

**CONSENT
ITEMS**

SAN RAMON VALLEY FIRE PROTECTION DISTRICT

Administration
Phone: 925-838-6600
Fax: 925-838-6629
www.srvfire.ca.gov

**1500 Bollinger Canyon Road
San Ramon, California 94583**

Fire Prevention
Phone: 925-838-6680
Fax: 925-838-6696

MEMORANDUM

Date: May 23, 2012
To: Board of Directors
From: Steven J. Hart, Assistant Fire Chief
Subject: Purchasing Authority per District Ordinance 20

Section 5.3 of District Ordinance requires that purchases in excess of \$25,000 have specific approval by the Board of Directors. Tonight's Consent Calendar contains one item requiring such authorization. This item is contained in the C.O.P. budget.

Consent Calendar Item No. 5.4

\$26,113.89 to Southland Construction for Progress Payment #3 for the Training Facility Remodel.

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MEMORANDUM

Date: May 23, 2012
To: Board of Directors
From: Steven J. Hart, Assistant Fire Chief, Support Services
Subject: Pre Construction Project Management Services – Demolition and Grading 2100 Stone Valley Rd.

Background:

On June 9, 2010, the District engaged O'Connor Construction Management for pre-construction project management assistance for the demolition and grading of 2100 Stone Valley Rd. The fee associated with this phase of the process at this time was \$23,560. The fee proposal was based upon providing assistance for a three month period, with a budgeted ten hours per week.

The extent and duration of assistance in working with O'Connor Construction Project Management to ensure the District covered the County requirements was more encompassing than anticipated. The three month process, as originally projected, has become a 12 month process due mostly in part to the complexity of supplementary requirements from Contra Costa County.

The initial scope of work has involved additional meetings and correspondence, extensive constructability review and back check of documents, preparation of 'Bid Solicitation' and 'Instructions to Bidders', Addendum one and Addendum two bid document preparation. The augmented fee request is necessary to cover the bid process and analysis.

Recommended Board Action:

Staff recommends augmenting the O'Connor Construction Project Management fee by \$19,780.50 for a total contract amount of \$43,338.75.

**SPECIAL ANNOUNCEMENTS/
PRESENTATIONS/
GENERAL BUSINESS**

*A Proclamation of the San Ramon Valley Fire Protection District
Proclaiming June 1-7, 2012 As National Cardiopulmonary Resuscitation and
Automated External Defibrillator Awareness Week and
Commitment to a Heart Safe Community*

WHEREAS, heart disease remains the leading cause of death in the United States affecting men, women, and children of every age and race regardless of where they live; and

WHEREAS, approximately 325,000 coronary heart disease deaths occur annually outside a hospital or emergency room; and

WHEREAS, prompt delivery of cardiopulmonary resuscitation (CPR) increases the chance of survival from sudden cardiac arrest by helping maintain vital blood flow to the heart and brain and increasing the amount of time a defibrillator can be effective; and

WHEREAS, an automated external defibrillator (AED), even when used by a bystander, is safe, easy to operate and highly effective in restoring a normal heart rhythm and increasing the chance of survival for many in sudden cardiac arrest; and

WHEREAS, the interval between the 911 call and the arrival of emergency medical services personnel is typically longer than five minutes and death or severe brain injury is likely to occur within ten minutes after the onset of sudden cardiac arrest. Therefore, achieving high survival rates depends on a public trained in cardiopulmonary resuscitation and automated external defibrillator use; and

WHEREAS, the American Heart Association, the American Red Cross, and the National Safety Council are preparing related public awareness and training campaigns on cardiopulmonary resuscitation and automated external defibrillation to be held during the first week of June each year; and

WHEREAS, the San Ramon Valley Fire Protection District promotes a Heart Safe Community in partnership with the City of San Ramon, the Town of Danville, the San Ramon Valley Unified School District, and the Contra Costa County Emergency Medical Services, where the public is educated on heart healthy lifestyles of exercise, nutrition and knowing how to use CPR and AED; and

WHEREAS, the San Ramon Valley Fire Protection District recognizes the Heart Safe Community program will work in coordination with San Ramon Valley Emergency Preparedness Citizen Corps Council.

***NOW, THEREFORE, BE IT RESOLVED,** that the San Ramon Valley Fire Protection District does hereby proclaim June 1-7, 2012, as National Cardiopulmonary Resuscitation and Automated External Defibrillator Awareness Week, and supports the creation and efforts of a Heart Safe Community.*

Dated: May 23, 2012

Thomas J. Linari, Board President

NEW BUSINESS


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MEMORANDUM

Date: May 23, 2012
To: Board of Directors
From: Sue Brooks – District Clerk 
Subject: Resolution No. 2012-03
November 6, 2012 General Election

The attached Resolution must be submitted to the County Elections Department by July 5, 2012. The content of Resolution No. 2012-03 is based on the following requirements by the Contra Costa County Elections Department.

1. Includes a request for consolidation
2. Includes a word limit for the Candidate Statement
3. Includes who will pay for the Candidate Statement

Recommended Action:

It is recommended that the Board of Directors adopt Resolution No. 2012-03.

Attachments

RESOLUTION NO. 2012-03

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SAN RAMON VALLEY FIRE PROTECTION DISTRICT ORDERING EVEN-YEAR
BOARD OF DIRECTORS ELECTION; CONSOLIDATION OF ELECTIONS; AND
SPECIFICATIONS OF THE ELECTION ORDER**

WHEREAS, California Elections Code requires a general District election be held in each District to choose a successor for each elective officer whose term will expire on the first Friday in December following the election to be held on the first Tuesday after the first Monday in November in each even-numbered year; and

WHEREAS, other elections may be held in whole or in part of the territory of the District and it is to the advantage of the District to consolidate pursuant to Elections Code Section 10400; and

WHEREAS, Elections Code Section 10520 requires each District involved in a general election to reimburse the county for the actual costs incurred by the county elections official in conducting the election for that District; and

WHEREAS, Elections Code Section 13307 requires that before the nominating period opens the District board must determine whether a charge shall be levied against each candidate submitting a candidate's statement to be sent to the voters; determine the number of words, may estimate the cost; and determine whether the estimate must be paid in advance; and

WHEREAS, Elections Code Section 12112 requires the election official of the principal county to publish a notice of the election once in a newspaper of general circulation in the District;

NOW, THEREFORE, IT IS ORDERED that an election be held within the territory included in this District on the **6th day of November, 2012**, for the purpose of electing members to the Board of Directors of said District in accordance with the following specifications:

SPECIFICATIONS OF THE ELECTION ORDER

1. The Election shall be held on Tuesday, the 6th day of November, 2012. The purpose of the election is to choose members of the Board of Directors for the following seats:

Board Member Thomas J. Linari	4-year term
Board Member Roxanne W. Lindsay	4-year term
Board Member Matthew J. Stamey	4-year term
2. The District has determined that the Candidate will pay for the Candidate's Statement. The Candidate's Statement will be limited to 300 words. As a condition of having the Candidate's Statement published, the candidate shall pay the estimate cost at the time of filing. The District hereby establishes the estimated cost for a candidate statement as the following: \$1,580.00.
3. The District directs that the County Registrar of Voters of the principal county publish the Notice of Election in a newspaper of general circulation that is regularly circulated in the territory.
4. This Board hereby requests and consents to the consolidation of this election with other elections which may be held in whole or in part of the territory of the District, pursuant to Elections Code 10400.
5. The District will reimburse the county for the actual cost incurred by the county elections official in conducting the general District election upon receipt of a bill stating the amount due as determined by the elections official.
6. The Clerk of this Board is ordered to deliver copies of this Resolution, to the Registrar of Voters, and if applicable, to the Registrar of Voters of any other county in which the election is to be held, and to the Board of Supervisors.
7. **THE FOREGOING RESOLUTION WAS ADOPTED** upon motion of Director _____ seconded by Director _____ at a regular meeting on this 23rd day of May, 2012, by the following roll call vote:

Ayes:
Noes:
Absent:
Abstain:

Dated: _____

Susan F. Brooks, District Clerk
San Ramon Valley Fire Protection District

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MEMORANDUM

Date: May 23, 2012

To: Board of Directors

From: Robert Leete, Administrative Services Director
Gloriann Sasser, Finance Supervisor

Subject: East Bay Regional Communications System – History and Project Overview

Background

In 2007 the Board authorized membership in the East Bay Regional Communications System Authority (EBRCS). The purpose of this report is to provide an overview of the project, including historical and projected cost information.

EBRCS is a joint exercise of powers authority organized for the purpose of establishment of a P25 compliant communications system. This communications system will provide fully interoperable communications to all public agencies serving Contra Costa and Alameda Counties. EBRCS includes 40 member agencies serving a population of over 2.5 million people. Representatives from both counties have worked together on this project for over six years. The extensive infrastructure required for this communications system has been funded through numerous federal and state grant awards along with debt proceeds. The system is estimated to cost approximately \$70 million. The District initially paid \$34,000 in both fiscal years 2007-08 and 2008-09 to fund operational costs.

The project currently involves two separate Federal Emergency Management Agency Assistance to Firefighters Grants awarded in December 2011 that directly involve the District. One grant was awarded to the El Cerrito Fire Department in the amount of \$3,328,000 for portable radio purchases and includes the District. A second grant was awarded to the District in the amount of \$2,383,353 for mobile radio and base station purchases and installation. This grant includes nine other agencies in Contra Costa County.

This project is complex and presents several challenges for the District. One of the challenges is timing. The federal grants require the new radios for this project to be purchased, installed and operable by December 22, 2012. As a result, it is necessary for some of the costs of this project to be included in 2011-12, and some costs to be included in 2012-13.

The portable radio grant includes grant funding to pay for portable radios and chargers only. The projected cost of the District's share of the portable radio grant purchases is \$183,040 in 2011-12. However, the District requires additional items for the portable radios including battery chargers for vehicles and fire stations. The cost of the additional items is projected to be \$35,500 in 2012-13.

The mobile radio and base station grant is more complex because the grant was awarded to the District and includes nine other agencies. As host agency, the District is responsible to manage the purchase and installation of 342 mobile radios and 78 base stations throughout Contra Costa County. The District is also responsible to pay for the mobile radio and base station purchases, obtain reimbursement from FEMA for the federal share and obtain reimbursement from the nine participating agencies for the local share. Included in this project are 76 mobile radios and 10 base stations for the District.

The total mobile/base station grant award is \$2,383,353. The grant is comprised of the following: Federal grant revenue of \$1,906,683, local agency matching funds from the nine participating agencies of \$379,060 and the District share of local agency matching funds of \$97,610. However, the actual radio installation costs may exceed the grant funding. As a result, the District may incur additional installation costs in the projected amount of \$13,500. The District also requires additional licensing and accessories for the mobile radios and base stations including backup control stations, apparatus intercoms and cables, remote control heads and speaker microphones. The cost of the additional licensing and accessories is projected to be \$84,350 in 2012-13. The total District cost is estimated to be \$195,460.

In September 2010 the Board authorized prepayment of EBRCS infrastructure costs in the amount of \$315,000. This prepayment was based on a radio count of 225 radios. Subsequently District radio count increased to 262 radios. At this time, the District may also prepay the infrastructure costs for the additional radios. The cost to prepay is \$1,400 per additional radio with total cost of \$51,800. However, the District also has the option to waive prepayment of infrastructure costs for the additional radios. Per the Project Operating Agreement, the District would then be required to pay one-time infrastructure costs for the additional radios. This reserve replacement fund service payment cost of \$200 per additional radio is projected to be \$7,400 in 2012-13. This option would also result in increased monthly Subscriber User Fees in the amount of \$20 per month per radio for the life of the EBRCS system. Staff recommends the Board authorize prepayment of EBRCS infrastructure costs for the additional radios. Prepayment costs would be recovered in approximately five years. Also, all District radios would be under the same cost structure.

As grant administrator for the mobile radio and base station grant, the District is required to hire an audit firm to complete a Single Audit in each fiscal year when federal expenditures are \$500,000 or more. The cost for these services is \$5,000 in 2011-12 and 2012-13. This expenditure is eligible for grant reimbursement; however, based on current projections, the grant funds will be completely used for purchase and installation of the radios. No grants funds will remain to pay for audit costs. Therefore the District is required to incur this expenditure.

The Project Operating Agreement also requires the District to pay on-going Subscriber User Fees to pay for maintenance and operations. The Subscriber User Fee is \$25 per month per radio. This cost is projected to be \$78,600 in 2012-13 and to continue each fiscal year.

Phase Two of this project is expected to commence in 2016-17 upon approval from the EBRCS Board of Directors. Phase Two will include enhanced communications capabilities. These additional capabilities may require the District to purchase additional features from Motorola and may require reprogramming of the radios at additional cost to the District. The cost to the District of Phase Two is unknown at this time.

A spreadsheet is attached that details actual and projected District costs by fiscal year for this project.

Recommended Action

Staff recommends the Board approve prepayment of infrastructure costs for 37 additional radios in the amount not to exceed \$51,800.

San Ramon Valley Fire Protection District
 East Bay Regional Communications System Authority
 District Costs By Fiscal Year

	<u>2007-08</u> Actual	<u>2008-09</u> Actual	<u>2010-11</u> Actual	<u>2011-12</u> Projected	<u>2012-13</u> Projected	<u>Total</u>
Radio Fees	\$34,000	\$34,000				\$68,000
Service Payment - Infrastructure Costs			\$315,000			315,000
Portable Radio Purchases				\$183,040		183,040
Portable Radio Accessories					\$35,500	35,500
Mobile Radio/Base Station Purchases - District local match share				81,924		81,924
Mobile Radio/Base Station Installation Costs - District share					15,686	15,686
Mobile Radios/Base Stations Additional Installation Costs					13,500	13,500
Mobile Radios/Base Stations Licensing and Accessories					84,350	84,350
Additional Radios - Service Payment				51,800		51,800
Refund - Radio Fees				(15,600)		
Single Audit				5,000	5,000	10,000
Subscriber User Fee - On going fee					78,600	78,600 *
Phase Two Additional Capabilities						**
Total District Costs	<u>\$34,000</u>	<u>\$34,000</u>	<u>\$315,000</u>	<u>\$306,164</u>	<u>\$232,636</u>	<u>\$937,400</u>

* Subscriber User Fee subject to change and required to be paid each year

** The cost of Phase Two of the project is unknown at this time

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MEMORANDUM

Date: May 23, 2012

To: Board of Directors

From: Robert Leete, Administrative Services Director
Gloriann Sasser, Finance Supervisor

Subject: Portable Radio Purchase - East Bay Regional Communications System

Background

The District is a member of the East Bay Regional Communications System Authority (EBRCS). EBRCS is a joint exercise of powers authority organized for the purpose of establishment of a P25 compliant communications system. This communications system will provide fully interoperable communications to all public agencies serving Contra Costa and Alameda Counties. EBRCS includes 40 member agencies serving a population of over 2.5 million people.

The District is a participant in a Federal Emergency Management Agency Assistance to Firefighters Grant awarded to El Cerrito Fire Department in December 2011. This grant is a regional grant that includes 10 of the Contra Costa EBRCS agencies. The grant may only be used to purchase portable radios as part of the EBRCS project. This grant requires a 20% local match from the District.

As grant administrator, the City of El Cerrito is responsible for managing the purchase of the portable radios. The Contra Costa County Fire Chiefs Association approved the purchase of the Motorola APX7000XE portable radio. The District requires 176 portable radios. The total cost per radio is \$5,200 including tax through June 8, 2012. The Federal grant will pay for \$4,160 per radio and the District's share is \$1,040 per radio. Total District cost for portable radios is \$183,040.

Recommended Action

Staff recommends the Board approve the following:

- Authorize staff to enter into an agreement with the City of El Cerrito to purchase 176 portable radios under the Federal Emergency Management Agency Assistance to Firefighters Grant in an amount not to exceed \$732,160 Federal share and \$183,040 District share.
- Authorize payment not to exceed \$183,040 to the City of El Cerrito for the District's share of the purchase of 176 portable radios.
- Authorize a 2011-12 Apparatus/Equipment Replacement Fund Capital Outlay Expenditure budget adjustment increase in the amount of \$183,040 to fund the District's share of the purchase of 176 portable radios.
- Authorize a Transfer Out of the General Fund and a Transfer In to the Apparatus/Equipment Replacement Fund and budget adjustments in an amount not to exceed \$183,040 to pay for the District's local agency match for the purchase of 176 portable radios.

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MEMORANDUM

Date: May 23, 2012

To: Board of Directors

From: Robert Leete, Administrative Services Director
Gloriann Sasser, Finance Supervisor

Subject: Mobile Radio and Base Station Purchases - East Bay Regional
Communications System

Background

The District is a member of the East Bay Regional Communications System Authority (EBRCS). EBRCS is a joint exercise of powers authority organized for the purpose of establishment of a P25 compliant communications system. This communications system will provide fully interoperable communications to all public agencies serving Contra Costa and Alameda Counties. EBRCS includes 40 member agencies serving a population of over 2.5 million people.

In December 2011, the District was awarded a Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant. The grant is a regional grant that includes 10 of the Contra Costa EBRCS agencies. The grant may only be used to purchase and install base stations and mobile radios as part of the EBRCS project. The total project cost for the grant is \$2,383,353. The federal grant will pay for 80% of the project cost or \$1,906,683. The 10 local agencies are responsible to pay a local agency match of 20% of the project cost or \$476,670. The District is host agency and responsible for administration of the grant. The District's cost of the local agency match is \$97,610.

As host agency, the District is responsible to manage the purchase and installation of 342 mobile radios and 78 base stations throughout Contra Costa County. The grant requires all mobile radios and base stations to be purchased, installed and operable by December 22, 2012. The District is also responsible to pay for the mobile radio and base station purchases, obtain reimbursement from FEMA for the federal share and obtain

reimbursement from the participating agencies for the local share. Included in this purchase are 76 mobile radios and 10 base stations for the District.

The Contra Costa County Fire Chiefs Association approved the purchase of the Motorola APX7500 mobile radio and base station. Contra Costa County has a current contract with Motorola for the purchase of these radios that was competitively bid in 2009. The District is permitted to purchase the radios under this County contract. This purchase complies with District purchasing practices and has been approved by legal counsel.

The County contract contains a price per radio of \$4,111 plus tax. However, the contract includes language that in the event of a price decline, the benefit of such lower price shall be extended to the County. The District formally requested updated pricing from Motorola for the federal grant purchase. The updated price is \$4,400 plus tax. This price is higher than the County price because the County purchase was for 50 watt radios and included a one year warranty. The grant purchased radios are 100 watt radios and include a five year warranty. The cost of the five year warranty is \$319. Thus the current updated purchase price is lower than the County price. The price of \$4,400 plus tax per radio is valid through June 8, 2012. After this time, the price may increase up to \$5,973 plus tax per radio. Agencies will likely purchase radios throughout 2012 at different prices not to exceed \$5,973 plus tax per radio.

Board approval is required for purchase of the District's share of mobile radios and base stations. Staff recommends purchase of 76 mobile radios and 10 base stations by June 8, 2012 in the amount of \$4,400 plus tax per radio. Total cost for this purchase is \$409,618. For this purchase, Federal Grant revenue will fund \$327,694; the District local agency share is \$81,924.

After radio purchases, the next phase of this project is radio installation to be completed by December 22, 2012. A Request for Quotations for radio installation has been issued. Staff will present the results and recommendations at a future meeting.

A spreadsheet is attached that details the revenue and expenditures for this grant project.

Recommended Action

Staff recommends the Board approve the following:

- Authorize staff to contract with Motorola in an amount not to exceed \$2,569,186 to purchase up to 342 mobile radios and up to 78 base stations under the Federal Emergency Management Agency Assistance to Firefighters Grant.
- Authorize the following 2011-12 budget adjustments in the Federal Grant Capital Projects Fund:
 - Increase Federal Grant Intergovernmental Revenue in the amount of \$1,330,400 for the Federal share of the radio purchases.

- Increase Other Intergovernmental Revenue in the amount of \$901,862 for the Local agency share of the radio purchases.
 - Increase Capital Outlay Expenditures in the amount of \$2,314,186 for mobile radio and base station purchases.
- Authorize a Transfer Out of the General Fund and a Transfer In to the Federal Grants Capital Projects Fund and budget adjustments in an amount not to exceed \$81,924 to pay for the District's local agency match for the purchase of the mobile radios and base stations.

San Ramon Valley Fire Protection District
 East Bay Regional Communications System Authority
 Federal Grant Capital Projects Fund
 Mobile Radio and Base Station Grant

	<u>2011-12</u> <u>Projected</u>	<u>2012-13</u> <u>Projected</u>	<u>Total</u>
Revenue:			
Federal Grant	\$1,330,400	\$576,283	\$1,906,683
Local Agency Match	250,676	128,384	379,060
District Share Local Agency Match - Transfer In	81,924	15,686	97,610
Local Agency Share of Additional Costs	<u>651,186</u>	<u>70,000</u>	<u>721,186</u>
Total Revenue and Transfer In	<u>2,314,186</u>	<u>790,353</u>	<u>3,104,539</u>
Expenditures:			
Mobile Radio/Base Station Equipment Purchases	1,663,000	185,000	1,848,000
Mobile Radio/Base Station Installation Costs		535,353	535,353
Additional Radio Costs	<u>651,186</u>	<u>70,000</u>	<u>721,186</u>
Total Expenditures	<u>2,314,186</u>	<u>790,353</u>	<u>3,104,539</u>
Net Grant Activity	<u><u>\$0</u></u>	<u><u>(\$0)</u></u>	<u><u>(\$0)</u></u>

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MEMORANDUM

Date: May 23, 2012

To: Board of Directors

From: Robert Leete, Administrative Services Director
Gloriann Sasser, Finance Supervisor

Subject: District Investment Policy

Background

The Board of Directors is required to annually review the District's Investment Policy. The District has recently contracted with PFM Asset Management, LLC (PFM) for investment advisory services. Based on information received from PFM, staff is recommending several changes to the Investment Policy. The changes are noted in the attached recommended Investment Policy.

Analysis

The recommended changes to the District's Investment Policy are as follows:

- Section 1.2 - Specifically excludes funds held for pension, other post-employment benefits or debt proceeds from governance by the Investment Policy.
- Section 1.3 – Authorizes the delegation of investment authority to the Treasurer and authorizes the use of an investment advisor.
- Section 2.6 – The California Government Code (CGC) has been updated and replaces the prudent person rule with the prudent investor standard.
- Section 4.1 – Removes the reference to CGC Section 53635, which does not apply to the District.

- Section 4.2 – Clarifies “Securities of the US Government” by separating debt obligations issued by the United States from debt obligations issued by federal agencies and government sponsored enterprises of the United States. Also, adds money market funds as a permitted investment. The District requires this addition in order to utilize a money market fund as a sweep vehicle for investment maturities and coupon interest until those funds are invested.
- Section 5.1 – Adds the CGC requirement that the Treasurer provide a monthly report of investment transactions to the Board when investment authority has been delegated by the Board.
- Section 5.3 – Edits some of the items required in the quarterly investment report so that the report provides the Board and public with necessary information.
- Section 6.3 – Adds that all investment securities shall be held by a third-party custodian that is the trust or custody division of a bank. This ensures investments will be held in the District’s name and no other entity can have a claim on the investments.
- Section 6.4 – Removes the requirement for a peer review of investments. This is not necessary because the District will have several levels of oversight available for investments including PFM, the Finance Committee and staff.
- Definitions – Several definitions are added or revised for clarification.

Recommended Action

Staff recommends the adoption of Resolution 2012-04 approving the San Ramon Valley Fire Protection District Investment Policy.

RESOLUTION NO. 2012-04

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SAN RAMON VALLEY FIRE PROTECTION DISTRICT ESTABLISHING
THE INVESTMENT POLICY FOR DISTRICT FUNDS

WHEREAS, the Board of Directors of the San Ramon Valley Fire Protection District has previously adopted an investment policy for District funds to ensure that District monies are invested prudently; and

WHEREAS, the Treasurer, Administrative Services Director, Finance Supervisor, or Finance Committee of the San Ramon Valley Fire Protection District have been given authority to invest District funds pursuant to the District's Investment Policy; and

WHEREAS, legislation necessitates the annual review of the District's investment policy in order to comply with current state law.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the San Ramon Valley Fire Protection District establishes and adopts a District investment policy, attached hereto as Exhibit 1, which is incorporated by this reference.

BE IT FURTHER RESOLVED, that the District Board of Directors delegates its authority to the Treasurer, Administrative Services Director, Finance Supervisor, or Finance Committee of the San Ramon Valley Fire Protection District to invest District funds in a manner consistent with the District's Investment Policy.

PASSED, APPROVED AND ADOPTED this 23rd day of May 2012, at a regular meeting of the District Board of Directors at San Ramon, California, on a motion by Director _____, seconded by Director _____ and duly carried with the following roll call votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

Resolution No. 2012-04

May 23, 2012

Page 2

Dated: _____, 2012

Thomas J. Linari, Board President
Board of Directors

ATTEST:

Susan F. Brooks, District Clerk
Board of Directors

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

William D. Ross, District Counsel

Richard Price, District Chief



DISTRICT – POLICY AND PROCEDURE

TOPIC:	Investment Policy		
EFFECTIVE DATE:	0605/2011201 <u>2</u>	DOC NO:	
CROSS REF:			

INTRODUCTION

Responsible financial practices necessitate adoption of specific procedures for investments in conformance with the Government Code of the State of California.

PURPOSE

The purpose of this policy is to establish a prudent and systematic investment policy and to organize and formalize investment-related activities.

POLICY

Section One: Scope and Authority

- 1.1 The San Ramon Valley Fire Protection District's (District) Investment Policy is authorized under the California Government Code, section 53600, et seq. as it applies to the investment of public funds.
- 1.2 It is intended that this policy cover all funds and investment activities under the direct authority of the District excluding pension funds, other post employment benefit funds held in a trust, and the proceeds of debt issues. Investments authorized by Fiscal Agents pursuant to bonded debt are controlled by the terms and conditions of the specific bond and may not necessarily coincide with the Investment Policy outlined herein. Investments must conform to Government Code section 53600.5 concerning safekeeping-custody of purchased-all securities by financial advisers, fiscal agent, or consultants. Wherever practical, investments made by a Fiscal Agent on behalf of the District will be consistent with this Policy.
- 1.3 The District's Board hereby delegates management authority for the investment program to the Treasurer. The Treasurer may delegate investment decision making and execution authority to an investment advisor. The advisor shall follow the policy and such other written instructions as are provided.

Section Two: Investment Objectives

- 2.1 Safety - It is the primary duty and responsibility of the Treasurer, Administrative Services Director, Finance Supervisor or Finance Committee to protect, preserve and maintain cash and investments placed in trust on behalf of the citizens of the District.
- 2.2 Liquidity - An adequate percentage of the District's investment portfolio should be maintained in liquid short-term securities which can be converted to cash if necessary to meet disbursement requirements. Since all cash requirements cannot be anticipated, investments in securities with active secondary or resale markets is highly

AUTHOR:	Gloriann Sasser, Finance Supervisor		Page 1 of 8
REVIEWED:	Robert Leete, Administrative Services Director		
APPROVED:	Richard Price, Fire Chief		
ORIGIN DATE:	06/11	REVISED DATE:	May XX, 2012



DISTRICT – POLICY AND PROCEDURE

TOPIC:	Investment Policy		
EFFECTIVE DATE:	0605/2011+201	DOC NO:	
	2		
CROSS REF:			

recommended. Emphasis should be on marketable securities with low sensitivity to market risk.

2.3 Yield - Yield should become a consideration only after the basic requirements of safety and liquidity have been met.

a) The overall yield should be designed to attain a market-average rate of return throughout budgetary and economic cycles, taking into account the District's risk constraints, the cash flow characteristics of the portfolio, and State and local laws, ordinances or resolutions that restrict investments.

2.4 Public Trust - All participants in the investment process shall act as custodians of the public trust. Investment officials shall recognize that the investment portfolio is subject to public review and evaluation. The overall investment program shall be designed and managed with a degree of professionalism that is worthy of the public trust.

2.5 Diversification - The investment portfolio will be diversified to avoid incurring unreasonable and avoidable risks regarding specific security types or individual financial institutions.

In a diversified portfolio, it must be recognized that occasional measured losses are inevitable and must be considered within the context of the overall portfolio's investment return, provided that adequate diversification has been implemented.

2.6 Prudence - The District adheres to the "prudent ~~person rule~~ investor standard" which ~~states that obligates a fiduciary to insure that:~~

"When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. . . . investments shall be made with the exercise of that degree of judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation but for investment considering the probable safety of their capital as well as the probable income to be derived."

Section Three: District's Investment Strategy

3.1 The most effective method of increasing investment yields without sacrificing safety

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APPROVED:	Richard Price, Fire Chief		
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is to extend the investment horizon commensurate with the District's cash requirements. To that end, improved cash forecasting and management is the preferred investment strategy for the District.

