

**San Miguel Consolidated Fire Protection District  
Regular Meeting of the Board of Directors  
Wednesday, January 10, 2024, 5:30 pm  
District Board Room - 2850 Via Orange Way (2nd Floor), Spring Valley, CA 91978**

**AGENDA**

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**APPROVAL OF AGENDA**

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

**PUBLIC COMMENT**

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

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

**SPECIAL PRESENTATION**

The Fire Chief will present the Employee of the Year award.

**CLOSED SESSION**

1. Closed Session – Conference with Legal Counsel – Existing Litigation  
(Case Number: 21-157174)  
(Government Code §54956.9 Subdivision (b))  
Number of Cases: 1
  
2. Closed Session – Conference with Labor Negotiator (§54957.6)  
Agency Negotiators: Attorney Joseph Sanchez  
Title: Fire Chief

**CONSENT AGENDA ITEMS**

3. Approve the Minutes - Regular Meeting of December 13, 2023.
4. Approve Board Member Stipend Payments.
5. Review the Quarterly Information Technology Access Log.
6. Approve the Combined Tax Report submitted by SCI Consulting Group.
7. Approve the Memorandum of Agreement (MOA) between San Diego County Fire Protection District and San Miguel Consolidated Fire Protection District for Emergency Medical Service.

**INFORMATIONAL AGENDA ITEMS**

8. Annual Report Presentation – Fire Chief Brainard will present the Annual Report to the Board of Directors.
9. Calendar Year 2023 Division Reports – Each Division of the District will provide an update for the Board of Directors.
10. Zone 1 Contract Update – The Fire Chief will present an informational update on the Zone 1 Contract.

**ACTION AGENDA ITEMS**

11. Fire Chief's Employment Agreement – The Board of Directors may discuss and approve the Fire Chief's Employment Agreement for Chief Andy Lawler (Effective February 3, 2024).
12. Board Committee Selections – The Board President will make the committee selections for calendar year 2024.
13. Committee Discussion – Committee Chairs and Commission Representatives will make policy guidelines and responsibilities recommendations (Follow-up from November 8, 2024 meeting).

**REPORTS**

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

**ACTION PLAN RECAP**

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

**ADJOURNMENT**

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

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

**The San Miguel Consolidated Fire Protection District  
Regular Meeting of the Board of Directors  
Wednesday, December 13, 2023, 5:30 pm**

***MINUTES***

***President Robles called the meeting to order at 5:30 pm.***

**BOARD MEMBERS PRESENT** Directors McKenna, Muns Pierce, Raddatz, Robles, and Woodruff

**BOARD MEMBERS ABSENT** Director Nelson

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

**Director Pierce led the Pledge of Allegiance**

**APPROVAL OF AGENDA**

**Director Pierce requested Action Agenda Item #12 be moved in front of Information Agenda Item #5. By Board Consensus, the agenda was approved.**

*The Agenda for the Regular Meeting of December 13, 2023, was posted at District Headquarters on Friday, December 8, 2023, at 5:00 p.m.*

**PUBLIC COMMENT - None**

**SPECIAL PRESENTATION**

Chief Quinlan conducted a badge-pinning ceremony for personnel:  
Corey Powell, Matt Richards, and Steven Michel – Promoted to Engineer Paramedic  
Nick Nava – Promoted to Battalion Chief

***Director Muns arrived at 5:37 p.m.***

***President Robles adjourned the meeting to Closed Session at 5:40 p.m.***

**CLOSED SESSION AGENDA ITEMS**

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

***President Robles reconvened the meeting to Open Session at 6:51 p.m.***

**CONSENT AGENDA ITEMS**

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

3. Approve the Minutes – Regular Meeting of November 8, 2023
4. Approve Board Member Stipend Payments

**INFORMATIONAL AGENDA ITEMS**

5. San Miguel Meeting Guide – Executive Assistant/Board Clerk Rians presented an updated Meeting. The 2024 Commissions and Committees selections will be determined at the January meeting, and the finalized Meeting Guide will be posted on our website and provided to the Board shortly after.
6. Zone 1 Contract Update – The Fire Chief will present an informational update on the Zone 1 Contract. A 'Request for Proposal' (RFP) process was discussed. By Board consensus, Chief Brainard was directed to begin discussions with potential partners.

**ACTION AGENDA ITEMS**

7. Terms of Employment – The Board of Directors will discuss and may take action on ratifying the Terms of Employment for the following group: Unrepresented Executive Chiefs and Executive Staff for the term of January 1, 2024 – December 31, 2024.

Upon a motion by Director Raddatz, second by Director Muns, and vote (unanimously in favor with Director Nelson absent), the Terms of Employment for Unrepresented Executive Chiefs and Executive Staff for the term of January 1, 2024 – December 31, 2024, was approved.

8. Terms of Employment – The Board of Directors will discuss and may take action on ratifying the Terms of Employment for the following group: Unrepresented Fire Prevention Management Staff for the term of January 1, 2024 – December 31, 2024.  
The updated Terms of Employment reclassifies the Deputy Fire Marshal to Fire Marshal.

Upon a motion by Director McKenna, second by Director Pierce, and vote (unanimously in favor with Director Nelson absent), the Terms of Employment for Unrepresented Fire Prevention Management Staff for the term of January 1, 2024 – December 31, 2024, was approved.

9. Terms of Employment – The Board of Directors will discuss and may take action on ratifying the Terms of Employment for the following group: Unrepresented Employees for the term of January 1, 2024 – December 31, 2024.

Upon a motion by Director Raddatz, second by Director Muns, and vote (unanimously in favor with Director Nelson absent), the Terms of Employment for Unrepresented Employees for the term of January 1, 2024 – December 31, 2024, was approved.

10. Memorandum of Agreement (MOA) between San Diego County Fire Protection District and San Miguel Consolidated Fire Protection District for Emergency Medical Service – The Board of Directors will receive information and may take action on the agreement request.

Tabled.

11. San Diego Regional Fire Foundation (SDRFF) Fire Department Grant – The Board of Directors will receive information and may take action on a grant request for a Type 3 Apparatus.

Chief Durrell shared specifics on this grant request, which assists the District in acquiring a new brush engine.

Upon a motion by Director Muns, second by Director McKenna, and vote (unanimously in favor with Director Nelson absent), the District's grant request with a percentage of matching funds was approved.

12. Station 16 Renovation – The Board of Directors will receive information and may take action on the request to separate Station 16's Renovation into two Public Works projects for the best interest of the District.

Upon a motion by Director Pierce, second by Director McKenna, and vote (unanimously in favor with Director Nelson absent), the separation of RFPs (one for Station 16 roof repairs, another for solar on Stations 14, 16, 22 and 23) was approved.

13. Allocation of 2022/2023 General Fund Reserve – The Board of Directors may accept the recommendation of where to allocate General Fund Revenue into Reserve Funds.

Upon a motion by Director Raddatz, second by Director Muns, and vote (unanimously in favor with Director Nelson absent), the allocation of General Fund Revenue was approved as recommended.

14. Election of Board Officers – The Board will elect Board Officers pursuant to Board Policy Manual item 201.1. The Officers of the Board are the President, Vice President, and Secretary.

Director McKenna nominated Director Robles for Board President. With no other nominations, [Director Robles was elected Board President](#) by vote (unanimously with Director Nelson absent).

Director Robles nominated Director McKenna for Board Vice President. With no other nominations, [Director McKenna was elected Board Vice President](#) by vote (unanimously with Director Nelson absent).

