



RANCHO SANTA FE FIRE PROTECTION DISTRICT BOARD OF DIRECTORS MEETING AGENDA

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

July 8, 2009
Regular Session 1:00 pm

RULES FOR ADDRESSING BOARD OF DIRECTORS

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

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

Pledge of Allegiance

1. Roll Call

2. Public Comment

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

3. Consent Calendar

- a. Board of Directors Minutes
 - i) APPROVE the Board of Directors minutes of June 17, 2009
ACTION REQUESTED: **APPROVE**

b. Receive and File

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

(1) List of Demand s

Check 19424 thru 19887 for the period June 1 – 30, 2009 totaling:	\$ 558,856.13
Payroll for the period June 1 – 30, 2009	<u>\$ 557,146.36</u>
TOTAL DISTRIBUTION	\$1,116,002.49

(2) Activity Reports – June 2009

- Fire Prevention
- Operations
- Training

(3) District Articles – June 2009

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

- Cogswell Polytechnical College
- Lisa Ajaian

4. Old Business

a. None

5. New Business

a. Second Amended and Restated Joint Exercise of Powers Agreement for *North County Dispatch Joint Powers Authority*

To discuss and/or approve the amended and restated agreement – [Staff Report 09-14](#)

ACTION REQUESTED: **APPROVE**

b. Request to Lease Space by North County Dispatch Joint Powers Authority

To discuss and/or provide direction to staff requested by North County Dispatch JPA to lease office space.

ACTION REQUESTED: **DIRECTION**

c. Management Services Contract with Encinitas, Solana Beach, and Del Mar

To discuss and/or provide direction to pursue a shared management services contract with the City of Encinitas. [Staff Report 09-15](#)

ACTION REQUESTED: **APPROVE AND/OR DIRECTION**

6. Oral Reports

a. Fire Chief – Pavone

- i) Fairbanks Ranch Replacement Fire Station – Update
- ii) District Activities

b. Operations – Deputy Chief Michel

c. Training – Battalion Chief Davidson

d. Fire Prevention - Fire Marshal Hunter

e. Administrative Manager – Rannals

f. Board of Directors

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

7. Closed Session

- a. With respect to every item of business to be discussed in closed session pursuant to Section 54956.8
 - i) Conference with negotiators for the following real property
 - (1) APN 266-182-21
 - (2) APN 266-182-22Negotiating Parties: James Ashcraft, Director; Nancy C. Hillgren, Director; Nick Pavone, Fire Chief
Under Negotiation: Both Price and Terms of Payment
- b. With respect to every item of business to be discussed in closed session pursuant to Section 54956.8
 - i) Conference with negotiators for the following real property
 - (1) APN 266-281-05Negotiating Parties: James Ashcraft, Director; Nancy C. Hillgren, Director; Nick Pavone, Fire Chief
Under Negotiation: Both Price and Terms of Payment

8. Adjournment



RANCHO SANTA FE FIRE PROTECTION DISTRICT
Board of Directors Regular Meeting – Agenda
Wednesday, July 8, 2009 1:00 pm PST

CERTIFICATION OF POSTING

I certify that on July 2, 2009 a copy of the foregoing agenda near the regular meeting place of the Board of Directors of Rancho Santa Fe Fire Protection District, said time being at least 72 hours in advance of the meeting of the Board of Directors (Government Code Section 54954.2)

Executed at Rancho Santa Fe, California on July 2, 2009

Karlana Rannals
Board Clerk



**RANCHO SANTA FE FIRE PROTECTION DISTRICT
REGULAR BOARD OF DIRECTORS MEETING
MINUTES – June 17, 2009**

President Ashcraft called to order the regular session of the Rancho Santa Fe Fire Protection District Board of Directors at 2:30 pm.

Pledge of Allegiance

Battalion Chief Davidson 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; Cliff Hunter, Fire Marshal; Bret Davidson, Battalion Chief; Michael Gibbs, Battalion Chief; and Karlana Rannals, Board Clerk

2. Public Comment

No one requested to speak to the Board.

3. Motion waiving reading in full all Resolutions/Ordinances

No resolutions/ordinances were listed on the agenda for action; therefore, no action required.