- a) Cash management activities include accurate cash projections, the expeditious collection of revenue, the control of disbursements, cost-effective banking relations, and a short-term borrowing program, when needed, that coordinates working capital requirements and investment opportunity.

Section Four: Allowable Investment Instruments

4.1 The Government Code, sections 53601, and 53601.1 ~~and 53635~~ shall govern the District's allowable investments and the length of those investments, unless specifically limited by this policy. Although the maximum maturity for any deposit or investment is five years, most investments should be for no longer than 2-3 years.

4.2 The specific investments allowed are listed below:

- a) The State's Local Agency Investment Fund (LAIF)
- b) Any Public Agency's Pooled Investment Fund, provided such involvement is approved in advance by resolution of the Board
- c) United States Treasury notes, bonds, bills, or certificates of indebtedness, or those for which the faith and credit of the United States are pledged for the payment of principal and interest ~~Securities of the US Government~~
- d) Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises
- e) Insured Certificates of Deposits (CD's) or CD's adequately collateralized by the institution issuing the certificate; ~~and~~
- f) Passbook Savings and Money Market Accounts
- g) Money market funds

4.3 Any investment not specifically approved by this policy is prohibited.

Section Five: Reporting Requirements

5.1 The Treasurer or designee shall submit to the Board a report of monthly investment security transactions.

5.2 The Treasurer or designee shall annually submit a written investment policy to the Board. The Board shall consider the investment policy at a public meeting.

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5.3 The Treasurer or designee shall submit a quarterly investment report to the Board. The report must be submitted within 30 days following the end of the month covered by the report, ~~and is required under Government Code Section 53646.~~ Such report shall include at least the following information:

- a) Types of investments;
- b) Names of the institution in which funds are invested or deposited;
- c) Date of maturity, if applicable;
- d) Par and original investment amount on all securities;
- e) Percent distribution of each type of investment ~~or deposit~~;
- f) Current market value as of the date of the report, including sources of the valuation except those under LAIF;
- g) ~~Rate of interest~~ Coupon, if applicable;
- h) Average weighted yield of all ~~investments~~ portfolio;
- i) Investment income for the fiscal year to date and total return ~~The accrued interest earnings fiscal year to date for each investment;~~
- j) A statement relating the report to the District's Investment Policy; and
- k) A statement that there are sufficient funds to meet the District's next six months' financial obligations.

5.4 Periodic reports shall be prepared as required by circumstances or as directed by the Board. Such circumstances include, but are not limited to, notification that any District investment may be in jeopardy, or a sudden and significant drop in the current market value of any District investment.

5.5 The District will report the investment portfolio at market value at the end of each fiscal year in accordance with Governmental Accounting Standards Board Statement No. 31.

Section Six: Internal Controls and General Guidelines

6.1 A system of internal control shall be established and documented in writing. The controls shall be designed to prevent losses of public funds arising from fraud, employee error, misrepresentation of third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the District.

6.2 Controls deemed most important include:

- a) The control of collusion and separation of duties;
- b) Custodial safekeeping of funds invested or on deposit;
- c) Minimizing the number of authorized Investment Officers; and
- d) Written documentation of procedures and transactions.

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- 6.3 In selecting financial institutions for the deposit or investment of District funds, the Treasurer or designee shall consider the credit-worthiness of the institution. Such credit-worthiness shall be monitored on a regular basis throughout the period in which District funds are deposited or invested.
- a) Any deposit or investment of funds shall be in writing, signed by the Treasurer or designee and the authorized representative of the institution.
- b) All transactions will be executed on a Delivery Versus Payment (DVP) basis.
- ~~b)c)~~ All investment securities shall be held in the District's name by a third-party custodian that is the trust or custody division of a bank.
- 6.4 ~~The Treasurer or designee shall encourage peer review of the investments and investment practices. In addition,~~ The District will require the auditors to perform cash and investment testing as part of the audit of the District's financial statements.
- 6.5 An annual Cash Flow Forecast may be prepared by the Treasurer or designee and would be used to assist in the development of the annual operating budget for the District.
- 6.6 This Investment Policy shall be reviewed by the Board on an annual basis.
- 6.7 Ethics and Conflict of Interest - Board members and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program or which could impair their ability to make impartial investment decisions. Board members and employees shall disclose any material financial interests that could be related to the performance of the District's investment portfolio.

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APPROVED:	Richard Price, Fire Chief		
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DEFINITIONS

Call Option – The right, but not the obligation, of an issuer of a security to redeem a security at a specified value and at a specified date or dates prior to its stated maturity date.

Callable Bonds/Notes – Securities which contain an imbedded call option giving the issuer the right to redeem the securities prior to maturity at a predetermined price and time.

Certificate of Deposit (CD) – A time deposit with a specific maturity evidenced by a Certificate. Large-denomination CDs are typically negotiable.

Collateral – Securities, evidence of deposit or other property, which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

Custody – Safekeeping services offered by a bank, financial institution or trust company, referred to as the “custodian.” Service normally includes the holding and reporting of the customer’s securities, the collection and disbursement of income, securities settlement and market values.

Delivery Versus Payment – A type of securities transaction in which the purchaser pays for the securities when they are delivered either to the purchaser or custodian. It ensures that securities are deposited in an eligible financial institution prior to the release of funds. Securities should be held by a third-party custodian as evidenced by safekeeping receipts.

Diversification – Dividing investment funds among a variety of securities offering independent returns.

Federal Agency Obligation – A debt instrument issued by one of the federal agencies. Federal agencies are considered second in credit quality and liquidity only to U.S. Treasuries.

Liquidity – ~~A liquid asset~~ An investment is one that can be converted easily and rapidly into cash without a substantial loss of value.

Local Agency Investment Fund (LAIF) – The aggregate of all funds from political subdivisions that are placed in the custody of the State Treasurer for investment and reinvestment.

Market Value – The price at which a security is trading and could presumably be purchased or sold on a specific date.

Maturity – The date upon which the principal or stated value of an investment becomes

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due and payable.

Portfolio – Collection of securities held by an investor,

~~Prudent Person Rule~~ Investor Standard – An investment standard that all investments should be made with care, skill, prudence and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency ~~which persons of prudence, discretion and intelligence exercise in the professional management of business affairs for probable safety of capital and probable income to be derived.~~

~~Rate of Total Return~~ – Investment performance measured over a period of time that includes coupon interest, interest on interest, and both realized and unrealized gains or losses. Total return includes, therefore, any market value appreciation/depreciation on investments held at period end. The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity; on a bond it is the current income return.

~~Safeguarding~~ – A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vaults for protection

Secondary Market – A market made for the purchase and sale of outstanding issues following the initial distribution.

U.S. Treasury – Government debt issued by the United States Department of the Treasury through the Bureau of the Public Debt. Treasury securities are the debt financing instruments of the United States federal government, and they are often referred to simply as Treasuries. There are four types of marketable treasury securities: Treasury bills, Treasury notes, Treasury bonds, and Treasury Inflation Protected Securities (TIPS). All of the marketable Treasury securities are very liquid and are heavily traded on the secondary market.

Yield at Market – The percentage rate of return paid if the security is held to its maturity date using the market price of the security. The calculation is based on the coupon rate, length of time to maturity, and market price. It assumes that coupon interest paid over the life of the security is reinvested at the same rate. The Yield at Market will vary over time.

Yield at Cost – The percentage rate of return paid if the security is held to its maturity date at the original time of purchase. The calculation is based on the coupon rate, length of time to maturity, and original price. It assumes that coupon interest paid over the life of the security is reinvested at the same rate. The Yield at Cost on a security remains the

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same while held as an investment.

Yield—The rate of annual income return on an investment, expressed as a percentage.

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APPROVED:	Richard Price, Fire Chief	
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SAN RAMON VALLEY FIRE PROTECTION DISTRICT

Administration

Phone: 925-838-6600
Fax: 925-838-6629
www.firedepartment.org

1500 Bollinger Canyon Road
San Ramon, California 94583

Fire Prevention

Phone: 925-838-6680
Fax: 925-838-6609

MEMORANDUM

Date: May 23, 2012
To: Board of Directors
From: Robert Leete, Administrative Services Director
Gloriann Sasser, Finance Supervisor
Subject: Establishment of a Third Party Custody Account

Background

In April 2012, the Board approved to contract with PFM Asset Management, LLC (PFM) for investment advisory services. As a result, the District will purchase individual investment securities. According to the Government Finance Officers Association (GFOA), one of the most important controls against investment fraud is the separation of the investment function from the safekeeping and custody function. By arranging to have investment securities held by a third party, governments can effectively minimize safekeeping or custodial risk in an investment transaction. In addition, the District's Investment Policy identifies custodial safekeeping of funds invested or on deposit as an important internal control.

With establishment of a third-party custody account, the District arranges with a bank that is not involved in the District's investment transactions to transfer and hold the District's investment securities. The District obtained pricing information from six banks. Detailed cost information is attached. Bank of the West is the lowest cost at 0.30 basis points and no transaction fees. Staff initially proceeded to contract with Bank of the West for these services. However, upon review of Bank of the West's standard Custody Agreement, it was determined the Custody Agreement does not meet GFOA best practices. As a result, Staff contacted US Bank. The US Bank Custody Agreement is in accordance with GFOA best practices.

US Bank provides alternative custody pricing for entities that employ PFM as their investment advisor and utilize PFM Funds Government Series money market fund for

their custody account sweep funds. Sweep funds are used to maximize interest earnings on excess funds that are available short-term, usually overnight. Excess funds would be swept into the PFM money market fund pending investment. Investing in the PFM Funds Government Series money market fund would require the addition of money market funds as allowable investment instruments in the District's Investment Policy. This addition is recommended in a separate Agenda item at tonight's Board meeting.

The US Bank fee is 0.40 basis points plus \$250 annual flat fee and activity charges of \$8 per book entry trade and \$4.50 per wire transaction. Estimated cost for a \$30 million portfolio is \$2,000 per year.

Recommended Action

Staff recommends the Board authorize Staff to contract with US Bank for custody account services for the period June 1, 2012 - June 30, 2015.

**San Ramon Valley Fire Protection District
Third Party Custody Account Quote Results**

Name of Bank	Annual Fee	Additional Details
JP Morgan Chase Bank	\$30,000	
US Bank	5,000	
Bank of New York Mellon	3,500	
Zions First National Bank	2,100	
US Bank (alternative)	2,000	Fee is 0.40 basis points plus activity charges. Fee is estimated based on a \$30M portfolio.
Bank of the West	900	Fee is 0.30 basis points. No activity charges. Fee is estimated based on a \$30M portfolio. Fee charged against earnings credits.

SAN RAMON VALLEY FIRE PROTECTION DISTRICT

Administration

Phone: 925-838-6600

Fax: 925-838-6629

www.srvfire.ca.gov

1500 Bollinger Canyon Road
San Ramon, California 94583

Fire Prevention

Phone: 925-838-6680

Fax: 925-838-6609

MEMORANDUM

Date: May 23, 2012

To: Board of Directors

From: Robert Leete, Administrative Services Director

Subject: Property & Liability Insurance - Fire Agencies Insurance Risk Authority

Background:

The District currently obtains property and liability insurance through a joint powers agreement administered by Contra Costa County. Last year a draft revised JPA document was prepared by the County and presented to the member agencies for consideration. However, after extensive legal review, the District was unable to have the draft document updated in a manner beneficial to the District and sufficient to meet legal standards.

Pursuant to Board action on March 28, 2012, the District gave withdrawal notice to the County JPA and began a process to replace the property and liability insurance through other means.

A request for proposals was sent to seven potential providers of this coverage. Staff recommends that the District apply to become a member of the Fire Agency Insurance Risk Authority (FAIRA).

FAIRA was created in 1988 as a Joint Powers Insurance Authority in accordance with California law. FAIRA has grown to 101 members, serving fire districts in California and Nevada. FAIRA offices are located in Novato, with support services provided by Arthur J. Gallagher Risk Management Services in San Francisco.

FAIRA costs for FY 2012-13 will be \$85,627. This is in contrast to the District's Contra Costa County expense in the current year of \$118,659 and a projected FY 2012-13 cost of \$163,262. A copy of the "Quotation Outline" is attached for your reference.

The JPA documents (copies attached) have been reviewed and approved by legal counsel.

Recommended Board Action:

Approve Resolution No. 2012-05 authorizing application for membership, approval of the FAIRA Fifth Amended Joint Powers Agreement and related documents.



Arthur J. Gallagher Risk Management Services

Arthur J. Gallagher & Co. Insurance Brokers of California, Inc.



Quotation Outline
for

SAN RAMON VALLEY FIRE PROTECTION DISTRICT



Presented By:

Richard Blacker
General Manager
FAIRA
Tel. (415) 898-6800

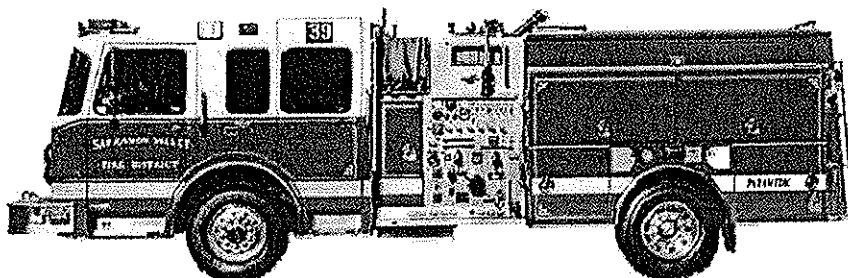
Susan Blankenburg
Area Senior Vice President
Arthur J. Gallagher & Co.
Tel. (415) 536-8417

May 14, 2012

IMPORTANT: The quotation is an outline of certain of the terms and conditions of the insurance proposed by the insurers, based on the information provided by your company. It does not include all the terms, coverages, exclusions, limitations, conditions of the actual policy contract language. The insurance policies themselves must be read for those details. Policy forms for your reference will be made available upon request.

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**FIRE AGENCIES INSURANCE RISK AUTHORITY (FAIRA)
INSURANCE QUOTATION OUTLINE**

Named Insured: Fire Agencies Insurance Risk Authority (FAIRA) and all entities listed on the Schedule of Named Insureds

Member: San Ramon Valley Fire Protection District

Mailing Address: 1500 Bollinger Canyon Road
San Ramon, California 94583

Effective Date: July 1, 2012 to July 1, 2013

PROPERTY & CASUALTY -

Carrier: American Alternative Insurance Corporation (AAIC)
Best's Rating: A+ XV

Coverage: Property, General Liability, Management Liability, Business Automobile Liability and Physical Damagc, Umbrella.

Exposures: See attached Property & Renewal Questionnaire

PROPERTY SECTION -

Limit(s):	\$29,758,412	Real & Personal Property
	Included	Flood
	Excluded	Earthquake
	Up to 12 months	Loss of Income
	Up to 12 months	Extra Expense
	\$ 100,000	Money & Securities
	Included	Account Receivable
	Included	Boiler & Machinery
	Included	Building Ordinance or Law
	Included	Commandeered Property (<i>other than Auto</i>)
	\$ 250,000	Computer Software
	Included	Electronic Data Processing
	Included	Debris Removal
	Included	Expediting Expense
	Included	Exterior Signs
	Included	Extra Expense (<i>up to 12 months</i>)
\$2,500,000	Newly Acquired or Constructed Building	



FIRE AGENCIES INSURANCE RISK AUTHORITY (FAIRA)
INSURANCE QUOTATION – cont.

PROPERTY & CASUALTY - cont.

	Included	Loss of Income (<i>up to 12 months</i>)
	\$ 5,000	Personal Effects of Employees, Directors, Officers or Volunteers
	\$1,000,000	Personal Property at Newly Acquired/Constructed Building
	Included	Valuable Papers
	\$2,500,000	Unintentional Errors & Omissions
	\$ 500,000	Employee Dishonesty
	\$ 500,000	Forgery or Alteration
	\$ 500,000	Faithful Performance of Duty
	\$ 100,000	Computer Fraud
	Included	Portable Equipment
Deductible(s):	\$ 5,000	Property
	\$ 1,000	Flood
	Excluded	Earthquake
	\$ 1,000	Employee Dishonesty
	\$ 1,000	Forgery or Alteration
	\$ 1,000	Faithful Performance of Duty
	\$ 1,000	Computer Fraud
	\$ 1,000	Portable Equipment
Valuation:	Replacement Cost	
GENERAL LIABILITY – Primary layer		
Limit(s):	\$ 1,000,000	Each Occurrence
	\$ 1,000,000	Personal and Advertising Injury (<i>each offense</i>)
	\$ 1,000,000	Fire Damage Legal Liability (<i>any one fire</i>)
	\$ 10,000	Medical Expense (<i>each accident</i>)
	\$ 2,000,000	General Annual Aggregate
	\$ 2,000,000	Products/Completed Operations Annual Aggregate (<i>Defense Costs apply outside the Limit of Liability</i>)
Deductible(s):	\$ 0	Each Occurrence
	\$ 100	Property of Persons Receiving Services



FIRE AGENCIES INSURANCE RISK AUTHORITY (FAIRA)
INSURANCE QUOTATION – cont.

PROPERTY & CASUALTY - cont.

MANAGEMENT LIABILITY –

Limit(s):

\$ 1,000,000	Each Wrongful Act
\$ 2,000,000	General Annual Aggregate
\$ 25,000	Defense Expenses for Injunctive Relief <i>(Defense Costs apply outside the Limit of Liability)</i>
Included	Hired and Borrowed Vehicle

Deductible(s):

\$ 5,000	Each Wrongful Act <i>(Coverage A only)</i>
----------	--

AUTOMOBILE LIABILITY –

Limit(s):

\$ 1,000,000	Bodily Injury or Property Damage
\$ 1,000,000	Uninsured Motorists / Underinsured Motorists
\$ 10,000	Medical Payments
\$ 21,342,051	Reported Value

Deductible(s):

\$ 0	Each Accident
------	---------------

AUTOMOBILE PHYSICAL DAMAGE –

Limit(s):

Agreed Value	Emergency Response / Antique Vehicles
Actual Cash Value	Private Passenger (Most), Service Vehicles, Trailers, and Other Non-Emergency Vehicles
\$ 250,000	Auto Physical Damage 0 Garagekeepers Legal Liability

Deductible(s):

\$ 3,000	Emergency Response / Antique Vehicles
Comp/Collision	
\$ 1,000	Private Passenger (Most, Service Vehicles, Trailers, and Other Non-Emergency Vehicles
Comp/Collision	
\$ \$50 Comp/ \$100 Collision	Hired, Borrowed, or Commandeered Vehicles



FIRE AGENCIES INSURANCE RISK AUTHORITY (FAIRA)
INSURANCE QUOTATION – cont.

PROPERTY & CASUALTY - continued

Deductible(s): continued

\$ 250 Comp/	Garagekeeper's Legal Liability
\$500 Collision	
\$ 0	Comprehensive loss caused by fire or lightning

UMBRELLA LIABILITY –

Limit(s):

\$ 10,000,000	Each Occurrence
\$ 20,000,000	General Annual Aggregate
\$ 20,000,000	Products/Completed Operations Annual Aggregate (Defense Costs apply outside of the Limit of Liability)

Excess of underlying primary

**TOTAL ANNUAL
PREMIUM:** \$ 85,627.00

RESOLUTION NO. 2012-05

**RESOLUTION OF THE SAN RAMON VALLEY FIRE PROTECTION DISTRICT
AUTHORIZING PARTICIPATION IN JOINT EXERCISE OF
POWERS AGREEMENT FOR CERTAIN INSURANCE AND SELF-INSURANCE
PURPOSES AND APPROVING THE FIFTH AMENDED JOINT
POWER OF AUTHORITY AGREEMENT**

WHEREAS, it has been determined that it is in the best interest of the San Ramon Valley Fire Protection District (hereinafter sometimes referred to as "District") to participate in a Joint Exercise of Powers Agreement as amended (attached hereto as Exhibit "A") for Insurance and/or Self-Insurance for General Liability Insurance including coverage for motor vehicles and such other forms of insurance as may be agreed upon by the Authority, now therefore be it

RESOLVED, that the Board of Directors of the San Ramon Valley Fire Protection District authorizes the membership in the Fire Agency Insurance Risk Authority and directs staff to execute all necessary documents to implement said decision.

THE FOREGOING RESOLUTION WAS ADOPTED upon motion of Director _____ seconded by Director _____ at a regular meeting on this 23rd day of May 2012, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dated: May 23, 2012

ATTEST:

Susan F. Brooks, District Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT

William D. Ross, District Counsel

Richard Price, Fire Chief

**FIFTH AMENDED JOINT POWERS AGREEMENT
of the
FIRE AGENCIES INSURANCE RISK AUTHORITY
PARTICIPANTS LISTED IN EXHIBIT "1" HERETO**

EXHIBIT "1"
LIST OF PARTICIPANTS

1	Alpine FPD	35	Fort Dick FPD	69	Placer Hills FPD
2	Alta FPD	36	Fresno County FPD	70	Ramona MWD
3	American Canyon FPD	37	Garberville FPD	71	Rancho Adobe FPD
4	Anderson FPD	38	Geyserville FPD	72	Rancho Cucamonga FPD
5	Arbuckle-College City FPD	39	Glen Ellen FPD	73	Rincon Valley FPD
6	Arcata FPD	40	Gold Ridge FPD	74	Roseland FPD
7	Aromas Tri-County FPD	41	Gonzales Rural FPD	75	Ross Valley FPD
8	Bald Mountain FPD	42	Happy Valley FPD	76	Sacramento River FPD
9	Ben Lomond FPD	43	Humboldt FPD	77	Salida FPD
10	Bennett Valley FPD	44	Kentfield FPD	78	Samoa Peninsula FPD
11	Blue Lake FPD	45	Kenwood FPD	79	San Miguel FPD
12	Bodega Bay FPD	46	Kneeland FPD	80	Shasta CSD
13	Bonita Sunnyside FPD	47	Lake Forest FPD	81	Shasta Lake FPD
14	Borrego Springs FPD	48	Lake Valley FPD	82	Smith Valley FPD
15	Branciforte FPD	49	Lakeside FPD	83	South Coast FPD
16	Cachagua FPD	50	Lee Vining FPD	84	South Monterey County FPD
17	Carlotta CSD	51	Lone Pine FPD	85	South Placer FPD
18	Carmel Highlands FPD	52	Mason Valley FPD	86	South Santa Clara County FPD
19	Carpinteria-Summerland FPD	53	Mi-Wuk Sugar Pine FPD	87	Southern Inyo FPD
20	Central FPD of Santa Cruz County	54	Montecito FPD	88	Suisun FPD
21	Central Lyon County FPD	55	Montezuma FPD	89	Susan River FPD
22	Chalfant Valley CSD	56	Mountain View FPD	90	Telegraph Ridge FPD
23	Clements Rural FPD	57	Murphys FPD	91	Tiburon FPD
24	Cloverdale FPD	58	Murrieta FPD	92	Timber Cove FPD
25	Cordelia FPD	59	North Central FPD	93	Vacaville FPD
26	Crest Forest FPD	60	North Lyon County FPD	94	Valley Center FPD
27	Cypress FPD	61	Northstar CSD	95	Valley of the Moon FPD
28	Eagleville FPD	62	Oakdale Rural FPD	96	West Stanislaus FPD
29	Ebbetts Pass FPD	63	Occidental CSD	97	Westport FPD
30	Esparto FPD	64	Orange County FA	98	Wheeler Crest FPD
31	Fig Garden FPD	65	Orange Cove FPD	99	White Mountain FPD
32	Five Cities FA	66	Pajaro Valley FPD	100	Woodland Avenue FPD
33	Forestville FPD	67	Penn Valley FPD	101	Zayante FPD
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**JOINT POWERS AGREEMENT
CREATING THE FIRE AGENCIES INSURANCE RISK AUTHORITY**

This JOINT EXERCISE OF POWERS AGREEMENT (“Agreement”) among those local agencies signatory to this Agreement is for the purpose of establishing, operating and maintaining self-insurance programs for the purpose of general liability insurance, including coverage for motor vehicle liability and such other forms of insurance as may be agreed upon by the Authority. Participation in such programs shall be mandatory for the first three annual Coverage Periods, as defined in the Liability Risk Coverage Agreement, as defined below, and shall thereafter be at the option of each local agency signatory to this Agreement, subject to the terms of the Liability Risk Coverage Agreement. The Agreement has been amended several times since FAIRA was established. The current Agreement, entitled the “Fifth Amended Joint Powers Agreement,” was approved by action of a majority of the Members, as required by Article 27 of the Agreement. The consent of a majority of the membership of the Authority, acting through their legislative bodies, and in compliance with all applicable requirements of the Joint Powers Law, was received on October 22, 2007. The “Fifth Amended Joint Powers Agreement,” supersedes all previous agreements entered into by the Authority Member local agencies. It is dated October 22, 2007. The Agreement is effective as to individual Authority member local agencies when it is executed consistent with Agreement Article 5.

RECITALS

This Agreement is predicated upon the following facts:

1. WHEREAS, the Member Agencies are public agencies organized and operating under the laws of the State of California;

2. WHEREAS, the following state laws, among others, authorize the Member Local Agencies to enter into this Agreement:

(a) Health and Safety Code Section 13861(j), permitting a Fire Protection District to enter into joint powers agreements;

(b) Health and Safety Code Section 13861(k), permitting a Fire Protection District to provide insurance;

(c) California Water Code Section 71680(a), permitting a water district to exercise any of the powers functions and duties which are vested in a Fire Protection District;

(d) Government Code Sections 989 and 990, permitting local public entities to insure itself against liability and other losses;

(e) Government Code Section 990.4, permitting a local public entity to provide insurance and self-insurance in any desired combination;

(f) Government Code Section 990.8, permitting two or more local public entities to enter into an agreement to jointly fund such expenditures under the authority of Government Code Sections 6500 - 6515;

(g) Government Code Sections 6500 - 6515, permitting two or more local public entities to jointly exercise under an agreement any power which is common to each of them; and,

(h) Article XVI, Section 6 of the California Constitution, which provides that insurance pooling arrangements under joint exercise of power agreements shall not be considered in giving or lending of credit as prohibited therein.

3. WHEREAS, each of the parties to this Agreement desires to join together with other parties for the purposes of (a) developing an effective risk management program to reduce the amount and frequency of their losses; (b) pooling their self-insured losses; and, (c) jointly purchasing excess insurance and administrative services in connection with a joint protection program for said parties; and,

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4. WHEREAS, it has been determined that it is economically feasible and practical for the parties to this Agreement to do so;

NOW, THEREFORE, for and in consideration of all the mutual benefits, covenants, and agreements contained herein, the parties hereto agree as follows:

ARTICLE 1. PURPOSE

This Agreement is entered into by Member Agencies pursuant to the provisions of California Government Code Sections 990, 990.4, 990.8, and 6500 et seq. in order to develop an effective risk management program: (a) to reduce the amount and frequency of their losses; (b) pooling their self-insured losses; and, (c) jointly purchase excess insurance and administrative services in connection with a joint protection program for said parties. These purposes, among other things, shall be accomplished through the exercise of the powers of Member Agencies jointly in the creation of a separate entity, to be known as the "Fire Agencies Insurance Risk Authority" (FAIRA"), to administer a joint protection program wherein Member Agencies will pool their losses and claims, jointly purchase excess insurance and administrative and other services, including claims adjusting, data processing, risk management, loss prevention, legal and related services.

It is also the purpose of this Agreement to provide for the removal of participating agencies for cause, or upon request.

ARTICLE 2. DEFINITIONS

Unless the context otherwise requires;

(a) "Authority" means the Fire Agencies Insurance Risk Authority FAIRA") created by this Agreement;

(b) "Board" is the governing board of the Authority, the composition of which is defined by Agreement Article 7(a);

(c) "Executive Board" means the President, Vice President, Secretary, Treasurer and one other Board member;

(d) "Insurance Program" means a program of providing insurance administered by the Authority for Member Agencies, implemented by this Agreement and by an insurance program agreement by and among the Authority and such Member Agencies;

(e) "Insurance Program Agreement" or "Liability Risk Coverage Agreement" means an insurance program agreement by and among the Authority and Members providing for implementation of an Insurance Program;

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(f) "Joint Powers Law" means Articles 1 through 4, Chapter 5, Division 7, title 1 (commencing with Section 6500) of the Government Code;

(g) "Liability Risk Coverage Agreement" means that certain insurance program agreement among the Member Agencies and the Authority, dated as of February 1, 1993;

(h) "Member Agency" means any of the public agencies which are a party to this Agreement and a member of the Authority; and,

(i) "Treasurer" is the officer of the Authority selected by the Board to manage, administer and invest moneys in accordance with this Agreement. The Treasurer shall be the Financial Officer of the Authority.

ARTICLE 3. PARTIES TO THE AGREEMENT

Each party to this Agreement certifies that it intends to, and does, contract with all other parties who are signatories of this Agreement and, in addition, with such other parties as may later be added as parties to, and signatories of, this Agreement pursuant to Article 23. Each party to this Agreement also certifies that the withdrawal of any party from this Agreement, pursuant to Article 21, shall not affect this Agreement nor the remaining parties' intent to contract as described above with the other parties to the Agreement then remaining.

