



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

July 13, 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

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.

3. Consent Calendar

- a. Board of Directors Minutes
 - i) Board of Directors minutes of June 21, 2010
 - ii) Board of Directors minutes of July 1, 2010ACTION REQUESTED: **Approve**
- b. Employment Contract – Nicholas G. Pavone
ACTION REQUESTED: **Approve**
- c. Additional Sewer Easement to Fairbanks Ranch Community Services District [Staff Report 10-11](#)
ACTION REQUESTED: **Ratify**

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.

d. Receive and File

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

(1) List of Demands

Check 20652 thru 20764 for the period June 1 – 30, 2010 totaling:	\$ 363,699.29
Payroll for the period June 1 – 30, 2010	\$ 439,628.66
TOTAL DISTRIBUTION	\$ 803,327.95

(2) Activity Reports – June 2010

- Fire Prevention
- Operations
- Training

(3) District Articles – June 2010

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

- Viejas Fire Department
- Lindsey Short
- Burn Institute

4. Old Business

a. None

5. New Business

a. Selection of Consultant

To discuss and/or select a consultant to provide special inspection and testing services for Fairbanks Ranch Fire Station

ACTION REQUESTED: **Select Consultant and authorize the Fire Chief to execute the contract**

6. Oral Reports

a. Fire Chief – Pavone

- i) Fairbanks Ranch Replacement Fire Station – Update
- ii) Cooperative Management Services Agreement – Update
- iii) District Activities

b. Operations – Deputy Chief Michel

c. Training – Battalion Chief Davidson

d. Fire Prevention - Fire Marshal Hunter

e. Administrative Manager – Rannals

f. Board of Directors

- i) North County Dispatch JPA – Update
- ii) County Service Area – 17 – Update
- iii) Comments

7. Closed Session

a. With respect to every item of business to be discussed in closed session pursuant to Section 54957:

PUBLIC EMPLOYEE APPOINTMENT

Title: Fire Chief

- b. With respect to every item of business to be discussed in closed session pursuant to Government Code Section 54957.6

CONFERENCE WITH LABOR NEGOTIATORS

Agency Negotiators: Jim Ashcraft, Randy Malin, Nick Pavone, and assigned Staff

Represented Employees: Rancho Santa Fe Professional Firefighters Association – Local 4349

Represented Employees: Rancho Santa Fe Miscellaneous Employees

Employee organization: Unrepresented Employees

Position – Fire Chief (1); Deputy Chief (1); Battalion Chief (4); Fire Marshal (1); Administrative Manager (1)

Under Negotiation: A successor Memorandum of Understanding

8. Adjournment



RANCHO SANTA FE FIRE PROTECTION DISTRICT
Board of Directors Regular Meeting – Agenda
Tuesday, July 13, 2010 1:00 pm PST

CERTIFICATION OF POSTING

I certify that on July 9, 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 July 9, 2010

Karlena Rannals

Karlena Rannals
Board Clerk



**RANCHO SANTA FE FIRE PROTECTION DISTRICT
REGULAR BOARD OF DIRECTORS MEETING
MINUTES – June 21, 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

Battalion Chief Fred Cox led the assembly in the *Pledge of Allegiance*.

1. Roll Call

Directors Present: Ashcraft, Hillgren (arrived at 1:12 pm), Malin, Tanner

Directors Absent: Hickerson

Staff Present: Nick Pavone, Fire Chief; Tony Michel, Deputy Chief; Fred Cox, Battalion Chief; Brett Davidson, Battalion Chief; and Karlana Rannals, Board Clerk

2. Public Comment

No one requested to speak to the Board.

3. Consent Calendar

MOTION BY DIRECTOR MALIN, SECOND BY DIRECTOR TANNER, CARRIED 3 AYES; 0 NOES; 2 ABSENT to approve the Consent Calendar as submitted.

a. Board of Directors Minutes

- i) MOTION BY DIRECTOR TANNER, CARRIED 3 AYES; 0 NOES; 2 ABSENT to approve the Board of Directors minutes of May 12, 2010

b. *Receive and File*

MOTION BY DIRECTOR TANNER, SECOND BY DIRECTOR TANNER CARRIED 3 AYES; 0 NOES; 2 ABSENT to receive and file:

i) Monthly/Quarterly Reports

(1) List of Demands

Check 20555 thru 20651 for the period May 1 – 31, 2010 totaling:	\$ 315,095.73
Payroll for the period May 1 – 31, 2010	<u>\$ 452,538.12</u>
TOTAL DISTRIBUTION	\$ 767,633.85

(2) Activity Reports – May 2010

- Fire Prevention
- Operations
- Training

(4) District Articles– May 2010

(5) Correspondence

- Vera Johnson
- CalFire – Department of Forestry and Fire Protection
- San Diego County Taxpayers Association

4. Old Business

a. Board of Directors Meeting Schedule – Regular Meeting: August 11, 2010

Director Malin withdrew his request to reschedule the August meeting. There was no action taken by the Board of Directors.

b. Special Meeting – July 1, 2010

Ms. Rannals confirmed the special meeting date and discussed with the Board their preferred format of the meeting. The board members agreed on a meeting format and talking points for the discussions with each senior manager. There was no action taken by the Board of Directors.

5. New Business

a. Presentation – San Diego County Traffic Impact Fee (Time Certain – 1:15 pm)

Chief Pavone introduced from the County of San Diego Department of Public Works Rich Crompton, Assistant Public Works Director, and Lee Shick Project Manager who made a presentation on the Transportation Impact Fee (TIF) program.

Mr. Crompton discussed the legislation to establish the fees, the court cases that followed stating that the county could no longer ignore the cumulative impact of traffic, and how the TIF fees are calculated. The County of San Diego, pursuant to California Environment Quality Act (CEQA), uses TIF as a method to mitigate the direct impacts. Mr. Crompton also discussed how the District's TIF fee was calculated. He did inform the Board that the District was given credit for the existing square footage of the demolished station, plus an additional 1,000 SF credit, resulting in a fee of \$39,471 (@ \$5,586 1K SF). County staff responded to questions of the board.

The Board of Directors expressed their appreciation to both Mr. Crompton and Mr. Shick for taking the time to attend the meeting to explain the TIF fee, however, they did express their disagreement with the fee

b. Budget Authorization – Repaving Temporary Fire Station Access Road

Chief Pavone and Captain Galindo summarized the staff report provided. The pavement, where the temporary fire station is located, has deteriorated from the rains and District owned vehicles. Staff recommends that the District pay to have the road repaved since the church is not charging a lease land fee while the temporary station is located on the property owned by Horizon Christian Fellowship Church. The cost to repave is \$8,600.00.

MOTION BY DIRECTOR MALIN, SECOND BY DIRECTOR HILLGREN, CARRIED 4 AYES; 0 NOES; 1 ABSENT; 0 ABSTAIN to authorize the expense of \$8,600 to repave the access road leading to the temporary fire station.

c. Fixed Charge Special Assessment for Weed Abatement

Fire Marshal Hunter summarized the staff report provided. He reported that every effort has been made to contact the property owner to obtain reimbursement for the forced abatement. The board action requested is necessary to place a special assessment on the property tax bill.

MOTION BY DIRECTOR MALIN, SECOND BY DIRECTOR HILLGREN, CARRIED 4 AYES; 0 NOES; 1 ABSENT; 0 ABSTAIN to accept staff's recommendation to approve the list submitted and authorize the Administrative Staff to deliver the list to the County of San Diego on or before the County's deadline of August 10, 2010.

Ten-minute recess

d. Preliminary Budget FY11

Chief Pavone presented a PowerPoint presentation on the Preliminary Budget for FY11. He summarized the changes proposed within each category. He requested an overall Operating Budget of \$10,068 (in thousands) and noted that staff projects the general fund revenue at \$11,568 (in thousands). He summarized the expenditure changes between the proposed budget and FY10.

He also presented the Capital expenditures proposed, which are funded through the general and fire mitigation fee funds. Capital expenditures (equipment, facility, and vehicles) are estimated at \$6,624 (in thousands). The majority of the capital expenditures are a result of the Fairbanks Ranch replacement fire station. Staff responded to questions from the Board.

MOTION BY DIRECTOR HILLGREN, SECOND BY DIRECTOR MALIN, to approve the Preliminary Budget for FY11 as presented on the following vote:

AYES:	Ashcraft, Hickerson, Malin, Tanner
NOES:	None
ABSENT:	Hickerson
ABSTAIN:	None

President Ashcraft announced that the District will schedule a public hearing for adopting the Final Budget on September 22, 2010, and he further requested that the Secretary notify the public of the hearing according to all applicable codes.