4. Consent Calendar

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

a. *Board of Directors Minutes*

MOTION BY DIRECTOR TANNER, SECOND BY DIRECTOR HICKERSON, CARRIED 5 AYES; 0 NOES; 0 ABSENT; 0 ABSTAIN to approve the Board of Directors minutes of May 13, 2009

b. *Receive and File*

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

i.) *Monthly/Quarterly Reports*

(1) *List of Demands*

Check 19351 thru 19423 for the period May 1 – 31, 2009 totaling:	\$293,207.00
Payroll for the period May 1 – 31, 2009	<u>\$460,072.57</u>
TOTAL DISTRIBUTION	\$753,279.57

(2) *Activity Reports – May 2009*

1. Fire Prevention
2. Operations
3. Training

(3) *District Articles – May 2009*

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

- Jack Mullins
- Department of Forestry and Fire Protection
- City of Poway
- John Tanner
- Mrs. Pugley's Class
- Joel Anderson Assemblyman, District 77
- Burn Institute
- California Fire Alliance
- International Code Council

5. Old Business

- a. None

6. New Business

- a. Budget Authorization

Chief Pavone summarized the staff report provided. The "alerting upgrade" project for the 4S Ranch fire station is necessary to ensure that personnel assigned to this station are alerted to any emergency response immediately. The current alerting technology is old and does not have the ability to individually alert selective dorms. By doing the project now, the District will realize a \$9,000 savings. He reported that staff has obtained the necessary quotes to have the work performed and the cost of \$29,000 which is less than originally anticipated. The vendor also stated that the replaced alerting system could be temporarily utilized for the interim fire station, thereby saving the district \$5,000. He recommended that the Board approve the project and authorize the expenditure.

MOTION BY DIRECTOR MALIN, SECOND BY DIRECTOR HILLGREN, CARRIED 5 AYES; 0 NOES; 0 ABSENT; 0 ABSTAIN to accept staff's recommendation to approve the "alerting upgrade" station project and authorize the expenditure of \$29,000.

- b. Contract

1. Schoenfelder Sewer Easement Agreement

Chief Pavone reviewed the staff report and the request for a sewer easement by the owner of the current neighbor (Mr. Jerry Schoenfelder) of the current and proposed fire station site. He informed the Board that in return for the easement, the neighbor would provide support and not hinder the District's processing of permits or approvals for the fire station. He reported that the District's legal counsel drafted the agreement presented and the document has been approved by Mr. Schoenfelder. He did note that one word was missing from the contract that will be corrected if accepted by the Board. He recommended the Board approve the revised document and authorize the Board President to execute the contract.

MOTION BY DIRECTOR HILLGREN, SECOND BY DIRECTOR MALIN, CARRIED 5 AYES; 0 NOES; 0 ABSENT; 0 ABSTAIN to accept staff's recommendation to approve the request from Mr. Jerry Schoenfelder for a sewer easement on property owned by the Fire District, and authorize the Board President to the execute the corrected version of the easement agreement.

2. Interim Fire Station Lease Agreement Horizon Christian Fellowship

Chief Pavone reviewed the staff report provided. He reported on the need for an interim fire station site during the demolition and construction of the replacement fire station. Many parcels were evaluated for a temporary site, and it was determined that the Horizon Christian Fellowship Church was the best available option. This location will maintain the response times to that area that is served by the current Fairbanks Ranch fire station. He reported that the District's legal counsel drafted the agreement presented and the document has been approved by the church and their legal counsel. The church has offered the site at no cost to the District. He recommended the Board approve the lease agreement and authorize the Board President to execute the contract. Chief Pavone expressed sincere appreciation for the willingness of the church to provide this opportunity and their support of the community's needs.

MOTION BY DIRECTOR HICKERSON, SECOND BY DIRECTOR MALIN, CARRIED 5 AYES; 0 NOES; 0 ABSENT; 0 ABSTAIN to accept staff's recommendation to approve the lease agreement between the Fire District and Horizon Christian Fellowship and authorize the Board President to the execute the agreement.

c. Fixed Charge Special Assessment

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

MOTION BY DIRECTOR HILLGREN, SECOND BY DIRECTOR HICKERSON, CARRIED 5 AYES; 0 NOES; 0 ABSENT; 0 ABSTAIN to accept staff's recommendation to approve the list submitted and authorize the Administrative Staff to deliver the list to the County of San Diego on or before the County's deadline of August 10, 2009.

d. Preliminary Budget FY10

Chief Pavone presented a PowerPoint presentation on the Preliminary Budget for FY10. He summarized the changes proposed within each category. He requested an overall Operating Budget of \$10,555 (in thousands) and noted that staff projects the general fund revenue at \$10,857 (in thousands). He summarized the expenditure changes between the proposed budget and FY08.