ARTICLE 4. CREATION OF AUTHORITY

Pursuant to the Joint Powers Law, it is hereby reaffirmed that the Authority is created as a public entity, separate and apart from the parties to this Agreement.

ARTICLE 5. TERM OF AGREEMENT

This Agreement is effective as against each Member Agency as of the date such Member Agency executes this Agreement and continues until terminated as hereinafter provided.

ARTICLE 6. POWERS OF AUTHORITY

The Authority is authorized, in its own name, to do all acts necessary for the exercise of those powers referred to in Recital 2 including, but not limited to, each of the

following:

(a) make and enter into contracts, including but not limited to the Liability Risk Coverage Agreement;

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(b) incur debts, liabilities and obligations and to encumber real or personal property; but no debt, liability or obligation of the Authority is a debt, liability or obligation of any Member Agency which is a party to this Agreement, except as otherwise provided by Articles 21 and 22;

(c) acquire, hold or dispose of real and personal property;

(d) receive, hold and dispose of contributions and donations of property, funds, services and other forms of assistance from any source;

(e) sue and be sued in its own name, and settle any claim against it;

(f) employ agents and employees;

(g) acquire, construct, manage and maintain buildings;

(h) lease real or personal property including that of a Member Agency;

(i) receive, collect, invest and disburse moneys;

(j) receive and use contributions and advances from Members as provided in California Government Code Section 6504, including contributions or advances of personnel, equipment or property;

(k) invest any money in its treasury that is not required for its immediate necessities, pursuant to California Government Code Section 6509.5;

(l) develop and implement insurance risk management programs, including pooling of self-insurance losses, purchase of excess insurance and reinsurance and paying related administrative expenses; and,

(m) exercise other reasonable and necessary powers in furtherance or support of any purpose of the Authority or power granted by the Joint Powers Law, this Agreement or the Bylaws of the Authority.

These powers shall be exercised in the manner provided by law and in accordance with the requirements of the Executive Board where specifically designated in this Agreement, and except as expressly set forth in this Agreement, subject only to those restrictions upon the manner of exercising the powers which are imposed upon local public agencies in the exercise of similar powers.

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ARTICLE 7. GOVERNING BOARD

(a) Composition of Board.

Beginning as of the Board meeting held on or after June, 2005, the Authority shall

be governed by a Board composed of thirteen (13) members. Of the 13 seats on the Board, one shall be reserved for one of the Member Agencies located in the state of Nevada, and one shall be reserved for the largest FAIRA Member Agency (as determined by premium paid in the last fiscal year). Thereafter, every four (4) years or as otherwise determined by the Board of Directors to be election years, the FAIRA Manager shall invite nominations from all of the Member Agencies to fill the remaining eleven seats on the Board. Thereafter, the Manager shall compile a list of Board nominations and shall submit the list of nominations to all of the Member Agencies for a vote. Only the Member Agencies located in the state of Nevada shall vote to select the Member Agency to fill the seat reserved for the Nevada Member Agencies. At the FAIRA Board meeting convened in June of an election year, the Board of Directors shall review and count the ballots and shall determine, based on the balloting, the Agencies who shall be represented on the Board of Directors for the upcoming 4-year period. The Board may establish written procedures for the conduct of nominations, balloting and Board Member selection as needed. Board members shall be elected for a term of four (4) years. Each Member Agency represented on the Board shall be either a member of the legislative body, its administrative officer, or its fire chief or staff person responsible for its risk management function as its representative to the Board. Each Member Agency legislative body shall also appoint one alternate as a Board member, who shall have the same qualifications as the Member Agency Board member, and who may attend, participate in, and vote at any meeting of the Board at which the regular Board member is absent. A Board member is not entitled to compensation from the Authority. However, the Board may authorize reimbursement for expenses, consistent with its Board of Directors Policy, incurred by a member in connection with the duties of a Board member.

(b) Vacancy on Board.

Any vacancy in a Board member or alternative Board member position shall be filled by the Member Agency's legislative body for the remaining term of the Board member or alternative Board member position.

Any vacancy created on the Board by the departure or withdrawal of any member agency shall be filled by appointment by the Board. The newly appointed Board member shall serve for the unexpired term of the Board position that became vacant as a result of the departure or withdrawal. The appointment may be made at any, regular or special meeting of the Board.

During the interim between the vacancy and the date of the next general meeting, the appointment of an interim Board member may be made by the consent of the majority of the Board if the remaining Board feels a replacement is necessary for the proper continued conduct of Board business. However, if the number of Board members drops to less than seven (7) for more than three (3) months prior to the next general meeting, the Board must appoint an interim Board member.

The number of Board members may increase temporarily by vote at the general meeting if such an increase is being made in anticipation of the withdrawal of a member(s) of the Board prior to the next general meeting; the appointment would be subject to the final withdrawal of the member.

(c) Removal from Board.

A Board member and/or alternate Board member shall be removed from the Board upon the occurrence of any one of the following, as appropriate, events:

(1) Receipt by the Authority of written notice from the appointing Member Agency of the removal of the Board member or alternate Board member, together with a certified copy of the resolution of the legislative body of the Member Agency effecting such removal;

(2) The withdrawal of the Member Agency from this Agreement;

(3) The death or resignation of the Board member or alternate Board member; and,

(4) Receipt by the Authority of written notice from the Member Agency that the Board member or alternate Board member is no longer qualified as provided in section (a) of this Article.

(d) Powers of Board.

The Board shall have the following powers.

(1) Except as otherwise provided in this Agreement, the Board shall exercise all powers and conduct all business of the Authority, either directly or by delegation to other bodies or persons.

(2) The Board shall form an Executive Board, as provided in Article 10. The Board may delegate to the Executive board, and the Executive Board may discharge, any powers or duties of the Board except adoption of the Authority's annual budget. Any powers and duties so delegated shall be specified in a resolution adopted by the Board.

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(3) The Board may form, as provided in Article 11, such other committees as it deems appropriate to conduct the business of the Authority, or it may delegate such power to the Executive Board in the Bylaws or by resolution of the Board. The membership of any such other committee may consist in whole or in part of persons who are not members of the Board; provided that the Board and the Executive Board may delegate decision-making powers and duties only to a committee a majority of the members of which are Board members. Any committee a majority of the members of which are Board members may function only in an advisory capacity.

(4) The Board shall elect the officers of the Authority and shall appoint or employ necessary staff in accordance with Articles 9 and 12, respectively.

(5) The Board shall cause to be prepared, and shall review, modify as necessary, and adopt the annual operating budget of the Authority. Adoption of the budget may not be delegated.

(6) The Board, by and through its Executive Board, shall receive, review and act upon periodic reports and audits of the funds of the Authority, as required under Articles 17 and 18 of this Agreement.

(7) The Board shall have such other powers and duties as are reasonably necessary to carry out the purpose of the Authority.

ARTICLE 8. BOARD MEETINGS AND VOTING

(a) Regular and Special Meetings.

The Board shall hold at least one (1) regular meeting each year. The Board shall fix the date, hour and place for each regular meeting. The President or General Manager may request special meetings as necessary. Special meetings may also be called upon written request by at least one-third (1/3) of the Board members. Notice of such special meetings shall be delivered personally or by mail to each Board member at least twenty-four (24) hours before the time of such meeting.

(b) Ralph M. Brown Act.

Each meeting of the Board, including without limitation regular, adjourned regular, and special meetings shall be called, noticed, held, and conducted in accordance with the Ralph M. Brown Act, Section 54950 et seq. of the Government Code.

(c) Minutes.

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The Authority Board shall keep minutes of regular, adjourned regular, and special meetings kept by the Secretary. As soon as practicable after each meeting, the Secretary shall forward to each Board member a copy of the minutes of such meeting.

(d) Quorum.

A majority of the members of the Board is a quorum for the transaction of business. A vote of the majority of a quorum at a meeting is sufficient to take action.

(e) Voting.

Each member of the Board shall have one (1) vote.

ARTICLE 9. SELECTION OF OFFICERS AND CONSULTANTS

(a) Officer Selection: Vacancies.

Except as may be otherwise provided in the Bylaws of the Authority, the Board shall elect a new President and Vice President in the last meeting of each fiscal year. The Board may appoint such other officers as it considers necessary. Each officer shall assume the duties of his office upon election or appointment. The President shall preside at and conduct all meetings of the Board. In the absence or inability of the President to act, the Vice President shall act as President. If either the President or Vice President ceases to be a member of the Board, the resulting vacancy shall be filled at the next regular meeting of the board held after the vacancy occurs or at a special meeting of the Board called to fill such vacancy.

(b) Qualification of Treasurer.

Pursuant to Government Code section 6505.5, the Treasurer shall be the treasurer of the legislative body of one of the Member Agencies of the Authority or the county treasurer in which one of the Member Agencies is situated, or, pursuant to Government Code Section 6505.6, the Board may appoint one of its officers or employees to the position of Treasurer, who shall comply with the requirements set forth for such office in the Joint Powers Law. Should the Joint Powers Law be amended to permit the selection

of the Treasurer from another class of persons, the Treasurer may be selected from such class.

ARTICLE 10. EXECUTIVE BOARD

The Board shall establish an Executive board which shall consist solely of members selected from the membership of the Board. The terms of office of the members of the Executive Board shall be provided in the Bylaws of the Authority. The Executive

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Board shall conduct the business of the Authority between meetings of the Board, exercising all those powers as provided for in section (d)(2) of Article 7, or as otherwise delegated to it by the Board.

ARTICLE 11. COMMITTEES

The Board may establish committees as it deems appropriate to conduct the business of the Authority or it may, in the Bylaws or by resolution, delegate such power to the Executive Board. Members of Committees shall be appointed by the Board or the Executive board, as the case may be. Each Committee shall have those duties as determined by the Board or the Executive board, as the case may be, or as otherwise set forth in the Bylaws. Each Committee shall meet on the call of its chairperson, and shall report to the Executive Board and the Board as directed by the Board or the Executive Board, as the case may be.

ARTICLE 12. STAFF

The Board or Executive Board shall provide for the appointment of such other staff as may be necessary for the administration of the Authority. Members of the staff or employees of the Authority shall be compensated in such manner as shall be approved by the Board as permitted by applicable law.

ARTICLE 13. FISCAL YEAR

The "fiscal year" of the Authority is the period from the first day of July of each year to and including the last day of June of the following year. The first full fiscal year for the reaffirmed Authority shall be the period of time from July 1, 1995 through June 30, 1996.

ARTICLE 14. ESTABLISHMENT AND ADMINISTRATION OF FUNDS

(a) The Authority, through its Treasurer, shall establish the following funds:

(1) A Central Loss Fund, which shall be used only for the purpose of paying the covered losses and related settlement costs (including claims adjusting and legal defense fees) for which the Authority is self-insured and of establishing a reserve to cover probable future payments for claims and suits not settled; and,

(2) An Operating Fund for the purpose of paying excess insurance premiums, brokers' fees, consultant fees, legal fees (not including claims, legal defense costs), employee salaries, claims administration fees and such other operating expenses as the Board directs.

The Authority through its Treasurer, may establish such other funds as the Board considers necessary.

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(b) All Authority funds shall be deposited in one or more of the following:

(1) The treasury of the Member Agency from which the Treasurer of the Authority is selected;

(2) A bank, or savings and loan association, selected by the Board; or,

(3) The treasury of the State of California.

The Treasurer shall invest and reinvest the funds in compliance with Government Code Section 53601 or any other provision of law governing the investment of public agency moneys, as may be enacted and become effective from time-to-time. All interest received on the Authority's invested funds shall be credited to the respective fund of the Authority from which the investment was made.

(c) The Treasurer shall authorize the drawing of warrants on funds only in accordance with procedures established by the Board. The Board may delegate the Authority to draw warrants against the Central Loss Fund to a claims committee comprised of two (2) Board members, and the management consultant or claims adjuster to draw a warrant for a claim settlement for an amount of not more than \$5,000. The Board may increase or reduce this authority by fixing a larger or lesser maximum amount. The Board may delegate the Authority to draw warrants on the Operating Fund and on such other funds as it creates.

ARTICLE 15. BUDGET

The Authority shall adopt an annual budget, in accordance with Article 7 hereof, not later than the first day of its fiscal year. For the first full fiscal year, the reaffirmed Authority shall adopt a budget not later than June 15, 1995.

ARTICLE 16. ASSESSMENT OF FEES

The Authority, through its Executive Committee, may establish such fees for costs of administration of the Authority as it deems necessary.

ARTICLE 17. ACCOUNTS, RECORDS AND AUDITS

(a) Accounts and Records.

The Treasurer shall establish and maintain the funds and accounts in accordance

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with acceptable accounting practices and shall maintain such other records as the Executive Board requires. Books and records of the Authority in the possession of the Treasurer shall be open to inspection at all reasonable times by designated representatives of the Member Agencies. Within ninety (90) days after the close of each fiscal year, the Treasurer shall give a complete written report of all financial activities for that fiscal year to each Member Agency. The Authority shall adhere to the standard of strict accountability for funds set forth in the Joint Powers Law.

(b) Audits.

The Executive Board shall contract with a certified public accountant to make an annual audit of the accounts and records of the Authority at the end of each fiscal year. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Government Code Section 26909 and shall conform to generally accepted auditing standards. When an audit is completed, the Authority shall

have a copy of the audit report filed as a public record with each Member Agency. The audit report shall be filed within six (6) months after the end of the fiscal year under examination. The Authority shall bear the costs of the audit, which costs are a charge against the operating funds of the Authority.

ARTICLE 18. RESPONSIBILITY FOR MONEYS AND PROPERTY

The Treasurer of the Authority shall have the custody of and shall disburse Authority funds as directed by the Executive Board; as provided in the Liability Risk Coverage Agreement, as provided by accounting procedures developed in accordance with this Agreement, and as nearly as possible in accordance with generally accepted accounting principles.

ARTICLE 19. MEMBER AGENCY RESPONSIBILITIES

Each Member Agency has the following responsibilities:

(a) Appoint, if applicable, its alternate to the Authority Board and remove such alternate, if necessary, as provided in Article 7 hereof;

(b) Appoint an employee to be responsible for the risk management function within the Member Agency and to serve as a liaison between the Member Agency and the Authority regarding risk management matters;

(c) Adopt a risk management statement;

(d) Adopt and implement a risk management program which can reasonably be expected to reduce, or minimize, the Member Agency's losses;

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(e) Establish and maintain an active safety committee;

(f) Cooperate fully with the Authority in determining the cause of losses and in the settlement of claims;

(g) Pay its premiums, and administrative costs and fees, and any adjustments thereto, promptly to the Authority when due. After withdrawal or termination, such agency shall pay promptly to the Authority its share of any additional premium and withdrawal penalty, when and if required of it by the Board under Article 21 or 22 of this Agreement;

(h) Cooperate with and assist the Authority and any insurer, claims adjuster or legal counsel of the Authority in all matters relating to this Agreement, the Liability Risk Coverage Agreement and covered losses, and comply with all bylaws, policies, rules and regulations adopted by the Board;

(i) Consider proposed amendments to this Agreement as set forth in Article 27 hereof; and,

(j) Provide the Authority with such other information or assistance as may be necessary for the Authority to carry out the joint protection program under this Agreement.

ARTICLE 20. CANCELLATION

The Authority shall have the right to cancel any Member Agency's membership in the Authority upon a majority vote of the Governing Board. Any Member Agency so canceled shall, on the effective date of the cancellation, be treated the same as if the Member Agency had voluntarily withdrawn from this Agreement.

ARTICLE 21. WITHDRAWAL

(a) A Member may withdraw from membership in the Authority upon advance written notice delivered to the Authority no later than twelve (12) months prior to the end of a Coverage Period; provided that the Liability Risk Coverage Agreement or another Insurance Program Agreement may set forth additional conditions to withdrawal. A Member which no longer participates in any Insurance Program of the Authority, by reason of expulsion from an Insurance Program or otherwise, shall be deemed to have withdrawn from this Agreement and shall no longer be a party to this agreement. No withdrawal, however, shall relieve such Member from its obligations under any outstanding agreements except in accordance with such agreements.

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(b) A Member Agency which withdraws or is expelled as a party to this Agreement must pay to the Authority, upon withdrawal or expulsion, the equivalent of ten percent (10%) of its annual Participation Premium payment.

(c) A Member Agency which withdraws as a party to this Agreement shall not be reconsidered for new membership until the expiration of one year from the effective date of the Member Agency's withdrawal.

(d) The withdrawal of any Member Agency from this Agreement shall not terminate this Agreement, and no Member Agency, by withdrawing, shall be entitled to payment for, or return of, any premium, consideration, or property paid or donated by the Member Agency to the Authority, or to any distribution of assets.

(e) If a Member Agency provides less than the required period of notification of termination and/or withdrawal, or if such notice is not clear and unequivocal, that Member Agency shall remain a participant for the next Coverage Period, as defined in the Liability risk Coverage Agreement, and should be liable to the Authority for all Participation Premiums provided for its said Agreement.

ARTICLE 22. TERMINATION AND DISTRIBUTION

(a) This Agreement may be terminated before the expiration of the third Coverage Period as defined in the Liability Risk Coverage Agreement only by the written consent of all Member Agencies, and thereafter by the written consent of three-fourths (3/4) of the Member Agencies, provided, however, that this Agreement and the Authority shall continue to exist for the purpose of disposing of all claims, distribution of assets and all other functions necessary to wind up the affairs of the Authority.

(b) Upon termination of this Agreement, all assets of the Authority shall, after payment of all unpaid costs, expenses and charges incurred under this Agreement, be distributed among the parties that have been Participants of the joint protection program under the Liability Risk Coverage Agreement, including any of those parties which previously withdrew pursuant to Article 21 of this Agreement, in accordance with and proportionate to their cash (including premium) payments and property contributions, if any (at market value when received by the Authority), made during the term of this Agreement. The Board shall determine such distribution within six (6) months after the last pending claim or loss covered by the Liability Risk Coverage Agreement has finally been disposed of in accordance with that agreement.

(c) The Board is vested with all powers of the Authority for the purpose of concluding and dissolving the business affairs of the Authority. The decision of the Board under this Article shall be final.

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ARTICLE 23. NEW MEMBERS

Additional qualified agencies shall be permitted to become parties to this Agreement with the written approval of a majority of the members of the Board and upon compliance with all applicable requirements of the Joint Powers Law, this Agreement, and the Liability risk Coverage Agreement. Agencies joining the Authority under this Article shall be required to pay their share of organizational expenses as determined by the Board. The Board may also charge an entrance fee to new members which shall be distributed on a pro rata basis among the original Member Agencies of the Authority to defray their initial expenses in creating the Authority. The date of admission of a new member to the Authority shall be determined by the Board.

ARTICLE 24. LIABILITY OF MEMBER AGENCIES, BOARD MEMBERS, OFFICERS AND COMMITTEE MEMBERS

(a) The debts, liabilities and obligations of the Authority shall not be the debts, liabilities and obligations of the Members Agencies. Any Member Agency may separately contract for, or assume responsibility for, specific debts, liabilities or obligations of the Authority. Pursuant to Section 895.2 of the Government Code, the Member Agencies may be jointly and severally liable for any liability which is imposed by any law for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement. In the event that such liability arises out of a negligent or wrongful act or omission with respect to a negligent or wrongful act or omission with respect to an Insurance Program, the Member Agencies hereby provide, pursuant to Section 895.6 of the Government Code, that such liability shall be borne by the Member Agencies participating in such Insurance Program in the same proportion as administrative expenses of the Insurance Program are allocated among such participating Member Agencies at the time the liability is determined. In the event a Member Agency is held liable upon any judgment for damages caused by such an act or omission and makes payment in excess of its proportional share, as determined in the preceding sentence, such Member Agency is entitled to reimbursement from each of the Member Agencies which have not paid their proportional share.

(b) The members of the Board, officers and committee members of the Authority shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. they shall not be liable for any mistake of judgment or any other action made, taken or omitted by any agent, employee or independent contractor selected with reasonable care, nor for loss incurred through investment of Authority funds, or failure to invest. No director, officer or committee member shall be responsible for any action taken or omitted by any other director, officer or committee member. No director, officer or committee member shall be required to give a bond or other security to guarantee the faithful performance of his or her duties to this Agreement.

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ARTICLE 25. NOTICES

Notices and other communications to Member Agencies under this Agreement shall be sufficient if delivered or sent by first-class mail to the office of the Chief Administrative Officer, or Fire Chief, of the respective Member Agency. Each Member Agency shall provide the Authority with the address to which such communications are to be sent. Notices and other communications to the Authority shall be sufficient if delivered or sent by first-class mail to the office of the General Manager and to the office of the President of the Authority. The Authority shall provide each Member Agency with the address of such officers promptly after their election or appointment.

ARTICLE 26. PROHIBITION AGAINST ASSIGNMENT

No Member Agency may assign any right, claim, or interest it may have under this Agreement, and any purported assignment shall be void. No creditor, assignee or third party beneficiary of any Member Agency shall have any right, claim, or title to any part, share, interest, fund, premium or asset of the Authority.

ARTICLE 27. AMENDMENT TO AGREEMENT

This Agreement may be amended from time to time with the consent of a majority of the Member Agencies voting on the proposed amendment, so long as not less than 51% of the Member Agencies have voted, acting through their legislative bodies, and in compliance with all applicable requirements of the Joint Powers Law. Any amendment of this Agreement shall become effective upon receipt by the Authority of notice of the approval of such amendment by the legislative bodies of a majority of the Member Agencies voting on the proposed amendment, so long as not less than 51% of the Member Agencies have voted, and satisfaction of the applicable requirements of the Joint Powers Law.

ARTICLE 28. AGREEMENT COMPLETE

The foregoing constitutes the full and complete Agreement of the parties with respect to the matters set forth herein. In the event of conflict between the terms of this Agreement and the Liability Risk Coverage Agreement, the Liability Risk Coverage Agreement shall control.

Should any portion, term, condition, or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, and provisions shall not be affected thereby.

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ARTICLE 29. FILING WITH SECRETARY OF STATE

The Secretary of the Board shall file a copy of this Agreement with the Office of the California Secretary of State within thirty (30) days of its execution as required by Government Code Section 6503.5.

ARTICLE 30. AFFIRMATIVE ACTION

The Authority shall comply with the nondiscrimination and affirmative action

provisions of the laws of the United States of America and the State of California. In performing the terms and conditions of this Agreement, the Authority, and its Member Agencies, shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, age, or physical handicap.

ARTICLE 31. BYLAWS

The Board may adopt Bylaws consistent with this Agreement which shall provide for the administration and management of the Authority.

Execution Copy

LIABILITY RISK COVERAGE AGREEMENT

Dated as of February 1, 1993

among the

FIRE AGENCIES INSURANCE RISK AUTHORITY

and

THOSE PARTICIPANTS NAMED IN EXHIBIT G HERETO

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LIABILITY RISK COVERAGE AGREEMENT

THIS LIABILITY RISK COVERAGE AGREEMENT, dated as of February 1, 1993, by and among the FIRE AGENCIES INSURANCE RISK AUTHORITY, a joint exercise of powers agency duly organized and existing under the laws of the State of California, including, without limitation, Section 6500 et seq. of the Government Code of the State of California, as provider (the "Authority"), and those agencies listed in Exhibit G hereto, each duly organized and existing under the Constitution and laws of said State (each a "Participant" and collectively, the "Participants");

WITNESSETH:

WHEREAS, each Participant is authorized by Part 6 of Division 3.6 of Title 1, Section 990 et seq., of the California Government Code (the "Act") to insure itself against tort or inverse condemnation liability, to insure its employees against injury resulting from an act or omission in the scope of his employment and to insure against the costs of defending such claims;

WHEREAS, pursuant to Section 990.4 of the Act each Participant is authorized to provide insurance by self-insurance which may be funded by appropriations and to establish or maintain reserves for such purposes;

WHEREAS, pursuant to Section 990.6 of the Act, the cost to each Participant of such self-insurance is a proper charge against the Participant and therefore the governing board of each Participant is authorized to pay premiums for Coverage in an amount such governing board determines to be necessary to provide such Coverage;

WHEREAS, pursuant to Section 990.8 of the Act, each Participant is empowered to obtain Coverage through a joint powers agreement with other local public entities, and such pooling of self-insured claims and the risk sharing of losses is not considered insurance subject to regulation under the California Insurance Code;

WHEREAS, the Authority is a joint powers agency of which each Participant is a member;

WHEREAS, the Authority is authorized to exercise necessary powers to implement the purposes of the Authority as established by the Authority's Governing Board;

WHEREAS, the Authority has determined to assist each Participant to obtain self-insurance for liability risks through this Agreement;

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS AND EXHIBITS

SECTION 1.1 Definitions and Rules of Construction. Unless the context otherwise requires, the capitalized terms used herein shall, for all purposes of this Agreement, have the meanings herein specified. Unless the context otherwise indicates, words importing the singular number shall include the plural number and vice versa. The terms "hereby", "hereof", "hereto", "herein", "hereunder" and any similar terms, as used in this Agreement, refer to this Agreement as a whole.

"Actuary" means a firm with at least one employee who is both a Fellow of the Casualty Actuarial Society and a Member of the American Academy of Actuaries, which firm is appointed by the Authority with the approval of at least a majority of the Authority's Governing Board.

"Adjustment Proportion" means, with respect to the Coverage Periods ending on July 1, 1996 and each July 1, thereafter, in the event that Risk Premium Adjustments are assessable against any Participant with respect to any such Coverage Period because the Risk Premiums collected in the prior Coverage Period (prior three years in the case of the Coverage Period ending on July 1, 1996) are less than the actual cash reserves for known or unknown claims occurring in such prior year or years, the proportion used to determine Risk Premium Adjustments with respect to such Coverage Periods.

"Administrative Premium" means, with respect to each Participant, such Participant's Risk Premium Proportion of all administrative costs of the Authority relating to the Coverage, as further set forth in Section 4.4(b) hereof.

"Authority" means the Fire Agencies Insurance Risk Authority, a joint exercise of powers authority duly organized and existing under the Constitution and the laws of the State.

"Case Reserves" means amounts in the Central Loss Fund required to be designated as reserves for payment of Settlements pursuant to Section 3.6 hereof in accordance with prudent insurance practice and in accordance with the recommendations of the Liability Claims and Underwriting Committee of the Authority and the annual report of the Qualified Claims Auditor. Case Reserves will be determined by the Qualified Claims Auditor annually, on or prior to February 15 of each year. Case Reserves will be adjusted to reflect changed circumstances subsequent to the year any Claim is filed and to reflect the amount by which a Settlement exceeds reserves established for any Claim; provided, however, that there shall be no Case Reserves established for a Claim or any portion thereof within a Participant's deductible amount, or which is covered by commercial insurance or reinsurance pursuant to Section 3.5 hereof.

"Claim" means a demand against an Insured to recover for losses or damages within or alleged to be within the scope of this Agreement.

"Central Loss Fund" means the Central Loss Fund established for the payment of Settlements pursuant to Section 3.4 hereof.

"Coverage" means, with respect to the Pooled Self-Insurance Coverage Layer, the general liability, automobile liability and errors and omissions insurance provided pursuant to and in accordance with and on the terms set forth in this Agreement and the Memorandum of Coverage, attached hereto as Exhibit F, including, but not limited to, rights to payment of Settlements from funds on deposit in the Central Loss Fund under the terms of this Agreement.

"Coverage Period" means each year for which a Participant pays Participation Premium; provided, however, that the first Coverage Period shall be the period of 12:01 a.m. on July 1, 1993 through July 1, 1994 at 12:01 a.m. California time.

"Deductible Premium" means those amounts payable pursuant to Section 4.4(e) hereof.

"Excess Liability/Reinsurance Premium" means, with respect to each Participant, the amount necessary to fund the layer excess of the Pooled Self-Insurance Coverage Layer of \$250,000, unless such Pooled Self-Insurance Coverage Layer is increased or decreased, to a minimum program level of \$1,000,000 or to optional limits in excess of \$1,000,000 as established by the Executive Board.

"Governing Board" means members of the Board of Directors of the Authority; provided that only members representing Participants shall be entitled to vote on any action with respect to the pooled self-insurance program of the Participants established by this Agreement, and any references in this Agreement to a majority or specified percentage of the Governing Board shall be deemed to mean a majority or specified percentage of Participant Members of the Governing Board.

"Insured" means a Participant and any other insured described therein.

"Joint Powers Agreement" means the Joint Exercise of Powers Agreement, dated as of February 1, 1993, among the Participants creating the Authority.

"Loss Reserves" means the amounts in the Central Loss Fund required to be designated as reserves for payment of Settlements pursuant to Section 3.6 hereof. Loss Reserves shall include Case Reserves. Loss Reserves other than Case Reserves are not required to be funded by any means other than the payment of Risk Premium and are not required to be established at any time for Coverage in excess of \$250,000 per occurrence.

