the case. If no court action, investigation reports may be released upon termination of investigation or subpoena.

#### 6.0. **FEES:**

6.1. Upon receipt of request for a copy of records which reasonably describes an identifiable record for information produced therefrom, the District shall make the records available as provided in this policy to any person, upon payment of fees covering direct costs of duplication.

6.1.1. For all subpoenaed records, the duplication fee shall be established at 10 cents per copy, plus \$16.00 per hour (Based on a rate of \$4.00 per quarter hour increment) for processing. Actual costs shall be charged for postage and photographs for medical records ([California Evidence Section 1158](#); [California Evidence Code 1560 \(e\) through 1563\(b\)](#); [Code of Civil Procedure 2020 through 2025](#)). The District is not obligated to deliver subpoenaed records until payment is made per Section 1563 (2) unless prior arrangements have been made for payment to be sent after delivery. Refer to the [Subpoenas Policy](#) for personnel subpoenas.

~~6.1.2.~~ For fire and other types of non-medical records the fee shall be based at 10 cents per page for standard reproduction 8-1/2 x 14 inches or less and 20 cents per page for oversize documents. The reproduction rate is \$24.00 per hour per person, computed on a six dollar (\$6.00) per quarter hour or fraction thereof. Postage is calculated at actual postage charge and actual cost of photograph production ([California Evidence Code Section 1563](#)).

~~6.1.3-6.1.2. Complete copies of Board Packages may be obtained for a flat rate fee of \$15.00.~~

~~6.1.4-6.1.3.~~ Submit a [Request for Records Invoice](#) to the requester.



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#### 7.0. SUBPOENA OF RECORDS (DUCES TECUM):

7.1 Subpoenas of Record shall be released in accordance with state procedural law.

~~6.2. Upon receipt of a subpoena for records in a criminal action the Custodian of Record or other qualified witness has five (5) days or to act upon the request, or sooner if previously arranged and fifteen (15) days in a civil action or time agreed upon with person serving subpoena.~~

~~6.2.1. Court Request. If the records are requested by the court, Judge or clerk of the court, the copy of the records shall be separately enclosed in an inner envelope or wrapper with the title and number of the action, name, of witness, date of subpoena clearly inscribed thereon; the sealed envelope shall then be enclosed in an outer envelope or wrapper, sealed, and directed as follows:~~

~~6.2.1.1. If the subpoena directs attendance in court, to the clerk of the court or to the Judge thereof if there is no clerk.~~

~~6.2.1.2. If the subpoena directs attendance at a deposition, to the officer before whom the deposition is to be taken, at the place designated in the subpoena for the taking of the deposition or at the officer's place of business.~~

~~6.2.1.3. In other cases, to the officer, body or tribunal conducting the hearing, at like address.~~

~~6.2.1.4. As an alternative to this procedure, the subpoenaing party may direct the witness to make the records available for inspection or copying by the party's attorney, the attorney's representative or deposition officer as described in paragraph (3) of subdivision (d) of Section 2020 of the Code of Civil Procedure, at the witness business address under reasonable conditions during normal business hours. Normal business hours, as used in this subdivision means those hours that the business of the witness is normally open for business to the public. When provided with at least five business day's advanced notice by the party's attorney, attorney's representative, or deposition officer, the witness shall designate a time period of not less than six continuous hours on a date certain for copying of records subject to the subpoena by the party's attorney, attorney's representative or deposition officer. It shall be the responsibility of the~~



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~~attorney's representative to deliver any copies of the records as directed in the subpoena. Disobedience to the subpoena issued to pursuant to this subdivision is punishable as provided in subdivision (h) of Section 2020. (The District prefers not to use the alternative method).~~

~~6.2.2. Opening of Records: Unless the parties to the proceeding otherwise agree, or unless the sealed envelope or wrapper is returned to a witness who is to appear personally, the copy of the records shall remain sealed and shall be opened only at the time of trial, deposition, or other hearing upon the direction of the judge, officer, body or tribunal conducting the proceeding, and in the presence of all parties who have appeared in person or by counsel at the trial, deposition or hearing.~~

~~6.2.3. Return of Records: Records which are original documents and which are not introduced in evidence or required as part of the record shall be returned to the person or entity from whom received. Records which are copies may be destroyed.~~

~~6.2.4. Affidavit Accompanying Records: The requested records shall be accompanied by the affidavit of the custodian or other qualified witness, stating in substance each of the following:~~

~~6.2.4.1. The affiant is the duly authorized custodian of the records or other qualified witness and has authority to certify the records.~~

~~6.2.4.2. The copy is a true copy of all the records described in the subpoena duces tecum or pursuant to subdivision (e) of Section 1560 of the Evidence Code, the records were delivered to the attorney, the attorney's representative, or deposition officer for copying at the custodian's or witness' place of business, as the case may be.~~

~~6.2.4.3. The records were prepared by the personnel of the business in the ordinary course of business at or near the time of the act, condition or event.~~

~~6.2.4.4. The identity of the records.~~

~~6.2.4.5. A description of the mode of preparation of the records~~

~~6.2.4.6. When the records described in the subpoena are delivered to the attorney, representative or deposition officer for copying, the copied records shall be accompanied by an affidavit by the attorney, representative or deposition officer stating that the copy is a true copy of all records delivered. (Per Civil Code of Procedure Section 2020 and Section 1560 through 1567 of the Evidence Code).~~



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~~6.2.5. **INCOMPLETE RECORDS:** If the District has none of the records described, or only part thereof, the custodian or other qualified witness shall so state in the affidavit, and deliver the affidavit and those records that are available in one of the manners provided in Section 1650 of the Evidence Code.~~

#### 6.3.7.1. RETENTION OF ORIGINAL SUBPOENAED RECORDS:

~~6.3.1. When a Court requests the original documents, a digital copy of the original shall be filed as determined by the Custodian of Record. placed in the "Current Litigation" file with all supportive documentation. Contact the Court, client's attorney, representative, or deposition officer when finished with original records.~~

~~6.3.2. When copies are requested by subpoena and are removed from storage they shall be processed, and original records placed in a separate storage folder, labeled active litigation, transferred to the fire prevention office and placed in the current year arson investigation file cabinet (in the "current litigation" file). Subpoenaed records in this folder shall be kept for five years from date of request or until adjudicated.~~

7.0.8.0. **SEGREGABLE RECORDS:** Any reasonably segregable portion of the records shall be provided to any person requesting such record after deletion of the portions which are exempt by law. ~~Segregable information would include juvenile information, medical information, etc.~~

#### 8.0.9.0. **STORAGE:**

8.1.9.1. All District records shall be retained and stored in a digital format. Any document required to be stored and is not in a digital format then it will be stored in a manner that will assure records will not be exposed to deterioration, physical damage or loss, prior to legally authorized date of destruction. All financial records are stored on an annual fiscal cycle for a minimum of 5 years. ~~for a minimum of two years.~~ All records other than financial are stored on a calendar-year basis. Retention of records and destruction of records is governed by Government Code sections 60200 through 60203.

#### 8.2.9.2. BOARD AND EXECUTIVE OFFICE:



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~~8.2.1.9.2.1. HISTORICAL RECORDS: Historical records shall be maintained and kept for perpetuity in the fire safe.~~

~~8.2.2.9.2.2. BOARD MEETING MINUTES: Board meeting records shall be kept in perpetuity in a ~~fire proof safe.~~ In a digital format.~~

~~8.2.3.9.2.3. CLAIMS: Active Civil Liability Claims are retained in a digital format until the conclusion of the claim. ~~the records file in CEO office.~~ Adjudicated/settled claims are stored in a digital format for perpetuity. ~~the fire safe in perpetuity.~~~~

~~8.2.4.9.2.4. CONTRACTS: Contract originals are kept online for reference up to five years after the execution of the contract. ~~for the duration of the contract plus five (5) years.~~ ~~Originals are kept in the fire safe.~~~~

~~8.2.5.9.2.5. GRIEVANCES: Retained in records file in a digital format for a minimum of three years. ~~Fire Chief/CEO office for five (5) years from date of settlement.~~~~

~~8.2.6.9.2.6. DISCRIMINATION/HARASSMENT COMPLAINTS: Retained in records file in a digital format for a minimum of 5 years. ~~CEO office for five (5) years from date of settlement resolution.~~~~

~~8.2.7.9.2.7. PERSONNEL/MEDICAL: Personnel & Medical files are located and retained as specified in the Personnel Files Policy. Upon termination of employment, personnel records are to be archived (See below).~~

### 8.3.9.3. TRAINING:

~~8.3.1. INDIVIDUAL RECORDS: Individual training certifications are retained in the employee's personnel file, as noted in the Personnel file ~~Personnel file~~ policy.~~

~~9.3.1. SCHEDULED TRAINING: ~~Five (5) years.~~ ~~Records are transferred to database.~~ ~~Original written record may be destroyed.~~~~

~~8.3.2.9.3.2. Training records are retained on the main software used by the District for a minimum of three (3) years~~

~~8.4. EMERGENCY INCIDENT: Emergency incident records and reports, including Fire Reports and, EMS reports, Station Log Books and Dictaphone tapes are retained for a total of five (5) years and shall be maintained and stored by the District's incident and EMS management software. ~~in a records file as outlined below:~~~~





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Incident radio traffic can be requested through Dispatch via Operations Chief or their designee.

~~8.4.1. CURRENT YEAR: Communication Center run file (i.e. 2000).~~

~~8.4.2. PREVIOUS FOUR (4) YEARS: (i.e., 1999, 1998, 1997, 1996) in Fire Prevention Records Storage Area.~~

~~8.5.9.4. BUSINESS AND FINANCIAL RECORDS: Office work product, (i.e. notes, drafts etc.) may be destroyed upon final document completion of work product by shredding or deletion for a minimum of two years (2). All other business and financial records are retained for a total of five (5) years. ~~The current fiscal year plus two (2) years are kept in the bookkeeping files. Records are then transferred to Archive for the remaining two (2) years (total of 5).~~~~

~~8.5.1-9.4.1. Payroll Reports;~~

~~8.5.2-9.4.2. Accounts Payable & Accounts Receivable;~~

~~8.5.3-9.4.3. Receipts;~~

~~8.5.4-9.4.4. Audit Information;~~

~~8.5.5-9.4.5. Tax Apportionment Sheets;~~

~~8.5.6-9.4.6. Controller's Documents;~~

~~8.5.7-9.4.7. Benefit Information;~~

~~8.5.8-9.4.8. FIXED ASSETS: Keep records in a digital format until sold for a minimum of two years (2), plus five years, as outlined above.~~

~~8.6-9.5. ACCIDENT/INJURY INVESTIGATION: All documents pertaining to Accident/Injury investigation findings will be filed electronically in the accident report file for a minimum of two years.are retained as follows:~~

~~8.6.1. ACCIDENT COMMITTEE FINDINGS: Filed in the Accident Report file. Employee's personnel file, retained as per Personnel File/Personnel File Policy.~~

~~8.6.2. Claim Information: CEO office, retained as noted above under "claims."~~



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~~8.6.3. Corrective Actions: Retained for five (5) years after case is resolved by the Operations Office. Human Resources Division.~~

8.7-9.6. INVESTIGATIONS/ARSON INVESTIGATION: All arson cases are stored in the Arson Investigation Unit digitally or in storage when necessary. ~~it~~ AIJ storage file in the Fire Prevention Unit.

8.7.1-9.6.1. CITIZEN COMPLAINTS: Five (5) years.

8.7.2-9.6.2. VIOLATION NOTICES: Three (3) years.

8.7.3-9.6.3. NON-FILED CRIMINAL CASES: Three (3) years.

8.7.4-9.6.4. INVESTIGATION REPORTS: Five (5) years.

8.7.5-9.6.5. ARSON CONVICTION CASES: Hold until all appeals are adjudicated.

8.7.6-9.6.6. JUVENILE RECORDS: Five (5) years. Retain as noted above, depending upon outcome of case. Kept in separate and locked juvenile records file.

8.8-9.7. FIRE PREVENTION: All fire prevention records listed below are to be retained for a minimum of three (3) years per California Fire Code ~~FC~~. Additional recommended retention is as follows:

8.8.1-9.7.1. OCCUPANCY INSPECTION RECORDS: ~~Three~~ Five (35) years. Kept in Occupancy inspection file.

8.8.2-9.7.2. WEED ABATEMENT: ~~Three~~ Five (35) years. Kept in Weed Abatement Inspection file.

8.8.3-9.7.3. ~~BUILDING PLANS: Life of Building. Kept in plan file for current calendar year or until completed, then archived.~~

8.8.4-9.7.4. Sprinkler Plans / Fire Alarm Plans: Life of Building. Kept in plan file for current calendar year or until completed, then archived electronically.

