

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 November 12, 2008 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. Motion waiving reading in full of all Resolutions/Ordinances

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.

4. Consent Calendar

a. Board of Directors Minutes

APPROVE the Board of Directors minutes of October 8, 2008

ACTION REQUESTED: APPROVE

b. Receive and File

i) Monthly/Quarterly Reports – ACTION REQUESTED: INFORMATION

(1) List of Demands

Check 18523 thru 18618 for the period October 1 – 31, 2008 totaling: \$
Payroll for the period October 1 – 31, 2008 \$

TOTAL DISTRIBUTION

\$200,581.97 \$513,595.84

\$714,177.81

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.

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- (2) Activity Reports October 2008
 - Fire Prevention
 - Operations
 - Training
- (3) District Articles October 2008
- (4) Correspondence Thank you letters/cards were received from the following members of the public:
 - Green
 - Dr. & Mrs. Sydney Levine
 - Adzina Family
 - Board of Supervisors Butte County
- (5) Travel Reports
 - Ashcraft
 - Pavone

5. Old Business

a. None

6. New Business

a. Hazard Mitigation Plan

A presentation will be made by staff to provide an update to the District's Hazard Mitigation Plan.

ACTION REQUESTED: NONE - INFORMATION

b. Budget Authorizations - Capital

To discuss and/or approve the request to purchase replacement command and staff vehicles. Staff Report 08-15

ACTION REQUESTED: APPROVE

c. Budget Authorizations – Contractual Services

To discuss and/or approve the request to contract with *Career Survival Group* for a policy reviews and training services. Staff Report 08-16

ACTION REQUESTED: APPROVE

d. <u>Board Policy - 3040 - Expense Authorizations</u>

To discuss and/or approve the board policy to authorize purchases made for the District.

ACTION REQUESTED: DIRECTION AND/OR APPROVE

e. Fairbanks Ranch Replacement Fire Station – Architectural & Engineering Services Contracts

To discuss the scope of work for the replacement fire station, and approve all contracts for architectural and engineering services.

ACTION REQUESTED: APPROVE

f. Long Range Financial Plan

To discuss the District's updated plan. ACTION REQUESTED: INFORMATION

7. Resolutions/Ordinances

a. Ordinance No. 2009-01

To introduce Ordinance No. 2009-01 – entitled an Ordinance of the Board of Directors of the Rancho Santa Fe Fire Protection District Adopting Fees for Services by Reference to the California Health and Safety Code Section 13916 and Section 13919 and Repealing Ordinance 2005-01.

ACTION REQUESTED: Board and public comments and to determine meeting date for a public hearing and final adoption.

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b. Resolution No. 2008-12

To approve Resolution No. 2008-12 – entitled A Resolution of the Board of Directors of the Rancho Santa Fe Fire Protection District, County of San Diego, State of California Approving the Implementation of Government Code, Section 20636 (C)(4) Pursuant To Section 20691, Reporting the Value of Employer Paid Member Contributions (EPMC) as Compensation for All Local Miscellaneous Members. Staff Report 08-17

ACTION REQUESTED: APPROVE

8. Oral Reports

- a. Fire Chief Pavone
 - i) Del Mar/Solana Beach Management Services Update
 - ii) LAFCO Activation of Latent Powers for Structural Fire Protection and EMS within an unincorporated area of CSA No. 135
 - iii) Heritage Fund Grant
 - iv) CalPERS Conference October 27-29, 2008
 - v) District Activities
- b. Operations Deputy Chief Michel
- c. Training Battalion Chief Davidson
- d. Fire Prevention Fire Marshal Hunter
- e. Administrative Manager Rannals
 - i) Ethics Training
 - ii) Financial Reports
- f. Board of Directors
 - i) North County Dispatch JPA Update
 - ii) County Service Area 17 Update
 - iii) Comments

9. Closed Session

- a. With respect to every item of business to be discussed in closed session pursuant to Section 54957:
 - i) LIABILITY CLAIM

Claimant: Rancho Santa Fe School District

Agency claimed against: Rancho Santa Fe Fire Protection District

- b. With respect to every item of business to be discussed in closed session pursuant to Section 54956.8
 - i) Conference with Negotiators for Real Property to Address the District's Parking Needs

10. Adjournment



RANCHO SANTA FE FIRE PROTECTION DISTRICT REGULAR BOARD OF DIRECTORS MEETING MINUTES – October 8, 2008

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

A regular meeting of the Rancho Santa Fe Fire Protection District Board of Directors was called to order at 1:10 p.m.

Pledge of Allegiance

Deputy Chief Michel 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; Bret Davidson, Battalion

Chief; and Karlena Rannals, Board Clerk.

2. Public Comment

No one requested to speak.

3. Motion waiving reading in full of all Resolutions/Ordinances

MOTION BY DIRECTOR HICKERSON, SECOND BY DIRECTOR HILLGREN, CARRIED 5 AYES; 0 NOES; 0 ABSENT; 0 ABSTAIN to waive reading in full of all resolutions/ordinances.

4. Consent Calendar

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

a. Board of Directors Minutes

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 September 10, 2008.

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
 - (a) List of Demands

Minutes Rancho Santa Fe Fire Protection District Board of Directors October 8, 2008 Page 2 of 4

- (b) Activity Reports September 2008
 - Fire Prevention
 - Operations
 - Training
- (c) District Articles September 2008
- (d) Correspondence
 - Chan
 - Mullins
- 5. Old Business
- a. None
- 6. New Business
- a. None
- 7. Resolutions/Ordinances
- a. Ordinance No. 2009-01

Chief Pavone summarized the staff report and reviewed the ordinance attachments that demonstrated the methods used in calculating the proposed fees. The last review of District fees occurred in 2004. The District has sought to review the fee ordinance in conjunction with the Fire Code. He reported that he has consulted with legal counsel in seeking to add a CPI component to the ordinance. Legal counsel informed the District that we are unable to do this. The District must adopt a revised ordinance each time the fees increase. He recommended that the District consider revising the fee schedule every two years. Staff responded to questions from the board.

President Ashcraft requested that the Board Clerk schedule the second reading of the ordinance adoption process for November 12, 2008.

8. Oral Reports

a. Fire Chief – Pavone

He reported on the following topics:

- Del Mar/Solana Beach Cooperative Effort Update: he reported that he met with the City Managers of Del Mar and Solana Beach to discuss revisions to the originally proposed management services for the two city fire departments. He has scheduled follow-up meetings to make a determination on the scope of future services.
- LAFCO Update Reorganization for Structural Fire Protection and Emergency Medical Services in the Unincorporated Areas of San Diego County: the documentation provided by LAFCO is their responsibility in creating the latent powers for the creation of CSA-135. The County must make sure that the current unserved islands are included for fire protection.
- SDG&E: he reported that Board members might have read the articles in the paper about a fire preparedness plan for temporary shutdown of specific power line grids planned by SDG&E. A presentation was made to the County Fire Chiefs Association last month, which

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they stated that shutting power lines down would not be done on a regular basis. SDG&E wants to take a proactive approach.

- Community Wildfire Protection Program: he met with Rancho Santa Fe/Fairbanks Ranch Fire Safe council on October 8. The Council has completed a fire management plan. To qualify for grants, they must complete a CWPP by November 1, 2008.
- District Activities
 - o Pancake Breakfast/Open House October 26, 2008 at the Headquarters Station
- b. Operations Deputy Chief Michel

He reported on the following topics

- The first Santa Ana wind event is expected to arrive October 12.
- The District took control of an older Reserve OES Engine. District personnel are in the process of training to operate it. They anticipate using it during the upcoming wind event.
- Significant incidents during the last month that include:
 - Two air ambulance responses.
- c. Training Battalion Chief Davidson

He summarized the monthly training activity, which included:

- Multi-company drill
- Completed a Captain's exam, in which eight District personnel participated in the process.
- Developing the annual training plan for 2009
- d. Fire Prevention Fire Marshal Hunter no report
- e. Administration Administrative Manager Rannals

She discussed the following topics:

O Developer Reimbursement Revenue: a tax revenue analysis was completed for tax revenue generated from the 4S Ranch area. This community generated more than 2 million in revenue last fiscal year. After calculating the cost to operate the Rancho Cielo station, the District anticipates receiving approximately \$129,000 in developer revenue for FY09.

f. Board of Directors

- North County Dispatch JPA Update Director Ashcraft: he reported that he participated
 in a meeting with representatives from the City of Carlsbad and City of Escondido. The
 purpose was to discuss the possibility of Escondido joining the JPA. The discussions were
 open and productive.
- County Service Area 17 Update Director Hickerson: no report.
- Comments:
 - o Malin expressed his concern of the loss to the CalPERS portfolio.
 - o Tanner told of his observations and the "good work" of rescue personnel on the tragic water rescue call in La Jolla involving a father and son.
 - Hillgren commented on the Union Tribune article of September 28 reporting that one
 of the areas of greatest risk is Rancho Santa Fe. She also inquired about a mailer she
 received for firebreak spray systems.

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9. Closed Session

Pursuant to the following Government Code Sections, the Board of Directors convened in Closed Session from 3:07-3:38 pm for discussions on:

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

Claimant: Rancho Santa Fe School District

Agency claimed against: Rancho Santa Fe Fire Protection District

Upon reconvening, President Ashcraft report	ed that no action was taken.
10. Adjournment Meeting adjourned at 3:40 pm.	
Karlena Rannals Secretary	James H Ashcraft President

RANCHO SANTA FE FIRE PROTECTION DISTRICT

Check	Amount	Vendor	Purpose
18523	\$630.00	Accme Janitorial Service Inc	Monthly Cleaning Service
18524	\$96.75	AT&T	Telephone
18525	\$284.94	AT&T/MCI	Telephone
18527	\$219.80	Dell Marketing	Computer Equipment/Parts
18529	\$562.49	Irvine Valley Air Condit. Inc	Station Maintenance/Repair
18530	\$325.00	Lynx Technologies Inc	Mapping Services (ERM)
18531	\$239.00	New Earth Enterprises Inc	Landscaping Maintenance Service
18533	\$49.00	Terminix International	Building Service Contract
18534	\$448.00	Torrey Pines Ins. Agency	Commercial - Liability - Auto Coverage
18535	\$19.00	UPS	Shipping Service
18536	\$13,059.49	U S Bank Corporate Payment System	Cal-Card./IMPAC program
18537	\$757.53	Waste Management Inc	Trash Disposal
18538	\$81.46	Waxie Sanitary Supply	Janitorial Supplies
18539	\$285.00	Western State Design Inc	Station Maintenance
18540	\$177.60	AT&T/MCI	Telephone
18542	\$677.50	Bay City Electric Works Inc	Station Maintenance
18543	\$2,307.42	Complete Office of California Inc	Office Supplies
18544	\$2,247.20	County of SD/RCS	800 MHz Network Admin Fees
18545	\$140.84	Cutters Edge Inc	Apparatus Tools/Equipment Repair
18546	\$217.80	EDD	Unemployment Insurance
18548	\$90.00	Galindo, Chris	School Education Reimbursement
18549	\$1,515.02	Galls Retail	Uniform - Safety Personnel
18551	\$1,001.14	Irvine Valley Air Condit. Inc	Building - Repair/Maintenance
18552	\$60.00	Myers-Stevens & Toohey Co Inc.	Disability/Life Insurance
18553	\$643.38	NCEVS	Apparatus Repair
18554	\$49.47	Napa Auto Parts Inc	Apparatus Parts & Supplies
18555	\$2,750.75	North County Dispatch JPA	Videoconferencing/Cabling
18556	\$1,171.10	Olivenhain Municipal Water District	Water
18557	\$48.00	Rainville, Greg D.	Suppression Meal/Lodging/Travel Expenses Reimbursement
18559	\$100.00	RSFPFA	Firefighters Assn.
18560	\$249.29	San Diego Gas & Electric	Elec/Gas/Propane



RANCHO SANTA FE FIRE PROTECTION DISTRICT

Check	Amount	Vendor	Purpose	
18561	\$432.08	Santa Fe Irrigation District	Water	
18562	\$1,994.01	Stephen J Fitch & Associates	Legal Services	
18563	\$75.00	Sturtevant, James F.	Awards/Proclamations Reimbursement	
18564	\$500.00	SuttonTree Service Inc	Station Maintenance	
18565	\$3,625.88	The SoCo Group Inc	Gasoline & Diesel Fuel	
18566	\$541.60	Waxie Sanitary Supply	Janitorial Supplies	
18567	\$5,000.00	WinTech Computer Services	Consulting Services	
18568	\$416.80	AT&T/MCI	Telephone	
18569	\$85.00	B & B Appliance Service Dept	Station Maintenance	
18571	\$1,488.75	Bay City Electric Works Inc	Generator Maintenance	
18572	\$320.00	Bearcom	Apparatus - Miscellaneous	
18573	\$4,000.00	Cnty of SD DPLU	FBR #3 Replacement	
18574	\$184.00	Cnty of SD-Registrar of Voters	Election Services	
18575	\$918.75	Custom Design Software Inc	Computer Programming	
18576	\$36.33	Cutters Edge Inc	Apparatus Tool/Equipment Replacement	
18577	\$170.00	Dependable Alarm Systems Inc	Station Maintenance	
18578	\$31.74	FedEx	Shipping Service	
18579	\$203.65	Fire ETC Inc	Boots Safety	
18580	\$602.00	Galls Retail	Uniform - Safety Personnel	
18581	\$43,734.24	Genesis Stoneworks Inc	RSF 1 Remode/upgrades	
18582	\$1,253.90	Home Depot, Inc	Tool Repair/Apparatus Equip/Paint/Hydrant/Station Maintenance	
18583	\$199.66	Ink Impressions Inc	Street Signs/Signage	
18584	\$1,706.87	L N Curtis & Sons Inc	Safety Clothing	
18585	\$535.68	Livingstone, David W.	Suppression Meal/Lodging/Travel Expenses/School Education Reimb	
18586	\$5,075.15	NCEVS	Apparatus Scheduled - Maintenance	
18587	\$1,134.00	PDSI Inc	Telestaffing Maintenance	
18588	\$800.07	Physio-Control Corp. Inc.	CSA-17 - Supplies	
18589	\$297.39	Pitney Bowes Inc	Equipment Rental	
18591	\$5,214.85	San Diego Gas & Electric	Elec/Gas/Propane	
18592	\$700.00	Santa Fe Irrigation District	Vehicle Site Rental	
18593	\$348.00	Stricker and Ball	Legal Services	

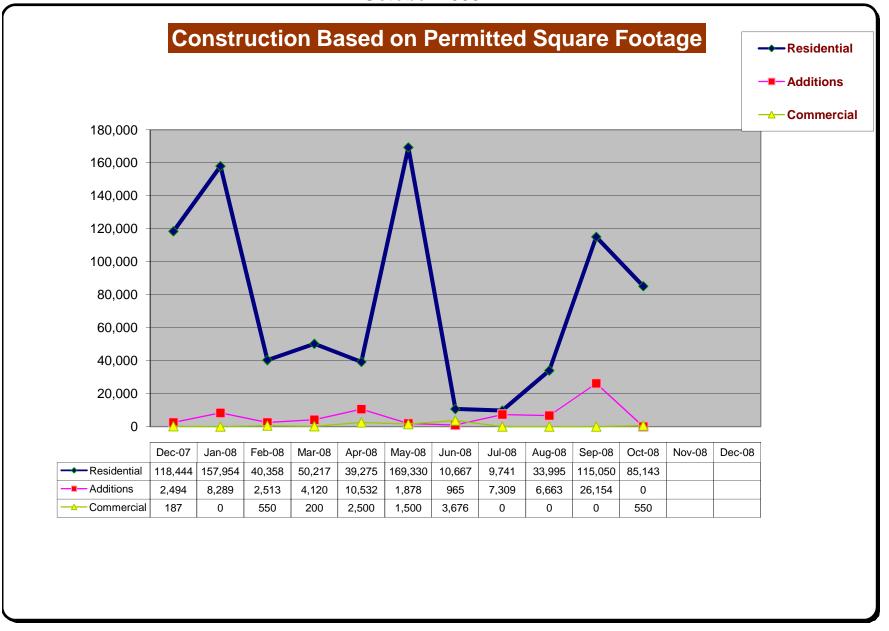
RANCHO SANTA FE FIRE PROTECTION DISTRICT