"Operating Fund" means that fund established by the Authority into which deposits shall be made in accordance with Section 3.01 hereof.

"Participant" means each fire protection district or comparable local agency which is a party to this Agreement, as this Agreement may be amended from time to time.

"Participation Premium" means, with respect to each Participant, Risk Premium, Administrative Premium, Deductible Premium and Excess Liability/Reinsurance Premium, payable by such Participant on or before each Premium Payment Date.

"Pooled Self-Insurance Coverage Layer" means \$250,000 of Coverage, or such other amount as shall be determined by the Authority.

"Premium Payment Date" means June 15 of each year during the term of this Agreement, provided that the first Premium Payment Date shall be July 1, 1993.

"Qualified Claims Auditor" means an individual or an organization experienced in the handling of public entity liability claims, appointed by the Authority with the approval of a majority of the members of the Authority's Governing Board, who shall be independent of any party who administers Claims on behalf of the Authority throughout each Coverage Period.

"Risk Premium" means, with respect to each Participant, an amount equal to the amount necessary to fund the Primary Coverage layer up to the self-funded pool limit of \$250,000 and to fund estimated Loss Reserves required to be established to pay Settlements of the Participants for a Coverage Period as determined according to the methodology set forth in Section 4.4(c) of this Agreement.

"Risk Premium Adjustment" means, with respect to each Participant, an amount payable by such Participant or refundable to such Participant, based on the adjustments to Case Reserves required by the report of the Qualified Claims Auditor pursuant to Section 3.6 hereof reflecting events in Coverage Periods preceding such report relating to Claims with respect to preceding Coverage Periods, as set forth in Section 4.5 of this Agreement.

"Risk Premium Proportion" means, with respect to any Participant and with respect to any Coverage Period, the percentage of Risk Premium required to be paid by such Participant in such Coverage Period as compared to the Total Risk Premium paid by all Participants in such Coverage Period.

"Risk Premium Rate" means the rate based on the number of firefighters and vehicles of a Participant determined as provided in Section 4.4(c) hereof and the methodologies set forth in Schedule A to this Agreement.

"Risk Sharing Pool" means a specific layer of Coverage per occurrence applicable to one or more Participants. The Authority may establish one or more pools in subsequent Coverage Periods in compliance with Section 7.3 hereof.

"Settlement" means the settlement by the Authority or a Participant of a Claim against such Participant, or the adjudication of such Claim without further right of appeal. The amount of any Settlement may include any costs or expenses deemed appropriate by the Authority in connection therewith.

"Term of the Agreement" means the time during which this Agreement is in effect, as provided in Section 4.1 of this Agreement.

"Total Premium" or "Premium" means, with respect to each Participant, the sum of the Participation Premiums Risk Premium Adjustment payable by such Participant in any Coverage Period and those amounts required to fund each Participant's deductible amount for each Coverage Period.

"Total Risk Premium" means the total amount of Risk Premium payable by all Participants in any Coverage Period determined as provided in Section 4.4(c) hereof.

"Treasurer" means the treasurer of the Authority selected in accordance with the Joint Powers Agreement.

"Undesignated Reserves" means the amount in the Central Loss Fund in excess of the total amount that has been designated as Loss Reserves pursuant to Section 3.6 hereof.

SECTION 1.2 Findings. Each Participant hereby finds and determines that the recitals to this Agreement are true and correct.

SECTION 1.3 Exhibits. The following Exhibits and Schedule are attached to, and by reference made a part of, this Agreement:

Exhibit A: Initial Participation Premium.

Exhibit B: Risk Premium Proportions and Deductibles.

Exhibit C: Underwriting and Claims Administration Standards and Liability Claims
Quality Control Guidelines.

Exhibit D: Form of Requisition.

Exhibit E: Notice Addresses.

Exhibit F: Memorandum of Coverage.

Exhibit G: List of Participants.

Schedule A: Methodology for Calculating Risk Premium and Excess Liability/Reinsurance Premium and Formula for Calculating Risk Premium and Excess Liability/Reinsurance Premium Rates.

Schedule B: Formula for Calculating Risk Premium Adjustments.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

SECTION 2.1 Representations, Covenants and Warranties of the Participants. Each Participant makes the following representations, covenants and warranties to the Authority.

(a) Due Organization and Existence. Such Participant is a local agency of the county in which it is located, duly organized and existing under the Constitution and laws of the State.

(b) Authorization; Enforceability. The Constitution and the laws of the State authorize such Participant to enter into this Agreement and to enter into the transactions contemplated by and to carry out its obligations under all of the aforesaid agreements, and the Participant has duly authorized and executed all of the aforesaid agreements. This Agreement constitutes the legal, valid, binding and enforceable obligation of such Participant in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally and except as to the limitations on remedies against public agencies generally.

(c) No Violations. Neither the execution and delivery of this Agreement by such Participant, nor the fulfillment of or compliance with the terms and conditions hereof by such Participant, nor the consummation of the transactions contemplated hereby by such Participant, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which such Participant is now a party or by which such Participant is bound or constitutes a default under any of the foregoing.

(d) Compliance with Claims Administration Standards. Such Participant hereby expressly covenants to comply with the Underwriting and Claims Administration Standards and the Liability Claims Quality Control Guidelines set forth in Exhibit C hereto.

(e) Accuracy of All Records. Such Participant hereby expressly covenants that all information supplied to the Authority relating to the Coverage provided by this Agreement are true and accurate.

SECTION 2.2 Representations, Covenants and Warranties of the Authority. The Authority represents, covenants and warrants to each Participant as follows.

(a) Recitals Correct. The recitals to this Agreement are true and correct.

(b) Due Organization and Existence; Enforceability. The Authority is a joint exercise of powers authority duly organized, existing and in good standing under and by virtue of the laws of the State, authorized under the Constitution and laws of the State to enter into this Agreement; is possessed of full power to provide self-insurance to consenting public entities; and has duly authorized the execution and delivery of all of the aforesaid agreements. This Agreement constitutes the legal, valid, binding and enforceable obligations of the Authority in accordance with their respective terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally.

(c) Equitable Exercise of Responsibilities. The Authority will exercise all rights and responsibilities hereunder reasonably and equitably for the benefit of all Participants without preference or discrimination among Participants.

(d) No Violations. Neither the execution and delivery of this Agreement nor the fulfillment of or compliance with the terms and conditions hereof nor the consummation of the transactions contemplated hereby, conflicts with or results in a breach of the terms, conditions or provisions of the Bylaws of the Authority or any restriction or any agreement or instrument to which the Authority is now a party or by which the Authority is bound, or constitutes a default under any of the foregoing.

(f) Structuring Settlements. The Authority hereby covenants, to the extent that it has control over any negotiation or structuring of a Settlement, not to effect Settlement payment dates of earlier than the date the Central Loss Fund has been or will be fully funded to cover Loss Reserves established for the payment of such Claim.

ARTICLE III

PAYMENT OF PREMIUMS; COVERAGE; PAYMENT OF SETTLEMENTS; PURCHASE OF COMMERCIAL INSURANCE

SECTION 3.1 Payment of Premiums. On or before each Premium Payment Date, each Participant shall pay to the Authority its Participation Premium. The Authority agrees to direct the Treasurer to deposit the premiums received into the Central Loss Fund; and the Operating Fund as shall be necessary to satisfy the terms of this Agreement. All moneys held hereunder shall be invested in accordance with the terms of the Joint Powers Agreement.

SECTION 3.2 Coverage. The Authority hereby provides the Coverage to each Participant, and each Participant hereby agrees to accept the Coverage, upon the terms and conditions set forth in this Agreement.

SECTION 3.3 Payment of Administrative Costs. Payment of administrative costs shall be made from the moneys deposited with the Treasurer in the Operating Fund established in accordance with the terms of the Joint Powers Agreement and shall be disbursed in accordance and upon compliance therewith.

SECTION 3.4 Payment of Settlements. The Authority shall establish a Central Loss Fund for the payment of Settlements. Settlements shall be paid upon submission to the Treasurer of properly completed Requisitions executed by the Authority requesting such payment in substantially the form attached as Exhibit D to this Agreement from moneys in the Central Loss Fund held by the Treasurer. Such Requisitions will be submitted by the Authority to the Treasurer in the chronological order that the Authority receives written notice of Settlements. Requisitions shall be paid by the Treasurer in the sequential order received.

Payment of Settlements shall be made solely from any moneys in the Central Loss Fund, including Loss Reserves and Undesignated Reserves as provided in Section 3.6 hereof. The Authority shall not enter into a settlement agreement with respect to a Claim unless the amount of the Settlement is available in the Central Loss Fund. If at any time sufficient moneys are not on deposit in the Central Loss Fund to pay in full any Settlement upon submission to the Treasurer of a properly completed Requisition as described herein, such Requisition for Settlement payment shall be paid in part to the extent of available moneys in the Central Loss Fund and the Treasurer shall promptly upon the occurrence of an event of abatement as described in Article VI give notice of such insufficiency to the Authority, who shall in turn give prompt notice to all Participants, that such an event of shall have occurred.

SECTION 3.5 Purchase of Commercial Insurance or Reinsurance. The Authority may provide a portion of Coverage to the Participants by purchase of liability insurance from a commercial insurer or reinsurer in accordance with Section 4.4(d) hereof. The Authority shall continue to be obligated to pay Settlements which are covered by such commercial excess insurance or reinsurance, purchased for coverage within the mandatory limits provided by the Authority, from moneys in the Central Loss Fund even in the event such commercial excess insurance or reinsurance, purchased for coverage within the mandatory limits provided by the Authority, fails to pay such Settlement or is insufficient for such Settlement; provided that the Authority shall have no obligation to pay Settlements which are covered by excess insurance purchased by the Authority for a Participant on an optional basis in excess of the mandatory limits provided by the Authority. In an event of dispute between the Authority or any Participant and any commercial excess insurer or reinsurer as to payment of any Settlement, the failure in good faith to pay such Settlement shall not result in abatement of any Participant's obligation to make any Premium payments.

In a Coverage Period for which the Authority has purchased the mandatory level of commercial insurance or reinsurance on behalf of each Participant, each such Participant shall be obligated to pay, as Excess Liability/Reinsurance Premium, its Risk Premium Proportion of the costs of such insurance, in addition to Administrative Premium, Risk Premium and Risk Premium Adjustments. The cost for optional commercial insurance or reinsurance in excess of the mandatory level required by the Authority shall be determined on the basis of commercial insurance pricing for the amount purchased on behalf of each Participant and shall be included in each such Participant's Excess Liability/Reinsurance Premium. The Authority shall use its best efforts to obtain group discounts on the purchase of such insurance. In subsequent Coverage Periods, no Participant shall have any obligation to pay and no right to receive Risk Premium Adjustments with respect to any Coverage for which the Authority has purchased commercial excess insurance or reinsurance on behalf of such Participant, except such obligations or rights which may arise under such commercial excess insurance or reinsurance; provided, however, that, if such coverage is within the mandatory limits provided by the Authority, in the event that a commercial insurer providing excess insurance or reinsurance fails to pay a Settlement within the scope of such excess insurance or reinsurance coverage, the Participants shall be obligated to pay Risk Premium Adjustments with respect to such excess insurance or reinsurance coverage.

SECTION 3.6 Case Reserves and Loss Reserves. On or prior to January 1 of each year, commencing January 1, 1994, the Authority shall retain a Qualified Claims Auditor for the purpose of submitting an annual report on or prior to such date to the Authority setting forth (a) the amount of Case Reserves necessary to be established with respect to each Claim arising during the preceding full Coverage Period and a breakdown of the amount of Case Reserves applicable to each Risk Sharing Pool, and (b) any adjustments (whether upward or downward) necessary to be made in the amount of each Case Reserve previously established pursuant to this Section. In determining the amount of Case Reserves necessary to be established or adjusted as described above, the Qualified Claims Auditor shall consider such facts and circumstances occurring during the period covered by such report as it, in its independent judgment, deems necessary in accordance with prudent insurance practice. Notwithstanding the foregoing, the Qualified Claims Auditor shall take into account Settlements of Claims in accordance with the criteria set forth in this Section.

The Authority shall direct the Treasurer to establish or adjust Loss Reserves in the Central Loss Fund. Loss Reserves shall be initially established for each Coverage Period at the time Participation Premium is due with respect to such Coverage Period in accordance with the report prepared by an Actuary on or before April 1 of each year. Adjustments in subsequent Coverage Periods to Loss Reserves previously established shall be based only upon establishment of and adjustments to Case Reserves in accordance with the report of the Qualified Claims Auditor described above. Such report of the Qualified Claims Auditor shall be in a form such that Risk Premium Adjustments can be determined for each Participant, Coverage Period and Risk Sharing Pool. The Authority may direct the Treasurer to establish Loss Reserves in excess of those designated in the reports of the Actuary and Qualified Claims Auditor if the Authority determines with the Qualified Claims Auditor the existence of such facts and circumstances occurring during the period covered by such report which deem it necessary to establish excess reserves in accordance with prudent insurance practice. Such annual adjustment shall be made on the January 1 following receipt of the annual report of the Qualified Claims Auditor, commencing January 1, 1995. The parties acknowledge that under certain circumstances it will be necessary to establish Case Reserves in excess of the amounts then on deposit in the Central Loss Fund. In such event, such Case Reserves will nevertheless be established as provided in this Section and funded, through the payment of Risk Premium Adjustments, as provided in Section 4.5 hereof.

Upon the Settlement of any Claim and the payment thereof from amounts on deposit in the Central Loss Fund such amounts shall be deemed reduced in the following order of priority: first, from Case Reserves established to pay such Claim; second, from Loss Reserves other than Case Reserves; third, from Undesignated Reserves; and fourth, from designated Case Reserves established to pay Settlements of other Claims (pro rata among such other Case Reserves on the basis of the respective amounts of such Case Reserves).

Investment earnings retained in the Central Loss Fund shall be credited first to replenish designated Loss Reserves which have previously been reduced to pay Settlements of other Claims, and then to Undesignated Reserves. Amounts designated as Loss Reserves shall not be increased except as provided in this Section.

SECTION 3.7 Payment of Deductibles. The Authority shall establish a Deductible Loss Payment Fund into which the Authority shall deposit the Participants prepayments of their respective deductibles. To the extent that claims are paid by the Authority relating to a particular Participant, the Authority shall rebate the appropriate portion of the prepaid deductible to each such Participant.

ARTICLE IV

TERM OF AGREEMENT; PREMIUM

SECTION 4.1 Term of Agreement; Termination of a Participant's Obligations to Pay Participation Premium. The Term of this Agreement shall commence on July 1, 1993 and shall, subject to the following paragraph, end on July 1, 1995, unless extended beyond or terminated prior thereto in accordance with the following paragraph.

The availability of Coverage with respect to Claims in subsequent Coverage Periods provided by this Agreement shall terminate upon the expiration of this Agreement, unless the parties agree to extend the Term beyond such date or to terminate this Agreement prior to such date. In the event the parties agree to extend the term of Coverage, the provisions of this Agreement relating to Coverage after such date may be amended in any mutually agreeable fashion without notice to or consent of any parties other than the parties to this Agreement at that time.

Upon the expiration or termination of this Agreement, the Authority shall distribute any remaining funds as provided in Section 4.7 hereof. The obligations of all Participants to pay Risk Premium Adjustments and the rights to receive Risk Premium Adjustment refunds with respect to Claims within the scope of Coverage prior to expiration or termination of this Agreement shall continue until all liability with respect to such Claims has been finally determined.

The obligation of any Participant to pay Participation Premium and, except as provided below, Risk Premium Adjustments under this Agreement will terminate upon the earliest of any of the following events:

- (a) upon termination of this Agreement by the payment by such Participant of all of its Administrative Premium, all of its Risk Premium and all of its Excess Liability/ Reinsurance Premium required to be paid by such Participant pursuant to Section 4.4 hereof;
- (b) withdrawal of such Participant from Coverage pursuant to Section 5.2 hereof; and
- (c) expulsion of such Participant from Coverage pursuant to Section 5.3 hereof; provided, however, that none of the foregoing shall extinguish (i) the obligations of such Participant to pay Risk Premium Adjustments assessed with respect to Coverage Periods of such Participant prior to such payment, withdrawal or expulsion or (ii) the right to receive the benefits of such Coverage with respect to

Coverage Periods of such Participant prior to such payment, withdrawal or expulsion, except as otherwise provided in this Agreement; and provided further that no Participant shall withdraw from this Agreement during the first three years of the term of this Agreement.

SECTION 4.2 Budget and Appropriation of Premium Payments. The Authority covenants to calculate and mail notice, no later than April 15 of each year, to each Participant of the amount of Total Premium to be payable by such Participant on the following Premium Payment Date during the Term of this Agreement. Each Participant covenants to take such action as may be necessary to ensure that its legislative body include Total Premium payments payable hereunder in its annual budget and to make the necessary annual appropriations for all such Total Premium payments. During the Term of this Agreement, each Participant will furnish to the Authority and the Treasurer prompt written evidence of such budget or appropriation (which may be evidence of payment of such amounts) in each such Coverage Period no later than 30 days after filing or adoption. The covenants on the part of each Participant herein contained shall be deemed to be and shall be construed to be duties imposed by law and it shall be the duty of each and every public official of each Participant to take such action and do such things as are required by law in the performance of the official duty of such officials to enable each Participant to carry out and perform the covenants and agreements in this Agreement agreed to be carried out and performed by such Participant.

SECTION 4.3 Obligation to Pay Premiums.

(a) No Withholding. Notwithstanding any dispute between the Authority and a Participant, including a dispute as to the scope or nature of Coverage provided by the Authority or the availability of amounts in the Central Loss Fund to pay Claims made against any Participant, or for any other reason (other than the termination of the obligation to pay Participation Premium pursuant to Section 4.1 hereof) each Participant shall make all Premium payments when due and shall not withhold any Premium payments pending the final resolution of such dispute.

(b) Rate on Overdue Payments. In the event a Participant fails to make any of the payments required in this Article, the payment in default shall continue as an obligation of the Participant until the amount in default shall have been fully paid, and in addition to any remedies available with respect to such default, the Participant agrees to pay the same with interest thereon, at twelve percent (12%) per annum, but not to exceed the highest rate permitted by law, from the date such amount was originally payable.

SECTION 4.4 Participation Premium.

(a) Date and Amount Due; Components. The Participation Premium payments due in any Coverage Period shall be made in consideration for Coverage for such Coverage Period. The entire amount of Participation Premium is due on the Premium Payment Date and shall be

payable in the respective amounts listed in Exhibit A hereto. Participation Premiums shall consist of Administrative Premium, Risk Premium, Deductible Premium and Excess Liability/Reinsurance Premium, as described below. Participation Premium shall be determined by the Actuary and fixed for the first three Coverage Periods. Premium for the Coverage Period commencing July 1, 1995 shall be superceded by subsequent actuarial reports and at such time fixed for the next succeeding three Coverage Periods.

(b) Administrative Premium. Each Participant shall pay to the Authority as Administrative Premium such amounts as shall be required for the payment of the Participant's Risk Premium Proportion of all administrative costs of the Authority relating to the Coverage, including without limitation all expenses, taxes or fees of any sort whatsoever payable by the Authority as a result of its undertaking of the transactions contemplated herein, program management services and office expenses, fees of any Actuary, Qualified Claims Auditor, claims adjusting services, auditors, accountants, insurance brokers, attorneys, insurance consultants, and all other necessary administrative costs of the Authority or charges required to be paid by it in order to administer the self-insurance program described in this Agreement or to defend the Authority and its members against any actions or suits or sums in connection herewith.

(c) Risk Premium. Risk Premium shall be calculated in the following manner. With respect to the Coverage Period commencing on July 1, 1993, the Authority shall retain an Actuary to determine and prepare a report to be delivered to the Authority by the April 1, 1993 preceding the beginning of the first Coverage Period. Such report shall set forth the rates ("Risk Premium Rates") per firefighter and vehicle required to fund the expected losses and allocated loss adjustment expense for the layer of Coverage from each Participant's chosen deductible amount (\$1,000, \$2,500, \$5,000, \$10,000 or \$25,000) to \$250,000 per occurrence for each of the next three Coverage Periods. Thereafter, the Risk Premium Rates shall be calculated annually for the next succeeding Coverage Period, and the Actuary shall prepare and deliver its report by the April 1st preceding the beginning of such Coverage Period in accordance with the procedures set forth herein. Such Risk Premium Rates shall be determined by the Governing Board, based upon the recommendation of the Actuary, at a confidence level at least equal to expected losses. Funding for expected losses above \$250,000 will not be included in the Risk Premiums but will be funded by Risk Premium Adjustments as Case Reserves are established for Claims. The Actuary shall utilize the general methodologies set forth in Schedule A to calculate Risk Premium Rates, using such Actuary's best professional judgment, and shall certify that such methodologies were used. The methodologies set forth in Schedule A for calculating Risk Premium may be amended other than within the parameters stated therein only with the approval of a majority of the Governing Board. The Authority shall be obligated to assess the Total Risk Premium.

Notwithstanding the foregoing, neither the Risk Premium Rates determined for the first three Coverage Periods with respect to a given deductible amount nor the level of deductible selected by each Participant may be changed during the first three Coverage Periods.

Commencing with the Coverage Period commencing on July 1, 1995, the determination of Total Risk Premium, Risk Premium Rate and Risk Premium payable for each Coverage Period by each Participant shall be made no later than the April 15 preceding such Coverage Period, commencing July 1, 1995.

Absent computational error, the calculation of such Risk Premium shall be final and conclusive of the amounts due and owing under this subsection.

(d) Excess Liability/Reinsurance Premium.

Excess Liability/Reinsurance Premium will be assessed against all Participants based upon each Participant's Risk Premium Proportion of the cost of commercial insurance or reinsurance purchased by the Authority on behalf of each Participant for the mandatory program level of excess coverage above the self-funded pool limit of \$250,000 (initially, \$1,000,000). The cost for optional commercial insurance or reinsurance in excess of the mandatory program level required by the Authority shall be determined on the basis of commercial insurance pricing for the amount purchased on behalf of each Participant and shall be included in each such Participant's Excess Liability/Reinsurance Premium.

(e) Deductible Premium. Each Participant shall pay a Deductible Premium from each Coverage Period equal to the amount of such Participant's deductible from the Pooled Self-Insurance Coverage Layer. Such Deductible Premium shall be rebated to each participant in the event claims in excess of such deductible are filed with the Authority applied towards the payment of the Deductible Premium for the next Coverage Period in the event such amounts have not been rebated.

SECTION 4.5 Risk Premium Adjustments.

(a) Consideration. Risk Premium Adjustments due in any Coverage Period shall be made in consideration for continuation of Coverage for prior Coverage Periods and for continued eligibility to purchase Coverage for the current Coverage Period.

(b) Time and Manner of Determination. On or prior to January 1 of each year, commencing January 1, 1997, upon receipt of the annual report of the Qualified Claims Auditor pursuant to Section 3.6 hereof, the Authority shall determine the amount of Case Reserves for all Claims of each Participant to be established or adjusted with respect to all prior Coverage Periods as set forth in the report of the Qualified Claims Auditor. On or prior to January 1 of each year, commencing January 1, 1997, the Authority shall

determine, based upon the establishment or adjustment of such Case Reserves, the Risk Premium Adjustment for each Participant, which may be an assessment of additional Risk Premium Adjustments or a refund of Risk Premium or Risk Premium Adjustments paid in prior Coverage Periods. Risk Premium Adjustments with respect to any Coverage Period will be first determined during the subsequent Coverage Period and be payable in such succeeding Coverage Period, except that any refunds due to Participants resulting from Risk Premium Adjustment shall be made only after the first three full Coverage Periods have elapsed. Risk Premium Adjustments shall be determined in accordance with Schedule B hereto, which in general provides as follows:

(i) Risk Premium Adjustments with respect to any Coverage Period are intended to provide a matching of outstanding Case Reserves required with respect to such Coverage Period with the sum of amounts paid as Risk Premium, paid or refunded as Risk Premium Adjustments and certain investment earnings on amounts with respect to such Coverage Period;

(ii) the total Risk Premium Adjustment determined with respect to any Participant in any Coverage Period shall be equal to the sum of all Risk Premium Adjustments determined with respect to Coverage Periods in which such Participant participated in Coverage;

(iii) the Risk Premium Adjustment determined with respect to any Participant with respect to any Coverage Period shall be based upon such Participant's Risk Premium Proportion applicable for such prior Coverage Period; investment earnings on the Central Loss Fund shall be allocated according to the ratio of Risk Premium paid by such Participant in all Coverage Periods to Risk Premium paid by all Participants in all Coverage Periods;

(iv) Risk Premium Adjustment refunds in any Coverage Period must be approved by the Authority's claims administrator, will be proportional to the amount contributed but will not in the aggregate exceed 50 percent of the Risk Premium paid and Risk Premium Adjustment assessments scheduled to be paid in such Coverage Period; however, after all known claims in a Coverage Period are closed, all remaining Surplus may be refunded. For such purpose the Risk Premium of a Participant which has withdrawn pursuant to Section 5.2 hereof or has been expelled pursuant to Section 5.3 hereof shall be deemed to be the Risk Premium last paid by such Participant; and

(vi) Risk Premium Adjustment refunds with respect to any Coverage Period shall not be made until after three entire Coverage Periods have elapsed since the beginning of such Coverage Period.

Any conflict between this description and Schedule B hereto shall be resolved by following the formula set forth in Schedule B.

(c) Time of Payment. The Authority shall give prompt written notice to each Participant of the determination of Risk Premium Adjustments. Risk Premium Adjustments shall be paid or refunded no later than the February 1 next following their date of determination and shall be refunded as described in subsection (b) above. Risk Premium Adjustments shall be deposited with, or requisitioned by, the Authority and the Authority agrees to deposit such amounts into or pay them from the Central Loss Fund, as the case may be. Each Participant shall have the amount of any Risk Premium Adjustment credited to its Participation Premium for the Coverage Period being adjusted, and subsequent Risk Premium Adjustments shall be based on such Participation Premiums.

(d) Appeal of Premium Amounts. The Governing Board of the Authority may establish an appeal process for the challenge of any premiums imposed under this Agreement, but such appeal may be based solely on financial hardship of the Participant.

(e) Obligations After Withdrawal or Expulsion. In the event of expulsion or withdrawal of a Participant from Coverage, the obligation to pay Risk Premium Adjustments of such Participant with respect to Coverage Periods prior to expulsion or withdrawal shall not be discharged.

SECTION 4.6 Credits for Withheld Refunds. Amounts that would be paid to Participants as Risk Premium Adjustment refunds, but for the limitation on such refunds to no more than fifty percent (50%) of the Risk Premium and Risk Premium Adjustment paid in a Coverage Period, may be credited against the amounts to become due in the succeeding Coverage Period as Risk Premium Adjustment and Risk Premium, in that order, until fully allocated. No such credit may be made against Administrative Premium or Excess Liability/Reinsurance Premium.

SECTION 4.7 Distribution Upon Termination of Agreement. Upon termination of all obligations to pay Risk Premium Adjustment and termination of this Agreement, the Authority will distribute all Risk Premium Adjustment refunds to the Participants.

ARTICLE V

ADMISSION TO, WITHDRAWAL FROM AND EXPULSION FROM THE POOLED SELF-INSURANCE PROGRAM

SECTION 5.1 Conditions to Providing Coverage to a New Participant. Commencing July 1, 1993, the Authority may provide Coverage to a new Participant which is not currently a Participant under this Agreement, subject to the following conditions:

(a) such new Participant shall be a public agency in the State authorized to provide fire protection services for its district, and a member of the Authority;

(b) not later than the February 1 next preceding the first Coverage Period for which the Authority provides Coverage to such Participant, such new Participant shall have submitted a completed application for admission to the Authority;

(c) not later than the April 15 next preceding the first Coverage Period for which the Authority provides Coverage to such Participant, such new Participant shall have duly approved an amendment to this Agreement pursuant to which it shall become subject to all of the terms of this Agreement as a Participant;

(d) not later than the June 1 next preceding the first Coverage Period for which the Authority provides Coverage to such Participant, the Authority's Governing Board shall have approved admission of such Participant;

(e) the Authority's Governing Board by at least a majority vote shall have consented to the amendment to this Agreement permitting such new Participant to become a Participant;

(f) the Authority shall have received a certificate from an Actuary that such admission of such new Participant will not adversely affect the actuarial soundness of the pooled self-insurance program;

(g) the Authority shall have received an opinion of the insurance consultant-broker of record to the Authority and the underwriting committee of the Authority to the effect that providing Coverage to such new Participant will not constitute a hazardous or unacceptable loss exposure to the Authority; and

(h) Coverage of such new Participant shall be effective on the first day of the Coverage Period next succeeding the date of execution of the amendment referred to in paragraph (c) above.