He also presented the Capital expenditures proposed which are funded through the general and fire mitigation fee funds. Capital expenditures (equipment, facility, and vehicles) are estimated at \$4,042 (in thousands). The majority of the capital expenditures are a result of the Fairbanks Ranch replacement fire station. Staff responded to questions from the Board.

MOTION BY DIRECTOR MALIN, SECOND BY DIRECTOR HICKERSON, to approve the Preliminary Budget for FY10 as presented on the following vote:

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

President Ashcraft announced that the District will schedule a public hearing for adopting the Final Budget on September 9, 2009, and he further requested that the Secretary notify the public of the hearing according to all applicable codes.

e. Meeting Schedule Change – September 9, 2009

It was determined by the Board of Directors that there was no conflict for the majority of the Board and that the regular meeting date and time will remain as scheduled, therefore, no action required.

7. Oral Reports

a. *Fire Chief – Pavone*

He reported on the following topics:

- Fairbanks Ranch Replacement Fire Station – Update: the project is progressing slowly. The permit process with the County of San Diego is taking longer than anticipated; and the original cost of permits was estimated at \$50,000 has now increased to \$110,000. He plans to seek a meeting with the County to discuss these costs. On the positive side, the District continues to have community support of the replacement station.
- Solana Beach/Del Mar Management Contract: the City of Solana Beach has accepted the language for a management services contract; however, a new opportunity has presented itself with the City of Encinitas. Discussions are ongoing about splitting the management services contract with the City of Encinitas, as they will provide all management services except the Fire District would provide Battalion Chief Duty Coverage to all agencies, including Encinitas. The discussions are for a two-year contract with a 60-day termination clause. If approved, this will allow all agencies an opportunity to evaluate the cooperative efforts and perhaps seek other opportunities.
- Urban Forester Intern: interviews were completed and unless there are concerns from the board members, he recommends filling the position. The individual performs the necessary inspections to maintain the integrity of our “Shelter in Place” communities. There were no objections from the Board.
- Certificate of Appreciation: Fire Marshal Hunter was presented a Certificate of Appreciation from the San Diego County Fire Chiefs Association Fire Prevention Officers Section for teaching 15 classes this past year.
- District Activities
 - Burn Run: The District will participate on Saturday, June 20 at the San Diego County Fair and host a simulated car fire.
 - San Dieguito River Valley: he is working with this group to remove dead trees.

Minutes

Rancho Santa Fe Fire Protection District Board of Directors

June 17, 2009

Page 5 of 6

- Santa Fe Irrigation District: he plans to attend their Board of Directors meeting to thank them for the training opportunity.

b. Operations – Deputy Chief Michel

Chief Gibbs reported on the following topics:

- Significant calls include:
 - One fire that resulted in a monetary loss
 - Drowning of a child in the 4S Ranch area
- Fuel moistures are below 75%, approaching the critical level (60%)

c. Training – Battalion Chief Davidson

Chief Davidson summarized the monthly training activity, which included:

- Conducted eight multi-company drills
- RSF Personnel participated in:
 - the building burn down donated by Santa Fe Irrigation District
 - Communications class for wildland fire training
- Rescue systems I (which is a 40-hour class)

d. Fire Prevention – Fire Marshal Hunter

- He distributed a letter of support for proposed legislation to ban novelty lighters.
- New tracts are planned for the 4S Ranch area.
- Prevention staff continues to work with property owners within the District to remove the dead and dying trees. Notices totaling 121 have been sent to date.
- Working to obtain a grant for materials only to educate homeowners on how they can maintain their residential fire sprinkler systems.

e. Administration – Administrative Manager Rannals

- She informed the Board that the CalPERS Conference is scheduled for October 26-28, 2009 in Santa Clara, CA

f. Board of Directors

- North County Dispatch JPA – Update – Director Ashcraft: JPA Board met May 28, 2009. They approved the FY10 Budget and agreed on changes to the amended JPA agreement.
- County Service Area 17 – Update – Director Hickerson: the subcommittee continues to work on getting tax revenues from the 4S Ranch area. They are also discussing the transport services provided for the San Diego County fair.
- Comments:
 - Ashcraft – discussions are underway amongst north San Diego County agencies about creating a 2-tier system for retirement benefits.