Director Robles nominated Director Pierce for Board Secretary. With no other nominations, [Director Pierce was elected Board Secretary](#) by vote (unanimously with Director Nelson absent).

## REPORTS

15. Committee Reports

Director Woodruff attended his first CSDA meeting and shared that the discussion was enlightening.

16. Directors' Reports

Directors Pierce, Raddatz, and Robles commented on the valuable FDAC training held on December 8 & 9. Director Woodruff commended personnel on the toy drive. Directors McKenna and Robles thanked Local 1434 for hosting the annual holiday party. Director Robles shared that the Land Acknowledgment agenda item from last month's meeting is still being

worked on, and he will be attending Supervisor Joel Anderson's 'Open House' tomorrow if anyone would like to join.

#### 17. Chief's Report

##### **Action Plan Recap from November 8, 2023, Board Meeting**

- Land Acknowledgment Resolution **Tabled for a future Board Meeting.**
- Staff to prepare a 'Thank You' letter for Assemblywoman Waldron – **Completed.**
- Committee Chairs and Commission Representatives to bring back recommendations for policy guidelines – **Due January 2024 Board Meeting.**
  - Board Clerk Rians to revamp the Commissions and Committees reference document **Draft provided for Agenda Item #5 tonight.**
- Chief Brainard directed to request funds from Assemblywoman Dr. Weber for thermal imaging cameras. **Letter submitted.**
- December meeting - Memorandum of Agreement between SDCFPD and SMCFPD for Emergency Medical Services – **Agenda Item #10 tonight.**
- Board – Draft Policy – Maui Fire and assisting on non-OES incidents without being "public gift of funds" **Referred to policy committee and Firefighters Association (Local 134).**

##### **ASA (Ambulance Service Area)**

- Medic 24 (Harbison Canyon Station 24) begins 12-hour shifts on 12/28/2023.

##### **Skin Cancer Screening**

- 236 Fire personnel screened (73 referred for possible biopsy) over 3 days.

##### **QA on all District Contracts**

- Staff reviewing and evaluating all District contracts (Wellness, Fleet, etc.).

##### **Fill the Boot at Steele Canyon and Monte Vista HS**

- Raised \$5,000 for the toy parade and blessed several SMG families.

##### **FDAC 2-day workshop hosted by San Miguel December 8 & 9**

##### **Significant Incidents**

- Nov 18 – 9034 Ildica - Mass shooting/MCI - 7 patients
- Nov 23 – Hwy 94/Vista Sage 38 acres veg fire homes threatened Central Zone and State resources – No structural damage

#### 18. Association of San Miguel Chief Officers Communications

Battalion Chief Christiansen shared that he, Chiefs Durrell, and Nava all attended the 2-day FDAC training at HQ. Firefighter Paramedic testing is being conducted with 15 applicants in the process, and an Engineer Academy is in the works for late January/early February.

#### 19. Association of San Miguel Firefighters Communications

Captain Hays shared that fundraising efforts for Ashley Durrell have been successful. Local 1434 recently connected with the SabesWings Foundation, which may lead to further partnerships to help with other fundraising efforts like the annual golf tournament. Hays also spoke about the successful holiday party, continued partnership with Noah Homes, and commendation for Chaplain Helewa following the passing of Sycuan Fire Captain Sabas.

20. Correspondence

Chief Brainard shared hand-written 'Thank You' letters from students at College Preparatory Middle School. The students also conducted a toy drive and delivered hundreds of toys to Headquarters.

**ACTION PLAN RECAP**

- Zone 1 Contract review/update and bring back at January meeting.
  - Addition of map and cleanup of wording throughout
- Memorandum of Agreement (MOA) between San Diego County Fire Protection District and San Miguel Consolidated Fire Protection District for Emergency Medical Service to be brought back at the January meeting.

*The next Board Meeting will be a Regular Meeting on **January 10, 2024, at 5:30 p.m.**, District Headquarters*

***President Robles adjourned the meeting at 8:17 pm.***

Minutes approved at the Regular Meeting of the Board of Directors, San Miguel Consolidated Fire Protection District, on January 10, 2024.

\_\_\_\_\_  
Jesse A. Robles, Board President

Attest:

\_\_\_\_\_  
Shayna Rians, Board Clerk



# San Miguel Fire & Rescue

*Service Beyond Expectations*

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## **Staff Report**

**Date:** January 10, 2024  
**To:** Board of Directors  
**From:** Shayna Rians, Executive Assistant/Board Clerk  
**Subject:** Board Member Stipend Payments

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### **Background**

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

### **Recommendation**

Approve the attached board member monthly meeting stipend forms for meetings that took place during the month of December 2023.



# San Miguel Consolidated Fire Protection District

## Board Member Monthly Meeting Stipend Form

Name: Theresa McKenna

Month/Year: December 2023

### Section I - Board/Committee Meetings

Date	Board/Committee Meeting Attended	Meeting Stipend \$173.25	Check box (x) if you do <u>not</u> want to be paid Stipend
12/13/23	Regular Board Meeting	\$173.25	x
<b>TOTAL MEETING STIPEND</b>		\$0.00	

### Section II - Training and Local Meetings/Events

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

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

Date	Description	Amount

### Section IV - Summary

Signature: _____	Total Stipend Paid:	\$0.00
Date: _____	Total Expense Claim:	\$0.00
		Total Mileage:
		Total Amount Due:
		\$0.00
Approved at Board Meeting on: 1/10/2024 _____		

**MAXIMUM OF 4 MEETINGS PAID PER MONTH**

Forms are due the 1st of each month

Please submit to Shayna Rians

[srians@sanmiquelfire.org](mailto:srians@sanmiquelfire.org)

# San Miguel Consolidated Fire Protection District

## Board Member Monthly Meeting Stipend Form

Name: Harry Muns

Month/Year: December 2023

### Section I - Board/Committee Meetings

Date	Board/Committee Meeting Attended	Meeting Stipend \$173.25	Check box (x) if you do <u>not</u> want to be paid Stipend
12/13/23	Regular Board Meeting	\$173.25	x
<b>TOTAL MEETING STIPEND</b>		<b>\$0.00</b>	

### Section II - Training and Local Meetings/Events

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

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

Date	Description	Amount

### Section IV - Summary

<b>Signature:</b> _____  <b>Date:</b> _____	<table border="1"> <tr><td><b>Total Stipend Paid:</b></td><td style="text-align: right;">\$0.00</td></tr> <tr><td><b>Total Expense Claim:</b></td><td style="text-align: right;">\$0.00</td></tr> <tr><td><b>Total Mileage:</b></td><td style="text-align: right;">\$0.00</td></tr> <tr><td><b>Total Amount Due:</b></td><td style="text-align: right;">\$0.00</td></tr> </table>	<b>Total Stipend Paid:</b>	\$0.00	<b>Total Expense Claim:</b>	\$0.00	<b>Total Mileage:</b>	\$0.00	<b>Total Amount Due:</b>	\$0.00
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<b>Total Amount Due:</b>	\$0.00								
<p>Approved at Board Meeting on: 1/10/2024</p> _____									

**MAXIMUM OF 4 MEETINGS PAID PER MONTH**  
 Forms are due the 1st of each month  
 Please submit to Shayna Rians  
[srians@sanmiquelfire.org](mailto:srians@sanmiquelfire.org)