Any new Participant will be obligated to pay a mutually agreeable portion of the total Administrative Premium, Risk Premium and Excess Liability/Reinsurance Premium payable on each Premium Payment Date and will be assessed Risk Premium Adjustments as provided in this Agreement, as amended. Any such new Participant may be assessed an annual surcharge or fee or be required to make a deposit into the Central Loss Fund by the Authority to participate in the self-insurance program.

SECTION 5.2 Conditions to Permitting Withdrawal of a Participant from Coverage. Commencing July 1, 1996, which date is three years after commencement of first Coverage Period, the Authority shall permit a Participant to withdraw from Coverage under this Agreement, provided that the following are satisfied:

(a) such Participant shall not be in default of any of its obligations to pay Participation Premium and Risk Premium Adjustment hereunder;

(b) not later than 12 months prior to the end of a coverage period, such Participant wishing to withdraw shall have provided written notice to the Authority of Its intent to withdraw;

(c) such Participant shall have paid the full amount of Risk Premium Adjustment scheduled to be paid by such Participant and all fees and expenses incurred by the Authority as a result of complying with the procedures for withdrawal required herein to the Authority; and

(d) such withdrawal from Coverage shall be effective on the first day of a Coverage Period.

In no event shall withdrawal from Coverage release a Participant from its obligation to pay damages resulting from default under the terms of this Agreement or from its obligation to pay Risk Premium Adjustments with respect to Claims within the scope of Coverage prior to such withdrawal.

The Authority shall continue to pay Settlements of Claims relating to the withdrawn Participant within the scope of Coverage prior to withdrawal as provided herein, unless the Participant defaults in the payment of its continuing obligations described in the preceding sentence. Notice to withdraw shall be revocable by the Participant only with the consent of the Authority.

SECTION 5.3 Conditions to Permitting Expulsion of a Participant from Coverage. The Authority may expel a Participant from Coverage subject to the following conditions:

(a) such Participant shall be in default under this Agreement;

(b) not later than sixty (60) days next preceding the effective date of such expulsion, the Governing Board, by at least a majority vote, shall have approved such expulsion and written notice of such action shall have been given to the Participant to be expelled; and

(c) such expulsion shall be effective sixty (60) days after written notice shall have been given to the Participant to be expelled; provided, however, that only ten (10) days' written notice need be given to any Participant in payment default.

In no event shall expulsion from Coverage release a Participant of its obligation to pay damages resulting from default under the terms of this Agreement or from its obligation to pay Risk Premium Adjustments with respect to Claims within the scope of Coverage prior to such expulsion.

ARTICLE VI

INDEMNIFICATION AND RELEASE OF AUTHORITY AND PARTICIPANTS; DISCLAIMER

SECTION 6.1 Release and Indemnification Covenants. Each Participant shall and hereby agrees to indemnify and save the Authority and all other Participants and their respective officers harmless from and against all claims, losses and damages, including legal fees and expenses, arising out of (i) such Participant's breach or default in the performance of any of its obligations under this Agreement or (ii) such Participant's act or negligence or that of any of its agents, contractors, servants, employees or licensees with respect to the Coverage, but not including Claims. No indemnification is made under this Section or elsewhere in this Agreement for claims, losses or damages, including legal fees and expenses to the extent arising out of the willful misconduct, negligence, or breach of duty under this Agreement by the Authority or any other Participant, or their respective officers, agents, employees, successors or assigns. The provisions of this Section 6.1 shall survive expiration or termination of this Agreement.

SECTION 6.2 Disclaimer. THE AUTHORITY MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE ADEQUACY OF THE COVERAGE FOR THE NEEDS OF THE PARTICIPANTS.

ARTICLE VII

ASSIGNMENT AND AMENDMENT

SECTION 7.1 Assignment by the Authority. Except as provided herein, the Authority will not assign this Agreement, its right to receive payments from any Participant, or its duties and obligations hereunder to any person, firm or corporation so as to impair or violate the representations, covenants and warranties contained in Section 2.2; provided, however, that nothing in this Section shall limit the right of the Authority to purchase commercial insurance or reinsurance on behalf of the Participants pursuant to Section 3.5 hereof.

SECTION 7.2 No Assignment by the Participants. This Agreement may not be assigned by any Participant, and any purported assignment shall be void.

SECTION 7.3 Amendment. This Agreement, including the Exhibits and Schedules hereto, may be amended with the consent of a majority of the Participants and a majority of the Governing Board in connection with any provision of this Agreement or any change required or permitted to be made pursuant to Article V hereof upon the admission, withdrawal or expulsion of a Participant, except as otherwise provided in Article V; and further provided that no such amendment shall reduce the level for the establishment of Total Risk Premium or Risk Premium Adjustments to less than that initially set forth herein for the first three years of Coverage.

All amendments hereto other than amendments authorized by all of the Participants shall be effective only as of the beginning of a Coverage Period, and any such amendment shall be further conditioned on the giving of notice by the Authority of such proposed amendment to all non-consenting Participants not later than 90 days preceding the effective date of such amendment. All costs and expenses incurred in connection with any amendment to this Agreement shall be borne pro rata by the Participants.

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES

SECTION 8.1 Events of Default. The following shall be "events of default" under this Agreement and the terms "events of default" and "default" shall mean, whenever they are used in this Agreement with respect to a Participant, any one or more of the following events:

- (i) failure by such Participant to pay Participation Premium on or before the Premium Payment Date or Risk Premium Adjustment by the date such payment is due, except with respect to the Participation Premium due on July 1, 1993 which shall not be deemed delinquent until August 1, 1993;
- (ii) failure by such Participant to observe and perform any covenant, condition or agreement on its part to be observed or performed herein or otherwise with respect hereto, other than as referred to in clause (i) of this Section, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to such Participant by the Authority; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Authority shall not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Participant within the applicable period and diligently pursued until the default is corrected; or
- (iii) the filing by such Participant of a case in bankruptcy, or the subjection of any right or interest of such Participant under this Agreement to any execution, garnishment or attachment, or adjudication of such Participant as a bankrupt, or assignment by such Participant for the benefit of creditors, or the entry by such Participant into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Participant in any proceedings instituted under the provisions of the federal bankruptcy code, as amended, or under any similar act which may hereafter be enacted.

Notwithstanding the foregoing, failure by a Participant to comply with the Underwriting and Claims Administration Standards (including the Liability Claims Quality Control Guidelines) referred to in Exhibit C shall be an event of default only after following the procedures described therein.

SECTION 8.2 Remedies on Default. Whenever any event of default referred to in Section 9.1 hereof shall have happened and be continuing, it shall be lawful for the Authority to exercise any and all remedies available pursuant to law or granted pursuant to this Agreement. Upon the occurrence of any event of default with respect to the obligation to pay Premiums, the Authority may and, upon an Event of Default described in Section 8.1(i), shall either (i) impose a penalty fee equal to 25% of the defaulting Participant's Risk Premium, due and payable immediately upon billing or (ii) cancel all Coverage rights of the defaulting Participant for the portion of the then-current Coverage Period commencing with the event of default and ending with its cure. Despite the cancellation of Coverage of a defaulting Participant for a given Coverage Period, the Participant nonetheless agrees to pay to the Authority all costs, losses and damages howsoever arising or occurring as a result of such default and cancellation. No such cancellation shall be or become effective by operation of law or otherwise, unless and until the Authority shall have given at least sixty (60) days, or in the case of an Event of Default described in Section 8.1(i), at least ten (10) days' written notice of such cancellation to the Participant; no such cancellation shall be effected by operation of law or acts of the parties hereto, except in the manner herein expressly provided; and no such cancellation shall terminate the obligation of the cancelled Participant to pay Risk Premium Adjustments relating to Coverage Periods prior to such cancellation or to pay Participation Premium for subsequent Coverage Periods for which Coverage is made available to such defaulting Participant.

Upon an Event of Default described in Section 8.1(ii), the Authority may elect to impose a penalty fee equal to 25% of the defaulting Participant's Risk Premium in lieu of expelling the Participant pursuant to Section 5.3 hereof.

In the event that the Authority elects to expel any defaulting Participant, subject to the conditions described and in the manner provided in Section 5.3 hereof, the Participant nevertheless agrees to pay to the Authority all costs, losses or damages howsoever arising or occurring as a result of such default. No such expulsion shall be or become effective by operation of law or otherwise, unless and until the Authority shall have given at least sixty (60) days' written notice, or in the case of an Event of Default described in Section 9.1(i), at least ten (10) days' written notice of such expulsion to the Participant; no such expulsion shall be effected either by operation of law or acts of the parties hereto, except only in the manner herein expressly provided; and no such expulsion shall terminate the obligation of the expelled Participant to pay Risk Premium Adjustment relating to Coverage Periods prior to such expulsion.

SECTION 8.3 No Remedy Exclusive. No remedy conferred herein upon or reserved to the Authority is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article or by law.

SECTION 8.4 Agreement to Pay Attorneys' Fees and Expenses. In the event any party to this Agreement should default under any of the provisions hereof and the nondefaulting parties should employ attorneys or incur other expenses for the collection of moneys or the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party contained herein, the defaulting party agrees that it will on demand therefore pay to the nondefaulting parties the reasonable fees of such attorneys and such other expenses so incurred by the nondefaulting parties awarded to the nondefaulting parties by a court of competent jurisdiction.

SECTION 8.5 No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by the other parties, such waiver shall be limited to the particular breach so waived and shall not be a waiver of any other breach hereunder.

ARTICLE IX

MISCELLANEOUS

SECTION 9.1 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed to have been received five business days after deposit in the United States mail in certified form, postage prepaid, to the Participants or the Authority at the addresses set forth in Exhibit E hereto. The Authority and the Participants, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

SECTION 9.2 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Authority and the Participants and their respective authorized successors and assigns, if any.

SECTION 9.3 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 9.4 Further Assurances and Corrective Instruments. The Authority and the Participants agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Coverage hereby provided or intended so to be or for carrying out the expressed intention of this Agreement.

SECTION 9.5 Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

EXHIBIT A

INITIAL PARTICIPATION PREMIUM

	Risk Premium	Premium	Excess Adminis- trative Premium	Liability/ Reinsurance Total
TOTALS	\$	\$	\$	

A-1

EXHIBIT B

RISK PREMIUM PROPORTIONS AND DEDUCTIBLES

Participant

Proportion Deductible

B-1

EXHIBIT C

UNDERWRITING AND CLAIMS ADMINISTRATION STANDARDS AND
LIABILITY CLAIMS QUALITY CONTROL GUIDELINES

C-1

EXHIBIT D

FORM OF WRITTEN REQUISITION

[INSERT NAME AND ADDRESS OF TREASURER]

RE: Disbursement from the Central Loss Fund pursuant to Liability Risk Coverage Agreement, dated as of February 1, 1993, by and between the agencies listed in the attached sheet and WESTSIDE FIRE PROTECTION DISTRICT and FIRE AGENCIES INSURANCE RISK AUTHORITY, a joint exercise of powers authority organized under California law (the "Authority")

REQUISITION NO.

You are hereby instructed to pay to the undersigned Participant, or to at , \$ as a Settlement from the Central Loss Fund as provided in Section 3.4 of the Liability Risk Coverage Agreement, dated as of February 1, 1993 among the Participants named therein and the Authority (the "Coverage Agreement"). This amount has been incurred within the scope of Coverage (as defined in the Coverage Agreement), has been settled or finally adjudicated in accordance with the terms of the Coverage Agreement and the Memorandum of Coverage appended thereto and has not been the basis of any previous disbursements.

Attached hereto is a certified copy of the [settlement/judgment] and itemized list of costs and expenses in connection with the Settlement.

[In the case of disbursement to pay a Risk Premium Adjustment refund, the following form shall be used: You are hereby instructed to pay to the Authority the amount of \$_____ to be paid to one or more of the Participants as a Risk Premium Adjustment refund. Such amount has been computed in accordance with Section 4.5 of the Liability Risk Coverage Agreement, dated as of February 1, 1993 among the Participants named therein and the Authority and is properly payable at this time.]

[In the case of disbursement to pay for the purchase of commercial insurance or reinsurance, the following form shall be used: You are hereby instructed to pay _____. Attached hereto is a copy of evidence of such insurance policy. The Authority certifies that all amounts disbursed hereunder will be used in accordance with Section 3.5 of the Coverage Agreement.]

D-1

Very truly yours,

By
Participant Representative

By
Authority Representative

RECEIPT ACKNOWLEDGED:

as Treasurer

D-2

EXHIBIT E

NOTICE ADDRESSES

If to the
Authority:

If to the
Participants:

E-1

EXHIBIT F

MEMORANDUM OF COVERAGE

EXHIBIT G

LIST OF PARTICIPANTS

1. Alpine Fire Protection District
2. Alta Fire Protection District
3. American Canyon Fire Protection District
4. Anderson Fire Protection District
5. Arbuckle-College Fire Protection District
6. Arcata Fire Protection District
7. Aromas Fire Protection District
8. Bald Mountain Fire Protection District
9. Ben Lomond Fire Protection District
10. Bennett Valley Fire Protection District
11. Blue Lake Fire Protection District
12. Bodega Bay Fire Protection District
13. Bonita Sunnyside Fire Protection District
14. Borrego Springs Fire Protection District
15. Branciforte Fire Protection District
16. Cachagua Fire Protection District
17. Carlotta Community Service District
18. Carmel Highlands Fire Protection District
19. Carpinteria-Summerland Fire Protection District
20. Central Fire Protection District of Santa Cruz County
21. Central Lyon County Fire Protection District
22. Chalfant Valley Fire Protection District
23. Clements Rural Fire Protection District
24. Cloverdale Fire Protection District
25. Cordelia Fire Protection District
26. Crest Forest Fire Protection District
27. Cypress Fire Protection District
28. Eagleville Fire Protection District
29. Ebbetts Pass Fire Protection District
30. Esparto Fire Protection District
31. Fig Garden Fire Protection District
32. Five Cities Fire Authority
33. Forestville Fire Protection District
34. Fort Bidwell Fire Protection District
35. Fort Dick Fire Protection District
36. Fresno County Fire Protection District
37. Garberville Fire Protection District
38. Geyserville Fire Protection District
39. Glen Ellen Fire Protection District
40. Gold Ridge Fire Protection District
41. Gonzales Rural Fire Protection District
42. Happy Valley Fire Protection District

43. Humboldt Fire Protection District
44. Kentfield Fire Protection District
45. Kenwood Fire Protection District
46. Kneeland Fire Protection District
47. Lake Forest Fire Protection District
48. Lake Valley Fire Protection District
49. Lakeside Fire Protection District
50. Lee Vining Fire Protection District
51. Lone Pine Fire Protection District
52. Mason Valley Fire Protection District
53. Mi-Wuk Sugar Pine Fire Protection District
54. Montecito Fire Protection District
55. Montezuma Fire Protection District
56. Mountain View Fire Protection District
57. Murphys Fire Protection District
58. Murrieta Fire Protection District
59. North Central Fire Protection District
60. North Lyon County Fire Protection District
61. Northstar Community Service District
62. Oakdale Rural Fire Protection District
63. Occidental Community Service District
64. Orange County Fire Authority
65. Orange Cove Fire Protection District
66. Pajaro Valley Fire Protection District
67. Penn Valley Fire Protection District
68. Pine Valley Fire Protection District
69. Placer Hills Fire Protection District
70. Ramona Municipal Water District
71. Rancho Adobe Fire Protection District
72. Rancho Cucamonga Fire Protection District
73. Rincon Valley Fire Protection District
74. Roseland Fire Protection District
75. Ross Valley Fire Protection District
76. Sacramento River Fire Protection District
77. Salida Fire Protection District
78. Samoa Peninsula Fire Protection District
79. San Miguel Fire Protection District
80. Shasta Community Service District
81. Shasta Lake Fire Protection District
82. Smith Valley Fire Protection District
83. South Coast Fire Protection District
84. South Monterey County Fire Protection District

85. South Placer Fire Protection District
86. South Santa Clara County Fire Protection District
87. Southern Inyo Fire Protection District
88. Suisun Fire Protection District
89. Susan River Fire Protection District
90. Telegraph Ridge Fire Protection District
91. Tiburon Fire Protection District
92. Timber Cove Fire Protection District
93. Vacaville Fire Protection District
94. Valley Center Fire Protection District
95. Valley of the Moon Fire Protection District
96. West Stanislaus Fire Protection District
97. Westport Fire Protection District
98. Wheeler Crest Fire Protection District
99. White Mountain Fire Protection District
100. Woodland Avenue Fire Protection District
101. Zayante Fire Protection District

SCHEDULE A

METHODOLOGY FOR CALCULATING RISK PREMIUM AND
EXCESS LIABILITY/REINSURANCE PREMIUM AND
FORMULA FOR CALCULATING RISK PREMIUM AND
EXCESS LIABILITY/REINSURANCE PREMIUM RATES

The Actuary should consider the loss experience and exposures of the Participants as well as the experience of other California fire protection districts, other public agencies, and other risks, as appropriate. The Actuary should consider, as appropriate, the experience of the great many claims for small amounts, the less frequent claims for large amounts, and the highly infrequent claims for very large amounts.

The Actuary should estimate the frequency and average cost of claims, unless it is more appropriate to deal directly with the loss rate itself. Additional analyses should be considered when appropriate.

In particular the Actuary should use models of the loss process whenever doing so would improve the accuracy of the result in a meaningful way.

The Actuary should clearly state the assumptions regarding loss development, the trend in frequency of claims and the average cost per claim, the payout of losses, the interest rate to be earned on the Risk Premiums, and other appropriate factors that underlie the calculations.

The Actuary should consider the impact of changes in the claim environment, including, but not limited to, what the data indicates about loss cost inflation; changes in the cost of living (e.g., CPI); changes in the observed frequency of claims; changes in litigation rates; changes in court precedents; changes in the legislative environment; and changes in exposures or hazards.

The Actuary shall recommend a Total Risk Premium that meets the criteria set forth in Article IV, Section 4.4(c) of this Agreement.

SA-136

SCHEDULE B

FORMULA FOR CALCULATING RISK PREMIUM ADJUSTMENT

SB-1

SECTION 9.6 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

IN WITNESS WHEREOF, the Authority has caused this Agreement to be executed in its name by its duly authorized officers; and the Participants have caused this Agreement to be executed in their respective names by their respective duly authorized officers, as of the date first above written, and such Agreement shall be effective from such date.

FIRE AGENCIES INSURANCE RISK AUTHORITY

Date: _____ By: _____

SAN RAMON VALLEY FIRE PROTECTION DISTRICT

Date: _____ By: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers.

SAN RAMON VALLEY FIRE PROTECTION DISTRICT

Dated: _____

BY: _____

ATTEST: _____

FIRE AGENCIES INSURANCE RISK AUTHORITY

Dated: _____

BY: _____

SAN RAMON VALLEY FIRE PROTECTION DISTRICT

Administration
Phone: 925-838-6600
Fax: 925-838-6629
www.firedepartment.org

1500 Bollinger Canyon Road
San Ramon, California 94583

Fire Prevention
Phone: 925-838-6600
Fax: 925-838-6696

MEMORANDUM

Date: May 23, 2012
To: Board of Directors
From: Christina Jamison, Fire Marshal
Subject: First public hearing for the adoption of San Ramon Valley Fire Protection District Ordinance No. 27 to consider increases to the Schedule of Fees for recovery of costs of services contained within Ordinance No. 25.

Recommendations:

1. Introduce and read in title only, the attached District Ordinance No.27: and continue the matter for final adoption.
2. Schedule a public hearing on June 27, 2012 for the purpose of adopting the proposed Ordinance.
3. Authorize the District Clerk to publish notices of such public hearing pursuant to Government Code Section 6066 and provide a copy for public examination.

Background:

On December 16, 2010 the District Board of Directors approved Ordinance No. 25 which are the current Fire Prevention service fees. The fee schedule adopted within Ordinance No. 25 was based on a fee study contracted with the Matrix Consulting Group. Through this study Matrix determined the estimated total cost of Fire Prevention services provided by the District, with a comprehensive look at both fee and non-fee services.

The objective of the Fee Study was to follow a best management practice in the adoption of fees and provide the Board of Directors with a proposed fee schedule that accurately reflects the costs of services provided by the District including a methodology to achieve the desired allocation of cost recovery on a fee-by-fee basis. Ordinance No. 25 approved reducing certain fee's for renewable fire code permits, creating a tiered fee system for plan review of occupancy's and fire protection systems, increasing existing fees by 5% and identified certain fees that would be recovered at 100%. In an effort to ease the transition of a new tiered fee system, the fee for new tiers was approved at 50% of total allowed cost. In addition, a

5 percent information technology surcharge was proposed to assist with ongoing IT costs for technology replacement items that support the Fire Prevention services that are charged fees. Ordinance No. 25 became effective on March 1, 2011 and the Board recommended that no adjustment in the fee schedule would be made until July 1, 2012.

Discussion:

On January 12, 2012 the Finance Committee discussed the proposed fee adjustments for FY 2012/13. It was recommended to continue to adjust fees in a consistent manner that would achieve 100% cost recovery. Based on this direction the proposed Ordinance No. 27 maintains the fee categories identified in Ordinance No. 25 as; existing fees, new fees, and fees established at 100% and proposes the following increases;

1. Existing Fee: 10% increase, not to exceed 100 % percent cost recovery inclusive of the 2.08% CPI adjustment.
2. New Fee: 60% Cost Recovery.
3. 100% Cost Recovery: 2.08% CPI adjustment. This also includes a modification to the Paramedic Field Internship Fee based on an internal evaluation of cost.
4. The Ambulance Transport Fee is proposed to be increased by 2.08% in accordance with Board policy.

All supporting documentation will be provided for public examination prior to the public hearing in accordance with Government Code 6066 and Health and Safety Code 13916.

ORDINANCE NO. 27

AN ORDINANCE OF THE SAN RAMON VALLEY FIRE PROTECTION DISTRICT ESTABLISHING A SCHEDULE OF FEES FOR RECOVERY OF COSTS FOR SERVICES PROVIDED AND REPEALING ORDINANCE NO. 25

WHEREAS, the costs of providing fire protection and life safety services continues to increase; and,

WHEREAS, the San Ramon Valley Fire Protection District ("District") is funded by taxes levied on real property located within the geographic boundaries of the District; and,

WHEREAS, numerous services offered by the District directly benefit discreet members of the general public for which fees may properly be imposed; and,

WHEREAS, pursuant to Health and Safety Code Section §13916 (b), and Government Code Section §6066, the District has given notice of its intent to establish and impose such Fees/Charges as may be adopted by ordinance; and,

WHEREAS, Health and Safety Code Sections §13917 - §13919 provides that the schedule of fees established by such an ordinance may be authorized pursuant to such sections; and,

NOW THEREFORE BE IT RESOLVED THAT the Board of Directors ("Board") of the District declares as follows:

SECTION 1. Authorization and Purpose

This Ordinance is adopted pursuant to Health and Safety Code Section §13916 *et seq.* The purpose of the Ordinance is to recover for the District costs of providing enforcement of locally adopted life safety regulations and local enforcement of state-regulated occupancy requirements, mandated programs and other fees for services. Except as otherwise provided, the definitions of the Fire Protection District Law of 1987 (Health and Safety Code Sections §13800 *et seq.*, the "Act") are incorporated by this reference. This Ordinance shall be interpreted in a manner consistent with the Act. The fees and charges imposed by this Ordinance are for the purpose of meeting certain operating expenses, including employee wage rate and benefits, contracting for services with specialized firms or individuals, and we find the fees to be reasonably related to the actual expenses incurred by the District for the services and expenses described in the Section.

SECTION 2. Applicability

This Ordinance shall indicate each fee and the amount to be charged by the District, as permitted by Health and Safety Code Section §13916. As authorized by Health and Safety Code Section §13918, public agencies that are not covered by a mutual aid agreement shall be charged accordingly, unless the District waives the involved fees pursuant to Section 3 of this Ordinance.

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By adopting such Ordinance, the District is enacting user fees to defray costs associated with enforcement of state required occupancies, mandated programs, annual fire safety inspections, development plan review, permits for certain activities, District facility usage, patient transporting and general services functions as permitted by this Ordinance.

SECTION 3. Waiver of Fees

As permitted by Health and Safety Code Section §13919, the District Board may waive charges/fees established by this Ordinance and may delegate its authority to the Fire Chief or his/her designee as set forth if determined that charges/fees would not be in the public interest, i.e. reciprocal services provided by other public agencies, employee welfare, personal hardship.

SECTION 4. Specified Fee

Unless waived pursuant to Section 3, every public agency and/or party involved shall pay a specified fee pursuant to this Ordinance which specifies the services provided. The fees for services shall be set by the District Board and shall not exceed the reasonable amount necessary to recover the costs of providing the specified service as allowed by law.

SECTION 5. Service Charge

Unless waived pursuant to Ordinance Section 3, every public agency and/or party involved shall be responsible for a Service Charge which, for these services, shall include a Service Rate and an Equipment Rate, if applicable, pursuant to the rates established in the Ordinance Section 9 under General Fees.

The "Service Rate" shall be the fee set forth pursuant to Ordinance Section 9.

The "Equipment Rate" is the rate at which the District will require repayment for use of any District utilized property as set forth in Ordinance Section 9.

SECTION 6. No Waiver of Other Means of Cost Recovery

This Ordinance does not preclude the District from pursuing any additional means of cost recovery. Such means include, but are not limited to, actions pursuant to Health and Safety Code Section §13009 (for negligent actions which cause the use of services or facilities of the District) and actions against parties whose willful, grossly negligent, or criminal conduct causes the use of District services or facilities.

SECTION 7. Severability

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If provisions of this Ordinance are declared invalid or unenforceable by a court of competent jurisdiction, that holding shall not affect the validity or enforceability of the remaining fees or provisions and the Board declares that it would have adopted each article, section and part of this Ordinance, irrespective of the validity of any other article, section or part.

SECTION 8. Repeal of Conflicting Ordinance and Resolution

All parts of the San Ramon Valley Fire Protection District Ordinance No. 25 shall be repealed in concurrence with the effective date of this Ordinance No.27.

SECTION 9. Schedule of Fees

All plan check, construction inspections and/or fire inspections, and permits required by the California Fire Code, San Ramon Valley Fire Protection District (“District”) Ordinance, or California Office of the State Fire Marshal shall be subject to the following adopted user fees.

Fees for plan check shall be tabulated and collected upon submittal of the initial plan for review and be in accordance with Part 1.

Fees for fire inspections, as part of the District’s code enforcement program shall be in accordance with Part 2.

Fees for permits, as part of the District’s code enforcement program shall be in accordance with Part 3.

Fees for miscellaneous reports, copying, standby personnel, safety officer or other listed general services for which the District has adopted user fees shall be in accordance with Part 4.

Part 1. PLAN REVIEW AND CONSTRUCTION PERMIT FEES

Fees shall be collected upon submittal of plans for review as set forth in Table 1. Fees are based on the type of construction permit that plans are submitted for review.

Operational permits required for new systems, processes, or uses necessitating a plan review shall have the initial fire code permit issued with the plan review in accordance with Part 1, Table 1.