Check	Amount	Vendor	Purpose
18595	\$285.00	Teleque on Fire	Radio (Base) Repair/Station Maintenance
18596	\$180.00	U S Postal Service	Bulk Rate/Business Reply Permit
18597	\$665.06	Waste Management Inc	Training Miscl Equipment/Supplies
18598	\$423.76	Waxie Sanitary Supply	Janitorial Supplies
18599	\$907.20	AT&T/MCI	Telephone
18602	\$2,676.94	Direct Energy Business - Dallas	Elec/Gas/Propane
18603	\$4,177.00	First American Corelogic Inc	Computer - License
18604	\$9.88	Galls Retail	Uniform - Prevention
18605	\$2,332.31	Guardian Life Insurance Co	Dental Insurance
18606	\$54,615.83	Health Net	Medical Insurance
18607	\$215.07	L N Curtis & Sons Inc	Rescue Equipment
18608	\$270.00	Lynx Technologies Inc	Mapping Services (ERM)
18609	\$99.60	McVey, Craig A	Class B License/Mileage Reimbursement
18610	\$34.00	Metro Fire & Safety Inc	Extinguishers
18611	\$6,898.79	NCEVS	Apparatus Repair
18612	\$1,369.66	Parkhouse Tire, Inc.	Tires & Tubes
18613	\$209.84	Physio-Control Corp. Inc.	CSA-17 - Supplies
18614	\$30.00	Rannals, Karlena	Food-Meeting/Training Miscl Reimbursement
18616	\$416.84	The Lincoln National Life Ins Co	Disability/Life Insurance
18617	\$5,054.69	The SoCo Group Inc	Gasoline & Diesel Fuel
18618	\$326.60	Vortex Industries, Inc.	Building - Repair/Maintenance
Various	\$7,254.53	Various	Medical Reimbursement
Sub-total	\$200,581.97		
15-Oct-08	\$242,992.42	Rancho Satna Fe Fire PD	Payroll
31-Oct-08	\$270,603.42	Rancho Satna Fe Fire PD	Payroll
Sub-total	\$513,595.84		
Grand Total	¢711/177/01		

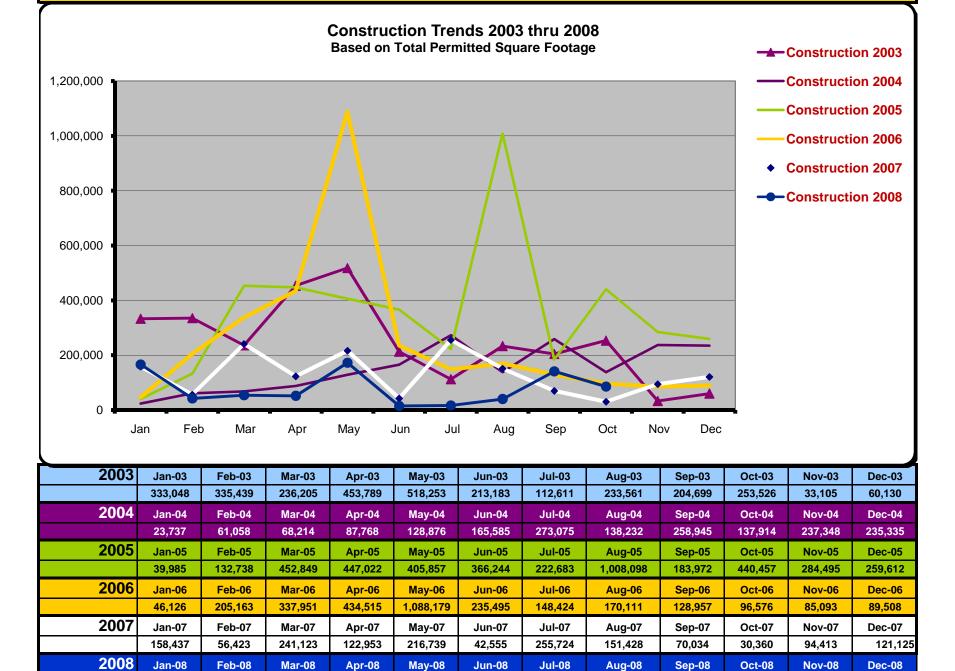
Grand Total **\$714,177.81**

Rancho Santa Fe Fire Protection District Fire Prevention Bureau

October 2008



Rancho Santa Fe Fire Protection District Fire Prevention Bureau



166.243

42.871

54.537

52.307

172,708

15,308

17.050

40.658

141.204

85.693

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Rancho Santa Fe Fire District Fire Prevention Bureau Monthly Activity Summary October 2008

PLAN REVIEW

RESIDENTIAL PLAN REVIEWS	Number of Structures	Sq Footage
Fire Marshal	9	74,159
Fire Inspector	1	10,984
Urban Forester	0	0
TOTAL	10	85,143

RESIDENTIAL ADDITIONS	Original Sq Footage	Added Sq Footage
Fire Marshal	0	0
Fire Inspector	0	0
Urban Forester	0	0
TOTAL	0	0

COMMERCIAL PLAN REVIEWS	Number of Structures	Sq Footage
Fire Marshal	2	550
Fire Inspector	1	
TOTAL	3	550

TOTAL NEW CONSTRUCTION		Sq Footage
Based on permitted Sq footage	Total Added	85,693

FIRE SPRINKLER REVIEWS	Commercial	Residential
Fire Marshal	0	0
Fire Inspector	2	10
TOTAL	2	10

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	27	27.5
TOTAL	27	27.5

Rancho Santa Fe Fire District

Fire Prevention Bureau Monthly Activity Summary October 2008

SERVICES PERFORMED

DPLU - Fire Marshal	Number	Staff Hours
Project Availability Forms	5	5.0
Use Permits	0	0.0
Zaps	1	1.0
Administrative Review	1	1.0
Habit Plans	0	0.0
Approval Letters	2	2.0
TOTAL	9	9.0

INSPECTION SERVICES- All Staff	Number of Inspections	Staff Hours
Undergrounds	3	3.0
Hydros	27	22.0
Finals	42	33.0
Landscape	13	7.0
Reinspections	8	8.0
Code Enforcement	13	16.0
Misc.	17	14.0
TOTAL	123	103.0

HAZARD INSPECTIONS - All Staff	Number of Inspections	Staff Hours
Top 10 Hazards (# of Parcels Notified)	0	0.0
#10. Mt. Israel/Lake Hodges	0	0.0
#9. Hacienda Santa Fe	4	2.0
#8. San Dieguito River/Zumaque Area	0	0.0
#7. Via del Alba	0	0.0
#6. La Glorieta	0	0.0
#5. La Madreselva	0	0.0
#4. Escondido Creek	0	0.0
#3. El Camino Real	0	0.0
#2. Sun Valley Road	0	0.0
#1. Roadway Vegetation/Canopies	0	2.0
Weed Abatement Inspection	20	10.0
Weed Abatement Reinspection	15	7.5
1st Notice	15	3.8
2nd Notice	10	2.5
Final Notice	5	1.3
Forced Abatement	1	3.0
Homeowner Meeting	15	15.0
TOTAL	85	47.0
Top 10 Hazards notified this month	4/1243	
Top 10 Hazards notified YTD	220/1243	
Shelter-In-Place Communities (5)	5/5	

Rancho Santa Fe Fire District Fire Prevention Bureau Monthly Activity Summary October 2008

SERVICES PERFORMED

GRADING - Fire Marshal	Number of Inspections	Staff Hours
Plan Review	2	2.0
Site Inspection	3	3.0
TOTAL	5	5.0

SPECIAL PROJECTS - All Staff	Number of Inspections	Staff Hours
GIS Mapping	0	
Fuels Mitigation	0	
Special Projects/Other	0	
Continuing Education (Staff Hours)		
TOTAL	0	0.0

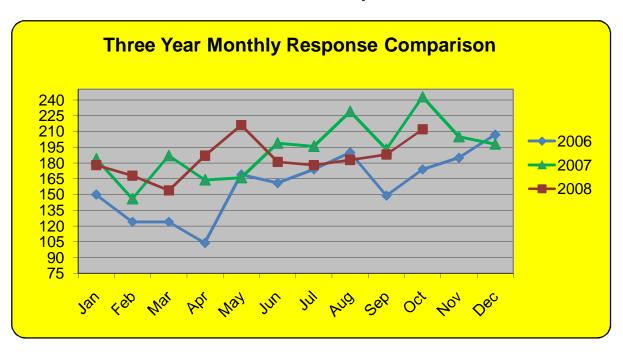
FIRE PREVENTION - All Staff	Number	Staff Hours
Incoming Phone Calls	390	18.8
Consultations	13	13.0
General Office		
TOTAL	403	31.8

PUBLIC EDUCATION - PRC	Number	Staff Hours
Web Master (Website hits and hours worked)	0	2.0
Graphic Design		18.0
Communication & Relations		20.0
Number of Releases	2.0	
Education: Design and Prepare		32.0
Education: Presentations	18.0	49.0
Number Reached: Children		
Number Reached: Adults		
In Service Staff Training		
Child Safety Seat Installations	18.0	
Clerical		54.0
Continuing Education		5.0
Special Projects		0.0
TOTAL	38.0	180.0

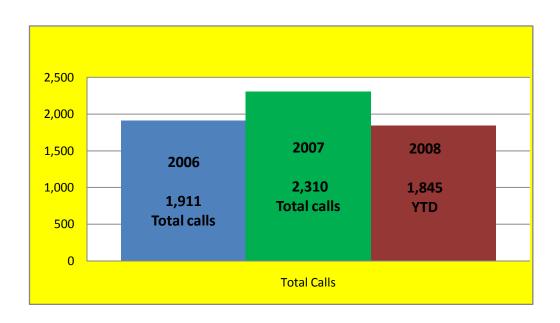
Office Support Coordinator-Prevention	Number	Staff Hours
Phone Calls (All Administrative Staff)	743	37.2
Walk in/Counter (All Administrative Staff)	182	9.1
Knox Application Request	9	0.8
UPS Outgoing Shipments	7	0.6
Plan Accepted/Routed	83	13.8
Training Classes:		
Outside Meetings		
TOTAL		61.4

Rancho Santa Fe Fire Protection District Incident Response Report

November 2008 Board Report



2006	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total Responses
Responses	150	124	124	104	169	161	174	190	149	174	185	207	1,911
YTD	150	274	398	502	671	832	1,006	1,196	1,345	1,519	1,704	1,911	18% increase
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			1,845
YTD	178	346	500	687	903	1,084	1,262	1,445	1,633	1,845			
% / last year													



Incident Summary by Incident Type

Date Range: From 10/01/2008 To 10/31/2008

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	9	00:09:32	\$0.00	\$0.00
EMS/Rescue	90	89	00:05:23	\$0.00	\$0.00
Hazardous Condition	3	3	00:10:03	\$0.00	\$0.00
Service Call	24	6	00:06:39	\$0.00	\$0.00
Good Intent	57	8	00:06:10	\$0.00	\$0.00
False Call	26	25	00:06:03	\$0.00	\$0.00
Blank or Invalid	9	0		\$0.00	\$0.00
Totals	221	140		\$0.00	\$0.00

October 2008

		Oct	ober 2	800					Nov	ember	2008		
Su	Мо	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
5 12 19 26	6 13 20 27	7 14 21 28	1 8 15 22 29	2 9 16 23 30	3 10 17 24 31	4 11 18 25	2 9 16 23 30	3 10 17 24	4 11 18 25	5 12 19 26	6 13 20 27	7 14 21 28	1 8 15 22 29

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	Sep 28	29	30	Oct 1	2	3	4
4				Fire Prevention Inspe	9:00am Hose Lays ; Tr	9:00am Hose Lays ; Tr	Battalion Chiefs Drill;
Oct 2				9:00am Fire Preventic		9:00am Fire Preventic	
1 1				9:00am Del Mar Train			
Sep 28							
S							
	5	6	7	8	9	10	11
		Fire Prevention Inspe	Fire Prevention Inspe	9:00am Scripps EMS (9:00am Hose Lays ; Tr	Fire Prevention Inspe	Battalion Chiefs Drill;
11		So Cal TOs meeting ;	So Cal TOs meeting;	9:00am Fire Preventio	9:00am Fire Preventic	8:30am Fire Preventic	
t 5 -		8:00am Captain Exam	9:00am CSA 17 Chiefs	10:00am Facilities Com	9:00am Quarterly Insរុ		
Oct		8:30am Fire Preventic	9:00am Fire Preventic				
		∇	∇				
	12	13	14	15	16	17	18
	MCI Drill; Station 2 To	8:00am SDFD at Towe	8:30am SDSME EMS (8:30am SDSME EMS (8:00am Escondido; T€	Fire Prevention Inspe	MCI Drill; Station 2 To
- 18		8:30am Admin Shift N	8:30am Fire Preventic	1:30pm SDSME CE Af	8:15am Fire Preventic	9:00am Hose Lays ; Tı	
12		9:00am Scripps EMS (1:30pm SDSME CE Af		8:30am SDSME EMS (
Oct		9:00am Fire Preventic			1:30pm SDSME CE Af		
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- 25		Fire Prevention Inspe	Fire Prevention Inspe	8:30am Captains Mee	9:00am 2611 2612; 17	9:00am Structure Trai	
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- 95						12:30pm RSF School H	
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Training-Calendar

Semperverde

Dan Green

10/13/08

Rambo Fire Doft - Emergency.

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Thanks very much

Best wishes

Don Green

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Dr & Mrs Sidry Fendsteindenda Page 22 of 81

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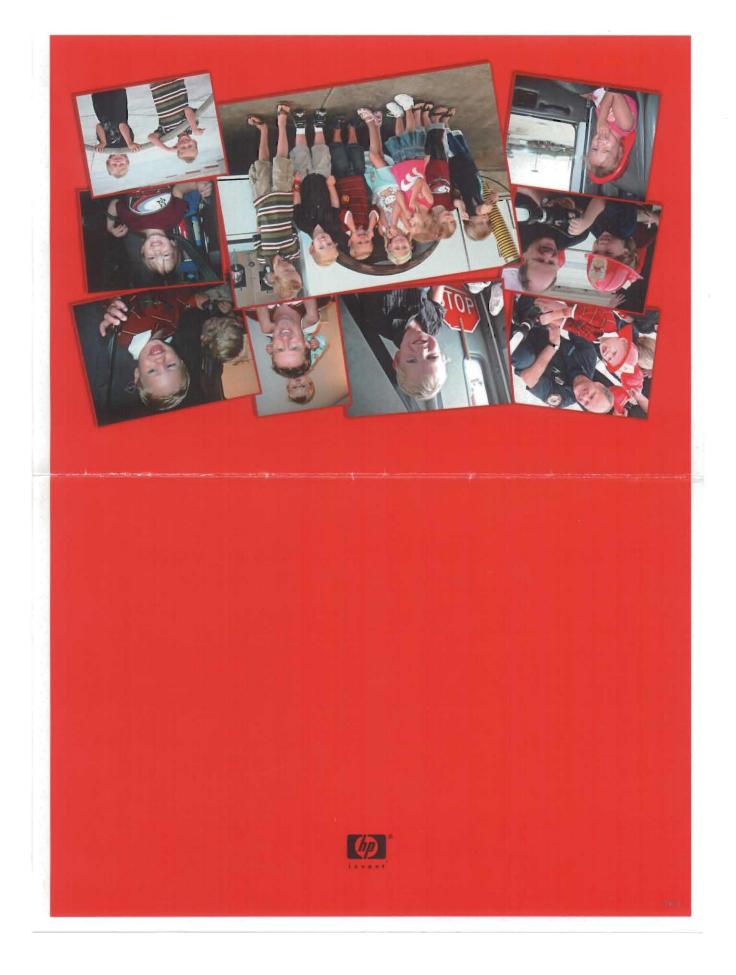
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Ary Hrs Sidney Ferrice

Dear Captain fichaeds Many thanks to you and your crew
for the Super fun tour of the
4s Lanch Firehouse. The bigkids
and the little ones had a year
and the little ones had a year
time! The highlight was the
ride in the fire truck and
ride in the fire from the roof hase
Shooting water from the roof hase
thank you all for your time and
thank you all for your to our community.





BOARD OF SUPERVISORS

ADMINISTRATION CENTER 25 COUNTY CENTER DRIVE, SUITE 200 - OROVILLE, CALIFORNIA 95965 TELEPHONE: (530) 538-7631 BILL CONNELLY First District

JANE DOLAN Second District

MAUREEN KIRK Third District

CURT JOSIASSEN, Chair Fourth District KIM K. YAMAGUCHI Fifth District

September 11, 2008

RANCHO SANTA FE FIRE DEPARTMENT P.O.Box 410 16936 El Fuego Rancho Santa Fe, CA 92067 Fire Chief Nicholas Payone

Dear Friends:

This is to thank you for the outstanding public service provided by your fire fighting organization during the recent firestorms in Butte County.

