

## **LICENSE AGREEMENT**

This License Agreement (“AGREEMENT”) is entered into by and between THE CITY OF SAN DIEGO, a California municipal corporation (“CITY”), and FALCK MOBILE HEALTH CORP., a California corporation (“LICENSEE”), to be effective on \_\_\_\_\_, 2021, when executed by the parties and approved by the San Diego City Attorney.

### **RECITALS**

WHEREAS, CITY and LICENSEE entered into that certain Contract Resulting from Request for Proposal Number RFP No. 10089666-21-K dated November 27, 2021, whereby LICENSEE shall provide to CITY emergency ambulance services, 9-1-1 response, advanced life support transport services, and standby services (“SERVICES AGREEMENT”);

WHEREAS, CITY owns the real properties listed on Exhibit A, attached hereto (each a “PROPERTY” and collectively, the “PROPERTIES”), and as subsequently modified pursuant to Section 2.4; and

WHEREAS, in connection with LICENSEE’s services provided to CITY pursuant to the SERVICES AGREEMENT, CITY desires to grant LICENSEE the non-exclusive right to enter onto portions of the PROPERTIES (the “PREMISES”), as further described in Exhibit A, attached hereto, for the LICENSE USE, as defined in this AGREEMENT, and as based upon the following terms and conditions:

### **I. DEFINITIONS**

- 1.1. **LICENSE USE:** The non-exclusive use of the PREMISES for sleeping accommodations, parking and emergency repair of ambulances, use of common areas, and storage of LICENSEE equipment and LICENSEE staff’s personal property in connection with LICENSEE’s services provided to CITY pursuant to the SERVICES AGREEMENT.
- 1.2. **PREMISES:** Portions of the PROPERTIES, as further described in Exhibit A, attached hereto.

### **II. AGREEMENT**

- 2.1. **License.** Subject to the terms and conditions of this AGREEMENT, CITY grants permission to LICENSEE to enter upon the PREMISES solely for the purpose of the LICENSE USE. LICENSEE shall be responsible for all of LICENSEE’s agents, employees, independent contractors, invitees, trainees, and volunteers and ensure that they adhere to all conditions stated in this AGREEMENT.
- 2.2. **Term.** The term of this AGREEMENT shall be ten (10) years, commencing on November 27, 2021, and expiring on November 26, 2031 (“Term”).
- 2.3. **Monthly License Fee.** The monthly license fee for each PROPERTY shall be the amount listed on Exhibit A, attached hereto (each a “LICENSE FEE” and collectively, “LICENSE FEES”). On a monthly basis, CITY shall provide LICENSEE an invoice for the total LICENSE FEES due the following month (“MONTHLY INVOICE”). LICENSEE shall pay CITY the total LICENSE FEES identified on the MONTHLY INVOICE in one

payment, due on the first of each month during the Term, in accordance with Section 2.4. The LICENSE FEES shall be modified upon the addition or removal of a PROPERTY from Exhibit A in accordance with Section 2.6. CITY shall, in its sole discretion, determine the LICENSE FEE for each PROPERTY that is added to Exhibit A. The LICENSE FEES shall increase three percent (3%) annually, on the anniversary of the Effective Date.

- 2.4. Place of Payment. All payments to be paid by LICENSEE as a part of this AGREEMENT shall be payable to "City Treasurer" and be mailed to:

San Diego City Treasurer  
P.O. Box 129030  
San Diego, California 92112-9030

or hand delivered to:

The Office of the City Treasurer  
Civic Center Plaza  
1200 Third Avenue, First Floor  
San Diego, California 92101

CITY may change the place of payment at any time upon thirty (30) days written notice to LICENSEE. Mailed payments shall be deemed paid upon the date the payment is postmarked by the postal authorities. If postmarks are illegible, the payment shall be deemed received only upon actual receipt.

- 2.5. Default and Delinquent Payments. If LICENSEE fails to make any payment under this AGREEMENT when due, LICENSEE shall pay to CITY, in addition to the unpaid amount, five percent (5%) of the unpaid amount, which shall be included in the additional LICENSE FEES for that pay period. If any amount of such payment remains unpaid after fifteen (15) days past due, LICENSEE shall pay to CITY an additional five percent (5%) of the unpaid amount [being a total of ten percent (10%)], which shall be included in the additional LICENSE FEES for that pay period. Notwithstanding the foregoing, in no event shall the charge for late payment of LICENSE FEES be less than twenty-five dollars (\$25). After thirty (30) days past due, unpaid amounts due to CITY under this AGREEMENT may be referred to the San Diego City Treasurer for collection and shall be subject to San Diego Municipal Code section 22.1707, as may be amended from time to time. LICENSEE shall pay to CITY any collection-referral fee and all other fees and charges plus interest as may then be charged by the San Diego City Treasurer under authority of the San Diego Municipal Code. Acceptance of late charges and any portion of the late payment by CITY shall neither constitute a waiver of LICENSEE's breach or default with respect to the late payment nor prevent CITY from exercising any other rights and remedies available at law or in equity. As required by law, LICENSEE is hereby notified that a negative credit report may be submitted to a credit reporting agency if amounts due CITY are not paid when due.
- 2.6. Modification of PROPERTIES. PROPERTIES may be added to or removed from the list on Exhibit A to add or remove new fire stations or for any other reason, upon the mutual written consent of LICENSEE and CITY. The removal of a PROPERTY from Exhibit A

shall terminate LICENSEE's rights under this AGREEMENT with respect to the removed PROPERTY only.

- 2.7. CITY's Consent/Approval. Whenever required under this AGREEMENT, CITY's consent or approval means the written consent or approval of the Mayor of the City of San Diego, or his or her designee ("Mayor"), unless otherwise required by law or expressly provided herein, and shall be made in the Mayor's discretion, subject to all applicable laws, rules, regulations and directives of competent governmental authorities.
- 2.8. Use of PREMISES. LICENSEE may use the PREMISES solely for the LICENSE USE and for no other purpose whatsoever, without CITY'S prior written consent in each instance. CITY is granting LICENSEE a non-exclusive right of entry to enter the PREMISES and make limited use of the PREMISES, based on the terms and conditions of this AGREEMENT. LICENSEE shall use only the designated sleeping quarters assigned by CITY's Fire Department staff. LICENSEE shall only park ambulances inside the fire stations located at each of the PROPERTIES in accordance with Exhibit A. Upon request, LICENSEE may have access to locker(s) on the PREMISES assigned by CITY's Fire Department staff for storage of LICENSEE equipment and LICENSEE staff's personal property, subject to availability at each of the PROPERTIES. No provisions of this AGREEMENT shall be construed to either create a landlord/tenant or agency relationship between CITY and LICENSEE or create any form of an estate or limited estate in favor of LICENSEE. CITY reserves the right to enter upon the PREMISES at all times and to inspect and maintain the PREMISES as CITY deems necessary so long as LICENSEE'S conduct of business is not interrupted.
- 2.9. CITY Removal of LICENSEE Staff from PROPERTIES. CITY may require LICENSEE to remove from the PROPERTIES any agent, employee, invitee, trainee, or volunteer of LICENSEE in the event in the event that CITY determines, in its sole discretion, that the agent, employee, invitee, trainee, or volunteer's presence at the PROPERTIES is disruptive, interferes with CITY's ability to provide fire and emergency medical services, or is not otherwise in compliance with the terms and conditions of this AGREEMENT.
- 2.10. Revocable License. This AGREEMENT is not a lease. This AGREEMENT is a license to use the PREMISES, and may be revoked at will by CITY, in its sole discretion: (a) immediately upon written notice delivered to LICENSEE if LICENSEE breaches any of LICENSEE's obligations under this AGREEMENT, or in case of an emergency; or (b) upon reasonable prior written notice, but not less than one hundred twenty (120) days, delivered to LICENSEE if for CITY's convenience. CITY shall not be obligated to pay, reimburse, or otherwise compensate LICENSEE for any burden or loss, financial or otherwise, which LICENSEE may incur as a result of such revocation or termination of this AGREEMENT. LICENSEE expressly waives any claim for expense or loss which LICENSEE might incur as a result of CITY'S revocation or termination of this AGREEMENT.

2.11. Termination

- a. CITY's Right to Terminate for Convenience. CITY may, at its sole option and for its convenience, terminate this AGREEMENT, as further set forth in Section 2.10.
- b. LICENSEE's Right to Terminate for Convenience. LICENSEE may terminate this AGREEMENT for convenience by giving notice as provided for in Section 2.31. LICENSEE's termination of this AGREEMENT shall be effective sixty (60) calendar days after receipt of the notice by CITY.
- c. Termination of SERVICES AGREEMENT. This AGREEMENT shall terminate automatically upon the termination of the SERVICES AGREEMENT.

2.12. Assignment and Sublicense. LICENSEE shall not assign or sublicense any rights granted by this AGREEMENT or any interest in this AGREEMENT without CITY's prior written consent. Approval of any such proposed assignment or sublicense may be withheld in the sole and absolute discretion of the CITY. Any assignment by operation of law shall automatically terminate this AGREEMENT.

2.13. Compliance with Law. LICENSEE shall, at its sole cost and expense, at all times during its occupancy, use, and maintenance of the PREMISES, comply with all rules, regulations, laws and ordinances, and all direction by competent authority, which now or hereafter pertain to LICENSEE's occupancy, use, and maintenance of the PREMISES.

2.14. Compliance with CITY Rules and Regulations. LICENSEE shall, at its sole cost and expense, at all times during its occupancy, use and maintenance of the PREMISES comply with CITY and CITY's Fire Department rules and regulations, which now or hereafter pertain to LICENSEE's occupancy, use, and maintenance of the PREMISES, including, but not limited to, the applicable sections of the CITY's Fire Department Operations Manual, attached hereto as Exhibit B.

2.15. Drug-Free Workplace. LICENSEE agrees to comply with the CITY's Drug-Free Workplace requirements set forth in Council Policy 100-17, adopted by San Diego Resolution R-277952, and incorporated into this AGREEMENT by this reference.

2.16. Non-Discrimination. LICENSEE shall not discriminate in any manner against any person or persons on account of race, color, religion, gender, gender identity, gender expression, sexual orientation, medical status, national origin, age, marital status, or disability with respect to employment, contracting, admission, or services provided pursuant to this AGREEMENT.

2.17. Local Business and Employment. LICENSEE acknowledges that CITY seeks to promote employment and business opportunities for local residents and firms in all CITY contracts. LICENSEE will, to the extent legally possible, solicit applications for employment, and bids and proposals for subcontracts, for work associated with this AGREEMENT from local residents and firms as opportunities occur. LICENSEE agrees to hire qualified local residents and firms whenever feasible.