Table 1

REF.	TYPE OF REVIEW	FEE
	Planning and Site Development	
	Pre-application design review <i>To meet to discuss potential requirements, design criteria, hardships, proposed mitigation of requirements, etc</i>	\$117 per hour <i>First hour no charge.</i>

	Planning and site development review <i>Includes review and comments for planning applications and associated community development process requirements</i>	\$295
	Emergency response pre-plan <i>A emergency response pre-plan is required if determined necessary by the fire code official due to size, use, or special hazard exist</i>	Actual Cost to District
105.7	Plan Check and Construction Permits	
105.7.1.	Automatic fire-extinguishing systems (a) NFPA 13 & 13R wet, dry, pre-action 1. new system 2. modification to an existing system (b) clean agent, commercial cooking, wet & dry chemical, CO ₂ (c) NFPA 13D new and modifications	\$529 first 20 heads + \$75 each addtl 20 heads \$324 first 20 heads + \$75 each addtl 20 heads \$325 \$352
105.7.2	Battery systems	\$352
105.7.3	Compressed gases. (a) storage, use, or handling (b) medical gas systems (c) refrigeration systems	\$352 \$352 \$352
105.7.4	Cryogenic fluids	\$352
105.7.5	Fire alarm and detection systems and related equipment (a) fire alarm system 1. new system 2. modification to an existing system (b) fire sprinkler monitoring system (c) smoke control system (d) smoke and heat vent systems	\$586 first 20 devices + \$126 each addtl 20 devices \$352 first 20 devices + \$126 each add 20 devices \$235 \$352 \$352

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105.7.6	Fire pumps and related equipment (a) new installation (b) modifications or repairs to	\$771 \$410
105.7.7	Flammable and combustible liquids (a) aboveground and underground storage tanks, including equipment (b) underground tank removal (c) vapor recovery	\$352 \$352 \$352
105.7.8	Hazardous materials	\$352
105.7.9	Industrial ovens	\$352
105.7.10	LP-gas (a) new installation (b) modifications or repairs to	\$324 \$277
105.7.11	Private fire hydrants and fire protection water supplies (a) private fire hydrant systems (b) fire protection system water supply (c) rural water supply systems (d) temporary water supply systems	\$647 per system \$352 per system \$647 per system \$187 per system
105.7.12	Spraying or dipping (a) new installation (b) modifications or repairs to	\$379 \$277
105.7.13	Standpipe systems (a) new installation (b) modifications or repairs to	\$691 \$324
105.7.14	Temporary membrane structures and tents	\$193
105.7.15	Construction, alteration, or renovation of a building for which a building permit is required (a) commercial: new or addition 1. 0 – 5,000 SQFT 2. 5,001 – 10,000 SQFT 3. 10,001 – 20,000 SQFT 4. each additional 10,000 SQFT (b) commercial: alteration or renovation 1. 0 – 5,000 SQFT 2. 5,001 – 10,000 SQFT 3. 10,001 – 20,000 SQFT 4. each additional 10,000 SQFT (c) residential: new, addition, alteration or renovation	\$604 \$738 \$951 \$164 \$327 \$394 \$500 \$82 \$294

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105.7.16	Fire apparatus access, site improvements and related equipment	
	(a) roadway design	\$352
	(b) obstructions (gates, traffic calming devices, and other manipulated barriers)	\$59
	(c) temporary fire apparatus access roadways	\$187
	Miscellaneous system plans	\$352
	Miscellaneous construction permit	\$410 per hour
	Fuel modification inspection	\$352
	Additional plan reviews	\$223 each
	Plan reviews or specialized consultation <i>The use of an independent specialized consultant with expertise to conduct the review is sometimes necessary. Projects subject to this provision shall be so advised and provide to the District a document addressed to the District recognizing the advisory and accepting responsibility for resulting charges.</i>	\$235 + review type from Table 1 + consultant fees
	Additional field inspections	\$237 each
	Field inspections or tests after regular business hours <i>Fees assessed under this provision shall be due and payable prior to the action of the District. This provision is not a mandate on the District to normally provide this service. This service is subject to staff availability and does not mandate performance.</i>	\$700 per hour 2 hour minimum
	Alternate materials and methods of construction review <i>*Plus any costs the District incurs should the use of an independent specialized consultant be necessary to evaluate the submittal.</i>	\$235
	Permit renewal or extension	Assessed at one half of the original fee

Part 2. OCCUPANCY INSPECTION FEES

The fees for state mandated occupancy inspections and state license care facility "Fire Clearance" services not part of a construction or operational permit shall be in accordance with Part 2, Table 2.

Table 2

REF.		FEE
	State Mandated Inspections	
1.	Public and private schools	\$0 annually

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2.	Hotel, motel, lodging house, apartment house and dwelling, buildings, or similar (i.e. Group R, Division 1 & 2 occupancies) and structures accessory thereto	
	(a) <15 dwelling units annually	\$128
	(b) 16-75 dwelling units annually	\$181
	(c) >76 dwelling units annually	\$242
3.	Jail or place of detention for persons charged with or convicted of a crime	\$828 bi-annually
4.	Additional field inspections	\$237 each
	State Licensed Facilities - Fire Clearance (850 Form)	
5.	Pre-inspection consultation	\$60
6.	Facilities with a capacity to serve not more than 6 clients	<i>No Fee</i>
7.	Facilities with a capacity to serve more 6-25 clients	\$60
8.	Facilities with a capacity to serve 26 or more clients	\$120

Part 3. FIRE CODE OPERATIONAL PERMIT FEES

All Operational permits required by the California Fire Code and/or San Ramon Valley Fire Protection District ("District") Ordinance are renewable on the basis of inspection frequency. Operational permit fees are due and payable via invoice following the inspection as set forth in Part 3.

Operational permits required for new systems, processes, or uses necessitating a plan review shall have the initial fire code permit issued with the plan review in accordance with Part 1, Table 1.

Table 3

REF.	TYPE OF REVIEW	FEE
	Operational Permits	
105.6.1	Aerosol products	\$88
105.6.2	Amusement buildings	\$210
105.6.3	Aviation facilities	\$193
105.6.4	Carnivals and fairs	\$96
105.6.5	Cellulose nitrate film	\$193
105.6.6	Combustible dust-producing operations	\$134
105.6.7	Combustible fibers	\$193
105.6.8	Compressed gases	\$193
105.6.9	Covered mall buildings	\$193
105.6.10	Cryogenic fluids	\$134
105.6.11	Cutting and welding	\$193
105.6.12	Dry cleaning plants	\$134

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105.6.13	Exhibits and trade shows	\$237
105.6.14	Explosives	\$45
105.6.15	Fire hydrants and valves	\$45
105.6.16	Flammable and combustible liquids	\$134
105.6.17	Floor finishing	\$193
105.6.18	Fruit and crop ripening	\$134
105.6.19	Fumigation and thermal insecticidal fogging	\$20
105.6.20	Hazardous materials	\$193
105.6.21	Hazardous production materials	\$193
105.6.22	High-piled storage	\$144
105.6.23	Hot work operations	\$67
105.6.24	Industrial ovens	\$193
105.6.25	Lumber yards and woodworking plants	\$67
105.6.26	Liquid or gas-fueled vehicles	\$67
105.6.27	LP-gas	\$46
105.6.28	Magnesium	\$67
105.6.29	Miscellaneous combustible storage	\$45
105.6.30	Open burning	\$96
105.6.31	Open flames and torches	\$96
105.6.32	Open flames and candles	\$96
105.6.33	Organic coatings	\$193
105.6.34	Places of assembly	\$144
105.6.35	Private fire hydrants	\$193
105.6.36	Pyrotechnic special effects material	\$193
105.6.37	Pyroxylin plastics	\$134
105.6.38	Refrigeration equipment	\$67
105.6.39	Repair garages and motor fuel-dispensing facilities	\$67
105.6.40	Rooftop heliports	\$193
105.6.41	Spraying or dipping	\$67
105.6.42	Storage of scrap tires and tire byproducts	\$193
105.6.43	Temporary membrane structures and tents	\$193
105.6.44	Tire-rebuilding plants	\$193
105.6.45	Waste products	\$193
105.6.46	Wood Products	\$193
105.6.47	Additional operational permits	\$193
105.6.48	Christmas tree sales	\$217
105.6.49	Model rocket	\$130

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Part 4. GENERAL FEES

Miscellaneous reports, copying fees, standby personnel, safety officer or other listed general services for which the District has adopted user fees shall be in accordance with Part 4, Table 4.

Table 4

REF.	GENERAL FEES	FEE
	All reports, (Incident, Inspection, Investigation, Budget, CAFR, Board Packet)	Cost of reproduction, plus 10%
	Copy Charges	\$.10 per page; duplexed pages are charged as two pages
	GIS Maps (Digital Transfer)	Cost of reproduction, plus 10%
	Copies of photographs, discs, tapes or any other outsourced processed records	Cost of reproduction plus 10%
	Documentation Certification	\$5.00 or maximum allowable by law
	Returned Check Charge	\$25/check
	Late Payment Fee	10% of fee or \$10 (whichever is greater)
	CPR Training	\$40 per person
	Facility Rentals – Old School House Deposit	\$250 (refundable)
	Fire House Dinner	\$150
	Ambulance Transport Fees – Bundled Rates - CPI Adjustment Annually on Rates	
	• BLS	\$940
	• ALS	\$1,218
	• ALS 2	\$1,290
	• Oxygen	\$86
	• Mileage	\$24
	Paramedic Field Internship	\$1814

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	<p>Subpoenas A deposit of \$150.00 for each day that the specified employee is required to remain in attendance pursuant to the subpoena. The District shall then be reimbursed for traveling expenses and the full cost to the District of paying the employee, tabulated pursuant to the Service Rate below. If the actual expenses should later prove to be less than \$150.00 per day tendered, the excess of the amount shall be refunded. If the actual expenses should later prove to be more than the amount deposited, the District may collect the balance from the party at whose request the subpoena is issued</p>	
	Weed Abatement Program Administrative Fee	\$1,127
	Applicant Charges for Processing Address or Street Name Changes	\$80

"SERVICE RATE SCHEDULE". Unless waived by the District pursuant to Section 3 of the Fee Ordinance, a service rate shall be applied for the services rendered. This service rate shall be based upon the hourly rate, or overtime rate for the specific position or rank for the employee providing the services. In addition, this rate shall include an average benefit cost for safety employees at 70% and an average benefit cost for non-safety at 45%. When determining whether the rate to be charged is the "overtime rate" or the "hourly rate," the overtime rate shall be used if the District is required to pay overtime to the specified employee. If the District is not required to pay overtime to the specific employee, then all hours shall be charged at the "hourly rate."

"EQUIPMENT RATE SCHEDULE". Apparatus and equipment rates shall be the current rate in effect under the California Fire Assistance Agreement or the Federal Emergency Management Agency equipment rate schedule, whichever applies.

Part 5. Information Technology Surcharge Fee

The schedule of fees included in Section 9, Part 1 through Part 3 is inclusive of a 5 percent surcharge for Information Technology to assist in ongoing technology needs to support the general operations of the Fire Prevention Division for which these fees are charged.

SECTION 10. Effective Date

That this Ordinance established and adopted hereby shall take effect and be in full force, beginning July 1, 2012 and after its final passage and adoption.

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May 23, 2012

Passed and Adopted on _____, by the following Vote:

AYES:

NOES:

ABSENT:

ATTEST: _____
Susan F. Brooks
District Clerk

Tom Linari, President
Board of Directors

SAN RAMON VALLEY FIRE PROTECTION DISTRICT

Administration
Phone: 925-838-6600
Fax: 925-838-6629
www.srvfpd.dst.ca.us

1500 Bollinger Canyon Road
San Ramon, California 94583

Fire Prevention
Phone: 925-838-6680
Fax: 925-838-6696

MEMORANDUM

Date: May 23, 2012
To: Board of Directors
From: Steven J. Hart, Assistant Fire Chief, Support Services
Subject: Discussion of Bid Proposal from Carone and Company for \$247,646 for Demolition and Grading of 2100 Stone Valley Rd.

Background:

Staff identified in the FY 11/12 Budget an allocation for the demolition and grading of 2100 Stone Valley Rd. Also included in this project is the location of and preparation for the underground utilities for future fire station construction. The District allocated \$1,050,000.00 to finance all aspects of this project, which include architect services, construction management, engineering, permits and construction.

District staff advertised the project and received 6 bids from qualified construction companies. After review of lowest bidder and verification of qualifications, Carone and Company of Concord is the responsible lowest bidder.

Carone and Company is to provide all equipment, labor and materials for the demolition, grading and utility coordination according to plans and specifications.

Anticipated start date of this project is June 18, 2012. Estimated completion is August 1, 2012.

Recommended Board Action:

District staff recommends entering into this contract with Carone and Company for \$247,646 for demolition and grading services for 2100 Stone Valley Rd.

CORRESPONDENCE

May 11, 2012

Dear Mr. Price,

Thank You for the follow up. I am doing well. The staffs at the ER or my primary doctor were not able to determine the root cause of the pain. Hopefully, this was a singular occurrence.

And as for the Paramedics and Fire Crew who responded, "They were Outstanding". The fluidity of the team was very smooth. Everybody knew what to do and perform them well. They were very patient and understanding of my medical situation. In transit to the hospital, the Paramedics made me as comfortable as possible and insure me that our arrival to the hospital would be very soon.

As a member of the community, we very fortunately to have such professionals in our Fire Department. Please forward this letter of gratitude to the Paramedics unit and Fire house that responded on the evening of March 6. In closing, I would like to say "Thank You" once again.

Sincerely,

A handwritten signature in cursive script, appearing to read "Myra Lee".

April, 20, 2012

Dear Mrs. Castro,

Thank you so much for coming, to talk about fire safety. My family and I have been planning a fire drill in our house. Thank you again for stopping your work come and explain the safety plain that will keep me safe!

Sincerely,
Samantha

fire
Safety

April 18, 2012

Dear Mrs. Castro,

Thank you for coming to my school and teaching us about fire safety. I never knew I needed a ladder in my house to get out of the second floor. I ran home that day and told my mom. We went to the store to get and bought an escape ladder. We practiced how to use it.



April 19, 2012

Dear Mrs. Castro,

Thank you for coming to teach my class about safety. I really appreciate it. I really liked the video of safety. I also liked the game that we played. It was really fun! I hope you can come again next year!

Sincerely,

Isabella Simi

Thank
you!



April 18, 2012

Dear Mrs. Castro,

→ It was our pleasure to have you in our class and to speak about fire safety. Did you ride to the school with your fire engine? The video you presented was very informative. After watching the video, I know now what to do if there is flamey, smokey fire. The family in the video escaped the fire and exited the area quickly. One should yell for help if needed and call the fire department. The fire fighters responded really fast. The quiz questions were nicely answered by students. You replied back to our questions. Thank you, again!

Sincerely,
Monish Shah



April 2012

Dear Miss Castro

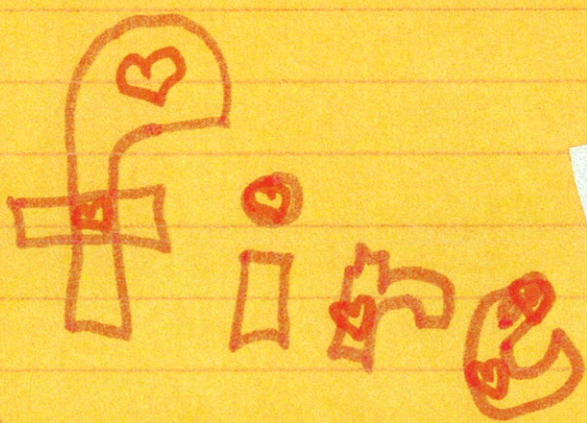
Thank you for coming to our class I had a great time. Now I checked my smoke alarms. Their all fine. I made a plan and we practice two times a year! I had a nice time and I hope you come again next year!

Love

Happy

Sincerely,
Jenna Seitz

Peace



Daft

Love helping others when they are hurt



OPERATIONS

Standards of Cover Policy Compliance Report

April 1, 2012 - April 30, 2012

First Unit Response	SOC Goal 1, 5, 6				SOC Goal 2, 5, 6				SOC Goal 3, 5, 6			
	Urban (Count = 254)				Suburban (Count = 84)				Rural (Count = 10)			
	Goal	Actual	Y-T-D	Y-T-D	Goal	Actual	Y-T-D	Y-T-D	Goal	Actual	Y-T-D	Y-T-D
	7:00	7:26	7:23	7:23	8:00	8:23	8:34	8:34	15:00	14:00	14:00	20:03
		96%	96%	96%		97%	95%	95%		100%	100%	95%

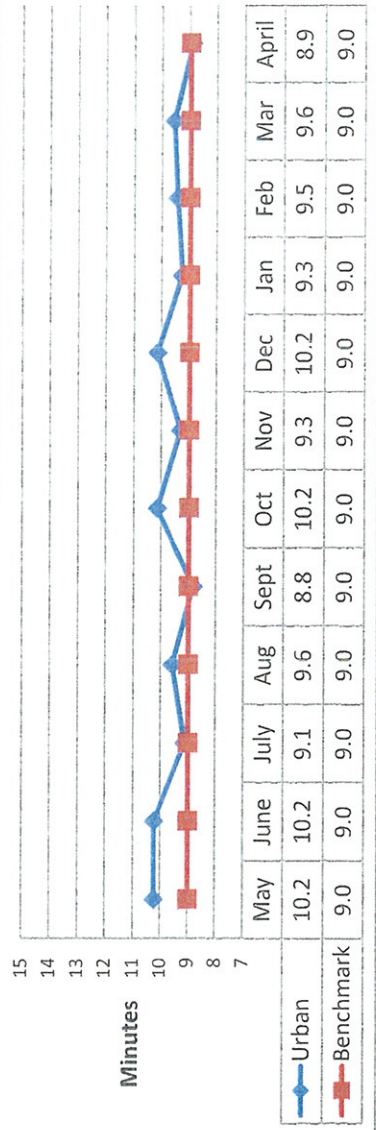
ERF Fire Response	SOC Goal 4											
	Urban (Count = 1)				Suburban (Count = 1)				Rural (Count = 0)			
	Goal	Actual	Y-T-D	Y-T-D	Goal	Actual	Y-T-D	Y-T-D	Goal	Actual	Y-T-D	Y-T-D
	11:00	14:39	15:57	15:57	12:00	14:00	17:05	17:05	21:00	0:00	0:00	0:00
		0%	50%	50%		0%	20%	20%		0%	0%	0%

ERF Medical Response	SOC Goal 8											
	Urban (Count = 80)				Suburban (Count = 15)				Rural (Count = 2)			
	Goal	Actual	Y-T-D	Y-T-D	Goal	Actual	Y-T-D	Y-T-D	Goal	Actual	Y-T-D	Y-T-D
	9:00	8:56	9:32	9:32	10:00	9:43	10:46	10:46	21:00	19:36	19:36	14:20
		100%	97%	97%		100%	93%	93%		100%	100%	100%

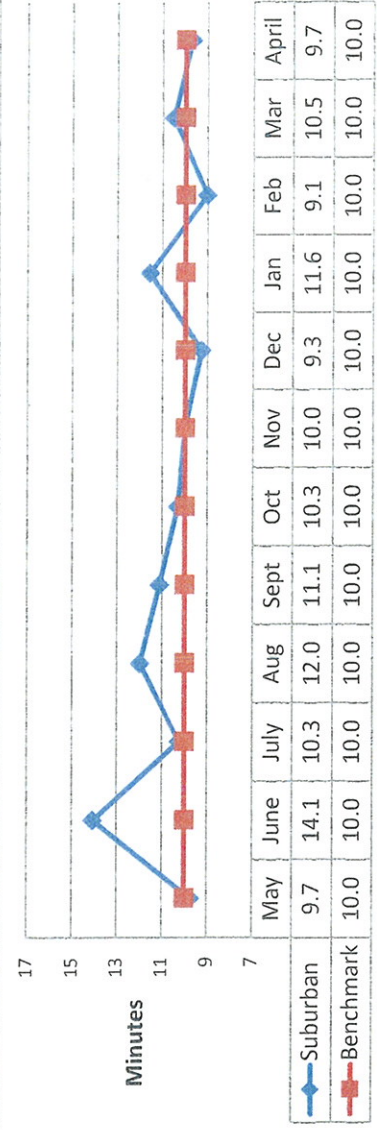
Call Processing Time	SOC Goal 7						
	Turnout Time			Turnout Time			
	Goal	Actual	Y-T-D	Y-T-D	Goal	Actual	Y-T-D
	1:00	0:51	0:50	0:50	2:00	2:42	2:43
		100%	100%	100%		81%	78%

ERF Medical

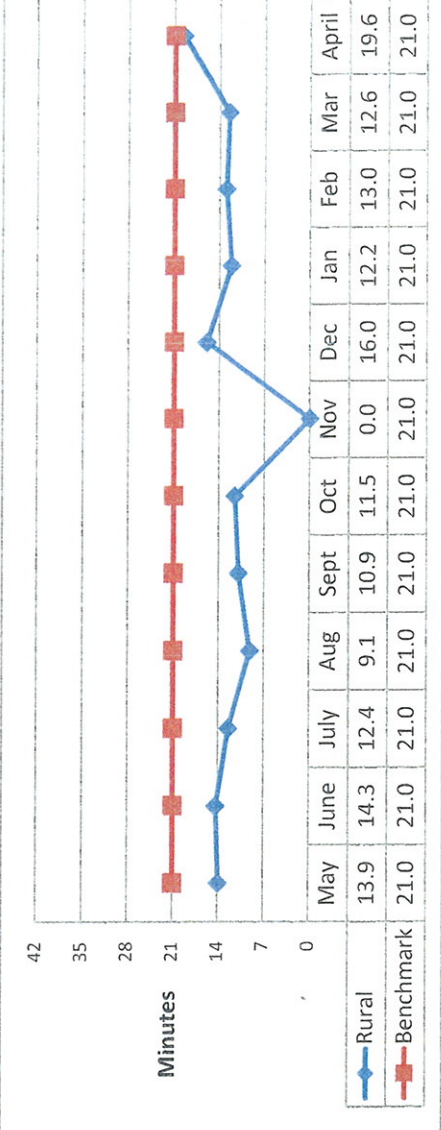
Urban



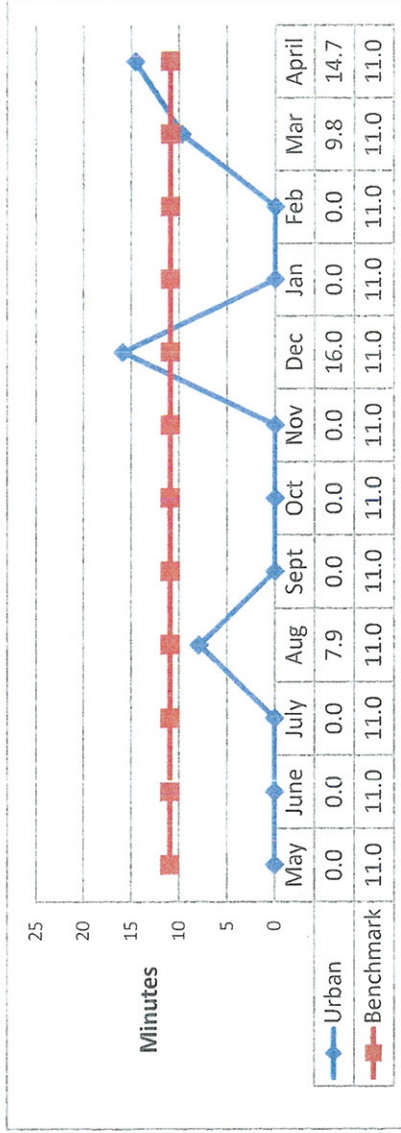
Suburban



Rural



ERF Fire Response
Urban



Goal 1

Distribution of Fire Stations for Built-up Urban Areas of Greater than 2,000 People per Square Mile

To treat and transport medical patients and control small fires, the first-due unit should arrive within 7 minutes total response time, 90 percent of the time from the receipt of the call in fire dispatch. Total response time equates to 1 minute dispatch time, 2 minute crew turnout time and 4 minutes travel time spacing for single units.

Goal 2

Distribution of Fire Stations for Suburban Areas of 1,000 to 2,000 People per Square Mile

The first-due fire unit should arrive within 8 minutes total response time, 90 percent of the time.

Goal 3

Distribution of Fire Stations for Rural Areas of Less than 1,000 People per Square Mile

The first-due fire unit should arrive within 17 minutes total response time, 90 percent of the time.

Goal 4

Effective Response Force (First Alarm) for Urban Areas of Greater than 2,000 People per Square Mile

To confine fires near the room of origin, to stop wildfires less than 5 acres in size when noticed promptly, and to treat up to 5 medical patients at once, a multiple-unit response of at least 18 personnel should arrive within 11 minutes total response time from the time of 911 call receipt, 90 percent of the time. This equates to 1 minute dispatch time, 2 minutes crew turnout time and 8 minutes travel time spacing for multiple units. Suburban areas should receive the full first alarm within 12 minutes total response time, 90 percent of the time with the goal to limit the fire spread to the area already involved upon the arrival of the effective response force. For rural areas, this should be 21 minutes, 90 percent of the time. Outcome goals in these areas would be to confine fires to the building of origin, to care for medical patients upon arrival, and to initiate operations on serious wildland fires.

Goal 5

Hazardous Materials Response

Respond to hazardous materials emergencies with enough trained personnel to protect the community from the hazards associated with the release of hazardous and toxic materials. Achieve a total response time consistent with Goal 1, Goal 2 and Goal 3 with the first company capable of operating at the California OSHA First Responder Operations (FRO) level. After size-up and scene evaluation is complete a determination will be made whether to request the on-duty District Hazardous Materials Team and/or other appropriate resources.

Goal 6

Technical Rescue

Respond to technical rescue emergencies with enough trained personnel to facilitate a successful rescue. Achieve a total response time consistent with Goal 1, Goal 2 and Goal 3 with the first company capable of operating at the California Rescue System 1 (RS1) level. After size-up and scene evaluation is complete a determination will be made whether to request the on-duty District Rescue Team and/or other appropriate resources.

Goal 7

Call processing and turnout times

A concentrated focus will be placed on systems, training and feedback measures to crews to lower dispatch and turnout time reflex measures to national best practices of 1 minute for dispatch and 2 minutes for fire crew turnout, 90 percent of the time.

Goal 8

Effective Response Force for Advanced Life Support (ALS) Medical Emergencies

To treat medical patients requiring advanced procedures and skills (defined as Charlie, Delta or Echo), a two-unit response consisting of one paramedic-staffed ambulance and one additional paramedic-staffed unit for a response force of at least five personnel should arrive within 6 minutes travel time in urban areas and 7 minutes travel time in suburban areas, 90 percent of the time. For rural areas, excluding Mt. Diablo State Park, personnel should arrive within 18 minutes travel time 90 percent of the time.

SUPPORT SERVICES

Support Services
April 2012

Facilities

1. Training Facility Remodel: Construction progressing – completion date scheduled for June 29.
2. Station 32 - 2100 Stone Valley Rd: Due diligence in progress for apparent low bidder for Demolition and Grading.

Fleet

1. Annual Engine / Truck services in progress.
2. Assembling new Apparatus in progress.
3. (1) Modular Ambulance Bid prep in Progress.
4. Working with Vallejo Fire Extinguishers (5-yr hydro test and check expired extinguishers on District apparatus). Ongoing.

Communication Center

1. Two new full-time dispatchers completed training and were released to shift.
2. Traveled to Phoenix to bring an enhanced Dispatcher-Assisted CPR program back to the District.
3. Two dispatchers attended the National Academies of Emergency Dispatch (NAED) Navigator conference.
4. One dispatcher attended an Emergency Medical Dispatch Quality Improvement/Assurance course.

Information & Technology

1. Attended bi-annual CCC EMS patient care reporting system review.
2. Met with AT&T for Communications Center phone system upgrade site survey.
3. Completed e-mail server upgrade Request for Quotation (RFQ).
4. Finished preparation of virtual servers for e-mail system upgrade.
5. Attended CCC operational area radio communications meeting.

Current Projects

1. Working through Fiscal Year 11/12 budgeted projects.
2. AED – Ongoing project for District Aides/Support Services. Confirming location, address, contact info, lat/long, etc.
3. Designing Turnout Gear Repair Tags, Inventory Control Tags and PPE Cleaning Tags Completed.
4. Propane tank at Training Site was removed.
5. Water damage repairs at Station 34 completed.

**FIRE PREVENTION
DIVISION**

Fire Prevention Summary of Monthly Activities

April 2012

What Went Well

3rd Annual Workshop-Residential Care Facility Working Group

On April 18, the Residential Care Facility Working Group hosted the 3rd Annual Workshop. The day was a great success, 66 facility owners and caregivers received training in emergency preparedness, the community warning system, body mechanics for lifting, "hands only" CPR and fire safety from the perspective of a fire investigator. Debbie Vanek, Joyce Castro, Natalie Kurtz, Rian Evitt and Andy Swartzell contributed to the success of the day. Based on the recognition and value of the work done by the RCFE Working Group under the direction of Debbie Vanek, an application has been submitted for the 2012 IAFC Fire and Life Safety Award.

San Ramon Valley Mass Care and Shelter Drill

On April 26, the Citizen Corps Council hosted the San Ramon Valley Mass Care and Shelter Drill. Prior to the event, 57 volunteers attended Shelter Service Worker Training in preparation for the event. There were 157 participants at the drill. There were two drills scheduled, which was designed to allow all volunteers to practice their skills. Participant's rotated duties; acting as a Shelter Worker or an evacuee and then switching roles on the second drill. Other agencies involved included; County OES, Red Cross, Salvation Army and Las Positas College. District staff members, Danielle Bell, Kim French and Debbie Vanek were involved in making this day a great success.

International Building Code--Code Development Hearings

Officer Rian Evitt and Fire Marshal Jamison attended the IBC Code Development Hearings in Dallas, TX from April 28-May 3. FM Jamison participated on the General Committee. Officer Evitt worked with code officials and industry representatives throughout the United States representing the position of the California Fire Chiefs Association.

CPSE Fire Marshal Designation

On May 1, 2012, Fire Marshal Jamison successfully completed the process that awards her the professional designation of "Fire Marshal" from the Commission on Professional Credentialing, an entity of the Center for Public Safety. The process includes an assessment of the applicant's education, experience, professional development, technical competencies, contributions to the profession, community involvement and future professional development plans.

Exterior Hazard Abatement Program

Staff members will be conducting inspections after June 1. David Stevens, Ian Hardage and Roy Wendel are working with the design of the Fire Prevention Data Base to assist staff in more effectively completing the program.

Fire Prevention Summary of Monthly Activities

April 2012

Press Releases

Press releases available at the District website www.firedepartment.org

Potential Issues

No new issues at this time.