The citizens of the County of Butte are truly indebted to your organization for its selfless public service during the County's hour of need, and, I must say that your organization provided valiant service that sayed many lives and homes.

In recognition of your remarkable public service, it is my honor to enclose a certificate of appreciation on behalf of the citizens of Butte County.

Thank you again.

Sincerely

Curt Josiassen, Chair

Butte County Board of Supervisors



IN RECOGNITION OF

RANCHO SANTA FE FIRE DEPARTMENT

Certificate of Appreciation

the citizens of the County of Butte extend our gratitude for your help and protection of our In recognition of your immediate response to the 2008 Fire Storm and Lightning Complex, families and property. You provided valiant and steadfast service that saved many lives and homes. Your commitment to public service, professional training and hard work is very much noticed and appreciated. Thank You.

Curt Josiassen, Chair Board of Supervisors

/12/08

Date

Travel Expense Report - Board of Direct	tors Report						
Name James Ashcraft				Board Meeting		11/12/2008	
Position Director				3.			
Period From 9/5/08 to 10/28/08				Submitted by			
Per Mile							
Reimbursement 0.585				Reviewed by			
Total Paid \$923.15							

Date	Description of Expense	Airfare	Lodging	Ground Transportation (Gas, Rental Car, Taxi)	Meals & Tips	Conferences and Seminars	Miles (Personal Car Only)	Mileage Reimbursement	Miscellaneous	Currency Exchange Rate	Expense Currency	U.S. \$
9/5/2008	CalPERS Conference - Registration					\$275.00	0	\$0.00		1	USD	\$275.00
10/26/2008	Lodging - Renaissance Esmeralda		\$191.49				0	\$0.00		1	USD	\$191.49
10/27/2008	Lodging - Renaissance Esmeralda		\$191.49				0	\$0.00		1	USD	\$191.49
10/27/2008	Internet Access							\$0.00	\$13.95	1		\$13.95
10/28/2008	Lodging - Renaissance Esmeralda		\$191.49					\$0.00		1		\$191.49
10/28/2008	Internet Access							\$0.00	\$13.95	1		\$13.95
10/28/2008	Dinner - Tommy Bahama's				\$45.78			\$0.00		1		\$45.78
								\$0.00		1		\$0.00
								\$0.00		1		\$0.00
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					Total Mile	age Reimbursen	nent:	\$0.00	Total I	Paid:		\$923.15

Conference - CalPERS (Renaissance Esmeralda Resort)

Travel Expense Report - Board of Direct	tors Report						
Name Nicholas G Pavone				Board Meeting		11/12/2008	
Position Fire Chief	•			g			
Period From 9/22/08 to 10/28/08				Submitted by			
Per Mile							
Reimbursement 0.585	1			Reviewed by			
Total Paid \$912.58							

Date	Description of Expense	Airfare	Lodging	Ground Transportation (Gas, Rental Car, Taxi)	Meals & Tips	Conferences and Seminars	Miles (Personal Car Only)	Mileage Reimbursement	Miscellaneous	Currency Exchange Rate	Expense Currency	U.S. \$
9/22/2008	CalPERS Conference - Registration					\$275.00	0	\$0.00		1	USD	\$275.00
10/26/2008	Lodging - Renaissance Esmeralda		\$191.49				0	\$0.00		1	USD	\$191.49
10/27/2008	Lodging - Renaissance Esmeralda		\$191.49				0	\$0.00		1	USD	\$191.49
10/27/2008	Meal - Renaissance Esmeralda				\$10.34			\$0.00		1		\$10.34
10/28/2008	Lodging - Renaissance Esmeralda		\$191.49					\$0.00		1		\$191.49
10/28/2008	Dinner - Tommy Bahama's				\$52.77			\$0.00		1		\$52.77
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Conference - CalPERS (Renaissance Esmeralda Resort)

STAFF REPORT

NO. 08-15

TO: **BOARD OF DIRECTORS**

FROM: NICHOLAS G. PAVONE, FIRE CHIEF SUBJECT: **BUDGET AUTHORIZATION(S) - CAPITAL**

DATE: NOVEMBER 7, 2008



The following budget actions are requested for approval and/or modification:

Description	FY 08/09 Budget	Funding Request	Funding Source	Action Requested
 (1) 2009 Command Vehicle Ford 4x4 Expedition, w/radio installation, emergency lighting, and command package. (2) 2009 Utility Vehicle Ford 4x4 crew cab ¾ ton pick-up w/radio installation, emergency lighting package. 	\$70,000 \$50,000	\$49,446 \$41,957	100% Fleet Reserve	Authorize purchases.
	\$30,000	, γ41,33 <i>1</i>		

JUSTIFICATION for Funding Request:

Staff is seeking authorization to purchase one (1) replacement command vehicle with radio, emergency lighting, and command package; and one (1) replacement utility pick-up truck with radio, and emergency lighting package:

- ♦ Command Vehicle (\$29,854)
- Emergency lighting, radio, and command package: \$(19,592)
- Utility pick-up truck (\$31,522)
- Emergency lighting and radio package: \$(10,435)

Total Cost: (\$91,403)

One of the vehicles replaced, a 2003 Expedition with 71,000 miles, will replace the current reserve B/C vehicle housed at the Cielo Fire Station.

Two (2) 2001 Ford Expeditions will be retired from the District's fleet and sold at auction.								

STAFF REPORT

NO. 08-16

TO: BOARD OF DIRECTORS

NICHOLAS G PAVONE, FIRE CHIEF

FROM: BRET DAVIDSON, BATTALION CHIEF

SUBJECT: BUDGET AUTHORIZATION(S) - CONTRACTUAL SERVICES

DATE: NOVEMBER 7, 2008



The following budget actions are requested for approval and/or modification:

Description	FY 08/09 Budget	Funding Request	Funding Source	Action Requested
Contract with Career Survival Group	\$7,000	\$7,000	Contractual Services	Authorize agreement and service.

JUSTIFICATION for Funding Request:

Staff is seeking authorization to sign an agreement with the Career Survival Group to:

- ♦ Review all RSFFPD Standard Operating Guidelines and Administrative Policies & Procedures to look for conflicts and ensure compliance with AB220.
- To make recommended edits within each of these documents for consideration.
- Conduct employee training on new department procedures regarding AB220 changes.

In order to fully implement the California Law as outlined in AB220 (also known as the Firefighters Bill of Rights) it was determined that the District would benefit from Career Survival Group conducting a policy review and provide training. Career Survival Group is made up of a combination of legal and law enforcement personnel that have experience in the application of the Police Officers Bill of Rights that has very similar language. They are one of only a few groups that can provide both a legal opinion and the practical application changes needed to comply with the law. Once the policies are in place this group would conduct training for the District on the proper procedures to follow in order to stay within the California Law.

		_

Rancho Santa Fe Fire Protection District

POLICY HANDBOOK

SERIES 3000: OPERATIONS

POLICY TITLE: Expense Authorizations

POLICY NUMBER: 3040

3040.1 All purchases made for the District by staff shall be authorized by the Fire Chief or the appropriate responsible Manager and shall be in conformance with the approved District budget.

Any commitment of District funds for a purchase or expense greater than \$[TBD],000.00 shall first be submitted to the Board of Directors for approval, or shall be in conformance with prior Board action and/or authorizations.

- 3040.3 A "petty cash" fund shall be maintained in the District office having a balance-on-hand maximum of \$300.00.
- 3040.3.1 No personal checks shall be cashed in the petty cash fund.
- 3040.3.2 The petty cash fund shall be included in the District's annual independent accounting audit.
- **3040.4** Whenever employees or Directors of the District incur "out-of-pocket" expenses for item(s) or service(s) appropriately relating to District business as verified by valid receipts, said expended cash shall be reimbursed upon request by check request. In those instances when a receipt is not obtainable, the requested reimbursement shall be approved by the Fire Chief or the appropriate responsible manager prior to payment.

APPROVED: Board of Directors held November 12, 2008	
ATTEST:	

Karlena Rannals, Board Clerk

STAFF REPORT

NO. 08-17

TO: BOARD OF DIRECTORS

FROM: NICHOLAS PAVONE, FIRE CHIEF

SUBJECT: ARCHITECTUAL SERVICES CONTRACT

DATE: NOVEMBER 7, 2008



BACKGROUND

In July, the District developed and advertised a "Statement of Qualifications for Architectural Services." The District distributed 38 requests for packages, and received 10 submittals for final consideration. The five-person review committee (including two Board members) screened the ten final submittals and recommended two firms for an interview/presentation. The two firms were interviewed and a unanimous decision from the committee was to recommend Jeff Katz Architecture for the project.

CURRENT SITUATION

The Fire Chief has been meeting with Jeff Katz to negotiate the scope of work, contract, and cost for architectural services. In our discussions, including legal counsel, it was determined that in the best interest of the District for liability and management purposes, to contract directly with two of the sub-consultants. The two sub-consultants are Geocon (geotechnical consultant) and Shapouri Engineering (civil engineering services). Although these services may be included in an architectural services agreement, it is not uncommon to have them separated.

Architectural services costs are usually a percentage of the estimated cost of construction for a fire station project, the "typical" range is from 7-10%.

Attached are the following three proposals:

Jeff Katz Architecture	\$320,000
Shapouri Engineering Co. (civil engineering)	\$80,050
Geocon Inc. (geotechnical services)	<u>\$9,470</u>
TOTAL	\$409,520

RECOMMENDATION

Staff recommends that the District contract with the three consultants separately based on the opinion of legal counsel. Staff also recommends that the Board of Directors authorize the Board President to sign the contract with each consultant.



October 31, 2008

Nicholas Pavone Fire Chief **Rancho Santa Fe Fire District** 16936 El Fuego Rancho Santa Fe, California 92067

RE: Revised Architectural Services – Fairbanks Ranch Fire Station

Dear Chief Pavone,

I am pleased that the District has selected us to work with you on the design and construction of the Fairbanks Ranch Fire Station project, and I am pleased to offer this revised proposal for design and construction administration services. This proposal is based on your requirements for Planning Phase, Schematic Design, Design Development, Construction Documents, Bidding and Construction Administration services.

I have based this proposal on the preliminary requirement to design the Fairbanks Ranch Fire Station with an assumed construction budget of \$4,000,000.

We are proposing to offer the following scope of services:

PLANNING PHASE

- Work with Rancho Santa Fe Fire District (RSFFD) to develop preliminary space needs analysis and establish square foot requirements for the facility.
- Meet with Fire Station Design Committee to discuss examples which the committee has seen on their tour of existing stations in the County, to review areas which the Fire Department feels are examples of both good and poor design elements. Hold up to two "Brainstorming" sessions with Fire Department personnel to discuss features of the new station designs in order to understand and develop a detailed program for the project.

- Meet with Project Team to discuss budget, program and exterior design issues.
- Meet with County Building and Planning Department to review all requirements including design review, environmental documentation and approval process.
- Develop Preliminary Building Floor Plans to determine overall space requirements. These plans will be schematic in nature and are intended only to provide information with regard to overall building configuration.
 Detailed building plans and elevations will be further developed in later stages of the project.

SCHEMATIC DESIGN PHASE

- Develop Preliminary Building Floor Plans and Building Elevations.
- Coordinate with Owner's Geotechnical Engineer for recommendations for grading, foundation design, retaining walls and site paving.
- Refine previously prepared conceptual site drawings indicating placement of structures and amenities on site. This will include the following:
 - Refine preliminary site plans indicating building site orientation, site ingress and egress, and miscellaneous site information.
- Prepare preliminary landscape and hardscape plans.
- Develop Preliminary Traffic Signalization Plans.
- Develop preliminary Cost Estimates based upon building systems. The cost estimate will include the anticipated cost for LEED compliance and certification. The estimates prepared at this phase will be generally square foot cost estimates for the various building components, and will include a design development contingency (to allow for potential increases as the design is refined further in the later stages of the project).
- Provide a written preliminary evaluation of the project, schedule and construction budget.

Fairbanks Ranch Fire Station Proposal October 31, 2008 Page 3

- Make required re-submissions to County for final project review and approvals. Drawings required for this submittal would only include anything which was modified from the previously reviewed documents submitted by Shapouri & Associates, but could include:
 - Site Plan
 - Schematic Floor Plan
 - Schematic Building Elevations
 - · Conceptual Landscape Plans
 - Exterior Color and Material Sample Boards
 - A colored rendering of the station

These drawings will include color and material callouts, as well as a colored building elevation drawing. No models are included in this submittal.

- Make required presentations to various agency review organizations to review proposed design. Proposal assumes one presentation to the public.
- Make presentation to Board of Directors to describe project design and budget. At this time it would be expected that final direction regarding LEED design criteria would be established with the Board's approval.
- Make required modifications to Schematic Design to obtain Schematic Design approval.
- After obtaining written approval of Schematic Design we will proceed into Design Development.
- For the Schematic Design Phase we have included semi-weekly team coordination meetings in addition to the presentations listed above.

DESIGN DEVELOPMENT PHASE

- Refine design of Floor Plan, Building Elevations and Site Plan.
- Coordinate building and site requirements with Geotechnical Engineer recommendations.
- Develop structural system consistent with design concept.

- Develop building mechanical, plumbing and electrical systems consistent with design concept.
- Coordinate with Owner systems for phone/data/cable and station alerting requirements.
- Prepare preliminary Interior Elevations, Building Sections, Reflected Ceiling Plan and Roof Plan.
- Prepare preliminary interior material and color boards for review and selection.
- Develop Preliminary fixture and furniture selections.
- Prepare preliminary line item Construction Cost Estimate based on actual building components. This estimate will be more detailed than the systems estimate prepared during schematic design.
- Make required submittal to the RSFFD for Design Development Review.
- After obtaining written approval of the information presented in the Design Development drawings, we will proceed into Construction Documents.
- For the Design Development Phase we have included semi-weekly team coordination meetings.

CONSTRUCTION DOCUMENTS PHASE

- Prepare drawings and specifications suitable for bidding to clearly delineate the Contractor's scope of work, including required architectural, structural, mechanical, plumbing, electrical, Traffic Signal and landscape design. It is assumed for this proposal that the RSFFD will provide all required General and Supplementary Conditions and Bidding Information. Submittals will be made at 65%, 90% and 100% and will include plans, specifications and cost estimate.
- Construction Documents will incorporate Geotechnical requirements and recommendations for soils preparation, foundation and paving design.

- Submit plans to local utility companies for review and approval. (Note: Any required Utility Company fees are not included).
- Submit plans to County Building Department for Building permit plan check, and perform all required revisions to construction documents based on Building Department's plan check comments (Note: plan check and permit fees are not included).
- Update Construction Cost Estimate.
- Meet with District and Fire Department as required to review final design and construction documents.
- Make required presentation to the RSFFD Board for approval prior to going out to bid.
- For the Construction Document Phase we have included semi-weekly team coordination meetings.

BIDDING PHASE

- Provide final original drawings and specifications (and electronic copies) for use in bid packages. For this proposal it is assumed that the RSFFD will advertise, assemble and distribute bid packages.
- Interpret and clarify contract documents for contractors, and assist in issuing addenda as required.
- Attend a Pre-Bid walkthru at the site with all interested contractors.
- Participate in bid opening, review contractor's detailed cost breakdown, and assist the RSFFD in evaluation of the bids.

CONSTRUCTION ADMINISTRATION PHASE

Construction contract administration services are based on a twelve month construction period, from Authorization to Proceed through Punchlist Inspection. Should the project be completed more quickly the services provided will be reevaluated. The following services will be provided:

- Attend Pre-Construction conference.
- Review and approve or take other appropriate action upon Contractor's submittals and shop drawings as required by contract documents.
- Interpret contract documents (including all subconsultant disciplines) for proper execution and progress of construction, including responding to contractor's requests for information and clarification, and issuing ASI's (Architect's Supplemental Instructions).
- Make one scheduled site visit every week during the course of construction (total of 48) to observe the project, and prepare site visit report (meeting minutes). Site visit shall include meeting with Contractor and District representative to review progress of construction, review pending RFI and Change Order information, and observe the construction to verify work is proceeding in accordance with construction documents.
- Provide four site visits per discipline (by the respective engineers) for structural, electrical, mechanical and Landscape Architecture, to review progress of construction and conformance with construction documents.
- Make one additional site visit to perform Punchlist Inspection, and one additional visit to perform Final Inspection. Punchlist Inspection will include a detailed listing of all items remaining to be completed by the Contractor. Final Inspection will certify that all work has been completed in accordance with construction documents.
- Assist RSFFD in review of Contractor's initial and progress schedules and Schedule of Values.
- Assist in reviewing and processing contractor's progress payment requests, and certifying the amounts due to the Contractor.
- Process contractor's building As-Builts, warranty information and related information by forwarding them to the District.
- Inspect the project as part of Post Construction Evaluation prior to completion of contractor warranty period.

