



**RANCHO SANTA FE FIRE PROTECTION DISTRICT
BOARD OF DIRECTORS MEETING
AGENDA**

Rancho Santa Fe FPD
Board/Community Room – 16936 El Fuego
Rancho Santa Fe, California 92067

February 10, 2010
Regular Session 1:00 pm

RULES FOR ADDRESSING BOARD OF DIRECTORS

Members of the audience who wish to address the Board of Directors are requested to complete a form near the entrance of the meeting room and submit it to the Board Clerk.

Any person may address the Board on any item of Board business or Board concern. The Board cannot take action on any matter presented during Public Comment, but can refer it to the Administrative Officer for review and possible discussion at a future meeting. As permitted by State Law, the Board may take action on matters of an urgent nature or which require immediate attention. The maximum time allotted for each presentation is FIVE (5) MINUTES.

Pledge of Allegiance

1. Roll Call

2. Public Comment

3. Special Presentations

a. Plaque Presentations

Presentation from American Red Cross in appreciation of a donation made on behalf of the Fire District

All items listed on the Consent Calendar are considered routine and will be enacted by one motion without discussion unless Board Members, Staff or the public requests removal of an item for separate discussion and action. The Board of Directors has the option of considering items removed from the Consent Calendar immediately or under Unfinished Business.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in a meeting, please contact the Secretary at 858-756-5971. Notification 48 hours prior to the meeting will enable the District to make reasonable arrangements to assure accessibility to the meeting.

4. Consent Calendar

a. Board of Directors Minutes

i) Board of Directors minutes of January 13, 2010

ACTION REQUESTED: **Approve**

b. Receive and File

i) Monthly/Quarterly Reports – ACTION REQUESTED: **INFORMATION**

(1) List of Demands

Check 20021 thru 20156 for the period January 1 – 31, 2010 totaling: \$ 177,974.88

Payroll for the period January 1 – 31, 2010 \$ 507,011.95

TOTAL DISTRIBUTION \$ 684,986.83

(2) Financial Reports – Quarter ending December 31, 2009

- Budget Review
- Combined Summary Statement Cash Assets-Liabilities

(3) Activity Reports – January 2010

- Fire Prevention
- Operations
- Training

(4) District Articles – January 2010

(5) Correspondence - letters/cards were received from the following members of the public:

- The Family of Michael Svec
- Virginia Dimitry
- Palomar District – California Garden Clubs
- H Lee Sarokin
- Stephen Anear
- Sandra Zarcades

(6) Travel Report

- Pavone

5. Old Business

a. Multi-Hazard Mitigation Plan

Mike Scott, Urban Forester will present an update and provide an overview of the District's proposed Hazard Mitigation Plan

ACTION REQUESTED: **Informational**

6. New Business

a. Contract: 3 C's Memorandum of Understanding

To discuss and/or approve the District's participation in the 3C's program. [Staff Report 10-03](#)

ACTION REQUESTED: **Approve and authorize the Fire Chief to execute the MOU**

b. Consulting Services – Willdan Financial Services

To discuss and review consulting services proposal for existing revenue opportunities

ACTION REQUESTED: **Direction**

c. Board of Directors Meeting Schedule

i) Special Meeting – February 16, 2010

To determine availability of board members to conduct District business

ACTION REQUESTED: **Confirm date**

- ii) Regular Meeting
 - (1) April 14, 2010
 - (2) July 14, 2010

To discuss a possible change in the meeting date for the regular Board of Directors meeting schedule due to a potential conflict

ACTION REQUESTED: **Motion to change meeting date, if determined by Board of Directors**

d. Budget Meeting Schedule

To discuss and confirm the FY11 budget meeting schedule

ACTION REQUESTED: **Confirm dates and modify board meeting schedule if necessary**

7. Oral Reports

- a. Fire Chief – Pavone
 - i) Fairbanks Ranch Replacement Fire Station – Update
 - ii) Cooperative Management Services Agreement – Update
 - iii) Employee Handbook
 - iv) District Activities
- b. Operations – Deputy Chief Michel
- c. Training – Battalion Chief Davidson
- d. Fire Prevention - Fire Marshal Hunter
- e. Administrative Manager – Rannals
 - i) Form 700 – Conflict of Interest
- f. Board of Directors
 - i) North County Dispatch JPA – Update
 - ii) County Service Area – 17 – Update
 - iii) Comments

8. Adjournment



RANCHO SANTA FE FIRE PROTECTION DISTRICT
Board of Directors Regular Meeting – Agenda
Wednesday, February 10, 2010 1:00 pm PST

CERTIFICATION OF POSTING

I certify that on February 4, 2010 a copy of the foregoing agenda near the regular meeting place of the Board of Directors of Rancho Santa Fe Fire Protection District, said time being at least 72 hours in advance of the meeting of the Board of Directors (Government Code Section 54954.2)

Executed at Rancho Santa Fe, California on February 4, 2010

Karlana Rannals

Karlana Rannals
Board Clerk



**RANCHO SANTA FE FIRE PROTECTION DISTRICT
REGULAR BOARD OF DIRECTORS MEETING
MINUTES – January 13, 2010**

President Ashcraft called to order the regular session of the Rancho Santa Fe Fire Protection District Board of Directors at 1:00 pm.

Pledge of Allegiance

Chief Nick Pavone led the assembly in the *Pledge of Allegiance*.

1. Roll Call

Directors Present: Ashcraft, Hickerson, Hillgren, Malin, Tanner

Directors Absent: None

Staff Present: Nick Pavone, Fire Chief; Tony Michel, Deputy Chief; Cliff Hunter, Fire Marshal; Bret Davidson, Battalion Chief; Fred Cox, Battalion Chief; Chris Galindo, Captain; and Karlana Rannals, Board Clerk

2. Public Comment

No one requested to speak to the Board.

3. Special Presentations

a. Badge Presentation

Chief Pavone welcomed all in attendance. He introduced Deputy Chief Michel who summarized the Districts promotional process and the roles and responsibility that they will assume. Chief Michel congratulated the individuals on their selection and achievements. A Fire District badge was presented to the following members of the District:

- i) David C. McQuead – Captain
- ii) Timothy D. Wood - Engineer

President Ashcraft congratulated Captain McQuead and Engineer Wood and wished them well in their new position.

4. Consent Calendar

MOTION BY DIRECTOR HICKERSON, SECOND BY DIRECTOR TANNER, CARRIED 5 AYES; 0 NOES; 0 ABSENT to approve the Consent Calendar as submitted.

a. Board of Directors Minutes

- i) MOTION BY DIRECTOR HICKERSON, SECOND BY DIRECTOR TANNER, CARRIED, 5 AYES; 0 NOES; 0 ABSENT; 0 ABSTAIN to approve the Board of Directors minutes of December 9, 2009.
- ii) MOTION BY DIRECTOR HICKERSON, SECOND BY DIRECTOR TANNER, CARRIED 5 AYES; 0 NOES; 0 ABSENT; 0 ABSTAIN to approve the Board of Directors minutes of January 5, 2010.

b. *Receive and File*

MOTION BY DIRECTOR HICKERSON, SECOND BY DIRECTOR TANNER, CARRIED 5 AYES; 0 NOES; 0 ABSENT; 0 ABSTAIN to receive and file:

i) Monthly/Quarterly Reports

(1) List of Demands

Check 19949 thru 20020 for the period December 1 – 31, 2009 totaling:	\$ 575,421.90
Payroll for the period December 1 – 31, 2009	<u>\$ 494,313.78</u>
TOTAL DISTRIBUTION	\$ 1,069,735.68

(2) Activity Reports – December 2009

- Fire Prevention
- Operations
- Training

(5) District Articles – December 2009

(6) Correspondence

- Rancho Santa Fe women’s fund
- Robert W. Grigg

5. Old Business

a. Ad Hoc Committee Assignments

Director Ashcraft reminded the board members that this subject is unfinished from the last meeting. The Memorandum of Understanding (MOU) for the suppression and administrative employees are due to expire June 30, 2010, and discussions should start within the next 30 days for a successor agreement. Director’s Ashcraft and Malin agreed to serve as primary representatives, and Director Hillgren agreed to serve as the alternate representative for the labor negotiations ad hoc committee.

6. New Business

a. Contract: Demolition

Chief Pavone summarized the staff report provided and introduced Captain Chris Galindo, who is assisting on the demolition and reconstruction of the replacement of the Fairbanks Ranch Fire Station. Captain Galindo reviewed the demolition RFP process and reported that eight companies submitted a bid ranging from \$28,000 - \$96,000. As included in the staff report, a recommended contractor was to be made at the meeting since staff needed time to perform background and reference checks. He reported that staff recommends American Wrecking, Inc. be awarded the demolition contract as lowest, most responsive bid of \$30,577. He also recommended that since the standard AIA document is currently under review by the District’s legal counsel, that they authorize the Fire Chief to execute the contract when complete. Staff responded to questions from the Board.

MOTION BY DIRECTOR TANNER, SECOND BY DIRECTOR HICKERSON, and CARRIED 5 AYES; 0 NOES; 0 ABSENT; 0 ABSTAIN to approve the following:

1. Award demolition contract to American Wrecking, Inc. for \$30,577;
2. Authorize Fire Chief to execute the standard AIA document after review by legal counsel

b. Donation of Surplus Equipment

Chief Pavone reported that the District has evaluated all of the equipment located within the Fairbanks Ranch Fire Station and has salvaged, either sold, or gotten rid of the equipment. He noted that staff was informed by the vendor that the Plymovent (exhaust) system was not worth salvaging; however, Inter-Mountain Volunteer Fire Department has expressed an interest in the system. Personnel from the volunteer agency will absorb the cost to remove and install in their own facility; however, their budget is limited. Chief Pavone recommended that the Board of Directors consider donating the equipment "as is." He would also obtain a release of liability from the agency.

MOTION BY DIRECTOR HILLGREN, SECOND BY DIRECTOR HICKERSON, and CARRIED 5 AYES; 0 NOES; 0 ABSENT; 0 ABSTAIN to donate the exhaust system from the Fairbanks Ranch Fire Station to Inter-Mountain Volunteer Department.

7. Oral Reports

a. Fire Chief – Pavone

He reported on the following topics:

- Fairbanks Ranch Replacement Fire Station – Update
 - Building Permit – received final approval "in writing" for the land use permits and site plan. Also, Jeff Katz, architect will be submitting for review and approval, the second set of plans to the County
 - Construction RFP – anticipates the document will be released in February
 - Interim Station – relationship is working well between the District and Horizon Christian Fellowship Church
- Management Services Contract – The leadership task force continues to meet to discuss the second phase of the cooperative effort. Once consensus is achieved, a presentation will be prepared for the Board and Councils to consider. All agencies continue to be positive in this effort.
- District Activities
 - Appreciation Dinner: scheduled for April 30 at *The Inn at Rancho Santa Fe*
 - Retirement Party: scheduled for April 24 for Captain Lutz and Firefighter Foster

b. *Operations – Deputy Chief Michel*

He reported on the following topics:

- Significant calls include:
 - Garage fire (cause – heat lamp) with \$400,000 in estimated damages
 - Oven fire (cause – plastic container) with \$50,000 in estimated damages
- 2009 call volume increased by 3.4% over 2008 year

c. *Training – Battalion Chief Davidson*

Chief Davidson summarized the monthly training activity, which included:

- RSF Personnel participated in:
 - Vehicle fire training
 - New hire orientation (mini academy)

d. *Fire Prevention – Fire Marshal Hunter*

- New construction statistics is 111,000 square feet for December 2009
- Distributed statistics regarding the “dead trees”
- Distributed statistics regarding collection of fire mitigation fees

e. *Administration – Administrative Manager Rannals*

- CalPERS Employer Rates – History: Ms. Rannals distributed a historical data sheet for CalPERS employer rates and the associated charts beginning with 1983. She noted that most of the spikes in employer rates are a result of either 1) contract changes; or 2) market fluctuations.
- FY10 Tax Apportionment Refunds: She distributed a data sheet showing the amount of refunds in property taxes over a five-year period. She pointed out that the refunds as of December 2009 are twice the amount for FY09. She believes this is a direct result in the housing decline in property values through sales, reassessments, and foreclosures.

f. *Board of Directors*

- North County Dispatch JPA – Update – Director Ashcraft: next meeting February 25, 2010.
- County Service Area 17 – Update – Director Hickerson: next meeting February 2, 2010
- Comments:
 - None

The meeting recessed for ten-minutes.