The meeting recessed for ten-minutes.

The following was disclosed prior to convening to closed session:

- Director's Ashcraft, Hillgren, and Tanner are residents within the Covenant and members of the Rancho Santa Fe Association

8. Closed Session

Pursuant to the following Government Code Section, the Board of Directors convened in Closed Session from 5:10 – 6:23 pm for discussions on the following:

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

1. APN 266-182-21
2. APN 266-182-22

Negotiating Parties: Jim Ashcraft, Director; Nancy Hillgren, Director; and Nick Pavone, Fire Chief
Under Negotiation: Both Price and Terms of Payment

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

1. APN 266-281-05

Negotiating Parties: Jim Ashcraft, Director; Nancy Hillgren, Director; and Nick Pavone, Fire Chief
Under Negotiation: Both Price and Terms of Payment

Upon reconvening, President Ashcraft reported that an update was provided to the board members and direction was provided to staff and negotiators regarding the eminent domain proceedings and the pursuit of real property for the Districts' parking needs.

All members of the Board and staff listed attended the Closed Session.

9. Adjournment

Meeting adjourned at 6:25 pm.

Karlana Rannals
Secretary

James H Ashcraft
President

RANCHO SANTA FE FIRE PROTECTION DISTRICT

List of Demands - June 2009

Check	Amount	Vendor	Purpose
19424	\$707.00	Accme Janitorial Service Inc	Building - Monthly Service
19425	\$1,760.00	Anthony Lee Mecham	Suppression Local Conf/Seminars
19426	\$134.57	AT&T	Telephone
19427	\$445.69	AT&T Calnet 2	Telephone
19429	\$406.25	Bay City Electric Works Inc	Generator Repair RSF1
19432	\$1,148.01	Direct Energy Business - Dallas	Elec/Gas/Propane
19433	\$31,678.75	Downtown Ford Sales, INC.	2009 Ford Expedition 4x4 XLT
19434	\$1,708.42	Engineered Mechanical Services Inc	Station Replacement
19436	\$50.00	Fritchle, Nathan	School Education/Training Reimbursement
19437	\$165.00	Galindo, Chris	In-Service Taining Program
19438	\$1,166.07	Galls Retail	Uniform - Safety Personnel
19439	\$450.00	Gray & Sons Fleet Inspect	Smog Testing
19440	\$435.00	Irvine Valley Air Condit. Inc	Building - Maintenance/Repair
19442	\$449.84	Krueger, Trever	School Education/Training Reimbursement
19443	\$9,671.30	L N Curtis & Sons Inc	Safety Clothing
19445	\$40.00	Michel, Tony J	Awards/Proclamations
19446	\$155.00	Mosby, Dale	School Education/Training Reimbursement
19447	\$2,622.12	North County EVS Inc	Apparatus-OES-0336 Misc
19448	\$105,769.53	PERS	PERS (Employer Paid)
19449	\$8,375.64	Physio-Control Corp. Inc.	CSA-17 - Supplies
19452	\$155.00	Rainville, Greg D.	School Education/Training Reimbursement
19453	\$1,760.00	Robert Caesar Perotti	Suppression Local Conf/Seminars
19454	\$25.00	RSFPFA	Firefighters Assn.
19455	\$75.00	Savmart Pharmaceutical Service	CSA-17 - Supplies
19457	\$11,806.00	Shapouri & Associates	FBR #3 Replacement
19458	\$198.50	Terminix International	Building - Monthly Service
19459	\$1,921.04	The SoCo Group Inc	Gasoline & Diesel Fuel
19460	\$52.78	U P S	Shipping Service
19461	\$19,725.93	U S Bank Corporate Payment System	Cal-Card./IMPAC program
19462	\$110.00	U S Postal Service	Post Office Box Rental
19463	\$95.03	Uniform Specialists Inc	Uniform - Safety Personnel