6. Oral Reports

a. Fire Chief – Pavone

He reported on the following topics:

- Fairbanks Ranch Replacement Fire Station: Update – staff anticipates getting the grading permits by June 23rd. He distributed a three-week project timeline prepared by the construction contractor. All parties are anxious to get the project started. The Board of Directors agreed to schedule the construction ground breaking for July 1 at 4pm.
- Management Services Contract (Cooperative Management Services Contract) – no report
- District Activities
 - None to report

b. Operations – Deputy Chief Michel

He reported on the following topics:

- Call activity:
 - Responded to a roof fire occurred in Fairbanks Ranch, with the damage estimated at \$35,000.
 - Responded to a grass fire in the Del Dios area. The cause is under investigation.

c. Training – Battalion Chief Davidson

Chief Davidson summarized the monthly training activity, which included:

- High rise drills in Escondido
- Completed RCS 800 radio training
- Personnel participated in the annual fit testing.

d. Fire Prevention – Fire Marshal Hunter

- He introduced Nicoli Mackewicz, this summer's Urban forester intern, a student from CalPoly San Luis Obispo. Nicoli will focus his time inspecting the Shelter in Place communities in the district.
- Prevention staff continues to work with property owners to remove the dead and dying trees

e. Administration – Administrative Manager Rannals

- Health Benefits – Update – she updated the board members that after reviewing the minutes regarding the continuation of health insurance for retirees, the resolution presented at the last meeting is the only information available. At the conclusion of the discussion, by consensus, the board agreed that should a retiree predecease their dependents, that the surviving dependent(s) are eligible for COBRA coverage at their cost.

f. Board of Directors

- North County Dispatch JPA – Update – Director Ashcraft: he reported that the FY11 Budget was approved at the last meeting. The cost per call increased 41 cents.
 - County Service Area 17 – Update – Director Hickerson: no report.
- Comments:
 - None.

7. Closed Session

Pursuant to the following Government Code Section, the Board of Directors convened in Closed Session from 4:45 – 5:50 pm for discussions on the following:

- a. With respect to every item of business to be discussed in closed session pursuant to Section 54957.6
CONFERENCE WITH LABOR NEGOTIATORS for Agreement for Cooperative Management Services
Agency designated representatives: Nicholas Pavone, Fire Chief
Unrepresented employee: Battalion Chiefs and above
- b. With respect to every item of business to be discussed in closed session pursuant to Section 54957:
PUBLIC EMPLOYEE APPOINTMENT
Title: Fire Chief

NOTE: All members of the Board and Chief Pavone attended the Closed Session

Upon reconvening, President Ashcraft reported that the Board discussed all items listed on the agenda for closed session. He reported that direction was given to Chief Pavone on both matters, and that a subcommittee was appointed (Directors Ashcraft and Malin) to represent the Fire District on matters concerning the Agreement for Cooperative Manager Services.

8. Adjournment

Meeting adjourned at 5:53 pm.

Karlana Rannals
Secretary

James H Ashcraft
President



**RANCHO SANTA FE FIRE PROTECTION DISTRICT
SPECIAL BOARD OF DIRECTORS MEETING
MINUTES – July 1, 2010**

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

Pledge of Allegiance

Director Tanner led the assembly in the *Pledge of Allegiance*.

1. Roll Call

Directors Present: Ashcraft, Hillgren, Malin, Tanner

Directors Absent: Hickerson

Staff Present: Karlana Rannals, Board Clerk.

2. Public Comment

No one requested to speak to the Board.

3. Old Business

a. None

4. New Business

a. None

5. Closed Session

Pursuant to Government Code Section 54957, the Board of Directors convened in closed session from 11:03 am – 3:45 pm for discussions of the following:

PUBLIC EMPLOYEE EMPLOYMENT

Title: Fire Chief

Upon reconvening, President Ashcraft announced that the Board of Directors met with each senior manager regarding the public employment of the fire chief. He reported that there was no action taken by the Board.

6. Adjournment

Meeting adjourned at 3:47 pm.

Karlana Rannals
Secretary

James H Ashcraft
President

EMPLOYMENT AGREEMENT

THIS AGREEMENT ("Agreement") made and entered into the 1st day of August 2010 ("Effective Date"), by and between the Rancho Santa Fe Fire Protection District, hereinafter called "Employer", and Nicholas G. Pavone, hereinafter called "Employee":

WITNESSETH

WHEREAS, Employer desires to employ the services of Employee, as more fully set forth herein; and

WHEREAS, Employee desires to accept said employment as more fully set forth herein

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Duties

1.1 Employer hereby agrees to employ Employee as Fire Chief of the Rancho Santa Fe Fire Protection District to perform the functions and duties set forth by applicable law and to perform other legally permissible and proper duties and functions as the Board shall from time to time assign until such time as a replacement fire chief is employed. Upon the hiring of a new Fire Chief at any time during the term of this Agreement Employee shall no longer serve as Fire Chief but shall serve as "Special Assistant to the Board of Directors". In the capacity of the Fire Chief, Employee shall perform services, work duty rotation, manage and conduct the business of Employer, subject at all times to the policies established by the Employer. In the capacity of Special Assistant, Employee shall perform services requested by the new fire chief and the Board of Directors.

1.2 Employee shall not engage in any other business, duties, pursuits, or directly or indirectly render any services of a business, commercial or professional nature to any other person or entity, whether for compensation or otherwise, without the prior written consent of Employer. Notwithstanding the forgoing, the expenditure of reasonable amounts of time for education, charitable, civic or professional activities shall not be deemed a breach of this Agreement if those activities do not materially interfere with the services required of Employee under this Agreement, and shall not require the prior written consent of Employer.

1.3 Employee's main place of employment shall be at the Rancho Santa Fe Fire Protection District.

1.4 Employee shall be subject to all conditions and limitations as set forth by the California Public Employee Retirement System, and shall be responsible for compliance with same.

Section 2: Term

2.1 The term of this Agreement shall commence upon the effective date of August 1, 2010, and shall cease no later than six (6) months. This Agreement shall automatically be extended for two (2) three (3) month terms unless terminated as provided herein.

2.2 Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employer to terminate the service of Employee at any time, subject only to the provisions set forth in Section 5.1 and 5.3 of this Agreement.

2.3 Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with Employer, subject only to the provisions set forth in Section 5.2 of this Agreement.

2.4 The term employed shall not be construed to include occasional teaching, writing, or consulting on the Employee's time off.

2.5 The parties acknowledge that Employee is retired from the California PERS service system, and that each party intends by this Agreement to comply with all PERS regulations in effect at the time of its execution. Employer is under no obligation by this Agreement to protect Employee from adverse impacts to Employee from this Agreement, which may arise as a result of PERS regulations.

Section 3: Compensation

3.1 Employer shall pay to Employee \$14,522.00, per month as and for compensation of services. Employee shall further receive only those other fringe benefits as outlined in this document.

3.2 The Parties agree that prior to entering into this Agreement Employee served as Fire Chief of Employer under a separate agreement. Employee has retired from that prior position. Employee based upon his prior employment with Employer has accrued unpaid vacation hours as of July 31, 2010. Nothing contained herein is intended to alter or modify said hours. Said

unused vacation hours from the prior employment will be paid at termination of this Agreement at the rate of pay as of July 31, 2010.

3.3 Effective August 1, 2010 Employee will be allowed up to 16 hours per month of time off with pay under this Agreement. It is within the sole discretion of the Employer when Employee will be granted the time off. Employee will not be compensated for any allowed time off not taken.

3.4 The Parties agree that prior to entering into this Agreement Employee served as Fire Chief of Employer under a separate agreement. Employee has retired from that prior position. Employee based upon his prior employment with Employer has accrued unpaid sick leave hours as of July 31, 2010. Nothing contained herein is intended to alter or modify said hours. All such hours shall be utilized as stated in the Resolution 2009-08, "Management Salaries and Benefits."

3.5 Employee will accrue sick leave under this Agreement at a rate of 8 hours per month. Said sick hours during the term of this Agreement will have no value at the end of the contract.

3.6 Employee is entitled to the same holiday time off provided to all Rancho Santa Fe FPD Employees.

3.7 Employee will receive no retirement benefits except as required by law. *Employee is not eligible for membership in the Rancho Santa Fe FPD PERS benefit system.*

3.8 Employer will provide family medical and dental insurance for employee and spouse.

3.9 Employee will be provided life and disability insurance, at the same level as other Rancho Santa Fe FPD Administrative employees.

3.10 All compensation paid to Employee under this Agreement shall be subject to such customary withholding and employment taxes as required by Federal and State law.

Section 4: Expenses

4.1 All business expenses reasonably incurred by Employee in promoting the business of Employer are to be paid by using a credit card or cards in the name of the Employer, which shall be furnished to the Employee.

4.2 Employer shall promptly reimburse Employee for all other reasonable business expenses incurred by Employee in connection with the business of Employer; provided however, that such expenses shall be reimbursed only if (1) it is of a nature qualifying it as a proper deduction for purposes of Federal and State income tax laws; and (2) Employee furnishes adequate records substantiating each such expense.

4.3 Employer shall provide Employee a vehicle and cellular phone for work related business.

Section 5: Termination

5.1 This Agreement shall terminate upon the occurrence of the earliest of any of the following events, without further liability to Employer:

- a. Resignation of Employee with 30 days written notice;
- b. Death or disability of Employee;
- c. Discharge of Employee by Employer for "cause" as provided in paragraph 5.2 herein.
- d. Discharge of Employee by Employer for other than "cause" upon thirty (30) days written notice.
- e. End of term of Agreement.