8.8.5-9.7.5. ~~TM/TPM: Kept in perpetuity. Kept in plan file while active, then archived.~~



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~~8.8.6.9.7.6. APN/SPECIAL USE: Seven (7) years. Kept in plan file while active, then Archived.~~

~~8.8.7.9.7.7. OFFICIAL CORRESPONDENCE: Seven (7) years. Kept in correspondence file (in plan file) for current year, then archived.~~

~~8.9.9.8. Retention of Records Not Otherwise Mentioned. All records, papers and documents not otherwise listed may be scanned as archival records or destroyed so long as such disposal is consistent with [Government Code sections 60200 through 60203](#) as well as the [State Controller's Guidelines for Special District records retention](#), the [recommendations of the Local Government Records Management Guidelines](#) as set forth by the Secretary of State (June 2004) as the same may be amended from time to time.~~

#### 9.0.10.0. ARCHIVING OF RECORDS:

~~9.1.10.1. When records or documents are removed from the work area and are to be archived they shall be placed in an approved, labeled container, citing contents and destruction date. The records will then be [moved to the District's secured storage facility](#), placed in the Fire Prevention sea container. It is the responsibility of each section manager to assure the records are properly packaged and documented prior to storage. Labeling of containers for records storage is as follows:~~

~~9.1.1. [Box number; contents and destruction date. If contents are to remain permanent then it will be labeled accordingly.](#)~~

~~9.1.2. Destruction Date;~~

~~9.1.3. [Contents Can be hand written or 8 1/2 x 11 white sheet of paper typed contents outside of box;](#)~~

~~9.1.4. [Place box on storage shelf with information facing isleway.](#)~~



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#### 10.0-11.0. ELECTRONIC ARCHIVING OF RECORDS:

10.1-11.1. DESTRUCTION OF RECORDS AFTER SCANNING: Any record not expressly required by law to be filed and preserved in original form may be destroyed at any time after it is electronically stored in conformance with the requirements of [Government Code Section 60203](#).

10.2-11.2. DESTRUCTION OF DUPLICATES: Pursuant to Government Code Section 60200, any duplicate record, paper or document, the original or a permanent photographic copy of which is in the files of the District, may be destroyed after confirmation that such original or permanent photographic copy remains on file in the District.

#### 11.0-12.0. DESTRUCTION OF ARCHIVED RECORDS:

11.1-12.1. AUTHORIZATION FOR DESTRUCTION OF RECORDS: Records may be destroyed in accordance with the Record Retention Schedule set forth in **Exhibit "A"** as the approved schedule for the District in compliance with [Government Code Sections 60200 et seq.](#), and after such records have been retained for the time periods and according to the process set forth therein, such records may be destroyed.

11.2-12.2. The Custodian of Record or designee shall identify those records determined to have met their destruction date. These records shall be inventoried as to number of containers and contents to be shredded. A listing of contents of each container and type of records shall be sent to ~~bookkeeping~~[the Board Clerk](#) and placed on the next regular Board meeting agenda for resolution to destroy.

~~11.3. Bookkeeping shall inform the shredding company of the number of boxes to be shredded. Arrangements for a District courier shall be made to deliver the records to the shredding company. The Courier shall obtain a receipt from the shredding company of items they received and to be shredded by them. Upon return, the~~



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~~courier will give the receipt to bookkeeping. The receipt and inventory of shredded records shall then be maintained in a file kept for perpetuity in bookkeeping. By the Board Clerk.~~

DRAFT

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# North County Fire



## MONTHLY OPERATIONS ACTIVITY REPORT:

**Dec 2024**

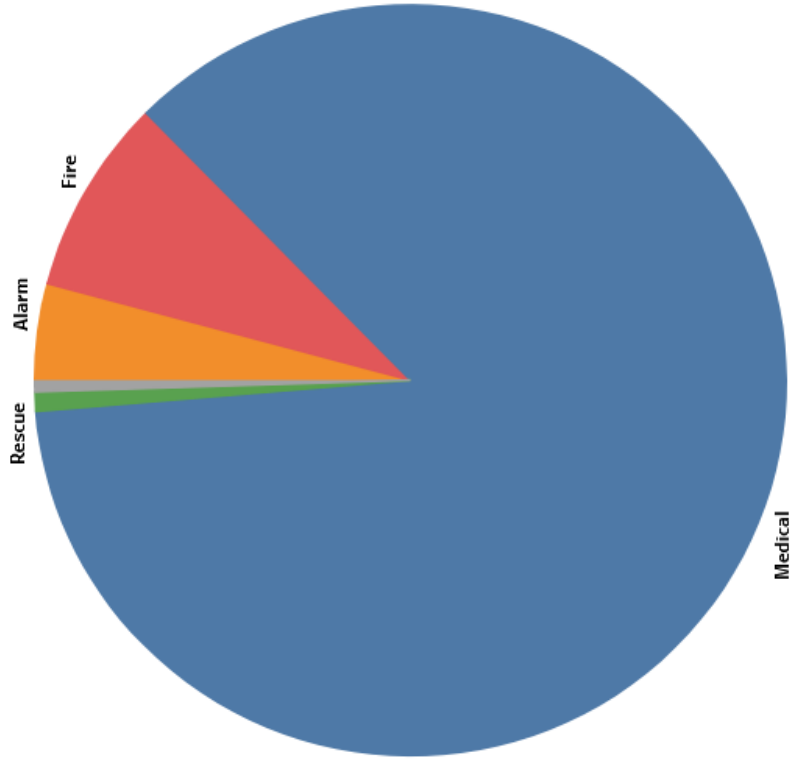
# Assigned Incidents

Assigned Incidents for NORTH COUNTY FPD  
December 2024

Agency  
NORTH COUNTY FPD

Month  
December 2024

Alarm	25 incidents / 4.15%
Fire	51 incidents / 8.46%
Medical	519 incidents / 86.07%
Rescue	5 incidents / 0.83%
Other	3 incidents / 0.50%
Grand Total	603 incidents / 100.00%



Problem Category

- Alarm
- Fire
- Medical
- Rescue
- Other



**Total incidents year to date:**  
**Dec 2023: 7,439**  
**Dec 2024: 7,424**



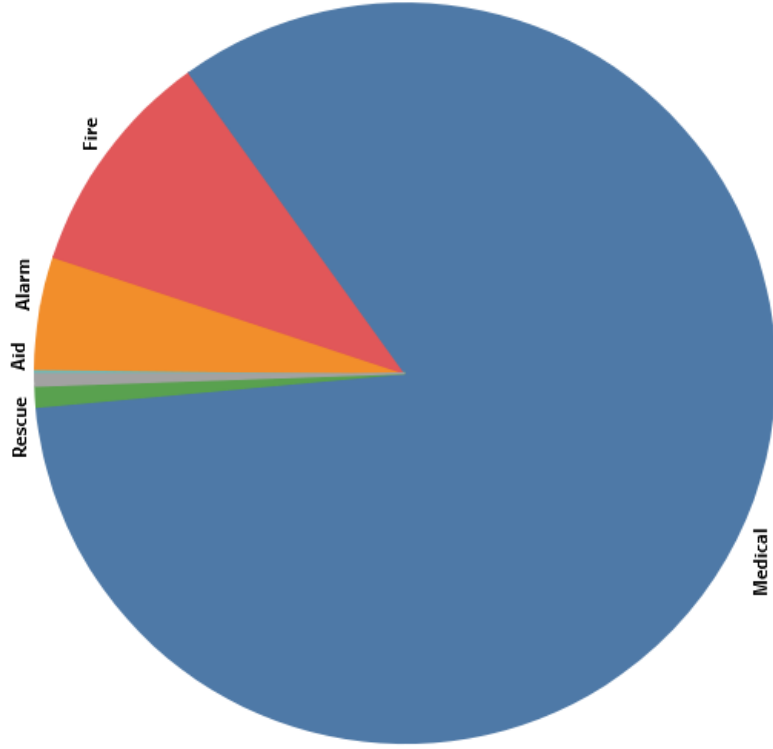
# Incidents in Jurisdiction

Agency

Month

Incidents in NORTH COUNTY FPD  
 December 2024

Aid	1 incidents / 0.18%
Alarm	27 incidents / 4.91%
Fire	55 incidents / 10.00%
Medical	459 incidents / 83.45%
Rescue	5 incidents / 0.91%
Other	3 incidents / 0.55%
<b>Grand Total</b>	<b>550 incidents / 100.00%</b>



**Total incidents year to date:**  
 Dec 2023: 6,307  
 Dec 2024: 6,405



# Turnout Time

(Time of station notification to responding)

## 90<sup>th</sup> Percentile – Emergency Calls Only

Shift	Unit Name	December	Shift	Unit Name	December	Shift	Unit Name	December
A-SHIFT	B111	00:01:20 (6)	B-SHIFT	B111	00:01:50 (5)	C-SHIFT	B111	00:00:53 (9)
	E111	00:01:36 (50)		E111	00:01:21 (50)		E111	00:01:29 (63)
	E112	00:01:03 (25)		E112	00:01:30 (27)		E112	00:01:22 (30)
	E114	00:01:42 (32)		E114	00:01:46 (35)		E114	00:01:39 (32)
	E115	00:01:29 (37)		E115	00:01:38 (23)		E115	00:01:29 (34)
	M110	00:01:36 (30)		M110	00:01:21 (24)		M110	00:01:28 (34)
	M111	00:01:39 (36)		M111	00:01:30 (29)		M111	00:01:21 (35)
	M114	00:01:43 (46)		M114	00:01:47 (34)		M114	00:01:58 (40)
	M115	00:01:29 (34)		M115	00:01:04 (28)		M115	00:01:22 (40)
	RA110	00:01:32 (4)		RA110	00:01:34 (1)		RA110	00:00:47 (3)
	RA111	00:00:56 (3)		RA111	00:01:09 (4)		RA111	00:00:56 (3)
	RA115	00:01:38 (3)					RA115	00:00:55 (8)



# Aid Given/Received

Aid Given by NORTH COUNTY FPD  
December 2024: Incident Count

Aid Received by NORTH COUNTY FPD  
December 2024: Incident Count

CAL FIRE	19	CAL FIRE	138
OCEANSIDE FD	25	CAMP PENDLETON	1
PALA FD	9	OCEANSIDE FD	25
RINCON FD	1	PALA FD	10
VALLEY CENTER FPD	10	SAN DIEGO FD	1
VISTA FD	16	SAN MARCOS FD	1
<b>Grand Total</b>	<b>80</b>	<b>VISTA FD</b>	<b>11</b>
<b>Grand Total</b>		<b>Grand Total</b>	

Incidents outside of jurisdiction to which units were assigned sorted by jurisdiction.

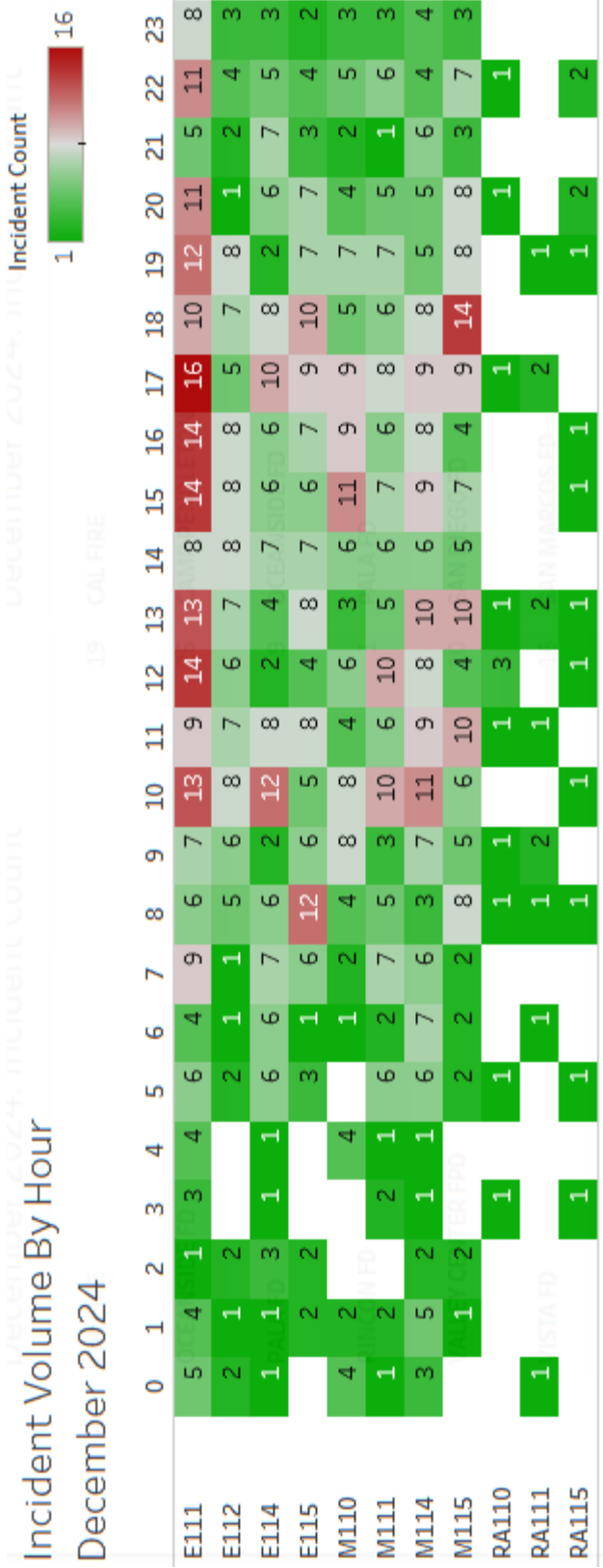
Data Source: AgencyDashboard\_v3\_Extract\_v4  
Data Last Updated: 1/7/2025 4:45:32 PM

Incidents within jurisdiction to which outside units were assigned, sorted by home jurisdiction.