- 2.18. Improvements/Alterations. LICENSEE shall not construct any improvements, structures, or installations on the PREMISES, and shall not alter the PREMISES in any way without the prior written consent of CITY in each instance, which may be granted or withheld in CITY's sole and absolute discretion. Except as required by law, CITY shall not be obligated to make any repair or assume any expense for any improvements or alterations to PREMISES.
- 2.19. Signs. LICENSEE shall not erect or display any banners, pennants, flags, posters, signs, decorations, marquees, awnings, or similar devices or advertising on the PREMISES without CITY's prior written consent, which may be granted or withheld in CITY's sole and absolute discretion. If any such unauthorized item is found on the PREMISES, LICENSEE shall remove the item at its expense within twenty-four (24) hours after notice by CITY, or CITY may thereafter summarily remove the item at LICENSEE's cost.
- 2.20. Entry and Inspection. CITY reserves the right to enter and inspect the PREMISES at any time, without notice, so long a LICENSEE's conduct of business is not interrupted.
- 2.21. Insurance. LICENSEE shall not enter or come onto the PROPERTIES, nor begin any use of the PREMISES under this AGREEMENT until it has done all of the following: (a) obtained, and provided to the CITY, insurance certificates reflecting evidence of all insurance required below, however, the CITY reserves the right to request, and the LICENSEE shall submit, copies of any policy upon reasonable request by the CITY; (b) obtained CITY approval of each insurance company or companies; and (c) confirmed that all policies contain the specific provisions required below. LICENSEE's liabilities, including but not limited to LICENSEE's indemnity obligations, under this AGREEMENT, shall not be deemed limited in any way to the insurance coverage required herein. Except as provided for under California law, all policies of insurance required hereunder must provide that CITY is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies. Maintenance of specified insurance coverage is a material element of this AGREEMENT and LICENSEE's failure to maintain or renew coverage or to provide evidence of renewal during the term of this AGREEMENT may be treated as a material breach of contract by the CITY. LICENSEE shall not modify any policy or endorsement thereto which increases CITY's exposure to loss for the duration of this AGREEMENT.
- 2.21.1. Types of Insurance. At all times during the term of this AGREEMENT, LICENSEE shall maintain insurance coverage as follows:
- a. Commercial General Liability (CGL). Insurance written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$2 million per occurrence and subject to an annual aggregate of \$4 million. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

- b. Commercial Automobile Liability. For all of LICENSEE's automobiles including owned, hired, and non-owned automobiles, LICENSEE shall keep in full force and effect, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1 million per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).
  - c. Causes of Loss-Special Form Property Insurance. LICENSEE shall obtain and maintain, at its sole cost, Causes of Loss-Special Form Property Insurance on all of LICENSEE's insurable property related to the LICENSE USE of the PREMISES under this AGREEMENT or the PREMISES in an amount to cover 100 percent (100%) of the replacement cost. LICENSEE shall deliver a certificate of such insurance to the CITY's Department of Real Estate and Airport Management.
  - d. Workers' Compensation. For all of LICENSEE's employees who are subject to this AGREEMENT and to the extent required by the applicable state or federal law, LICENSEE shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide a minimum of \$1 million of employer's liability coverage, and LICENSEE shall provide an endorsement that the insurer waives the right of subrogation against CITY and its respective elected officials, officers, employees, agents, and representatives.
- 2.21.2 Deductibles. All deductibles on any policy shall be the responsibility of LICENSEE and shall be disclosed to CITY at the time the evidence of insurance is provided.
- 2.21.3. Acceptability of Insurers. Except for the State Compensation Insurance Fund, all insurance required by this AGREEMENT shall only be carried by insurance companies with a rating of at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by CITY. CITY will accept insurance provided by non-admitted, "surplus lines" carriers on if the carrier is authorized to do business in the State of California and is included on the list of Eligible Surplus Lines Insurers (LESLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.
- 2.21.4. Modification. To assure protection from and against the kind and extent of risk existing with the LICENSE USE, CITY, at its reasonable discretion, may require the revision of amounts and coverage at any time by giving LICENSEE thirty (30) days prior written notice. LICENSEE shall also obtain any additional insurance required by CITY for new improvements, changed circumstances, or CITY's reasonable re-evaluation of risk levels related to the LICENSE USE.
- 2.21.5. Accident Reports. LICENSEE shall immediately report to CITY any accident causing property damage or injury to persons on the Property or otherwise related

to the LICENSE USE. Such report shall contain the names and addresses of the involved parties, a statement of the circumstances, the date and hour of the accident, the names and addresses of any witnesses, photos or video, if any, and other pertinent information.

- 2.21.6. Severability of Interest. Each policy (except Workers' Compensation and Employers Liability) shall provide that LICENSEE'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.
- 2.21.7. Continuity of Coverage. All policies shall be in effect on or before the first day of the Term, except "course of construction fire insurance" shall be in force on commencement of all authorized construction, and full applicable fire insurance coverage shall be effective upon completion of each insurable improvement. The policies shall be kept in force for the duration of the Term. At least thirty (30) days prior to the expiration of each insurance policy, LICENSEE shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the requirements of this AGREEMENT. LICENSEE shall provide proof of continuing insurance at least annually during the Term. If insurance lapses or is discontinued for any reason, LICENSEE shall immediately notify CITY and obtain replacement insurance as soon as possible.
- 2.21.8. Required Endorsements. The following endorsements to the policies of insurance are required to be provided to the CITY before entering onto the PROPERTIES or initiating any of the LICENSE USE under this AGREEMENT.

Commercial General Liability Insurance Endorsements.

- (i) Additional Insured. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Insured the City of San Diego and its respective elected officials, officers, employees, agents, and representatives with respect to liability arising out of (a) ongoing operations performed by LICENSEE or on LICENSEE's behalf, (b) LICENSEE's products, (c) LICENSEE's work, including but not limited to LICENSEE's completed operations performed by LICENSEE or on LICENSEE's behalf or (d) premises owned, leased, controlled- or used by LICENSEE.
- (ii) Primary and Non-Contributory Coverage. The policy or policies must be endorsed to provide that the insurance afforded by the Commercial General Liability policy or policies is primary to any insurance or self-insurance of the City of San Diego and its elected officials, officers, employees, agents, and representatives as respects operations of the Named Insured. Any insurance maintained by the City of San Diego and its elected officials, officers, employees, agents and representatives shall be in excess of LICENSEE'S insurance and shall not contribute to it.

- (iii) Severability of Interest. The policy or policies must be endorsed to provide that LICENSEE's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

Automobile Liability Insurance Endorsements.

- (iv) Additional Insured. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an insured the City of San Diego and its respective elected officials, officers, employees, agents, and representatives with respect to liability arising out of automobile owned, leased, hired, or borrowed by or on behalf of the LICENSEE.
- (v) Severability of Interest. The policy or policies must be endorsed to provide that LICENSEE's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

Worker's Compensation Insurance Endorsements.

- (vi) Waiver of Subrogation. The Worker's Compensation policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against the CITY and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of this policy or these policies which arise from work performed by the Named Insured for the City.

2.21.9. LICENSEE shall have the right to self-insure with respect to any of the insurance required in this section. LICENSEE shall provide to CITY evidence of self-insurance satisfying the requirements in this section and indicating LICENSEE's self-insured status. Insurance or equivalent risk management covered by a joint powers' insurance authority may also satisfy the provisions of this section

2.22. Indemnification. LICENSEE shall protect, defend, indemnify, and hold CITY and its elected officials, officers, employees, representatives, and agents harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to LICENSEE's officers, employees, invitees, guests, agents, or contractors, which arise out of or are in any manner directly or indirectly connected with this AGREEMENT or LICENSEE's occupancy, use or maintenance of the PREMISES, and all expenses of investigating and defending against same, including without limitation attorney fees and costs; provided, however, that LICENSEE's duty to indemnify and hold harmless shall not include any established liability arising from the sole negligence or willful misconduct of CITY and its elected officials, officers, employees, representatives, and agents. CITY may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If CITY chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification,

LICENSEE shall pay all reasonable costs related thereto, including without limitation reasonable attorney fees and costs.

- 2.23. Nuisance and Noise Disturbances. LICENSEE shall not use the PREMISES in any manner which, in the opinion of the CITY creates a nuisance or disturbs the quiet enjoyment of persons in the surrounding area or that violates the CITY's Noise Abatement and Control Ordinance (Chapter 5, Article 9.5 of the San Diego Municipal Code, as amended from time to time).
- 2.24. Encumbrances. LICENSEE shall keep the PREMISES free from all encumbrances and liens of any nature. LICENSEE shall protect, defend, indemnify, and hold CITY harmless from and against any and all such encumbrances and/or liens, and from and against any claim, liability, cost, or expense, including without limitation reasonable attorney fees and costs, relating to or charged against the PREMISES, including without limitation LICENSEE'S failure or the failure of any contractor or subcontractor hired by LICENSEE to pay any person or persons entitled to lien or encumber the PREMISES pursuant to the California Civil Code.
- 2.25. Maintenance and Repair. As it relates to LICENSEE's actual use and activities, LICENSEE shall, at LICENSEE's sole cost and expense and to CITY'S satisfaction, maintain the PREMISES in good order, and in a safe, healthy, and sanitary condition at all times during the Term, subject to normal and ordinary wear and tear resulting from the LICENSE USE. LICENSEE shall keep the PREMISES free and clear of rubbish, debris and litter caused by the LICENSE USE. Upon CITY's request, LICENSEE's staff shall assist CITY's Fire Department staff in the cleaning of the PREMISES, including, but not limited to, LICENSEE's designated sleeping areas, common areas, and bathrooms. LICENSEE shall be responsible, at its sole cost and expense, for the repair or replacement of any damage to the PROPERTIES caused directly or indirectly by LICENSEE's use or maintenance of the PROPERTIES, including items that CITY staff has reasonably determined to be damaged by LICENSEE. LICENSEE shall be responsible, at its sole cost and expense, for the removal of any pests, including without limitation, bed bugs, within LICENSEE's assigned sleeping quarters, including the replacement of any items that CITY staff has determined to be damaged by such pests. LICENSEE shall comply with the reasonable direction of CITY's Fire Department with respect to the method of any cleaning, maintenance, repairs, or replacement arising under this AGREEMENT. CITY shall be solely responsible for any maintenance or repairs to the PREMISES required to comply with any federal, State, or local regulations. LICENSEE shall be responsible, at its sole cost and expense, for any upgrades to the PREMISES required to comply with any federal, State, or local regulations which are caused by LICENSEE's use of the PREMISES.
- 2.26. Vehicular Traffic. All vehicular traffic shall be confined to concrete, asphalt or decomposed aggregate surfaces unless otherwise approved in writing by CITY prior to the commencement of the AGREEMENT, which approval may be granted or withheld in CITY's sole and absolute discretion.
- 2.27. Waiver. CITY'S failure to insist upon the strict performance of any of LICENSEE'S obligations under this AGREEMENT, in one or more instance, shall not be construed as a

waiver of any such obligation, and the same shall remain in full force and effect. The property constituting the PREMISES is CITY-owned and held in trust for the benefit of CITY'S citizens. CITY's waiver of a default shall not be a waiver of any other default. Any waiver of a default must be in a writing executed by CITY to constitute a valid and binding waiver. CITY's delay or failure to exercise a right or seek a remedy shall not be deemed a waiver of that or any other right or remedy under this AGREEMENT, at law, or in equity. The exercise of any particular right or the use of any particular remedy for any default shall not waive the use of any other right or remedy for the same default or for another or later default. CITY'S failure to discover a breach of any obligation under this AGREEMENT, or take prompt action to require the cure of any such breach shall not result in an equitable estoppel, but CITY may at any and all times require the cure of any such breach.