Upcoming Public Education Classes and Events Scheduled

CERT #47	Administrative Building	May 3- June 7 (evening series)
Personal Emergency Preparedness	Administrative Building	May 16 6:00-8:30 pm
San Ramon Art and Wind Festival	San Ramon Central Park	May 27 and 28
Danville Fine Arts Fair	Downtown Danville	June 16
Fire Extinguisher	Administrative Building	July 14 10:00-11:00 am

Plan Reviews Completed.

With the implementation of the new data base staff is working on the development of a standardized report to be included in the Fire Prevention Summary of Monthly Activities.

ADMINISTRATIVE SERVICES

Administrative Services Department
April, 2012

Financials

- Balance Sheet (April 30, 2012)
- Revenue/Expense History
- Statement of Expenditures
 - Revenues: Budget v Actual
 - Expenses: Budget v Actual
- General Fund Expenditures
- General Fund Revenues
- Capital & Equipment/Vehicle Fund
- Total Overtime
- Staffing/Overtime Analysis

Meetings/Activities:

Finance:

- Prepared Annual Operating Budget - FY2012-13
- Interviewed finalists for investment management services
- Attended Finance Committee meeting
- Administered Assistance to Firefighters Grant for radios
- Coordinated District acceptance of Assistance to Firefighters Grant for cardiac monitors
- Attended Redevelopment Successor Agency meetings
- Attended regional grant meeting
- Attended Leadership San Ramon Valley

Human Resources:

- Kicked off Firefighter/Paramedic recruitment 4/25 – final filing date is May 18
- Closed filing for Assistant Chief on 4/6 – 9 candidates

Employee Illness/Injury Report for April 2012

Reportable Injuries – April 2012:

1. April 17, 2012. A Firefighter/Paramedic struck both shins on a box while exercising. No Lost Time.

Note: As of April 30, 2012, there were four (4) employees absent from their regular work assignment. Lost time related to prior month/year injuries totaled 712 hours.

FINAL RETIREMENT CALCULATION

Last Name: French First Name: Michael MI: _____ Employee #: _____
 Care Of: _____ Emp SS#: _____
 Address: _____
 City: _____ State: _____ Zip Code: _____ Birthdate: _____
 Member Date: 6/1/1990
 Retirement Date: 1/4/2012 Employer: AAR

Tier:	Prior Srv	Pickup	Redeposit	Pub. Srv.
1	0.0000	0.0000	0.0000	0.0000
2	0.0000	0.0000	0.0000	0.0000
3	0.0000	0.0000	0.0000	0.0000
Safety	0.0000	0.0833	0.0000	0.0000

Max Vac Weeks 1 Yr Accrual	5	Max Vac Weeks 2 Yr Accrual
Monthly Salary - Include Management and Longevity Pay:		
	0.00	
	0.00	
	0.00	
	0.00	
	0.00	
	0.00	
	0.00	
	0.00	
	0.00	
Pre Ventura 36 Month Total	0.00	
1/4/2011 1/3/2012	12.00	7,773.00
	0.00	
	0.00	
	0.00	
	0.00	
Pre Ventura 12 Month Total	12.00	93,276.00

Tier: 1
 Factor: _____ Mo Red: _____
 Tier: 2
 Factor: _____ Mo Red: _____
 Tier: 3
 Factor: _____ Mo Red: _____
 Tier: Safety
 Factor: 0.026848

Service Credit Tier 1	
Current Serv. =	0.0000
Add'l. Service:	0.0000
Total =	0.0000

	12 Month	36 Month
SUBTOTAL FINAL COMPENSATION	\$ 93,276.00	\$ -
Ret. Alt	\$ 7,627.70	\$ -
Holiday Pay:	\$ 8,113.16	\$ -
BLS Pay	\$ 5,100.00	\$ -
FLSA Pay	\$ 2,793.72	\$ -
Pre-Ventura Final Avg Salary	0.575.88	\$ -
FINAL PRE-VENTURA TOTALS	\$ 114,910.58	\$ -
Vac. Sales Hrs: 112.00 (1yr) x hourly rate 36.740000	\$ 4,114.88	\$ -
Vac. P/O Hrs: 312.00 (1yr) x hourly rate 36.740000	\$ 11,462.88	\$ -
Pers. Hol. P/O Hrs: 0.00 (1yr) x hourly rate 0.000000	\$ -	\$ -
Hol Comp P/O Hrs: 0.00 (1yr) x hourly rate 0.000000	\$ -	\$ -
LUMP SUM TOTALS	\$ 15,577.76	\$ -
Grand Total Compensation: 36 mo/ 1 yr = \$	\$ 130,488.34	\$ -
Total Weeks In Terminal Pay 1 yr: 10.5	Total Weeks In Terminal Pay 3 yr: 0.0	
AVERAGE SALARY - ONE YEAR:	\$ 10,874.03	
AVERAGE SALARY - THREE YEARS:	\$ -	

Service Credit Tier 2	
Current Serv. =	0.0000
Add'l. Service:	0.0000
Total =	0.0000

BASIC RETIREMENT ALLOWANCE							
Tier 1	0.000000	X	\$ 10,874.03	X	0.0000	=	\$ -
	0	X	0.0000	X		=	\$ -
Tier 2	0.000000	X	-	X	0.0000	=	\$ -
	0	X	0.0000	X	0.00	=	\$ -
Tier 3	0.000000	X	\$ 10,874.03	X	0.0000	=	\$ -
	0	X	0.0000	X	N/A	=	\$ -
Safety	0.026848	X	\$ 10,874.03	X	21.7500	=	\$ 6,302.05
Sick Leave	0.026848	X	\$ 10,874.03	X	0.0040	=	\$ 1.16
	0.00000	X	0.0040	X		=	\$ 1.16
TOTAL ALLOWANCE WITH SICK LEAVE							\$ 6,303.21

Service Credit Tier 3	
Current Serv. =	0.0000
Add'l. Service:	0
Total =	0.0000
Service Credit Safety	
2/1/2012	
6/1/1990	
Current Serv. =	21.8867
Add'l. Service:	0.0833
Total =	21.7500
Sick Leave	
Hours = #hrs. /29/12	
Total Final Service w/ Sick Leave	
Reg Service =	21.75
Sick Leave =	0.0040
Total	21.7540

FINAL RETIREMENT CALCULATION

Last Name: Routh First Name: Timothy MI: C Employee #: [REDACTED]
 Care Of: [REDACTED] Emp SS#: [REDACTED]
 Address: [REDACTED]
 City: [REDACTED] State: [REDACTED] Zip Code: [REDACTED] Birthdate: [REDACTED]
 Member Date: 4/1/1989
 Retirement Date: 1/22/2012 Employer: AAR

	Prior Srv	Pickup	Redeposit	Pub. Srv.
Tier: 1	0.0000	0.0000	0.0000	0.0000
Tier: 2	0.0000	0.0000	0.0000	0.0000
Tier: 3	0.0000	0.0000	0.0000	0.0000
Tier: Safety	0.0000	0.0000	0.0000	0.0000

Retirement Age: _____

Max Vac Weeks 1 Yr Accrual	7.8	Max Vac Weeks 2 Yr Accrual	
Monthly Salary - Include Management and Longevity Pay:			
	0.00		-
	0.00		-
	0.00		-
	0.00		-
	0.00		-
	0.00		-
	0.00		-
	0.00		-
	0.00		-
Pre Ventura 36 Month Total	0.00		-
1/22/11-1/31/11	0.32	7,129.00	2,299.68
2/1/11-12/31/11	11.00	7,129.00	78,419.00
1/1/12-1/21/12	0.68	7,129.00	4,829.32
	0.00		-
	0.00		-
Pre Ventura 12 Month Total	12.00		85,548.00

Tier: 1
 Factor: _____ Mo Red: _____
 Tier: 2
 Factor: _____ Mo Red: _____
 Tier: 3
 Factor: _____ Mo Red: _____
 Tier: Safety
 Factor: 0.030000

Service Credit Tier 1

Current Serv. = 0.0000
 Add'l. Service: 0.0000
 Total = 0.0000

	12 Month	36 Month
SUBTOTAL FINAL COMPENSATION	\$ 85,548.00	\$ -
Holiday Pay:	\$ 5,608.64	\$ -
Differential-Type <u>Ret/Alot/ALS</u>	\$ 21,137.85	\$ -
Differential-Type <u>FLSA/Bez Mat</u>	\$ 5,382.84	\$ -
<u>RR&Venti Pre-Ret Avg Salary</u>	9,806.28	-
FINAL PRE-VENTURA TOTALS	\$ 117,875.33	\$ -
Vac. Sales Hrs: <u>112.00</u> (1yr) <u>0.00</u> (3yr) x hourly rate <u>37.330000</u>	\$ 4,180.96	\$ -
Vac. P/O Hrs: <u>292.41</u> (1yr) <u>0.00</u> (3yr) x hourly rate <u>37.330000</u>	\$ 10,915.67	\$ -
Pers. Hol. P/O Hrs: <u>0.00</u> (1yr) <u>0.00</u> (3yr) x hourly rate <u>0.000000</u>	\$ -	\$ -
Hol Comp P/O Hrs: <u>0.00</u> (1yr) <u>0.00</u> (3yr) x hourly rate <u>0.000000</u>	\$ -	\$ -
LUMP SUM TOTALS	\$ 15,096.63	\$ -
Grand Total Compensation: <u>36 mo/ 1 yr = \$ -</u>	\$ 132,771.96	\$ -
Total Weeks In Terminal Pay 1 yr: <u>10.1</u> Total Weeks In Terminal Pay 3 yr: <u>0.0</u>		
AVERAGE SALARY - ONE YEAR:	\$ 11,064.33	
AVERAGE SALARY - THREE YEARS:	\$ -	

Service Credit Tier 2

Curr. Serv. = 0.0000
 Add'l. Service: 0.0000
 Total = 0.0000

Service Credit Tier 3

Curr. Serv. = 0.0000
 Add'l. Service: 0
 Total = 0.0000

BASIC RETIREMENT ALLOWANCE					
Tier 1					
0.000000	X	\$ 11,064.33	X	0.0000	= \$ -
0	X	0.0000	X		= \$ -
Tier 2					
0.000000	X	\$ -	X	0.0000	= \$ -
0	X	0.0000	X	0.00	= \$ -
Tier 3					
0.000000	X	\$ 11,064.33	X	0.0000	= \$ -
0	X	0.0000	X	N/A	= \$ -
Safety					
0.030000	X	\$ 11,064.33	X	22.8333	= \$ 7,579.05
Sick Leave					
0.030000	X	\$ 11,064.33	X	0.2676	= \$ 88.82
0.000000	X	0.2676	X		= \$ -
TOTAL ALLOWANCE WITH SICK LEAVE					\$ 7,667.88

12-02-01

89-04-01
 Curr Serv = 22.8333
 Add'l. Service: 0
 Total = 22.8333

Sick Leave
 Hours = #hrs. /2912

Total Final Service w/Sick Leave
 Reg. Service = 22.8333

Sick Leave = 0.2676
 Total = 23.1009

FINAL RETIREMENT CALCULATION

Last Name: Gentry First Name: Christine MI: _____ Employee #: [REDACTED]
 Care Of: _____ Emp SS#: [REDACTED]
 Address: _____
 City: _____ State: _____ Zip Code: _____ Birthdate: 11/3/1952
 Member Date: 2/1/1995
 Retirement Date: 1/6/2012 Employer: AAR

Tier:	Prior Srv	Pickup	Redeposit	Pub. Srv.	Retirement Age
Tier: 1	0.0000	0.0000	0.0000	0.0000	
Tier: 2	0.0000	0.0000	0.0000	0.0000	
Tier: 3	0.0000	0.0000	0.0000	0.0000	
Tier: Safety	0.0000	0.0000	0.0000	0.0000	

Max Vac Weeks 1 Yr Accrual	5	Max Vac Weeks 2 Yr Accrual	
Monthly Salary - Include Management and Longevity Pay:			
	0.00		
	0.00		
	0.00		
	0.00		
	0.00		
	0.00		
	0.00		
	0.00		
	0.00		
Pre Ventura 36 Month Total	0.00		
	12.00	6,549.00	78,588.00
	0.00		
	0.00		
	0.00		
Pre Ventura 12 Month Total	12.00		78,588.00

Tier: 1
 Factor: 0.022100 Mo Red: _____
 Tier: 2
 Factor: _____ Mo Red: _____
 Tier: 3
 Factor: _____ Mo Red: _____
 Tier: Safety
 Factor: _____

Service Credit Tier: 1
2/1/2012
2/1/1995
Current Serv. = 17.0000
Add'l. Service: 0.0000
Total = 17.0000

	12 Month	36 Month	
SUBTOTAL FINAL COMPENSATION	\$ 78,588.00	\$ -	
Ret. Allot	\$ 5,282.45	\$ -	
Holiday Pay:	\$ 5,150.52	\$ -	
EMDPay	\$ 2,146.08	\$ -	
FLSA	\$ 12,892.40	\$ -	
Pre-Ventura Final Avg Salary	8,654.95		
FINAL PRE-VENTURA TOTALS	\$ 103,859.45	\$ -	
Hours			
Vac. Sales Hrs: 112.00 (1yr) 0.00 (3yr) x hourly rate 30.220000	\$ 3,384.64	\$ -	
Vac. P/O Hrs. 288.00 (1yr) 0.00 (3yr) x hourly rate 30.220000	\$ 8,703.36	\$ -	
Pers. Hol. P/O Hrs. 0.00 (1yr) 0.00 (3yr) x hourly rate 0.000000	\$ -	\$ -	
Hol Comp P/O Hrs. 0.00 (1yr) 0.00 (3yr) x hourly rate 0.000000	\$ -	\$ -	
LUMP SUM TOTALS	\$ 12,088.00	\$ -	
Grand Total Compensation: 36 mo/ 1 yr = \$ -	\$ 115,947.45	\$ -	
Total Weeks in Terminal Pay 1 yr	10.0	Total Weeks in Terminal Pay 3 yr	0.0
AVERAGE SALARY - ONE YEAR:	\$ 9,662.29		
AVERAGE SALARY - THREE YEARS:	\$ -		

Service Credit Tier: 2
 Curr Serv. = 0.0000
 Add'l. Service: 0.0000
 Total = 0.0000
 Service Credit Tier: 3
 Curr Serv. = 0.0000
 Add'l. Service: 0
 Total = 0.0000
 Service Credit: Safety

BASIC RETIREMENT ALLOWANCE					
Tier 1					
0.022100	X	\$ 9,662.29	X	17.0000	= \$ 3,630.12
0	X	17.0000	X		= \$ - \$ 3,630.12
Tier 2					
0.000000	X	\$ -	X	0.0000	= \$ -
0	X	0.0000	X	0.00	= \$ - \$ -
Tier 3					
0.000000	X	\$ 9,662.29	X	0.0000	= \$ -
0	X	0.0000	X	N/A	= \$ - \$ -
Safety					
0.000000	X	\$ 9,662.29	X	0.0000	= \$ - \$ -
Sick Leave					
0.022100	X	\$ 9,662.29	X	0.0010	= \$ 0.21
0.000000	X	0.0010	X		= \$ - \$ 0.21
TOTAL ALLOWANCE WITH SICK LEAVE					\$ 3,630.33

Curr Serv = 0.0000
 Add'l. Service: 0
 Total = 0.0000
 Sick Leave
 Hours = #hrs. /2912
 Total Final Service w/Sick Leave
 Reg. Service = 17.0
 Sick Leave = 0.0010
 Total = 17.0010

Overtime Summary Report

4/1/2012 Through 4/30/2012

WORK CODE:		Time Paid
1	STAFFING	7,194.50
2	TRAINING	252.50
3	ASSIGNMENTS	63.00
7	EMERGENCY	23.75
	Report Grand Total:	<u>7,533.75</u>

OVERTIME ASSIGNMENT SUMMARY REPORT

4/1/2012 Through 4/30/2012

ASSIGNMENT	Time Worked	Time Paid
WORK CODE: 3 ASSIGNMENTS		
301 MEETINGS/PROJECT DE	15.50	15.50
306 WELLNESS PROGRAM	3.00	3.00
310 MISC. MAINTENANCE	5.50	5.50
317 RECRUITMENT EXTER	23.00	23.00
321 FP REIMBURSED OVER	11.66	12.00
340 PROJECT WORK	4.00	4.00
Total All Assignments This Work Type:	62.66	63.00
 WORK CODE: 7 EMERGENCY		
ASSIGNMENT	Time Worked	Time Paid
700 EMERGENCY RECALL	11.05	11.25
720 FIRE INVESTIGATION	12.27	12.50
Total All Assignments This Work Type:	23.32	23.75
 Report Grand Total:	7,526.05	7,533.75

OVERTIME ASSIGNMENT SUMMARY REPORT

4/1/2012 Through 4/30/2012

WORK CODE: 1 STAFFING

ASSIGNMENT	Time Worked	Time Paid
101 HOLD OVER FOR CALL	5.83	9.00
103 MISC. STAFFING COVE	7178.08	7178.50
107 LATE/STA. MOVE COVE	4.00	7.00
Total All Assignments This Work Type:	7,187.91	7,194.50

WORK CODE: 2 TRAINING

ASSIGNMENT	Time Worked	Time Paid
201 OPERATIONS TRAINING	51.08	51.25
204 EMS TRNG/INSTRUCTIO	12.00	12.00
209 RESCUE TRAINING	85.58	85.75
210 HAZ-MAT TRAINING	43.00	43.00
214 PARAMEDIC - CONT ED	20.00	20.00
216 EMD/DISPATCH TRAINI	26.50	26.50
220 2011-1 ACADEMY	14.00	14.00
Total All Assignments This Work Type:	252.16	252.50

April 2012 Staffing/Overtime Analysis

	Staffing OT \$	Staffing OT Hrs	Staffing OT FTE	Paid FTE	Total Effective FTE	See Note 1
ACTUAL APRIL RESULTS	\$ 396,970	6,813.00	28.08	123.00	151.08	17.11%
PROJECTED APRIL						
HIRING IN PLACE OF OVERTIME	\$ 446,890	6,813.00				
NET SAVINGS						
OVERTIME IN PLACE OF HIRING	\$ 49,920					

Note 1: This figure represents the percentage of time necessary to backfill regularly staffed positions for the month. This amount will routinely include the following components:

- The variance of regular, full-time paid employees either above or below the optimal 129 FTEs based upon the 10% hiring model
- Vacation Leave
- Sick Leave
- Disability Leave
- Various (jury duty, station moves, medic coverage, etc.)

Minimum Staffing = 129 FTEs

**SAN RAMON VALLEY FIRE PROTECTION DISTRICT
COMBINED BALANCE SHEET OF ALL FUND TYPES
APRIL 30, 2012**

	GOVERNMENTAL FUND TYPES						AGENCY		ACCOUNT		GROUPS		Totals (Memo Only)
	General Fund - 100	Debt Service Fund - 200	Capital Projects Fund - 300	Special Revenue Fund - 400	Equipment/ Vehicles Capital Projects Fund - 600	CEMT PROGRAM Fund - 700	General Fixed Assets Fund - 800	General Fund - 900	Long-Term Debt Fund - 900	General	Long-Term Debt		
ASSETS													
Cash - Bank of the West	\$ (2,513,934)	\$ -	\$ 2,854,744	\$ 7,741	\$ -	\$ 52,157	\$ -	\$ -				\$ 400,708	
Cash - Bank of the West Money Market @ 0.10%	3,972,098											3,972,098	
Cash - Bank of the West Workers' Compensation	(8,248)											(8,248)	
Cash - Comerica Flexible Spending	14,605											14,605	
Petty Cash	1,250											1,250	
Investments - LAIF @ 0.38%	36,831,486					3,152						38,834,638	
Investments - LAIF Market Value Adjustment	55,195					5						55,200	
Cash with Fiscal Agent (Note #1)		1,329,450										1,329,450	
Accounts Receivable												134,259	
Prepaid Expenses/Deposits			225,000									225,000	
Land							7,105,802					7,105,802	
Buildings & Improvements/Construction							27,000,695					27,000,695	
Equipment							26,054,543					26,054,543	
Accumulated Depreciation							(26,315,502)					(26,315,502)	
Amount to be Provided for General													
Long Term Debt									21,105,180			21,105,180	
Total Assets	\$ 40,486,711	\$ 1,329,450	\$ 3,079,744	\$ 7,741	\$ -	\$ 55,314	\$ 33,845,538	\$ 21,105,180	\$ 21,105,180	\$ 99,909,678		\$ 99,909,678	
LIABILITIES													
Accrued Expenses	\$ 2,897,178	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,897,178	
Deposits Payable	5,371											5,371	
Long Term Debt:													
(1) Certificates of Participation									13,630,000			13,630,000	
(2) Vehicle Lease									3,904,438			3,904,438	
Claims Payable	14,605								1,590,991			1,613,596	
Compensated Absences									1,971,751			1,971,751	
Total Liabilities	\$ 2,917,154	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,105,180	\$ -	\$ -	\$ 24,022,334	
FUND EQUITY													
Investment in General Fixed Assets													
Non-Spendable Fund Balance			225,000									225,000	
Restricted Fund Balance		1,329,450										1,329,450	
Committed Fund Balance:													
Workers' Compensation Claims	1,000,000											1,000,000	
Refinery Property Tax Claim	900,000											900,000	
Radio System Infrastructure	1,375,000											1,375,000	
Station 32/Capital Improvement Projects	4,389,565											4,389,565	
Budget Stabilization	16,150,000											16,150,000	
Tactical Training Center			2,554,744									2,554,744	
Assigned Fund Balance:													
Budgetary Deficit	2,974,746											3,274,746	
Other Assigned Fund Balance			300,000									300,000	
Unassigned Fund Balance	10,780,246			7,741								10,835,560	
Total Fund Balance	\$ 37,569,557	\$ 1,329,450	\$ 3,079,744	\$ 7,741	\$ -	\$ 55,314	\$ 33,845,538	\$ -	\$ 21,105,180	\$ -	\$ -	\$ 75,887,344	
Total Liabilities and Fund Equity	\$ 40,486,711	\$ 1,329,450	\$ 3,079,744	\$ 7,741	\$ -	\$ 55,314	\$ 33,845,538	\$ 21,105,180	\$ 21,105,180	\$ 99,909,678		\$ 99,909,678	

Note 1 - US Bank:
Reserve Fund (COP 2003) Market Value \$730,029, Interest Rate 0.04% (Money Market Fund)
Lease Fund (COP 2003) Market Value \$1, Interest Rate 0.00% (Money Market Fund)
Reserve Fund (COP 2006) Market Value \$599,419, Interest Rate 0.04% (Money Market Fund)
Lease Fund (COP 2006) Market Value \$1, Interest Rate 0.00% (Money Market Fund)

**SAN RAMON VALLEY FIRE PROTECTION DISTRICT
REVENUE/EXPENDITURE HISTORY**

Month	2007-08		2008-09		2009-10		2010-11		2011-12	
	Revenue	Expenditures	Revenue	Expenditures	Revenue	Expenditures	Revenue	Expenditures	Revenue	Expenditures
July	206,857	4,051,393	409,494	4,731,355	247,304	4,758,259	166,735	4,749,257	186,793	4,351,134
August	309,023	3,934,582	215,934	4,086,942	222,953	3,806,559	215,809	4,025,589	265,453	4,513,204
September	561,478	3,731,470	367,546	4,339,978	296,640	4,728,793	204,485	3,953,342	312,278	3,893,321
October	1,640,500	4,066,860	2,483,697	4,137,431	1,955,619	3,664,748	1,892,126	3,970,955	2,046,255	3,735,522
November	312,547	3,648,147	165,281	4,058,659	228,442	3,778,804	220,473	4,450,015	188,594	4,535,275
December	24,595,524	3,757,596	27,327,550	4,162,810	26,486,066	4,293,444	25,691,372	4,182,987	25,787,719	4,424,050
January	3,484,808	4,039,456	437,643	4,026,715	2,231,614	3,813,140	213,894	4,015,505	265,253	3,990,074
February	154,599	4,573,322	234,858	4,284,220	253,553	3,865,360	176,960	3,997,461	508,340	4,000,893
March	219,862	4,638,451	358,150	4,551,611	263,343	4,094,246	266,513	4,225,922	268,932	4,016,648
April	18,767,904	3,751,889	19,725,844	4,110,947	14,980,947	3,933,954	19,064,857	4,162,409	18,036,297	3,746,578
May	197,558	4,210,272	315,047	3,773,572	2,319,553	4,064,248	270,777	4,149,354		
June	3,677,543	4,615,870	3,892,839	8,012,065	3,562,931	4,046,928	3,611,512	3,874,346		

**SAN RAMON VALLEY FIRE PROTECTION DISTRICT
GENERAL FUND EXPENDITURES
FISCAL YEAR 2011/2012
JULY 1, 2011 - APRIL 30, 2012**