5.2 Cause Definition. Employee may be terminated by Employer without notice for "cause," as determined by its Board of Director. The term "cause," as used herein with respect to the termination of employment, shall mean the following:

- a. Employee's incompetence or repeated failure or refusal to perform Employee's material obligations under this Contract;
- b. Employee's inability or unwillingness to effectively implement and carry out the policies and directives of Employer;
- c. Fraud, theft, malfeasance, embezzlement or other misappropriation of property of Employer by Employee;
- d. Breach of Employee's fiduciary duty of loyalty or other fiduciary duties to Employer;
- e. Conduct by Employee which tends to bring embarrassment or disrepute to Employer; or
- f. Being charged in a court of competent jurisdiction with committing a felony or misdemeanor (other than simple traffic violations).

5.3 Payment Upon Termination. If Employee is terminated for reasons other than those specified in paragraph 9, the following shall apply with respect to compensation:

- a. If employment is terminated pursuant to paragraph 5.1a, b, d or e, Employee shall be entitled to any salary or other compensation accrued through the effective date of the termination. Employee shall render services through the effective date of the termination.
- b. If employment is terminated pursuant to paragraph 5.1c, Employee shall be paid compensation only through the date of immediate discharge and Employer shall have no further liability to Employee.

Section 6: Representations

6.1 Employee represents and warrants to Employer that there is no employment contract or any other contractual obligation or agreement to which Employee is subject which prevents or prohibits Employee from entering into this Agreement or from performing fully Employee's duties under this Agreement. Employee is not required to obtain the consent of any person prior to entering into this Agreement or prior to the performance of any of his duties hereunder.

Section 7: Miscellaneous

7.1 This Agreement is personal in nature and Employee shall not, without prior written consent of Employer, assign or transfer this Agreement or any right or obligations hereunder.

7.2 The provisions of this Agreement shall inure to the benefit of and shall be binding upon Employee and Employer or any corporation or other entity to which Employer may transfer all or substantially all its assets and business, or which shall manage the business and to which Employer may assign this Agreement with the consent of Employee, in which case Employer, as used herein, shall mean such corporation or other entity.

7.3 This Agreement shall be interpreted, construed and governed according to the laws of the State of California. Venue for any proceeding to interpret or enforce the terms hereof shall be in San Diego County, California. Any dispute or claim that may arise out of the provisions of this Agreement which cannot be resolved by agreement of the parties acting in good faith within a reasonable time, including any interpretation or alleged breach hereof, shall be resolved by arbitration in front of an arbitrator who is mutually agreeable to both parties, in accordance with the then effective arbitration rules of the San Diego, California Chapter of the American Arbitration Association, except for the rules relating to the selection of an arbitrator.

If the amount of dispute is such that mandatory arbitration would be required by a court having jurisdiction over such dispute, then suit may be filed with such court for purposes of invoking such mandatory arbitration process. The written determination and award of the arbitrator shall be final, binding and conclusive, and such determination may be entered in any court of competent jurisdiction with Employer and Employee to bear their own attorney fees and costs.

7.4 Any notice to be given hereunder shall be in writing and delivered personally or sent certified mail, return receipt requested, to Employer at its current administrative office address: PO Box 410, Rancho Santa Fe, CA 92067, and to Employee at his last known address as reflected in the personnel records of Employer. Any notice permitted or required under this Agreement shall be deemed given upon the date of personal delivery or forty-eight (48) hours after deposit in the United States mail, postage fully prepaid, certified with return receipt requested.

7.5 No waiver or modification of this Agreement or of any covenant, condition or limitation contained herein shall be valid unless in writing and duly executed by the party to be charged therewith. No evidence of any waiver or modification shall be offered or received in evidence of any proceeding, arbitration or litigation between the parties thereto arising out of or affecting this Agreement or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing and duly executed by the party to be charged therewith.

7.6 If any provision of this Agreement is deemed to be invalid, illegal or unenforceable by an arbitrator or a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect or reasonably construed to carry out the intent of the parties as expressed herein.

7.7 Employee shall hold the terms and provisions of this Agreement, including all copies of this document or drafts prepared in negotiation of this Agreement, in strictest confidence and shall not disclose any material aspects or terms hereof to other employees of Employer without the express permission of Employer's Board of Directors President, and with respect to all other persons.

7.8 In the event that any action or proceeding is commenced for the purpose of interpreting or enforcing any provision of this Agreement, be it expressed or otherwise provided by law, Employer and Employee will pay their own attorney fees and costs.

7.9 This Agreement and its attachments are completely integrated and contain the final expression of the terms of the employment between Employer and Employee, provided that this Agreement may be supplemented by Employer's policies, procedures and rules, and benefit plan provisions, applicable to all employees of Employer. Employee certifies that he has read the foregoing Employment Agreement that he fully understands its terms and conditions that the foregoing terms and conditions constitute his understanding of her employment relationship with Employer, and that no promise or understandings have been made other than those stated above.

7.10 Each party acknowledges that it has had the opportunity to consult an attorney of its choice to explain the terms of this Agreement and the consequences of its execution, and that any failure to consult with an attorney prior to executing this Agreement shall not be grounds for invalidating the full force and effect of the executed Agreement. This Agreement shall not be interpreted for or against either party based on their roles in drafting the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

EMPLOYER

EMPLOYEE

James Ashcraft, President
Board of Directors

Nicholas G. Pavone

WITNESS

Karlana Rannals, RSFFPD
Secretary, Board of Directors

STAFF REPORT

NO. 10-11

TO: BOARD OF DIRECTORS
FROM: NICHOLAS G.PAVONE
SUBJECT: ADDITIONAL SEWER EASEMENT TO FAIRBANKS RANCH
COMMUNITY SERVICES DISTRICT
DATE: JULY 9, 2010



BACKGROUND

Previously the District granted an easement to the Fairbanks Ranch Community Services District to allow access for the maintenance of an existing sewer line that is on the property that the District purchased from Steve Sourapas.

CURRENT SITUATION

During the review process of our grading permit, the County has required that we add an additional 126 square feet of easement. The County was concerned that the location of our fence/gate may impinge on the access for the sewer district. Due to time constraints, it was necessary to have the Board President sign the document prior to a Board meeting. The District's legal counsel prepared the easement for signature of the Board President.

RECOMMENDATION

Staff recommends that the Board ratify the actions of the Board President in the granting of the easement to the Fairbanks Ranch Community Services District.

**WHEN RECORDED, PLEASE MAIL
THIS INSTRUMENT TO:**

Secretary, Board of Directors
Rancho Santa Fe Community Services District
605 Third Street
Encinitas, CA 92024

NO TRANSFER TAX DUE

**SPACE ABOVE FOR
RECORDER'S USE ONLY**

EASEMENT -CORRECTED

Sewer Lines and Appurtenances

Assessor's Parcel No.: 269-071-17 and 269-183-47
Project Name: Fairbanks Ranch Fire Station Expansion

**THIS DOCUMENT IS INTENDED TO CORRECT THE NAME OF THE GRANTEE ON
THE EASEMENT RECORDED OCTOBER 22, 2009 AS DOCUMENT NUMBER 2009-
0586605**

RANCHO SANTA FE FIRE PROTECTION DISTRICT, a special district organized under the laws of the State of California, hereinafter designated Grantor(s), owner(s) of the hereinafter described lands, for a valuable consideration, do(es) hereby GRANT and CONVEY to the **FAIRBANKS RANCH COMMUNITY SERVICES DISTRICT**, herein designated Grantee, a perpetual easement and right-of-way upon, through, under, over and across the hereinafter described real property for the installation, construction, operation, maintenance, repair, replacement, and reconstruction of sewer pipe lines and/or mains, manholes, sewer lateral pipe lines, and all structures incidental thereto, together with the perpetual right to remove buildings, structures, trees, bushes, undergrowth, flowers, and any other obstructions interfering with the use of said easement and right-of-way by Grantee, its successors or assigns and in addition thereto, to remove soil and other materials within said right-of-way and to use the same in such manner and at such locations as said Grantee may deem proper, needful or necessary in the construction, reconstruction and maintenance of said sewer lines or structures incidental thereto.

To have and to hold said easement and right-of-way unto itself and unto its successors and assigns forever.

The real property referred to herein and made subject to said easement and right-of-way by this grant is situated in the County of San Diego, State of California, and is particularly described as follows:

SEE EXHIBIT "A" (LEGAL DESCRIPTION) AND EXHIBIT "B" (EASEMENT PLAT)
ATTACHED HERETO AND MADE A PART HEREOF.

The Grantors may, at their own risk, use the surface of the above described real property in a manner that will not interfere with or be detrimental to the use of said easement and right-of-way by Grantee, its successors and assigns, provided no trees shall be planted or grown thereon.

The Grantors hereby covenant and agree for themselves, their heirs, successors and assigns, that there shall not be constructed or maintained upon the above described real property or within said easement and right-of-way any building or structure of any nature or kind that will interfere with the use of said easement and right-of-way by Grantee, its successors or assigns, or that will interfere with the ingress or egress along said easement by said Grantee, its successors or assigns.

The Grantee hereby covenants and agrees for itself, its successors and assigns, not to prevent the Grantors, their heirs, successors and assigns, from crossing over said real property and agrees that the Grantors, their heirs, successors and assigns may enjoy the continued use of the surface of said real property herein described, subject to the conditions above stated; and the Grantee hereby covenants and agrees that after the installation of any pipeline by it, in any excavation made by it, in the above described easement and right-of-way, it will backfill any such excavation made by it so as to fill said excavation as nearly as practicable to the level of the surrounding ground, and will replace any oiled, asphalt or concrete surface with like material and will replace any fence removed by it.