8. Closed Session

Pursuant to the following Government Code Section, the Board of Directors convened in Closed Session from 3:10 – 3:59 pm for discussions on the following:

- a. Conference with negotiators for the following real property, pursuant to Government Code Section 54956.8

16936 El Fuego, Rancho Santa Fe

Negotiating Parties: Nick Pavone, Fire Chief

Under Negotiation: Instruction to negotiator concerning lease price

NOTE: All members of the Board and staff listed attended the Closed Session

- b. Conference with negotiators for the following real property, pursuant to Government Code Section 54956.8

18029 Calle Ambiente, Rancho Santa Fe

Negotiating Parties: James Ashcraft, Director; John Tanner, Director; Nick Pavone, Fire Chief

Under Negotiation: Both Price and Terms of Payment

NOTE: All members of the Board and staff listed attended the Closed Session

President Ashcraft reported that an update was provided to the board members for agenda items 10 a & b and direction was provided to staff and negotiators regarding a lease price and price in the pursuit of real property.

Minutes
Rancho Santa Fe Fire Protection District Board of Directors
January 13, 2010
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11. Adjournment

Meeting adjourned at 4:05 pm.

Karlana Rannals
Secretary

James H Ashcraft
President

RANCHO SANTA FE FIRE PROTECTION DISTRICT

List of Demand - January 2010

Check	Amount	Vendor	Purpose
20157	\$707.30	Accme Janitorial Service Inc	Monthly Cleaning Service
20158	\$446.57	AT&T Calnet 2	Telephone
20159	\$2,466.20	County of SD/RCS	800 MHz Network Admin Fees
20160	\$315.85	Daniels Tire Service Inc	Apparatus Repair
20161	\$2,807.00	Design Space Modular Buildings Inc	FBR #3 Replacement
20162	\$1,413.84	Direct Energy Business - Dallas	Elec/Gas/Propane
20163	\$743.75	ESRI Inc	Computer - License/Software
20164	\$504.12	Fire ETC Inc	Apparatus Tools/Equipment Repair/CSA-17 Supplies
20165	\$202.82	Galls Retail	Uniform - Safety Personnel
20166	\$357.56	Golden Telecom Inc	FBR #3 Replacement
20167	\$285.22	HSBC Business Solutions	Janitorial Supplies
20169	\$1,580.41	L N Curtis & Sons Inc	Safety Equipment
20171	\$1,727.52	Metalogix Inc	Program Upgrade/Software Enhancement
20172	\$333.00	Metro Fire & Safety Inc	Extinguishers
20173	\$150.00	NFPA	Association Dues
20174	\$4,212.62	North County EVS Inc	Fleet Equipment Maintenance/Repair/Apparatus Scheduled Maintenance/Repair
20175	\$1,546.45	Olivenhain Municipal Water District	Water
20176	\$1,436.40	PERS	PERS (Employer Paid)
20177	\$230.00	Progressive Business Publications	Subscriptions
20179	\$35.88	Rannals, Karlena	Office Supplies Reimbursement
20180	\$823.00	Symons Fire Protection Inc	FBR #3 Replacement
20181	\$3,324.00	The Treekeeper Inc	Weed Abatement
20182	\$20.00	U P S	Shipping Service
20183	\$838.50	United Imaging	Office Supplies
20184	\$368.00	Vinyard Doors Inc	Building - Maintenance/Repair
20185	\$5,100.00	WinTech Computer Services	Consulting Services
20187	\$393.08	Batteries Plus Inc	Radio Batteries
20188	\$148.39	Complete Office of California Inc	Office Supplies
20189	\$54.38	ECMS	Alterations
20190	\$97.82	Galls Retail	Uniform - Prevention
20191	\$330.00	Heartland Fire Training Facility	Certification
20192	\$2,215.04	Home Depot, Inc	Station Maintenance/FBR #3 Replacement

Prepared by Connie P. Balynasay

Check	Amount	Vendor	Purpose
20193	\$435.75	Jason S Park	Building - Phone Wiring
20194	\$2,092.00	Jeff Katz Architecture	FBR #3 Replacement
20195	\$43.48	Napa Auto Parts Inc	Apparatus Parts & Supplies
20196	\$28,416.75	North County Dispatch JPA	Dispatching
20197	\$33.88	North County EVS Inc	Apparatus Scheduled Maintenance
20198	\$3.22	Parkhouse Tire, Inc.	Tires & Tubes
20199	\$2,357.72	Physio-Control Inc.	CSA-17 - Supplies
20200	\$810.00	Providea Inc	Videoconferencing Service Agreement
20201	\$565.44	San Diego Gas & Electric	Elec/Gas/Propane
20202	\$700.00	Santa Fe Irrigation District	Vehicle Site Rental
20203	\$11,889.00	Shapouri Engineering Company Inc	FBR #3 Replacement
20204	\$90.00	State Fire Training	EMT
20206	\$2,872.91	The SoCo Group Inc	Gasoline & Diesel Fuel
20207	\$20.00	U P S	Shipping Service
20208	\$45.59	AT&T	Telephone
20209	\$901.36	AT&T Calnet 2	Telephone
20211	\$367.00	Cnty of SD APCD	Permits - County/City
20212	\$1,405.60	Cnty of SD DPLU	FBR #3 Replacement
20213	\$2,085.29	Corporate Clothiers Inc	Uniform - Safety Personnel
20214	\$4,530.18	Day Wireless Systems Inc	DOC-Dept Operations Center
20215	\$59.99	Directv	FBR #3 Replacement
20216	\$990.00	Fairbanks Ranch Com. Serv. Dis	Sewer
20217	\$153.13	Fire ETC Inc	Apparatus Tools/Equipment Repair
20218	\$29.95	Firehouse Magazine	Subscriptions
20219	\$2,725.96	Guardian Life Insurance Co	Dental Insurance
20220	\$58,150.33	Health Net	Medical Insurance
20223	\$1,126.43	L N Curtis & Sons Inc	Safety Clothing
20224	\$1,485.00	Ligtenberg, Ray	Suppression Local Conf/Seminars Reimbursement
20225	\$120.00	Lynx Technologies Inc	Mapping Services (ERM)
20226	\$516.58	Miramar Truck Sales Inc	Apparatus Repair
20227	\$693.83	R J Safety Supply Co Inc	Gas Monitor Supplies
20228	\$300.00	Rancho Santa Fe Rotary	Association Dues/Meetings/Meal Expenses

RANCHO SANTA FE FIRE PROTECTION DISTRICT

List of Demand - January 2010

Check	Amount	Vendor	Purpose
20229	\$2,000.00	RSF Community Services Distric	Sewer
20230	\$25.00	RSFPFA	Firefighters Assn.
20231	\$4,910.76	San Diego Gas & Electric	Elec/Gas/Propane
20232	\$50.00	Southern California TOA	Association Dues
20233	\$344.38	The Lincoln National Life Ins Co	Disability/Life Insurance
20234	\$179.94	Traffic Control Service Inc	Hydrant Maintenance
20235	\$78.28	U P S	Shipping Service
20236	\$628.39	Uniforms Plus	Uniform - Safety Personnel
20237	\$54.35	Willis, Erwin L.	Computer Equipment/Parts Reimbursement
Various	\$8,472.69	Various	Medical Reimbursement
Sub-total	\$177,974.88		
15-Jan	\$262,013.43	Payroll	
16-Jan	\$9,087.00	Payroll-Special	
31-Jan	\$235,911.52	Payroll	
Sub-total	\$507,011.95		
Total	<u>\$684,986.83</u>		

Prepared by Connie P. Bulinasay

RANCHO SANTA FE FIRE PROTECTION DISTRICT
OPERATING EXPENDITURES FOR FISCAL YEAR 2010
 July 1, 2009 thru December 31, 2009

	BUDGET EXPENDITURES FY10	ESTIMATED EXPENDITURES FY10	% OF BUDGET
PERSONNEL COSTS			
Salaries/Wages - Staff	\$4,788,008	\$2,332,938	48.7%
Holiday Pay	\$156,264	\$152,541	97.6%
Overtime	\$980,892	\$490,287	50.0%
Health Insurance + HRSA	\$996,195	\$401,706	40.3%
Life Insurance & Long Term Disability	\$9,560	\$3,046	31.9%
Paramedic Incentive Pay	\$16,800	\$7,304	43.5%
Retirement	\$1,377,544	\$703,654	51.1%
Social Security Tax	\$1,798	\$1,229	68.3%
Unemployment Insurance	\$14,630	\$417	2.9%
Medicare Tax	\$73,102	\$34,385	47.0%
Workers' Compensation	\$127,264	\$39,660	31.2%
Labor (Temporary)	<u>\$17,200</u>	<u>\$16,416</u>	95.4%
PERSONNEL (Subtotal)	\$8,559,257	\$4,183,584	48.9%

RANCHO SANTA FE FIRE PROTECTION DISTRICT
OPERATING EXPENDITURES FOR FISCAL YEAR 2010
 July 1, 2009 thru December 31, 2009

	BUDGET EXPENDITURES FY10	ESTIMATED EXPENDITURES FY10	% OF BUDGET
CONTRACTURAL			
Administrative Fees	\$154,072	\$32,881	21.3%
Advertising	\$2,278		0.0%
Apparatus	\$4,000		0.0%
Association Dues	\$7,372	\$6,523	88.5%
Building/Facility Lease	\$12,000		0.0%
Dispatching	\$114,146	\$68,200	59.7%
Equipment Rental	\$1,509	\$600	39.8%
Equipment Repair	\$27,450	\$1,698	6.2%
Insurance	\$63,450	\$61,736	97.3%
Laundry Service	\$0		
Legal Services	\$25,000	\$12,172	48.7%
Local Meeting/Meal Expense	\$7,084	\$3,633	51.3%
Mileage Reimbursement	\$854	\$153	17.9%
Other Contractual Services	\$57,984	\$15,283	34.3%
Other Professional Services	\$146,376	\$43,784	29.9%
Permits	\$6,135	\$1,268	20.7%
Service Agreements	\$49,916	\$19,904	39.9%
Soil Contamination Cleanup	\$5,000		0.0%
Subscriptions	\$2,526	\$914	36.2%
Training	\$77,793	\$26,325	33.8%
Utilities			
Electricity	\$85,111	\$34,603	40.7%
Sewer	\$12,849	\$12,474	97.1%
Telephone	\$54,309	\$18,349	33.8%
Trash	\$9,574	\$5,300	55.4%
Water	\$14,723	\$8,322	56.5%
Vehicle Maintenance (Scheduled)	\$61,800	\$14,820	24.0%
Vehicle Repair	\$71,600	\$14,648	20.5%
CONTRACTURAL COSTS (Subtotal)	\$1,074,911	\$403,591	37.5%

RANCHO SANTA FE FIRE PROTECTION DISTRICT
OPERATING EXPENDITURES FOR FISCAL YEAR 2010
 July 1, 2009 thru December 31, 2009

	BUDGET EXPENDITURES FY10	ESTIMATED EXPENDITURES FY10	% OF BUDGET
MATERIALS & SUPPLY			
Apparatus	\$32,375	\$10,750	33.2%
Audio Visual	\$1,250		0.0%
Books	\$4,500	\$385	8.6%
Cellular	\$1,250	\$429	34.3%
Computer	\$52,588	\$14,459	27.5%
Electrical Supplies	\$417		0.0%
Fire Hose, Nozzles & Supply	\$5,000		0.0%
Firefighting Foam	\$3,500	\$1,048	29.9%
Food for Major Emergencies	\$1,000	\$159	15.9%
Fuel	\$70,300	\$28,829	41.0%
Furnishings/Equipment	\$4,500		0.0%
Grants	\$11,000		0.0%
Hydrant Maintenance	\$600	\$412	68.7%
Janitorial	\$20,500	\$2,877	14.0%
Knox Replacement	\$0		
Landscape	\$0	\$29	
Lumber/Screws/Nails	\$0	\$7	
Maps	\$750	\$379	50.5%
Medical Supplies	\$45,680	\$9,513	20.8%
Miscellaneous	\$3,254		0.0%
Office - General	\$46,351	\$15,366	33.2%
Paint	\$0		
Program Supplies	\$3,500	\$2,221	63.5%
Public Education	\$7,000	\$1,296	18.5%
Radio	\$25,200	\$15,371	61.0%
Rock, Sand, Gravel	\$500		0.0%
Safety	\$47,625	\$20,048	42.1%
Special Events & Awards	\$5,000	\$28	0.6%
Station Maintenance	\$38,466	\$6,310	16.4%
Station Supplies/Replacements	\$4,000	\$104	2.6%
Street Signs & Markers	\$500	\$22	4.3%
Tools	\$1,000		0.0%
Training (Expendable Supplies)	\$9,000	\$4,741	52.7%
Uniforms	\$27,500	\$7,086	25.8%
MATERIAL & SUPPLY (Subtotal)	\$474,106	\$141,869	29.9%
OPERATING COST SUMMARY			
Personnel	\$8,559,257	\$4,183,584	48.9%
Contractual	\$1,074,911	\$403,591	37.5%
Material & Supply	\$474,106	\$141,869	29.9%
Depreciation	\$629,263	\$0	0.0%
TOTAL COSTS	\$10,737,537	\$4,729,043	44.0%
BEFORE CAPITAL OUTLAY			