# San Miguel Consolidated Fire Protection District

## Board Member Monthly Meeting Stipend Form

Name: Christopher Pierce

Month/Year: December 2023

### Section I - Board/Committee Meetings

Date	Board/Committee Meeting Attended	Meeting Stipend \$173.25	Check box (x) if you do <u>not</u> want to be paid Stipend
12/13/23	Regular Board Meeting	\$173.25	
<b>TOTAL MEETING STIPEND</b>		\$173.25	

### Section II - Training and Local Meetings/Events

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

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

Date	Description	Amount

### Section IV - Summary

<b>Signature:</b> _____  <b>Date:</b> _____	<table border="1" style="width: 100%;"> <tr> <td><b>Total Stipend Paid:</b></td> <td>\$173.25</td> </tr> <tr> <td><b>Total Expense Claim:</b></td> <td>\$0.00</td> </tr> <tr> <td><b>Total Mileage:</b></td> <td>\$0.00</td> </tr> <tr> <td><b>Total Amount Due:</b></td> <td>\$173.25</td> </tr> </table>	<b>Total Stipend Paid:</b>	\$173.25	<b>Total Expense Claim:</b>	\$0.00	<b>Total Mileage:</b>	\$0.00	<b>Total Amount Due:</b>	\$173.25
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Approved at Board Meeting on: 1/10/2024 _____									

**MAXIMUM OF 4 MEETINGS PAID PER MONTH**

Forms are due the 1st of each month

Please submit to Shayna Rians

[srians@sanmiquelfire.org](mailto:srians@sanmiquelfire.org)

# San Miguel Consolidated Fire Protection District

## Board Member Monthly Meeting Stipend Form

Name: Kim Raddatz

Month/Year: December 2023

### Section I - Board/Committee Meetings

Date	Board/Committee Meeting Attended	Meeting Stipend \$173.25	Check box (x) if you do <u>not</u> want to be paid Stipend
12/13/23	Regular Board Meeting	\$173.25	
<b>TOTAL MEETING STIPEND</b>		<b>\$173.25</b>	

### Section II - Training and Local Meetings/Events

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

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

Date	Description	Amount

### Section IV - Summary

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Approved at Board Meeting on: 1/10/2024 _____									

**MAXIMUM OF 4 MEETINGS PAID PER MONTH**

Forms are due the 1st of each month

Please submit to Shayna Rians

[srians@sanmiquelfire.org](mailto:srians@sanmiquelfire.org)

# San Miguel Consolidated Fire Protection District

## Board Member Monthly Meeting Stipend Form

Name: Jesse A. Robles

Month/Year: December 2023

### Section I - Board/Committee Meetings

Date	Board/Committee Meeting Attended	Meeting Stipend \$173.25	Check box (x) if you do <u>not</u> want to be paid Stipend
12/13/23	Regular Board Meeting	\$173.25	
<b>TOTAL MEETING STIPEND</b>		<b>\$173.25</b>	

### Section II - Training and Local Meetings/Events

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

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Approved at Board Meeting on: 1/10/2024 _____									

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[srians@sanmiquelfire.org](mailto:srians@sanmiquelfire.org)

# San Miguel Consolidated Fire Protection District

## Board Member Monthly Meeting Stipend Form

Name: Ed Woodruff

Month/Year: December 2023

### Section I - Board/Committee Meetings

Date	Board/Committee Meeting Attended	Meeting Stipend \$173.25	Check box (x) if you do <u>not</u> want to be paid Stipend
12/13/23	Regular Board Meeting	\$173.25	
<b>TOTAL MEETING STIPEND</b>		<b>\$173.25</b>	

### Section II - Training and Local Meetings/Events

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

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

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Please submit to Shayna Rians

[srians@sanmiquelfire.org](mailto:srians@sanmiquelfire.org)

## I.T. INSPECTION/REVIEW LOG

FY23/24, Q2 (October 1, 2023 - December 31, 2023)

In accordance with **Board Policy Manual § 13.10 Inspection or Review**, Executive Staff or the authorized designee has the express authority to inspect or review the computer system, all temporary or permanent files, related electronic systems or devices, and any contents thereof, whether such inspection or review is in the ordinary course of his/her supervisory duties or based on the cause. The District shall notify impacted Board Members, in writing and by phone, at the time these rights are exercised upon them by the District, Executive Staff, or the Authorized Designee. An Access Log must be kept by the District to record every time these rights are exercised upon a Board Member by the District, Executive Staff, or the Authorized Designee. The Access Log shall record at least; the date of access, the name of the Board Member(s) affected, the purpose for access, and the names and signatures of at least two District Executives involved with the exertion of this right. The District shall provide this Access Log to the Board of Directors on a quarterly basis.

Reasons for inspection or review may include, but are not limited to, computer system malfunctions, problems or general computer system failure, a lawsuit against the District involving one of its Board Members or a Board Member's duties, an alleged or suspected violation of any district policy, a request for disclosure of data, or a need to perform or provide a service.

An IT contractor or District designee may extract, download, or otherwise obtain any and all temporary or permanent files residing or located in or on the District computer system when requested by Executive Staff or during the course of regular duties that require such information. Impacted Board Members shall be notified when such information is requested from or by the District, its Executive Staff, Authorized Designees, or IT Contractors. All such activities shall also be recorded in the Access Log and part of the quarterly update to the Board of Directors.

DATE OF ACCESS	BOARD MEMBER(S) AFFECTED	PURPOSE FOR ACCESS	DISTRICT EXECUTIVE 1 NAME	DISTRICT EXECUTIVE 1 SIGNATURE	DISTRICT EXECUTIVE 2 NAME	DISTRICT EXECUTIVE 2 SIGNATURE	NOTIFICATION IN WRITING	NOTIFICATION BY PHONE
NO I.T. INSPECTION/REVIEW FOR THIS QUARTER								
Certified by <u>Josh C. Harris</u> on <u>01/03/2024</u> Certified by <u>[Signature]</u> on <u>1/3/2024</u>								



# San Miguel Fire & Rescue

*Service Beyond Expectations*

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## **Staff Report**

**Date:** January 10, 2024  
**To:** Board of Directors  
**From:** Leah Harris, Administrative Officer/Finance Officer  
**Subject:** Combined Tax Report

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### **Background**

SCI Consulting Group completes each fiscal year, a Combined Tax Report that provides an overview of the scope of their services, including all tasks necessary to prepare the taxes and administer them throughout the fiscal year. This includes calculation of the taxes, preparation of the Tax Report and Tax Roll, submission of the taxes, confirmation of levies to be included on tax bills, direct response to property owner inquiries, and administration of the tax levies throughout the fiscal year. The Combined Tax Report is a look back at the previous fiscal year.

### **Discussion**

The Combined Tax Report reviewed and ensured that information related to the Prop E Citizen Oversight Committee process and adjustments to how the District separates out revenues and expenditures related specifically to Prop E are captured. The Prop E Citizens' Oversight Committee will take this report and the financials for the period ending June 30, 2023, to write their annual report to the Board of Directors in April 2024.

### **Fiscal Impact**

None.

### **Recommendation**

Approve the Combined Tax Report for the Fiscal Year 2022/2023, dated December 2023.