- 2.28. Unauthorized Uses. The PREMISES shall not be used to engage in activities other than those authorized by LICENSE USE. Use of CITY-provided resources shall be limited to necessary and reasonable use related to LICENSE USE, as authorized by this AGREEMENT. Any activities carried out on at PREMISES beyond those authorized by LICENSE USE may be treated by CITY as a material breach of this AGREEMENT.
- 2.29. LICENSEE's Waiver. LICENSEE expressly waives any claim against CITY and its elected officials, officers, employees, representatives, and agents for any burden, expense, or loss which LICENSEE incurs as a result of CITY's revocation or termination of this AGREEMENT.
- 2.30. California Public Records Act. CITY shall determine, in its sole discretion, whether this AGREEMENT or information provided to CITY by LICENSEE pursuant to this AGREEMENT is or is not a public record subject to disclosure under the California Public Records Act ("CPRA"). LICENSEE shall hold CITY, its elected officials, officers, employees, agents, and representatives harmless for CITY's disclosure of any such information in response to a request for information under the CPRA.

CITY shall not be liable or obligated for any burden or loss (financial or otherwise) incurred by LICENSEE as a result of CITY's disclosure or non-disclosure of this AGREEMENT or LICENSEE information requested pursuant to the CPRA. LICENSEE EXPRESSLY WAIVES ANY CLAIM AGAINST CITY AND ITS ELECTED OFFICIALS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AND AGENTS FOR ANY BURDEN, EXPENSE OR LOSS WHICH LICENSEE INCURS AS A RESULT OF CITY'S DISCLOSURE OR NON-DISCLOSURE OF THIS AGREEMENT OR ANY LICENSEE INFORMATION REQUESTED PURSUANT TO THE CPRA.

- 2.31. Notice. In all cases where written notice is required under this AGREEMENT, service of such notice shall be deemed sufficient if the notice is deposited in the United States mail, postage prepaid. Proper notice shall be effective on the date it is mailed, unless otherwise provided in this AGREEMENT.

For the purposes of this AGREEMENT, unless otherwise modified by written amendment to this AGREEMENT, notice to CITY shall be addressed to:

City of San Diego  
Real Estate Assets Department  
Attn: Director  
1200 Third Avenue, Suite 1700  
San Diego, CA 92101

Notice to LICENSEE shall be addressed to:

FALCK MOBILE HEALTH CORP.  
1517 W. Braden Court  
Orange, CA 92868

- 2.32. Governmental Approvals. By entering into this AGREEMENT, neither CITY nor CITY's City Council is obligating itself to LICENSEE or to any governmental agent, board, commission or agency with regard to any other discretionary action relating to LICENSEE's occupancy, use, development, maintenance, or restoration of the PREMISES. "Discretionary action" includes without limitation re-zonings, variances, environmental clearances, and all other required governmental approvals.
- 2.33. Permits & Approvals. LICENSEE, at LICENSEE's sole cost and expense, shall obtain all required permits, licenses, and approvals from the applicable local, state, and federal authorities, including without limitation from CITY.
- 2.34. Equal Pay Ordinance. Unless an exception applies, LICENSEE shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. LICENSEE shall certify in writing that it will comply with the requirements of the Equal Pay Ordinance throughout the Term.
- 2.34.1. LICENSEE and Sub-licensee Requirement. The Equal Pay Ordinance applies to any sub-licensee of the PREMISES to the same extent as it would apply to LICENSEE. LICENSEE shall require sub-licensees to certify compliance with the Equal Pay Ordinance.
- 2.34.2. Notice Requirement. LICENSEE must post a notice informing its employees of their rights under the Equal Pay Ordinance in their workplace or job site.
- 2.35. Disabled Access Compliance. LICENSEE shall, as applicable to the PREMISES and LICENSEE's possession, use, and occupancy of the PREMISES, comply with all accessibility requirements under California Government Code sections 11135-11139.5; Title 24 of the California Code of Regulations (i.e., the "California Building Code"); the Federal Rehabilitation Act of 1973, Section 504, Title V; the Americans with Disabilities Act of 1990 ("ADA"); and all other applicable state and federal laws, rules, and regulations of competent governmental authority enacted protecting the rights of people with disabilities. When a conflict exists between any federal or state accessibility requirements, LICENSEE will follow the most restrictive accessibility requirement (i.e., that which provides the most access). LICENSEE's compliance shall include without limitation the following:

- 2.35.1. LICENSEE shall not discriminate against qualified persons with disabilities in any aspects of employment, including recruitment, hiring, promotions, conditions and privileges of employment, training, compensation, benefits, discipline, layoffs, and termination of employment;
  - 2.35.2. No qualified individual with a disability may be excluded on the basis of disability from participation in, or be denied the benefits of, services, programs, or activities of LICENSEE;
  - 2.35.3. LICENSEE shall post a statement addressing the requirements of the ADA in a prominent place at the work site;
  - 2.35.4. Where required by law, all improvements, fixtures, structures, or installations on the PREMISES will comply with municipal, state, and federal accessibility requirements by bringing up to code and making accessible any areas of the PREMISES which deny access to individuals with disabilities. All improvements and alterations required by LICENSEE will be at LICENSEE's sole expense. For any such improvements and alterations required by LICENSEE, LICENSEE shall, at LICENSEE's sole cost and in conformance with all applicable building codes and accessibility regulations, comply with applicable disabled-access requirements by making accessible any areas of the PREMISES which deny access to disabled persons; and
  - 2.35.5. LICENSEE shall include language in each sublicense agreement, if any, indicating the sublicensee's agreement to abide by the provisions of this section.
  - 2.35.6. LICENSEE's failure to comply with the accessibility requirements of this section or submitting false information in response to these accessibility requirements, or both, will be a default of this AGREEMENT.
  - 2.35.7. LICENSEE and each of its sublicensees, if any, shall be individually responsible for their own ADA compliance program.
- 2.36. Equal Benefits. LICENSEE will comply with San Diego Municipal Code sections 22.4301-22.4308, as may be amended from time to time, which require applicable parties of CITY-owned property to offer the same employment benefits to employees with spouses and employees with registered domestic partners. By signing this AGREEMENT, LICENSEE certifies that it will maintain such equal benefits throughout the Term of this AGREEMENT. LICENSEE'S failure to maintain equal benefits will be a default of this AGREEMENT.
- 2.37. CITY Employee Participation Policy. CITY may unilaterally and immediately terminate this AGREEMENT if LICENSEE employs an individual who, within the twelve (12) months immediately preceding such employment did, in their capacity as a CITY officer or employee, participate in negotiations with or otherwise have an influence on a recommendation made to the San Diego City Council related to the selection of LICENSEE for this AGREEMENT. It is not the intent of this policy that these provisions apply to members of the City Council.

- 2.38. Accessibility Assessment. In accordance with California Civil Code section 1938, CITY hereby states that the PREMISES has not been inspected by a Certified Access Specialist (CAsp).

Further, pursuant to California Civil Code section 1938(e), CITY is required to state: "A Certified Access Specialist (CAsp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CAsp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CAsp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CAsp inspection, the payment of the fee for the CAsp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises."

- 2.39. No Affiliation. This AGREEMENT is between independent entities. Nothing in this AGREEMENT is intended to create the relationship of agent, servant, employee, partnership, joint venture, or association. Any provisions in the AGREEMENT that may appear to give CITY any right to direct the LICENSEE concerning the details of performance, or to exercise any control over such performance, shall mean only that LICENSEE shall follow the direction of CITY concerning the LICENSE USE.

- 2.40. Hazardous Materials. LICENSEE shall not allow the illegal installation, storage, utilization, generation, sale or release of any Hazardous Substance or otherwise regulated substances in, on, under or from the PREMISES by any of LICENSEE's officers, employees, agents, contractors, invitees and guests. LICENSEE and LICENSEE's officers, employees, agents, contractors, invitees and guests shall not install, store, utilize, generate or sell any Hazardous Substance on the PREMISES without CITY's prior written consent. LICENSEE shall, prior to initiating any operations, obtain all required permits from applicable regulatory agencies, including without limitation the San Diego County Department of Environmental Health, local fire agencies, the San Diego County Department of Weights and Measures, the San Diego County Air Pollution Control District, and the San Diego Regional Water Quality Control Board. Installing, utilizing, storing, or any other presence of a Hazardous Substance includes boxes, bags, bottles, drums, cylinders, above or below ground tanks, equipment with tanks, or any other type of container, equipment or device which holds or incorporates a Hazardous Substance or hazardous waste.

- a. Release. For all purposes of this AGREEMENT, a "release" shall include without limitation any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or otherwise disposing of a Hazardous Substance.
- b. Hazardous Substance. For all purposes of this AGREEMENT, "Hazardous Substance" shall mean any substance listed by the Environmental Protection Agency or the State of California as a hazardous substance, and all types of petroleum-related substances and their chemical constituents.