RANCHO SANTA FE FIRE PROTECTION DISTRICT
OPERATING EXPENDITURES FOR FISCAL YEAR 2010
 July 1, 2009 thru December 31, 2009

	BUDGET EXPENDITURES FY10	ESTIMATED EXPENDITURES FY10	% OF BUDGET
CAPITAL and PLANNED PROJECTS			
RSF3 - FBR Station			
Engineering Services	\$201,646	\$92,292	45.8%
Architectural Services	\$319,334	\$49,294	15.4%
Temporary Facility	\$139,971	\$83,928	60.0%
Construction	\$3,000,000	\$64,576	2.2%
Admin Building Remodel	\$191,096	\$11,103	5.8%
Dept Operation Center (DOC)*	\$4,200	(\$4,530)	-107.9%
Admin/Hqtrs Parking	\$3,000,000		0.0%
Copier Replacement	\$26,000	\$19,922	76.6%
0383 - Command	\$38,321	\$18,313	47.8%
Total Capital & Projects	<u>\$6,920,568</u>	<u>\$334,898</u>	4.8%

**Previous year expense voided check, to be reissued October 2009*

Note: GF will receive 75% of FMF funds at year-end for certain capital expenditures

COMBINED SUMMARY STATEMENT CASH ASSETS LIABILITIES

Rancho Santa Fe Fire Protection District

FY 10

PERIODS

Assets	30-Jun-09	30-Sep-09	31-Dec-09	31-Dec-08
Current Assets				
Cash	\$ 9,299,704	\$ 7,240,337	\$ 9,004,219	\$ 7,744,804
GF Accounts Receivable	\$ 489,298	\$ 83,207	\$ 182,651	\$ 71,049
ALS (Paramedic)	\$ 41,714	\$ 49,219	\$ 49,377	\$ 41,223
MDC Reserve	\$ 47,399	\$ 71,571	\$ 71,571	\$ 46,719
PASIS (Workers Compensation)	\$ 546,014	\$ 572,979	\$ 572,979	\$ 549,443
PREPAID (Cap Assets)	\$ 58,788	\$ -	\$ -	\$ -
TOTAL ASSETS	<u>\$ 10,482,917</u>	<u>\$ 8,017,313</u>	<u>\$ 9,880,796</u>	<u>\$ 8,453,238</u>
 Liabilities				
Current Liabilities				
Accounts Payable	\$ 268,026	\$ 3,295	\$ 3,295	\$ 49,925
Accrued Expenses	\$ 210,347	\$ 292,799	\$ 212,167	\$ 218,916
Other Payables	\$ 62,978	\$ -	\$ -	\$ 128,726
TOTAL LIABILITIES	<u>\$ 541,350</u>	<u>\$ 296,094</u>	<u>\$ 215,461</u>	<u>\$ 397,567</u>
 Long Term Liabilities				
Contract Compensation	\$ 516,993	\$ 511,195	\$ 527,446	\$ 385,294
IBNR Liability (Workers Compensation)	\$ 111,199	\$ 111,199	\$ 111,199	\$ 86,037
Soil Contamination	\$ 6,106	\$ 6,106	\$ 6,106	\$ 6,106
TOTAL LONG TERM LIABILITIES	<u>\$ 634,298</u>	<u>\$ 628,500</u>	<u>\$ 644,751</u>	<u>\$ 477,437</u>
 Fund Balance				
Restricted Reserves				
ALS / MDC Funds	\$ 82,083	\$ 113,610	\$ 113,610	\$ 88,166
CalPERS	\$ -	\$ 500,000	\$ 500,000	\$ -
PASIS (Workers Compensation)	\$ 436,779	\$ 436,779	\$ 436,779	\$ 467,452
General Fund Reserves				
Capital Replacement	\$ 3,272,646	\$ 4,048,918	\$ 4,048,918	\$ 3,000,000
Operating	\$ 4,250,000	\$ 1,931,818	\$ 3,477,273	\$ 3,272,727
Fund Balance Overage/(Deficit)	\$ 1,265,760	\$ 61,594	\$ 444,004	\$ 749,889
TOTAL FUND BALANCE	<u>\$ 9,307,269</u>	<u>\$ 7,092,720</u>	<u>\$ 9,020,584</u>	<u>\$ 7,578,234</u>
 TOTAL LIABILITIES & FUND BALANCE	<u>\$ 10,482,917</u>	<u>\$ 8,017,313</u>	<u>\$ 9,880,796</u>	<u>\$ 8,453,238</u>
 Restricted Cash				
Fire Mitigation	\$ 4,809,821	\$ 4,564,579	\$ 4,683,131	\$ 4,609,568
FMF Accounts Payable	\$ (362,514)	\$ -	\$ -	\$ -
FMF Accounts Receivable	\$ 117,272	\$ 118,552	\$ 120,526	\$ 96,468
FMF Deposit In Transit	\$ -	\$ -	\$ -	\$ -
	<u>\$ 4,564,580</u>	<u>\$ 4,683,131</u>	<u>\$ 4,803,657</u>	<u>\$ 4,706,036</u>
 Combined Fund Total	<u>\$ 15,047,496</u>	<u>\$ 12,700,444</u>	<u>\$ 14,684,454</u>	<u>\$ 13,159,274</u>

PLAN REVIEW

RESIDENTIAL PLAN REVIEWS	Number of Structures	Sq Footage
Fire Marshal	15	62,048
Fire Inspector	0	0
TOTAL	15	62,048

RESIDENTIAL ADDITIONS	Original Sq Footage	Added Sq Footage
Fire Marshal	24,840	2,722
Fire Inspector	0	0
TOTAL	24,840	2,722

COMMERCIAL PLAN REVIEWS	Number of Structures	Sq Footage
Fire Marshal	0	0
Fire Inspector	0	0
TOTAL	0	0

TOTAL NEW CONSTRUCTION		Sq Footage
Based on permitted Sq footage	Total Added	64,770

FIRE SPRINKLER REVIEWS	Commercial	Residential
Fire Marshal	0	0
Fire Inspector	0	6
TOTAL	0	6

TENANT IMPROVEMENTS	Number of Structures	Sq Footage
Fire Marshal	0	0
Fire Inspector	0	0
TOTAL	0	0

LANDSCAPE REVIEWS	Number of Reviews	Staff Hours
Urban Forester	15	12.0
TOTAL	15	12.0

SERVICES PERFORMED

DPLU - Fire Marshal	Number	Staff Hours
Project Availability Forms	0	0.0
Use Permits	3	3.0
Zaps	0	0.0
Administrative Review	3	3.0
Habit Plans	0	0.0
Approval Letters	3	3.0
TOTAL	9	9.0

INSPECTION SERVICES- All Staff	Number of Inspections	Staff Hours
Undergrounds	3	3.0
Hydros	48	45.0
Finals	26	28.0
Landscape	0	0.0
Reinspections	1	1.0
Code Enforcement	11	13.0
Misc.	9	9.0
TOTAL	98	99.0

HAZARD INSPECTIONS - All Staff	Number of Inspections	Staff Hours
Weed Abatement Inspection	4	3.0
Weed Abatement Reinspection	8	6.0
1st Notice	7	5.0
2nd Notice	7	5.0
Final Notice	3	3.0
Forced Abatement	0	0.0
Homeowner Meeting	4	0.0
TOTAL	33	22.0

SERVICES PERFORMED

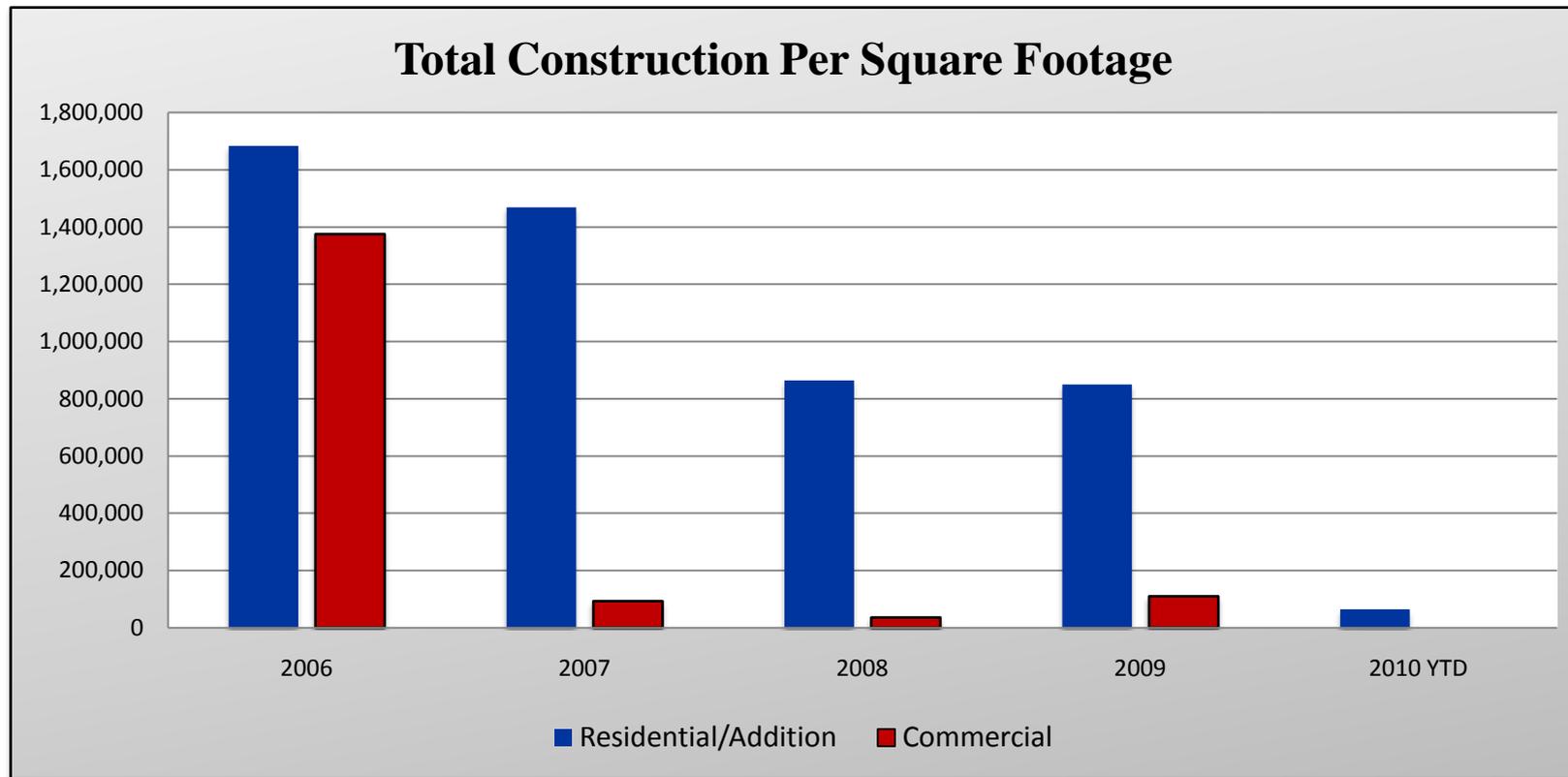
GRADING - Fire Marshal	Number of Inspections	Staff Hours
Plan Review	1	1.0
Site Inspection	1	1.0
TOTAL	2	2.0

SPECIAL PROJECTS - All Staff	Number of Inspections	Staff Hours
GIS Mapping	0	
Fuels Mitigation	0	
Special Projects/Other		72.0
Continuing Education (Staff Hours)		
TOTAL	0	72.0

FIRE PREVENTION - All Staff	Number	Staff Hours
Incoming Phone Calls	230	39.8
Consultations	6	6.0
General Office	9	30.0
TOTAL	236	45.8

PUBLIC EDUCATION - PRC	Number	Staff Hours
Web Master (Website hits and hours worked)	0	6.0
Graphic Design		16.0
Communication & Relations		6.0
Number of Releases	2.0	
Education: Design and Prepare		17.0
Education: Presentations	273.0	12.0
Number Reached: Children		
Number Reached: Adults		
In Service Staff Training		
Child Safety Seat Installations	8.0	8.0
Clerical		51.0
Continuing Education		26.0
Special Projects		0.0
TOTAL		142.0

Office Support Coordinator-Prevention	Number	Staff Hours
Phone Calls (All Administrative Staff)	725	36.3
Walk in/Counter (All Administrative Staff)	219	11.0
Knox Application Request	3	0.3
UPS Outgoing Shipments	5	0.4
Plan Accepted/Routed	35	5.8
Training Classes:		
Outside Meetings		
TOTAL		53.7