<u>ADDITIONAL SERVICES TO BE PROVIDED ON AN HOURLY BASIS</u>

The following items are not included in the Basic Services, and will be provided as additional services only after written authorization is received. Unless a subsequent fixed fee proposal is provided, the work will be done on an hourly basis per the attached Hourly Rate Schedule.

Additional Services not included in our basic scope of work include:

- · Civil Engineering Services
- · Geotechnical Engineering Services
- Revisions to Schematic Design or Contract Documents resulting from Owner requested changes to documents previously approved by the Owner, or due to code or zoning changes made subsequent to Owner approval.
- Preparing separate construction document packages for "fast-tracking" construction work and/or preparing additional documents for alternate bid items.
- Preparing separate construction document packages for demolition of existing facilities or for the installation of temporary facilities for the Department during the course of construction.
- Services required because of significant changes in the project (not due to the design team's acts or omissions) including, but not limited to, size, quality, complexity, schedule, or the method for bidding and contracting for construction.
- Processing change requests for Owner requested changes, and for unforeseen site conditions, after bid, including revisions to Contract Documents, processing approval of revisions through the Building Department, and Change Order negotiation.

- Providing services in conjunction with evaluating substitutions proposed by the Contractor, and making subsequent revisions to Contract Documents resulting from such.
- Construction site visits provided in excess of the visits defined under the Construction Administration Phase which are requested by the RSFFD, or made necessary through delays in the construction schedule or other elements outside the control of the Architect (for either Architect or subconsultant engineers).
- Providing services made necessary by the default of the Contractor, by major deficiencies in the work of the Contractor, or by failure of performance of either the Owner or the Contractor under the Contract for Construction.
- Providing services in conjunction with arbitration proceedings or legal proceedings, except where the Architect is a party to such proceedings.
- Providing "Special Inspection" services required by law or the Contract Documents.
- Preparation of drawings for work beyond the project boundary (site and immediate street frontage).
- Services in conjunction with any required discretionary approvals.
- Preparation of Boundary Surveys, ALTA Surveys, Title Reports, Deeds, construction staking or other documents in conjunction with the project site.
- Plan check and permit fees (if paid by the consultant) will be a reimbursable expense, charged at 1.1 times the Consultant's cost.
- All delivery, printing and reproduction costs will be a reimbursable expense, charged at 1.1 times the Consultant's cost.

I propose to provide the stated basic services for a fixed fee of Three Hundred Twenty Thousand Dollars (\$320,000.00). Costs for civil engineering services are not included with this proposal. If you want the civil engineering services to be administered through our contract then that cost would be in addition to the fee noted above. Invoices will be submitted monthly, in a format acceptable to the District, for the percentage of work completed during the month, on any particular phase.

The proposed breakdown for the Basic Services charges will be as follows:

Planning Phase	\$ 5,500.00
Schematic Design Phase	\$ 22,000.00
Design Development Phase	\$ 62,000.00
Construction Documents Phase	\$178,000.00
Bidding Phase	\$ 2,500.00
Construction Administration Phase	<u>\$ 50,000.00</u>
TOTAL	\$320,000.00

As you probably know, definition of construction cost is always an issue on projects. I have included as Exhibit 'B' a further description of responsibility with respect to the budget and construction cost for this project. The definitions listed are from the AIA Document B141, Owner/Architect Agreement. Although we will not be using the AIA document for our contract, these definitions are useful to understanding what the design team and the Owner's responsibilities are and should be a part of the final contract for the project. Prior to our starting work on this project I will need from you a clearer definition of what the actual "hard dollar" construction budget is expected to be. As part of our Schematic Design services, we will then prepare preliminary estimates, and a report indicating what we expect the project cost will be to include all the requested program elements. At that time we will work with you to adjust the project scope or modify the budget to fit.

Presently our firm maintains General Liability and Errors and Omissions Insurance with nationally recognized insurers. We carry a &1,000,000 limit for our General Liability and auto, and a \$2,000,000 limit for our Professional E&O insurance.

I have attached a copy of Shapouri & Associates fee proposal to me. I have not included these costs in my proposal to you. Please advise if you wish to continue to contract with them directly or if you would like me to include these costs in my proposal to you.

I appreciate the opportunity to present this proposal. I am available to meet with you at any time to review and discuss the proposed scope of services and fee proposal. I am excited about the opportunity to work with you on this project. If you have any questions regarding this scope of work please do not hesitate to contact me at (619) 698-9177.

Respectfully,

Jeff Katz, AIA

Principal

Exhibit "A"

HOURLY RATE SCHEDULE

The following rates apply to work performed on an hourly basis.

Principal Architect	\$ 160.00 per hour
Project Architect	\$ 125.00 per hour
Job Captain	\$ 110.00 per hour
Designer	. \$ 95.00 per hour
Specification Writer	\$ 105.00 per hour
Construction Administrator	\$ 125.00 per hour
Drafter	. \$ 85.00 per hour
Secretarial	. \$ 55.00 per hour
Structural Engineer	\$ 140.00 per hour
Civil Engineer	\$ 140.00 per hour
Mechanical Engineer	\$ 140.00 per hour
Electrical Engineer	\$ 140.00 per hour
Landscape Architect	\$ 140.00 per hour

Reimbursable Expenses will be charged at 1.1 times the direct cost.

Note: These rates will remain in effect until December 31, 2010, at which time they may be adjusted as a result of salary reviews

SHAPOURI ENGINEERING COMPANY, INC

16089 San Dieguito Road, Suite H-104, P.O. Box 3275, Rancho Santa Fe, California 92067 Phone: (858) 832-1366 Fax: (858) 832-1367

October 21, 2008

Jeff Katz Architecture Attn: Mr. Jeff Katz, AIA 6353 Del Cerro Blvd. San Diego California 92120

El Apajo Fire Station Expansion Project: Proposal for Consulting Services

Dear Mr. Katz:

Thank you for requesting our firm to propose on assisting you with the above mentioned project, in response to your request we are pleased to provide the following Scope of Work and Fee Schedule for your review and consideration.

Scope of Work

Task 1: Precise Grading Plan

In Coordination with your firm and Rancho Santa Fe Fire Protection District (RSFFPD) and the County of San Diego Grading Ordinance, our precise grading plan will depict the following: existing improvements, open space easements, grade elevations, drainage features, buildings and other structures. The precise grading plan will also include proposed building footprints, pad and curb elevations, exterior walls and fences, retaining walls, paving, gates and other related structures such as; water meter, electric meter and fire hydrant locations. A geotechnical/soils report will also be required. Our recommendation is to use Geocon, Inc. due to their extensive knowledge and experience in the Fairbanks Ranch area. This geotechnical report is not a part of this proposal.

Task 2: Retaining Wall

The proposed retaining wall will require its own separate structural plans, specifications elevations and calculations.

Task 3: Improvement Plans and Profiles

As part of this task, we will prepare several sets of Improvement plans which include, of 1) Curb Grade Plans as required by the County of San Diego depicting the location and extent of proposed driveways, traffic warning signs and emergency traffic lights to manage the ongoing traffic during the emergency operations of RSFFPD vehicles.

2) Sewer Improvement Plans depicting all proposed sewer mains, laterals, manhole, cleanouts and connections.

Phone: (858) 756-8340

www.shapouri.com

Fax: (858) 756-8344

Jeff Katz Architecture 6353 Del Cerro Blvd. San Diego California 92120 Proposal for Engineering Consulting Services 10/21/2008

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Task 4: Drainage Study

Conduct a comprehensive Drainage Study for the proposed project, specifically addressing the existing drainage swale impacting the site. Prepare a Final Drainage Report for submittal to the County of San Diego, Department of public works, depicting all drainage requirements and improvements Best Management Practices (BMP) and Low Impact Development (LID) techniques will also be identified on a separate map.

Task 5: Construction Storm Water Pollution Prevention Plan (SWPPP)

Consistent with County requirements a set of erosion control plans will be prepared under this task. All construction personnel involved with this project will be required to undergo specific training relative to the requirements of this SWPPP.

Task 6: Survey and Construction Staking

Set up Control points and establish Curb Topography, Prepare and place survey stakes for the Rough Grading, Perimeter, Pad, Culvert, Headwall, Sewer Manhole and Laterals. The second phase of this task will include Precise Grading Stakes for the proposed building, walls and Curbs. As a part of this task we will also prepare a Record of Survey (ROS) Map and will be setting Survey Monuments upon completion of construction.

Task 7: County Processing

Coordinate with County project staff to ensure a complete submittal package, including several meetings with staff prior to submittal to ascertain project's submittal needs, continued coordination and inquiry to ensure expedient review and comment by staff. All required County Development Application Forms will be completed Subsequent to staff review of submittal package; if additional submittal items may be required, coordinate with staff to provide additional studies, graphics, and reports as needed.

Task 8: Construction Supervision

Based on our prior experience it is recommended that during the extensive grading of the site one of our engineers should be present to assist in any construction issues that might require immediate resolution. Furthermore a weekly grading monitoring report will be required by the County. These reports need to be certified by a Registered Civil Engineer.

Task 9: "AS-Built" Surveys

Pursuant to San Diego County Grading, Clearing and Watercourses Ordinance, Completion of work shall include the preparation of As-Built plans, the certification of compliance and other matters as required by Sections 87.425 and 87.426 of this ordinance.

Jeff Katz Architecture 6353 Del Cerro Blvd. San Diego California 92120 Proposal for Engineering Consulting Services 10/21/2008

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Task 10: Record Plans Preparation

After As-Built Survey is conducted, the construction changes will be depicted on Record Plans to be submitted for County staff review and approval. Upon their approval, Record Plan package will be prepared and submitted for the County's final approval.

Task 11: Permit Closure

We will coordinate with the various County Departments to ensure a timely closure of the permit and release of bonds.

Consulting Fee

Our fee for the foregoing services will be as follows. The approximate cost of each task is as follows:

Task 1, Precise Grading Plan	\$12,500
Task 2, Retaining Wall	\$11,450
Task 3, Improvement Plans	\$15,500
Task 4, Drainage Study	\$9,800
Task 5, Construction (SWPPP)	\$5,500
Task 6, Survey and Construction Staking	\$12,500
Task 7, County Processing	Time & Materials
Task 8, Construction Supervision	Time & Materials
Task 9, "AS-Built" Surveys	Time & Materials
Task 10, Record Plans	\$12,800
Task 11, Permit Closure	Time & Materials

The consulting fee will be invoiced monthly on a percentage completed basis. Progress reports will be provided upon request. Any out of scope work will be invoiced on time and material basis with prior client authorization.

Project Schedule

Based on our experience with other projects a 6 months schedule is anticipated for this project, depending on the nature of reviewing parties' comments and availability of County Staff to review the submittal package.

Consulting Agreement

Jeff Katz Architecture 6353 Del Cerro Blvd. San Diego California 92120 Proposal for Engineering Consulting Services 10/21/2008

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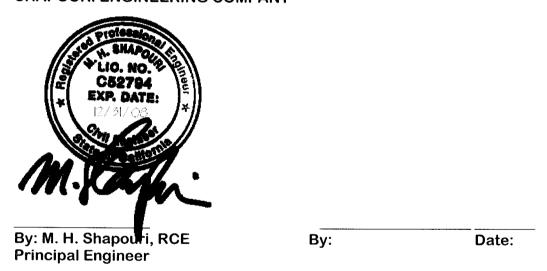
If you would like us to proceed with the above-mentioned work program, please indicate your approval by signing below and forwarding a copy of this agreement. The enclosed standard terms and conditions are incorporated herein and made a part of this agreement.

Thank you for selecting our firm to propose on this interesting project, I am confident that you will receive the highest quality consulting services. I look forward to working with you in successfully completing this project on time and within budget to your satisfaction. Please feel free to contact the undersigned if you have any questions or require additional information.

Sincerely,

Agreed & Accepted:

SHAPOURI ENGINEERING COMPANY



Attachments:

Standard Terms and Conditions Hourly Fee Schedule



Proposal No. LG-08314 October 21, 2008 Revised November 6, 2008

Jeff Katz Architecture 6353 Del Cerro Boulevard San Diego, California 92120

Attention:

Mr. Jeff Katz

Subject:

EL APAJO FIRE STATION

RANCHO SANTA FE, CALIFORNIA

PROPOSAL FOR GEOTECHNICAL INVESTIGATION

Reference:

Site Plan 83-06 W1, El Apajo Fire Station, Ranch Santa Fe, California, prepared by

Shapouri & Associates undated.

Dear Mr. Katz:

In accordance with your request, we herewith submit our proposal to perform a geotechnical investigation of the subject property. The existing site is located on El Apajo Road, north of the projected intersection of El Nido Road in the Ranch Santa Fe area of County of San Diego, California. The property consists of an existing two-story fire station, parking and landscaping. The eastern portion of the site is undeveloped and covered with shrubs and large trees. A drainage is located within the central portion of the property. Proposed development on the property will consist of a new two-story fire station (approximately 10,000 square feet) with two Apparatus bays. The eastern portion of the property will be utilized for driveway and parking. A segmental retaining wall is planned on the eastern property boundary.

Based on our research of geologic literature and a site visit, we expect geologic conditions within the western portion of the site consist of fill, formational materials associated with the Friars Formation and possibly alluvial soils left in place bellow the fill. Groundwater may also be present in the alluvium. The amount of fill, alluvium and groundwater may potentially influence the proposed development. We expect the eastern portion is underlain by alluvium, topsoil and the Friars Formation. We expect the previous grading consisted of cut to grade in formational material and fill being placed to a maximum depth of approximately 15 feet. The formational materials and fill likely possess a "very low" to "medium" expansion potential (expansion index of 90 or less) and will likely be suitable for reuse as fill.

Based on the discussion herein and our understanding of the project, we recommend that the scope of the geotechnical investigation consist of:

- Review published geologic maps, aerial photographs, and other literature pertaining to the site to aid in evaluating geologic hazards that may be present.
- Excavate approximately 3 to 4 test pits within the eastern portion of the property within the landscaped area to examine and sample the prevailing soil conditions encountered. We would also evaluate the proposed cut slope for the wall for adverse conditions. We expect the test pits would range from approximately 5 to 10 feet in depth.
- Excavate 2 to 3, small-diameter borings within the western portion of the property to examine and sample the soil conditions encountered. We expect the depths of the borings would extend less than 20 feet in depth if we encounter formational materials. If alluvium or fill encountered within the borings extends deeper than 20 feet, we would extend the borings to a depth of 50 feet or approximately 10 feet into formational materials, which ever is less. If we extend the boring deeper than 20 feet, we will obtain a County of San Diego Department of Environmental Health well permit. A property owner signature will be required for the application.
- Perform laboratory tests on selected soil samples to evaluate in-situ density and moisture content, shear strength, water-soluble sulfate, compaction, and expansion characteristics of the prevailing soil conditions encountered.
- Prepare a written report presenting our findings and our conclusions and recommendations regarding the geotechnical aspects of developing the property as presently proposed. Recommended grading specifications, seismic design criteria, preliminary pavement design, foundation design criteria, retaining wall criteria, earthwork grading factors, excavation characteristics, slope stability, liquefaction potential and remedial grading measures, would be included in the report.

We propose to perform the scope of work outlined herein for a fee not to exceed \$9,470. If during the drilling operations we encounter alluvial soils deeper than 20 feet we will be required to deepen the borings and perform additional sampling, testing and analyses for settlement and liquefaction. The additional cost for these services is approximately \$6,000, which would increase the estimated total budget to \$15,470. Our services would be provided in accordance with the enclosed *Schedule of Fees/Terms and Conditions*, which is incorporated into and made part of this proposal. Invoices would be submitted at four-week intervals and would be itemized to reflect only the actual time and costs incurred. If unexpected field conditions are encountered which require a significant modification to the recommended scope of work and/or which require an increase to the not-to-exceed amount, we would not proceed with the modified scope or increased amount without obtaining your verbal authorization. The proposed scope of services does not include the evaluation or identification of the potential presence of hazardous materials on the site.