- c. Remediation. If LICENSEE's occupancy, use, development, maintenance, or restoration of the PREMISES results in a release of a Hazardous Substance, LICENSEE shall pay all costs of remediation and removal to the CITY's satisfaction for unrestricted reuse of the PREMISES, and in accordance with all applicable laws, rules, and regulations of governmental authorities.
- d. Removal. If LICENSEE or LICENSEE's officers, employees, agents, contractors, invitees and guests has received approval and permits to store, utilize, generate or install, or otherwise bring Hazardous Substances to the PREMISES, LICENSEE shall remove all Hazardous Substances in any type of container, equipment or device from the PREMISES immediately upon or prior to the expiration or earlier termination of this AGREEMENT. CITY reserves the right to conduct inspections of the PREMISES and/or request documentation demonstrating the legal removal and/or disposal of the hazardous materials, wastes or other containers, equipment or devices from the PREMISES. LICENSEE shall be responsible for any and all costs incurred by CITY to remove any container, equipment or device requiring disposal or removal as required by this provision.
- e. Indemnity. LICENSEE shall protect, defend, indemnify, and hold CITY harmless from any and all claims, costs, and expenses related to environmental liabilities resulting from LICENSEE's occupancy, use, development, maintenance, or restoration of the PREMISES, including without limitation: (i) costs of environmental assessments; (ii) costs of regulatory remediation oversight; (iii) costs of remediation and removal; (iv) any necessary CITY response costs; (v) all fines, penalties or fees assessed by any regulatory agency; (vi) damages for injury to natural resources, LICENSEE's officers, employees, invitees, guests, agents or contractors, or the public; and (vii) all costs of any health assessments or health effect studies.
- f. Notice of Release. If LICENSEE knows or has reasonable cause to believe that a Hazardous Substance has been released on, from or beneath the PREMISES, LICENSEE shall immediately notify CITY and any appropriate regulatory or reporting agency pursuant to California Code of Regulations Title 19 and any other applicable laws or regulations. LICENSEE shall deliver a written report thereof to CITY within three (3) days after receipt of the knowledge or cause for belief and submit any required written reports to regulatory or reporting agencies as required by regulation or law. If LICENSEE knows or has reasonable cause to believe that such substance is an imminent release or is an imminent substantial danger to public health and safety, LICENSEE shall take all actions necessary to alleviate the danger. LICENSEE shall immediately notify CITY in writing of any violation, notice to comply, or notice of violation received or the initiation of environmental actions or private suits related to the PREMISES.
- g. Environmental Assessment. Upon reasonable cause to believe that LICENSEE's occupancy, use, development, maintenance, or restoration of the PREMISES resulted in any Hazardous Substance being released on, from or beneath the PREMISES, CITY may cause an environmental assessment under regulatory oversight of the suspect area to be performed by a professional environmental consultant registered with the State of California as a Professional Engineer,

Certified Engineering Geologist or Registered Civil Engineer. The environmental assessment shall be obtained at LICENSEE's sole cost and expense, and shall establish what, if any, Hazardous Substances have more likely than not been caused by LICENSEE's occupancy, use, development, maintenance, or restoration of the PREMISES, and in what quantities. If any such Hazardous Substances exist in quantities greater than allowed by CITY, county, state or federal laws, statutes, ordinances or regulations, or require future restricted re-use of the PREMISES, then the environmental assessment shall include a discussion of such substances with recommendations for remediation and removal necessary to effect unrestricted re-use and in compliance with those laws or statutes, and estimates of the cost of such remediation or removal. LICENSEE shall cause, or if LICENSEE fails to do so within a reasonable period of time, as determined by CITY in its sole discretion, then CITY may cause, the remediation and/or removal recommended in the environmental assessment such that unrestricted re-use of the PREMISES and compliance with environmental laws and regulations are achieved, and LICENSEE shall pay all costs and expenses therefor.

- 2.41. Storm Water Pollution Prevention Program. CITY and LICENSEE are committed to the implementation of controls (best management practices, or BMPs) to manage activities on the PREMISES in a manner which aids in the protection of City's precious water resources. It is LICENSEE's responsibility to identify and implement an effective combination of BMPs so as not to cause pollutant discharges to the storm drain system in violation of San Diego Storm Water Management and Discharge Control Ordinance (San Diego Municipal Code sections 43.0301 to 43.0312).

Therefore, LICENSEE will, at a minimum, implement and comply, as applicable, with the Minimum Industrial and Commercial BMPs adopted under the San Diego Municipal Code section 43.0307(a).

It is ultimately LICENSEE's responsibility to prevent pollutant discharges to the storm drain system. Therefore, LICENSEE will identify and implement any additional BMPs that may be required to avoid the discharge of pollutants to the storm drain system.

- 2.42. Severability. The unenforceability, invalidity, or illegality of any provision of this AGREEMENT shall not render any other provision of this AGREEMENT unenforceable, invalid, or illegal.
- 2.43. Joint and Several Liability. If LICENSEE is comprised of more than one person or legal entity, such persons and entities, and each of them, shall be jointly and severally liable for the performance of each and every obligation of LICENSEE under this AGREEMENT.
- 2.44. Charter Section 225. Pursuant to City Charter Section 225, LICENSEE and each of its assignees and sublicensees shall make a full and complete disclosure of the name and identity of all natural persons who will receive more than ten percent (10%) of the contracted amount or who owns more than ten percent (10%) of the entity entering into this AGREEMENT or receiving or assuming any rights or obligations under this AGREEMENT.

- 2.45. Cumulative Remedies. CITY's rights and remedies under this AGREEMENT are cumulative and shall not limit or otherwise waive or deny any of CITY's rights or remedies at law or in equity.
- 2.46. Survival. Any obligation which accrues under this AGREEMENT prior to its expiration or termination shall survive such expiration or termination.
- 2.47. Exhibits Incorporated. All Exhibits referenced in this AGREEMENT are incorporated into this AGREEMENT by this reference.
- 2.48. Acceptance of PREMISES. By signing this AGREEMENT, LICENSEE represents and warrants that it has independently inspected the PREMISES and made all tests, investigations and observations necessary to satisfy itself as to the condition of the PREMISES and its suitability for the LICENSE USE. LICENSEE further represents and warrants that it is not relying on any representation by CITY as to the condition of the PREMISES or its suitability for the LICENSE USE, and that LICENSEE is relying solely on its own and independent inspections, tests, investigations and observations of the PREMISES in entering into this AGREEMENT. LICENSEE accepts the PREMISES in its current condition. LICENSEE acknowledges and agrees that unless set forth in this AGREEMENT, CITY has no obligation to improve, modify, repair, replace, alter, secure, or otherwise develop the PREMISES at any time either prior to, on or after the EFFECTIVE DATE. LICENSEE shall not hold CITY responsible for any defects in the PREMISES. LICENSEE accepts and assumes all risk of harm to all persons and property from any defects in the PREMISES or any improvements thereon and shall be solely responsible therefor.
- 2.49. Entire Agreement. This AGREEMENT supersedes all previous Agreements between the parties relating to LICENSEE's use of the PREMISES and constitutes the entire agreement between the parties. Any modification, alteration, or amendment of this AGREEMENT shall be in writing and signed by all the parties hereto.
- 2.50. Applicable Law, Venue, and Jurisdiction. This AGREEMENT shall be governed by and construed in accordance with California law. Any action by a party to this AGREEMENT to enforce or interpret its terms shall be maintained in the San Diego County Superior Court or the Federal District Court for the Southern District of California.
- 2.51. Counterparts and Electronic Signatures. This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed to constitute an original, but all of which, when taken together, shall constitute one and the same instrument. Electronic signatures shall be deemed to be original signatures and each party hereto may rely on an electronic signature as an original for purposes of enforcing this AGREEMENT.
- 2.52. Authority to Contract. Each individual executing this AGREEMENT on behalf of another person or legal entity represents and warrants that he/she is authorized to execute and deliver this AGREEMENT on behalf of such person or entity in accordance with duly adopted resolutions or other authorizing actions which are necessary and proper and under such legal entity's articles, charter, bylaws, or other written rules of conduct or governing agreement, and that this AGREEMENT is binding upon such person or entity in accordance with its terms. Each person executing this AGREEMENT on behalf of another

person or legal entity shall provide CITY with evidence, satisfactory to CITY, that such authority is valid.

IN WITNESS WHEREOF, this Agreement is executed to be effective as of the later date the Agreement is signed by the parties and approved by the City Attorney ("EFFECTIVE DATE").

Licensee:

FALCK MOBILE HEALTH CORP.

By: Troy Hagen  
Troy Hagen (Nov 18, 2021 11:51 PST)  
Troy Hagen  
Vice President

By: Brian Richmond  
Brian Richmond (Nov 18, 2021 11:56 PST)  
Brian M. Richmond  
Secretary

Licensor:

CITY OF SAN DIEGO, a California municipal corporation

By: Penny Maus  
Penny Maus (Nov 18, 2021 13:50 PST)  
Penny Maus, Director  
Real Estate Assets Department

APPROVED as to form this \_\_\_\_\_ day  
of \_\_\_\_\_, 2021.

MARA W. ELLIOTT, City Attorney

By: Julie Gough Inman  
Julie Gough Inman (Nov 18, 2021 14:17 PST)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT A