FY 2022-23

# TAX REPORT

## San Miguel Consolidated Fire Protection District (Former East County FPD)

- Fire Suppression & Emergency Services
- Fire Protection & Emergency Medical Services
- Advance Life Support (Paramedic/Firefighters) Engines
- Prop E – Fire Suppression, Protection & Emergency Medical Response Services

November 2023  
Final Report

Engineer of Work:



4745 Mangels Boulevard  
Fairfield, California 94534  
707.430.4300  
[www.sci-cg.com](http://www.sci-cg.com)

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## San Miguel Consolidated Fire Protection District

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### **Board of Directors**

Jesse Robles, President

Theresa McKenna, Vice-President

Christopher Pierce, Secretary

Harry Muns, Board Member

Jeff Nelson, Board Member

Kim Raddatz, Board Member

Edward Woodruff, Board Member

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### **San Miguel Fire Chief**

Criss Brainard

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### **Tax Administration Consultant**

SCI Consulting Group

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## Executive Summary

In July 2008 East County Fire Protection District (“ECFPD” or “former District”) completed the necessary steps, as directed by the San Diego County Local Agency Formation Commission (LAFCo), in order to merge with San Miguel Consolidated Fire Protection District (the “Consolidated District”). The former East County Fire Protection District was originally established on July 1, 1994, as the first non-contiguous Fire District in the State of California, created as a result of the merger of Crest Fire Protection District and the Bostonia Fire Protection District.

The ECFPD area covers nearly 12 square miles. An estimated 15,000 residents receive fire, emergency medical, and rescue services from the former ECFPD and now directly from the Consolidated District. The area covered by the former District is located in the unincorporated area of eastern San Diego County, including the community of Bostonia (unincorporated area north of the City of El Cajon), and the community of Crest (portion of unincorporated areas of El Cajon, between the City of El Cajon and the Harbison Canyon / Alpine area). The ECFPD boundaries are displayed on page 16 of this report. After the LAFCo merger the Consolidated District now covers a 47 square mile area in the Eastern portion of San Diego County, serving the communities of Bostonia and Crest (area previously served by ECFPD), and Casa de Oro, Grossmont / Mt. Helix, La Presa, Rancho San Diego, Spring Valley, and unincorporated areas of El Cajon and La Mesa.

The Consolidated District is governed by a seven-member Board of Directors who are elected by the general population within the District boundaries and serve four-year terms, representing also the former ECFPD.

The former District’s operations and services are funded from several sources: a fraction of *ad valorem* property taxes; the fire suppression and emergency services (Crest Area) special benefit tax; the fire protection and emergency medical services (Bostonia Area) special benefit tax; the advanced life support (paramedic/firefighter) engines special benefit tax; the fire suppression, protection and emergency medical response services special tax (Proposition E); and other miscellaneous sources.

### Crest Special Benefit Tax

During a special election held on April 8, 1980, registered voters within the Crest area of the District approved the Fire Suppression and Emergency Services Special Benefit Tax (the "Crest Special Benefit Tax").

The purpose of the Crest Special Benefit Tax is to fund operating expenses, capital improvements expenditures, and debt repayment to provide local fire suppression and emergency services.

### **Bostonia Special Benefit Tax**

The Fire Protection and Emergency Medical Services Special Benefit Tax (the "Bostonia Special Benefit Tax") was passed by 95.4% of registered voters within the Bostonia area of the District on June 3, 1997.

The purpose of the Bostonia Special Benefit Tax is to fund operating expenses, capital improvement expenditures and debt repayment to provide local fire protection and emergency medical services.

### **Paramedic Special Benefit Tax**

In November 2002, registered voters in the East County Fire Protection District voted 71.5% in favor of The Special Benefit Tax for the Provision of Advanced Life Support (Paramedic/Firefighter) Engines (the "Paramedic Special Benefit Tax").

The purpose of the Paramedic Special Benefit Tax is to provide paramedic / firefighters to provide advanced life support (paramedic) service.

### **Proposition E Special Tax**

On September 25, 2007, registered voters in the East County Fire Protection District approved Proposition E, a new special tax, by 73.2%. The full text of Proposition E and its ballot results are provided on pages 13 and 15 in this report.

The purpose of this special tax is to raise additional revenue to fund operating expenses, capital improvement expenditures and debt repayment to provide local fire suppression, protection, and emergency response services within the boundaries of the ECFPD, pursuant to Government Code Section 50077 et seq.

This Report summarizes the purpose of the special taxes, the Fiscal Year 2022-23 special tax, methods of apportionment, and other related data as required by Government Code Section 50075.1 et seq.

The special benefit taxes described above will continue to be collected and their revenues will continue to provide local fire suppression, protection and emergency response services in the Crest and Bostonia communities within the area of the former East County Fire Protection District. The special benefit taxes will continue funding the services for which they were created in their respective service area (Crest, Bostonia and the entire District respectively) within the boundaries of the former East County Fire Protection District, as approved by its voters.

## Special Taxes Fiscal Year 2022-23

There were 2,387 parcels in the District as of July 1, 2022. The total annual special taxes collected by the District for Fiscal Year 2022-23 was \$2,719,965.

The Figure 8 displays the expenditures Fiscal Year 2022-23:

**Figure 1 – Actual Expenses for Fiscal Year 2022-23**

<b>Actual Expenses FY 2022-23</b>	
<b>Operating Revenues</b>	
Crest Special Benefit Tax Revenue	\$ 60,230
Bostonia Special Benefit Tax Revenue	\$ 287,547
Paramedic Special Benefit Tax Revenue	\$ 430,276
Proposition E - Special Tax Revenue	\$ 1,941,912
<b>Total Operating Revenues</b>	<b>\$ 2,719,965</b>
<b>Operating Expenses</b>	
<b>Salaries and Benefit Costs</b>	
Director Fees	\$ 2,992
Director Benefits	\$ 654
Employee Salaries	\$ 3,097,374
Employee Benefits	\$ 1,332,439
<b>Total Salaries and Benefit Costs</b>	<b>\$ 4,433,460</b>
<b>Services and Supplies</b>	
Professional Services	\$ 388,821
Special District Expense	\$ 60,803
Maintenance	\$ 157,761
Insurance	\$ 198,038
Equipment	\$ 79,899
Utilities	\$ 79,498
Supplies	\$ 23,878
Personnel Development	\$ 12,171
Rents and Leases	\$ 36,151
<b>Total Services and Supplies</b>	<b>\$ 1,037,019</b>
<b>Total Expenses</b>	<b>\$ 5,470,479</b>
<b>Net Income before Reserve Related Activities</b>	<b>\$ (2,750,514)</b>



## Projections for Fiscal Year 2023-24

The four special taxes will continue funding operating expenses, capital improvement expenditures and debt repayment in order to provide local fire suppression and emergency services, as well as paramedic/firefighters to provide advanced life support (paramedic) services.