Year	Res/Add	Comm	Total
2006	1,682,953	1,375,623	3,058,576
2007	1,468,352	92,962	1,561,314
2008	864,159	35,264	899,423
2009	849,787	110,048	959,835
2010 YTD	64,770	0	64,770

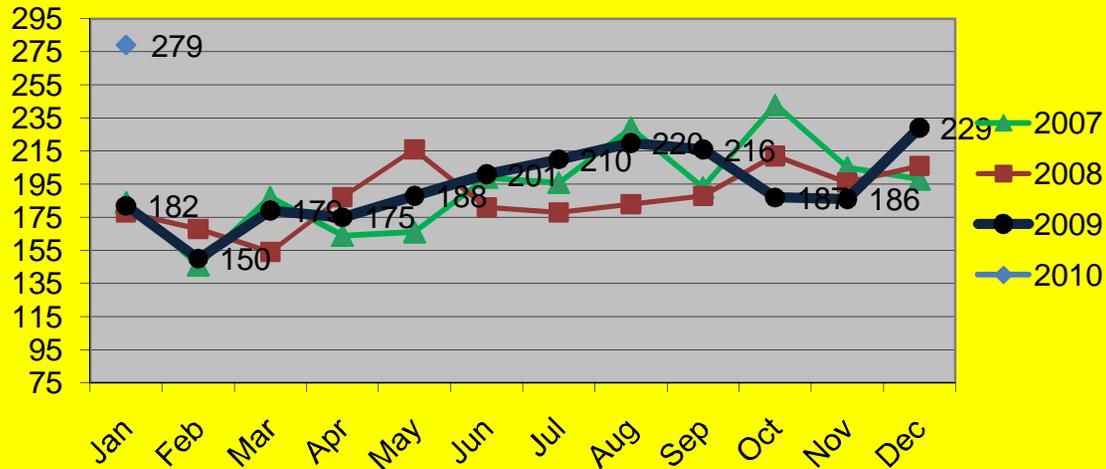
Comparison 2009/2010 Total Square Footage

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2009	68,294											
2010	64,770											

Rancho Santa Fe Fire Protection District Incident Response Report

February 2010 Board Report

Four Year Monthly Response Comparison



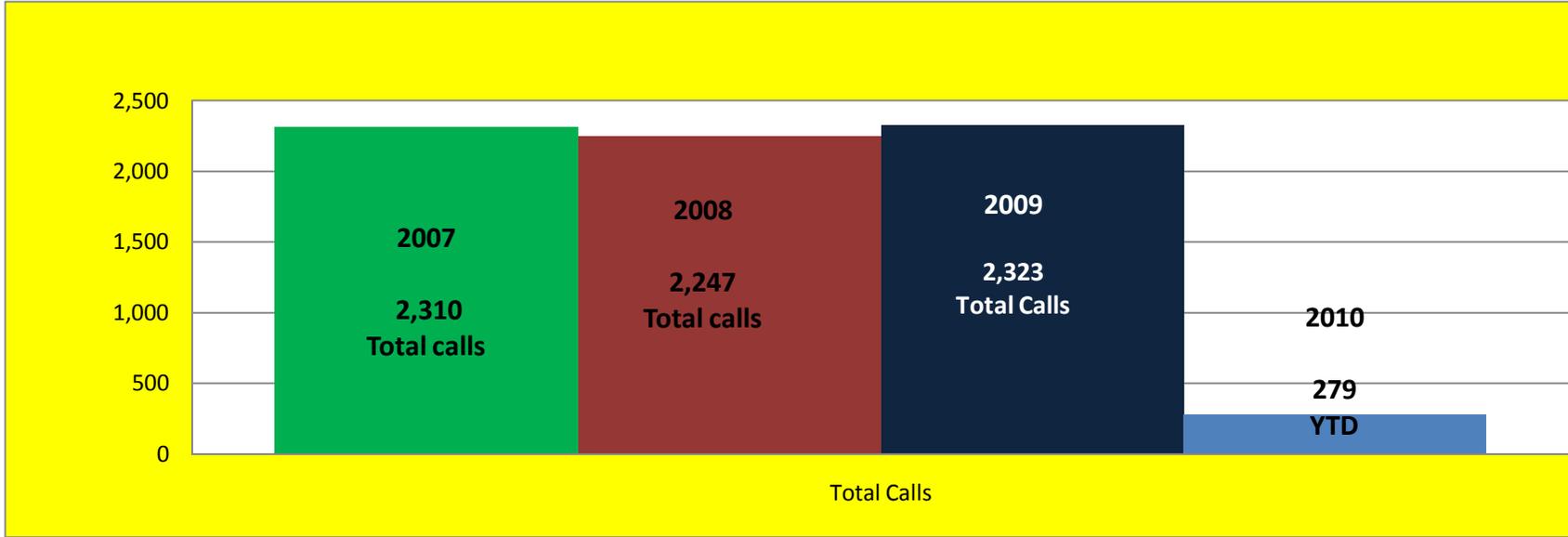
2007	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total Responses
Responses	184	146	187	164	166	199	196	229	193	243	205	198	2,310
YTD	184	330	517	681	847	1,046	1,242	1,471	1,664	1,907	2,112	2,310	21% increase

2008	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD Responses
Responses	178	168	154	187	216	181	178	183	188	212	196	206	2,247
YTD	178	346	500	687	903	1,084	1,262	1,445	1,633	1,845	2,041	2,247	2.7% decrease

2009	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD Responses
Responses	182	150	179	175	188	201	210	220	216	187	186	229	2,323
YTD	182	332	511	686	874	1,075	1,285	1,505	1,721	1,908	2,094	2,323	3.4% increase

2010	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total Responses
Responses	279												279

YTD	279	279	279	279	279	279	279	279	279	279	279	279
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Incident Summary by Incident Type

Date Range: From 01/01/2010 To 01/31/2010

Incident Type(s) Selected: All

Incident Type	Incident Count	Used in Ave. Resp.	Average Response Time hh:mm:ss	Total Loss	Total Value
Fire	10	8	00:06:47	\$356,000.00	\$1,855,500.00
Rupture/Explosion	1	1	00:08:31	\$0.00	\$0.00
EMS/Rescue	98	93	00:05:23	\$0.00	\$0.00
Hazardous Condition	13	12	00:06:28	\$0.00	\$0.00
Service Call	59	16	00:06:40	\$0.00	\$0.00
Good Intent	62	4	00:05:42	\$0.00	\$0.00
False Call	20	20	00:07:08	\$0.00	\$0.00
Severe Weather	14	8	00:15:56	\$0.00	\$0.00
Other	2	1	00:06:27	\$0.00	\$0.00
Blank or Invalid	2	0		\$0.00	\$0.00
Totals	281	163		\$356,000.00	\$1,855,500.00

Note: The incident count used in averages does not include the following:

Not Completed incidents, Mutual Aid Given, Other Aid Given, Cancelled in Route, Not Priority, Fill-In Standby, No Arrival and Invalid Dates/Times.

January 2010

January 2010							February 2010						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
					1	2		1	2	3	4	5	6
3	4	5	6	7	8	9	7	8	9	10	11	12	13
10	11	12	13	14	15	16	14	15	16	17	18	19	20
17	18	19	20	21	22	23	21	22	23	24	25	26	27
24	25	26	27	28	29	30	28						
31													

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
12/27 - 1/1	Dec 27	28	29	30	31	Jan 1, 10 New Years Day	2
1/3 - 8	3 Firefighter Testing; St	4 9:00am Haz Mat - 26: 1:30pm Haz Mat - 26:	5 8:00am 9:00am Haz Mat - 26: 1:30pm Haz Mat - 26:	6 7 FSA Orientation; RSF #1; Michael J. Gibbs 9:00am Scripps - Skill 9:00am Scripps - Skill		8 5:00pm 9:00am Hose lays - 2 1:30pm Hose Lays - 2	9
1/10 - 15	10	11 8:30am ladder Testin 9:00am Haz Mat - 26: 1:30pm Haz Mat - 26:	12 Fire Prevention ; Field	13 9:00am Haz Mat - 26: 1:30pm Haz Mat - 26:	14 9:00am Haz Mat - 26: 1:30pm Haz Mat - 26:	15 9:00am Haz Mat - 26: 1:30pm Haz Mat - 26:	16
1/17 - 22	17	18 Fire Prevention	19 Fire Prevention	20 Fire Prevention	21 Fire Prevention; Field	22 9:00am Hose lays - 2 1:30pm Hose Lays - 2	23
1/24 - 29	24	25 9:00am Scripps - Skill	26 9:00am SDSME ; RSF	27 9:00am SDSME ; RSF	28 9:00am SDSME ; RSF	29 9:00am Hose lays - 2 1:30pm Hose Lays - 2	30
1/31 - 2/5	31	Feb 1	2	3	4	5	6

On November 1st, you responded
to a call to our home for my
brother, Michael Svec.

Michael suffered a massive
stroke, his 2nd stroke, at

the age of 55.

You brought him down to
USIS at my request.

My brother passed away at
US Hospice on 11/8-

Thank you for all your care
for my brother.

May Blessings

of

Abundant Joy

and

Abiding Peace

be always

yours.

The Family of
Michael Svec

ST. BONAVENTURE INDIAN MISSION & SCHOOL
*serves the people of the Eastern Navajo Reservation,
providing education programs for 225 Navajo girls and boys,
busing them to school from the high desert and remote mesas,
repairing and rebuilding basic housing for poor families
and delivering water, meals, clothing and bedding to those in need.*



ST. BONAVENTURE INDIAN MISSION & SCHOOL
PO BOX 610 THOREAU, NM 87323-0610
WWW.STBONAVENTUREMISSION.ORG



DECEMBER 21, 2009

TROY, MIKE, MARSHAL
GENTLEMEN THREE -

YOU CALLED IT, PROFESSIONAL
FIREFIGHTERS!

THANK YOU FOR YOUR FINE SERVICE!

Virginia Simitry

Palomar District
California Garden Clubs, Inc.

"Gardening: Having a Hand in Creation"

January 8, 2010

Julie Taber
Public Relations Coordinator
Rancho Santa Fe Fire Protection District
P.O. Box 410
Rancho Santa Fe, CA 92067

Dear Ms. Taber,

Thank you for making it possible for Fire Marshall Cliff Hunter to speak at the California Garden Clubs Inc. Winter Board meeting which was held in San Diego, January 8-10, 2010. Fire Marshall Cliff Hunter's program titled "Shelter in Place... If you can't evacuate" was informative and of great interest to our attendees who come from all areas of the State of California.

California Garden Clubs Inc., a nonprofit corporation established in 1936, is a federation of garden clubs throughout California devoted to the development of all phases of gardening and floral design, the betterment and beautification of the community, the protection and conservation of our natural resources and the exchange of information and ideas. The objectives are set forth in the bylaws.

I have enclosed is a donation on behalf of the Palomar District of California Garden Clubs Inc. to the Rancho Santa Fe Fire Protection District to help continue your outstanding service to the community.

Sincerely,



Joan Patten
Treasurer, Palomar District

H. LEE SAROKIN
United States Circuit Judge, Retired
P.O. Box 675932
Rancho Santa Fe, CA 92067

(858) 759 0904 Office
(858) 759 0629 Fax
haddonl@cox.net

Nicholas G. Pavone, Fire Chief
Rancho Santa Fe Fire Department
Rancho Santa Fe, CA 92067

Jan. 20, 2010

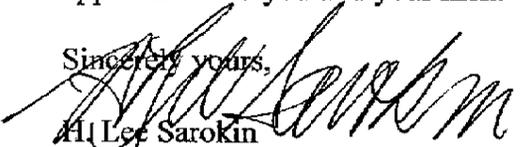
Dear Chief Pavone:

Re: 7849 Muirfield Way

Three of your firefighters responded to my call for help during the current storm. Water was flooding our driveway and entering our house primarily due to a major run-off from the street. They responded immediately, and they could not have been more helpful our courteous. We were in a total state of panic seeing the water entering our house, and they were successful in preventing it (at least for the time being) and calming our fears.

When you are old, as we are, it is comforting to know that help is so close by. When I told your men that I was exhausted from fighting the water but had hesitating calling your department, expecting that there were more important crises to attend to, they said better to be here for the flood than reasons of my health. I totally agree and so appreciate their efforts and attitude. They have not been gone more than an hour, but I did not want to let any time elapse in expressing my appreciation to you and your men.

Sincerely yours,


H. Lee Sarokin

P.S. Incidentally, no matter how hard I pressed them to accept some compensation for their kindness, they refused. You should be very proud of them-----they all deserve a raise!

To the "C" Shift firefighters and
Paramedics of RSF FD Station #1.