Data Source: AgencyDashboard\_v3\_Extract\_v4  
Data Last Updated: 1/7/2025 4:45:32 PM



# Incident Volume by Hour



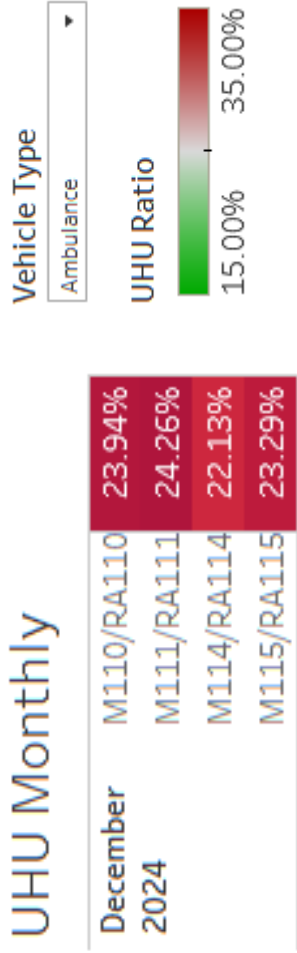
# Incidents by Unit

## Incidents by Unit for NORTH COUNTY FPD December 2024

Ambulance	M110	107
	M111	115
	M114	143
	M115	120
	RA110	12
Engine / Truck	RA111	11
	RA115	13
	Total	521
	E111	207
Other units	E112	103
	E114	120
	E115	119
	Total	549
	B111	20
Grand Total	Total	20
	Total	1,090



# Ambulance Unit Hour Utilization



# Transports

Transport Counts	Transport Destinations		
M110	75	TEMECULA VALLEY HOSPI..	159
M111	76	PALOMAR MEDICAL CENT..	75
M114	86	PALOMAR HOSPITAL	50
M115	70	KAISER SAN MARCOS ME..	16
RA110	8	TRI CITY MEDICAL CENTE..	14
RA111	8	CHILDRENS HOSPITAL	5
RA115	8	SCRIPPS ENCINTAS HOSPI..	4
<b>Grand Total</b>	<b>331</b>	<b>RANCHO SPRINGS HOSP.</b>	<b>3</b>
		INLAND VALLEY HOSPITAL	1
		MCP NAVAL HOSPITAL	1
		OTHER HOSPITAL	1
		PALOMAR HOSPITAL DOW..	1
		UCSD THORNTON	1
		<b>Grand Total</b>	<b>331</b>

\*Only transports which arrive at a destination are counted.



# Social Media Metrics

	Dec
Instagram Followers	4,489
Facebook Followers	9,501
X (formally known as Twitter) Followers	
Post Reach Instagram	22.60%
Post Reach Facebook	-5.40%
Audience Growth Instagram	0.60%
Audience Growth Facebook	0
Audience Growth X (formally known as Twitter)	
Engagement rate Instagram	64.60%
Interaction rate Facebook	-
Engagement rate X (formally known as Twitter)	22.50%

Top performing posts:

**FACEBOOK** Vehicle rescue 12/14- 74 reactions, 6 comments, 6 shares  
**INSTAGRAM** board meeting post 12/11- 190 likes, 16 shares, 1 Save







**NORTH COUNTY FIRE  
PROTECTION DISTRICT  
STAFF REPORT**

**TO:** BOARD OF DIRECTORS  
**FROM:** CHIEF MCREYNOLDS AND DFC MACMILLAN  
**DATE:** JANUARY 28, 2025  
**SUBJECT:** CUSTOMER SATISFACTION SURVEY PROGRAM, 2024 – 4<sup>TH</sup> QUARTER RESULTS

**CONSENT AGENDA**

**RECOMMENDATION:**

Review the report as submitted. In looking at the overall percentage of satisfaction with our service, our customers continue to rate their level of satisfaction overwhelmingly in the “excellent” category.

**BACKGROUND:**

This report focuses on two areas, direct feedback based on surveys sent to patients transported by North County Fire and our Service/Sympathy card program. The distribution of the survey is based on the 2024 Payer Class percentages according to our ambulance billing company, Wittman Enterprises. This quarter’s customer satisfaction results incorporate surveys received from October 1<sup>st</sup>, 2024 through December 31<sup>st</sup> 2024. The following is a listing of the type and number of individual payer classes that are randomly mailed surveys on a monthly basis.

**2024 Payer Class**

Private Commercial Insurance (includes Champus/Active Duty)	26
Medi Cal	10
Medicare (includes Senior HMO)	54
Cash	10
<b>Total</b>	<b>100</b>

**DISCUSSION:**

The survey results are reported on quarterly intervals to all safety employees. The sharing of this information with all employees provides a heightened awareness regarding our

**Customer Satisfaction Survey Program**

January 28, 2025

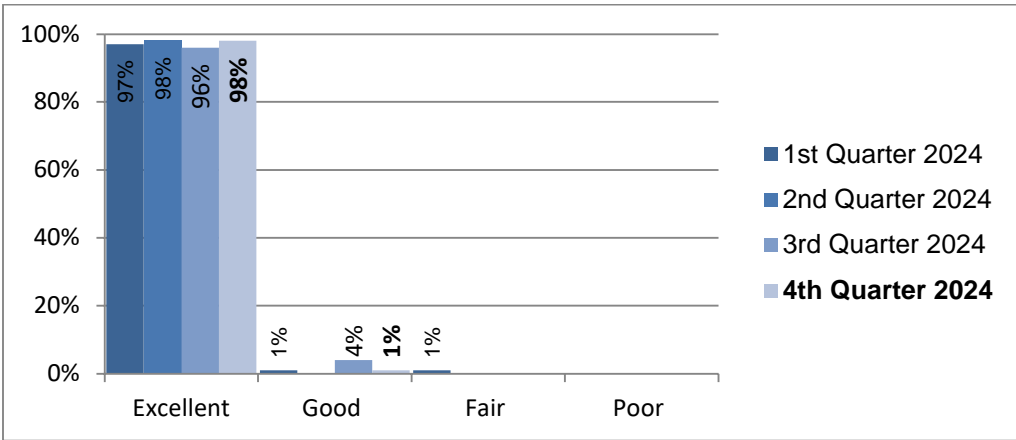
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customer’s experience in the field. If a system or human deficiency trend is noted, the management staff will coordinate any measures necessary to correct the problem.

The first section of the *Satisfaction Survey Form* evaluates the customer’s overall satisfaction with our service by rating it from “Excellent” to “Poor.” The second section of the form allows the customer to provide comments on their perception of the service they received. This quarter 300 surveys were mailed, and 58 surveys were returned (19%).

Ninety eight percent (98%), or 58, of the surveys returned indicated “excellent” customer satisfaction as indicated on the chart below:

**2023-2024 Customer Satisfaction Results**



The customer comment portion of the survey has proven to be most effective by allowing us to hear the customer’s opinions or concerns firsthand, thus allowing us to mitigate any problems as quickly as possible. These comments are reported on *Attachment-A* of this report.

In order to maintain Continual Quality Improvement (CQI) for this program, the responses are reviewed for any unusual comments or areas of concern. When necessary, incident documents will be reviewed. If a poor rating or adverse report is noted, the Operations Chief reaches out to seek clarification and ultimately improve services. If indicated, this review may warrant further investigation or training to mitigate potential customer service issues.

**SERVICE/SYMPATHY CARD PROGRAM:**

The District continues to utilize a Service/Sympathy Card Program to promote excellence in our emergency delivery services. This particular program allows our firefighters to correspond with our customers by personally signing and mailing “Service Cards.” This post-incident program has proven invaluable in maintaining a positive relationship with our community through personal contact between our firefighters and the customers they serve. The “Sympathy Cards” are utilized in the same way by corresponding concern with a deceased patient’s family.

**Customer Satisfaction Survey Program**

**January 28, 2025**

**Page 3 of 3**

The following data identifies the total number of Service and Sympathy cards completed by each crew during this report’s time frame:

	<b>“A” CREW</b>	<b>“B” CREW</b>	<b>“C” CREW</b>	<b>TOTAL</b>
<b>4<sup>TH</sup> Q 2024</b>	292	247	269	808
<b>3<sup>RD</sup> Q 2024</b>	400	224	331	955
<b>2<sup>ND</sup> Q 2024</b>	329	316	374	1,019
<b>1<sup>ST</sup> Q 2024</b>	197	224	151	572

The above numbers represent 33% of total cards sent by A Shift, 30% of total cards sent by B Shift and 33% of total cards sent by C Shift.

**FISCAL ANALYSIS:**

The increased use of Service Cards has contributed to increased expenditures in both printing and postage. Annually, the Program costs approximately \$2,000.00 to operate. It is our belief that enhanced public relations and the benefits these cards represent is worth the expenditure.

**SUMMARY:**

The North County Fire Protection District takes seriously the demeanor and professional conduct of its employees while providing emergency services. Our Customer Survey Program provides a tool to measure and quantify this area and if necessary, implement and/or modify the emergency delivery system to ensure its ability to meet customer expectations. This program, which is now in its seventeenth year, consistently reflects a high degree of satisfaction with the services delivered by the employees of the North County Fire Protection District, beginning from the request for service up to and including final mitigation of the incident.



**North County Fire Protection District**  
 Customer Satisfaction Survey  
 Fourth Quarter 2024  
 October-December  
 Attachment A



Y Intake Number	Date Received	Follow Up	Customer Comments
24-4-1	9/27/2024		Nope. They were quick and effective in keeping me informed and calm. Grateful for their quick response and efficiency.
24-4-2	9/30/2024		No improvements necessary! The crew were all polite, caring and professional. We are so grateful for their help.
24-4-3	9/30/2024		Ambulance arrived in a timely manner. Thank you for your excellent service.
24-4-4	9/30/2024		<b>Survey available upon request.</b>
24-4-5	10/1/2024		My EMT's were very professional and understanding and handled me with care.
24-4-6	10/2/2024		Amazing! We have never needed to call 911 before. They were prompt and arrived within minutes. My husband was no well and I was a wreck. They calmed us both and just took care of my husband immediately. My husband said the ride to the hospital was comforting. We have no suggestions for improvements. Just amazing!
24-4-7	10/9/2024		Excellent Service! Thank you so much!
24-4-8	10/10/2024		Excellent.
24-4-9	10/10/2024		<b>Survey available upon request.</b>
24-4-10	10/15/2024		<b>Survey available upon request.</b>
24-4-11	10/24/2024		Excellent.
24-4-12	10/25/2024		There must be a mistake. I did not call or contact the Fire Dept. Maybe someone else on my street did?
24-4-13	10/25/2024		<b>Survey available upon request.</b>
24-4-14	10/25/2024		Thank you so much for your help with my husband!! I am very thankful you slipped in and took care of both of us!! Thank you!!
24-4-15	10/25/2024		Excellent.
24-4-16	10/29/2024		The EMT and paramedics were wonderful! Caring, and they took very good care of me. I couldn't ask for better care! Thank you all so much. I love my Fallbrook Fire Department.
24-4-17	10/30/2024		With my dad being a "frequent flyer" this dept. come through each time with care and compassion. Excellent service as usual. Keep up the great job! Thank you for your service.
24-4-18	10/30/2024		Excellent.
24-4-19	10/30/2024		No improvements! The EMT's assisting me were very compassionate and professional. All personnel should be commended for excellent service!
24-4-20	10/31/2024		<b>Survey available upon request.</b>
24-4-21	10/31/2024		I have no suggestions for improvement. They were all very kind and caring. They stayed with me while I was taken back to urgent care. They left me warm cozy blanket. Thank you for your service!
24-4-22	11/1/2024		Paramedics were here within a few minutes of the call being placed. Everyone was professional and helpful.
24-4-23	10/28/2024		Response time was rapid. Team members were knowledgeable and efficient. They were reassuring and very professional in demeanor. Friendly and competent.