RANCHO SANTA FE FIRE PROTECTION DISTRICT

List of Demands - June 2009

Check	Amount	Vendor	Purpose
19464	\$1,372.70	Verizon Wireless	MDT Broadband + ATN Line/Cellular
19465	\$181.79	Vista Paint Corp.	Hydrant Maintenance
19466	\$774.23	Waste Management Inc	Trash Disposal
19467	\$422.25	AT&T Calnet 2	Telephone
19469	\$1,320.92	Complete Office of California Inc	Office Supplies
19470	\$3,423.50	County of SD/RCS	800 MHz Network Admin Fees/Radio Repair
19471	\$121.64	Daniels Tire Service Inc	Vehicle Repair
19473	\$525.00	Drager Inc	Breathing Apparatus
19474	\$502.13	Enternmann-Rovin Co Inc.	Uniform - Administrative
19475	\$266.62	Fire ETC Inc	Apparatus Tool/Equipment Replacement
19476	\$378.75	Home Depot, Inc	Training - Equipment/Supplies
19477	\$71,200.00	Jeff Katz Architecture	FBR #3 Replacement
19478	\$2,161.24	L N Curtis & Sons Inc	Safety Clothing/Ropes & Lines
19479	\$1,076.59	Life-Assist Inc	CSA-17 - Supplies
19480	\$50.00	McQuead, David C	School Education/Training Reimbursement
19481	\$1,181.87	Michel, Tony J	Books/Internet/Medical Reimbursement
19482	\$76.07	Napa Auto Parts Inc	Apparatus Parts & Supplies
19483	\$4,236.95	North County EVS Inc	Apparatus Scheduled Maintenance/Repair
19484	\$1,192.63	Olivenhain Municipal Water District	Water
19485	\$81.49	Olson's Hand Car Wash Inc	Car Wash
19486	\$461.15	R J Safety Supply Co Inc	Apparatus Parts & Supplies
19488	\$218.28	San Diego Gas & Electric	Elec/Gas/Propane
19489	\$1,139.44	Santa Fe Irrigation District	Vehicle Site Rental
19490	\$10,387.00	Shapouri Engineering Company Inc	FBR #3 Replacement
19491	\$66.60	Shore, Stuart W.	Meetings/M meal Expenses Reimbursement
19492	\$1,493.42	Stephen J Fitch & Associates	Legal Services
19493	\$2,900.00	Stricker and Ball	Suppression Local Conf/Seminars/Legal Services
19495	\$2,589.29	The SoCo Group Inc	Gasoline & Diesel Fuel
19496	\$20.00	U P S	Shipping Service
19497	\$489.65	Waxie Sanitary Supply	Janitorial Supplies
19498	\$6,000.00	Cnty of SD Dept.of Public Work	FBR #3 Replacement