On January 11, 2010 you guys
saved my life. I was suffering
a heart attack, the nature of
which I shouldn't have survived.

As a former fireman I know
what you do and why you
do it. I never thought I would
be on the receiving end of such
emergency care.

It is because of your professional
skills and dedication that I have
more of life to live. I will
never forget that.

Thank you all,
Stephen A near



Phone # (619) 531-3063
Fax # (619) 531-3066
steve.anear@sdca.org

STEPHEN R. ANEAR
DEPUTY DISTRICT ATTORNEY
LIFER HEARING UNIT

Master Agenda
Page 30 of 63

P O Box 172
Rancho Santa Fe CA

Rancho Santa Fe Fire District
P.O. Box 410
Rancho Santa Fe, CA 92067

Attn: Renee

Oct. 11, 2009

Dear Renee,

Thank you so much for your attention to the dead pine trees in my neighborhood. They are all gone now.

I have to say I was very impressed with your overall response. You called me right away, explained the process, and followed through.

Good luck with the fire district's work on clearing out dead trees in our community.

Thank you very much.



Sandra Zarcades

Copy to: Rancho Santa Fe Association Board



The Mission Inn

HOTEL & SPA

A NATIONAL HISTORIC LANDMARK

Mr. Nick Pavone
 PO Box 410
 Rancho Santa Fe CA 92067
 US

Arrival date: 01-20-10
 Departure date: 01-22-10
 No. in party: 1 / 0
 Room No.: 175
 Account No.:
 BookingNo.:
 Page No.: 1 of 1

Invoice #: 126104

01-22-10

INVOICE

Date	Description	Reference	Charges	Credits
01-20-10	Parking-Valet Overnight		15.00	
01-20-10	Room-Group		109.00	
01-20-10	Occupancy Tax		11.99	
01-21-10	Room-Group		109.00	
01-21-10	Occupancy Tax		11.99	
01-22-10	Parking-Valet Overnight		15.00	
01-22-10	Visa	XXXXXXXXXXXX6700 XX/XX		271.98
Total			271.98	271.98
Balance			0.00	

Cashier: 67

I agree to be held personally liable in the event that the indicated person, company or association fails to pay all or part of these charges.

Signature _____

STAFF REPORT

NO. 10-02

TO: BOARD OF DIRECTORS
NICHOLAS G PAVONE, FIRE CHIEF

FROM: TONY MICHEL, DEPUTY CHIEF

SUBJECT: 3C'S MEMORANDUM OF UNDERSTANDING (MOU)

DATE: FEBRUARY 3, 2010



BACKGROUND

After the devastating 2003 fire season, public safety officials across the region agreed on the importance of law enforcement and fire-rescue agencies working together. The Regional Command and Control Communications (3Cs) Program is an example of public safety agencies working together to find a common solution for the region which will benefit both large and small municipalities. 3Cs began as a grant funded project in 2005 to build a high-capacity data network transported over microwave radio for the use and benefit of regional public safety entities. The program was initially developed as a collaborative effort between the City of San Diego Police Department, City of San Diego Fire-Rescue Department, and the San Diego County Sheriff's Department to improve information sharing capabilities between first responders, emergency managers, and other responding agencies during emergencies. The collaboration was defined by a Memorandum of Understanding (MOU) between the three departments supporting their "joint commitment to the goal of the collaborative development and implementation of interoperable communication capabilities among emergency agencies and services throughout the cities and unincorporated areas of the County of San Diego and, as feasible, beyond these borders to Riverside, Imperial, and Orange counties." The collaboration enabled the City to apply for grant funds on behalf of the region.

3Cs was divided into multiple phases and funded by a variety of grants. Initial project funding was awarded through the Community Oriented Policing Services (COPS) grant program and subsequent major funding has been awarded through the Urban Area Security Initiative (UASI) grant program. The San Diego Urban Area Working Group (UAWG) provides oversight and approval for all UASI Grant applications submitted on behalf of the San Diego Urban Area. Grant funds have also been provided through tribal grant programs. To date, federal, tribal and state grant funds for 3Cs have been awarded to the City of San Diego to manage.

Grant funds cannot be utilized to support on-going costs; therefore, a sustainment plan must be implemented. Sustainment is defined as supporting the system through the defined life span of 10 years. Revenue will be generated to support maintenance and operational costs by leasing network capacity to participating public safety agencies and by charging line fees for participants utilizing the network for emergency management. As sponsoring agencies of both the Regional 3Cs project and program, the City and County of San Diego will defer line fee and data transfer expenses by providing labor for the project in kind.

CURRENT SITUATION

In FY 09 and FY10, the Board of Directors approved the RSFFPD Financial Plans that included the 3Cs project. No expenditures to date have ever been spent on this project. The 3Cs project final Memorandum of Understanding was recently drafted and sent to all participating public safety agencies to sign. Since the North County Dispatch JPA and the Rancho Santa Fe Fire Protection District only require one line feed from the 3Cs network, we will only be charged one fee for both agencies and we will be sharing the cost of the per agency fee. The fee will be split 50/50 between both agencies and the Fire District will be responsible for approximately \$3,500 annually. The District's legal counsel has reviewed this MOU without any added comments or concerns.

RECOMMENDATION

Staff recommends that the Board to authorize the Fire Chief to sign the MOU and enter into agreement with the 3Cs project.

**MEMORANDUM OF UNDERSTANDING
SAN DIEGO REGIONAL
COMMAND & CONTROL COMMUNICATIONS PROGRAM**

Effective as of the day and year last written below (the “Effective Date”), this Memorandum of Understanding (“MOU”) provides for the collaborative development, implementation, and management of interoperable Regional Command and Control Communications (“3Cs”) capabilities by and among the City of San Diego, the County of San Diego, and signatories to Addendum A (herein individually referred to as a “Party” and collectively referred to as the “Parties”).

This MOU is not intended to establish a Joint Powers Agreement or separate legal entity. This MOU establishes a contractual relationship among the Parties that may be known as the “3Cs Program.” Except as provided herein for amendments, bylaws, rules and regulations approved pursuant to the provisions of the MOU, this MOU is the only binding agreement between these Parties related to the subject matter of this MOU as detailed herein.

BACKGROUND

After the devastating 2003 fire season, public safety officials across the region agreed on the importance of law enforcement and fire-rescue agencies working together. The Regional Command and Control Communications (3Cs) Program is an example of public safety agencies working together to find a common solution for the region which will benefit both large and small municipalities. 3Cs began as a grant funded project in 2005 to build a high-capacity data network transported over microwave radio for the use and benefit of regional public safety entities. The program was initially developed as a collaborative effort between the City of San Diego Police Department, City of San Diego Fire-Rescue Department, and the San Diego County Sheriff’s Department to improve information sharing capabilities between first responders, emergency managers, and other responding agencies during emergencies. The collaboration was defined by a Memorandum of Understanding (MOU) between the three departments supporting their “joint commitment to the goal of the collaborative development and implementation of interoperable communication capabilities among emergency agencies and services throughout the cities and unincorporated areas of the County of San Diego and, as feasible, beyond these borders to Riverside, Imperial, and Orange counties.” The collaboration enabled the City to apply for grant funds on behalf of the region.

3Cs was divided into multiple phases and funded by a variety of grants. Initial project funding was awarded through the Community Oriented Policing Services (COPS) grant program and subsequent major funding has been awarded through the Urban Area Security Initiative (UASI) grant program. The San Diego Urban Area Working Group (UAWG) provides oversight and approval for all UASI Grant applications submitted on behalf of the San Diego Urban Area. Grant funds have also been provided through tribal grant programs. To date, all federal, tribal and state grant funds for 3Cs have been awarded to the City of San Diego to manage.

CONCEPT OF OPERATIONS

The Regional 3Cs network is being built to the highest level of public safety standards with redundant power and network paths to ensure that this network is operating when other networks in the region have failed. The network utilizes primarily microwave technology to transport data between public safety agencies at all levels of government operating in San Diego and neighboring counties. 3Cs connects emergency operations management centers of local, state, and federal agencies throughout the region and surrounding counties to enhance communications and information sharing in critical incidents. In addition to supporting inter-agency collaboration for large scale incidents such as wildland fires and other disasters, the 3Cs network will provide a means to transport data for day-to-day operations. By offering data services on the network, 3Cs will be able to generate revenue to off set on going support costs.

Grant funds cannot be utilized to support on-going costs; therefore, a sustainment plan must be implemented. Sustainment is defined as supporting the system through the defined life span of 10 years. Revenue will be generated to support maintenance and operational costs by leasing network capacity to participating public safety agencies and by charging line fees for participants utilizing the network for emergency management. As sponsoring agencies of both the Regional 3Cs project and program, the City and County of San Diego will defer line fee and data transfer expenses by providing labor for the project in kind.

This MOU between the City of San Diego and the County of San Diego is required to address key issues in the program and to support the addition of new members of the network. Key issues to address include: establishment of roles and responsibilities, ownership of maintenance of equipment, support levels, establishment of cost recovery mechanisms, and regional representation.

I. SCOPE

The scope of the 3Cs Program is to provide for the collaborative development and implementation of interoperable communications capabilities among public safety agencies throughout the cities and unincorporated areas of San Diego County (the San Diego Urban Area) and Imperial County and, as feasible, other areas and counties adjacent to the San Diego Urban Area. The 3Cs Program enables collaboration, situational awareness and timely distribution of critical incident information by providing a command-level communications structure for public safety when managing an incident that affects the region. The 3Cs network has been designed for secure transport of real time disaster, major incident, emergency management, training and other related public safety information. The 3Cs network provides an organized method of coordinating regional public safety resources (law enforcement, fire, medical) to expedite efficient deployment of those resources and serves primarily as a logistics and unified communications and command network between Emergency Operations Centers (EOCs), Departmental Operations Centers (DOCs), dispatch centers, and the field. It is recognized that each of the Parties has and will maintain its own interoperability capabilities beyond the 3Cs network.

II. PURPOSE AND INTENT

The purpose and intent of this MOU is to define the operational structure of the 3Cs Program. The Parties hereto agree to work together in a cooperative manner that benefits regional public safety and emergency services, and ensures optimal communication, coordination and information sharing in all appropriate instances, among all appropriate entities. The Parties intend to utilize the administrative and operations structure outlined in this MOU. This document sets forth the rights and responsibilities of the Parties for participation in the 3Cs Program. The Parties agree as follows:

III. POLICY

The 3Cs network is a regional resource that is available for use by participating public safety agencies on an as-needed and as available basis any time multidiscipline operations dictate or at the discretion of the Parties and in accordance with operational policies adopted by the 3Cs Operations Advisory Board. Use of the 3Cs network should be considered during the planning phase for all large pre-planned regional exercises or events and incorporated into any written operations plans.

IV. OPERATIONAL STRUCTURE

A. Operations Advisory Board

The 3Cs Program shall have oversight by a seven (7) member Operations Advisory Board (“Board”). The Board shall be responsible for providing input on the overall administration and direction of the 3Cs Program through interaction with the Steering Committee (as defined below). The Board’s duties and responsibilities shall include advising and providing recommendations on the program’s vision and scope, priorities, acting as a program advocate, establishing program funding, and overseeing the Steering Committee. The Board shall meet no less than once a year.

1. Organization

The following seven representatives, or their designees, shall act as the Operations Advisory Board:

- City of San Diego Chief of Police
- City of San Diego Fire Chief
- San Diego County Sheriff
- San Diego County Office of Emergency Services Director
- San Diego County Police Chiefs and Sheriff’s Association Chairperson
- San Diego County Fire Chiefs Association Chairperson
- San Diego Fire District Coordinator

2. Rules and regulations

The Board may adopt bylaws, rules, or regulations as may be required for the conduct of its meetings and the orderly operation of the 3Cs Program in accordance with applicable law and/or any rule or regulation.

3. Quorum and voting

The Sheriff and the City of San Diego Fire Chief must each have a representative present, and a minimum of two (2) additional board members must be present in order for the Board to have a quorum to vote and transact business. Each member shall have one (1) vote.

Actions of the Board shall be approved by a majority vote of members present at a meeting where a quorum exists and both the Sheriff's representative and the City of San Diego Fire Chief's representative vote in favor of such actions.

B. Steering Committee

The 3Cs Program shall be regionally coordinated by a Steering Committee. The Steering Committee's duties and responsibilities shall include: project oversight, establishing and monitoring all 3Cs subcommittees, development of the operational procedures, resolution of project differences of opinion and grievances, and approval of each aspect of project development and implementation. Steering Committee recommendations shall be presented to the Board for approval. The Steering Committee shall meet no less than once every three (3) months.