The Figure below displays the preliminary projected revenues from the special taxes for the area formerly served by the East County Fire Protection District, and now by the San Miguel Consolidated Fire Protection District, for Fiscal Year 2023-24:

**Figure 2 – Projected Revenues and Expenses for Fiscal Year 2023-24**

<b>Projected Revenues and Expenses FY 2023-24</b>	
<b>Operating Revenues</b>	
Crest Special Benefit Tax Revenue	\$59,794
Bostonia Special Benefit Tax Revenue	\$303,223
Paramedic Special Benefit Tax Revenue	\$452,702
Proposition E - Special Tax Revenue	\$ 1,999,317
<b>Total Operating Revenues</b>	<b>\$2,815,037</b>
<b>Operating Expenses</b>	
<b>Salaries and Benefit Costs</b>	
Director Fees	\$3,785
Director Benefits	\$425
Employee Salaries	\$2,966,982
Employee Benefits	\$ 1,573,333
<b>Total Salaries and Benefit Costs</b>	<b>\$4,544,526</b>
<b>Services and Supplies</b>	
Professional Services	\$214,876
Special District Expense	\$42,872
Maintenance	\$180,926
Insurance	\$246,214
Equipment	\$61,083
Utilities	\$89,014
Supplies	\$26,572
Personnel Development	\$22,320
Rents and Leases	\$ 37,139
<b>Total Services and Supplies</b>	<b>\$921,016</b>
<b>Total Expenses</b>	<b>\$5,465,542</b>
<b>Net Income before Reserve Related Acti</b>	<b>(\$2,650,505)</b>

## Rates and Special Benefit Tax Methods of Apportionment

The special benefit taxes are levied each year on each taxable parcel of land within its respective boundaries within the former East County Fire Protection District at the annual rates shown in the following tables.

### Crest Special Benefit Tax

The passage of the Crest Special Benefit Tax by the Crest voters in April 8, 1980 authorized the District to levy the special benefit tax at a rate of \$10.00 per benefit unit as described in the table below. The Crest Special Benefit Tax did not provide for any future annual increases to the original tax rate; therefore, the tax rates have remained the same since they were first levied in Fiscal Year 1980-81.

**Figure 3 – Crest Special Benefit Tax Rates – April 8, 1980**

<b>Parcel Land Use</b>	<b>Maximum Number of Units of Benefit</b>	<b>Tax Rate per Benefit Unit</b>
Unimproved	2 units per acre and/or portion of acre up to 20 units per parcel	\$10.00
Residential	4 units per dwelling	\$10.00
Commercial	10 units per acre and/or portion of acre	\$10.00
Industrial	20 units per acre and/or portion of acre	\$10.00
Irrigated Farm	6 units per parcel	\$10.00
Mobilehome	2 units per dwelling unit	\$10.00
Trailer Parks	1 unit per acre and/or portion of acre	\$10.00
Institutional	6 units per parcel	\$10.00

## Bostonia Special Benefit Tax

The table below displays the Bostonia Special Benefit Tax rates as they were approved on June 3, 1997, and first applied in Fiscal Year 1997-98.

**Figure 4 – Bostonia Special Benefit Tax Rates – June 3, 1997**

Parcel Land Use	1997 Approved Tax Rate
Residential	\$ 40.00 per dwelling
Commercial / Industrial	\$ 200.00 per parcel
Institutional	\$ 60.00 per parcel
Recreational	\$ 20.00 per parcel
Irrigated Farmland & Unimproved Acreage	\$ - per parcel

In order to help ensure that the revenues from the Bostonia Special Benefit Tax grow in line with the inflation adjusted cost of providing local fire protection and emergency medical services, the tax rate may be adjusted in future years based on the increase in consumer price index for the San Diego County Area (“CPI”), as determined by the United States Department of Labor, and approved by the voters in 1997. The following table shows the rates used for Fiscal Year 2022-23, which was increased by 1.50% over the previous year, which was equal to the change in CPI as of January 1, 2021.

**Figure 5 – Bostonia Special Benefit Tax Rates – Fiscal Year 2022-23**

Parcel Land Use	FY 2022-23 Tax Rate
Residential	\$ 76.94 per dwelling
Commercial / Industrial	\$ 384.79 per parcel
Institutional	\$ 115.42 per parcel
Recreational	\$ 38.43 per parcel
Irrigated Farmland & Unimproved Acreage	\$ - per parcel

## Paramedic Special Benefit Tax

The table below displays the Paramedic Special Benefit Tax rates that were approved by the registered voters in the District on November 5, 2002.

**Figure 6 – Paramedic Special Benefit Tax Rates – Nov 5, 2002**

Parcel Land Use	2002 Approved Tax Rate
Residential	\$ 49.00 per dwelling
Commercial / Industrial	\$ 400.00 per parcel
Institutional	\$ 500.00 per parcel
Recreational	\$ 300.00 per parcel
Farmland (Irrigated & Non-Irrigated)	\$ 200.00 per parcel

Note: Single Family Residential (SFR) includes condominiums and manufactured homes on lots. Other Residential properties include any type of multi-family properties, such as duplex, triplex, apartments, mobile home parks, etc.

As approved by the District voters in 2002, the Paramedic Special Benefit Tax rate may be adjusted in each year based on the increase in the consumer price index for the San Diego County Area (“CPI”), as determined by the United States Department of Labor. The following table shows the rates used for Fiscal Year 2022-23 which were increased by 1.50%, which is the change in the CPI, in order to meet the adjusted cost of providing local fire protection and emergency medical services. The following table shows the rates to be used for Fiscal Year 2022-23.

**Figure 7 – Paramedic Special Benefit Tax Rates – Fiscal Year 2022-23**

Parcel Land Use	FY 2022-23 Tax Rate
Residential	\$ 80.64 per dwelling
Commercial / Industrial	\$ 658.38 per parcel
Institutional	\$ 823.01 per parcel
Recreational	\$ 501.18 per parcel
Farmland (Irrigated & Non-Irrigated)	\$ 329.18 per parcel

## Proposition E Special Tax

The special tax is levied each year on each taxable parcel of land within the boundaries of the former East County Fire Protection District. The passage of Proposition E by the voters on September 25, 2007, authorized the District to levy the special tax at a rate of \$250.00 per tax unit or Single-Family Residence for Fiscal Year 2007-08 as shown below:

**Figure 8 – Proposition E Special Tax Rate – September 25, 2007**

Land Use	Rate FY 2007-08	Unit
Single Family Residential	\$ 250.00	per parcel
Other Residential	\$ 250.00	per dwelling unit
Commercial/Industrial	\$ 250.00	per 1/10 of acre
Agricultural/Vacant	\$ 125.00	per parcel
Institutional/Miscellaneous	\$ 250.00	per parcel

Note: Single Family Residential (SFR) includes condominiums, manufactured homes on lots, and residences on agricultural and ranch properties. Other Residential properties include any type of multi-family properties, such as duplex, triplex, apartments, mobile home parks, etc.

In order to help ensure that the revenues from the special tax grow in line with the inflation adjusted cost of providing local fire protection and medical emergency response services, the tax rate may be increased in future years by an annual amount not to exceed 3.00% per year. The Board of Directors approved the following tax rate for Fiscal Year 2022-23:

**Figure 9 – Proposition E Special Tax Rate - Fiscal Year 2022-23**

	Rate FY 2022-23	Unit
Single Family Residential	\$364.56	per parcel
Other Residential	\$364.56	per dwelling unit
Commercial/Industrial	\$364.56	per 1/10 of acre
Agricultural/Vacant	\$182.29	per parcel
Institutional/Miscellaneous	\$364.57	per parcel

The Board of Directors will hold an annual public hearing (every year) to set Proposition E special tax rate and allocations funded by the special tax. Each year there will be a public accounting of the use of Proposition E special tax funds (Combined Tax Report) during the past year, as required by Government Code Section 50075.3, and approval of the use of funds for the next year.

#### Prop E Citizen’s Oversight Committee Established

Prior to East County Fire Protection District’s, Station 18 & 19 (ECFPD) consolidation with San Miguel Consolidated Fire Protection District in 2008, the citizens of ECFPD overwhelmingly approved a ballot measure for a special tax “Prop E” to maintain/improve Fire/EMS service. One of the requirements required the San Miguel Board to establish a volunteer Citizen Oversight Committee for Prop E. The original Oversight Committee was established but dissolved quickly after consolidation. A committee was formed again for the oversight of these funds.