Executed this _____ day of _____, 2010.

GRANTOR

RANCHO SANTA FE FIRE PROTECTION DISTRICT
a special district organized under the laws of the State of California

By: _____
Name: _____
Its: _____

This is to certify that the interest in real property conveyed by the foregoing deed or grant to the **FAIRBANKS RANCH COMMUNITY SERVICES DISTRICT** a political corporation and/or governmental agency, is hereby accepted on behalf of the Board of Directors of said District and the District consents to recordation thereof by its duly authorized officer.

Dated _____

Chuck Duffy, General Manager
Fairbanks Ranch Community Services District

EXHIBIT "A"
LEGAL DESCRIPTION
SEWER EASEMENT

PARCEL 1

THAT PORTION OF LOT 130 OF COUNTY OF SAN DIEGO TRACT 3877-2, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL MAP THEREOF NO. 9736, FILED IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER ON JULY 30, 1980, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A 15-FOOT WIDE STRIP OF LAND WITHIN SAID LOT 130, SAID STRIP BEING 7.5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHEASTERLY CORNER OF LOT 1, BLOCK "P" OF SANTA FE VALLEY LANDS, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL MAP THEREOF NO. 1924, FILED ON JUNE 23, 1926; THENCE ALONG THE EASTERLY LINE OF SAID LOT 1, NORTH 03°57'28" WEST, 10.77 FEET (NORTH 4°26'26" WEST PER DEED TO RANCHO SANTA FE FIRE PROTECTION DISTRICT, RECORDED ON FEBRUARY 28, 1983 AS DOCUMENT NO. 83-062362 OF OFFICIAL RECORDS) TO THE MOST SOUTHWESTERLY CORNER OF SAID LOT 130; THENCE ALONG THE WESTERLY LINE OF SAID LOT 130, NORTH 03°57'28" WEST, 75.68 FEET TO THE **TRUE POINT OF BEGINNING**, THENCE LEAVING SAID WESTERLY LINE OF LOT 130, SOUTH 71°27'28" EAST, 13.92 FEET TO THE BEGINNING OF CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 197.50 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°32'32" A DISTANCE OF 63.92 FEET; THENCE SOUTH 90°00'00" EAST, 28.33 FEET TO A POINT ON THE WESTERLY LINE OF AN EXISTING 15' WIDE SEWER EASEMENT AS DEDICATED PER SAID MAP NO. 9736, SAID POINT ALSO BEING THE **POINT OF TERMINUS**.

THE SIDELINES OF SAID 15-FOOT WIDE STRIP OF LAND TO BE SHORTENED OR EXTENDED SO AS TO TERMINATE WESTERLY IN THE WESTERLY LINE OF SAID LOT 130 AND EASTERLY IN THE WESTERLY LINE OF SAID 15' WIDE SEWER EASEMENT.

CONTAINS 1593 SQUARE FEET MORE OR LESS.

PARCEL 2

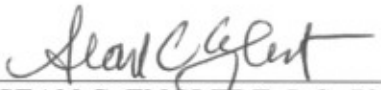
THAT PORTION OF LOT 1, BLOCK "P" OF SANTA FE VALLEY LANDS, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL MAP THEREOF NO. 1924, FILED IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER ON JUNE 23, 1926, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A 15-FOOT WIDE STRIP OF LAND WITHIN SAID LOT 1, SAID STRIP BEING 7.5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHEASTERLY CORNER OF LOT 1, BLOCK "P" OF SANTA FE VALLEY LANDS, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL MAP THEREOF NO. 1924, FILED ON JUNE 23, 1926; THENCE ALONG THE EASTERLY LINE OF SAID LOT 1, NORTH $03^{\circ}57'28''$ WEST, 10.77 FEET (NORTH $4^{\circ}26'26''$ WEST PER DEED TO RANCHO SANTA FE FIRE PROTECTION DISTRICT RECORDED ON FEBRUARY 28, 1983 AS DOCUMENT NO. 83-062362 OF OFFICIAL RECORDS) TO THE MOST SOUTHWESTERLY CORNER OF SAID LOT 130; THENCE ALONG THE WESTERLY LINE OF SAID LOT 130, NORTH $03^{\circ}57'28''$ WEST, 75.68 FEET TO THE **TRUE POINT OF BEGINNING**, THENCE LEAVING SAID WESTERLY LINE OF LOT 130, NORTH $71^{\circ}27'28''$ WEST, 8.70 FEET TO THE **POINT OF TERMINUS**.

THE SIDELINES OF SAID 15-FOOT WIDE STRIP OF LAND TO BE SHORTENED OR EXTENDED SO AS TO TERMINATE EASTERLY IN THE WESTERLY LINE OF SAID LOT 130.

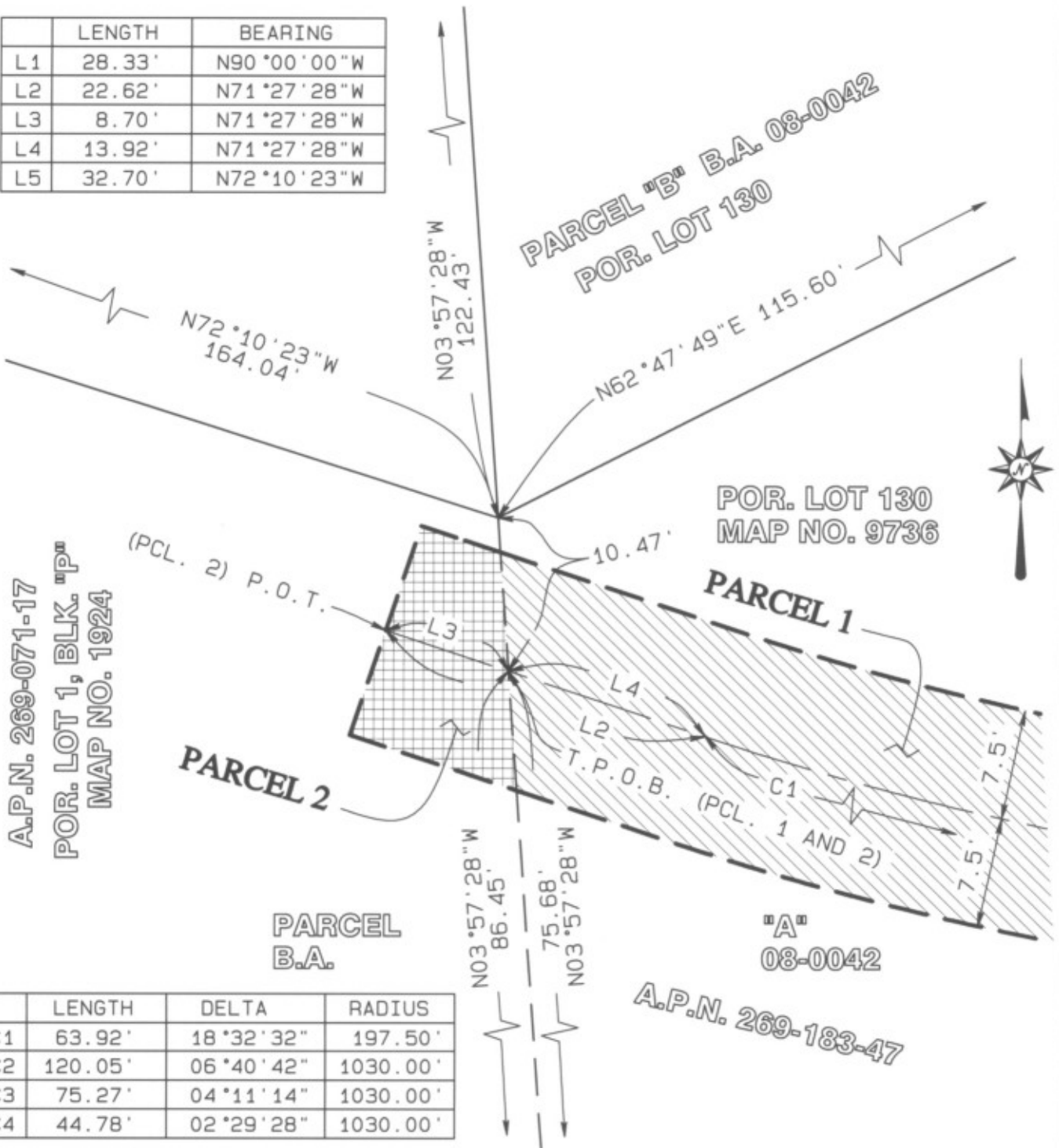
CONTAINS 130 SQUARE FEET MORE OR LESS.