**North County Fire Protection District**  
 Customer Satisfaction Survey  
 Fourth Quarter 2024  
 October-December  
 Attachment A



Y	Intake Number	Date Received	Follow Up	Customer Comments
	24-4-24	11/12/2024		Excellent.
	24-4-25	11/12/2024		Thank you for a rapid response. Everyone was so great!
	24-4-26	11/14/2024		Excellent.
	24-4-27	11/15/2024		Excellent.
	24-4-28	10/7/2024		Very professional and excellent in relationship with patient. <u>Not</u> a bad word to say
	24-4-29	11/23/2024		They are always wonderful with my 93 yr. old husband. I'm so happy that they are so caring and nice
	24-4-30	11/23/2024		They have multiple times to help my husband. They have always been nice and polite and helpful. I'm so thankful the we have so many wonderful people working for Fallbrook.
	24-4-31	11/23/2024		Excellent.
	24-4-32	11/23/2024		<p>May I and my wife express our profound gratitude and appreciation for the work of Captain Krenz, yesterday, 13 Nov. Captain Krenz and his crew provided outstanding services to our home on, what could have become , a dryer/line exhaust pipe confirmed to be fire free. Captain Krenz and his crew performed in the highest tradition of our first responders and is commended for this leadership and his care for my wife, in my absence. Captain Krenz explained the situation completely and, when my wife requested, Captain Krenz remained at our home until my return. Again, we wish to express our deepest appreciation for Captain Krenz, his crew, and the North County Fire Department. While no investigation was conducted, today, Nov 24, an electrical contractor, ASAP Electrical Company, fund the most likely cause of the arcing which ignited the lint exhaust tube fire. The cause was as follows: 1. Upon initial construction of the home (1972), the lint exhaust tube was found to be tapped to a metal strap which had been nailed to a horizontal, wooden frame member. 2. The two twenty volt three- wire line to the clothes dryer receptical had been held in place through a hole drilled in the frame member. 3. Today both the power and grounding wires were found to have to clipped by one the nails holding the metal strap, which was taped to and touching the lint exhaust tube, in place. 4. It is assumed that when the applicance technician inserted a cleaning rod into the lint exhaust tube, the tube was vibrated enough to move the supporting metal strap causing the nail to nudge the clipped wires just enough to create a contact to the aluminum connections on the cleaning rod, a nearly impossible chain of events. Again, our heartfelt thanks to Captain Krenz and his crew.</p> <p>Excellent.</p>
	24-4-33	11/23/2024		You have been superb in service whenever we have used your services! Many, many thanks.
	24-4-34	11/25/2024		Excelente trabajo. Agradesco mucho su trabajo y también el equipo de todo los bomberos.
	24-4-35	11/25/2024		Thank you for your dedication and care for those in medical need. You are appreciated very much
	24-4-36	11/25/2024		No suggestions. The team was very attentive & understanding. They exhibited the appropriate amount of tact, explained what they were doing.
	24-4-37	11/25/2024		<b>Survey available upon request.</b>
	24-4-38	11/25/2024		No improvement needed! Excellent service! Thank you!
	24-4-39	11/25/2024		



North County Fire Protection District  
 Customer Satisfaction Survey  
 Fourth Quarter 2024  
 October-December  
 Attachment A



Y Intake Number	Date Received	Follow Up	Customer Comments
24-4-40	11/25/2024		No improvement needed! Services couldn't have been better! Excellent response and awesome paramedics! Thanks!
24-4-41	11/25/2024		Great service and very efficient. Thank you very much for helping dad.
24-4-42	11/25/2024		When we needed help, you were there. Thank you.
24-4-43	11/25/2024		Very professional responders who exhibited knowledge and a sense of caring.
24-4-44	11/26/2024		Excellent response time. A professional & caring crew.
24-4-45	11/26/2024		Excellent.
24-4-46	11/30/2024		They were very professional and compassionate. A better crew I could not have had!! Definitely a team getting me the medical attention I received. I owe my speedy recovery to them. Thanks for being there.
24-4-47	11/27/2024		Everything went well.
24-4-48	11/27/2024		<b>Survey available upon request.</b>
24-4-49	12/2/2024		Excellent! Than you!
24-4-50	12/3/2024		They were very supportive and had compassion. I felt safe when they arrived. The made me feel like everything was going to be okay. I am thankful and grateful we have firefighters, paramedics, and nurses. Thank you for sending this letter. This is a way for me to say how grateful I am for everyone that helped me that day. Happy Holidays!
24-4-51	12/4/2024		Large engine was parked in front of ambulance. Took too long to move so we could proceed to the Hospital. Otherwise they were very nice and efficient.
24-4-52	12/6/2024		The team was polite and caring. Explained what they were doing. Very respectful. Great job! Professional yet friendly.
24-4-53	12/5/2024		The responders were very efficient, courteous and responsible.
24-4-54	12/9/2024		Excellent.
24-4-55	12/16/2024		The team was courteous and caring. Explained what was going on. So sweet! Very professional. *****
24-4-56	12/17/2024		<b>Survey available upon request.</b>
24-4-57	12/10/2024		<b>Survey available upon request.</b>
24-4-58	12/16/2024		These guys are fast and friendly. I felt safe thanks for everything.



# NORTH COUNTY FIRE PROTECTION DISTRICT

## STAFF REPORT

**To:** BOARD OF DIRECTORS  
**From:** CHIEF McREYNOLDS, BOARD CLERK CANPINAR, AND HR SPECIALIST GOSS  
**Date:** JANUARY 28, 2025  
**Subject:** DESTRUCTION OF RECORDS

### **ACTION AGENDA**

#### **RECOMMENDATION:**

Staff recommends that the Board approve the destruction of District records in accordance with District *Records Retention and Reports* Policy, Section 224.04.

#### **BACKGROUND:**

Each year, the District Custodians of Records identifies those records in storage that have met their file expiration date. A list of record files is then sent to the Board for approval.

#### **DISCUSSION:**

All records have been recently identified and inventoried. Below are the number of boxes and record type for destruction on or after January 1, 2025:

- 36 Boxes of payroll/finance records dated FY 2016/2017 and earlier
- 28 Boxes of tentative maps and tentative parcel maps
- 6 Boxes of miscellaneous records (expired warranties, draft and unsigned copies of records, contracts, and legislative updates)

#### **FISCAL ANALYSIS:**

Staff has researched vendors to provide the record destruction service. The cost is not estimated to exceed \$1000.00.

#### **SUMMARY:**

Once approved Staff will arrange for the destruction of approved records.

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# NORTH COUNTY FIRE PROTECTION DISTRICT

## STAFF REPORT

**TO:** BOARD OF DIRECTORS  
**FROM:** CHIEF MCREYNOLDS  
**DATE:** JANUARY 28, 2025  
**SUBJECT:** ADOPTION OF RESOLUTION 2025-01: COST RECOVERY PROGRAM FOR RESPONSE TO HIGHWAY INCIDENTS

### **ACTION AGENDA**

#### **RECOMMENDATION:**

That the Board approve NCFPD Resolution 2025-01 to renew the service agreement with *Fire Recovery USA LLC* for cost recovery services.

#### **BACKGROUND:**

For the past 15 years, the North County Fire Protection District (NCFPD) has contracted with *Fire Recovery USA LLC* for cost recovery services related to emergency incident responses by District personnel. The existing agreement requires renewal to reflect updated terms and conditions.

#### **DISCUSSION:**

Fire Recovery USA bills insurance companies approximately \$8,000 monthly, with an average collection rate of 50%. This rate aligns with industry standards, as insurance coverage varies across customers within our jurisdiction. Only the insurance provider of the at-fault party is billed, ensuring that customers do not receive direct invoices.

#### **FISCAL ANALYSIS:**

During FY23/24 the District realized \$69,400 in cost recovery revenue. To date the District has received \$36,183 from cost recovery for services rendered. See Exhibit "A" of Resolution 2025-01 for mitigation rates.

#### **SUMMARY:**

Upon Board approval, staff will execute a new service agreement with *Fire Recovery USA LLC* to continue cost recovery efforts.



# NORTH COUNTY FIRE PROTECTION DISTRICT

## SPECIAL SERVICES AGREEMENT

This Special Services Agreement (“AGREEMENT”) is hereby entered into between the **North County Fire Protection District** (“DISTRICT”), a California Independent Special District and a political subdivision of the State of California organized and operating under California Health and Safety Code Sections 13800 et seq., and Fire Recovery USA, LLC (“SERVICE PROVIDER”), a billing service provider, as follows:

Service Provider:	<u>Fire Recovery USA, LLC</u>
Address:	<u>2271 Lava Ridge Court, Suite 120</u>
City:	<u>Roseville</u>
State:	<u>CA</u>
Zip:	<u>95661</u>
Phone:	<u>916-238-8541</u>
Email:	<u><a href="mailto:mike@firerecoveryusa.com">mike@firerecoveryusa.com</a></u>

### RECITALS

**WHEREAS**, the District is authorized by Section 13861 of the California Health and Safety Code and Section 20812 of the California Public Contract Code to contract with and employ persons specially trained, experienced, expert and competent to perform special services in the fields of accounting, administration, ambulance, architecture, custodial, economics, engineering, finance, insurance, labor relations, law, maintenance, mechanics, medicine, planning, science, technology and other services which are incidental to the operation of the District;

**WHEREAS**, the DISTRICT is in need of billing services;

**WHEREAS**, SERVICE PROVIDER is specially trained, experienced, expert and competent to perform the special services required by the DISTRICT and such special services are needed on a limited basis; and,

**NOW, THEREFORE**, in consideration of these recitals and the mutual covenants contained herein and for other good and valuable consideration, the parties agree as follows:

1. SERVICES TO BE PROVIDED: SERVICE PROVIDER shall competently perform the services described in the Scope of Special Services attached to this AGREEMENT as Exhibit “A” and incorporated herein by this reference (“Special Services”). If any terms or provisions included in Exhibit “A” conflict with any terms or provisions in this Agreement, then the terms or provisions in this Agreement shall control. SERVICE PROVIDER shall provide all labor, equipment, machinery, materials, transportation, bailment and other incidentals necessary to perform the Special Services.

2. TERM: SERVICE PROVIDER shall provide the Special Services pursuant to Exhibit “A” in section 8.1. and for that period of time necessary to complete the scope of work, commencing upon signing of the AGREEMENT.
3. COMPENSATION: For satisfactory performance of the Special Services for the term of this AGREEMENT, the DISTRICT shall compensate the SERVICE PROVIDER under the AGREEMENT, with payment to be made according to Exhibit “A” as compensation for performance of the Special Services under this AGREEMENT.
4. EXPENSES: DISTRICT shall not be liable to SERVICE PROVIDER for any costs or expenses paid or incurred in performing the Special Services, except as are authorized in advance by DISTRICT in writing.
5. INDEPENDENT CONSULTANT: SERVICE PROVIDER, in the performance of this AGREEMENT is an independent SERVICE PROVIDER. SERVICE PROVIDER understands and agrees that neither SERVICE PROVIDER nor any of its personnel are in the employment of DISTRICT, whether as an officer or employee of DISTRICT and are not entitled to benefits of any kind or nature normally provided officers or employees of DISTRICT or to which DISTRICT’S officers or employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation or PERS. SERVICE PROVIDER possesses the means and methods necessary to assume the full responsibility for the performance of the Special Services and their acts and/or omissions as they relate to such Special Services.
6. TAXES: DISTRICT will report as income the SERVICE PROVIDER’S compensation received from DISTRICT as required by Federal regulations. No part of SERVICE PROVIDER’S compensation shall be subject to withholding by DISTRICT for the payment of social security, unemployment or disability insurance or any other similar state or federal tax obligation.
7. SERVICE PROVIDER’S PERFORMANCE: SERVICE PROVIDER shall perform and warrants that it has the training, experience and capability to perform, the Special Services in a competent, workmanlike and timely manner consistent with the customary practices of other like firms performing similar services in the relevant area.
8. AUDIT AND INSPECTION OF RECORDS: At any time during normal business hours and as often as DISTRICT may deem necessary, SERVICE PROVIDER shall make available to DISTRICT for examination at DISTRICT’S place of business, all data, records, reports and all other materials respecting matters covered by this AGREEMENT and SERVICE PROVIDER will permit DISTRICT to audit and to make audits of all invoices, materials, payrolls, records of personnel and other data related to all matters covered by this AGREEMENT.

9. TERMINATION: Upon five (5) days prior written notice, DISTRICT may, at any time, with or without cause, terminate this AGREEMENT and compensate SERVICE PROVIDER for such Special Services satisfactorily rendered to the date of termination and for which compensation has not been made. Upon receipt of such written notice from DISTRICT, SERVICE PROVIDER shall stop further performance of the Special Services. Such written Notice shall be deemed given when personally delivered to SERVICE PROVIDER two days after depositing the same in the United States mail, certified return receipt requested and properly addressed to SERVICE PROVIDER at the address set forth below.

10.0. INDEMNITY:

10.1. To the fullest extent permitted by law, SERVICE PROVIDER agrees to defend, indemnify, and hold harmless DISTRICT and its officers, board members, officials, employees, representatives, agents, successors and assigns (collectively the "DISTRICT Indemnitees") against any and all losses, liabilities, claims, demands, causes of action, judgments, penalties, costs and expenses, of any kind or character, (collectively the "Claims") that the DISTRICT Indemnitees, or any of them, may incur or suffer by reason of any injury or damage, arising out of or in connection with SERVICE PROVIDER'S, its subcontractors' of any tier, or any of their officers, employees, representatives, agents, successors or assigns, negligent acts or omissions, recklessness, or willful misconduct, except to the extent the same is caused by the gross negligence, recklessness, or willful misconduct of the DISTRICT Indemnitees, or any of them.