1. Organization

The 3Cs Steering Committee shall be comprised of the following representatives or their designated alternatives:

- 3Cs Program Manager (non-voting member)
- Regional Technology Center Representative (non-voting member)
- County Office of Emergency Services Representative
- County Sheriff's Department Wireless Services Representative
- County Sheriff's Department Representative
- City of San Diego Office of Homeland Security Representative
- City of San Diego Communications Representative
- City of San Diego Police Representative
- City of San Diego Fire-Rescue Representative
- California Department of Forestry and Fire Protection (CAL FIRE) Representative
- Public Safety Government Representative elected by the Steering Committee's designated Member Subcommittee

Each member of the Steering Committee may designate an alternate. Changes to the Steering Committee, including the addition of new representatives, will be approved by majority vote of the Operations Advisory Board, following the rules of quorum and voting in accordance with Section IV.A, Paragraph 3, of this MOU and applicable law.

2. Quorum and voting.

A quorum for the conduct of the Steering Committee business shall exist when a majority of the Steering Committee members or their alternates and at least one representative of both the City of San Diego and the Sheriff are present. Each member of the Steering Committee or their alternate shall have one vote. When a committee member and their alternate are both present, only the committee member shall vote. Actions of the Steering Committee shall be approved by a majority vote of members present at a meeting where a quorum exists.

C. Program Manager.

The Party providing management of the majority (in dollar value) of the contracts and grants shall assign an employee to serve as Program Manager. The 3Cs Program Manager, after consulting with the Steering Committee, shall be responsible for the selection of other project technical consultants, formation of the project working team from the participating agencies, specifications and preparation of any grant proposals, and for primary vendor selection screening and recommendation. The Program Manager shall report to the Board and shall serve as the Chair of the Steering Committee. The Program Manager shall coordinate with the Fund Coordinators for all contractual and grant administration issues.

D. Fund Coordinators

Fund Coordinators from the City of San Diego, County of San Diego, and other Parties utilizing 3Cs grant funds shall be responsible for administration, coordination, fiscal integrity, record maintenance, and other administrative duties as associated with 3Cs grant funds. The Fund Coordinator(s) shall be an employee of the agency managing the grant and shall coordinate with the Program Manager. Each Party shall cooperate with and assist the City of San Diego and any other agency receiving 3Cs grants, in any way necessary to respond to an audit of any grant that funds the 3Cs Program in whole or in part.

E. Network Operations & Maintenance Group

The San Diego County Sheriff's Department's Wireless Services Division and the City of San Diego's Communications Division shall jointly form the 3Cs Network Operations and Maintenance Group. This group shall be responsible for the development and implementation of a support model for 3Cs microwave, network, and end user equipment. The Network Operations and Maintenance Group shall report to the 3Cs Operations Advisory Board and coordinate closely with the Steering Committee.

F. Project Manager

A Project Manager may be selected to manage and complete the 3Cs project tasks per a defined Statement of Work (SOW) for each project phase. The Project Manager shall report to the Program Manager. The Project Manager will be an employee of the City of San Diego or an independent contractor.

G. Subcommittees

The Steering Committee shall establish and manage subcommittees as necessary to ensure effective operation, participation and communication for the 3Cs Program. The Steering Committee shall appoint a chair for each subcommittee. Members of any subcommittees are not required to be members of the Steering Committee. The subcommittee chairs shall, when requested by the Steering Committee, report the Subcommittee progress and issues to the Steering Committee.

V. OWNERSHIP AND MAINTENANCE OF EQUIPMENT

The Parties shall maintain the Infrastructure Equipment operated under the auspices of this MOU as described below. For purposes of this MOU, Infrastructure Equipment is defined as the transport network including microwave and fiber optics up to and including the network routing device located at each Party's End Point Equipment. End Point Equipment is defined as any equipment connected into the 3Cs Network via a network routing device directly connected to the 3Cs Infrastructure Equipment. The customer edge routing device is known as the Point of Demarcation.

A. The City of San Diego shall own and be responsible for all Infrastructure Equipment located in facilities managed by the City of San Diego.

B. The County of San Diego shall own and be responsible for all Infrastructure Equipment located in facilities managed by the County of San Diego.

C. Each Party shall possess and maintain the End Point Equipment utilized on the 3Cs Network so long as the End Point Equipment is utilized in accordance with the purpose(s) outlined in the grant.

D. All Parties are responsible to ensure that all End Point Equipment and any rules, regulations, policies or procedures that in any way relate to the End Point Equipment, complies with any and all technical specifications and requirements of the 3Cs Program.

E. The City of San Diego is responsible for providing installation services for all equipment for the 3Cs Program, subject to certain exceptions, and shall pay certain other costs. Further detail pertaining to project costs is outlined in Exhibit "B" which is attached hereto and incorporated herein by this reference.

F. All Parties hereby grant to the City, its employees, agents, contractors and subcontractors, a non-exclusive right of entry onto, over, in and under the property where

installation of the equipment shall occur, as specified in the site specific work order to be provided by the City, for the limited purpose of installation and maintenance of the Infrastructure and End Point Equipment, subject to the terms and conditions set forth in this MOU. Any person, firm, corporation or other entity authorized by the City to work upon the property in furtherance of this MOU shall be deemed to be the City's agent. It is fully understood that the rights granted pursuant to this MOU shall not confer any right or interest to the City of San Diego, its employees, agents, contractors and subcontractors in the property.

G. Maintenance and support services shall be performed in accordance with the Operations and Maintenance Plan for the San Diego Regional 3Cs Program.

VI. NETWORK OPERATING COSTS

A. The cost for operations and maintenance of the 3Cs Network shall be divided and allocated between the Parties based on the approved business plan, attached hereto as Exhibit "A" and incorporated by reference herein.

B. The cost of the ongoing operations and maintenance of the 3Cs Network to the Point of Demarcation shall be allocated to each Party on a per Point of Demarcation, on an annual basis.

C. The business plan attached as Exhibit "A" includes projected revenues, expenses, and net operating income based upon anticipated user fee income and various expense categories related to the anticipated staffing levels and other resource commitments to be made by the City and the County in order to ensure efficient and effective operations of the network. As reflected in the business plan, it is anticipated that revenues from network user fees will not be sufficient to offset operating costs. For this reason, the City and County shall receive network service in lieu of fee payment in order to compensate them for the anticipated operating losses when fees generated do not cover all costs incurred. That service in lieu of reimbursement for costs incurred shall be provided to City and County in part, through exclusive use allotments of network resources for their proprietary needs. It is anticipated that one-third of network resources will be dedicated to regional needs, one-third to City needs and one-third to County needs. It is anticipated that such "proprietary needs" for the County may in fact benefit regional partners through access to such services as SDLaw. The City and County will update the business plan annually by June 1st and present it to the Operations Advisory Board for a recommendation to the Mayor of the City of San Diego.

D. Fees assessed to each party will be collected by the City and deposited in a 3Cs revenue account. Fees collected shall be used to offset operations and maintenance costs incurred by the City and the County as outlined in the Business Plan. Deviations from the approved Business Plan will be submitted by the Network Operations and Maintenance Group and Program Manager to the Operations Advisory Board for a recommendation to the Mayor of the City of San Diego.

E. Connections to the network temporarily added by an agency to handle a disaster or emergency shall not be a part of determining the agency's ongoing cost, unless the Points of

Demarcation are retained for normal operations following resolution of the disaster or emergency.

F. The costs shall be in effect for a period of one (1) year in accordance with the fiscal year commencing on July 1st and ending on June 30th, except that if the effective date of this MOU is other than July 1, the first fiscal year shall be the short year starting the effective date of this MOU and ending the following June 30. The Board shall recommend to the Mayor of the City of San Diego that costs be adjusted annually based on the reevaluation of the business plan and recalculation of expected program costs following a majority vote as defined in Section IV., Subsection A., Paragraph 3, Quorum and Voting, herein above.

VII. ADDITIONAL PARTIES

A. Additional entities providing public safety services may become a party to this MOU upon a majority vote of the 3Cs Operations Advisory Board and by executing a document substantially similar to the form attached as Addendum “A.” The agreement shall be reviewed by the City of San Diego, prior to submitting to the 3Cs Operations Advisory Board for approval.

B. New parties added to this MOU shall appoint one (1) member to the 3Cs User Group.

VIII. NOTICE

Any notice, demand, complaint, request, or other submission under this MOU shall be in writing and shall be sent either by U.S. Mail, Certified, and Return Receipt Requested or by personal delivery, to the 3Cs Board in care of the Program Manager at:

3Cs Program Manager
City of San Diego
1010 Second Avenue, Suite 400
San Diego, CA 92101

IX. AMENDMENTS

This MOU may only be amended or modified by a vote of the Board in accordance with section IV.A.3 of this agreement.

X. COUNTERPARTS

This Agreement may be executed in any number of separate counterparts and by each of the Parties in separate counterparts, each counterpart constituting an original, and all such counterparts constituting but one and the same agreement.

XI. GOVERNING LAW

This MOU shall be governed by and construed according to the laws of California.

XII. COMPLIANCE WITH LAWS

In exercising their rights under this MOU, the Parties shall fully comply in all material respects with the requirements of any and all applicable laws, requirements and assurances required any grant that funds the 3Cs program in whole or in part, and regulations, rules, orders, policies and procedures of any governmental body having jurisdiction over the exercise of rights under this Agreement. Where there is a conflict between the applicable laws, rules, regulations, orders, policies, or procedures of any governmental body having jurisdiction over the exercise of rights under this Agreement, the applicable requirements and assurances required by any grant that funds the 3Cs program in whole or in part shall govern to the extent permitted by law.

XIII. EFFECTIVE DATE AND TERMINATION

A. This MOU shall become effective upon its execution by all Parties and, unless otherwise mutually agreed to in writing by the Parties shall remain in effect for two (2) years unless extended by mutual agreement and amendment.

B. Any Party to this MOU may withdraw by providing ninety (90) days written notice prior to the end of the fiscal year as defined herein. Regardless of the date that notice of withdrawal is provided, no withdrawal by any Party is effective until the last day of the fiscal year, as defined herein. Notice of termination shall be sent or otherwise delivered to the 3Cs Board at the address listed in Section VIII.

C. This MOU shall terminate immediately in the event of a loss of funding to the City necessary to carry out the purposes of this MOU, or disapproval by a federal administrative agency, or if it is determined by the Board or by a legal authority having jurisdiction that the MOU or the 3Cs project violates any federal or state laws, rules or regulations. In the event termination is pursuant to this provision, a notice specifying the reasons for termination shall be sent by the Board to all Parties to the MOU as soon as possible after the termination in accordance with the procedures set forth herein.

D. This MOU may not be terminated at the convenience of the Parties if the performance under this MOU is compelled by State or Federal Statute or Executive Order.

E. As of the effective date if this MOU, none of the parties to this agreement is aware of any State or Federal Statute or Executive Order that compels any Party to continue performance under this MOU or compels any Party not to terminate for any reason.

XIV. EFFECTS OF WITHDRAWAL AND TERMINATION

A. Upon withdrawal by any Party from this MOU, the Party withdrawing from participation in the MOU shall return all End Point Equipment funded by 3Cs grant awards to the Program Manager for reallocation or agree to pay the depreciated value minus any costs incurred outside of standard maintenance contracts.

B. Parties hosting Infrastructure Equipment in their facility that withdraw from this MOU agree to continue to allow operation of the equipment, including access to the facility, for the

lifespan of the system, which includes both Infrastructure and End Point Equipment, as set forth in the Business Plan, attached as Exhibit “A” hereto, and incorporated herein by this reference, provided the remaining Parties agree to assume all costs associated with operation of the 3Cs equipment in the facility including, but not limited to, utilities, real property costs, licenses, and equipment maintenance. The remaining Parties to this agreement also agree to assume all terms and obligations of existing permits, licenses, and lease agreements, and to operate and maintain the equipment in a manner that is consistent with any existing permits, regulations, or agreements.

C. Where any Party withdraws from participation in this MOU, such Party shall be responsible for actual costs including, but not limited to, costs for utilities, real property, licenses, and equipment maintenance, incurred in establishing and maintaining the Infrastructure Equipment and End Point Equipment up through and including the ninety (90) day period required for any Party to withdraw as required by this MOU, Section XIII, Subsection B.

D. Upon termination of this MOU, the Operations Advisory Board shall recommend to the Mayor of the City of San Diego by majority vote how to distribute any undistributed grant funds and equipment, subject to the rules associated with the grant award.

E. Any Party may be removed from the 3Cs System for good cause including, but not limited to failure to pay assessed fees or charges, failure to keep the system secure, failure to comply with applicable grant requirements, and/or improper release of information. Such removal can be made only upon a majority vote of the Operations Advisory Board after providing the member with at least 30 days written notice of the intended removal and an opportunity to be heard by the Operations Advisory Board. A member removed from the 3Cs System shall be subject to all obligations including, but not limited to, the financial obligations of this MOU and any requirements from any grants that fund the 3Cs Program in whole or in part.