| Station & Location                                                                     | Location                 | Unit | Apparatus floor parking | Sup Vehicle | Outside Amb Parking | EMT Bedroom | PM Bedroom | Sup Bedroom | Intern Bedroom | Station Amenities | Communications System | Secured Emp parking | Unsecured Emp parking | Balljoon Staging | Entertainment System | Gymnasium | TOTAL    |
|----------------------------------------------------------------------------------------|--------------------------|------|-------------------------|-------------|---------------------|-------------|------------|-------------|----------------|-------------------|-----------------------|---------------------|-----------------------|------------------|----------------------|-----------|----------|
| Sta 1 B-1                                                                              | 12-22 First Ave          | M1   | \$1,500.00              | \$500       | \$500               | \$300       | \$300      | \$300       | \$100          | \$200             | \$100                 | \$200               | \$100                 | \$50.00          | \$50.00              | \$0       | \$4,150  |
| Sta 9 B-5                                                                              | 7870 La Jolla Pkwy       | M9   | \$1,500.00              |             |                     | \$300.00    | \$300.00   |             |                | \$200.00          |                       | \$200.00            |                       | \$50.00          | \$50.00              | \$50.00   | \$2,050  |
| Sta 11 B-1                                                                             | 943 25th St              | M11  | \$1,500.00              |             |                     | \$300.00    | \$300.00   |             | \$100.00       | \$200.00          |                       | \$200.00            |                       | \$50.00          | \$50.00              | \$50.00   | \$2,750  |
| Sta 12 B-6                                                                             | 4934 Imperial Ave        | M12  | \$1,500.00              |             |                     | \$300.00    | \$300.00   |             |                | \$200.00          |                       | \$200.00            |                       | \$50.00          | \$50.00              | \$50.00   | \$2,650  |
| Sta 17 B-4                                                                             | 4236 Chalmers Ave        | M17  | \$1,500.00              |             |                     | \$300.00    | \$300.00   |             | \$100.00       | \$200.00          |                       | \$200.00            |                       | \$50.00          | \$50.00              | \$50.00   | \$2,750  |
| Sta 18 B-4                                                                             | 4676 Fallon St           | M18  | \$1,500.00              |             |                     | \$300.00    | \$300.00   |             |                | \$200.00          |                       | \$200.00            |                       | \$50.00          | \$50.00              | \$50.00   | \$2,650  |
| Sta 19 B-6                                                                             | 3434 Oceanview Blvd      | M19  | \$1,500.00              |             | \$500.00            |             |            |             |                | \$200.00          |                       | \$200.00            |                       | \$50.00          | \$50.00              | \$50.00   | \$900    |
| Sta 20 B-3                                                                             | 3505 Kemper St           | M20  | \$1,500.00              |             | \$500.00            |             |            |             |                | \$200.00          |                       | \$200.00            |                       | \$50.00          | \$50.00              | \$50.00   | \$900    |
| Sta 20 B-3                                                                             | 3505 Kemper St           | M20  | \$1,500.00              |             | \$500.00            |             |            |             |                | \$200.00          |                       | \$200.00            |                       | \$50.00          | \$50.00              | \$50.00   | \$900    |
| Sta 21 B-3                                                                             | 750 Grand Ave            | M21  | \$1,500.00              |             |                     | \$300.00    | \$300.00   |             | \$100.00       | \$200.00          |                       | \$200.00            |                       | \$50.00          | \$50.00              | \$50.00   | \$2,750  |
| Sta 22 B-3                                                                             | 1555 Catalina Blvd       | M22  | \$1,500.00              |             | \$500.00            |             |            |             | \$100.00       | \$200.00          |                       | \$200.00            |                       | \$50.00          | \$50.00              | \$50.00   | \$900    |
| Sta 23 B-2                                                                             | 21 90 Constock St        | M23  | \$1,500.00              |             |                     | \$300.00    | \$300.00   |             |                | \$200.00          |                       | \$200.00            |                       | \$50.00          | \$50.00              | \$50.00   | \$900    |
| Sta 24 B-5                                                                             | 11077 Hartfield Ave      | M24  | \$1,500.00              |             |                     | \$300.00    | \$300.00   |             | \$100.00       | \$200.00          |                       | \$200.00            | \$100.00              | \$50.00          | \$50.00              | \$50.00   | \$2,750  |
| Sta 26 B-4                                                                             | 2150 54th St             | M26  | \$1,500.00              |             |                     | \$300.00    | \$300.00   |             |                | \$200.00          |                       | \$200.00            |                       | \$50.00          | \$50.00              | \$50.00   | \$1,950  |
| Sta 28 B-2                                                                             | 3180 Kearny Villa Rd     | M28  | \$1,500.00              |             | \$500.00            |             |            |             |                | \$200.00          |                       | \$200.00            |                       | \$50.00          | \$50.00              | \$50.00   | \$900    |
| Sta 29 B-6                                                                             | 118 W San Ysidro Blvd    | M29  | \$1,500.00              |             | \$500.00            |             |            |             |                | \$200.00          |                       | \$200.00            |                       | \$50.00          | \$50.00              | \$50.00   | \$900    |
| Sta 29 B-6                                                                             | 1179 W San Ysidro Blvd   | M29  | \$1,500.00              |             | \$500.00            |             |            |             |                | \$200.00          |                       | \$200.00            |                       | \$50.00          | \$50.00              | \$50.00   | \$900    |
| Sta 30 B-6                                                                             | 2255 Colorado Ave        | M30  | \$1,500.00              |             |                     | \$300.00    | \$300.00   |             |                | \$200.00          |                       | \$200.00            |                       | \$50.00          | \$50.00              | \$50.00   | \$2,650  |
| Sta 31 B-4                                                                             | 6002 Camino Rico         | M31  | \$1,500.00              |             |                     | \$300.00    | \$300.00   |             |                | \$200.00          |                       | \$200.00            |                       | \$50.00          | \$50.00              | \$50.00   | \$2,650  |
| Sta 32 B-6                                                                             | 4841 Briarwood Rd        | M32  | \$1,500.00              |             |                     | \$300.00    | \$300.00   |             |                | \$200.00          |                       | \$200.00            |                       | \$50.00          | \$50.00              | \$50.00   | \$2,650  |
| Sta 33 B-7                                                                             | 15866 Bernardo Center Dr | M33  | \$1,500.00              |             |                     | \$300.00    | \$300.00   |             |                | \$200.00          |                       | \$200.00            |                       | \$50.00          | \$50.00              | \$50.00   | \$2,650  |
| Sta 35 B-5                                                                             | 4285 Encinitas Mall      | M35  | \$1,500.00              |             | \$500.00            |             |            |             |                | \$200.00          |                       | \$200.00            |                       | \$50.00          | \$50.00              | \$50.00   | \$900    |
| Sta 36 B-2                                                                             | 3855 Chateau Dr          | M36  | \$1,500.00              |             | \$500.00            |             |            |             | \$100.00       | \$200.00          |                       | \$200.00            |                       | \$50.00          | \$50.00              | \$50.00   | \$2,750  |
| Sta 36 B-2                                                                             | 3855 Chateau Dr          | M36  | \$1,500.00              |             | \$500.00            |             |            |             | \$100.00       | \$200.00          |                       | \$200.00            |                       | \$50.00          | \$50.00              | \$50.00   | \$900    |
| Sta 37 B-7                                                                             | 11640 Spring Canyon Rd   | M37  | \$1,500.00              |             |                     | \$300.00    | \$300.00   |             |                | \$200.00          |                       | \$200.00            |                       | \$50.00          | \$50.00              | \$50.00   | \$2,650  |
| Sta 37 B-7                                                                             | 11640 Spring Canyon Rd   | M37  | \$1,500.00              | \$500.00    |                     | \$300.00    | \$300.00   |             | \$100.00       | \$200.00          |                       | \$200.00            |                       | \$50.00          | \$50.00              | \$50.00   | \$2,650  |
| Sta 38 B-7                                                                             | 1441 New Salem St        | M38  | \$1,500.00              |             |                     | \$300.00    | \$300.00   |             |                | \$200.00          |                       | \$200.00            |                       | \$50.00          | \$50.00              | \$50.00   | \$2,650  |
| Sta 39 B-4                                                                             | 1949 La Cuesta Dr        | M39  | \$1,500.00              |             |                     | \$300.00    | \$300.00   |             |                | \$200.00          |                       | \$200.00            |                       | \$50.00          | \$50.00              | \$50.00   | \$2,650  |
| Sta 40 B-7                                                                             | 3993 Salmon River Rd     | M40  | \$1,500.00              |             | \$500.00            |             |            |             |                | \$200.00          |                       | \$200.00            |                       | \$50.00          | \$50.00              | \$50.00   | \$1,650  |
| Sta 41 B-5                                                                             | 4914 Carroll Canyon Rd   | M41  | \$1,500.00              |             |                     | \$300.00    | \$300.00   |             |                | \$200.00          |                       | \$200.00            |                       | \$50.00          | \$50.00              | \$50.00   | \$2,650  |
| Sta 42 B-7                                                                             | 12119 World Trade Dr     | M42  | \$1,500.00              |             |                     | \$300.00    | \$300.00   |             |                | \$200.00          |                       | \$200.00            |                       | \$50.00          | \$50.00              | \$50.00   | \$2,650  |
| Sta 43 B-6                                                                             | 4590 La Media Rd         | M43  | \$1,500.00              |             | \$500.00            |             |            |             |                | \$200.00          |                       | \$200.00            |                       | \$50.00          | \$50.00              | \$50.00   | \$1,650  |
| Sta 43 B-6                                                                             | 4591 La Media Rd         | M43  | \$1,500.00              |             | \$500.00            |             |            |             |                | \$200.00          |                       | \$200.00            |                       | \$50.00          | \$50.00              | \$50.00   | \$1,650  |
| Sta 44 B-7                                                                             | 10011 Black Mountain Rd  | M44  | \$1,500.00              |             |                     | \$300.00    | \$300.00   |             |                | \$200.00          |                       | \$200.00            |                       | \$50.00          | \$50.00              | \$50.00   | \$2,650  |
| Sta 44 B-7                                                                             | 10011 Black Mountain Rd  | M44  | \$1,500.00              |             | \$500.00            |             |            |             |                | \$200.00          |                       | \$200.00            |                       | \$50.00          | \$50.00              | \$50.00   | \$2,650  |
| Sta 44 B-7                                                                             | 10012 Black Mountain Rd  | M44  | \$1,500.00              |             | \$500.00            |             |            |             | \$100.00       | \$200.00          |                       | \$200.00            |                       | \$50.00          | \$50.00              | \$50.00   | \$2,750  |
| Sta 50 B-5                                                                             | 7177 Shoreline Dr        | M50  | \$1,500.00              |             |                     | \$300.00    | \$300.00   |             |                | \$200.00          |                       | \$200.00            |                       | \$50.00          | \$50.00              | \$50.00   | \$2,650  |
| Sta 50 B-5                                                                             | 7177 Shoreline Dr        | M50  | \$1,500.00              |             |                     | \$300.00    | \$300.00   |             | \$300.00       | \$200.00          |                       | \$200.00            |                       | \$50.00          | \$50.00              | \$50.00   | \$2,350  |
| Sta 51 B-6                                                                             | 7180 Skyline Dr          | M51  | \$1,500.00              |             | \$500.00            |             |            |             |                | \$200.00          |                       | \$200.00            |                       | \$50.00          | \$50.00              | \$50.00   | \$900    |
| Sta 51 B-6                                                                             | 7180 Skyline Dr          | M51  | \$1,500.00              |             | \$500.00            |             |            |             |                | \$200.00          |                       | \$200.00            |                       | \$50.00          | \$50.00              | \$50.00   | \$900    |
| NTC                                                                                    | 12580 Kincaid Rd         | M15  |                         |             | \$500.00            |             |            |             |                | \$200.00          |                       | \$200.00            | \$1,100.00            |                  |                      |           | \$800.00 |
| Apparatus Floor Parking - includes all hook-ups to chugging and exhaust (if necessary) |                          |      |                         |             |                     |             |            |             |                |                   |                       |                     |                       |                  |                      |           |          |
| TOTAL                                                                                  |                          |      |                         |             |                     |             |            |             |                |                   |                       |                     |                       |                  |                      |           |          |

Apparatus Floor Parking - Includes all hook-ups to charging and exhaust (if necessary)

Outside Ambulance Parking - Includes charging cord

EMT, PM & Supervisor Bedrooms - Includes personal locker

Station amenities - Includes bathroom with showers, kitchen access to include refrigerator, stove, microwave and dishware.