10.2. SERVICE PROVIDER'S obligations under this Paragraph 10 shall survive the expiration or earlier termination of this AGREEMENT until all actions against the DISTRICT Indemnitees for such matters indemnified hereunder, are fully and finally barred by the applicable statute of limitations or, if an action is timely filed, until such action is final. This provision is not intended for the benefit of third party indemnified parties not otherwise a party to this AGREEMENT.

11. INSURANCE: Without in any way limiting SERVICE PROVIDER'S potential liability under this AGREEMENT and without in any way limiting SERVICE PROVIDER'S obligations under Paragraph 10 above, prior to commencing any performance of the Special Services under this AGREEMENT, SERVICE PROVIDER shall procure and maintain, at its sole cost and expense and at all times during the performance of the Special Services, policies of insurance providing coverage in the amounts and types set forth below, insuring against injuries and/or damages which may arise out of or in connection with SERVICE PROVIDER'S performance of the Special Services. Included in the Commercial General Liability insurance shall be contractual coverage sufficiently broad to provide insurance coverage of the matters set forth in Paragraph 10, above. SERVICE PROVIDER shall not commence conducting the Special Services until it has provided DISTRICT with satisfactory evidence that such policies have been procured and are in effect. The policies of insurance shall be obtained from an insurer authorized to do business in the State of California. Proof of renewal

shall be provided to DISTRICT before any such policy of insurance expires during the term of the AGREEMENT. SERVICE PROVIDER'S insurance policies shall be primary to any insurance or other coverage available to DISTRICT, which shall be deemed excess to SERVICE PROVIDER'S policies of insurance and non-contributing. All deductible amounts under SERVICE PROVIDER'S policies of insurance are payable by SERVICE PROVIDER and shall be in amounts not exceeding the amount specified in the liability certificate form. Each insurance policy required hereunder shall provide that coverage and shall not be suspended, voided, reduced (other than by endorsement), or cancelled except on thirty (30) days written notice by certified mail, return receipt requested, to DISTRICT (except 10 days' notice if cancellation is due to non-payment of premium). The Comprehensive General Liability and Automobile policies of insurance (or by endorsement) shall name DISTRICT Indemnitees (as defined in Paragraph 10 herein) as additional insureds. The policies of insurance shall not preclude SERVICE PROVIDER from waiving the right of subrogation prior to a loss and SERVICE PROVIDER hereby waives all rights of subrogation against DISTRICT. Included in the liability insurance shall be a "Cross Liability" or "Severability of Interest" clause. To the extent SERVICE PROVIDER cannot procure occurrence policies of insurance, it shall procure insurance covering claims made as a result of the performance of this AGREEMENT with a reporting period of not less than three years following the completion of the Special Services. SERVICE PROVIDER'S contracts with SUBCONTRACTING SERVICE PROVIDERS shall each contain provisions making such SUBCONTRACTING SERVICE PROVIDER subject to the same insurance requirements as required of SERVICE PROVIDER under this Section, unless other requirements are approved by DISTRICT in writing.

11.1. MINIMUM TYPES AND LIMITS OF INSURANCE: SERVICE PROVIDER shall obtain and maintain the following insurance with coverage limits no less than:

11.1.1. COMMERCIAL GENERAL LIABILITY INSURANCE: Upon execution of the AGREEMENT, SERVICE PROVIDER shall provide a certificate(s) of insurance showing that SERVICE PROVIDER has Commercial General Liability Insurance coverage in limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Included in such insurance shall be contractual coverage sufficiently broad to insure the matters set forth in Section 10 of this AGREEMENT. The Commercial General Liability Insurance coverage shall include each of the following types of insurance:

11.1.1.1. GENERAL LIABILITY:

- 11.1.1.1.1. Comprehensive Form.
- 11.1.1.1.2. Premises-Operations.
- 11.1.1.1.3. Products/Completed Operations Hazard.
- 11.1.1.1.4. Contractual Insurance.
- 11.1.1.1.5. Broad Form Property Damage Including Completed Operations.
- 11.1.1.1.6. Independent SERVICE PROVIDERS.

11.1.1.1.7. Personal Injury.

11.1.1.2. AUTOMOBILE LIABILITY:

11.1.1.2.1. Comprehensive Form Including Loading and Unloading.

11.1.1.2.2. Owned.

11.1.1.2.3. Hired.

11.1.1.2.4. Non-Owned.

- 11.2. WORKERS' COMPENSATION/EMPLOYER'S LIABILITY: Worker's Compensation shall be provided in the amount required by law and Employer's Liability in the amount of \$1,000,000 each accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of District.
12. ASSIGNMENT: The SERVICE PROVIDER shall not assign the obligations of the SERVICE PROVIDER pursuant to this AGREEMENT.
13. COMPLIANCE WITH APPLICABLE LAWS: The Special Services completed herein must meet the approval of DISTRICT and shall be subject to DISTRICT'S general right of inspection to secure the satisfactory completion thereof. SERVICE PROVIDER agrees to comply with all applicable federal, state and local laws; rules, regulations and ordinances that are now or may in the future become applicable to SERVICE PROVIDER and the performance of the Special Services.
14. CONFLICT OF INTEREST REQUIREMENT: SERVICE PROVIDER agrees that SERVICE PROVIDER shall comply with and be bound by all laws and regulations governing the relationship of the SERVICE PROVIDER and DISTRICT under this AGREEMENT and in particular with the Conflict of Interest laws, found in Chapter 7 of Title 9 of the California Government Code, otherwise known as the Political Reform Act. As a condition precedent to the formation of this AGREEMENT, the SERVICE PROVIDER warrants and covenants that SERVICE PROVIDER is adequately informed regarding the duties and obligations imposed by the Political Reform Act and that to the best of the SERVICE PROVIDER'S knowledge and belief, there exists no conflict of interest within the meaning of the Political Reform Act that would disqualify SERVICE PROVIDER from participation in this AGREEMENT.
15. PERMITS/LICENSES: SERVICE PROVIDER shall secure and maintain in full force and effect such permits and licenses as are required by law in connection with the furnishing of the Special Services pursuant to this AGREEMENT.
16. ENTIRE AGREEMENT/AMENDMENT: This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties and supersedes any prior or contemporaneous understanding or agreement with respect to the Special Services contemplated and may be amended only by a written amendment executed by both parties to the AGREEMENT.

17. NON-DISCRIMINATION IN EMPLOYMENT: SERVICE PROVIDER shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment, including, without limitation, in regard to matters affecting hiring, salary, benefits, performance evaluation, discipline, promotion, retirement, and/or dismissal because of sex, sexual orientation, gender identity, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (such as cancer), age, marital status, pregnancy, family care leave or political opinion. SERVICE PROVIDER and all SUBCONTRACTING SERVICE PROVIDERS shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment and comply with all applicable federal, state and local laws, regulations and executive orders regarding non-discrimination in employment. The principle of equal opportunity in employment will be demonstrated positively and aggressively.
  
18. NON-WAIVER: Except as otherwise specifically provided in the AGREEMENT, no action or failure to act by DISTRICT shall constitute a waiver of any right or duty afforded DISTRICT under the AGREEMENT, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach of the AGREEMENT, except as may be specifically agreed in writing. The waiver by DISTRICT of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition on any subsequent breach of the same or any other term, covenant or condition herein contained.
  
19. NOTICE: All notices or demands to be given under this AGREEMENT by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the second day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT, the addresses of the parties are as set forth above. This AGREEMENT shall be administered on behalf of and any Notice desired or required to be sent to a party hereunder shall be addressed to:

**To DISTRICT:**

North County Fire Protection District  
 330 S Main Avenue  
 Fallbrook, CA 92028-2938  
**Attention:** Chief McReynolds

**To SERVICE PROVIDER:**

Fire Recovery USA, LLC  
 71 Lava Ridge Court, Suite 120  
 Roseville, CA 95661  
**Attention:**

20. GOVERNING LAW - CALIFORNIA LAW: This AGREEMENT shall be construed and interpreted in accordance with the laws of the State of California. Venue shall lie in the County of San Diego, State of California.
21. WAIVER OF CONSEQUENTIAL DAMAGES: Notwithstanding anything to the contrary contained in this AGREEMENT, no party to this AGREEMENT shall be liable for any consequential, special, indirect or incidental damages of any kind or nature whatsoever, or any lost income or profits, regardless of whether arising from breach of contract or tort.
22. CONFLICT OF TERMS: If any provision contained in this Agreement conflicts with any provision in any of the Exhibits to this Agreement, which are incorporated herein by reference, the provision of this Agreement shall govern and control.
23. RIGHTS AND REMEDIES ARE CUMULATIVE: Except with respect to rights and remedies expressly declared to be exclusive in this AGREEMENT, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.
24. SEVERABILITY: If any term, condition, or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
25. INTERPRETATION OF THE CONTRACT: Section headings and paragraph numbers have been included in this AGREEMENT to make reference easier and in no way limit, define or enlarge the terms, scope or conditions of this contract.
26. SIGNATURES: The signatures that follow constitute confirmation by those signing that they have examined and understand the AGREEMENT documents and agree to be bound by the terms of these documents. Each of the parties signing this AGREEMENT warrants to the other that they have the full authority of the entity on behalf of which their signature is made.
27. EXECUTION AND COUNTERPARTS: It is expressly understood by the Parties hereto that delivery by the DISTRICT of the within AGREEMENT for review and execution by SERVICE PROVIDER shall confer no rights nor impose any obligations on either Party, unless and until both SERVICE PROVIDER and the DISTRICT shall both execute this AGREEMENT. This AGREEMENT may be executed in counterparts. Digital or facsimile copies of original signatures shall be as valid as original signatures.

This AGREEMENT is entered into this **January 28, 2025**.





## Exhibit A

### SCOPE OF SPECIAL SERVICES (Clear and concise description of the services to be performed)

#### SERVICES AGREEMENT

This Services Agreement ("Agreement") is made effective as of \_\_\_\_\_, 2025 ("Effective Date"), by and between **FIRE RECOVERY USA, LLC**, a California limited liability company ("Company"), and **North County Fire Protection District**, ("Client"). The Company and Client are referred to herein individually as a "party" and collectively as the "parties."

#### RECITALS

WHEREAS, Company engages in the business of performing billing services ("Company Services") for United States Fire Departments in connection with the motor vehicle incidents and other emergency incidents at which the Client provides emergency services; and

WHEREAS, Client seeks the services of Company to assist with the billing for services that Client provides in connection with motor vehicle incidents and other emergency incidents; and

WHEREAS, Company and Client desire to enter into this Agreement to memorialize their agreements regarding the Company Services to be provided to Client.

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Client agree as follows:

#### ARTICLE 1 ENGAGEMENT

1.1. Engagement: Client hereby engages Company to provide the Company Services described in Article 4 herein, and Client hereby accepts such engagement, all on the terms and conditions set forth herein. Company will determine the method, detail and means of performing the services detailed below.

#### ARTICLE 2 REPRESENTATIONS AND WARRANTIES

2.1. Representations and Warranties of Company: Company hereby represents and warrants to Client that, at all times during the term of this Agreement, Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of California.

2.2. Representations and Warranties of Client: Client hereby represents and warrants to Company that, at all times during the term of this Agreement, Client is, or Governs, or Contracts with an organized fire department established pursuant to the laws and ordinances of the state in which Client is located.

**ARTICLE 3  
COMPANY STATUS AND QUALIFICATIONS**

3.1. Independent Contractor: Company enters into this Agreement, and will remain throughout the term of the Agreement, as an independent contractor. Company agrees that it will not become an employee, partner, agent or principal of Client while this Agreement is in effect.

3.2. Payment of Income Taxes: Company is responsible for paying when due all income taxes, including estimated taxes, incurred as a result of the compensation paid by Client to Company for services rendered under this Agreement. On request, Company will provide Client with proof of timely payment. Company agrees to indemnify Client for any claims, costs, losses, fees, penalties, interest, or damages suffered by Client resulting from Company's failure to comply with this provision.

3.3. Use of Employees or Subcontractors: Company may, at Company's own expense, use any employees or subcontractors as Company deems necessary to perform the services required of Company by this Agreement. Client may not control, direct, or supervise Company's employees or subcontractors in the performance of those services.

3.4. Qualifications: Company represents that it is qualified and has the skills necessary to perform the services under this Agreement in a competent and professional manner, without the advice or direction of Client.

3.5. Ownership Interest: Company will have no ownership interest in Client.

3.6. No Benefit Contributions: Company shall have no obligation under this Agreement to compensate or pay applicable taxes or provide employee benefits of any kind to any person employed or retained by Client.