SEAN C. ENGLERT, L.S. 7959 5/5/09
COASTAL LAND SOLUTIONS DATE



SHEET 1 OF 2

A.P.N. 269-071-17
POR. LOT 1, BLK. "P"
MAP NO. 1924



	LENGTH	DELTA	RADIUS
C1	63.92'	18°32'32"	197.50'
C2	120.05'	06°40'42"	1030.00'
C3	75.27'	04°11'14"	1030.00'
C4	44.78'	02°29'28"	1030.00'

SCALE: 1" = 10'



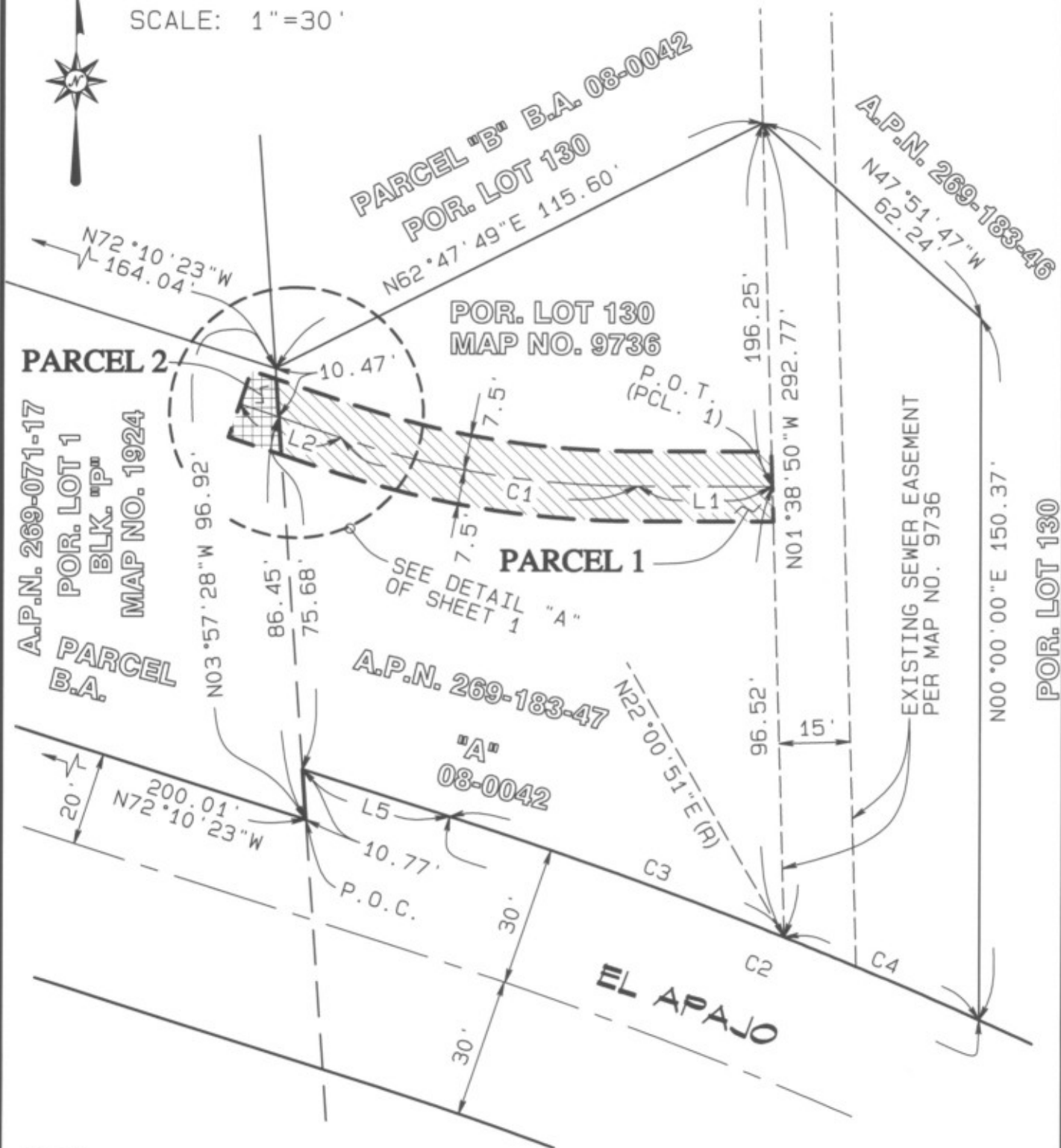
573 SECOND STREET
ENCINITAS, CA 92024
PH (760) 230-6025
FAX (760) 230-6026

CLS#674ESMT

SEAN C. ENGLERT DATE 5/5/00
L.S. 7959



SHEET 2 OF 2



573 SECOND STREET
ENCINITAS, CA 92024
PH (760) 230-6025
FAX (760) 230-6026



PARCEL 1 - PROPOSED
SEWER EASEMENT AREA =
1593 SQUARE FEET



PARCEL 2 - PROPOSED
SEWER EASEMENT AREA =
130 SQUARE FEET

CLS#674ESMT

Check	Amount	Vendor	Purpose
20652	\$707.30	Accme Janitorial Service Inc	Building - Monthly Service Contract
20653	\$181.62	AT&T Calnet 2	Telephone
20654	\$425.00	Bispham, David G.	School Education/Training Reimbursement
20655	\$185.81	Blend	Outside Printing & Binding
20657	\$3,714.00	Charles Z Fedak & Company	Prepaid Expense - Contract
20658	\$397.26	COR Security Inc	Building - Repair/Service
20659	\$2,491.00	County of SD/RCS	800 MHz Network Admin Fees
20661	\$51.77	Fire ETC Inc	Apparatus Tool/Equipment Replacement
20662	\$998.39	Galls Retail	Uniform - Safety Personnel
20663	\$12,826.50	Geocon Inc	FBR #3 Replacement
20664	\$520.00	K & K Coatings	Building - Repair/Service
20665	\$800.00	L C D Presentation Systems	Apparatus Tool/Equipment Replacement
20666	\$1,569.62	L N Curtis & Sons Inc	Safety Clothing
20667	\$1,917.00	Liebert Cassidy Whitmore	Legal Services
20669	\$3,645.76	North County EVS Inc	Apparatus-Scheduled/Maintenance
20671	\$25.00	RSFPFA	Firefighters Assn.
20672	\$500.00	Santa Fe Irrigation District	FBR #3 Replacement
20673	\$40.00	SDCFCA	Meetings/Meal Expenses
20674	\$51.00	Terminix International	Building - Monthly Service Contract
20675	\$23.60	U P S	Shipping Service
20676	\$10,727.73	U S Bank Corporate Payment System	Cal-Card./IMPAC program
20677	\$761.34	Waste Management Inc	Trash Disposal
20678	\$434.45	AT&T Calnet 2	Telephone
20680	\$2,300.00	Cnty of SD DPLU	FBR #3 Replacement
20681	\$255.17	Complete Office of California Inc	Office Supplies
20682	\$599.27	Daniels Tire Service Inc	Tires & Tubes
20683	\$2,807.00	Design Space Modular Buildings Inc	FBR #3 Replacement
20684	\$2,154.63	Engineered Mechanical Services Inc	Building - Repair
20685	\$1,324.85	Home Depot, Inc	Tools - Maintenance/Replacement/Repair/Station Maint/Cabling
20686	\$2,466.25	ICC	Books
20687	\$2,964.00	Jeff Katz Architecture	FBR #3 Replacement

RANCHO SANTA FE FIRE PROTECTION DISTRICT

List of Demands - June 2010

Check	Amount	Vendor	Purpose
20688	\$2,596.78	North County EVS Inc	Generator Maintenance
20689	\$1,021.63	Olivenhain Municipal Water District	Water
20690	\$1,222.13	Santa Fe Irrigation District	Water
20692	\$4,440.16	The SoCo Group Inc	Gasoline & Diesel Fuel
20693	\$38.64	U P S	Shipping Service
20694	\$110.00	U S Postal Service	Post Office Box Rental
20695	\$189.66	ABC Mowers & Supply	Fleet Equipment Maintenance/Repair
20696	\$914.18	AT&T Calnet 2	Telephone
20700	\$798.00	Cnty of San Diego DEH	Permit-Generator
20701	\$59.99	Directv	FBR #3 Replacement
20702	\$1,756.18	Enternmann-Rovin Co Inc.	Uniform - Safety Personnel
20703	\$19.20	FedEx	Shipping Service
20704	\$75.00	Hearts & Hoses	Certification
20705	\$7,137.06	Hillgren, Nancy	Food for Major Emergencies
20706	\$210.00	Jordan, Marshall W.	Suppression Local Conf/Seminars Reimbursement
20707	\$5,422.28	L N Curtis & Sons Inc	Safety Equipment
20708	\$118.65	North County EVS Inc	Apparatus-Scheduled/Maintenance
20709	\$66.30	Olivenhain Municipal Water District	Postage
20710	\$1,596.00	PDSI Inc	TeleStaff Maintenance
20711	\$100.00	Protection Design & Consulting	Prevention - Local Conference/Seminars
20712	\$390.33	Rannals, Karlana	Cellular/Internet/Mileage Reimbursement
20713	\$2,138.27	San Diego Gas & Electric	Elec/Gas/Propane
20714	\$34,000.00	Santa Fe Irrigation District	FBR #3 Replacement
20715	\$184.86	Sturtevant, James F.	Station Replacement Reimbursement
20717	\$3,080.00	TargetSafety Inc	Suppression Local Conf/Seminars
20718	\$22.00	U P S	Shipping Service
20719	\$5,100.00	WinTech Computer Services	Consulting Services
20720	\$440.00	A to Z Plumbing Inc	Building - Repair/Service
20721	\$112.39	AT&T	Telephone
20724	\$7,433.06	CDW Government Inc.	Equipment - Minor
20725	\$150.00	Dubin Medical Inc	CSA-17 - Supplies