Communication System - Refers to the station alerting system which is not being offered to Falc.

Unsecured Employee Parking - Parking for POV that can be accessed by the public.

Balljoon Staging - Refers to the use of common sitting area for crews.

Entertainment System - Refers to the use of all Television and Stereo systems in the station.

Gymnasium - Refers to work-out area and equipment on the premises of the station.

## EXHIBIT A

| Station |    | Address                  |
|---------|----|--------------------------|
| Airport | B1 | 3698 Pacific Highway     |
| Sta 1   | B1 | 1222 First Ave           |
| Sta 2   | B1 | 875 W Cedar St           |
| Sta 3   | B1 | 725 W Kalmia St          |
| Sta 4   | B1 | 404 Eighth Ave           |
| Sta 5   | B2 | 3902 9 <sup>th</sup> Ave |
| Sta 6   | B6 | 693 Twining Ave          |
| Sta 7   | B1 | 944 Cesar E. Chavez Pkwy |
| Sta 8   | B2 | 3974 Goldfinch St        |
| Sta 9   | B5 | 7870 La Jolla Pkwy       |
| Sta 10  | B4 | 4605 62 <sup>nd</sup> St |
| Sta 11  | B1 | 945 25 <sup>th</sup> St  |
| Sta 12  | B6 | 4964 Imperial Ave        |
| Sta 13  | B5 | 809 Nautilus St          |
| Sta 14  | B2 | 4011 32 <sup>nd</sup> St |
| Sta 15  | B3 | 4711 Voltaire St         |
| Sta 16  | B5 | 2110 Via Casa Alta       |
| Sta 17  | B4 | 4206 Chamoune Ave        |
| Sta 18  | B2 | 4676 Felton St           |
| Sta 19  | B6 | 3434 Oceanview Blvd      |
| Sta 20  | B3 | 3305 Kemper St           |
| Sta 21  | B3 | 750 Grand Ave            |
| Sta 22  | B3 | 1055 Catalina Blvd       |
| Sta 23  | B2 | 2190 Comstock St         |
| Sta 24  | B5 | 13077 Hartfield Ave      |
| Sta 25  | B3 | 1972 Chicago St          |
| Sta 26  | B4 | 2850 54 <sup>th</sup> St |
| Sta 27  | B3 | 5064 Clairemont Dr       |
| Sta 28  | B2 | 3880 Kearny Villa Rd     |
| Sta 29  | B6 | 198 W San Ysidro Blvd    |
| Sta 30  | B6 | 2265 Coronado Ave        |
| Sta 31  | B4 | 6002 Camino Rico         |
| Sta 32  | B6 | 484 Briarwood Rd         |

## EXHIBIT A

| Station  |    | Address                     |
|----------|----|-----------------------------|
| Sta 33   | B7 | 16966 Bernardo Center Dr    |
| Sta 34   | B4 | 6565 Cowles Mountain Blvd   |
| Sta 35   | B5 | 4285 Eastgate Mall          |
| Sta 36   | B2 | 5855 Chateau Dr             |
| Sta 37   | B7 | 11640 Spring Canyon Rd      |
| Sta 38   | B7 | 8441 New Salem St           |
| Sta 39   | B4 | 4949 La Cuenta Dr           |
| Sta 40   | B7 | 13393 Salmon River Rd       |
| Sta 41   | B5 | 4914 Carroll Canyon Rd      |
| Sta 42   | B7 | 12119 World Trade Dr        |
| Sta 43   | B6 | 1590 La Media Rd            |
| Sta 44   | B4 | 10011 Black Mountain Rd     |
| Sta 45   | B4 | 9366 Friars Rd              |
| Sta 46   | B7 | 14556 Lanza Dr              |
| Sta 47   | B5 | 6041 Edgewood Bend Ct       |
| Sta 50   | B5 | 7177 Shoreline Dr           |
| Sta 51   | B6 | 7180 Skyline Dr             |
| Squad 55 | B6 | 6135 Imperial Ave           |
| Squad 56 | B5 | 3034 Governor Dr            |
| Squad 57 | B7 | 17701 San Pasqual Valley Rd |

# EXHIBIT B

|                                                                        |                                   |                       |                                       |
|------------------------------------------------------------------------|-----------------------------------|-----------------------|---------------------------------------|
| <b>TITLE</b><br>OPERATIONS MANUAL                                      | <b>STANDARD</b><br>INSTRUCTION 02 |                       | <b>DEPARTMENT</b><br>FIRE-RESCUE      |
| <b>SUBJECT</b><br>STATION MANAGEMENT: STATION<br>AUTHORITY AND COMMAND | <b>SECTION</b><br>02              | <b>PAGE</b><br>1 of 2 | <b>EFFECTIVE DATE</b><br>28 July 2021 |

## I. PURPOSE

This policy will guide personnel on fire station authority and command.

## II. SCOPE

This policy shall apply to all sworn San Diego Fire-Rescue Department (SDFD) personnel, except lifeguards.

## III. AUTHORITY

The fire chief authorizes the information within this policy.

## IV. POLICY

### A. Authority and Responsibility

1. All captains will maintain responsibility for the fire company and fire station during their assigned shift.
2. In multiple company stations, the on-duty captains shall have overall authority in matters pertaining to their company apparatus and associated equipment. Other apparatus in the station shall be under the authority of the captain assigned to that apparatus.
3. At each fire station, one station captain will be designated on an annual basis.
4. Station captain shall assume authority and responsibility over those functions that are common to all divisions.
5. The station captain may delegate authority and assign responsibility to other officers assigned to the station.
6. Captains will respect and adhere to the authority and decisions of the station captain.

### B. Station Captain Oversight Responsibilities

1. Maintain general condition of station and apparatus
2. Requisition and control of supplies
3. Assignment of quarterly station inspections
4. Maintain station files, bulletin boards, and library
5. Ensure accurate and complete records and reports
6. Map corrections, apparatus map book, wall map and district map

|                                                                        |                                   |                       |                                       |
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C. Station Captain Rotation

1. Station captains will be assigned on a rotational basis each fiscal year, as noted in the table below.

| Year | Division | Year | Division |
|------|----------|------|----------|
| 2020 | A        | 2026 | A        |
| 2021 | B        | 2027 | B        |
| 2022 | C        | 2028 | C        |
| 2023 | A        | 2029 | A        |
| 2024 | B        | 2030 | B        |
| 2025 | C        | 2031 | C        |

2. In multiple company stations, the battalion chief will appoint the station captain.

D. Ambulance Provider – Ambulance Provider In-House Duties and Activities

1. The captain has authority and control of in-house duties and activities of ambulance provider personnel.
2. Ambulance provider personnel are expected to comply with all city and SDFD rules and regulations.
3. Ambulance provider personnel will be responsible for the condition and maintenance of their apparatus and equipment.
4. Maintenance of fire stations and grounds will be shared fairly between ambulance provider and SDFD personnel.
5. Ambulance provider personnel may participate in and/or conduct medically related drills and community events.
6. An ambulance provider trainee shall be subject to the same rules and authority as ambulance provider personnel. Trainees will be permitted to spend 24-hour shifts only in those stations where adequate accommodations exist.
7. Ambulance provider and SDFD will use their respective chain of command to address performance or conduct issues.

|                                                          |                                   |                       |                                   |
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| <b>SUBJECT</b><br>STATION MANAGEMENT:<br>STATION ROUTINE | <b>SECTION</b><br>04              | <b>PAGE</b><br>1 of 2 | <b>EFFECTIVE DATE</b><br>07/01/01 |

#### IV. STATION WORK ROUTINE

##### A. Normal Station Working Hours

1. The following schedule for station and apparatus maintenance, drills and training, inspections, and all related activities shall serve as a guideline. Battalion Chiefs may modify or Company Officers may extend these hours if conditions warrant:  
  
Sunday through Saturday      0800 to 1200 hours and  
(including holidays)              1300 to 1700
2. Solicitation of membership and activities concerned with the internal management of the Union such as collecting dues, holding membership meetings, campaigning for office, conducting elections, and distributing literature to individual employees, shall not be conducted during working hours.
3. Grocery shopping while on duty will be permitted according to the following guidelines:
  - a. The store shall be in the company's first-in district.
  - b. The shopping shall be done in the early morning, preferably when stores first open.
  - c. Only one trip per station, and the shopping is to be done at only one location.
  - d. The apparatus shall be parked in a safe and out of the way location so as to attract as little attention as possible.
  - e. Shopping time in the store shall be limited to 20 to 30 minutes.
  - f. Attire: Class "B" Uniform or Class "C" uniform when returning from Code 9).
  - g. All inquiries from citizens shall be responded to with tact and courtesy.
  - h. Exceptions to these guidelines may be approved by the appropriate Battalion Chief.
4. Station visits should be scheduled so as not to interfere with those programs with a higher priority.

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5. Employees on duty shall not retire before 2030 hours and rise no later than 0700 hours. Employees occupying beds between those hours shall not be unnecessarily disturbed.

**B. Priorities and Guidelines**

Station work routines will necessarily vary from day to day as affected by such conditions as fire operations activities, special individual station responsibilities, weather conditions, etc. Generally, the following priorities for scheduling work from available time will be observed:

- |                  |   |                                          |
|------------------|---|------------------------------------------|
| First Priority   | - | Fire Suppression                         |
| Second Priority  | - | Fire Apparatus and equipment maintenance |
| Third Priority   | - | Training                                 |
| Fourth Priority- |   | Inspections, (F.C.I.P., Pre-Fire, etc)   |
| Fifth Priority   | - | Physical Fitness                         |
| Sixth Priority   | - | Station Maintenance                      |

Each company shall hold a training session each shift, except when Fire and Life Safety routine prohibits or when excused by the Battalion Chief. Company Officers may have an outside Apparatus Drill on weekends if conditions are more favorable. Two outside Apparatus Drills must be held by each platoon monthly. In-service training may be scheduled for fire operations on any day of the week. Each company shall conduct inspections in their respective area as required or directed.