3.7. Attorney-in-Fact: Client appoints Company as Client's attorney-in-fact for the following purposes:

- (a) Billing and Collections: To bill and collect ("Collections") all revenue earned by and due to Client, in connection with Client's provision of emergency services provided/rendered at the sites of motor vehicle incidents and other emergency incidents, and to receive all Collections on Client's behalf and to sue for and give satisfaction for monies due on account and to withdraw any claims, suits, or proceedings pertaining to or arising out of Company's or Client's right to collect such amounts; and
- (b) Endorsement: To take possession of and endorse in Client's name any notes, checks, money orders, and any other instruments received as Collections.

**ARTICLE 4  
GENERAL RESPONSIBILITIES OF COMPANY**

4.1. Minimum Amount of Service: Company agrees to devote as much time and attention to the performance of the Company Services under this Agreement as may be, in Company's sole discretion, required to accomplish the tasks described herein to accomplish the results for which the Company is responsible under this Agreement.

4.2. Company Services: Company agrees to perform the Company Services as set forth in the "List of Company Services" attached hereto as Schedule "A" and incorporated herein by reference; including those additional services requested by Client and accepted in writing by the Company during the term of this Agreement.

4.3. Non-Exclusive Relationship: Company may represent, perform services for, and contract with as many additional clients, persons, or companies as Company, in Company's sole discretion, sees fit.

4.4. Time and Place of Performing Work: Company may perform the services under this Agreement at any suitable time and location Company chooses.

4.5. Materials and Equipment: Company will supply all materials and equipment required to perform the services under this Agreement.

4.6. Workers' Compensation: Company agrees to provide workers' compensation insurance for Company and Company's employees and agents and agrees to hold harmless and indemnify Client for any and all claims arising out of any injury, disability, or death of any of Company's employees or agents.

4.7. Assignment: Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Company without the prior written consent of Client, which consent shall not be unreasonably withheld.

#### **ARTICLE 5 COMPENSATION OF COMPANY**

5.1. Compensation for Company Services: All Company Services provided pursuant to this Agreement will be provided in accordance with the terms, including compensation amounts and schedule of remittance, set forth in the "List of Company Services," attached hereto as Schedule A.

5.2. The provisions of Article 11 of this Agreement will govern any dispute associated with compensation.

#### **ARTICLE 6 OBLIGATIONS OF CLIENT**

6.1. Cooperation of Client: The Client agrees to comply with all reasonable requests of Company and provide access to all documents reasonably necessary to the performance of Company's duties under this Agreement. The Client shall be responsible for initially insuring, and continuing to review, local and state laws in the Client's jurisdiction to assure adequate legal authority for Company to engage in the Services described herein on behalf of Client.

6.2. Assignment: Once a run is assigned to Company for processing, Company will pursue collection until all efforts have been exhausted. While Company is pursuing payment on a claim Client is precluded from assigning any duties or obligations under this Agreement to any other party, without the written consent of Company. Client may not negotiate a settlement of a run Company is processing without Company's written consent to the terms of the settlement and compensation due to Company for processing the run. Once Company has determined a run is not collectible it will either be archived and closed or sent to a collection agency (only if Client chooses to do so). Sending an account to collection incurs additional fees to Client. If payment is received from a collection agency, the amount received will be posted to Client's account by Company. Company will reimburse Client at the rate set forth in Schedule A, List of Company Services for that particular run, minus any additional fees from the collection agency.

#### **ARTICLE 7 CLIENT AUTHORIZATION**

7.1. Authorization: Notwithstanding other provisions of this Agreement, Company shall obtain authorization from Client prior to performing any of the following:

- (a) The sale conveyance, transfer, pledge exchange, assignment, hypothecation, or encumbrance of Client's interest in any sums owed to Client; and
- (b) All other limitations as stated by the terms of this Agreement.

#### **ARTICLE 8 TERMINATION OF AGREEMENT**

8.1. Termination on Notice: Notwithstanding any other provision of this Agreement, either party may terminate this Agreement at any time by giving thirty days (30) written notice to the other party. Unless earlier terminated as set forth below, this Agreement shall be effective as of the date first set out above and shall continue for a period of one (1) year thereafter. This Agreement shall automatically renew for successive one (1) year periods, unless either party provides written notification to the other party of its decision not to renew this Agreement. Any runs submitted for processing to Company prior to the date of the notice of termination will continue to be processed under the terms of the List of Company Services set forth in this Agreement.

8.2. Termination on Occurrence of Stated Events: This Agreement will terminate automatically on the occurrence of any of the following events;

- (a) Bankruptcy or insolvency of either party;
- (b) The assignment of this Agreement by either party without the consent of the other party; the parties agree that neither party will unreasonably withhold consent to such an assignment.

8.3. Termination for Default: If either party defaults in the performance of this Agreement or materially breaches any of its provisions, the non-breaching party may terminate this Agreement by giving written notification to the breaching party. Termination will take effect immediately on receipt of notice by the breaching party or five days (5) after mailing of notice, whichever occurs first. For the purposes of this paragraph, material breach of this Agreement includes, but is not limited to, the following:

- (a) Company's failure to complete the services specified in the Description of Services;
- (b) Client's material breach of any representation, warranty or agreement contained in this Agreement;
- (c) Company's material breach of any representation, warranty or agreement contained in this Agreement;
- (d) If the Fire Department does not maintain a minimum of 6 billable runs per year, the Fire Department will be subject to a minimum account service fee of \$250 annually or termination of the account.

**ARTICLE 9  
PROPRIETARY RIGHTS**

9.1. Confidential Information: Any written, printed, graphic, or electronically or magnetically recorded information furnished by Client for Company's use are the sole property of Client. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning the Client's employees, products, services, prices, operations, and subsidiaries. Company will keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with the Client's approval, and only to the extent necessary to perform the services under this Agreement. This prohibition also applies to Company's employees, agents, and subcontractors. On termination of this Agreement, Company will return any confidential information in Company's possession to Client.

9.2. Confidential Information: Any written, printed, graphic, electronically or magnetically recorded information, computer-based hardware, software, applications, software scripts, or software links furnished by Company for Client's use are the sole property of Company. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning the Company's employees, products, services, prices, operations, and subsidiaries. Client will keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with the Company's approval, and only to the extent necessary to perform the services under this Agreement. This prohibition also applies to Client's employees, agents, and subcontractors. On termination of this Agreement, Client will return any confidential information in Client's possession to Company.

**ARTICLE 10  
INDEMNIFICATION**

10.1. Indemnification: To the extent permitted by applicable law, the Company will indemnify and hold the Client harmless from and against any and all loss, damage, liability, claims and/or injury resulting from all negligent actions performed by the Company, or its agents on the Company's behalf, in connection with this Agreement. However, this indemnification shall not apply with respect to any legal cause, action or consequential liability or losses as a result from inaccurate or incomplete information or unfounded or unreasonable submissions furnished to the Company by the Client nor shall it apply to any act, omission or negligence of the Client.

**ARTICLE 11  
GENERAL PROVISIONS**

11.1. Governing Law: This Agreement shall be governed in all respects by the laws of the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction that would cause the application of the laws of any jurisdiction other than the State of California).

11.2. Entire Agreement: This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understanding of the parties.

11.3. Successors and Assigns: Except as otherwise provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto. No party may assign any of its rights or obligations hereunder without the express written consent of the other party hereto, which consent may not be unreasonably withheld; provided, however, any party may assign any and all of its rights and interests hereunder to one or more of its affiliates and designate one or more of its affiliates to perform its obligations hereunder; provided, however, that such party remains liable for full and total performance of its obligations hereunder.

11.4. Notices: Any notices authorized to be given hereunder shall be in writing and deemed given, if delivered personally or by overnight courier, on the date of delivery, if a Business Day, or if not a business day, on the first Business Day following delivery, or if mailed, three days after mailing by registered or certified mail, return receipt requested, and in each case, addressed, as follows:

If to the Company to:

Fire Recovery USA, LLC  
2271 Lava Ridge Court, Suite 120  
Roseville CA 95661  
Attention: Craig Nagler

with a copy to:

The Watkins Firm, APC  
9915 Mira Mesa Boulevard, Suite 130  
San Diego, CA 92131  
Attention: Chris Popov, Esq.

If to Client to:

North County Fire Protection District  
300 South Main Avenue  
Fallbrook, CA 92028-2938  
ATTN Fire Chief

with a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

Or, if delivered by telecopy, on a Business Day before 4:00 PM local time of addressee, on transmission confirmed electronically, or if at any other time or day on the first Business Day succeeding transmission confirmed electronically, to the facsimile numbers provided above, or to such other address or telecopy number as any party shall specify to the other, pursuant to the foregoing notice provisions. When used in this Agreement, the term "Business Day" shall mean a day other than a Saturday, Sunday or a Federal Holiday.

11.5. Waiver; Amendments: This Agreement sets forth the entire agreement of the parties respecting the subject matter hereof, (ii) supersede any prior and contemporaneous understandings, agreements, or representations by or among the parties, written or oral, to the extent they related in any way to the subject matter hereof, and (iii) may not be amended orally, and no right or obligation of any party may be altered, except as expressly set forth in a writing signed by such party.

11.6. Counterparts: This Agreement may be signed in several counterparts.

11.7. Expenses: Each party shall bear its own expenses incurred with respect to the preparation of this Agreement and the consummation of the transactions contemplated hereby.

11.8. Arbitration:

(a) If at any time there shall be a dispute arising out of or relating to any provision of this Agreement, any Transaction Document or any agreement contemplated hereby or thereby, such dispute shall be submitted for binding and final determination by arbitration in accordance with the regulations then obtaining of the American Arbitration Association. Judgment upon the award rendered by the arbitrator(s) resulting from such arbitration shall be in writing, and shall be final and binding upon all involved parties. The site of any arbitration shall be at a site agreed to by the parties and the arbitration decision can be enforced in a "court of competent jurisdiction".

(b) This arbitration clause shall survive the termination of this Agreement, any Transaction Document and any agreement contemplated hereby or thereby.

11.9. Waiver of Jury Trial; Exemplary Damages: THE PARTIES HERETO HEREBY WAIVE THEIR RIGHTS TO TRIAL BY JURY WITH RESPECT TO ANY DISPUTE ARISING UNDER THIS AGREEMENT OR ANY TRANSACTION DOCUMENT. NO PARTY SHALL BE AWARDED PUNITIVE OR OTHER EXEMPLARY DAMAGES RESPECTING ANY DISPUTE ARISING UNDER THIS AGREEMENT OR ANY TRANSACTION DOCUMENT CONTEMPLATED HEREBY.

11.10 Cooperative Purchases: This Agreement may be used by other government agencies. Company has agreed to offer similar serves to other agencies under the same or similar terms and conditions as stated herein except that the revenue share percentage (Compensation) may be negotiated between the Company and other agencies based on the specific revenue expectations, agency reimbursed costs, and other agency requirements. The City/County/or Client/Protection District will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchase by other agencies.

*Signatures on following page:*



IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

**COMPANY:**

**FIRE RECOVERY USA, LLC.**  
a California limited liability company

Signature: \_\_\_\_\_

Name: M. Craig Nagler

Title: Manager

**CLIENT:**

**North County Fire Protection District**

Signature: \_\_\_\_\_

Name (printed): \_\_\_\_\_

Title: \_\_\_\_\_

**SCHEDULE A**

**LIST OF COMPANY SERVICES**

1. Company agrees to bill the responsible party on the Client's behalf for services provided/rendered during motor vehicle incidents and other emergency incidents. The Mitigation Rates lists in Exhibit A will increase annually based on the annual percentage increase in the Consumer Price Index (CPI), as developed by the Bureau of Labor Statistics of the U.S. Department of Labor. Rate adjustments will occur to keep the fire department's cost recovery program in conformity with increasing operating expenses.
2. Company will provide, as a normal matter of business; entry of claims and submission to the responsible party, collections of monies deemed due to the Client, payments of the agreed upon percentage of said monies to Client, and reporting of progress.
3. Company agrees to bill to the best of its ability all claims provided to Company by the Client.
4. Company will not begin litigation against a person, entity, or insurance carrier without prior written approval by the Client.
5. Company agrees to reimburse Client a portion of the monies collected at a rate of 80% (eighty-percent) of the total monies collected on the Client's claims. Total monies collected will be net, after any credit card processing fees (charged at 4%) or any collection agency fees. If Client submits a claim to Company and later wants to cancel the claim, Client may be subject to a billing fee. If Client agrees to submit a claim to Company's collection agency and later wants to remove it from collection status, Client may be subject to a fee of up to 35% of the amount of the claim to compensate for efforts made to collect the claim.
6. Company agrees to pay these monies collected to the Client on a monthly basis, within seven (7) working days after the close and accounting of the monthly billing cycle.
7. Company agrees to make available reports via a password protected website to the Client which detail billable claims outstanding (which are claims submitted, but not yet completed) and claims completed in the prior billing cycle.
8. Company will not be responsible for, nor accept any liability for, any erroneous, invalid, or illegal procedure codes or claims submitted to Company by the Client on the Run Sheets.