We assume that the site plans provided for our use will show the locations of all underground utility lines and structures, as well as the location of sensitive natural habitats and/or archaeological sites. We will not be responsible for damage to any such lines, structures, vegetation, or archaeological sites that are not shown accurately on the plans provided to us. In addition, some disturbance to the ground surface and vegetation may occur as a result of accessing the desired locations of subsurface exploration. Although we will be careful to limit the extent of such occurrences, they can not be

avoided and this proposal does not include any costs to regrade, re-vegetate, landscape or otherwise repair disturbed areas.

We expect the boring excavations will be less than 20 feet deep and a permit from the County of San Diego Department of Environmental Health (DEH) will not be required. If we encounter fill or alluvium deeper than 20 feet, we will contact the DEH and prepare a retroactive permit at an additional cost, as required. In addition, we expect the soil cuttings from the drilling operation can be placed and the site and removal will not be required.

We have prepared this proposal with the understanding that this is a prevailing wage project.

The California Legislature enacted Business & Professions Code §6749, effective January 1, 2001, which requires that all contracts with private entities be set forth in writing, contain certain terms, including a description of the services to be provided, the basis of compensation, the name, address and certificate number of the professional engineer and be signed by the parties before commencement of any work by the engineer. Therefore, either the enclosed *Terms for Geotechnical Engineering Services* or the waiver of Business & Professions Code §6749 letter must be signed by Client prior to Geocon's commencement of any work, whatsoever, on the project. For your convenience, a copy of the Business & Professions Code §6749 waiver letter with the actual code text printed on the back is attached to this proposal.

It is mutually agreed between Client and Geocon that all services afforded and work performed by Geocon are provided pursuant to Civil Code Section 2782 et seq., and such agreement is expressly integrated into and made a part of any and all contracts or agreements entered into between the parties.

Please carefully review the contents of this proposal, and the enclosed *Schedule of Fees/Terms and Conditions* and *Terms for Geotechnical Engineering Services*. If they meet with your approval, execute both copies of the *Terms for Geotechnical Engineering Services* and return them to our office. We will then sign the documents and return one fully executed copy to you.

We will commence with the scope of services outlined herein upon receipt of your written authorization to proceed on the basis of and conditions set forth in the Terms for Geotechnical Engineering Services and Schedule of Fees/Terms and Conditions enclosed herewith. Services provided by Geocon will be pursuant to the Terms for Geotechnical Engineering Services and Schedule of Fees/Terms and Conditions until or unless a mutually agreed upon, negotiated contract is finalized. Please note that it is necessary to indicate your project representative agent on the first sheet of Terms for Geotechnical Engineering Services and the address where all Client notices and communications should be sent. If you do not have an in-house project representative agent, please indicate a designated agent.

Should you have any questions regarding this proposal, or if we may be of further service, please contact the undersigned at your convenience.

Very truly yours,

GEOCON INCORPORATED

Ali/Sadr (ØEG 1778

AS:SW:dmc

Enclosures:

TGES; SF/TC-2006

BPC §6749 Waiver Letter

(2/)

Addressee

(1/email) Rancho Santa Fe Firestation

Attention:

(1/email) Shapouri and Associates

Attention: Mr. Ali Shapouri

Shawn Weedon GE 2714

2006 SCHEDULE OF FEES GEOTECHNICAL

PROFESSIONAL SERVICES			
Word Processor/Non-Technical Assistant/Draftsman			\$69/hr.
Engineering Assistant/Lab Technician			*79/hr.
Engineering Field Technician (Including Vehicle and N	luclear Gaug	e)	*85/hr.
Senior Engineering Field Technician (Including Vehicl	e and Nuclea	r Gauge)	*90/hr.
Staff Engineer/Geologist			95/hr.
Senior Staff Engineer/Geologist			105/hr.
Project Engineer/Geologist			115/hr.
Senior Project Engineer/Geologist			125/hr.
Senior Engineer/Geologist			140/hr.
Associate Engineer/Geologist			175/hr.
Principal Engineer/Geologist/Litigation Support			195/hr.
Deposition or Court Appearance			350/hr.
Overtime and Saturday Rate		1.5 X Regula	ar Hourly Rate
Sunday and Holiday Rate		2 X Regula	ar Hourly Rate
Minimum Professional Fee		\$5	00/Per Project
Minimum Field Services Fee (per day or call-out)			
*Prevailing Wage Hourly Surcharge for Technicians ar	nd Inspectors	per California Labor Code §720, et. Seq	\$25/hr.
		VEL	
Personnel		Regula	•
Subsistence (Per Diem)	***************		\$125/day
E	QUIPMENT	& MATERIALS	
Nuclear Gauge	************		echnician Rate
Coring Machine (concrete, asphalt, masonry)			\$165/day
Generator			
Asphalt Cold Patch, 60-lb. sack			17/bag
Concrete, 60-lb. sack		.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	17/bag
GPS Unit			160/day
Outside Services/Equipment/Materials			Cost + 15%
	LABORAT	ORY TESTS	
COMPACTION CURVES		SOIL AND AGGREGATE STABILIT	Ϋ́
4-inch mold (D1557)	. \$170/ea.	Resistance Value, R-Value (D2844/CAL301)	\$245/ea.
6-inch mold (D1557)	. 185/ea.	R-Value, Treated (CAL301)	260/ea.
California Impact (CAL216)	. 180/ea.	California Bearing Ratio (D1883)	525/ea.
Check Point	. 85/ea.	Stabilization Ability of Lime (C977)	180/ea.
SOIL AN	SOIL AND AGGREGATE PROPERTIES		
#200 Wash (D1140/C117)		Moisture Determination, tube sample (D2216)	\$21/ea.
Wet Sieve Analysis to #200 (D422)		Moisture Determination and Unit Weight (D2937)	
Hydrometer Analysis (D422)		Atterberg Limits: Plasticity Index (D4318)	
Sieve Analysis with Hydrometer (D422)		Sand Equivalent (D2419)	
Specific Gravity, Soil (D854)		pH and Resistivity (CAL643)	
Specific Gravity Coarse Aggregate (C127)		Sulfate Content (CAL417)	
Specific Gravity Fine Aggregate (C128)		Chloride Content (CAL422)	

PROFESSIONAL SERVICES

SHEAR STRENGTH		CONCRETE	uini abaaimmaanini ii ind
	95/ea.	Compressive Strength, Cast Cylinders (C39)	\$30/ea.
• • • •	63/pt.	Compressive Strength, Cores (C42)	43/ea.
	10/pt.	Flexural Strength Beam (C78/C293)	79/ea.
	58/ea.	Splitting Tensile Test (C496)	69/ea.
Consolidated-Undrained Triaxial Shear (D4767) 2	263/pt.	Mix Design Review	185/ea.
Consolidated-Undrained Triaxial Staged (D4767) 3	35/ea.	Trial Batch	475/ea.
Consolidated-Drained Triaxial Shear (EM1110) 3	370/pt.		
Consolidated-Drained Triaxial Staged (EM1110) 4	75/ea.		
PERMEABILITY, CONSOLIDATION AND EXPANS	SION	MASONRY	
Permeability, Flexible Wall (D5084)\$2	265/ea.	CMU Compressive Strength (C140)	\$58/ea.
Permeability, Rigid Wall (D5856)	255/ea.	Compressive Strength, Grout (C1019/UBC 21-19)	30/ea.
Consolidation, per point (D2435)	42/pt.	Compressive Strength, Mortar (C109/UBC 21-15,16)	30/ea.
Expansion Index (D4829/UBC 29-2) 1	35/ea.	CMU Unit Wt., Dimen., Absorption (C140)	58/ea.
		Compressive Strength, Masonry Prism (C1314)	105/ea.
AGGREGATE QUALITY		ASPHALT CONCRETE	
	79/ea.	Density, Hveem (D2726/CAL308)	\$85/ea.
· · · · · · · · · · · · · · · · · · ·	85/ea.	Stabilometer (D1560/CAL304)	99/ea.
	99/ea.	Theoretical Max. Specific Gravity (D2041)	69/ea.
	35/ea.	Sieve Analysis Extracted Aggregate (C136)	80/ea.
· · · · · · · · · · · · · · · · · · ·	69/ea.	% Asphalt, Ignition Method (CAL382)	90/ea.
	53/ea.	% Asphalt, Nuclear Gauge (CAL379)	105/ea.
•	80/ea.	Unit Weight, Core (D 1188)	48/ea.

TERMS AND CONDITIONS

- Listed are typical charges for the services most frequently performed by Geocon. Prices for unlisted services as well as special quotations for programs
 involving volume work will be provided upon request. Laboratory test prices shown are for laboratory work only, and include reporting of routine results
 not calling for comments, recommendations or conclusions.
- 2. All sampling and testing is conducted in substantial conformance with the latest applicable or designated specifications of the American Society for Testing and Materials, Caltrans, American Association of State Highway Officials, or other pertinent agencies.
- Saturday and overtime hours are charged at time and one-half; Sundays and holidays at double time. Per diem is \$125.00 per day when location of work dictates.
- 4. Field tests and instrumentation installation such as plate bearing, pile load, vane shear, piezometer, slope inclinometer, and other special tests will be charged at applicable hourly rates. Equipment and materials will be billed at cost plus 15%. Outside services including subcontractors and rental of special equipment are billed at cost plus 15 percent. Hourly services are billed portal to portal from closest office in accordance with the stated hourly rates herein, with a minimum two-hour charge
- 5. A surcharge of \$25.00 per hour will be added to the Professional Services classifications indicated with an asterisk (*) on the Schedule of Fees in order to comply with the prevailing wage requirements of California Labor Code §720, et. seq.
- 6. Invoices will be submitted at four-week intervals. Terms of payment are net upon presentation of invoice. Invoices become delinquent thirty (30) days from invoice date and subject to one and one-half percent (1-1/2%) service charge per month, or the maximum rate allowed by law, whichever is lower. If Client objects to all or any portion of any invoice, Client will so notify Geocon in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. Payment on delinquent invoices will first be applied to accrued interest and then to the principal amount. All time spent and expenses incurred (including any attorney's fees and costs) in connection with collection of any delinquent amount will be paid by Client to Geocon per Geocon's current fee schedule.
- 7. Many risks potentially affect Geocon by virtue of entering into this agreement to perform professional engineering services on behalf of Client. The principal risk is the potential for human error by Geocon. For Client to obtain the benefit of a fee which includes a nominal allowance for dealing with our liability, Client agrees to limit our liability to Client and to all other parties for claims arising out of our performance of the services described in the agreement. The aggregate liability of Geocon will not exceed \$25,000 for negligent professional acts, errors, or omissions, including attorney's fees and costs which may be awarded to the prevailing party, and Client agrees to indemnify and hold harmless Geocon from and against all liabilities in excess of the monetary limit established above.

GEOCON INCORPORATED

6960 Flanders Drive, San Diego, California 92121-2974

TERMS FOR GEOTECHNICAL ENGINEERING SERVICES

THE AGREEMEN	NT	
	made by and between Geocon Incorporated, hereinafter referred to as "GI," and, hereinafter referred to as "Client." The term "Client" includes	**************************************
who is the client's pr	project representative agent and/or	
who is the client's communications from	oroject representative agent and/or	notices and
	Attention:	
	tween the parties consists of these Terms, the attached Proposal for <u>Geotechnical Investigan</u> , No. <u>LG-08314</u> , dated October 21, 2008 and revised <u>November 6, 2008</u> , and any in the Proposal.	
Total proposed estir	mated fee of \$9,470.	
SUMMARY OF DO	OCUMENTS	
	e to perform this contract in accordance with the following contract documents, which are and made a part of this contract:	incorporated
Exhibit 1: Exhibit 2:	Geocon Proposal Geocon Schedule of Fees/Terms and Conditions	
•	ments will constitute the entire Agreement superseding any and all prior negotiations, corres written or oral. Any changes to this Agreement must be mutually agreed to in writing.	pondence, or
	1 of 4	
Client's Initials		GI's Initials
Contract; TL:RCM		Contract/R.805

TERMS FOR GEOTECHNICAL ENGINEERING SERVICES

STANDARD OF CARE

Client recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by GI will be based solely on information available to GI. GI is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.

Services performed by GI under this Agreement are expected by Client to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the geotechnical engineering profession practicing contemporaneously under similar conditions in the locality of the project. Under no circumstance is any warranty, expressed or implied, made in connection with the providing of geotechnical engineering services.

SITE ACCESS AND SITE CONDITIONS

Client will grant or obtain free access to the site for all equipment and personnel necessary for GI to perform the work set forth in this Agreement. Client will notify any and all possessors of the project site that Client has granted GI free access to the site. GI will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur and the correction of such damage is not part of this Agreement unless so specified in the Proposal.

Client is responsible for accurately delineating the locations of all subterranean structures and utilities. GI will take reasonable precautions to avoid known subterranean structures, and Client waives any claim against GI, and agrees to defend, indemnify, and hold GI harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate GI for any time spent or expenses incurred by GI in defense of any such claim, with compensation to be based upon GI's prevailing fee schedule and expense reimbursement policy.

MONITORING

If GI is retained by Client to provide a site representative for the purpose of monitoring specific portions of the construction work or other field activities as set forth in the Proposal, then this phrase applies. For the specified assignment, GI will report observations and professional opinions to Client or Client's agent. No action of GI or GI's site representative can be construed as altering any Agreement between Client and others. GI will report to Client or Client's agent

any observed geotechnically-related work which, in GI's professional opinion, does not conform with plans and specifications. GI has no right to reject or stop work of any agent or subcontractor of the Client. Such rights are reserved solely for Client. Furthermore, GI's presence on site does not in any way guarantee the completion or quality of the performance of the work of any party retained by Client to provide field or construction-related services.

If GI is not retained by Client for the purpose of monitoring construction work or field activities, GI will expressly not be held liable or responsible for such activities or for the geotechnical performance of the completed project. Monitoring of construction work or field activities and the geotechnical performance of the completed project is and will remain the sole and express responsibility of Client or other party designated by Client. Client hereby agrees to indemnify and hold harmless GI from and against any loss or judgement, suffered by GI as a result of a claim or lawsuit resulting from Client's failure to monitor construction work or field activities for which GI has not been retained.

GI will not be responsible for and will not have control or charge of specific means, methods, techniques, sequences or procedures of construction or other field activities selected by any agent or agreement of Client. It is mutually understood and agreed by Client and GI that no control or enforcement ability over any persons or parties who are not employees of GI. GI does not purport to be, nor is GI responsible for any safety precautions nor programs incident thereto for such non-employees of GI.

OWNERSHIP AND MAINTENANCE OF DOCUMENTS

Unless otherwise specified in this Agreement or in an Addendum, and provided that GI has been fully paid for the Services, Client shall have the right to use the documents, maps, photographs, drawings and specifications resulting from GI's efforts on the project, for purposes reasonably contemplated by the parties. GI shall have the right, but shall not be obligated, to retain copies of all such materials and shall have the right to use the same for any purpose, unless such use would be expected to cause harm to Client. Client shall specify in advance, in writing, and be charged for all arrangements for special or extended-period maintenance of such materials by GI. GI retains the right of ownership with respect to any patentable concepts or copyrightable materials arising from its Services.

Reuse of any material described by Client, including publication to third parties, on extensions of this project or on any other project without GI's written authorization shall be at Client's risk, and Client agrees to indemnify, defend, and hold harmless GI from all claims, damages, and expenses, including attorneys' fees, arising out of such unauthorized reuse.

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GI's Initials

.m. n. n.

TERMS FOR GEOTECHNICAL ENGINEERING SERVICES

BILLING AND PAYMENT

Client will pay GI in accordance with the procedures indicated in the Proposal and its attachments. Invoices will be submitted to Client by GI, and will be due and payable upon presentation. If Client objects to all or any portion of any invoice, Client will so notify GI in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, the balance as stated on the invoice will be paid.

Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. Client will pay an additional charge of one-and-one-half (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, excepting any portion of the invoiced amount in dispute and resolved in favor of Client. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. All time spent and expenses incurred (including any attorney's fees and costs) in connection with collection of any delinquent amount will be paid by Client to GI per GI's current fee schedules. In the event Client fails to pay GI within sixty (60) days after invoices are rendered, Client agrees that GI will have the right to declare Client in major breach of this contract and cease all work on the project. At GI's option, GI may waive said major breach upon payment by Client of all arrearages and outstanding invoices.