RANCHO SANTA FE FIRE PROTECTION DISTRICT

List of Demands - June 2009

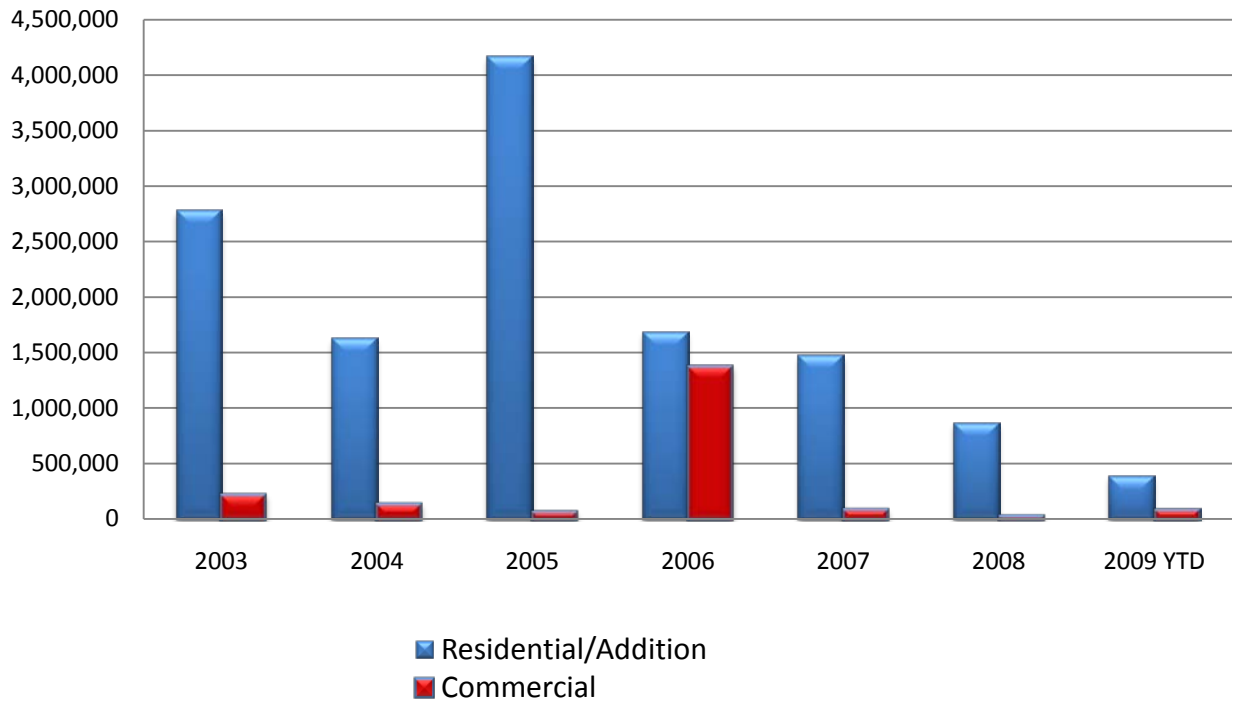
Check	Amount	Vendor	Purpose
19499	\$881.74	AT&T Calnet 2	Telephone
19500	\$398.44	Bennett, Luke D.	School Education/Training/Meal Expenses Reimbursement
19501	\$1,740.00	Brad Stoner Painting Inc	Building
19503	\$1,512.81	City of San Marcos	Workers' Compensation
19504	\$798.00	Cnty of San Diego DEH	Permits - County/City
19505	\$10,000.00	Cnty of SD DPLU	FBR #3 Replacement
19506	\$187.50	Custom Design Software Inc	Computer Programming
19507	\$308.00	Dept of Forestry & Fire Protec	Certification
19508	\$129.11	G S A	Apparatus Equipment
19509	\$674.67	Galls Retail	Uniform - Safety Personnel
19510	\$1,530.00	Hank Wayne	Radio Equipment Replacement
19511	\$300.00	KTU+A	GIS Services
19512	\$455.00	Lynx Technologies Inc	Mapping Services (ERM)
19514	\$4,057.72	North County EVS Inc	Apparatus Scheduled Maintenance/Repair
19515	\$80.00	Rainville, Greg D.	Certification Reimbursement
19516	\$5,402.41	San Diego Gas & Electric	Elec/Gas/Propane
19517	\$3,236.62	The SoCo Group Inc	Gasoline & Diesel Fuel
19519	\$12.69	U P S	Shipping Service
19520	\$9,818.14	911Vehicle	2009 Ford Expedition 4x4 XLT
19521	\$155.07	AT&T	Telephone
19522	\$263.94	AT&T Calnet 2	Telephone
19524	\$115.00	Boise City Fire Department	School Education/Training
19525	\$4,986.00	Charles Z Fedak & Company	Prepaid Expense - Contract
19526	\$1,102.88	COR Security Inc	Building
19527	\$400.00	County of San Diego EMS	CSA-17 - Supplies
19528	\$1,314.34	Direct Energy Business - Dallas	Elec/Gas/Propane
19529	\$88.74	ECMS	Alterations
19530	\$853.94	Engineered Mechanical Services Inc	Building - Maintenance/Repair
19531	\$131.98	Fire ETC Inc	Tool Repair or Replacement
19532	\$50.00	Gray & Sons Fleet Inspect	Smog Testing
19533	\$3,650.20	L N Curtis & Sons Inc	Fire Hose, Nozzles & Supply/Radio Equipment/Safety Clothing