The committee meets monthly and reviews financial statements and reports from the District on the special tax. The committee prepares an annual report that explains whether the District had demonstrated that best efforts have been applied to maximize opportunities for expenditures to be used in conjunction with other local agencies in a manner that benefits the public and reduces costs.

The current committee members are:

Kandhy Franklin  
Bennett McDonald  
Joyce Peterson

## Administration of Special Taxes

### General Administrative Requirements

The special benefit tax levies are calculated for all parcels on the new fiscal year's assessor roll. This roll includes all parcels that are in existence prior to January 1 of the previous fiscal year. After the special tax levies have been computed, the levy data must be filed with the County Auditor prior to August 10 of each year for inclusion on property tax bills.

After submission of the parcel tax levies, the final levies should be confirmed with the County Auditor prior to the preparation of tax bills, which typically occurs in October. The special tax is collected in two equal installments on the tax bills that are due on December 10 and April 10.

### Use of Proceeds

All proceeds of the special benefit taxes levied and imposed shall be accounted for and paid into a special account for each special benefit tax designated for use of operations and maintenance of the District, pursuant to Government Code Section 50075.1(b) and (c).

### Appropriations Limit

Pursuant to Section 7902.1 of the California Government Code or any successor provision of law, the Board shall provide in each year for any increase in the District's appropriations limit as shall be necessary to ensure that Parcel Tax proceeds, and of all qualified parcel tax levied by the District, may be spent for the authorized purposes.

### Use of Parcel Tax Proceeds

In general, revenue from the three special benefit taxes for Fiscal Year 2022-23 property tax bill collections were used to fund local fire suppression, protection and emergency medical services in the Bostonia and Crest areas, formerly served by ECFPD and now by the Consolidated District. The services provided comprise the following:

- Emergency Response  
Mitigate fire or explosion, medical emergencies, rescue, hazardous material spills and hazardous material incidents.
- Disaster Preparedness  
Maintenance and coordination of the District's Disaster Preparedness Program.

- **Public Assistance**  
Respond to requests for service from the public when those services are not otherwise assigned to other public agencies.
- **Loss Prevention**  
Programs that include the implementation and enforcement of fire and life safety regulations and laws.
- **Public Education and Information**  
Programs to prepare the citizens of the District to better prevent and mitigate emergencies.
- **Administration**  
Administration and overhead costs.

More specifically, the Crest and Bostonia Special Benefit Taxes and the Proposition E Special Tax fund operating expenses, capital improvement expenditures and debt repayment in order to provide local fire suppression and emergency services. The Paramedic Special Benefit Tax funds paramedic/firefighters to provide advanced life support (paramedic) services.

### **Annual Audit**

An account has been established for deposit of the proceeds by the Board. For so long as the tax is in effect, the Chief or the financial officer of the District shall cause a report to be filed with the Board no later than December 31 of each year, commencing December 31, 2012, stating (1) the amount collected and expended in such year, and (2) the status of any projects or description of any programs funded. The report may relate to the calendar year, fiscal year, or other appropriate annual period, as said officer shall determine, and may be incorporated into or filed with the annual budget, audit, or other appropriate routine report to the Board.

### **Independent Citizens' Oversight Committee**

ECPD formed an independent citizens' oversight committee to ensure Prop E tax revenue was only spent to fulfill the stated intent of the ballot measure. The committee was later dissolved after it was determined that expenses exceeded revenues generated by the special taxes, as well as with the consolidation of ECPD into San Miguel Consolidated Fire Protection District.

The committee was reestablished by the Board of Directors in Fiscal Year 2021-22. The members are appointed by the Board to oversee all expenditures for Prop E.



## Appeals Procedure

Taxpayers wishing to challenge the County Assessor's determination must do so under the procedures for correcting a misclassification of property pursuant to Section 4876.5 of the California Revenue and Taxation Code or other applicable procedures. Taxpayers seeking a refund of the Parcel Tax paid shall follow the procedures applicable to property tax refunds pursuant to the California Revenue and Taxation Code.

## Public Information

Taxpayers and other interested persons can obtain information regarding the parcel tax, or other information by contacting the District's parcel tax levy administrator, SCI Consulting Group at telephone number (707) 430-4300 or (800) 273-5167. SCI Consulting Group's toll free property-owner inquiry line is also included with property tax bills.

## Auditor Filing and Reporting

Parcel tax levies for the upcoming fiscal year must be filed with the San Diego Tax Collector by August 10. The parcel tax levies have been submitted and confirmed for the Fiscal Year 2022-23. After submission of the parcel tax levies, the final levies should be confirmed with the County Auditor prior to the preparation of tax bills which typically occurs in October. The parcel tax is collected in two equal installments on the tax bills that are due on December 10 and April 10.

## Proposition E – Ballot Text and Ballot Results

### Proposition E – Ballot Text

#### PROPOSITION E EAST COUNTY FIRE PROTECTION DISTRICT

To keep and maintain the District's two existing fire stations open, keep property insurance rates manageable, employ professional firefighters and to provide year-round fire protection and medical emergency response services, do you support an annual special tax for local fire protection and emergency medical services for properties within the East County Fire Protection District, to save our local fire protection and emergency response services?

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#### FULL TEXT OF SPECIAL TAX PROPOSITION E EAST COUNTY FIRE PROTECTION DISTRICT PARCEL TAX FOR FIRE SUPPRESSION, PROTECTION AND EMERGENCY MEDICAL RESPONSE SERVICES FOR THE COMMUNITIES OF CREST AND BOSTONIA

The East County Fire Protection District is responsible for fire protection and emergency medical response services in the Bostonia and Crest areas. Last year, the District responded to over 2,000 emergencies in the Bostonia and Crest communities.

In order to keep the East County Fire Protection District's two existing fire stations open, keep property insurance rates manageable, employ professional firefighters and to provide year-round fire protection and medical emergency response services, the District proposes to levy a special tax on each taxable parcel of land within the District at the following annual rates:

- Single Family Residential: \$250 per parcel
- Other Residential: \$250 per dwelling unit
- Commercial / Industrial: \$250 per one-tenth acre
- Agricultural / Vacant: \$125 per parcel
- Institutional / Miscellaneous: \$250 per parcel

Taxable parcels are those parcels that appear on the annual secured San Diego County property tax roll. Assessor's Use Codes established by the San Diego County Assessor's Office are used to identify and categorize property.

The purpose of this parcel tax will be to ensure continued local fire suppression, protection and emergency response services for all residents, employees and guests in the District. The revenues raised by this special tax will only be used to defray operating expenses, capital improvement expenditures and debt repayment to accomplish the foregoing purposes.

In order to help ensure that the revenues from the special tax grow in line with the inflation adjusted cost of providing local fire protection and medical emergency response services, the tax rate may increase in future years by an annual amount not to exceed 3% per year.

If the special tax is approved by two-thirds of the voters voting on the measure, the District's appropriations limit will be increased by the amount of this voter-approved tax.

The special tax revenues shall be deposited into a separate account held by the San Diego County Treasurer for exclusive use by the East County Fire Protection District, in accordance with Government Code Section 50075.1, and shall be expended by the District according to a plan developed annually by the District staff and approved and adopted by the District's Board of Directors. A citizens' oversight committee appointed by the Board will review and report on the expenditure of tax revenues.