TERMINATION

This Agreement may be terminated by either party seven (7) days after written notice in the event of any breach of any provision of this Agreement or in the event of substantial failure of performance by the other party, or if Client suspends the work for more than three (3) months. In the event of termination, GI will be paid for services performed prior to the date of termination plus reasonable termination expenses, including, but not limited to the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

RISK ALLOCATION

Many risks potentially affect GI by virtue of entering into this Agreement to perform professional engineering services on behalf of Client. The principal risk is the potential for human error by GI. For Client to obtain the benefit of a fee which includes a nominal allowance for dealing with GI's liability, Client agrees to limit GI's liability to Client and to all other parties for claims arising out of GI's performance of the services described in the Agreement. The aggregate liability of GI will not exceed \$25,000 for negligent professional acts, errors, omissions, including attorney's fees and costs

which may be awarded to the prevailing party, and Client agrees to indemnify and hold harmless GI from and against all liabilities in excess of the monetary limit established above.

Limitations on liability and indemnities in this Agreement are business understandings between the parties voluntarily and knowingly entered into, and shall apply to all theories of recovery including, but not limited to, breach of contract, warranty, tort (including negligence), strict or statutory liability, or any other cause of action, except for willful misconduct or gross negligence. The parties also agree that Client will not seek damages in excess of limitations indirectly through suits with other parties who may join GI as a third-party, nor by an award of attorney's fees and costs to the prevailing party in excess of the aggregate liability agreed upon herein by the parties. Parties means Client and GI and their officers, employees, agents, affiliates, and subcontractors.

Both Client and GI agree that they will not be liable to each other, under any circumstances, for special, indirect, consequential, or punitive damages arising out of or related to this Agreement.

INDEMNIFICATION

If any claim is brought against GI, its employees, agents, and subcontractors and/or Client by a third party, relating in any way to the Services, the contribution and indemnification rights and obligations of GI and Client, subject to the paragraph entitled "Risk Allocation" above, such claim shall be determined as follows:

- If any negligence, breach of contract, or willful misconduct of GI caused any damage, injury, or loss claimed by the third party, then GI and Client shall each indemnify the other against any loss or judgment on a comparative responsibility basis under comparative negligence principles (Client responsibility to include that of its agents, employees, and other contractors); and
- Unless GI was liable for negligence, breach of contract, or willful misconduct which in whole or in part, caused the damage, injury, or loss asserted in the third party claim, Client shall indemnify GI against the claim, liability, loss, legal fees, consulting fees, and other costs of defense reasonably incurred.

INSURANCE

GI and Client agree to maintain during the performance of the Services (1) statutory Worker's Compensation coverage: and (2) Comprehensive General and Automobile Liability insurance coverage in the sum of not less than \$1,000,000.

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TERMS FOR GEOTECHNICAL ENGINEERING SERVICES

DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

Client represents that Client has made a reasonable effort to evaluate if hazardous materials are on or near the project site, and that Client has informed GI of Client's findings relative to the possible presence of such materials.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. GI and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. GI and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for GI to take immediate measures to protect health and safety. Client agrees to compensate GI for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

GI agrees to notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client agrees to make any disclosures required by law to the appropriate governing agencies. Client also agrees to hold GI harmless for any and all consequences of disclosures made by GI which are required. It is Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

Notwithstanding any other provision of the Agreement, Client waives any claim against GI and, to the maximum extent permitted by law, agrees to defend, indemnify, and save GI harmless from any claim, liability, and/or defense costs for injury or loss arising from GI's discovery of unanticipated hazardous materials or suspected hazardous materials, including, but not limited to, any costs created by delay of the project and any cost associated with possible reduction of the property's value.

Client will be responsible for ultimate disposal of any samples secured by GI which are found to be contaminated.

ASSIGNMENTS

Neither party to this Agreement shall assign its duties and obligations hereunder without the prior written consent of the other party.

CONFIDENTIALITY

GI, upon Client's request, shall have its employees, agents, and subcontractors sign reasonable and customary confidentiality agreements furnished by Client.

DELAYS

In the event that GI field or technical work is interrupted due to causes outside of its control, GI shall be equitably compensated (in accordance with GI's current schedule of fees and conditions) for the additional labor, equipment, and other charges associated with maintaining its workforce and equipment available during the interruption, or at the option Client, for such similar charges that are incurred by GI for demobilization and subsequent remobilization. In no event shall GI be required to maintain a field force in stand-by status in the field for a period of five (5) calendar days.

GOVERNING LAW AND SURVIVAL

The law of the State of California will govern the validity of these Terms, their interpretation and performance.

If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Risk allocation and indemnities will survive termination or failure of this Agreement for any cause.

The parties have read or had the opportunity to read the foregoing, including all attachments, addendums, and exhibits hereto, have had an opportunity to discuss the same, completely understand the terms, and willingly enter into this Agreement which will become effective on the date signed below by client.

ACKNOWLEDGEMENT

CLIENT:
Authorized By:
Print Name:
Title:
Date:
44,
GEOCON INCORPORATED 6960 Flanders Drive, San Diego, CA 92121-2974
By:
Title:
Date:

STAFF REPORT

NO. 08-18

TO: BOARD OF DIRECTORS

NICHOLAS G. PAVONE, FIRE CHIEF

FROM: KARLENA RANNALS, ADMINISTRATIVE MANAGER

SUBJECT: RESOLUTION NO. 2008-12

DATE: NOVEMBER 7, 2008



BACKGROUND

On June 11, 2003, the Board of Directors approved Resolution 222 and gave CalPERS notice of its intention to commence reporting the value of employer paid member contributions (EPMC) as compensation for all Local Miscellaneous members. The PERS contract formula in place in 2003 was 2% @ 55 and the employee's contribution paid and reported by the District was 7%.

On April 11, 2007, the Board approved Resolution No. 2007-04 authorizing a contract amendment modifying the formula for Local Miscellaneous members to 2.7% at 55. With this enhanced benefit, all optional benefits remained the same; however, the board agreed through employee negotiations to increase the employee's contribution paid and by reported by the District to 8%.

In mid-October, I received the attached Circular Letter from CalPERS requesting that the District provide a copy of the resolution by December 31, 2008, if the District was submitting tax-deferred contributions on behalf of our members.

CURRENT SITUATION

Because of this research, I discovered that while the Board of Directors adopted the all of the appropriate resolutions in 2003, for the Local Miscellaneous employees, it specifically states that the District elects to pick-up and report 7% of the employee contributions.

Since the Board approved the contract amendment for the enhanced benefit, it is necessary to adopt a revised resolution to reflect the correct percentage of employee contributions reported, which is 8% and back date the effective date to July 1, 2007, which was the commencement of the 2.7% @ 55 formula.

RECOMMENDATION

Staff recommends the adoption of Resolution No. 2008-12.

CalPERS

P.O. Box 942709
Sacramento, CA 94229-2709
888 CalPERS (or 888-225-7377)
Telecommunications Device for the Deaf No Voice (916) 795-3240
www.calpers.ca.gov

Date: Reference No.:

Distribution:

Special:

Circular Letter No.:

October 3, 2008

200-049-08 VI, XII, XVI

Circular Letter

TO: PUBLIC AGENCIES, COUNTY SUPERINTENDENT OF SCHOOLS,

SCHOOL DISTRICTS

SUBJECT: EMPLOYER "PICK-UP" - REVENUE RULING 2006-43

DECEMBER 31, 2008 DEADLINE FOR ACTION

ATTENTION: FINANCE DIRECTORS, HUMAN RESOURCE DIRECTORS

This Circular Letter is being sent to advise employers of Revenue Ruling 2006-43 concerning the pick-up of employee contributions to California Public Employees Retirement System (CalPERS), and of actions that an employer may be required to take before December 31, 2008 to ensure compliance with pick-up requirements.

BACKGROUND AND PURPOSE

Internal Revenue Code (IRC) Section 414(h)(2) allows public agencies and school employers to designate required employee contributions as being "picked-up" by the employer and treated as employer contributions for tax purposes. The effect of a pick-up is to defer tax on employee contribution amounts until the member retires and receives retirement benefits, or separates from employment and takes a refund of contributions. Absent the 414(h)(2) provision applicable to governmental plans, employee contributions to a defined benefit pension plan qualified under Section 401(a) would automatically be after-tax contributions (e.g. taxable income to the employee at the time the contribution was made).

Since the early 1980s, CalPERS has taken steps to ensure that contracting agency and school employers have adopted and submitted to CalPERS appropriate written evidence of pick-ups prior to reporting tax-deferred member contributions to CalPERS. This Circular Letter is being sent as a reminder of the federal tax reporting requirements, to encourage each contracting agency and school employer who reports tax-deferred member contributions to review their documents and, if necessary, adopt conforming documentation prior to the deadline set by Revenue Ruling 2006-43. To view the ruling, visit CalPERS online.

REVENUE RULING 2006-43

Revenue Ruling 2006-43 provides, in general, that an employee contribution will not be treated as "picked-up" under IRC 414(h)(2) unless:

- (1) The employer specifies that the contributions, although designated as employee contributions, are being paid by the employer (this action must be memorialized in writing), and
- (2) The employer does not permit participating employees to opt out of the pickup or to receive the contributed amounts directly instead of having them paid by the employer to the plan.

Revenue Ruling 2006-43 allows employers who do not have written evidence of a pick-up, but their actions show that they intended to establish and carry out a pick-up, to be treated as meeting the requirements of 414(h)(2) for past pre-tax contributions if the employer takes formal action in writing prior to December 31, 2008 with respect to future picked-up contributions. If formal action is not taken prior to December 31, 2008, only contributions taken after the written documentation is in place may be treated as picked-up.

WRITTEN DOCUMENTATION

Many of you offer a pick-up of employee contributions under a resolution approved by the IRS in a private letter ruling issued to CalPERS on December 6, 1985, (PLR 8609084). If your agency has adopted the approved resolution to implement 414(h)(2) pick-ups, you may continue to rely on that ruling and need not adopt a new resolution. This approved form, which is Sample E---Resolution for Employer Pick-up can be viewed at <u>CalPERS online</u>. If you have not previously sent a copy of the resolution to us, or if you did not complete Sample E, but have other written documentation, please send a copy of your document or resolution to us immediately.

After 1985, CalPERS provided additional pick-up resolutions for adoption by contracting agencies that distinguishes whether the pick-up was to be actually paid by the employer or by the employee. When an employer pays the employee contributions, it is referred to as Employer Paid Member Contributions (EPMC). The employer may also report the value of EPMC as special compensation. Contracting agencies that adopted any of these resolutions were requested to submit the resolutions to CalPERS. Samples of Resolutions A through D can be viewed at CalPERS online. You may continue to rely on these resolutions but you should review them and validate that the resolution covers all of the employees whose contributions are reported as tax-deferred. If you have not previously sent a copy of the resolution to us, please do so immediately.

CALPERS NEW BUSINESS ENVIRONMENT

CalPERS is in the process of building and installing a new business reporting system. One of the design features will enhance CalPERS ability to maintain accurate and up to date information about contracting agency and school employer pick-ups. As a way of ensuring that our system will accurately record your agency's pick-up provision, CalPERS requires all affected agencies to provide a copy of their existing or future pick-up resolutions or other written documentation. This will ensure ongoing compliance with federal tax reporting requirements. The new system will validate that you have documentation on file with CalPERS before accepting tax-deferred member contributions. If documentation is not on file, your records will be rejected and will be held until the appropriate documentation is received.

CONCLUSION

If you are submitting tax-deferred contributions on behalf of your members, we request that you review your files for documentary evidence authorizing such employer pick-up of employee contributions. If you do not have evidence, please take steps to have your governing board adopt an appropriate resolution prior to December 31, 2008.

Please send a copy of your pick-up documentation to:

CalPERS Employer Services Division Compensation Review Unit P.O. Box 942709 Sacramento CA 94229-2709

If you have any questions, please call the Employer Contact Center at **888 CalPERS** or (**888** 225-7377).

Lori McGartland, Chief Employer Services Division

Visit the CalPERS website at www.calpers.ca.gov (2008 Circular Letters) for more information on the following:

- 1 Revenue Ruling 2006-43
- 2 Sample Resolution E
- 3 Sample Resolutions A D

RESOLUTION No. 2008-12

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE RANCHO SANTA FE FIRE PROTECTION DISTRICT, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA APPROVING THE IMPLEMENTATION OF GOVERNMENT CODE, SECTION 20636 (c)(4) PURSUANT TO SECTION 20691, REPORTING THE VALUE OF EMPLOYER PAID MEMBER CONTRIBUTIONS (EPMC) AS COMPENSATION FOR ALL LOCAL MISCELLANEOUS MEMBERS

WHEREAS, the Rancho Santa Fe Fire Protection District has the authority to implement Government Code 20636(c)(4) pursuant to Section 20691;

WHEREAS, the **Rancho Santa Fe Fire Protection District** has a written labor policy or agreement, which specifically provides for the inclusion of normal member contributions paid by the employer on behalf of the members as additional compensation;

WHEREAS, one of the steps in the procedures to implement this section is the adoption by the governing body of the **Rancho Santa Fe Fire Protection District** of a Resolution giving notice of its intention to commence reporting the value of employer paid member contributions (EPMC) as compensation for all members of a group or class;

WHEREAS, the following is a statement of the proposed change in reporting compensation to PERS:

The Rancho Santa Fe Fire Protection District elects to pay 8% of employees' compensation earnable as Employer Paid Member Contributions and report the same percent (value) of compensation earnable (excluding Government Code Section 20636 (c)(4)) as additional compensation.

This benefit shall apply to all employees of the **local miscellaneous members and become effective July 1, 2007.**

NOW, THEREFORE BE IT RESOLVED that the governing body of the **Rancho Santa Fe Fire Protection District** shall implement Government Code Section 20636(c)(4) pursuant to Section 20691 by paying and reporting the value of Employer Paid Member Contributions for all employees of the **local miscellaneous members** as indicated above.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Rancho Santa Fe Fire Protection District on November 12, 2008 by the following roll call vote:

AYES:	
NOES:	
ABSENT:	
ABSTAIN:	
	[Signatures next page]

Resolution No. 2008-12 Page 2 of 2	
ATTEST:	JAMES H ASHCRAFT President
Karlena Rannals Secretary	

ORDINANCE No. 2009-01

AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE RANCHO SANTA FE FIRE PROTECTION DISTRICT ADOPTING FEES FOR SERVICES BY REFERENCE TO THE CALIFORNIA HEALTH AND SAFETY CODE SECTION 13916 AND SECTION 13919 AND REPEALING ORDINANCE 2005-01.

The Board of Directors of the Rancho Santa Fe Fire Protection District of the County of San Diego ordains as follows:

ARTICLE I. The Rancho Santa Fe Fire Protection District has incurred un-reimbursed discretionary development costs and is anticipating that further new discretionary development will occur within the District, which will place a greater demand on the existing staffing resources of the fire prevention bureau. Escalating demands have also been placed upon suppression personnel in conducting increasingly numerous and complex occupancy inspections.

ARTICLE II. The Rancho Santa Fe Fire Protection District is charged with the responsibility of enforcing applicable codes pertaining to fire and panic safety and other regulations of the State Fire Marshal pursuant to Section 13146 of the California Health & Safety Code.

ARTICLE III. The Rancho Santa Fe Fire Protection District incurs additional costs in lost personnel hours and expended District resources when said fire prevention services are of a recurrent nature and the result of discretionary development. The District charges fees to recover costs incurred for the provision of said services, however, said fees require periodic revision to reflect current personnel costs.

ARTICLE IV. The Fire Chief may impose a fee for recovery of expenses incurred as a result of activities undertaken pursuant to enforcing the fire prevention provisions of the fire code, pursuant Health and Safety Code Section 13916 and 13919 and Govt. Code Section 66014.

ARTICLE V. Fire District fees are based upon the actual costs incurred by the fire agency, which are based upon the total compensation of the employee(s) providing a particular service and include total personnel hours utilized for plan review, file review, database information entry, travel to and from the site, written response, and site inspection.

ARTICLE VI. The actual fee shall be paid by the applicant to the Fire District at time of application or submittal to cover the actual costs in accordance with the aforementioned schedule for an INSPECTION or PLAN REVIEW or any OTHER SERVICES listed on the fee schedule.

ARTICLE VII. The actual cost for the provision of said services shall not exceed the actual costs incurred reasonably borne by the District.

ARTICLE VIII. In the event that fees are not paid at the time of application or upon request for additional fees, the District shall not be obligated to process, approve, or take further action on renewable permits, installation, removal, activity or alteration permits, inspections, plan reviews, or other services necessitating a fee as delineated in the Fire District Fee Schedule.

ARTICLE IX. The Board of Directors hereby declares that should any section, paragraph, sentence or word of this ordinance or of the Fire District Fee Schedule referenced herein be declared for any reason to be invalid, it is the intent of the Board that it would have adopted all other portions of this ordinance independent of the elimination there from of any such portion as may be declared invalid.