XV. INDEMNIFICATION

A. Claims Arising From Sole Acts or Omissions of a PARTY

Each PARTY to this Agreement hereby agrees to defend and indemnify the other PARTIES to this Agreement, their agents, officers and employees, from any claim, action or proceeding against the other PARTIES, arising solely out of its own acts or omissions in the performance of this Agreement. At each PARTY's sole discretion, each PARTY may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve any PARTY of any obligation imposed by this Agreement. PARTIES shall notify each other promptly of any claim, action or proceeding and cooperate fully in the defense.

B. Claims Arising From Concurrent Acts or Omissions

The PARTIES hereby agree to defend themselves from any claim, action or proceeding arising out of the concurrent acts or omissions of the PARTIES. In such cases,

PARTIES agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph C below.

C. Joint Defense

Notwithstanding paragraph B above, in cases where PARTIES agree in writing to a joint defense, PARTIES may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of PARTIES. Joint defense counsel shall be selected by mutual agreement of PARTIES. PARTIES agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph 4 below. PARTIES further agree that no PARTY may bind the others to a settlement agreement without the written consent of the others.

D. Reimbursement and/or Reallocation

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

XVI. AUTHORIZED SIGNATURES

1. The Chief Operating Officer for the City of San Diego is authorized to execute this MOU through authority granted by the Mayor of San Diego and pursuant to San Diego City Charter Section 265. On June 23, 2009, item # 1, the County of San Diego Board of Supervisors authorized the Sheriff to execute this MOU and any extensions or amendments that do not materially change the terms of the agreement or the funding levels.

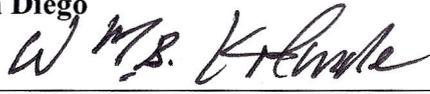
IN WITNESS WHEREOF, the Parties have caused this MOU to be executed by their duly authorized representatives as of the day and year last written below.

City of San Diego

By: 
Jay Goldstone
Chief Operating Officer

6-17-09
Date

County of San Diego

By: 
William B. Kolender
San Diego County Sheriff

6-26-09
Date

IN WITNESS WHEREOF, the Operations Advisory Board Members have agreed to endorse the operational structure represented in this MOU dated as of July 7, 2009, subject to all rights and obligations of a Party as set forth in the MOU. The undersigned represents that he or she is duly authorized to sign this MOU on behalf of the organization represented.

San Diego County Sheriff

By: William B. Kolender
William B. Kolender

6-26-09
Date

City of San Diego Chief of Police

By: William M. Lansdowne
William M. Lansdowne

6/29/09
Date

City of San Diego Fire Chief

By: Tracy Jarman
Tracy Jarman

6/18/2009
Date

San Diego County Police Chiefs and Sheriff's Association

By: Thomas Zoll
Thomas Zoll

7/2/09
Date

San Diego County Fire Chiefs Association

By: David Ott
David Ott

7-1-09
Date

San Diego County Office of Emergency Services

By: Ron Lane
Ron Lane

7-9-09
Date

San Diego Fire District Coordinator

By: August Ghio
August Ghio

7-2-09
Date

ADDENDUM A

**ADMISSION AGREEMENT
for a Party to the**

**MEMORANDUM OF UNDERSTANDING FOR THE SAN DIEGO REGIONAL
INTEROPERABLE COMMAND & CONTROL COMMUNICATIONS (3Cs) PROGRAM**

_____ hereby agrees to become a Party to that certain Memorandum of Understanding for the San Diego Regional Interoperable Command & Control Communications (3Cs) Program dated as of _____, 2009 (the "MOU"), subject to all rights and obligations of a Party as set forth in the MOU. The undersigned represents that he or she is duly authorized to execute this Admission Agreement on behalf of _____.

By: _____

Title: _____

Date: _____

EXHIBIT A

**BUSINESS PLAN
FOR THE
SAN DIEGO REGIONAL
COMMAND AND CONTROL COMMUNICATIONS (3Cs) PROGRAM
FY2010 – July 1, 2009 through June 30, 2010**

Statement of Purpose

The purpose of this business plan is to establish a program sponsored by both the City of San Diego and the San Diego County Sheriff’s Department as the region’s primary stakeholders in public safety communications. The primary business driver for the plan is to ensure the data network provides value to the region’s public safety community and is cost effective to operate and maintain.

Program Objective

Establish a business process to add customers on the network, bill for services, collect revenue, manage staff, and pay operational expenses in a manner that is cost effective to the City of San Diego and San Diego County Sheriff’s Department. In doing so, the network must also meet the requirements of the public safety community to securely transfer data between agencies for the purpose of encouraging inter-agency collaboration.

History of 3Cs

The Regional Command and Control Communications (3Cs) kicked off as a grant funded project in 2005 to build a high-capacity data network over microwave for public safety use. The project was divided into multiple phases and funded by a variety of grant funds. Table 1 describes the project phases

Table 1: Project Phases

Phase	Timeframe	Phase Goal
1	December 2005 – March 2007	<ul style="list-style-type: none"> • Pilot Phase – Proof of concept. Initial build out of the network to City and County sites. • Infrastructure to key mountaintop sites, across San Diego County and out to Imperial County.
2	May 2007 – April 2008	<ul style="list-style-type: none"> • Add additional network sites to implement path looping for additional redundancy on the network. • Add up to 10 public safety agencies to the network. • Add 5 additional video downlink sites. • Begin transition to MPLS networking standard for transport of secure data.

3	July 2008 – June 2010	<ul style="list-style-type: none"> • Add up to 30 public safety agencies to the network within San Diego County. • Improve coverage of helicopter downlink in the north and eastern sections of the county. • Implement MPLS standard • Begin utilizing the network for data applications, in addition to incident based video applications. • Implement a network operations center
4	TBD	<ul style="list-style-type: none"> • This phase is currently unfunded. • Continue to add additional sites to the network as requested by the public safety community. • Continue to add additional functionality to the network.

The network is built to the highest level of public safety standards with redundant power and network paths to achieve a higher level of operational availability than other local data networks typically provide.

Concept of Operations

The Regional 3Cs Program is in the process of building a public safety intranet utilizing primarily microwave technology to transport data between public safety agencies at all levels of government operating in San Diego and neighboring counties. In addition to supporting inter-agency collaboration for large scale incidents as stipulated in the grant awards, the program will provide a means to transport data for day-to-day operations. By offering data services on the network, 3Cs will be able to generate revenue to off set support costs.

Revenue will be generated to support not only labor, but maintenance, and operational costs by leasing network capacity to participating public safety agencies and by charging line fees for participants utilizing the network for emergency management. Billing for network access and usage will be implemented beginning July 2009. As sponsoring agencies of both the Regional 3Cs project and program, the City and County of San Diego will defer line fee and data transfer expenses by providing services for the project in kind.

In order to support a network of this size, dedicated staff is required. Staffing will be phased into the program across multiple years, with full staffing anticipated by the completion of Phase 3. The support model will include staffing for issues between 8am and 4pm Monday through Friday, with holidays and off hours covered with on call staff.

Roles and Responsibilities

The Regional 3Cs Program was initially developed as a joint effort between the City of San Diego and the San Diego County Sheriff's Department. Empowered by a Memorandum of Understanding (MOU) between the two agencies, a multi-tiered governance structure was implemented to manage new construction.

The City is responsible for the following project and program related tasks:

- Grant applications
- Grants administration
- Procurement
- Asset management
- Program Management
- Contracting and Billing for 3Cs Customers
- Radio Frequency (RF) Network Architecture Design
- Maintenance of the RF Network at assigned sites
- Hire and oversee contracted IP network and help desk support

The Sheriff's Department is responsible for the following tasks:

- RF Network Architecture Design
- Manage Installations
- Maintenance of the RF network at assigned sites
- Oversee IP network architecture

Key Assumptions

A number of programmatic, technology and cost assumptions have been made for the purposes of conducting this analysis. The assumptions most critical to the overall business case analysis are presented below:

- The intended goal of this program is to institute total cost recovery of the operational costs of the system. Not all recovery will be in the form of revenue. The City and County will be allocated part of the total network bandwidth, one third each (approximately 50Mb), in lieu of reimbursements for costs as outlined in the MOU.
- The City and County of San Diego will continue to work together to sponsor the 3Cs data network through the completion of Phase 3 of the project.
- 3Cs shall support emergency management efforts as required by the grant programs that funded the initial phases of the program.
- Grant funds cannot be utilized to support on-going costs, therefore a sustainment plan must be implemented. Sustainment is defined as supporting the system through the defined life span, and not full system replacement in perpetuity.
- Life span of the system is set for 10 years beginning July 2008 and ending June 30, 2018. No replacement costs for equipment beyond break fix are included in the cost estimates.
- All costs and revenue utilized in determining the business plan are estimated.
- Costs and revenue will be recalculated annually.

Key Risks

Lack of Awareness: High level executives and political officials may not be aware of the potential uses of the 3Cs network. This risk can be mitigated through a continued effort to educate the public safety community on 3Cs, including speaking at regional meetings and contacting perspective agencies directly.

Lack of Clearly Defined Ownership, Support, and Sustainment: The original August 2004 agreement entitled, in pertinent part, “Memorandum of Understanding Under The Office of Community Oriented Policing Interoperable Communications Grant Program...” between the City and County of San Diego is replaced and superseded by the new “Memorandum of Understanding For The Regional Command & Control Communications (3Cs) Program” (“3Cs MOU”) to which this Business Plan is attached. The 3Cs MOU is intended to support the addition of new members of the network. Key issues addressed in the 3Cs MOU include establishment of roles and responsibilities, ownership of maintenance of equipment, support levels, establishment of cost recovery mechanism, and regional representation.

Lack of an Identified Revenue Source to Replace the System Once it Reaches End of Life: This business plan does not provide a plan to systematically replace equipment that has reached its end of life. After careful analysis, the Steering Committee determined that to budget for systematic equipment replacement would cause an increase in fees that would be cost prohibitive for most public safety agencies in the county. This risk can be mitigated by continuing to research and plan for a transition from the 3Cs network to new technologies by 2018. Also, replacement costs can be incorporated into future operating budgets if the users of the system determine that the network has become a core competency and they require it to be maintained past 2018.

Technical Risk: The use of IP over microwave for high bandwidth capacity networks is relatively new. In transitioning to daily data transport, it is important that the network be well designed to support mixed usage and secure enough to qualify to transport law enforcement sensitive information.

Customer Resistance: Customer across the region may be unwilling or slow to commit to the project, especially due to financial constraints.

Cost Recovery Plan

A program of this scale requires a variety of expenses to keep it operational. In developing the cost recovery plan, the goal was to identify all real costs which will be incurred by either the City of San Diego or the Sheriff’s Department. Costs included labor (salaries and benefits), equipment maintenance and support contracts, lease costs for site space, cost to power the equipment, and vehicle costs associated with site visits for maintenance and troubleshooting of the system.

Because the plan assumes a 10-year lifespan without equipment replacement, hardware and software maintenance costs are included in the cost estimates. Microwave equipment purchased through Harris Stratex will be repaired utilizing a Time and Materials contract instead of a maintenance agreement. To mitigate the risk of unforeseen equipment failure, the program is

stocked with spare equipment.

Table 2 summarizes the expected costs to run the program.

Table 2: Expected Annual Costs

Costs		Cost	Unit	Extended Cost
Operational Expenses - Labor (Loaded Value)				
City	Program Manager (City - ¾ FTE)	\$179,830	.75	\$134,873
City	RF Tech (City - 1 FTE)	\$127,106	1	\$127,106
City	RF Engineer (City - ½ FTE)	\$163,573	.50	\$81,787
SDSD	RF Tech (Sheriff - 1.5 FTE)	\$129,051	1	\$193,576
SDSD	SR IT Engineer/Network Manger (Sheriff - ½ FTE)	\$147,816	.50	\$73,908
	Total Labor			\$611,250
Operational Expenses - Non-Labor Agency Expenses				
SDSD	Lease Costs (ISP and ISDN)			\$7,550
SDSD	Lease Costs (Woodson)			\$24,000
SDSD	Lease Costs (Red Mountain)			\$1,000
City	Site Electrical Costs (City Comm - 9 sites)	328	13	\$4,264
SDSD	Site Electrical Costs (SDSD WSD - 31 sites)	328	37	\$12,136
City	Vehicle and Travel Costs (City Comm - 1 vehicle)	3537	1	\$3,537
SDSD	Vehicle and Travel Costs (SDSD WSD - 2 vehicles)	3537	2	\$7,074
	Total Agency Expenses			\$59,561
Operational Expenses - Equipment Maintenance				
SDSD	Infrastructure Maintenance (Time and Materials)			\$50,000
City	Cisco Maintenance			\$143,994
Shared	Tandberg Infrastructure Equipment			\$32,962
Shared	Vbrick Infrastructure Equipment			\$20,685
	Total Maintenance			\$247,641
GRAND TOTAL COST				\$918,452

Table 3 shows the forecasted revenue that will be generated by the program. The revenue is divided into two sections: Hard Benefits and Operating Efficiencies. Hard Benefits are income expected to be collected by the participating agencies through the billing for emergency management line fees and by leasing space on the network for data transport.