Prepared by Connie P. Balignasary

Check	Amount	Vendor	Purpose
20726	\$354.53	Fire ETC Inc	Safety Clothing
20727	\$1,500.00	Michael T Metro	Suppression Local Conf/Seminars
20728	\$147.00	Moscato, Joseph D.	CSA-17 - Supplies
20729	\$239.00	New Earth Enterprises Inc	Landscaping Maintenance Service
20730	\$3,387.42	San Diego Gas & Electric	Elec/Gas/Propane
20731	\$12,591.00	Shapouri Engineering Company Inc	FBR #3 Replacement
20732	\$18.24	Shore, Stuart W.	Station Replacement/Meetings/Meal Expenses Reimbursement
20734	\$619.56	Sperian Protection Instrumentaion Inc	Calibration/Maintenance
20735	\$2,475.00	Sun Wireless	Admin Bldg Remodel/Addition
20737	\$179.00	Terminix International	Building - Monthly Service Contract
20738	\$3,173.78	The SoCo Group Inc	Gasoline & Diesel Fuel
20739	\$22.00	U P S	Shipping Service
20740	\$45.32	AT&T	Telephone
20741	\$445.38	AT&T Calnet 2	Telephone
20742	\$2,072.00	CDW Government Inc.	Computer - License/Software/Equipment-Minor
20743	\$2,280.51	Corporate Clothiers Inc	Uniform - Safety Personnel
20744	\$125.00	Dependable Alarm Systems Inc	Alarm System Monitoring - RSF 4
20745	\$1,515.14	Direct Energy Business - Dallas	Elec/Gas/Propane
20746	\$649.42	EDD	Unemployment Insurance
20747	\$1,152.33	Galls Retail	Uniform - Safety Personnel
20748	\$542.50	Geocon Inc	FBR #3 Replacement
20749	\$450.00	Heartland Fire Training Facility	School Education/Training
20751	\$2,667.25	Liebert Cassidy Whitmore	Legal Services
20752	\$245.00	Livingstone, David W.	School Education/Training Reimbursement
20753	\$600.00	Lynx Technologies Inc	Mapping Services (ERM)
20754	\$8,600.00	Marsa Construction	FBR #3 Replacement
20755	\$1,800.93	North County EVS Inc	Apparatus-Scheduled/Maintenance
20756	\$104.00	Olson's Hand Car Wash Inc	Car Wash
20757	\$108,725.67	PERS	PERS (Employer Paid)
20758	\$50,000.00	Rancho Santa Fe Fire Protection District	Interfund Transfer
20759	\$150.00	Regional Training Center	School Education/Training

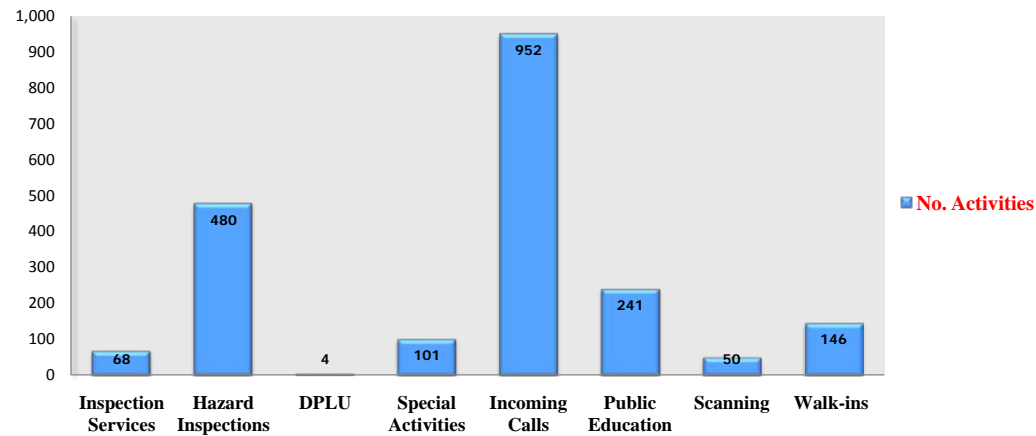
RANCHO SANTA FE FIRE PROTECTION DISTRICT

List of Demands - June 2010

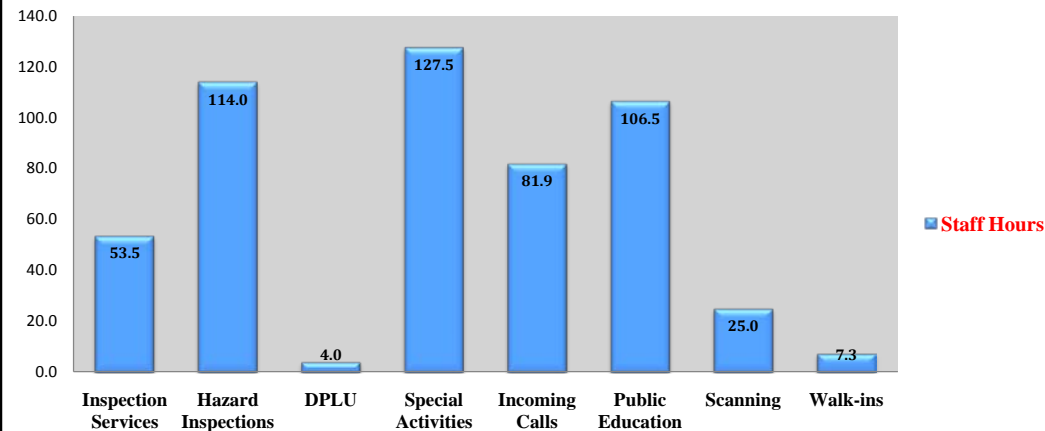
Check	Amount	Vendor	Purpose
20761	\$51.00	Terminix International	Building - Monthly Service Contract
20762	\$2,419.26	The SoCo Group Inc	Gasoline & Diesel Fuel
20763	\$22.00	U P S	Shipping Service
20764	\$1,493.29	Verizon Wireless	Cellular Phones New/Replacement/Service
	<u>\$14,028.69</u>	Various	Medical Reimbursements
Sub-total	\$363,699.29		
15-Jun-10	\$193,958.02		
29-Jun-10	\$2,434.80		
30-Jun-10	\$243,235.84		
Sub-total	\$439,628.66		
GRAND TOTAL	<u>\$803,327.95</u>		

Prepared by Connie P. Balignasary

Staff Activities- June 2010

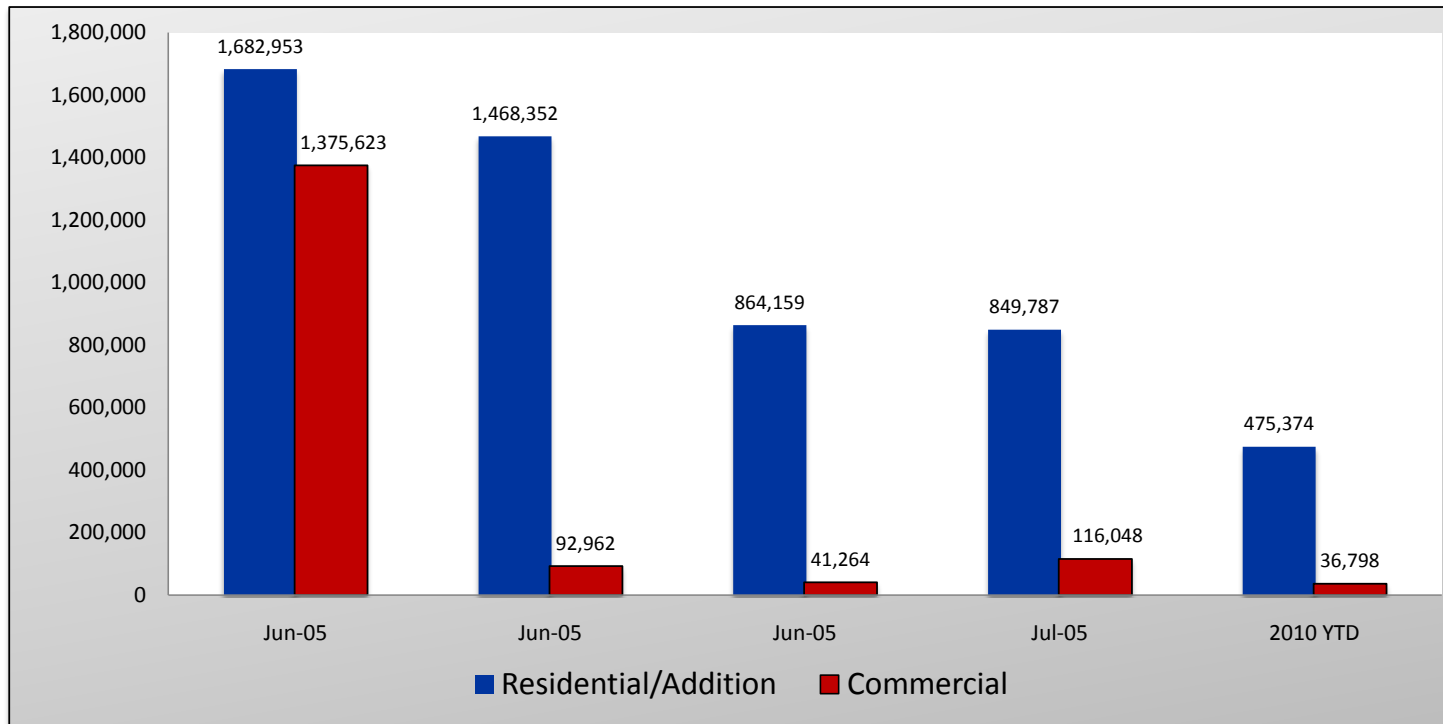


Staff Hours-June 2010



2010 Total Monthly Hours/Activities

2010	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
<i>Activities</i>			2243	2303	2111	2042						
<i>Hours</i>			683.8	536.8	596.0	519.7						