The District will cause to be filed an annual report with its Board of Directors, which report shall include the amount of special tax revenues collected and expended, and which shall otherwise comply with the accountability measures established in Government Code Sections 50075.1 et seq.

## Proposition E – County Counsel Impartial Analysis

### COUNTY COUNSEL IMPARTIAL ANALYSIS - SPECIAL TAX PROPOSITION E EAST COUNTY FIRE PROTECTION DISTRICT PARCEL TAX FOR FIRE SUPPRESSION, PROTECTION AND EMERGENCY MEDICAL RESPONSE SERVICES FOR THE COMMUNITIES OF CREST AND BOSTONIA

As a voter within the East County Fire Protection District ("District") you are asked to vote on a special tax proposed for adoption by resolution of the District's Board of Directors to be levied annually on each taxable parcel as follows:

- Single Family Residential: \$250 per parcel
- Other Residential: \$250 per dwelling unit
- Commercial/Industrial: \$250 per one-tenth acre
- Agricultural/Vacant: \$125 per parcel
- Institutional/Miscellaneous: \$250 per parcel

The special tax may increase in future years in accordance with inflation, but not to exceed 3% per year.

Use of Special Tax Revenue. The revenue raised will be used only to pay for operating expenses, capital improvements and debt repayment to ensure continued local fire protection and emergency response services within the District.

Expenditure Plan and Accountability Measures. The resolution adopted by the District Board of Directors requires that:

- (1) The revenue raised be expended in accordance with a plan approved and adopted annually by the Board of Directors;
- (2) A citizens' oversight committee appointed by the Board of Directors will review and report on the expenditure of the special tax revenue; and
- (3) The District will file an annual report including the amount of special tax revenue collected and expended, and comply with all accountability standards required by State law.

Appropriation Limit. The District's appropriation limit will increase in accordance with the amount of revenue raised by the special tax.

Two-thirds Voter Approval Required. Two-thirds of those voting on this measure must approve the special tax in order for the tax to be adopted.

A "YES" vote is a vote in favor of the special tax.

A "NO" vote is a vote against the special tax.

### Proposition E – Ballot Results, September 25, 2007

Proposition E was held as a San Diego County Registrar of Voters special mail ballot election. Ballots were mailed to all registered voters in August 2007; the votes were due back to the Registrar of Voters on September 25, 2007, Election Day. The Official results of the election are listed below:

COUNTY OF SAN DIEGO – REGISTRAR OF VOTERS

TUESDAY, SEPTEMBER 25, 2007

SPECIAL MAIL BALLOT ELECTION

OFFICIAL RESULTS

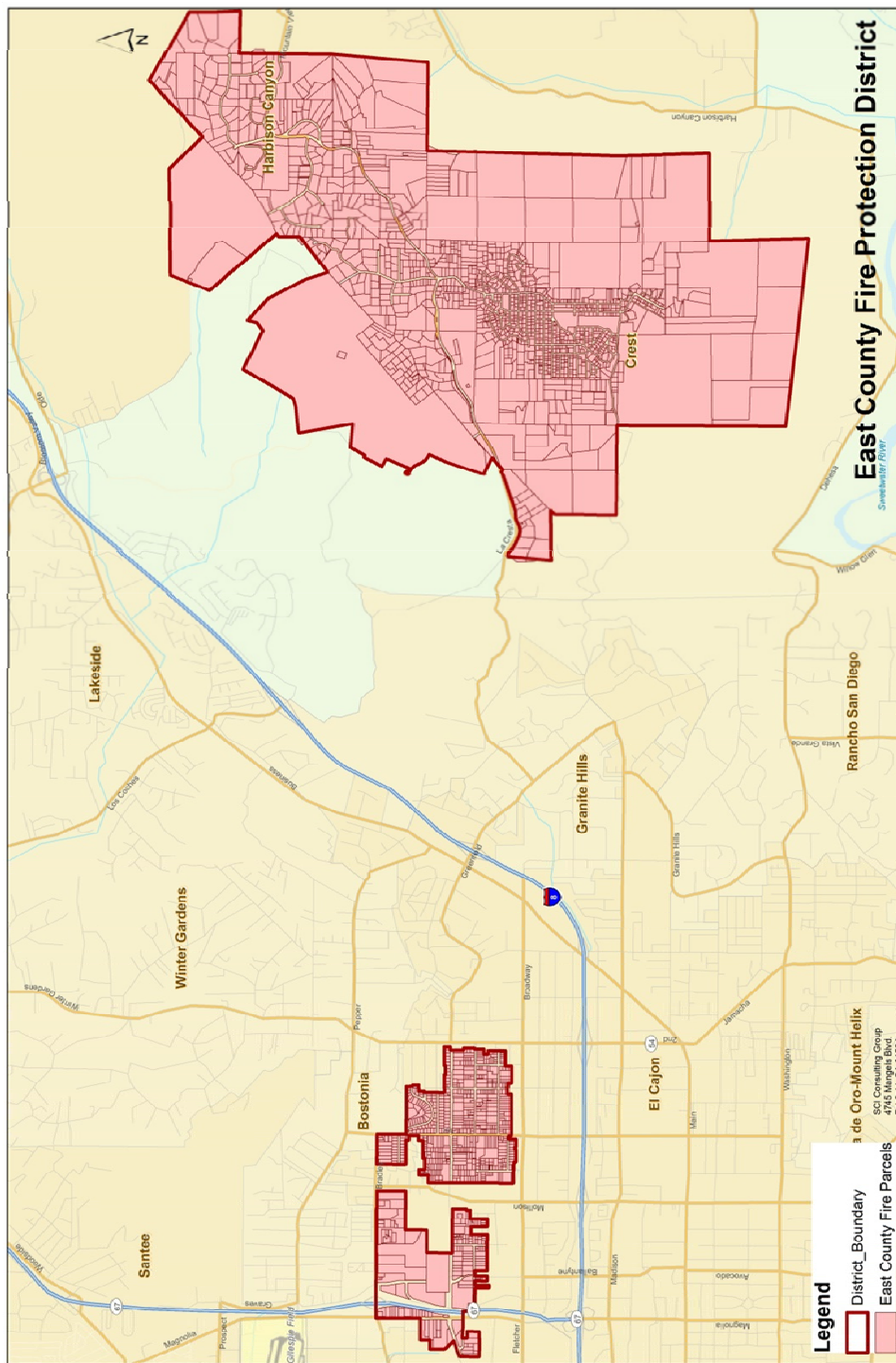
#### EAST COUNTY FIRE PROTECTION DISTRICT

**Prop E** Special tax for fire protection and emergency medical services.

Total Registered Voters		4,684
Total Votes Cast		1,740
Turnout		37.1%
<b>PROP E (Req. 2/3)</b>	<b>Votes</b>	<b>Percent</b>
YES	1273	73.2%
NO	467	26.8%

# District Boundary

The following diagram displays the boundaries of the former East County Fire Protection District, and specifically the Crest and Bostonia areas.



## Appendix A – Special Tax Rolls, Fiscal Year 2022-23

The four tax rolls for the four benefit taxes named below, listing the Fiscal Year 2022-23 special benefit taxes, have been filed with the San Miguel Consolidated Fire Protection District and are included herein by reference as Appendix “A.”