RANCHO SANTA FE FIRE PROTECTION DISTRICT

List of Demands - June 2009

Check	Amount	Vendor	Purpose
19534	\$17.00	Metro Fire & Safety Inc	Extinguishers
19535	\$239.00	New Earth Enterprises Inc	Landscaping Maintenance Service
19536	\$5,780.33	North County EVS Inc	Apparatus Scheduled Maintenance/Repair
19537	\$6,756.90	Pacific Biomedical Inc	CSA-17 - Supplies
19538	\$125.00	Palomar College - Fire Technology	School Education/Training
19539	\$336.74	Pavone, Nick	Telephone Internet Reimbursement (12 month)
19540	\$107,258.45	PERS	PERS (Employer Paid)
19541	\$761.40	Physio-Control Corp. Inc.	CSA-17 - Supplies
19542	\$274.82	Pitney Bowes Inc	Office Supplies
19543	\$2,193.68	Premier Signs Inc	Apparatus Parts & Supplies
19544	\$495.00	Rannals, Karlena	Internet/Cellular/Medical Reimbursement
19545	\$14,188.00	Shapouri & Associates	FBR #3 Replacement
19546	\$100.00	Southern California TO's	Association Dues
19547	\$4,726.25	Stormwater Maintenance Co	Building
19548	\$28,576.00	Teleque on Fire	Building
19549	\$149.50	Terminix International	Building - Monthly Service
19550	\$1,491.93	The SoCo Group Inc	Gasoline & Diesel Fuel
19551	\$346.00	Trace Analytics Inc	Calibration/Maintenance of Speciality
19552	\$40.00	U P S	Shipping Service
19553	\$1,600.73	Verizon Wireless	MDT Broadband + ATN Line/Cellular
19554	\$63.00	Western City Magazine	Subscriptions
	<u>\$9,127.79</u>	Various	Medical Reimbursement
Sub-total	\$558,856.13		
6/15/2009	\$290,145.65	Rancho Santa Fe Fire PD	Payroll
6/29/2009	\$4,869.60	Rancho Santa Fe Fire PD	Payroll
6/30/2009	<u>\$262,131.11</u>	Rancho Santa Fe Fire PD	Payroll
Sub-total	\$557,146.36		
TOTAL	\$1,116,002.49		

Total Construction Per Square Footage



Calendar Year	Residential/Addition	Commercial	Total
2003	2,780,155	228,014	3,008,169
2004	1,626,386	142,969	1,769,355
2005	4,169,259	74,753	4,244,012
2006	1,682,953	1,375,623	3,058,576
2007	1,468,352	92,962	1,561,314
2008	864,159	35,264	899,423
2009	385,180	90,332	475,512

Comparison 2008/2009 Total Square Footage

2008	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
	166,243	42,871	54,537	52,307	172,708	15,308	17,050	40,658	141,204	85,693	83,616	27,228
2009	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
	68,294	65,561	47,061	62,307	171,971	53,878						

PLAN REVIEW

RESIDENTIAL PLAN REVIEWS	Number of Structures	Sq Footage
Fire Marshal	6	20,627
Fire Inspector	5	31,090
TOTAL	11	51,717

RESIDENTIAL ADDITIONS	Original Sq Footage	Added Sq Footage
Fire Marshal	35,483	2,161
Fire Inspector	0	0
TOTAL	35,483	2,161

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

TOTAL NEW CONSTRUCTION		Sq Footage
Based on permitted Sq footage	Total Added	53,878

FIRE SPRINKLER REVIEWS	Commercial	Residential
Fire Marshal	0	0
Fire Inspector	4	7
TOTAL	4	7

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	24	21.0
TOTAL	24	21.0

SERVICES PERFORMED

DPLU - Fire Marshal	Number	Staff Hours
Project Availability Forms	2	2.0
Use Permits	0	0.0
Zaps	0	0.0
Administrative Review	0	0.0
Habit Plans	0	0.0
Approval Letters	5	5.0
TOTAL	7	7.0

INSPECTION SERVICES- All Staff	Number of Inspections	Staff Hours
Undergrounds	7	4.0
Hydros	24	18.0
Finals	14	11.0
Landscape	7	3.0
Reinspections	6	5.0
Code Enforcement	30	21.0
Misc.	11	8.0
TOTAL	99	70.0

HAZARD INSPECTIONS - All Staff	Number of Inspections	Staff Hours
Top 10 Hazards (# of Parcels Notified)		
#10. Mt. Israel/Lake Hodges	0	0.0
#9. Hacienda Santa Fe	0	0.0
#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	0.0
Weed Abatement Inspection	97	48.5
Weed Abatement Reinspection	18	9.0
1st Notice	95	23.8
2nd Notice	7	1.8
Final Notice	1	0.3
Forced Abatement	0	0.0
Homeowner Meeting	22	22.0
TOTAL	240	105.3
Top 10 Hazards notified this month	1/1243	
Top 10 Hazards notified YTD	229/1243	
Shelter-In-Place Communities (5)	5/5	