As noted in the proposed Memorandum of Understanding for 3Cs, the City and County will receive network service in lieu of fee payment in order to partially compensate them for anticipated operating losses. That service in lieu of reimbursement for costs incurred will be provided in part through exclusive use allotments for proprietary needs. Operating efficiencies itemize the value of the network allotment for the City of San Diego and County of San Diego.

Operating efficiencies are defined as benefits the City and County receive from the network, including data transport capacity and emergency management services, in return for operating costs incurred by the City and County to support the system.

Table 3: Forecasted Annual Revenue¹

Revenue	Price	Unit	Extended Value
Hard Benefits - Revenue Generating			
Proposed Line Fee (Emergency Management) @ 20 mb = \$3,000			
Phase 2 Line Fees	\$3,000	7	\$21,000
Phase 3 Line Fees	\$3,000	23	\$69,000
Total EM Line Fee Revenue			\$90,000
Data Transport Revenue (P2P mb)	\$3,000	30	\$90,000
Data Transport Revenue (MP mb) 3- 5 sites	\$5,000	10	\$50,000
Data Transport Revenue (MP mb) 6-10 sites	\$9,000	10	\$90,000
Data Transport Revenue (MP mb) 10 + sites	\$15,000	5	\$75,000
Total Data Transport Revenue			\$305,000
TOTAL REVENUE			\$395,000
Operating Efficiencies - Benefits to City and County			
Data Transport County (MP mb)	\$5,000.00	50	\$250,000
Data Transport City (MP mb)	\$5,000.00	50	\$250,000
EM Sites County (EOC, DOC, Ridgehaven, ASTREA, MOC, HazMat)	\$3,000.00	6	\$18,000
EM Sites City (CAB, COB, PDHQ, FCC, ABLE, Convention)	\$3,000.00	6	\$18,000
TOTAL DEFERRED REVENUE			\$536,000
GRAND TOTAL REVENUE			\$931,000

¹ Revenue and rates were calculated using the following formulas:

Total Income Required to Recover Projected Costs =

(Projected Non-labor agency expenses + Equipment maintenance expenses) – (Cash Reserves from the previous year)

Data Transport Revenue=

\$3000 x projected capacity available for sale (P2P mb) + \$5000 x projected capacity available for sale (P2MP 3-5 sites) + \$9000 x projected capacity available for sale P2MP 6-10 sites) + \$15000 x projected capacity available for sale P2MP 10+ sites)

Emergency Management Line Fee =

(Total Income Required – Data Transport Revenue)/ Number of Parties – (City and County)

Utilizing the data from Tables 2 and 3, Table 4 calculates the return on investment (ROI) annually for the program. As stated in the assumptions section of this document, the intended goal of the program was total cost recovery, which equates to an ROI of zero.

Table 4: Potential Annual Return on Investment Calculation

Summary and ROI Calculation			
Total Costs			\$918,452
Total Revenue (and Offsets)			\$931,000
Percentage Recovered			104.5%
Difference			12,548
Cash Reserve			12,548
Return on Investment			0.0

The Return on Investment (ROI) analysis shows the 3Cs Program capable of recovering all costs, considering the forecasted costs and revenue once Phase 3 of the project is completed. Based on the data from Tables 2-4, the estimated costs for labor approximate the operating efficiencies (within 1%) received by the City and County of San Diego. Therefore, the City and County may achieve full recovery of costs associated with managing and supporting the 3Cs system through the estimated value gained utilizing their dedicated bandwidth on the network. All other costs will be recovered through billing payments by participating agencies outside of the City and County.

EXHIBIT B

Project Costs

As a participant of the 3Cs Program, equipment will be purchased on behalf of your agency. The City, its employees, agents, contractors and/or subcontractors shall install all equipment for the 3Cs Program, as specified in the site specific work order to be provided by the City, subject to the terms and conditions set forth in this MOU. Because 3Cs is funded through grants, it is important that each agency understand the limitations of the grant, and what items will need to be budgeted and procured by the individual participating agency.

Initial Costs

What the 3Cs project budget will pay for:

1. All costs associated with the design and installation of the 3Cs network
2. All costs for installation of network equipment such as routers and switches
3. Purchasing costs for video conferencing equipment
4. Purchasing costs for video streaming devices

Responsibility of the participating agency:

1. Costs associated with installing power or network jacks in order to run 3Cs equipment
2. Cabling to individual LAN jacks from the router

On Going Maintenance

The 3Cs Program Manager anticipates implementing the business plan outlined in Exhibit “A”, including the charging of line fees and leasing spare capacity on the network. These costs could potentially be offset by participating agencies who currently lease T1 lines to access public safety applications or share data between regional partners. The end result could be a cost savings to the participating agency.

It will be the individual agency’s responsibility to maintain through a maintenance contract all non-microwave equipment installed at their location, including video conferencing equipment and video streaming equipment once the one year warranty period has expired. Agencies may purchase maintenance agreements through a 3Cs vendor or their own vendor(s).

**ADDENDUM A
ADMISSION AGREEMENT
for a Party to the
MEMORANDUM OF UNDERSTANDING FOR THE SAN DIEGO REGIONAL
INTEROPERABLE COMMAND & CONTROL COMMUNICATIONS (3Cs) PROGRAM**

North County Dispatch Joint Powers Authority ("NCDJPA") hereby agrees to become a Party to that certain Memorandum of Understanding for the San Diego Regional Interoperable Command & Control Communications (3 Cs) Program dated as of _____, 2009 (the "MOU"), subject to all rights and obligations of a Party as set forth in the MOU, except as modified herein.

The Rancho Santa Fe Fire Protection District ("RSFFPD") hereby agrees to become a Party to that certain Memorandum of Understanding for the San Diego Regional Interoperable Command & Control Communications (3 Cs) Program dated as of _____, 2009 (the "MOU"), subject to all rights and obligations of a Party as set forth in the MOU, except as modified herein.

1. Section VI (B) of the MOU, "Network Operating Costs," is modified to read in its entirety as follows:

The cost of ongoing operations and maintenance of the 3Cs Network to the Point of Demarcation shall be allocated to each Party on a per Point of Demarcation, on an annual basis. NCDJPA shall be responsible for fifty percent (50%) of the annual cost for a single Point of Demarcation for the 3Cs Program, to be located at 16939 El Fuego, Rancho Santa Fe, CA 92067. RSFFPD shall be responsible for fifty percent (50%) of the annual cost for a single Point of Demarcation for the 3Cs Program, to be located at 16939 El Fuego, Rancho Santa Fe, CA 92067.

The undersigned represents that he or she is duly authorized to execute this Admission Agreement on behalf of NCDJPA.

By: _____

Title: _____

Date: _____

The undersigned represents that he or she is duly authorized to execute this Admission Agreement on behalf of RSFFPD.

By: _____

Title: _____

Date: _____

February 4, 2010

Nick Pavone
Fire Chief
Ranch Santa Fe Fire Protection District
P.O. Box 410/16936 El Fuego
Rancho Santa Fe, California 92067

Via Electronic Mail:
pavone@rsf-fire.org

RE: Letter Agreement to Provide Property Tax Consulting Services to the Rancho Santa Fe Fire Protection District

Dear Chief Pavone:

In response to your request, and our conversations, Willdan Financial Services (“Willdan”) is pleased to present this Letter Agreement to provide a thorough review of the Rancho Santa Fe Fire Protection District’s (“District”) existing stand-by charge. The District currently levies a stand-by charge equal to \$2.50 per Benefit Unit; however, the maximum stand-by charge that was originally approved by the electorate in 1980 was up to \$10.00 per Benefit Unit. The District now has the need to levy the maximum stand-by charge and is requesting Willdan to review the original documentation and provide our professional opinion on whether the proposed increase is in compliance with Proposition 218 or triggers the need to re-ballot. The following contains our scope of services and fee for this engagement.

Scope of Services

Willdan will:

- Review original documentation of the stand-by charge, including but not limited to, resolutions, election material, previous levies, and ordinances;
- Research election results and obtain copy from the Registrar of Voters;
- Work with our contacts at the Auditor Controller’s office to confirm the District has all necessary documents to implement the proposed increase;
- Create Parcel database of the District’s service area to calculate the average percentage increase to general ad valorem taxes, due to the proposed standby charge increase; and
- Provide a technical memorandum to the District with our findings and opinion as a special tax consultant regarding the proposed increase in the District’s standby charge.

Fees for Service

Willdan will complete the scope of services identified above for a **fixed price fee of \$5,000**.

Authorization

General terms and conditions for this engagement are included as Attachment 1. If the terms of this engagement are acceptable to you, please sign where indicated and send this letter back to our contracts administrator:

Wendy Gallagher
Willdan Financial Services
27368 Via Industria, Suite 110
Temecula, California 92590
Ph. (800) 755-6864; fax (951) 587-3510
E-mail: wgallagher@willdan.com

Willdan Financial Services appreciates this opportunity to assist the Rancho Santa Fe Fire Protection District in its efforts to provide Property Tax Consulting Services. If you have any questions regarding this Letter Agreement, please contact Mr. Habib Isaac, Senior Project Manager, at (951) 587-3574 or via e-mail at hissac@willdan.com

Sincerely,

WILLDAN FINANCIAL SERVICES



Frank Triepi
President and CEO

Signature

Date

Print Name

ATTACHMENT 1 TO LETTER AGREEMENT
TERMS AND CONDITIONS
SECTION I – BASIC SERVICES

Willdan Financial Services, a California corporation (“WFS”), shall provide to the Client the basic services described in detail in the Letter Agreement attached hereto and incorporated herein by this reference. The Letter Agreement and these Terms and Conditions shall be collectively referred to as this “Agreement.”

SECTION II – ADDITIONAL SERVICES

If authorized, WFS shall furnish additional services, which are in addition to the basic services. To the extent that the additional services have been identified in this Agreement, they are itemized in the attached engagement letter and will be paid for by Client as indicated in Section III hereof. As further additional services are requested by Client, this Agreement may be modified and subject to mutual consent by execution of an addendum by authorized representatives of both parties, setting forth the additional scope of services to be performed, the performance time schedule and the compensation for such services.

SECTION III – COMPENSATION

WFS shall be compensated for basic services rendered under Section I, as in accordance with the terms and conditions indicated in the attached engagement letter; and WFS will be compensated for any additional services rendered under Section II as more particularly described in a fully approved and executed addendum to this Agreement. If no addendum is executed, then WFS shall be compensated at its then-prevailing hourly rates for such additional services.

WFS may submit monthly statements for basic and additional services rendered. It is intended that Client will make payments to WFS within thirty (30) days of invoice. All invoices not paid within thirty (30) days shall bear interest at the rate of 1-1/2 percent per month or the then legal rate allowed.

SECTION IV – TERMINATION

Either party may terminate this Agreement at any time by giving thirty (30) days’ written notice to the other party of such termination. If this Agreement is terminated as provided herein, WFS will be paid an amount which bears the same ratio to the total compensation as the services actually performed bears to the total services of WFS covered by this Agreement, less payments of compensation previously made.

SECTION V – COMPLIANCE WITH LAW

Each party hereto will use reasonable care to comply with applicable laws in effect at the time the services are performed hereunder, which to the best of their knowledge, information and belief apply to their respective obligations under this Agreement.

SECTION VI - MISCELLANEOUS PROVISIONS

This Agreement is subject to the following special provisions:

A. The titles used in this Agreement are for general reference only and are not a part of the Agreement.

B. This Agreement shall be interpreted as though prepared by both parties.

C. Any provision of this Agreement held to violate any law shall be deemed void, and all remaining provisions shall continue in full force and effect.

D. This Agreement shall be interpreted under the laws of the State of California.

E. This Agreement comprises a final and complete repository of the understandings between the parties and supersedes all prior or contemporary communications, representations or agreements, whether oral or written, relating to the subject matter of this Agreement.

F. Any notices given pursuant to this agreement shall be effective on the third business day after posting by first class mail, postage prepaid, to the address appearing immediately after the signatures below.

G. WFS shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals, and building permits.

H. WFS's waiver of any term, condition, or covenant, or breach of any term, condition, or covenant, shall not constitute the waiver of any subsequent breach of any other term, condition or covenant.

I. Client acknowledges that WFS is not responsible for the performance of services by third parties, provided that said WFS has not retained third parties.