ARTICLE X. The Board of Directors, the Fire Chief or his/her designee shall have the ability to waive any and all fees as adopted by a Resolution of the Board of Directors. When Fees are waived, a report shall be provided at the next Board of Directors meeting.

ARTICLE XI. The Board of Directors of the Rancho Santa Fe Fire Protection District does hereby approve the adoption of the attached Schedule of Fire District Services and Estimated Fees therefore, (Attachment A, B & C).

ARTICLE XII. Ordinance 2005-01 is hereby repealed.

ARTICLE XIII.

The Secretary to the Board of Directors will certify to the adoption of this Ordinance and cause the same to be published in the manner required by law. This Ordinance will take effect forty-five (45) days after its final passage at a public hearing as required by law.

First Read at a regular meeting of the Board of Directors of the Rancho Santa Fe Fire Protection District of the County of San Diego, California, on the 8th day of October 2008. A second reading occurred at a regular meeting on November 12, 2008 and a public hearing and final adoption on the 00th day of 2008 by the following roll call vote:

AYES:		
NOES:		
ABSENT:		
ABSTAIN:		
	James Ashcraft	
	President	
ATTEST		
KARLENA RANNALS		
Secretary		

Rancho Santa Fe Fire Protection District

ADMINISTRATIVE POLICY AND PROCEDURES ATTACHMENT "A"

FIRE PREVENTION SERVICES AND FEES

Date Implemented: 2-14-04 Date Revised: 9-10-08

Page: 1 of 2

Section: **A100.13**

I. PURPOSE:

Fire Chief:

The purpose is to describe the procedures for the establishment, collection, and management of fire prevention services and fees.

II. POLICY:

As a condition of reviewing plans for discretionary development and enforcement of the fire code, the District will collect fees to cover costs incurred for provision of these services, pursuant to the Fire Prevention Fee Schedule Ordinance. In accordance with this ordinance, the District shall not be obligated to review, approve, or take action on any activity or service delineated in the fee schedule for which the fee indicated has not been remitted, or for which additional fees are required.

III. AUTHORITY:

The Rancho Santa Fe Fire Protection District retains the right to collect fees for certain fire prevention services pursuant Health and Safety Code Section 13916 and 13919 and Govt. Code Section 66014. The District has established a Fire Prevention Services and Fee Schedule.

IV. PROCEDURE:

A. ESTABLISHMENT OF FEE SCHEDULE. Fire prevention fees are based upon the actual personnel and overhead administrative costs incurred for services provided. Personnel costs (<u>Attachment</u> B) are determined by multiplying the total hourly compensation (including benefits) by the average time required to complete the specified assignment. The total time allotment includes the total time required to review plans, enter database information, travel to and from the site, and conduct a site inspection. (Attachment C)

B. PAYMENT OF FEES.

- 1. <u>Plan Review, Construction, and Service Fees</u>. Payment for these services provided is collected at time of request for service or plan submittal.
- 2. <u>Payment may be made by</u> credit card, check, or money order made out to the Rancho Santa Fe Fire Protection District, or cash. A receipt shall be provided, which shall identify the purchaser and project in question.
- 3. <u>Additional Fees.</u> If the estimated fees remitted are found to be insufficient to compensate the District for actual personnel costs incurred, the District will require the payment of additional fees by the applicant in order to process or complete the specified service(s).

FIRE PREVENTION SERVICES AND FEES ATTACHMENT "A"

Date Implemented: 02-14-04 Date Revised: 09-10-08

Page:

Section: **A100.13**

2 of 2

4. <u>Non-compliance Inspection Fees</u>. Fees for non-compliance (Reference 4.5, 4.18) inspections must be submitted prior to rescheduling of a re-inspection. A non-compliance inspection is defined as the third and any subsequent inspection.

- 5. <u>Services Generated by Outside Agencies</u>. Fees for services generated by outside agencies (i.e. DPLU or DPW) as a result of a request for agency recommendation or similar request are billed to the responsible party (owner, developer, etc.). Said responsible party is to be notified that no future action will be taken by the District on subject project until payment has been received for such services. At such time when payment has been received, a receipt shall be provided, which shall identify the purchaser and project in question.
- 6. <u>The Board of Directors</u>, the Fire Chief or his/her designee shall have the ability to waive any and all fees as specified by the adopted resolution of the Board of Directors. When Fees are waived, a report shall be provided at the next Board of Directors <u>meeting</u>.
- C. RECORDKEEPING. Fee collection shall be dually recorded in the current Bookkeeping Records program and database for subject property.
- D. MEETING FACILITIES. All facilities must be reserved in advanced and arrangements will be made in accordance with District Policy. Additional requirements may be made at the discretion of the Fire Chief. Additional requirements may include, but not limited to, reimbursement cost of stand-by personnel, all cost for any property damage, and liability Insurance.
- E. FEE RECOVERY FOR SPECIAL SERVICES. Apparatus shall be charged at \$200.00 per hour, and actual employee costs incurred by the Fire District. A deposit shall be required. The Fire Chief shall determine the estimated cost of use of the apparatus and personnel. Any additional monies due at calculation of actual cost shall be immediately payable to the Fire District. Should the original estimates actually be larger than the actual costs, a refund shall be delivered through normal procedures.
- F. CONSTRUCTION PLANS. Plans may be sent to an engineering firm to verify the calculations and insure that the design will meet all fire safety code requirements. The cost for this certification will be paid for the owner, contractor or developer.

Rancho Santa Fe Fire Protection District

ADMINISTRATIVE POLICY AND PROCEDURES ATTACHMENT "B"

FIRE PREVENTION SERVICES FEES AND CALCULATION METHODS

CALCULATION METHODS	Date Revised:	09-10-08
Fire Chief:	Page:	1 of 8

- I. **PURPOSE:** To illustrate the basis upon which hourly time commitments are determined for services provided in the fire prevention services and fees schedule.
- II. **POLICY:** The total hourly basis for fire prevention services are determined by calculating total personnel time commitment for processing a particular service request plus associated support costs. Personnel costs are determined by calculating the total personnel time plan review, file review, database entry, inspection, billing, written response, and travel to and from the site. Total associated support costs were determined by establishing the proportionate costs to the District for administering the Fire Prevention Bureau (Admin Fees) and proportionate use of related equipment (vehicles, computers), expendable supplies and ancillary services (phone, computer, consultant, utilities, insurance), as determined on an hourly basis.
- III. **PROCEDURE:** The basis for the District's deposit fee structure for the fire prevention fee schedule is based upon the following time figures, which represent the actual average time spent on the services listed below and associated support costs. 15 minutes (.25) have been added to all plan review activities to account for database information entry and 30 minutes (15 minutes each way) (.50) for each inspection activity to account for file review.

a. Hourly Support Costs

SERVICE	HOURLY AVERAGE	NOTES
Utilities/Supplies	\$13.00	Cost per month per hour
Phone/Fax/Cell	\$2.00	Cell phone (1 phone), fax, per hour
		usage.
Vehicles	\$3.20 Operation	Includes, equipment, service, fuel for
	\$2.00 Replacement	one vehicle on an hourly basis. (.50 cents
		per mile) & replacement cost
District Administration/	\$18.45	2/3 Staff time hourly basis. Includes,
Overhead		bookkeeping, computers, office supplies,
		etc.
Liability & Vehicle Insurance	\$4.00	For one vehicle
COMBINED HOURLY ADMIN.	\$41.55/hr Rounded to	Total overhead & admin. Costs.
FEE TOTAL	\$42.00/hr	

Section: A100.13

Date Implemented: 02-14-04

Section: **A100.13**

Date Implemented: 02-14-04 Date Revised: 09-10-08 Page: 2 of 8

b. Personnel Cost on Hourly Basis and Total Employee Compensation

Fees defined as follows:

Average time spent on service (First Number) .75+.25=1.0

Database entry into computer system (Second Number) .75+.25+.30=1.30

Travel time to and from job site – not all inspection (Third Number) .75+.25+.30=1.30

Total time to complete entire inspection (forth number) .75+.25+.30=1.30

Reference	SERVICE	HOURLY	NOTES
Number		AVERAGE	
	DEVELOPMENT	PLAN REVIEW	
1.1	Project Availability Form for Minor Subdivision, Minor Use Permit (service letter) (5 parcels or less) (FM)	.75 + .25 = 1.0	Includes review and written response, data base entry.
1.2	Project Availability Form for Major Subdivision (service letter)(6 parcels or more) (FM)	1.0 +.25 = 1.25	Includes review and written response, data base entry
1.3	TPM or Minor Subdivision Service Letter Renewal (FM)	.5 + .25 = .75	Includes written response, data base entry
1.4	TM or Major Subdivision Service Letter Renewal (FM)	.5 +.25 =.75	Includes written response, data base entry
1.5	Final Map/Mylar Review (signing all mylar's) (FM)	.25 + .25 = .50	Includes standard review and data base entry
1.6	Release of Map Covenants or letters for release of other projects i.e. coastal commission, planning department, fire flow etc. (FM)	.50 = .50	Includes site inspection and written response, data base entry or letters for release of other projects i.e. coastal commission, planning department, fire flow etc.
1.7	Cellular Sites (FM)	.25 + .50 +.25 = 1.00	Includes site inspection and written response and data base entry
1.8	MUP/STP (FM)	1.0 + .25 =1.25	Includes written response and data base entry
1.9	Fuel Modification Plan/EIR (UF)	1.3 + .25 = 1.55	Includes written response, data base entry
1.9.1	Review of fire protection plan Base	6.0 + per hour	Includes review, written

Date Implemented: 02-14-04 Date Revised: 09-10-08

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Reference Number	SERVICE	HOURLY AVERAGE	NOTES
	Fee (UF)		response, data base entry, scanning documents
1.10	L Grading Plan (Department of Public Works) (FM)	.50 + .25 = .75	Includes written response
1.11	Administrative (AD), Variance (VAR), Vacation Review (VAC), or Zoning (ZAP) FM	.25+.75= 1.00	Includes Review of access, water supply and fire code compliance for zoning (ZAP), variance (VAR) and vacation (VAC) requests
1.12	Improvement Plans/PRD (FM)	1 + .25 = 1.25	Includes written response, data base entry
1.13	Remote Water Meter, water line extension	.25 + .25 +. 2 5 = .75	Includes travel, site inspection and written response and data base entry
1.14	Conceptual Site Landscaping Plan/Consultation (UF)	.75 + .25 = 1.00	Includes written response and data base entry
1.15	Conceptual Site Plan/Consultation (FM)	.75 + .25 = 1.00	Includes written response and data base entry
	NEW CONST	RUCTION	
2.1	Grading Plan (Building) (FM)	.50 + .25 + .25 = 1.00	Includes plan review, site inspection and data base entry
2.2	New residential construction (Up to 7,999 square foot) (FM)	1 + 1.5 +.25 =2.75	Includes plan review, site, rough & final inspections and data base entry
2.3	New residential construction (8,000 – 11,999square foot) (FM)	1.75 + .25 + 1.5 = 3.50	Includes plan review, site, rough & final inspections,
2.4	New residential construction (12,000 square foot and up) (FM)	2.25 + .25 + 2.25= 4.50	Includes plan review, site, rough & final inspections, data base entry
2.5	Residential addition or remodel (FM) Over 2,000 square feet	.5 + 1.50 + .25 = 2.25	Includes plan review, site, rough & final inspections, data base entry

Date Implemented: 02-14-04 Date Revised: 09-10-08

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Reference Number	SERVICE	HOURLY AVERAGE	NOTES
2.6	Residential Landscape Plans (UF)	2.0 + 1.0 +.25 3.25	Includes plan review, site, final inspections, data base entry
2.6.1	Small Landscape plan reviews UF	.25 + .25 = .50	Review small landscape
2.7	Residential plan re-submittal-new or remodel or addition under 2,000 square feet (FM)	.25 + .25 = .50	Includes second review of plan, data base entry
2.8	Residential Building Plans (PRD) (FM)	.75 + 1.50 + .25 =2.5	Includes plan review, site, rough & final inspections, data base entry
2.9	Residential Building Plans (PRD), each additional unit (FM)	.25 + 1.50 + .25 = 2.0	Includes additional plan review, site, rough & final inspections, data base entry
2.10	Room addition or tenant improvement < 50% remodel without sprinklers	.5 + .5 + .25 =1.25	Includes plan review, site, rough & final inspections, data base entry
2.11	Barn & Outbuilding (over 1,000 square feet) (FM)	.50 +.25 + .25 = 1.00	Includes plan review, site, rough & final inspections, data base entry
2.12	Commercial/Industrial and Multi- Family Building Plans (FM)	2.25 + 1.50 +.25= 3.75	Includes plan review for new commercial construction and site, rough, field inspection and data entry
2.13	Commercial/Industrial and Mulit- family Landscape Plans (UF)	3 + 1.0 + .25 = 4.25	Review of plans for fire safe planting for new construction and 1 field inspection each (site & final)
2.14	Commercial/Industrial and Mulit- Family Plan Re-submittal (FM)	.5 + .25 = .75	Includes second review of plan, data base entry
	FIRE PROTECTION SYSTEM	IS AND INSTALLAT	IONS
3.1	Residential fire sprinkler system, 13D or 13R (FS)	.5 + 1.0 + .25 =1.75	Includes consultant plan review, rough & final inspections, data base entry
3.2	Residential fire sprinkler plans-PRD,	.25 + 1.0 + .25 =	Includes additional plan

Date Implemented: 02-14-04 Date Revised: 09-10-08

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Reference Number	SERVICE	HOURLY AVERAGE	NOTES
	each additional unit (FS)	1.50	review, rough & final inspections, data base entry
3.3	Residential fire sprinkler plan resubmittal (after the third review) (FS)	.25 + .25 = .50	Includes second review of plan, data base entry
3.4	Commercial fire sprinkler system	.75 + 1.0 +.25 = 2.00	Includes consultant plan review, rough & final inspections, data base entry
3.5	Underground Sprinkler System Plans (Commercial)	.75 + 1.0 + .25 =2.0	Includes plan review, rough & final inspections, data base entry
3.6	Commercial sprinkler plan resubmittal (after the third review)	.25 + .25= .50	Includes second review of plan, data base entry
3.7	Commercial sprinkler tenant improvement	.5 + .5 + .25 = 1.25	Includes plan review, rough & final inspections, data base entry
3.8	Special Fire Protection Installations Hood & duct system, remote extinguishing systems (FS)	1.0 +.50 + .25 =1.75	Hood & duct, remote extinguishing systems, includes inspection and data base entry
3.9	Special Hazard Installations-High Piled Storage, Underground/Aboveground Storage Tanks, spray booths, industrial ovens, refrigeration systems, etc. (FS)	2.0 + 1.0 + .25 = 3.25	Includes consultant plan review, rough & final inspections, data base entry
3.10	Fire Alarm System (FS)	1 + .5 + .25 = 1.75	Includes consultant plan review, rough & final inspections, data base entry
	MISCELLANE	OUS FEES	,
4.1	Stamp Approval Transfer (FM)	.25	Transfer stamp approval from one plan to another (maximum 2 sets)

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Reference Number	SERVICE	HOURLY AVERAGE	NOTES
4.2	Knox Key Installation (FS)	.25 + .50 +.25 =	Includes plan review, site
		1.0	inspection, data base entry
4.3	Temporary membrane Structures,	.75 + .25 = 1.00	Includes site, and final
	Tents and Canopies (FS)		approval data base entry
4.4	Business License Inspection	.75 + .50 = 1.25	Data base entry and re-
	(SDSO, CCLB permit) (FS)		inspection
4.5	Non-compliance re-inspection FS	.50+.75=1.25	Conduct inspection of
			existing property which
			remains non-compliant with
			codes (3rd and subsequent
			inspections)
4.6	Non-compliance weed abatement re-	1.0 + .25 = 1.25	Two site inspection and data
	inspection (FS)		base entry
4.7	Forced weed abatement	Expense of	Includes above 4.5, plus work
	administrative fee (Expense of	abatement	order, description of work,
	Abatement Report and Hearing) (FM)	\$500	hearing, contractor meetings,
			inspections, billing and
			report.
4.8	Urgent Plan Check - Overtime Plan	2.75 +1.37+1.5	Includes base plan check
	Review/Inspection New residential	+.37 = 5.99	time plus ½ time plus travel
	construction Up to 7,999 square foot)		time and data base entry
	(FM)		
	Urgent Plan Check New residential	3.50 +1.75+ 1.5	Includes base plan check
	construction (8,000 -	+.37 = 7.12	time plus ½ time plus travel
	11,999 square foot) (FM)		time and data base entry
	Urgent Plan Check New residential	4.50 +2.25+	Includes base plan check
	construction (12,000	1.50 +.37= 8.62	time plus ½ time plus travel
	square foot and up) (FM)		time and data base entry
	Urgent Plan Check	2.25 +	Includes base plan check
	Commercial/Industrial and Multi-	1.12+1.50 +.37=	time plus ½ time plus travel
	Family Building Plans (FM)	5.24	time and data base entry
4.9	Fire Department Documents, other	\$5.00 for the	Staff time, plus paper, copier,
	than District Ordinances	first 5 pages,	toner, electricity etc.
		\$.70 for each	
		additional page	
		thereafter	