FISCAL YEAR COMPLETED - 83%		GL	2008-2009	2009-2010	2010-2011	2011-2012	EXPENDITURES	REMAINING	PERCENT
DESCRIPTION	CODE	ACTUAL	ACTUAL	ACTUAL	BUDGET	TO DATE	BAL. TO DATE	EXPENDED	
PERMANENT SALARIES	5110	\$21,913,062	\$21,979,823	\$21,730,515	\$21,587,315	\$17,836,807	\$3,750,508	82.63%	
TEMPORARY SALARIES	5115	\$280,606	\$223,766	\$140,161	\$146,191	\$149,272	(\$3,081)	102.11%	
PERMANENT OVERTIME	5120	\$5,126,576	\$4,597,107	\$4,736,070	\$6,487,500	\$5,048,399	\$1,439,101	77.82%	
FEDERAL INSURANCE COMPENSATION	5140	\$384,599	\$379,421	\$360,579	\$391,787	\$324,978	\$66,809	82.95%	
RETIREMENT CONTRIBUTIONS	5150	\$12,613,117	\$11,654,409	\$11,811,102	\$11,571,153	\$9,346,527	\$2,224,626	80.77%	
EMPLOYEE GROUP INSURANCE	5160	\$3,537,064	\$3,446,521	\$3,942,059	\$3,866,234	\$3,147,418	\$720,816	81.37%	
RETIREE HEALTH INSURANCE	5170	\$4,633,235	\$1,080,915	\$1,375,426	\$1,683,000	\$1,367,282	\$315,718	81.24%	
UNEMPLOYMENT INSURANCE	5180	\$1,814	\$29,318	\$2,693	\$20,000	\$0	\$20,000	0.00%	
WORKERS' COMPENSATION INS.	5190	\$601,711	\$638,059	\$974,475	\$750,000	\$568,100	\$181,900	75.75%	
TOTAL SALARIES AND BENEFITS	5100	\$49,091,784	\$44,029,329	\$44,973,080	\$46,505,180	\$37,788,783	\$8,716,397	81.28%	
OFFICE SUPPLIES	5202	\$44,889	\$43,108	\$40,156	\$34,163	\$24,358	\$9,805	71.30%	
POSTAGE	5204	\$9,856	\$10,181	\$11,547	\$13,980	\$13,349	\$631	95.49%	
TELECOMMUNICATIONS	5206	\$207,367	\$191,794	\$186,194	\$212,300	\$144,068	\$68,232	67.86%	
UTILITIES	5208	\$296,585	\$302,015	\$322,395	\$266,600	\$250,703	\$5,897	97.70%	
SMALL TOOLS/EQUIPMENT	5210	\$163,210	\$128,997	\$102,739	\$85,550	\$69,570	\$15,980	81.32%	
MISCELLANEOUS SUPPLIES	5212	\$152,082	\$150,959	\$104,279	\$82,476	\$93,987	(\$11,511)	113.96%	
MEDICAL SUPPLIES	5213	\$119,740	\$115,527	\$119,249	\$103,000	\$92,199	\$10,801	89.51%	
FIREFIGHTING SUPPLIES	5214	\$131,770	\$139,196	\$132,020	\$90,400	\$48,009	\$42,391	53.11%	
PHARMACEUTICAL SUPPLIES	5216	\$28,855	\$35,173	\$46,548	\$36,500	\$23,324	\$13,176	63.90%	
COMPUTER SUPPLIES	5218	\$57,476	\$55,612	\$28,810	\$20,000	\$4,999	\$15,001	25.00%	
RADIO EQUIPMENT & SUPPLIES	5219	\$89,623	\$50,198	\$342,998	\$45,000	\$19,081	\$25,919	42.40%	
FILM PROCESSING/SUPPLIES	5220	\$7,115	\$741	\$25	\$0	\$0	\$0		
FOOD SUPPLIES	5222	\$24,542	\$22,148	\$23,015	\$25,700	\$13,008	\$12,692	50.61%	
PPE INSPECTION & REPAIRS	5223	\$0	\$0	\$0	\$30,000	\$17,414	\$12,586	58.05%	
SAFETY CLOTHING/SUPPLIES	5224	\$167,266	\$132,513	\$144,594	\$264,900	\$134,468	\$130,432	50.76%	
CLASS A UNIFORMS & SUPPLIES	5225	\$0	\$0	\$0	\$6,000	\$0	\$8,000	0.00%	
NON-SAFETY CLOTHING/SUPPLIES	5226	\$67,281	\$67,028	\$26,317	\$22,065	\$20,806	\$1,259	94.29%	
CLASS B UNIFORMS & SUPPLIES	5227	\$0	\$0	\$0	\$30,000	\$2,161	\$27,839	7.20%	
HOUSEHOLD SUPPLIES	5228	\$65,113	\$40,834	\$37,749	\$30,000	\$30,552	(\$552)	101.84%	
CENTRAL GARAGE - REPAIRS	5230	\$104,065	\$110,747	\$74,712	\$80,000	\$88,729	(\$8,729)	110.91%	
CENTRAL GARAGE - MAINTENANCE	5231	\$12,509	\$18,074	\$14,325	\$34,500	\$4,361	\$30,139	12.64%	
CENTRAL GARAGE - GAS, DIESEL & OIL	5232	\$169,675	\$165,112	\$161,507	\$169,000	\$134,491	\$34,509	79.58%	
CENTRAL GARAGE - TIRES	5234	\$16,670	\$39,221	\$20,197	\$24,000	\$31,717	(\$7,717)	132.15%	
CENTRAL GARAGE - MANDATED INSP.	5235	\$6,588	\$8,250	\$10,240	\$12,000	\$8,887	\$3,113	74.06%	
MAINT./REPAIRS - EQUIPMENT	5236	\$135,552	\$96,527	\$103,571	\$111,979	\$86,168	\$25,821	76.94%	
MAINT./REPAIRS - RADIO & ELECTRONIC	5238	\$285,978	\$333,941	\$307,774	\$357,900	\$294,550	\$63,350	82.30%	
MAINT./REPAIRS - BUILDINGS	5240	\$257,526	\$217,464	\$104,677	\$128,750	\$114,174	\$14,576	88.68%	
MAINT./REPAIRS - GROUNDS	5242	\$61,873	\$46,871	\$36,171	\$39,750	\$26,242	\$13,508	66.02%	
RENTS & LEASES-EQUIP./PROPERTY	5246	\$56,753	\$54,890	\$42,893	\$60,590	\$47,926	\$12,664	79.10%	
PROFESSIONAL/SPECIALIZED SERVICES	5250	\$960,219	\$746,896	\$822,554	\$857,663	\$520,681	\$336,982	60.71%	
RECRUITING COSTS	5251	\$109,023	\$63,582	\$35,680	\$91,000	\$66,232	\$24,768	72.78%	
LEGAL SERVICES	5252	\$192,639	\$246,839	\$192,663	\$166,000	\$246,833	(\$60,833)	148.69%	
MEDICAL SERVICES	5254	\$83,483	\$112,336	\$83,633	\$113,000	\$79,785	\$33,215	70.61%	
DATA PROCESSING SERVICES	5256	\$78	\$70	\$0	\$1,750	\$0	\$1,750	0.00%	
COMMUNICATIONS SERVICES	5258	\$4,017	\$3,738	\$1,577	\$0	\$0	\$0		
DOCUMENT MANAGEMENT SERVICES	5260	\$17,222	\$510	\$0	\$0	\$0	\$0		
ELECTION SERVICES	5262	\$119,816	\$0	\$51,099	\$0	\$0	\$0		
INSURANCE SERVICES	5264	\$502,508	\$481,274	\$493,476	\$452,000	\$497,815	(\$45,815)	110.14%	
PUBLICATION OF LEGAL NOTICES	5270	\$2,248	\$949	\$5,552	\$5,500	\$1,412	\$4,088	25.67%	
SPECIALIZED PRINTING	5272	\$90,040	\$55,936	\$24,155	\$26,065	\$13,713	\$12,352	52.61%	
MEMBERSHIPS	5274	\$54,857	\$48,871	\$53,784	\$62,555	\$45,788	\$16,767	73.20%	
EDUCATIONAL COURSES/SUPPLIES	5276	\$126,996	\$138,221	\$48,708	\$59,100	\$41,132	\$17,968	69.60%	
EDUCATIONAL ASSISTANCE PROGRAM	5277	\$30,389	\$30,761	\$26,514	\$45,000	\$14,862	\$30,138	33.03%	
PUBLIC EDUCATIONAL SUPPLIES	5278	\$18,788	\$22,529	\$20,074	\$15,000	\$13,219	\$1,781	88.13%	
BOOKS & PERIODICALS	5280	\$16,425	\$21,447	\$21,700	\$22,957	\$7,118	\$15,839	31.01%	
RECOGNITION SUPPLIES	5282	\$8,020	\$4,889	\$6,573	\$7,500	\$3,018	\$4,482	40.24%	
MEETINGS/TRAVEL EXPENSES	5284	\$108,014	\$109,023	\$46,773	\$45,200	\$27,017	\$18,183	59.77%	
OTHER - CLAIMS EXPENSE	5286	\$0	\$154,062	\$304,845	\$0	\$0	\$0		
TOTAL SERVICES AND SUPPLIES	5200	\$5,184,521	\$4,819,154	\$4,784,062	\$4,379,393	\$3,417,916	\$961,477	78.05%	
TOTAL G/F OPERATING EXPENDITURES		\$54,276,305	\$48,848,483	\$49,757,142	\$50,884,573	\$41,206,699	\$9,677,874	80.98%	

SAN RAMON VALLEY FIRE PROTECTION DISTRICT
 CAPITAL PROJECTS, EQUIP/VEHICLES, DEBT SERVICE, SAN RAMON VALLEY FIRE COMMUNITY FUND
 FISCAL YEAR 2011/2012
 JULY 1, 2011 - APRIL 30, 2012

FISCAL YEAR COMPLETED - 83%								
DESCRIPTION	GL CODE	2008/2009 ACTUAL	2009/2010 ACTUAL	2010/2011 ACTUAL	2011/2012 BUDGET	EXPENDITURES TO DATE	REMAINING BAL. TO DATE	PERCENT EXPENDED
RENTS & LEASES - PROPERTY	5246	\$0	\$12,500	\$12,500	\$0	\$12,500	(\$12,500)	
LAND	6103	\$0	\$0	\$0	\$0	\$0	\$0	
DESIGN/CONSTRUCTION	6105/6110	\$5,223,568	\$1,917,756	\$652,060	\$1,350,000	\$201,315	\$1,148,685	15%
VARIOUS IMPROVEMENTS	6120	\$86,887	\$224,490	\$47,634	\$60,000	\$46,018	\$13,982	77%
TOTAL CAPITAL PROJECTS (FUND 300)		\$5,310,455	\$2,154,746	\$712,194	\$1,410,000	\$259,833	\$1,150,167	18%
OFFICE EQUIP. & FURNISHINGS	6210	\$12,710	\$11,905	\$0	\$0	\$0	\$0	
MEDICAL/LAB EQUIPMENT	6220	\$0	\$11,397	\$0	\$0	\$0	\$0	
RADIO/ELECTRONIC EQUIPMENT	6230	\$229,498	\$247,764	\$425,512	\$105,000	\$46,399	\$58,601	44%
TOOLS & SUNDRY EQUIPMENT	6240	\$38,496	\$204,987	\$25,000	\$45,000	\$43,700	\$1,300	97%
AUTO & TRUCKS	6250	\$46,305	\$465,181	\$3,214,898	\$350,000	\$119,879	\$230,121	
TOTAL EQUIPMENT/VEHICLES (FUND 600)		\$327,009	\$941,234	\$3,665,410	\$500,000	\$209,978	\$290,022	42%
BOND REDEMPTION - 2003/2006/2010 COP	5310	\$1,328,704	\$1,330,979	\$1,325,885	\$1,328,630	\$1,328,630	\$0	100%
VEHICLE LEASE #2	5310	\$329,497	\$329,498	\$329,498	\$329,497	\$329,497	\$0	
VEHICLE LEASE #3	5310	\$756,033	\$756,032	\$756,032	\$756,033	\$0	\$756,033	0%
VEHICLE LEASE #4	5310				\$534,011	\$267,005	\$267,006	50%
TOTAL DEBT SERVICE (FUND 200)		\$2,414,234	\$2,416,509	\$2,411,415	\$2,948,171	\$1,925,132	\$1,023,039	65%
OTHER SPECIAL DISTRICT EXPENDITURES	5286	\$0	\$0	\$0	\$1,000	\$0	\$1,000	0%
TOTAL SRVF COMMUNITY FUND (FUND 400)		\$0	\$0	\$0	\$1,000	\$0	\$1,000	0%
TOTAL - CAPITAL, EQUIPMENT, DEBT SERVICE & SRVF COMMUNITY FUND		\$8,051,698	\$5,512,489	\$6,789,019	\$4,859,171	\$2,394,943	\$2,464,228	49%

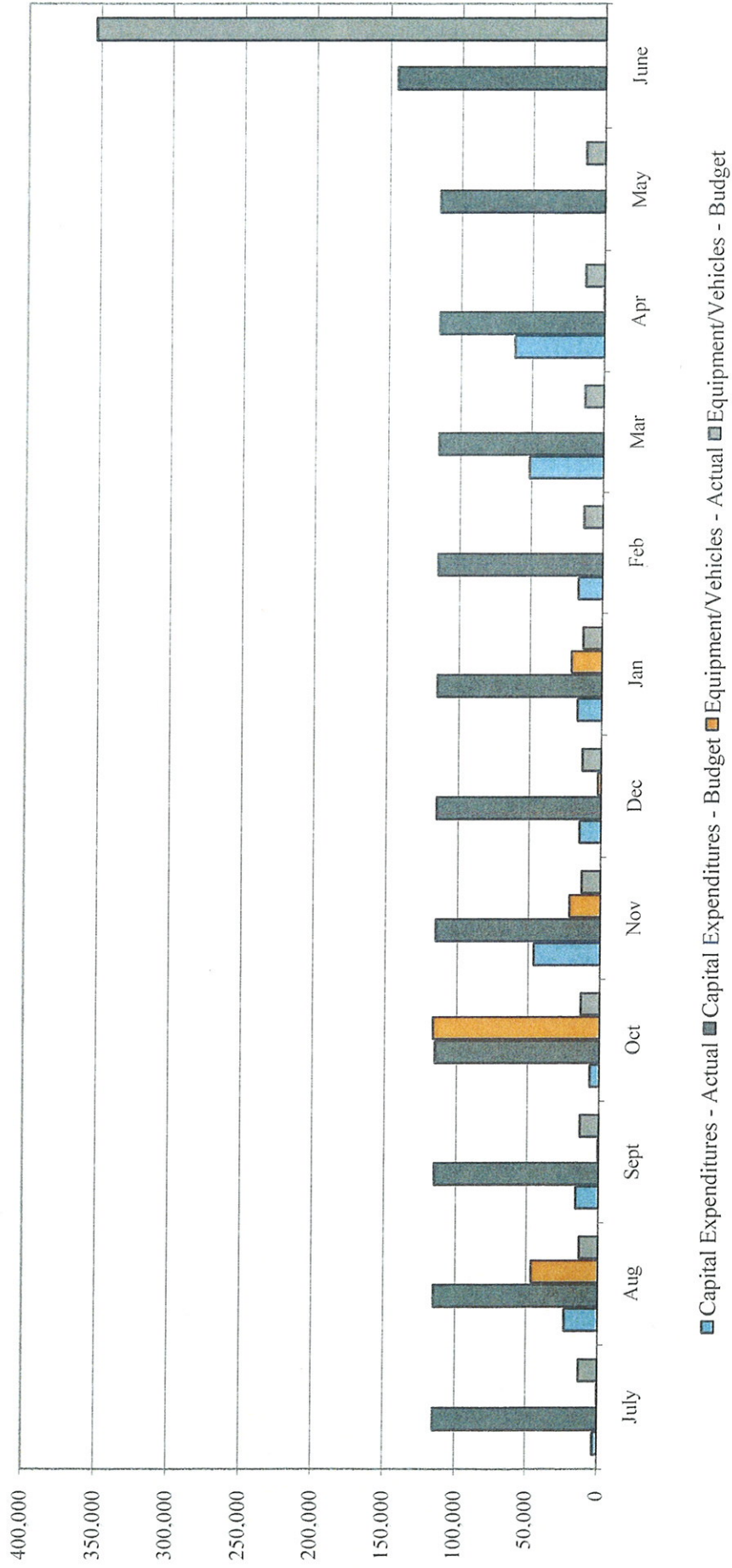
**SAN RAMON VALLEY FIRE PROTECTION DISTRICT
REVENUES (ALL FUNDS)
FISCAL YEAR 2011/2012
JULY 1, 2011 - APRIL 30, 2012**

GL CODE	DESCRIPTION	2008/2009 ACTUAL REVENUE	2009/2010 ACTUAL REVENUE	2010/2011 ACTUAL REVENUE	2011/2012 ESTIMATED REVENUE	2011/2012 REALIZED REVENUE
4100	TAXES					
4110	PROPERTY TAXES - CURRENT SECURED	\$49,793,169	\$48,555,854	\$47,388,882	\$47,361,776	\$44,960,540
4120	PROPERTY TAXES - SUPPLEMENTAL	\$978,218	\$649,615	\$699,652	\$131,295	\$136,363
4130	PROPERTY TAXES - UTILITIES (Unitary)	\$710,831	\$760,539	\$896,045	\$896,079	\$911,431
4140	PROPERTY TAXES - CURRENT UNSECURED	\$1,593,394	\$1,832,522	\$1,747,874	\$1,665,442	\$1,730,615
4145	HOMEOWNERS PROPERTY TAX RELIEF	\$514,864	\$545,216	\$537,428	\$485,000	\$261,429
4150	LESS TAXES RETURNED TO COUNTY	(\$1,558,586)	(\$1,412,883)	(\$1,338,944)	(\$1,338,944)	(\$1,584,551)
4160	LESS COUNTY TAX ADMINISTRATION	(\$558,980)	(\$547,169)	(\$523,908)	(\$523,907)	(\$496,459)
4170	PROPERTY TAXES - PRIOR SECURED	(\$6,574)	(\$339,632)	(\$67,962)	(\$164,856)	(\$449,321)
4180	PROPERTY TAXES - PRIOR SUPPLEMENTAL	(\$151,486)	(\$393,227)	(\$185,201)	(\$183,086)	(\$187,054)
4190	PROPERTY TAXES - PRIOR UNSECURED	\$21,142	\$29,210	\$30,951	\$21,899	(\$61,155)
		\$51,335,992	\$49,680,045	\$49,184,817	\$48,350,698	\$45,221,838
4200	INTERGOVERNMENTAL REVENUE					
4220	MEASURE "H"	\$19,787	\$0	\$0	\$0	\$112,184
4230	SB-90 MANDATED COSTS	\$18,509	\$59,662	\$18,333	\$15,000	\$13,323
4240	MISCELLANEOUS STATE AID/GRANTS	\$1,163,281	\$309,199	\$35,723	\$118,000	\$31,018
4250	OTHER INTERGOVERNMENTAL REVENUE	\$108,377	\$0	\$3,000,000	\$0	\$0
		\$1,309,954	\$368,861	\$3,054,056	\$133,000	\$156,525
4300	CHARGES FOR SERVICE					
4310	INSPECTION FEES	\$32,721	\$40,847	\$32,729	\$32,000	\$62,563
4315	PLAN REVIEW	\$140,363	\$120,522	\$173,623	\$155,000	\$206,914
4320	WEED ABATEMENT CHARGES	\$8,130	\$8,299	\$4,435	\$7,200	\$2,635
4325	ADMINISTRATIVE CITATION CHARGES	\$0	\$0	\$8,250	\$2,500	\$25,821
4330	AMBULANCE SERVICES	\$2,314,570	\$2,388,562	\$2,202,045	\$2,083,000	\$1,928,330
4340	CPR CLASSES	\$1,899	\$2,278	\$2,955	\$2,000	\$2,425
4350	REPORTS/PHOTOCOPIES	\$2,143	\$1,796	\$1,560	\$1,600	\$1,320
4360	MISCELLANEOUS CURRENT SERVICES	\$0	\$0	\$0	\$0	\$0
		\$2,499,826	\$2,562,304	\$2,425,597	\$2,283,300	\$2,230,008
4400	USE OF MONEY & PROPERTY					
4410	INVESTMENT EARNINGS	\$638,353	\$250,322	\$152,454	\$126,000	\$81,413
		\$638,353	\$250,322	\$152,454	\$126,000	\$81,413
4500	RENTS, ROYALTIES AND COMMISSIONS					
4510	RENT ON REAL ESTATE	\$157,865	\$143,852	\$159,877	\$150,000	\$125,094
		\$157,865	\$143,852	\$159,877	\$150,000	\$125,094
4600	OTHER REVENUE					
4610	DONATIONS/CONTRIBUTIONS	\$470	\$500	\$917	\$1,000	\$7,355
4620	SALE OF PROPERTY	\$0	\$19,348	\$9,203	\$5,000	\$7,960
4640	MISCELLANEOUS REVENUE	\$25,424	\$38,897	\$25,938	\$10,000	\$43,611
		\$25,894	\$58,745	\$36,058	\$16,000	\$58,926
4900	OTHER FINANCING SOURCES					
4920	LEASE PROCEEDS	\$0	\$0	\$3,400,000	\$0	\$0
		\$0	\$0	\$3,400,000	\$0	\$0
	REVENUE TOTAL	\$55,967,884	\$53,064,129	\$58,412,859	\$51,058,998	\$47,873,804

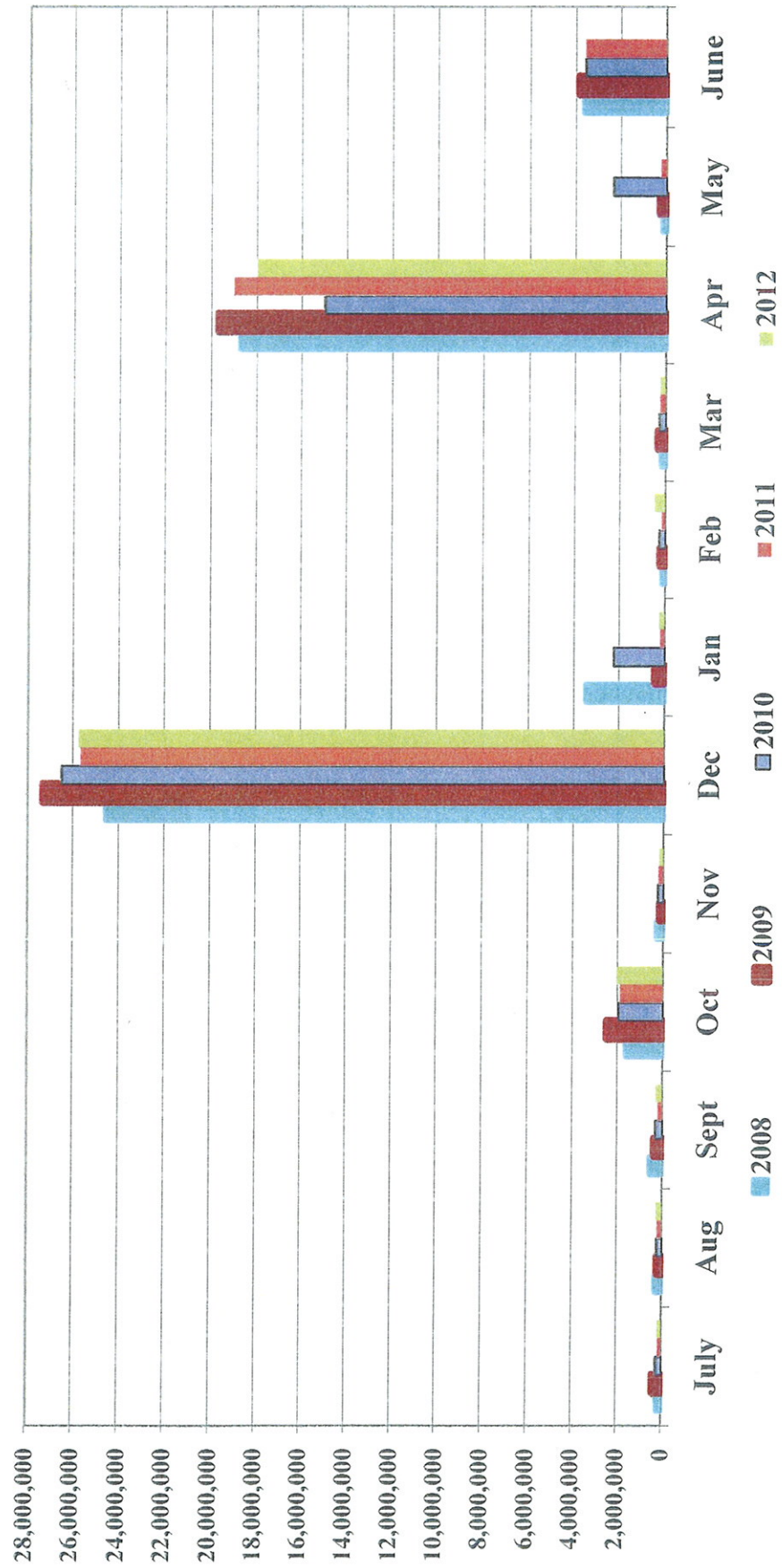
CAPITAL & EQUIPMENT/VEHICLES FUNDS

COMPARISON OF ACTUAL TO BUDGET

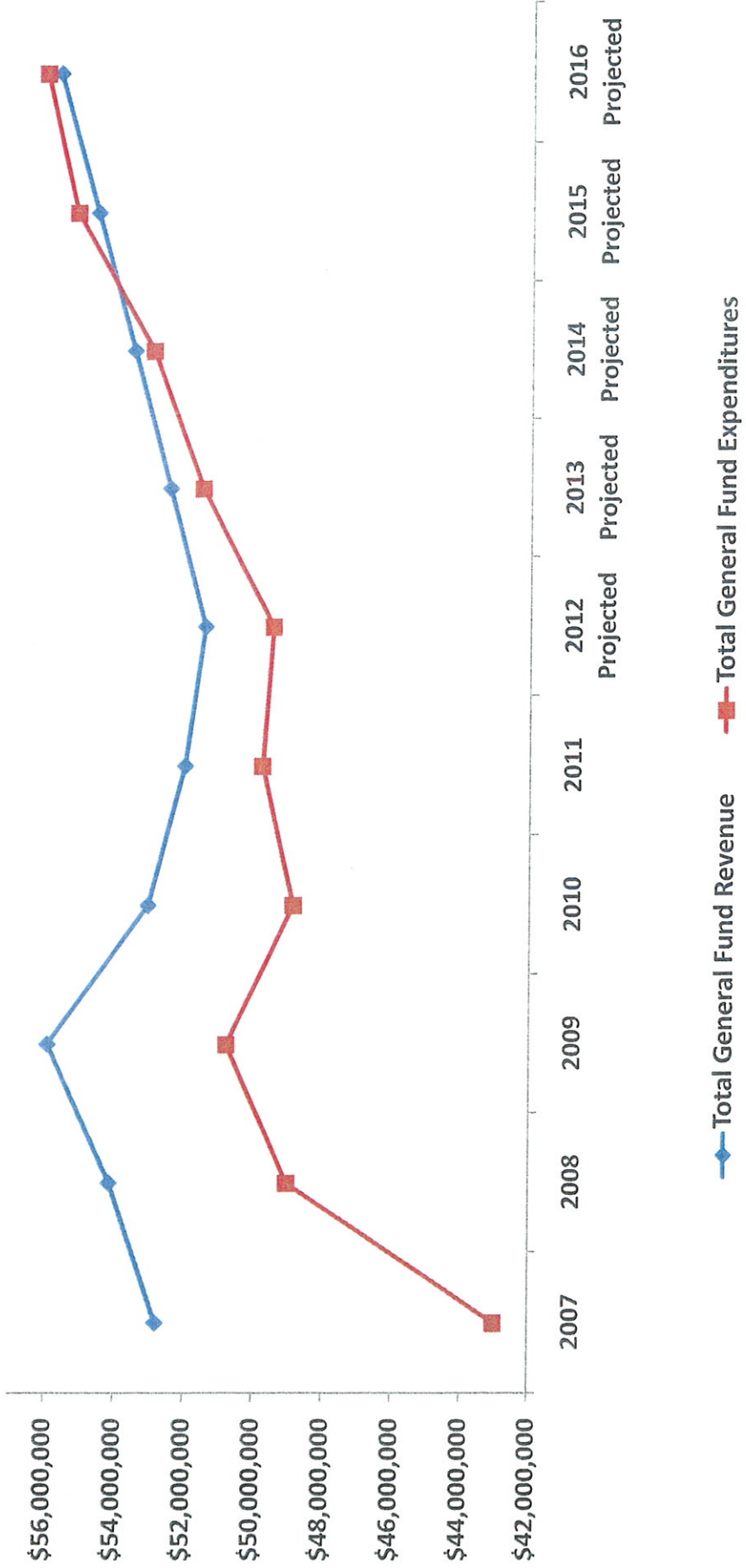
FISCAL YEAR 2011-2012



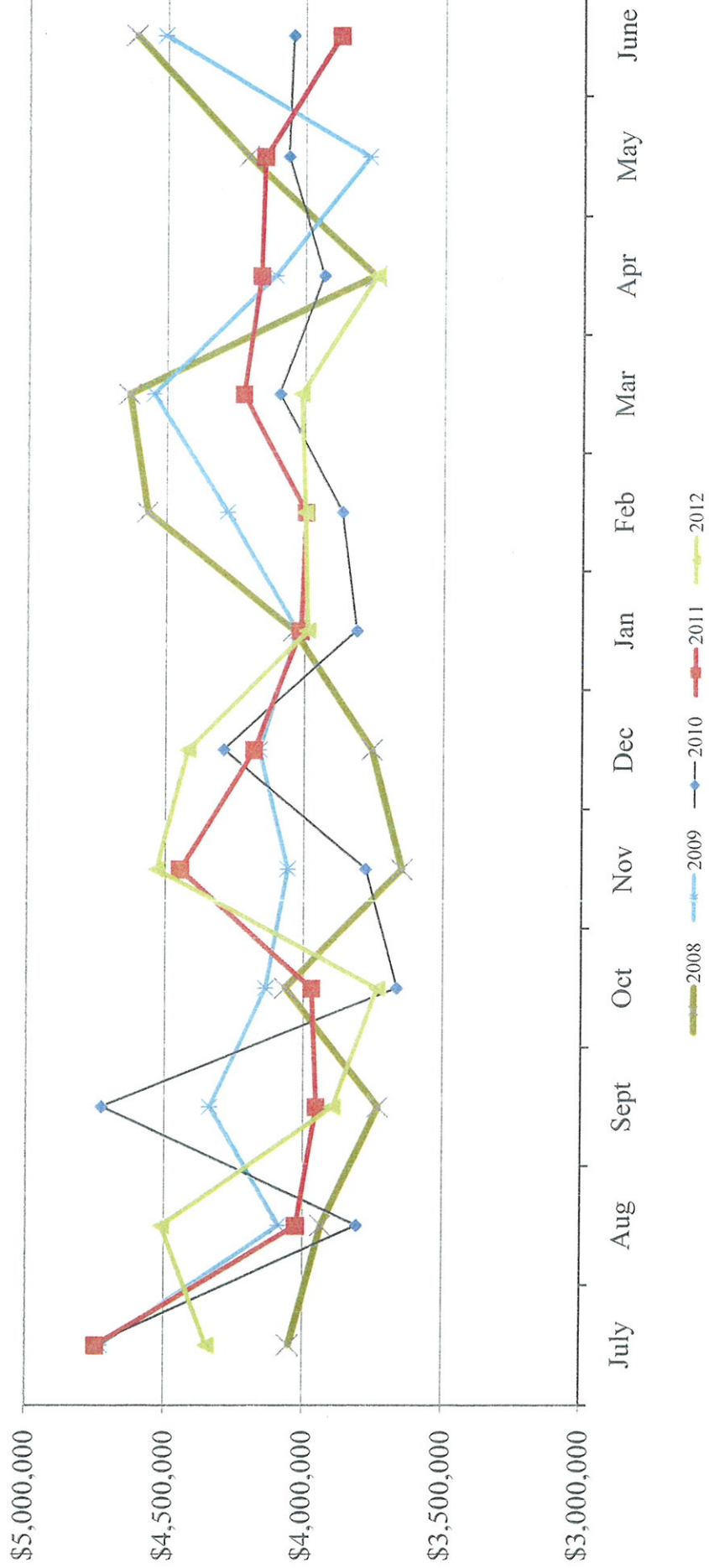
GENERAL FUND REVENUE
FISCAL YEARS 2008 - 2012



**GENERAL FUND
2007 - 2016 PROJECTED**



**GENERAL FUND EXPENDITURES BY MONTH
FISCAL YEARS 2008 - 2012**



**GENERAL FUND
COMPARISON OF ACTUAL TO BUDGETED
FISCAL YEAR 2011-12**