**EXHIBIT A**

**MITIGATION RATES**

**BASED ON PER HOUR**

The mitigation rates below are average "billing levels", and are typical for the incident responses listed, however, when a claim is submitted, it may be itemized and based on the actual services provided.

These rates are based on actual costs using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance). Labor rates include an average department's actual burdened labor costs and not just a firefighter's wage. These include wages, retirement, benefits, workers comp, etc.

**MOTOR VEHICLE INCIDENTS**

**Level 1 - \$618.00**

Provide hazardous materials assessment and scene stabilization. This will be the most common "billing level". This occurs almost every time the fire department responds to an accident/incident.

**Level 2 - \$705.00**

Includes Level 1 services as well as clean up and material used (sorbents) for hazardous fluid clean up and disposal. We will bill at this level if the fire department has to clean up any gasoline or other automotive fluids that are spilled as a result of the accident/incident.

**Level 3 – CAR FIRE - \$860.00**

Provide scene safety, fire suppression, breathing air, rescue tools, hand tools, hose, tip use, foam, structure protection, and clean up gasoline or other automotive fluids that are spilled as a result of the accident/incident.

**ADD-ON SERVICES:**

**Extrication - \$1,859.00**

Includes heavy rescue tools, ropes, airbags, cribbing etc. This charge will be added if the fire department has to free/remove anyone from the vehicle(s) using any equipment. We will not bill at this level if the patient is simply unconscious and fire department is able to open the door to access the patient. This level is to be billed only if equipment is deployed.

**Creating a Landing Zone - \$567.00**

Includes Air Care (multi-engine company response, mutual aid, helicopter). We will bill at this level any time a helicopter landing zone is created and/or is utilized to transport the patient(s).

**Itemized Response:** You have the option to bill each incident as an independent event with custom mitigation rates, for each incident using, itemized rates deemed usual, customary and

reasonable (UCR). These incidents will be billed, itemized per apparatus, per personnel, plus products and equipment used.

## **HAZMAT**

### **Level 1 - \$999.00**

**Basic Response:** Claim will include engine response, first responder assignment, perimeter establishment, evacuations, set-up and command.

### **Level 2 - \$3,566.00**

**Intermediate Response:** Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, set-up and command, Level A or B suit donning, breathing air and detection equipment. Set-up and removal of decon center.

### **Level 3 – \$8,420.00**

**Advanced Response:** Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, first responder set-up and command, Level A or B suit donning, breathing air and detection equipment and robot deployment. Set-up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene. Includes 3 hours of on scene time - **each additional hour @ \$391.00 per HAZMAT team.**

## **FIRES**

**Assignment - \$568.00 per hour, per engine / \$711.00 per hour, per truck**

### **Includes:**

- Scene Safety
- Investigation
- Fire / Hazard Control

This will be the most common "billing level". This occurs almost every time the fire department responds to an incident.

**OPTIONAL: A fire department has the option to bill each fire as an independent event with custom mitigation rates.**

**Itemized, per person, at various pay levels and for itemized products use.**

**ILLEGAL FIRES**

**Assignment - \$568.00 per hour, per engine / \$711.00 per hour, per truck**

When a fire is started by any person or persons that requires a fire department response during a time or season when fires are regulated or controlled by local or state rules, provisions or ordinances because of pollution or fire danger concerns, such person or persons will be liable for the fire department response at a cost not to exceed the actual expenses incurred by the fire department to respond and contain the fire. Similarly, if a fire is started where permits are required for such a fire and the permit was not obtained and the fire department is required to respond to contain the fire the responsible party will be liable for the response at a cost not to exceed the actual expenses incurred by the fire department. The actual expenses will include direct labor, equipment costs and any other costs that can be reasonably allocated to the cost of the response.

**WATER INCIDENTS**

**Level 1**

**Basic Response:** Claim will include engine response, first responder assignment, perimeter establishment, evacuations, first responder set-up and command, scene safety and investigation (including possible patient contact, hazard control). This will be the most common "billing level". This occurs almost every time the fire department responds to a water incident.

**Billed at \$583 plus \$70 per hour, per rescue person.**

**Level 2**

**Intermediate Response:** Includes Level 1 services as well as clean up and material used (sorbents), minor hazardous clean up and disposal. We will bill at this level if the fire department has to clean up small amounts of gasoline or other fluids that are spilled as a result of the incident.

**Billed at \$1,170 plus \$70 per hour, per rescue person.**

**Level 3**

**Advanced Response:** Includes Level 1 and Level 2 services as well as D.A.R.T. activation, donning breathing apparatus and detection equipment. Set up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene.

**Billed at \$2,897 plus \$70 per hour per rescue person, plus \$140 per hour per HAZMAT team member.**

**Level 4**

**Itemized Response:** You have the option to bill each incident as an independent event with custom mitigation rates for each incident using itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized, per trained rescue person, plus rescue products used.

**BACK COUNTRY OR SPECIAL RESCUE**

**Itemized Response:** Each incident will be billed with custom mitigation rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus per hour, per trained rescue person per hour, plus rescue products used.

**Minimum billed \$583 plus \$70 per hour, per rescue person. Additional rates of \$583 per hour per response vehicle and \$70 per hour per rescue person.**

**CHIEF RESPONSE**

This includes the set-up of Command and providing direction of the incident. This could include operations, safety, and administration of the incident.

**Billed at \$356 per hour.**

**MISCELLANEOUS / ADDITIONAL TIME ON-SCENE**

**ADDITIONAL TIME ON-SCENE** (for all levels of service)

Engine billed at \$568 per hour.  
Truck billed at \$771 per hour.  
Command at \$356 per hour  
Miscellaneous equipment billed at \$427.

**MITIGATION RATE NOTES**

The mitigation rates above are average "billing levels" for one hour of service, and are typical for the incident responses listed, however, when a claim is submitted, it may be itemized and based on the actual services provided.

These average mitigation rates were determined by itemizing costs for a typical run (from the time a fire apparatus leaves the station until it returns to the station) and are based on the actual costs, using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance) and labor rates (an average department's "actual personnel expense" and not just a firefighter's basic wage). The actual personnel expense includes costs such as wages, retirement, benefits, workers comp, insurance, etc.

# NORTH COUNTY FIRE PROTECTION DISTRICT



## RESOLUTION 2025-01 A RESOLUTION ESTABLISHING AND IMPLEMENTING A PROGRAM TO CHARGE MITIGATION RATES FOR THE DEPLOYMENT OF EMERGENCY AND NON-EMERGENCY SERVICES BY THE NORTH COUNTY FIRE PROTECTION DISTRICT

**WHEREAS**, the emergency services response activity to incidents continues to increase each year; Environmental Protection requirements involving equipment and training, and Homeland Security regulations involving equipment and training, creating additional demands on all operational aspects of the District's services; and

**WHEREAS**, the District has investigated different methods to maintain a high level of quality of emergency and non-emergency service capability throughout times of constantly increasing service demands, where maintaining an effective response by the District decreases the costs of incidents to insurance carriers, businesses, and individuals through timely and effective management of emergency situations, saving lives and reducing property and environmental damage; and

**WHEREAS**, raising real property tax to meet the increase in service demands would not be fair when the responsible party(s) should be held accountable for their actions; and

**WHEREAS**, the Board of the North County Fire Protection District desires to implement a fair and equitable procedure by which to collect said mitigation rates and shall establish a billing system in accordance with applicable laws, regulations and guidelines;

**NOW THEREFORE**, the Board of Directors of the North County Fire Protection District does hereby find, resolve, order and determine as follows:

**SECTION 1:** The North County Fire Protection District shall initiate mitigation rates for the delivery of emergency and non-emergency services for personnel, supplies and equipment to the scene of emergency and non-emergency incidents as listed in "EXHIBIT A". The mitigation rates shall be based on actual costs of the services and that which is usual, customary and reasonable (UCR) as shown in "EXHIBIT A", which may include any services, personnel, supplies, and equipment and with baselines established by addendum to this document.

**SECTION 2:** A claim shall be filed to the responsible party(s) through their insurance carrier. In some circumstances, the responsible party(s) will be billed directly.

**SECTION 3:** The District's Board may make rules or regulations and from time to time may amend, revoke, or add rules and regulations, not consistent with this Section, as they may deem necessary or expedient in respect to billing for these mitigation rates or the collection thereof.

**SECTION 4:** It is found and determined that all formal actions of this Board concerning and relating to the adoption of this Resolution were adopted in open meetings of this Board, and that all deliberations

of this Board and any of its committees that resulted in such formal actions were in accordance with all legal requirements, and the Codified Resolutions of the Board.

SECTION 5: This resolution shall take effect at the date of adoption.

SECTION 6: The Mitigation Rates lists in Exhibit A will increase annually based on the annual percentage increase in the Consumer Price Index (CPI), as developed by the Bureau of Labor Statistics of the U.S. Department of Labor. Rate adjustments will occur on the anniversary date of this ordinance/resolution to keep the fire department's cost recovery program in conformity with increasing operating expenses.

**APPROVED, SIGNED AND ADOPTED** by the Board of Directors, North County Fire Protection District, County of San Diego, State of California, on this **28<sup>th</sup> day of January 2025** by the following vote:

- AYES:**
- NOES:**
- ABSENT:**
- ABSTAIN:**

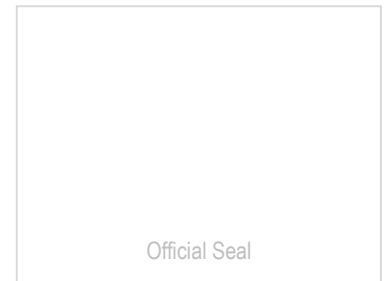
\_\_\_\_\_  
Chris Shaw, Board President

**ATTEST:**

**I HEREBY CERTIFY** that the foregoing is a true and correct copy of the Resolution duly and regularly adopted by the Board of Directors of the North County Fire Protection District thereof held on the **28<sup>th</sup> day of January 2025**, and that the same now appears on record in my office.

**IN WITNESS THEREOF**, I hereunto set my hand and affixed by official seal this **28<sup>th</sup> day of January 2025**.

\_\_\_\_\_  
Mavis Canpinar  
Board Clerk





## EXHIBIT A

### **MITIGATION RATES BASED ON PER HOUR**

The mitigation rates below are average “billing levels”, and are typical for the incident responses listed, however, when a claim is submitted, it may be itemized and based on the actual services provided.

These rates are based on actual costs using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance). Labor rates include an average department’s actual burdened labor costs and not just a firefighter’s wage. These include wages, retirement, benefits, workers comp, etc.

#### **MOTOR VEHICLE INCIDENTS**

##### **Level 1 - \$618.00**

Provide hazardous materials assessment and scene stabilization. This will be the most common “billing level”. This occurs almost every time the North County Fire Protection District (“District”) responds to an accident/incident.

##### **Level 2 - \$705.00**

Includes Level 1 services as well as clean up and material used (sorbents) for hazardous fluid clean up and disposal. We will bill at this level if the District has to clean up any gasoline or other automotive fluids that are spilled as a result of the accident/incident.

##### **Level 3 – CAR FIRE - \$860.00**

Provide scene safety, fire suppression, breathing air, rescue tools, hand tools, hose, tip use, foam, structure protection, and clean up gasoline or other automotive fluids that are spilled as a result of the accident/incident.

#### **ADD-ON SERVICES:**

##### **Extrication - \$1,859.00**

Includes heavy rescue tools, ropes, airbags, cribbing etc. This charge will be added if the District has to free/remove anyone from the vehicle(s) using any equipment. We will not bill at this level if the patient is simply unconscious and the District is able to open the door to access the patient. This level is to be billed only if equipment is deployed.

##### **Creating a Landing Zone - \$567.00**

Includes Air Care (multi-engine company response, mutual aid, helicopter). We will bill at this level any time a helicopter landing zone is created and/or is utilized to transport the patient(s).

**Itemized Response:** You have the option to bill each incident as an independent event with custom mitigation rates, for each incident using, itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus, per personnel, plus products and equipment used.

#### **HAZMAT**

##### **Level 1 - \$999.00**

**Basic Response:** Claim will include engine response, first responder assignment, perimeter establishment, evacuations, set-up and command.

## **Level 2 - \$3,566.00**

**Intermediate Response:** Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, set-up and command, Level A or B suit donning, breathing air and detection equipment. Set-up and removal of decon center.

## **Level 3 – \$8,420.00**

**Advanced Response:** Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, first responder set-up and command, Level A or B suit donning, breathing air and detection equipment and robot deployment. Set-up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene. Includes 3 hours of on scene time - **each additional hour @ \$391.00 per HAZMAT team.**

## **FIRES**

**Assignment - \$568.00 per hour, per engine / \$711.00 per hour, per truck**

### **Includes:**

- Scene Safety
- Investigation
- Fire / Hazard Control

This will be the most common “billing level”. This occurs almost every time the District responds to an incident.