Year	Res/Add	Comm	Total
Jun-05	1,682,953	1,375,623	3,058,576
Jun-05	1,468,352	92,962	1,561,314
Jun-05	864,159	41,264	905,423
Jul-05	849,787	116,048	965,835
2010 YTD	475,374	36,798	512,172

Comparison 2009/2010 Total Square Footage

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Jul-05	68,294	65,561	47,061	62,307	171,971	53,878	148,534	68,269	117,324	7,950	42,794	111,892
Jul-05	64,770	128,133	30,284	126,570	122,105	40,310						

PLAN REVIEW

RESIDENTIAL PLAN REVIEWS		Number of Structures	Sq Footage
	Fire Marshal	2	13,516
	Fire Inspectors	5	21,198
	TOTAL	7	34,714
RESIDENTIAL ADDITIONS		Original Sq Footage	Added Sq Footage
	Fire Marshal	36,946	3,254
	Fire Inspectors	2,977	264
	TOTAL	39,923	3,518
COMMERCIAL PLAN REVIEWS		Number of Structures	Sq Footage
	Fire Marshal	6,800	2,078
	TOTAL	6,800	2,078
TOTAL NEW CONSTRUCTION			Sq Footage
Based on permitted Sq footage		Total Added	40,310
FIRE SPRINKLER REVIEWS		Commercial	Residential
	Fire Inspectors	2	4
	TOTAL	2	4
TENANT IMPROVEMENTS		Number of Structures	Sq Footage
	Fire Inspectors	1	1,200
	TOTAL	1	1,200
LANDSCAPE REVIEWS		Number of Reviews	Staff Hours
	Urban Forester	15	13.0
	Fire Marshal	1	1.0
	TOTAL	16	14.0

SERVICES PROVIDED- FIRE PREVENTION

DPLU -All Staff	Number	Staff Hours
Project Availability Forms	2	2.0
Administrative Review	2	2.0
TOTAL	4	4.0
INSPECTION SERVICES- All Staff	Number of Inspections	Staff Hours
Undergrounds	3	1.5
Hydros (Fire Sprinklers)	28	18.0
Finals (Structures)	13	14.5
Landscape	7	6.5
Reinspections	4	2.0
Burn Permits	3	2.5
Department of Social Service Licensing	2	2.0
Knox/Strobe	4	2.5
Misc.	4	4.0
TOTAL	68	53.5
HAZARD INSPECTIONS - All Staff	Number of Inspections	Staff Hours
Weed Abatement Inspection	301	31.0
Weed Abatement Reinspection	95	26.5
1st Notice	43	33.5
2nd Notice	24	14.5
Final Notice	3	1.5
Homeowner Meeting	14	7.0
TOTAL	480	114.0
GRADING -All Staff	Number of Inspections	Staff Hours
Plan Review	3	3.0
Site Inspection	2	2.0
TOTAL	5	5.0

ADMINISTRATIVE SERVICES- FIRE PREVENTION

SPECIAL ACTIVITIES/EDUCATION-All Staff	Number	Staff Hours
CalFire Crew Projects	4	5.5
Emergency Response/Support	3	3.0
Training Classes	5	49.5
Meetings	34	37.0
Scanning	50	25.0
Supervision	5	6.0
TOTAL	101	127.5
FIRE PREVENTION -All Staff	Number	Staff Hours
Incoming Phone Calls	952	81.9
Consultations	17	17.0
General Office	50	50.0
TOTAL	1,019	148.9
PUBLIC EDUCATION - PRC	Number	Staff Hours
<i>Website/Internet:</i>		
Update existing info & documents	0	8.0
Compile & write new information	0	16.0
Website Hits	1,340.0	
Social Media (Facebook,Twitter)	218.0	0.0
<i>Publications:</i>		
Design/Write Brochures , Flyers, etc.	0.0	2.0
Fire Wire (Quarterly)	0	2.0
<i>Media Relations:</i>		
On-Scene Public Information Officer	0.0	6.0
Press Releases	1.0	7.0
Other Articles/Stories/Interviews	1	6.0
<i>Educational Prorgams/Presentations:</i>		
Childrens Programs	2	2.5
Child Safety Seat Installations	18	20.0
Adult Programs	0	0.0
<i>Events:</i>		
External Events	0	0.0
Internal Events	0	0.0
<i>Clerical :</i>		
Prevention Related	0	34.0
Meeting Minutes	1	3.0
TOTAL	241	106.5

ADMINISTRATIVE SERVICES- OFFICE SUPPORT

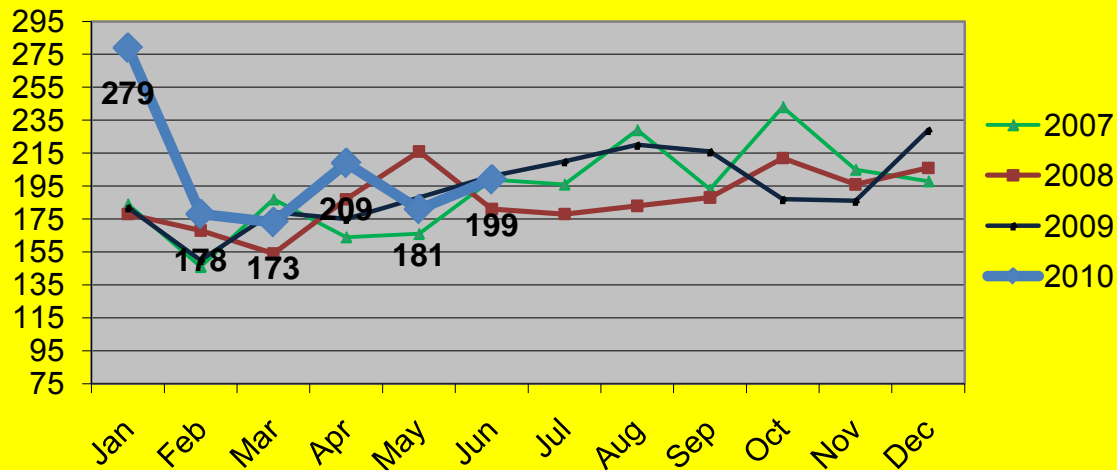
OFFICE COORDINATOR-PREVENTION	Number	Staff Hours
Phone Calls (All Administrative Staff)	662.0	33.1
Walk in/Counter (All Administrative Staff)	146.0	7.3
Knox Application Request	2.0	0.2
UPS Outgoing Shipments	2.0	0.2
Plan Accepted/Routed	30.0	5.0
Formatting Policies	0.0	0.0
Special Projects:	0.0	0.0
Scanning Documents	50.0	25.0
Meetings: Admin Meeting	3.0	1.5
Post Office	7.0	4.0
Deposits	2.0	2.0
Training Classes:	0.0	0.0
TOTAL	904.0	78.2

Rancho Santa Fe Fire Protection District

Incident Response Report

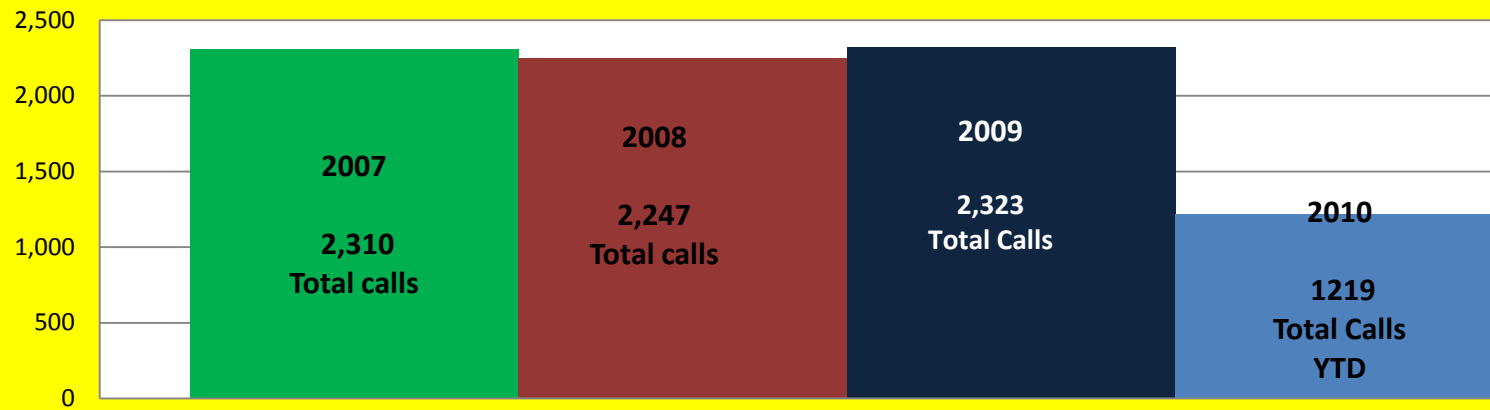
July 2010 Board Report

Four Year Monthly Response Comparison



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total Responses
2007													
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													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	178	173	209	181	199							1,219
YTD	279	457	630	839	1,020	1,219	1,219	1,219	1,219	1,219	1,219	1,219	