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Reference	SERVICE	HOURLY	NOTES
Number		AVERAGE	c
4.10	District Ordinances, Developmental	No Charge for	Staff time, plus paper, copier,
	Guides	the first copy;	toner, electricity etc.
		\$5.00 for the	
		first 5 pages, \$.70 for each	
		additional page	
		when additional	
		copies are	
		ordered.	
4.10.1	Conjugate Large Plans (C.D. & E.Ciza)	\$25	17x22 Ansi C
4.10.1	Copies of Large Plans (C,D & E Size)	\$55	22x34 Ansi D
		\$85	34x44 Ansi E
4.10.2	Color Copy Photos	\$1.00	4x6 = \$1.00
4.10.2	Color Copy Priotos	\$1.50	8½x11=\$1.50
			·
4.11	Documents sent electronically, or	No Fee	No Fee
	accessed via the web site		
	(www.rsf-fire.org)		
4.12	Annexation Fees - each acre or	\$1,000	\$1,000
	portion thereof:		
	Annexation Fees - Each Dwelling	\$500	\$500
	Parcel:		
	Annexation Fees - Each	\$1,000	\$1,000
	Commercial/Industrial Parcel:		
4.13	Meeting Facilities -Category 1- for use	\$50.00	\$50.00
	of District-owned meeting facilities by		
	members of the general public as		
	noted.		
4.14	Meeting Facilities - Category 2 -for	\$250.00	\$250.00
	use of District-owned meeting		
	facilities by members of the general		
	public as noted.		
4.15	Return Check Fee	\$25.00	Addition handling fee for
			retuned check plus the
			amount of the check

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Reference Number	SERVICE	HOURLY AVERAGE	NOTES
4.17	Other services not listed Services not	Actual cost	Actual cost
	otherwise specified herein		
4.18	Inspection Cancellation fee (FM)	Per failure	Failure to cancel field
			inspection within 24 hours of
			set appointment
4.18.1	Inspection Cancellation fee (UF)	Per failure	Failure to cancel field
			inspection within 24 hours of
		- 6.11	set appointment
4.18.2	Inspection Cancellation fee (FS)	Per failure	Failure to cancel field
			inspection within 24 hours of
4.40		\$200.00	set appointment
4.19	Fee recovery for special services	\$200.00	Per hour per apparatus
	TRAINING FA		
	(for use by outs	<u> </u>	
5.1	Training Tower with grounds	\$400/per day	\$200/half day
			No Burn Room Use
5.2	Burn Room	\$200/per hour	Per hour, plus tower fee.
			Includes three personnel to
			run the burn room and fuel
-	NA 11: 1 1	Ġ50.00#	cost
5.3	Multiple burn rooms	\$50.00/hour	Additional personnel may
			require at a rate of \$50 per
Г /	Training Crounds	¢200 par day	hour per employee
5.4	Training Grounds	\$200 per day	Per day fee, no tower
5.5	Ventilation Prop	\$150 per day	Outsides agency required to
			replace and repair all
ГС	Confined crass Press	¢1FO par day	materials used on prop
5.6	Confined space Prop	\$150 per day	Per day fee
5.7	Drafting/Test Pit	\$50 per	Per fire apparatus
		apparatus	
5.8	Clean – up	\$150 per hour	If not done by using agency
<mark>5.9</mark>	Water Use	Actual Cost	

	PLAN REV	TEW, CONSTRUCTION and SERVICE FEES		
Reference Number	DEVELOPMENT PLAN REVIEW (includes plan review & written response if applicable)	Fee Description	Average Review & Inspection Time (in hrs.)	Total Fee or Cost
1.1	Project Availability Form for Minor Subdivision or Minor Use Permit (new service letter) FM (5 parcels or less)	Review of access, water supply, clearance & fire code requirements for subdivisions or Minor use permit	1.00	\$135
1.2	Project Availability Form for Major Subdivision (new service letter) FM (6 parcels or more)	Review of access, water supply, clearance & fire code requirements for subdivisions	1.25	\$169
1.3	TPM or Minor Subdivision Service Letter Renewal (5 parcels or less) FM	Review of access, water supply, clearance & fire code requirements for subdivisions	0.75	\$101
1.4	TM or Major Subdivision Service Letter Renewal (6 parcels or more) FM	Review of access, water supply, clearance & fire code requirements for subdivisions	0.75	\$101
1.5	Final Map/Mylar Review FM (Signing all Maylars)	Review of access, water supply, clearance & fire code requirements for subdivisions. Includes standard condition letter	0.50	\$68
1.6	Release of Map Covenants FM or letters for release of other projects i.e. coastal commission, planning department, fire flow etc.	Site inspection and written confirmation of installation of covenanted improvements.	0.50	\$68
1.7	Cellular Sites FM	Review of access, water supply and fire code compliance	1.00	\$129
1.8	Major Use Permit (P or MUP) or Site Plan (S or STP) FM	Review of plan for access, water supply, clearance and fire code requirements for a MUP or STP	1.25	\$169
1.9	Fuel Modification Plans or Environmental Review-Mitigated Negative Declaration UF	Review & comment of project's fire impacts & proposed mitigation	1.55	\$171
1.9.1	Review of Fire Protection Plan (UF)	Review and comment letter, Scan fire protection plan into computer system. 6 hours base fee plus additional cost if necessary	6.00	\$660
1.10	L Grading Plan (Department of Public Works) FM	Review of access, building setback, and water supply requirements	0.75	\$101
1.11	Administrative (AD), Variance (VAR), Vacation Review (VAC), or Zoning (ZAP) FM	Review of access, water supply and fire code compliance for zoning (ZAP), variance (VAR) and vacation (VAC) requests	1.00	\$135
1.12	Improvement Plans Planned Residential Development (PRD) FM	Review of roadway, turnaround, building setback, access, and water supply requirements	1.25	\$169
1.13	Remote Water Meter and water line extension FM	Includes site inspection and written response	0.75	\$101
1.14	Site Plan Review Landscape (single occupancy) conceptual/consultation UF	Conceptual review of site plan for access, landscape, vegetation clearance and fire code requirements for a single occupancy.	1.00	\$110
1.15	Site Plan Review (single occupancy) conceptual/consultation FM	Conceptual review of site plan for access, water supply, clearance and fire code requirements for a single occupancy.	1.00	\$135

Reference Number	NEW CONSTRUCTION (Includes plan review & inspection)	Fee Description	Average Review & Inspection Time (in hrs.)	Total Fee or Cost
2.1	Grading Plan (Building) FM	Review of access requirements pertaining to grading and 1 inspection	1.00	\$135
2.2	New residential construction (Up to 7,999 square foot) FM	Review of plans for fire & building code compliance for new residential construction and 3 field inspections each (site, rough & final)	2.75	\$371
2.3	New residential construction (8,000 -11,999 square foot) FM	Review of plans for fire & building code compliance for new residential construction and 3 field inspections each (site, rough & final)	3.50	\$473
2.4	New residential construction (12,000 square foot and up) FM	Review of plans for fire & building code compliance for new residential construction and 3 field inspections each (site, rough & final)	4.50	\$608
2.5	Residential addition or remodel FM Over 2,000 Square feet	Review of plans for fire & building code compliance for new construction and 1 field inspection each (site, rough & final)	2.25	\$225
2.6	Residential Landscape Plans UF	Review of plans for fire safe planting for new residential construction and 1 field inspection each (site, rough & final) Includes two reviews additional charge after two reviews.	3.25	\$358
2.6.1	Small Landscape plan reviews UF	Review of small landscape modification or changes for fire safe planting.	0.50	\$55
2.7	Residential plan re-submittal-new, remodel or addition under 2,000 square feet (After the third time) FM	Third residential plan submittal and all subsequent resubmittals/ minor plan change	0.50	\$68
2.8	Residential Building Plans (PRD) FM	Review of site plan for fire & building code compliance for new construction and 1 field inspection each (rough & final) site	2.50	\$338
2.9	Residential Building Plans (PRD), each additional unit FM	Review of additional unit, site plan for fire & building code compliance for new construction and 1 field inspection each (rough & final)	2.00	\$270
2.10	Room addition or tenant improvement FM	Review of plans for fire & building code compliance for new construction room addition and 1 field inspection each (site, rough & final)	1.25	\$169
2.11	Barns and Outbuildings FM (over 1,000 square feet)	Includes plan review, site, rough & final inspections, data base entry	1.00	\$135
2.12	Commercial/Industrial and Multi-Family Building Plans FM	Review of plans for fire & building code compliance for new commercial construction and 1 field inspection each (site & final)	3.75	\$506
2.13	Commercial/Industrial and Multi-family Landscape Plans UF	Review of plans for fire safe planting for new construction and 1 field inspection each (site & final)	4.25	\$468
2.14	Commercial/Industrial and Multi-Family Plan Re-submittal (After the second time) FM	Second commercial plan submittal and all subsequent re-submittals	0.75	\$101

Reference Number	FIRE PROTECTION SYSTEMS and INSTALLATIONS	Fee Description	Average Review & Inspection Time (in hrs.)	Total Fee or Cost
3.1	Residential fire sprinkler system, 13D- or 13-R FS	Plan review of residential fire sprinkler system 13-D one or two family dwelling and 1 field inspection each (rough & final)	1.75	\$159
3.2	Residential fire sprinkler plans-PRD, each additional unit FS	Plan review of residential fire sprinkler system 13-D one or two family dwelling and 1 field inspection each (rough & final)	1.50	\$137
3.3	Residential fire sprinkler plan re-submittal (After the third time) FS	Second residential plan submittal and all subsequent re-submittals	0.50	\$46
3.4	Commercial fire sprinkler system FS	Plan approval of commercial fire sprinkler system and 1 field inspection. Plan review conducted by independent engineer at an additional cost	2.00	\$182
3.5	Underground Sprinkler System Plans FS	Plan approval of underground supply to sprinkler system and 1 field inspection. Plan review conducted by independent engineer at an additional cost	2.00	
3.6	Commercial sprinkler plan re-submittal FS (After the third time)	Second residential plan submittal and all subsequent re-submittals/stamp transfer	0.50	\$182 \$46
3.7	Commercial sprinkler tenant improvement FS	Plan review of new commercial sprinkler system and 1 field inspection each (rough & final)	1.25	\$114
3.8	Special Fire Protection InstallationsHood & duct system, remote extinguishing systems FS	Plan approval and 1 inspection of new special extinguishing system. Plan review conducted by independent engineer at an additional cost.	1.75	\$159
3.9	Special Hazard InstallationsHigh Piled Storage, Underground/Aboveground Storage Tanks, spray booths, industrial ovens, refrigeration systems, etc. FS	Plan approval and 1 inspection of high piled storage, underground/aboveground tanks, spray booths, industrial ovens, refrigeration systems, etc. Plan review conducted by an independent engineer at an additional cost.	3.25	\$296
3.10.	Fire Alarm System FS	Plan approval and 1 inspection of a fire alarm system. Plan review conducted by an independent engineer at an additional cost.	1.75	\$159

	Effective TBD, 2009					
Reference Number	MISCELLANEOUS FEES (includes review and/or inspection as indicated)	Fee Description	Average Review & Inspection Time (in hrs.)	Total Fee or Cost		
4.1	Stamp Approval Transfer FM	Reviewing plans and transferring necessary stamps	0.25	\$34		
4.2	Knox Key Installation FS	Site inspection of installation of and proper operation of knox key device.	1.00	\$91		
4.3	Temporary Membrane Structures, Tents and Canopies (FS)	Permit and Inspection fee, includes permit, plan review, travel to and from and data entry	1.00	\$91		
4.4	Business License Inspection (SDSO, CCLB, or other outside agency) FS	Conduct inspection of existing property which requires annual inspection by AHJ	1.25	\$114		
4.5	Non-compliance re-inspection FS	Conduct inspection of existing property which remains non-compliant with codes (3rd and subsequent inspections)	1.25	\$114		
4.6	Non-compliance weed abatement re- inspection FS	Conduct legal noticing and re-inspections of a property which remains non-compliant after expiration of final notice to abate hazard	1.25	\$114		
4.7	Forced weed abatement administrative fee (Expense of abatement Report and Hearing) (Ordinance 02-01) FM	Includes above, plus work order, description of work, contractor meetings, expense of abatement, inspections, billing, and report.	Expense of abatement	\$500		
4.8	Urgent Plan Check - Overtime Plan Review/Inspection FM	New residential construction Up to 7,999 square foot) Includes base plan check time plus ½ time plus travel time and data base entry	5.99	\$809		
		New residential construction (8,000-11,999 square foot and up) Includes base plan check time plus ½ time plus travel time and data base entry	7.12	\$961		
		New residential construction (12,000 square foot and up) Includes base plan check time plus ½ time plus travel time and data base entry	8.62	\$1,164		
		Commercial/Industrial and Multi-Family Building Plans Includes base plan check time plus ½ time plus travel time and data base entry	5.24	\$707		
4.9	Fire Department Documents, other than District Ordinances	\$5.00 for the first 5 pages, \$.70 for each additional page thereafter		\$5		
4.10	District Ordinances, Developmental Guides	No Charge for the first copy; \$5.00 for the first 5 pages,\$.70 for each additional page when additional		\$1		
4.10.1	Copies of Large Plans (C,D & E Size)	Copies - Building, site plan, Landscaping, Fire Sprinklers and Grading.	17x22Ansi C 22x34 Ansi D 34x44 Ansi E	\$25 \$55 \$85		
4.10.2	Color Copy Photos	Size is 4"X6" Size is 81/2" X 11" per page or per photo	4x6 =\$1.00 81/2X11 = \$1.50	TBD		
4.11	Documents sent electronically, or accessed via the web site (www.rsf-fire.org)	No Charge		\$0		
4.12	Annexation Fees	each acre or portion thereof:		\$1,000		
		Each Dwelling Parcel:		\$500		
		Each Commercial/Industrial Parcel:		\$1,000		
_						

Reference Number	MISCELLANEOUS FEES (includes review and/or inspection as indicated)	Fee Description	Average Review & Inspection Time (in hrs.)	Total Fee or Cost
4.13	Meeting Facilities - for use of District- owned meeting facilities by members of the general public as noted.	Category 1- not for profit non commercial community services groups which have members who reside in the District (Tax Exempt (501.C.3) - set-up/cleaning fee		\$50
4.14	Meeting Facilities - for use of District- owned meeting facilities by members of the general public as noted.	Category 2- all other organizations - set-up/cleaning fee		\$250
4.15	Returned Check Fee	Additional handling fee for returned check plus the amount of the check		\$25
4.16	Postage/supplies Cost	Actual cost	Actual	Actual
4.17	Other services not listed	Services not otherwise specified herein	Actual	Actual
4.18	Inspection Cancellation fee (FM)	Failure to cancel field inspection within 24 hours of set appointment	per failure	\$135.00
4.18.1	Inspection Cancellation fee (FS)	Failure to cancel field inspection within 24 hours of set appointment	per failure	\$110.00
4.18.2	Inspection Cancellation fee (UF)	Failure to cancel field inspection within 24 hours of set appointment	per failure	\$91.00
4.19	Fee recovery for special services	Apparatus charge	Per hour	\$200.00
Reference Number	TRAINING FACILITY FEES - for use by outside agencies	Fee Description		Total Fee or Cost
5.1	Training Tower w/ grounds	No Burn Room (per day)		\$400/day
		(per half day)		\$200/day
5.2	Burn room	Per Hour, plus tower fee. Includes three personnel to run the burn room and fuel costs		\$200/hair day
5.3	Multiple burn rooms	Additional personnel may be required at a rate of \$50 per hour, per employee		\$50/hour
5.4	Training Grounds	Per day fee. No Tower		\$200/day
5.5	Ventilation Prop	Per day fee. Outside agency required to replace and repair all materials use on the prop		\$150/day
5.6	Confined Space prop	Per day fee		\$150/day
5.7	Drafting/Testing Pit	Per Fire Apparatus		\$50/apparatus
5.8	Clean up	If not done by using agency		**
	•			\$150/hour