- Fire Suppression and Emergency Services – Crest Area
- Fire Protection and Emergency Medical Services – Bostonia Area
- Advanced Life Support – Paramedic/Firefighter Engines
- Proposition E – Fire Suppression, Protection and Emergency Medical Response Services

## Appendix B – Parcel Tax Reporting – Statistical Data

Reference is hereby made to the Parcel Tax Reporting – Statistical Data forms for the following special taxes: Fire Suppression and Emergency Services – Crest Area; Fire Protection and Emergency Medical Services – Bostonia Are; Advanced Life Support – Paramedic/Firefighter Engines; and Proposition E – Fire Suppression, Protection and Emergency Medical Response Services



# San Miguel Fire & Rescue

*Service Beyond Expectations*

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## **Fire Chief Report**

**Date:** January 10, 2024  
**To:** Board of Directors  
**From:** Criss Brainard, Fire Chief  
**Subject:** San Miguel FPD and SDCFPD MOA for Emergency Medical Services

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### **Background**

Effective October 1, 2023, the San Diego County FPD assumed responsibility for the Ambulance Service Area (ASA), formerly Zone 2, which provides ALS ambulance service to portions of San Miguel (primarily Stations 18, 22 and 23). The attached MOA has been edited in track changes per Board discussion during the December 13, 2023 meeting and has been approved by the County.

This MOA is a standard agreement between agencies laying out Operational guidelines and requirements. This document has been vetted and agreed upon by both County Council and BB&K.

Summary of changes included in this final draft:

Basically, three edits:

1. 2.1.8 remove reference to "EMS tax assessed"
2. Change Contractor to SMFR - throughout document
3. 16 Termination for Convenience "SDCFPD changed to Either Party"

When the final ASA map is approved, we will receive a copy and make it available for your review.

### **Recommendation**

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

### **Fiscal Impact**

None



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

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

**RECITALS**

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

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

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

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

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

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

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

**AGREEMENT**

**1. Administration of MOA:**

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

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

**2. Institution Rights and Responsibilities**

**2.1 SMFR shall:**

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

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**2.2 SDCFPD shall:**

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

**3. Indemnity:**

**3.1 Claims Arising From Sole Acts or Omissions of SDCFPD**

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

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

**3.2 Claims Arising From Sole Acts or Omissions of SMFR**

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

**3.3 Claims Arising From Concurrent Acts or Omissions**

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

**3.4 Joint Defense**

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

**3.5 Reimbursement and/or Reallocation**

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

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

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

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

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- 14.1.2.1 The Medi-Cal Privacy and Security Agreement Between the California Department of Health Care Services (DHCS) and the County;
- 14.1.2.2 The Medi-Cal Behavioral Health Services Performance Agreement between DHCS and the County;
- 14.1.2.3 The San Diego County Alcohol and Drug Program Administrator Agreement between DHCS and the County
- 14.1.2.4 The Refugee Health Agreement between the California Department of Public Health (CDPH) and the County;
- 14.1.2.5 The HIV/AIDS Case Reporting System Data Use Agreement between CDPH and the County;
- 14.1.2.6 The Childhood Lead Poisoning Prevention Program between CDPH and the County;
- 14.1.2.7 The Standard Agreement between the County and the California Department of Aging; and
- 14.1.2.8 The Agreement for Whole Person Care Pilot Program for San Diego County with DHCS.

- 14.1.3 Title 42 Code of Federal Regulations, Chapter 1, Subchapter A, Part 2.
- 14.1.4 California Civil Code 1798;
- 14.1.5 California Senate Bill 1386.

14.2 Definitions. Terms used, but not otherwise defined, in this Article shall have the same meaning as defined by HIPAA.

- 14.2.1 “Breach” of Protected Health Information (PHI) shall have the same meaning given to the term “breach” under HIPAA and “breach” of Personal Information (PI)/Personally Identifiable Information (PII) shall have the same meaning as given to it under the State Agreements.
- 14.2.2 “Business Associate,” when applicable, shall mean ~~the ContractorSMFR~~.
- 14.2.3 “SDCFPD PHI” shall have the same meaning as PHI under HIPAA, specific to PHI under this Agreement.
- 14.2.4 “SDCFPD PI/PII” shall have the same meaning as PI/PII under the State Agreements, specific to PI/PII under this Agreement.
- 14.2.5 “Covered Entity,” when applicable, shall mean the SDCFPD.
- 14.2.6 “Security incident” shall have the same meaning as defined by the State Agreements.

14.3 Responsibilities of ~~ContractorSMFR~~.

- 14.3.1 Use and Disclosure of SDCFPD PHI/PI/PII. ~~ContractorSMFR~~ shall use the minimum SDCFPD PHI/PI/PII required to accomplish the requirements of this Agreement or as required by Law. ~~ContractorSMFR~~ may not use or disclose SDCFPD PHI/PI/PII in a manner that would violate HIPAA or the State Agreements if done by the SDCFPD.
- 14.3.2 Safeguards. ~~ContractorSMFR~~ shall develop and maintain a HIPAA-compliant information privacy and security program to prevent use or disclosure of SDCFPD PHI/PI/PII, other than as required by this Agreement.
- 14.3.3 Mitigation. ~~ContractorSMFR~~ shall mitigate, to the extent practicable, any harmful effects caused by violation of the requirements of this Article, as directed by the SDCFPD.

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

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14.3.8.5 Sufficient administrative, physical, and technical controls in place to protect SDCFPD PHI/PI/PII

14.3.9 Termination. Upon termination of the Agreement for any reason, ~~ContractorSMFR~~ shall return or destroy all SDCFPD PHI/PII/PI, except SDCFPD PHI/PII/PI necessary for ~~ContractorSMFR~~ to continue its proper management and administration or to carry out its legal responsibilities, as mutually agreed upon by the Parties. If the Parties mutually agree that return or destruction of SDCFPD PHI/PII/PI is infeasible, ~~ContractorSMFR~~ shall extend the protections of this Article to such SDCFPD PHI/PII/PI for so long as ~~ContractorSMFR~~ maintains such SDCFPD PHI/PII/PI.

15 **Term:** This agreement shall become effective on the date all parties have signed this MOA and be in force until terminated.

16 **Termination for Convenience:** ~~Either party SDCFPD~~ may, by written notice stating the extent and effective date, terminate this agreement for convenience in whole or in part, at any time.

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

**SAN DIEGO COUNTY FIRE  
PROTECTION DISTRICT**

**SAN MIGUEL FIRE & RESCUE**

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

By: \_\_\_\_\_  
CRISS BRAINARD,  
Fire Chief, San Miguel Fire & Rescue

Date: \_\_\_\_\_

Date: \_\_\_\_\_



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**EXHIBIT A- INSURANCE REQUIREMENTS**

**INSURANCE REQUIREMENTS FOR ~~CONTRACTORS~~SMFRS**

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

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**1. Minimum Scope and Limit of Insurance**

Coverage shall be at least as broad as:

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

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

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**2. Self-Insured Retentions**

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

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

**3. Other Insurance Provisions**

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

A. Additional Insured Endorsement

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

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B. Primary Insurance Endorsement

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

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C. Notice of Cancellation

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

**General Provisions**

**4. Qualifying Insurers**

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

**5. Umbrella or Excess Policy**

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

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**6. Evidence of Insurance**

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

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

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

**8. No Limitation of Obligations**

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

**9. Review of Coverage**

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

**10. Self-Insurance**

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

**11. Claims Made Coverage**

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

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

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

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

**12. Subcontractor’s Insurance**

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

**13. Waiver of Subrogation**

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