Total Calls

Incident Summary by Incident Type

Date Range: From 06/01/2010 To 06/30/2010

Incident Type(s) Selected: All

Incident Type	Incident Count	Used in Ave. Resp.	Average Response Time hh:mm:ss	Total Loss	Total Value
Fire	12	8	00:07:48	\$0.00	\$0.00
EMS/Rescue	92	90	00:05:21	\$0.00	\$0.00
Service Call	31	6	00:09:27	\$0.00	\$0.00
Good Intent	46	6	00:05:25	\$0.00	\$0.00
False Call	18	18	00:06:53	\$0.00	\$0.00
Blank or Invalid	1	0		\$0.00	\$0.00
Totals	200	128		\$0.00	\$0.00

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.

June 2010

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

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
May 30 - Jun 5	May 30	31	Jun 1	2	3	4	5
				8:30am Copy: Engine	9:00am Air Bag+Heav 1:30pm Air Bag+Heav	8:30am Engineers Exa 9:00am Air bags+Hea 1:30pm Air Bag+Heav	9:00am Air Bag+Heav 1:30pm Air Bag+Heav
Jun 6 - 12	6	7	8	9	10	11	12
		Engineers Exam 8:00am Elections at S 9:00am Scripps Stroki	10:00am Truck acaden	Fire Prevention; All st; 9:30am 2611 Fair Wal	9:00am CPR Smart M. 1:00pm B Shift RSF #1	9:00am Rope Rescue 1:30pm Rope Rescue	9:00am CERT SDG&E
Jun 13 - 19	13	14	15	16	17	18	19
		1:30pm Shift Meeting	8:30am Health Insura 1:30pm Shift Meeting	Carlsbad Eng Exam; Station 2 Tower and Test Pit; T 8:30am Health Insura	9:00am Fire Preventic		9:00am Rope Rescue 1:30pm Rope Rescue
Jun 20 - 26	20	21	22	23	24	25	26
	8:00am	9:00am Rope Rescue 1:30pm Rope Rescue	9:00am Air Bag+Heav 1:30pm Air Bag+Heav	9:00am Air Bag+Heav 1:30pm Air Bag+Heav	9:00am Air Bag+Heav 1:30pm Air Bag+Heav	9:00am Protocol upd; 1:30pm Protocol upd;	9:00am Elifin Forest ;
Jun 27 - Jul 3	27	28	29	30	Jul 1	2	3
		8:30am CSTI - Organization & Staffing EOC ; Station 1 Classroom; 1 12:00pm 9:00am Protocol upd; 1:30pm Protocol upd;	9:00am Protocol upd; 1:30pm Protocol upd;	2:00pm Fire Insurance 2:00pm Daisy Troop T			

VIEJAS

TRIBAL GOVERNMENT

P.O. Box 908
Alpine, CA 91903
#1 Viejas Grade Road
Alpine, CA 91901

Phone: 6194453810
Fax: 6194455337
viejas.com

June 10, 2010

Fred Cox
Division Chief
Rancho Santa Fe Protection District
16936 El Fuego
Rancho Santa Fe, CA 92091

Dear Chief Cox, *Fred*

Thank you for taking two days from your busy schedule to rate the simulator exercises at the recently completed Captain Assessment Center that we did with the Lakeside Fire Department. I reviewed the rating sheets of my personnel and sincerely appreciate the effort and thoroughness you put into each and every one of them. My department is much better prepared to fill Captain vacancies should they occur in the near future.

Thanks again and if the Viejas Fire Department can reciprocate in any manner please do not hesitate to contact me.

Sincerely,



Donald H. Butz
Fire Chief

Cc: Chief Nick Pavone

*Again THANKS FOR
YOUR ASSISTANCE & TIME
Dan*

K. D. SHORT
L. SHORT
PO BOX 1545
RANCHO SANTA FE, CA 92067-1545

8346
16-24/1220 4675
2012867735

18th June 2010
DATE

P Rancho Santa Fe Fine Association \$ 100.00
ORDER OF
One hundred dollars DOLLARS

WELLS FARGO Bank, N.A.
California
wellsfargo.com

PRIVATE CLIENT SERVICES

FOR Jonathan L. Short

⑆ 22000247⑆ 2012867735⑆ 08346

P.O. Box 1545
R.S.Fe
Ca 92067
6-18-10

Dear Sirs,
Just a small note to thank Capt Chris Hertz
and his team for their kindness and efficiency
in coming to Mrs Moossa's and my aid on
Sunday 12th June.
Our car had a puncture on Jet 105 Highway
on a very dangerous section of the road.
Fortunately for us they saw our plight
and solved the problem well before any
accident may have occurred. Sincerely,
Lindsay Short.



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June 28, 2010

Chief Nick Pavone
Rancho Santa Fe FPD
P.O. Box 410
Rancho Santa Fe, CA 92067

Dear Chief Pavone,

Nick

On behalf of the Burn Institute, I would like to thank you for your support of the 10th Annual Countywide **"Give Burns the Boot"** Firefighter Boot Drive presented by Barona to benefit the Burn Institute. Your participation helped raise \$210,000 ~ in spite of the heavy rain we experienced that day in some areas. Your dedication, commitment, and enthusiasm truly make a difference in the success of our events. And volunteers like you make it happen for the Burn Institute!

The money raised will help fund fire and burn prevention programs as well as important support programs, such as ***Camp Beyond the Scars***, that give young burn survivors the helping hand they need to overcome their injuries. Your efforts directly help us with our goal of positively impacting the community.

Again, thank you so much. We look forward to your continued involvement with our vital work!

Best Regards,

James A. Floros
Executive Director /
Chief Executive Officer

STAFF REPORT

NO. 10-12

TO: BOARD OF DIRECTORS
FROM: NICK PAVONE, FIRE CHIEF
SUBJECT: SELECTION OF CONSULTANT FOR SPECIAL INSPECTION
AND TESTING SERVICES FOR FAIRBANKS FIRE STATION
DATE: JULY 7, 2010



BACKGROUND

On Monday, May 17, 2010, a *Notice to Proceed* was issued by the District to Ledcor Construction, Inc. to commence construction on the Fairbanks Ranch Fire Station, effective May 24, 2010, and to be fully complete within 365 calendar days. The authorized work is to conform to the detailed project description, approved plans and code requirements, as well as the conditions prescribed in the contract documents.

In order to comply with code requirements and ensure proper quality control during construction, the District issued a Request for Proposal on June 10, 2010 seeking bids from qualified firms for special inspection and testing services. The scope of work detailed in the RFP require the consultants to act as the District's testing laboratory for the purpose of reviewing material and product reports and performing other services to ensure compliance with the contract and other construction documents.

The inspection and testing services are based on the following specifications:

- Cast-in-place Concrete
- Anchor bolts installed in concrete, including expansion / epoxy anchors
- Structural Masonry
- Structural Welding and high strength bolting
- Plywood diaphragm nailing

CURRENT SITUATION

Bid packages were distributed to twelve companies and nine qualified firms responded by submitting bids to the District's Administrative Offices by the prescribed time. The bids were opened on June 29, 2010 and reviewed by members of the construction management team that included Administrative Captain Chris Galindo and Architect Jeff Katz. The selection process, as stated in the RFP notice, was based on the bidders understanding of the project content, complexity, experience in similar projects, and cost effective delivery of services.

STAFF REPORT 10-12

Listed are the companies and bids that were received:

Ninyo and Moore	\$ 59,782.00
Nova Engineering	\$ 56,039.00
Construction Inspection and Testing	\$ 54,488.00
Christian Wheeler Engineering	\$ 51,260.00
Southern California Soils and Testing	\$ 43,793.00
Testing Engineers – Vertical Five	\$ 42,581.00
Professional Services Industries, Inc.	\$ 39,318.00
MTGL	\$ 33,658.00
CTE (Construction, Testing and Engineering)	\$ 30,308.00

MTGL has submitted a cost proposal for inspection and testing services in the amount of \$33,658.00. Although CTE provided a lower bid amount at \$30,308.00, their proposal was not as responsive as MTGL's. Staff has reviewed MTGL's proposal and believes that it is complete and acceptable for the scope of work. Due to MTGL's previous experience with similar fire station construction projects within the county, staff believes MTGL has the expertise and professional makeup for this project that will result in a satisfactory end product.

RECOMMENDATION

Staff recommends awarding the contract to MTGL, Inc. for \$33,658.00 for inspection and testing services during the construction of the Fairbanks Ranch Fire Station Project, and to authorize the Fire Chief to sign the contract upon review of legal counsel.