Payday Fridays are designated as apparatus and station maintenance day. Outside activities will be canceled on this day with the following exceptions:

- a. Emergency responses
- b. Code - 9 (must be completed by 10:00 a.m.)
- c. Battalion Chiefs may utilize their companies as necessary.
- d. In-Service training

**C. UNIFORM/GROOMING/SAFETY EQUIPMENT INSPECTION**

1. Company Officers shall inspect all uniforms and safety equipment for compliance with department standards.
2. Company Officers shall inspect all personnel for compliance with department grooming standards.

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I. STATION MAINTENANCE AND UPKEEP PROCEDURES

A. City Policy - Station Maintenance

All Fire-Rescue facilities maintenance shall be performed as outlined in City of San Diego Administrative Regulation 40.10. Accordingly, all fire station maintenance shall be approved by the Logistics Deputy Chief and coordinated with the Facilities Maintenance Officer located at the Fire-Rescue Repair Facility.

B. Routine - Station Maintenance

Routine maintenance requests are to be submitted on an FDM 101 Facilities Maintenance Request (Old number was FD2215) and signed by the Station Captain/Lifeguard Sergeant. The FDM 101 shall be approved by the appropriate Battalion Chief/Lifeguard Lieutenant and forwarded to the Facilities Maintenance Officer via the Logistics Deputy Chief. Only the Station Captain or his/her appointed alternate shall coordinate routine station maintenance. Examples of routine maintenance are: minor electrical, plumbing, and structural deficiencies; station interior and exterior painting; building material requests; lock and key request; pest control; fuel dispenser malfunctions; etc.

C. Emergency Maintenance

Requests for emergency maintenance shall be made as required by the Officer on duty when the emergency occurs. Notify the Facilities Maintenance Officer at the Repair Facility on weekdays between 0700 and 1600 hours. After 1600 and before 0700 hours during the week and on weekends or holidays the Fire Communications Center shall be notified. Examples of emergency maintenance are: inoperative apparatus room overhead doors, inoperative emergency generators, major plumbing, electrical and structural problems, broken windows or other deficiencies that impair station security, plus inoperative appliances and air conditioning systems, etc.

D. Major Station Modification and Maintenance

Major station modification and maintenance projects require planning and budgeting on a departmental scale. In August of each year the Station Captains are requested to submit their recommendations for betterments and improvements for their stations to be budgeted in the following fiscal year.

Examples of betterments and improvements are: parking lot resurfacing, replacement carpeting, central air conditioning installation, room remodeling, security fence installation, etc.

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E. Miscellaneous

Animal removal is accomplished by notifying the San Diego County Department of Animal Control

F. Housework

Captains shall assign employees to work incidental to the cleaning and maintenance of quarters and apparatus, equalizing the duties as nearly as possible. The entire premises shall be maintained in a neat and clean condition at all times.

G. Repairs, Alterations, and Installations

No employee shall make any repair, alteration or installation in quarters without permission from the Logistics Deputy Chief; this includes the installation of telephones, buzzer systems, TV antennas, heaters, stoves, etc.

H. Appliance Repair

When City owned appliances become defective or inoperative, do not attempt to repair them in the stations; the labor costs for reassembly adds to the total repair bill. Send appliances to the San Diego Fire-Rescue Storeroom. For larger appliances, submit a facilities maintenance request through the established procedure.

I. Fluorescent Lamps

All lamps in a two lamp fixture (or if more than two, on the same ballast) will be changed at the same time. This will be done even though one of the lamps may be still operable. This procedure will prolong the life of the ballast.

II. FUEL STORAGE TANKS

All fire station fuel storage tanks shall be operated in accordance with current Federal, State, and local laws. Compliance requirements vary between underground storage tanks (USTs) and above ground storage tanks (ASTs). Responsibilities for compliance will be handled in part by Fire-Rescue Department station personnel and in part by the City's Environmental Services Department (ESD) personnel and their contracted service vendors. Specific lines of division are as follows:

A. Sites with Underground Storage Tanks (USTs)

1. Fire-Rescue Department Responsibilities

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- a. Perform daily and weekly inspections of the UST leak detection monitoring panel and fuel dispensing equipment in accordance with form FDM-104 (Underground Storage Tank System Inspection Record). Record observations on the form and report any problems through the chain of command as specified on the form. The Fire-Rescue Department Facilities Maintenance Division will report the problem to the City's ESD representative and a service vendor will be dispatched by ESD to address the problem.
- b. Monitor fuel volumes in the UST and order fuel as needed.
- c. Periodically (monthly) check for the presence of water in the UST utilizing the Veeder-Root UST monitoring panel. If the monitoring panel inventory printout indicates water in the UST, verify by manually dipping the UST with a gauging stick which is coated on the bottom 1-2" with "Kolar Kut Water Finding Paste". Water if present, will be located at the bottom of the UST so be sure to insert the gauging stick to the full depth of the UST.
- d. Monthly Fuel Dispensing Report (FDM-109) shall be completed by the on duty captain on the first day of every month for the preceding month. This report shall be sent to the Fire-Rescue Department Fuel Clerk with a copy to remain in the station files for three years. These reports are tabulated and results forwarded the City's ESD representative to permit filing of the required BOE taxes to the State. Prompt execution of these reports is critical in order to allow sufficient time for processing and payment to the State within mandated deadlines.
- e. Complete annual computer based training (CBT) administered by the City's Hazardous Materials Management Program, including the UST module.

2. Environmental Services Department (ESD) and Vendor Responsibilities

- a. ESD representative or their contracted vendor will perform mandated monthly designated UST Operator (DUSTO) inspections. DUSTO reports will be filed on site in accordance with regulatory requirements.
- b. ESD representative or their contracted vendor will perform mandated annual DUSTO tailgate training to station personnel.
- c. ESD representative will attend the annual UST compliance inspection administered by the County of San Diego Department of Environmental

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Health (DEH). The contracted vendor will perform the mandated annual UST monitoring system certification at the time of the DEH inspections.

- d. Contracted vendor will perform mandated triennial (every 3 years) integrity testing of UST secondary containment components and complete any necessary system repairs.

**B. Sites with Above Ground Storage Tanks (ASTs)**

**1. Fire-Rescue Department Responsibilities**

- a. Perform daily inspections of the AST, containment pad, and fuel dispensing equipment in accordance with form FDM-104A (Above Ground Storage Tank Record). Record observations on the form and report any problems through the chain of command as specified on the form. The Fire-Rescue Department Facilities Maintenance Division will report the problem to the City's ESD representative and a service vendor will be dispatched by ESD to address the problem.
- b. Monitor fuel volumes in the AST and order fuel as needed.
- c. Periodically (monthly) check for the presence of water in the AST by manually dipping the AST with a gauging stick which is coated on the bottom 1-2" with "Kolor Kut Water Finding Paste". Water if present, will be located at the bottom of the UST so be sure to insert the gauging stick to the full depth of the AST.
- d. Monthly Fuel Dispensing Report (FDM-109) shall be completed by the on duty captain on the first day of every month for the preceding month. This report shall be sent to the Fire-Rescue Department Fuel Clerk with a copy to remain in the station files for three years. These reports are tabulated and results forwarded to the City's ESD representative to permit filing of the required BOE taxes to the State. Prompt execution of these reports is critical in order to allow sufficient time for processing and payment to the State within mandated deadlines.
- e. Complete annual computer based training (CBT) administered by the City's Hazardous Materials Management Programs; including the UST module (this will cover scenarios where station personnel may rotate to other facilities that have a UST in place.

|                                                              |                                   |                       |                                    |
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2. Environmental Services Department (ESD) and Vendor Responsibilities
  - a. There is currently no regulatory-mandated testing or inspection activities that necessitate involvement of ESD or their contracted vendor.

### III. SCBA REFILLING STATIONS

SDFD maintains 10 SCBA Filling Stations for the purpose of refilling SCBA air cylinders. Each battalion has been designated a primary location which will be used to refill and replace SCBA cylinders in the course of non-emergency use.

#### A. SCBA Refilling Station Sites

1. Battalions and assigned SCBA Refilling Stations are as follows:

| Battalion | Filling Station/Location          |
|-----------|-----------------------------------|
| B-1       | Light and Air 1                   |
| B-2       | Fire Station 18, Fire Station 36  |
| B-3       | NTC (Staffed by Fire Station 22)  |
| B-4       | Fire Station 10                   |
| B-5       | Fire Station 35                   |
| B-6       | Fire Stations 12, 29              |
| B-7       | Fire Station 37, Light and Air 40 |

#### B. SCBA Filling Station Procedures

1. Battalion-Based Procedures
  - a. An inventory of 16 SCBA cylinders will be stored at each SCBA Filling Station site for the purpose of exchanging out cylinders needing to be refilled. Companies shall exchange cylinders from these sites on a one for one basis.

|                                                              |                                   |                       |                                    |
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- b. This inventory complies with San Diego County Code of Regulatory Ordinances, Title 6, Division 8, Chapter 11, Section 68.1120 – COMPRESSED AIR EXEMPTION, which states:
  - 1) “Compressed air and oxygen in cylinders, bottles, and tanks used by Fire Departments and other government emergency response agencies for the purposes of emergency response and safety purposes are exempt from Chapter 6.95 Section 25501 (p) of the California Health and Safety Code.”
- c. Station personnel assigned to SCBA filling station sites will primarily be responsible for the refilling of SCBA cylinders.
- d. Battalion chiefs will ensure that all permanently assigned personnel at fire stations housing SCBA Refilling Stations within their battalions are adequately trained in the safe and proper operating procedures. Training of additional personnel within each battalion should be considered as a backup.
- e. Company officers assigned to fire stations without an SCBA Filling Station will be responsible to notify their respective battalion chief, as soon as practical at the start of each shift, when there are cylinders in the station needing to be refilled.
- f. Battalion chiefs will be responsible to coordinate exchanging SCBA cylinders needing to be refilled with fully charged cylinders, within their battalions.
- g. In accordance with Federal Code of Regulations, Title 49, Chapter 1, Section 172.504, battalion chief and utility type vehicles are allowed to transport SCBA cylinders, (up to 454 kg or 1001 lbs), without the need for vehicle placards
  - 1) 1000 lbs is equal to approximately 50 fully charged SCBA bottles.
  - 2) SCBA cylinders should be secured (rack, straps, etc) during transport.