**OPTIONAL: The District has the option to bill each fire as an independent event with custom mitigation rates.**

**Itemized, per person, at various pay levels and for itemized products use.**

## **ILLEGAL FIRES**

**Assignment - \$568.00 per hour, per engine / \$711.00 per hour, per truck**

When a fire is started by any person or persons that requires the District’s response during a time or season when fires are regulated or controlled by local or state rules, provisions or ordinances because of pollution or fire danger concerns, such person or persons will be liable for the District response at a cost not to exceed the actual expenses incurred by the District to respond and contain the fire. Similarly, if a fire is started where permits are required for such a fire and the permit was not obtained and the District is required to respond to contain the fire the responsible party will be liable for the response at a cost not to exceed the actual expenses incurred by the District. The actual expenses will include direct labor, equipment costs and any other costs that can be reasonably allocated to the cost of the response.

## **WATER INCIDENTS**

### **Level 1**

**Basic Response:** Claim will include engine response, first responder assignment, perimeter establishment, evacuations, first responder set-up and command, scene safety and investigation (including possible patient contact, hazard control). This will be the most common “billing level”. This occurs almost every time the District responds to a water incident.

**Billed at \$583 plus \$70 per hour, per rescue person.**

## **Level 2**

**Intermediate Response:** Includes Level 1 services as well as clean up and material used (sorbents), minor hazardous clean up and disposal. We will bill at this level if the District has to clean up small amounts of gasoline or other fluids that are spilled as a result of the incident.

**Billed at \$1,170 plus \$70 per hour, per rescue person.**

## **Level 3**

**Advanced Response:** Includes Level 1 and Level 2 services as well as D.A.R.T. activation, donning breathing apparatus and detection equipment. Set up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene.

**Billed at \$2,897 plus \$70 per hour per rescue person, plus \$140 per hour per HAZMAT team member.**

## **Level 4**

**Itemized Response:** You have the option to bill each incident as an independent event with custom mitigation rates for each incident using itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized, per trained rescue person, plus rescue products used.

## **BACK COUNTRY OR SPECIAL RESCUE**

**Itemized Response:** Each incident will be billed with custom mitigation rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus per hour, per trained rescue person per hour, plus rescue products used.

**Minimum billed \$583 plus \$70 per hour, per rescue person. Additional rates of \$583 per hour per response vehicle and \$70 per hour per rescue person.**

## **CHIEF RESPONSE**

This includes the set-up of Command and providing direction of the incident. This could include operations, safety, and administration of the incident.

**Billed at \$356 per hour.**

## **MISCELLANEOUS / ADDITIONAL TIME ON-SCENE**

### **ADDITIONAL TIME ON-SCENE (for all levels of service)**

Engine billed at \$568 per hour.

Truck billed at \$771 per hour.

Command at \$356 per hour

Miscellaneous equipment billed at \$427.

## **MITIGATION RATE NOTES**

The mitigation rates above are average "billing levels" for one hour of service, and are typical for the incident responses listed, however, when a claim is submitted, it may be itemized and based on the actual services provided.

These average mitigation rates were determined by itemizing costs for a typical run (from the time a fire apparatus leaves the station until it returns to the station) and are based on the actual costs, using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance) and labor rates (an average department's "actual personnel expense" and not just

a firefighter's basic wage). The actual personnel expense includes costs such as wages, retirement, benefits, workers comp, insurance, etc.

# NORTH COUNTY FIRE PROTECTION DISTRICT

330 S. Main Avenue • Fallbrook, California 92028 • Phone: (760) 723-2005 • Fax: (760) 723-2072 • Web: [www.ncfireca.gov](http://www.ncfireca.gov)

## BOARD OF DIRECTORS

MARK BARTHOLOMEW  
JEFF EGKAN  
KENNETH E. MUNSON  
ROSS PIKE  
CHRIS SHAW

KEITH MCREYNOLDS- Fire Chief  
KRISTEN STEINKE - General Counsel  
MAVIS CANPINAR - Executive Assistant/Board Clerk

## NOTICE OF PUBLIC HEARING BOARD OF DIRECTORS OF THE NORTH COUNTY FIRE PROTECTION DISTRICT

**NOTICE IS HEREBY GIVEN** THAT THE BOARD OF DIRECTORS OF THE NORTH COUNTY FIRE PROTECTION DISTRICT, 330 South Main Avenue, Fallbrook, California, County of San Diego, will conduct a Public Hearing on **Tuesday, January 28, 2025, at a time certain of 5:05 p.m. at Fallbrook Public Utility District, 990 E. Mission Rd., Fallbrook, California**, to discuss and consider adoption of Resolution 2025-01, reflecting Cost Recovery Program fee adjustments. The Program permits the District to recover costs related to incidents on public highways, such as engine responses to traffic collisions, vehicle fires, arson investigation, and gas leaks. Members of the public will have an opportunity to make public comment pertaining to the adoption of this cost schedule. A copy of this Program recovery schedule may be obtained from the North County Fire Protection District Headquarters at 330 S. Main Avenue, Fallbrook, California, between 8:00 a.m. and 5:00 p.m. Monday through Thursday, or may be obtained by contacting Board Clerk Mavis Canpinar by phone at (760) 723-2012 or email at [mavis@ncfire.org](mailto:mavis@ncfire.org)

Instructions for members of the public to observe the board meeting and the public hearing in person or via web conference / teleconference will be included in the January 28, 2025, meeting agenda. Please note that in the event of technical issues that disrupt the ability of members of the public to view the meeting or provide public comments through the web conference option, the meeting will continue. Members of the public who wish to address the Board of Directors regarding Resolution 2025-01 may submit written testimony for receipt no later than 3:00 pm on January 28, 2025 (with a reading limit of no more than 3 minutes), by mail to the attention of the Board Clerk, at 330 S. Main Ave., Fallbrook, CA 92028, or by e-mail to the Board Clerk at [ncfboardcomments@ncfire.org](mailto:ncfboardcomments@ncfire.org). Written testimony will be read to the Board during the public hearing. Members of the public may also provide oral testimony during the public hearing in person or via teleconference by following the instructions for public comment included in the January 28, 2025, meeting agenda.



PROUDLY SERVING THE COMMUNITIES OF FALLBROOK, BONSALE, AND RAINBOW

DUTY ~ INTEGRITY ~ RESPECT

Any person(s) may appear at said time and place and be heard regarding this item.

North County Fire Protection District  
(760) 723-2005

BY ORDER OF THE BOARD OF DIRECTORS OF THE NORTH COUNTY FIRE PROTECTION DISTRICT.

Mavis Canpinar  
Board Clerk  
Dated: January 9, 2025

**CERTIFICATION OF POSTING**

"I certify that this notice was posted at the following locations: [1] the entrance of North County Fire Protection District Administrative Offices, [2] Fallbrook Public Utility District Administrative Offices, [3] the Roy Noon Meeting Hall, and [4] the District's website at [www.ncfireca.gov](http://www.ncfireca.gov) The date of posting was January 9, 2025."

Board Clerk Mavis Canpinar:  Date: January 9, 2025



501 West Broadway - Suite 1600  
San Diego, California 92101-8474  
voice 619.814.5800 - fax 619.814.6799  
www.bwslaw.com

**MEMORANDUM**

**TO:** Board of Directors  
North County Fire Protection District  
**FROM:** Kristen S. Steinke, General Counsel  
**DATE:** January 28, 2025  
**RE:** General Counsel Report for Monthly Board Meeting

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This memo addresses the State of California’s response to the devastating fires throughout Southern California and the implementation of laws aimed at relief efforts. Some information in this memo may need to be updated at the time of the Jan. 28 board meeting given the quickly changing and dynamic situation throughout Southern California.<sup>1</sup>

State and Federal emergencies have been declared in Los Angeles and surrounding areas due to ongoing fires and fire damage. Declaring a state of emergency at the State and Federal levels is important to allow State and Federal agencies to provide financial assistance to local jurisdictions with a reduction in the red tape that would typically be required in the absence of an emergency. It also allows individuals to seek assistance directly from FEMA and other agencies.

Clean up efforts after devastating natural disasters can take years, especially if local jurisdictions do not have the resources or capacity to handle the onslaught of requests for permits, inspections and other necessary services for the clean-up of debris and eventual rebuild.

Earlier this month, Governor Newsom called on lawmakers to approve at least \$2.5 billion in spending to speed up wildfire recovery, cleanup, and preparedness and reopen schools using the state’s emergency reserve account and funds from Proposition 4. Proposition 4, passed in November 2024, is a bond measure aimed at spending \$10 billion to fund water, climate, wildfire and natural resource projects. The funds from Prop. 4 would safeguard drinking water, combat wildfires, protect natural lands, and improve

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<sup>1</sup> The information contained in this memo is based on information provided by the League of California Cities in its January 15 edition of the *Cal Cities Advocate* article titled “We’ve compiled a list of the most helpful wildfire-related resources and updates for residents and city officials; “ by: Jolena Voorhis, legislative affairs lobbyist, Meghan McKelvey, department and member services senior manager, Nicholas Cabeza, regional public affairs manager (Los Angeles County Division), and Brian Hendershot, Cal Cities Advocate managing editor

resilience against floods and extreme heat. It remains to be seen how those funds may be used for the most recent fires in Southern California.

All lawmakers have called for swift action. Lawmakers will likely vote on the proposals by January 27 (an update on these action items will be provided at the Jan. 28 Board Meeting).

The Governor also signed three executive orders. One lifts certain environmental rules, that are otherwise cumbersome, to speed up rebuilding and extends price gouging protections. The other would make it easier to clear debris and prepare for the eventual mudslides and flooding that typically follow wildfires. The third Order is aimed at expediting clean-up efforts through streamlining the permitting process.

The California Franchise Tax Board will provide state disaster tax relief for taxpayers and businesses affected by the recent wildfires in Los Angeles and Ventura counties.

The California Department of Housing and Community Development has extended or reopened notices of funding for three federal programs and five state programs. It will also extend the deadline for some cities to rezone their housing elements and respond to enforcement letters. The department is also increasing its technical assistance capacity.

Finally, officials are having to dedicate precious resources to false claims and scams. Unfortunately, as has been seen recently in other states facing devastation from natural disasters, bad actors have made false claims about these disasters, spread misinformation and attempted to benefit from the losses of others. Restrictions on price gouging have been expanded in the State of California and violations should be reported to the Attorney General's office for prosecution.





**NORTH COUNTY FIRE  
PROTECTION DISTRICT  
STAFF REPORT**

**TO:** BOARD OF DIRECTORS  
**FROM:** CHIEF McREYNOLDS  
**DATE:** JANUARY 28, 2025  
**SUBJECT:** WRITTEN CORRESPONDENCE

**WRITTEN COMMUNICATION:**

- Supervisor Jim Desmond, Fifth District

**BOARD RECOGNITION PROGRAM:**

- Board Clerk Canpinar

RECEIVED

DEC 16 2024



# JIM DESMOND

SUPERVISOR, FIFTH DISTRICT  
SAN DIEGO COUNTY BOARD OF SUPERVISORS

December 15, 2024

Keith McReynolds  
North County Fire Protection District  
330 Main Street  
Fallbrook, CA 92028

Dear Keith,

As the year comes to an end, I would like to thank you for your leadership and assistance throughout the year! We could not have accomplished the work on behalf of our constituents in North County without your help.

My staff mentioned you as being supportive and someone who helped make 2024 such a wonderful and successful year. Again, thank you for your diligence, professionalism, and commitment to making North County a great place to work and live.

The District 5 family and I wish you and your family a wonderful holiday season and a Happy New Year.

Sincerely,

A handwritten signature in black ink, appearing to read "Jim Desmond".

JIM DESMOND  
Supervisor, 5<sup>th</sup> District  
County of San Diego



# NORTH COUNTY FIRE PROTECTION DISTRICT

## BOARD RECOGNITION

**Date:**

**Employee:**

**Reason for Recognition:**

**Submitted by:**

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**NORTH COUNTY FIRE  
PROTECTION DISTRICT  
STAFF REPORT**

**TO:** BOARD OF DIRECTORS  
**FROM:** CHIEF McREYNOLDS  
**DATE:** JANUARY 28, 2025  
**SUBJECT:** COMMENTS, REPORTS, AND UPDATES

● **STAFF COMMENTS/REPORTS/UPDATES:**

● **CHIEF McREYNOLDS:**

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● **CHIEF OFFICERS & STAFF:**

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● **BOARD:**

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● **BARGAINING GROUPS:**

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● **PUBLIC COMMENT:**

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**NORTH COUNTY FIRE  
PROTECTION DISTRICT  
STAFF REPORT**

**TO:** BOARD OF DIRECTORS

**FROM:** CHIEF MCREYNOLDS

**DATE:** JANUARY 28, 2025

**SUBJECT:** CLOSED SESSION

CS-1. Announcement — President Shaw:

- An announcement regarding the items to be discussed in closed session will be made prior to the commencement of closed session.

CS-2. Conference with Real Property Negotiator (Government Code §54956.8)  
Property: 2805 Overland Trail, Fallbrook, CA 92028

- Agency Rep.: Chief McReynolds and Wil Soholt

CS-3. Report From Closed Session — President Shaw

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