2. Back-Up Procedures

- a. In the event personnel at a fire station housing an SCBA Filling Station are unable to refill SCBA cylinders for any legitimate reasons, battalion chiefs shall coordinate cylinder refilling utilizing additional trained personnel within their battalion. Examples of legitimate reasons include:

|                                                              |                                   |                       |                                    |
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- 1) Regular assigned crew is on holiday and relief personnel lack proper training in the safe operation of the SCBA Filling Station.
- 2) Regular assigned crew is not available due to other commitment, i.e. IST, emergency responses, etc.
- b. In the event a battalion's designated SCBA Filling Station is out-of-service due to mechanical problems, battalion chiefs should coordinate refilling SCBA cylinders within their battalions, taking into consideration geographic factors.
- 3) For example, if B5's SCBA Filling Station (Fire Station 35) is out of service and E47 needs SCBA cylinders refilled, B5 may choose to send E47 to B7's SCBA Filling Station (Fire Station 40) to refill cylinders.
- 4) If a battalion chief decides not to take a company out of district, the battalion chief will need to consider other options.

**C. Safety Guidelines:**

1. SCBA cylinders should be filled according to manufacturer recommendations.
  - a. At no time shall cylinders be filled at a rate greater than 500 PSI @ minute.
    - 1) Faster refilling rates may subject cylinders to unsafe levels of stress and heat.
2. SCBA cylinders shall be inspected for condition and hydrostatic test dates each time they are cycled for refilling

**D. Maintenance**

3. SCBA Refilling Station maintenance by fire station personnel will be limited to the following DAILY checks
  - a. Check and verify proper compressor oil level via the sight glass
  - b. Drain compressor condensate, dump clean condensate into deep sink
  - c. While in use, listen for air leaks or unusual noises

|                                                              |                                   |                       |                                    |
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- d. Check electronic monitors for warning or alarms and if present, immediately report them
  - e. Refer to the quick reference guide at each compressor for more information.
4. SDFD will maintain a contract with the vendor(s) to perform annual scheduled preventive maintenance on SCBA Refilling Station units.
5. SDFD will maintain a contract with a vendor(s) to perform quarterly (4 times per year) air quality test on SCBA Refilling Stations units per NFPA 1989 2008 Edition "Standard on Breathing Air Quality for Fire and Emergency Services Respiratory Protection"
6. SDFD will maintain a contract with a vendor(s) to perform quarterly (4 times per year) CO Monitor Calibration per NFPA 1989 2008 Edition "Standard on Breathing Air Quality for Fire and Emergency Services Respiratory Protection"
7. If a mechanical problem is discovered with a SCBA Refilling Station unit, the on-duty captain will report the problem to Facilities Maintenance via the "Routine – Maintenance Procedures" listed in SDFD Operations Manual S.I. 06, Section VI.

|                                                           |                                   |                       |                                   |
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## VIII. STATION SECURITY PROCEDURES

### A. Entrance to Quarters

1. While companies are in quarters, stations shall be maintained in a manner that will not allow anyone to enter without an employee's knowledge. Apparatus doors shall be closed when deemed necessary by the company officer for security purposes.
2. Company officers shall be responsible and accountable for the proper closing of overhead doors when the apparatus leaves the station.
3. Company officers may delegate the duty of closing the doors to a subordinate but the final responsibility remains with the officer.
4. Battalion Chiefs shall be responsible for closing their own overhead door.

### B. Floor Watch Duties

1. At the discretion of company officers or Battalion Chiefs, a floor watch may be assigned when necessary to monitor station security or offer community assistance. Company officers shall arrange for a floor watch whose duties shall include:
  - a. Reporting all visits of Chief Officers to the Company officer.
  - b. Promptly and courteously greeting any person or visitor entering the quarters.
  - c. Raising and lowering the flag.
  - d. Maintaining all necessary lighting.
  - e. Maintaining station surroundings.
  - f. Monitor unsecured apparatus parked outside the station.
2. A floor watch is not required when the apparatus doors are closed and entrances to the station are secure.

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3. Personnel assigned to floor watch shall be in a position to observe all unsecured doors/openings. Otherwise, additional personnel need to be assigned to assist with these duties.
4. If the floor watch personnel needs to leave the apparatus floor, even momentarily, the apparatus floor shall be secured. There are no exceptions.
5. Locked gates or fenced areas that have open access to the station are not considered a secure station.
6. When members of the community arrive at the station requesting assistance and the assistance causes station security to be compromised, the person assigned floor watch shall request for other crewmembers to assist the community member(s) or maintaining station security.
7. More than one person may be necessary to monitor the security of the station and the unsecured apparatus parked outside of the station.

C. Receiving an Alarm

An employee receiving an alarm by any means other than the regular alarm systems shall immediately notify the other employees in quarters. When an emergency occurs, it is necessary to notify FCC.

D. Portable Radio Security

Individual crewmembers are responsible and accountable for their assigned radio. During any relief or change over, on-coming personnel shall account for the presence of their assigned radio. All radios shall be taken with the crew if the apparatus is unattended (such as pre-fire planning, in-service training, battalion meetings, etc.) or if the apparatus is unsecured/unlocked. When the apparatus is outside of quarters and unlocked or in an unsecured area, no 800MHz portable radio shall be left unattended on the apparatus. Failure to adhere to this policy may subject the employee to discipline. Company officers are responsible for ensuring that radios are secured and that crewmembers adhere to these procedures.

E. Fire Station Visitation Guidelines

The expressed permission of the company officer is required before any visitor is admitted onto San Diego Fire-Rescue Department property. All visitations will follow the following guidelines:

|                                                           |  |                                   |                       |                                   |
|-----------------------------------------------------------|--|-----------------------------------|-----------------------|-----------------------------------|
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1. All visits will be of a limited duration.
2. All visitors will be limited to the apparatus floor, watch room, kitchen, rest room and ready room.
3. A responsible adult will accompany all minor visitors.

Exceptions to the preceding guidelines may be made by the Battalion Chief, or in the case of pre-arranged tours. Pre-arranged tours shall be conducted by a minimum of two Department employees in Class B uniforms.

**F. Unattended Quarters**

All exterior entrances to fire stations shall be locked when the station is left unattended for any reason. In order to minimize the time required to secure the station, it shall be the responsibility of the Captain to assign personnel to specific functions necessary to secure the station. These functions are to be performed at the initial signal of an incoming alarm.

**G. Department Owned Vehicles, Lockers, Desks, Etc.**

Employees of the San Diego Fire-Rescue Department may be assigned departmentally owned vehicles, lockers, desks, cabinets, and cases for the mutual convenience of the Department and its personnel. All personnel are reminded that the retention of personal items in such containers or facilities is at the risk of the employee and the Department will not be responsible for any losses. Employees shall not place personally owned locks on department property.

1. The department/property/equipment is subject to entry and inspection without notice, except that inspection of lockers assigned to individual employees will be made only after notice, or attempted notice to the individual employee, or where a valid search warrant has been obtained.
2. Where the employee has been notified of the inspection and the employee indicates a desire to be present at the opening, the employee shall be given a reasonable period of time to come to the locker.
3. If Department needs require immediate access and the Department attempted to notify an off-duty employee by calling the telephone number currently on file with the Department, the employee's locker may be opened without notice. Upon

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the employee's return to work, the employee shall receive notice that their locker was opened and what items, if any, were removed.

H. Flag Etiquette for Uniformed Personnel

Proper flag etiquette shall be observed at all times by Department employees in uniform.

1. The standard salute of this Department shall be uniform cap held by right hand and placed over the left breast.
2. The flag shall be flown at fire stations between the hours of 0700 and 1700.
3. The flag shall be lowered to half-staff on any day traditionally observed (i.e., Memorial Day), or declared by the President to be a national day of mourning. In addition, when a City employee is killed in the line of duty, the flags will be lowered on the day of the funeral. Special notification shall be given as to the manner in which the flag shall be flown at times other than routine.

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### III. TELEPHONE PROCEDURE

#### A. Type of Station Telephones

Fire stations have two (2) types of telephones, namely Fire-Rescue Department Administration phone (house phone) and Auxiliary Emergency phone (private phone).

#### B. Telephone Use, Reception and Acknowledgment Procedures

1. The Fire-Rescue Department Administration telephones and mobile phones shall be used for Fire-Rescue Department business only. Conversations shall be as brief as possible.
2. These phones shall be answered, when possible, by the Company Officer. The Company Officer has direct responsibility and control of the administration phone and may delegate this task to subordinates. The proper phone etiquette when answering a telephone call is to give the unit number, rank, and surname, i.e., "Station 1, Captain Doe." The person calling shall identify in a similar manner.
3. Captains will be held responsible for any and all unauthorized telephone charges or alteration to the station telephone or paging system.
4. Requests for modification, additions or deletions will be directed through the chain of command to the Communications Manager on an FD-7 for approval. Requests should be accompanied by an appropriate diagram. The Captains on each platoon will sign the request.
5. Fire stations and other work site private phones are for employees' personal use. However, all "long distance" or "local toll" calls must be reported and charged to the caller. Toll calls are any calls made outside the Zone 1 area for that particular phone. Employees are responsible for checking the zone coverage in the telephone directory and reporting any out of Zone 1 calls. [Exception: Employees will be allowed one toll call per day to their home not to exceed 5 minutes which may be for personal reasons.]
6. Other calls made under unusual circumstances (i.e., extended shift or strike team assignment where the employee will not be going home when expected) shall be logged in the day book. The Fire-Rescue Department will then determine the employee's responsibility to pay for these calls.

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C. Employee Telephones

Each employee is required to maintain a personal telephone. Any change of address or telephone number must be faxed on an FD-7 to payroll and changed in the Staff Management section of their Telestaff account within 24 hours following the change.

D. Toll Call Policy

Refer to Administration Manual Standard Instruction 07, Section IV, entitled "Personal," "Long Distance" or "Toll" calls made on City equipment.

E. Emergency Red Phone Test

1. The station outside emergency red phone is to be tested by fire station personnel on a monthly basis, as directed by Fire Communications (FCC).
2. On the first Sunday of the appropriate month, FCC will contact each station via phone to enlist their help in testing the emergency phone. Fire station personnel are to follow the explicit directions and report findings to FCC.

F. Mobile Phone Use Policy

1. Mobile phone usage is prohibited by all personnel during a code response, unless required for incident management.
2. Drivers of all emergency apparatus/vehicles are prohibited from using a mobile phone while driving; with the exception of personnel who are driving staff apparatus (sedans, pick-ups and SUV's) and have mobile phones that are equipped with "hands free" system.
3. Unless required for incident management, personal mobile phones shall be turned off or placed in silent mode during an incident.
4. Do not use mobile phones while refueling due to fire potential from static.
5. All personnel shall obey local, state and federal laws regarding mobile phone usage.