SERVICES PERFORMED

GRADING - Fire Marshal	Number of Inspections	Staff Hours
Plan Review	3	3.0
Site Inspection	0	0.0
TOTAL	3	3.0

SPECIAL PROJECTS - All Staff	Number of Inspections	Staff Hours
GIS Mapping	0	
Fuels Mitigation	0	
Special Projects/Other		71.5
Continuing Education (Staff Hours)		
TOTAL	0	71.5

FIRE PREVENTION - All Staff	Number	Staff Hours
Incoming Phone Calls	366	63.0
Consultations	8	8.0
General Office	0	0.0
TOTAL	374	71.0

PUBLIC EDUCATION - PRC	Number	Staff Hours
Web Master (Website hits and hours worked)	1,969	10.0
Graphic Design		28.0
Communication & Relations		12.0
Number of Releases	3.0	
Education: Design and Prepare		10.0
Education: Presentations	74.0	12.0
Number Reached: Children		
Number Reached: Adults		
In Service Staff Training		
Child Safety Seat Installations	8.0	8.0
Clerical		60.0
Continuing Education		4.0
Special Projects		20.0
TOTAL	2,054.0	164.0

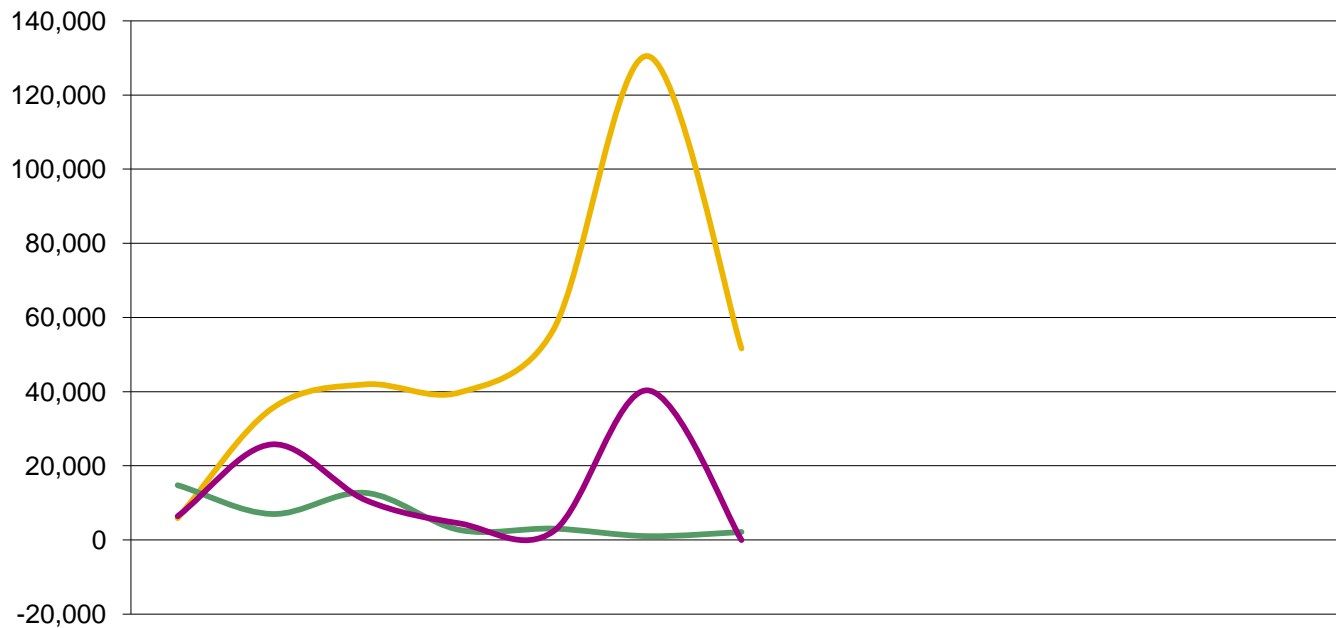
Office Support Coordinator-Prevention	Number	Staff Hours
Phone Calls (All Administrative Staff)	450	22.5
Walk in/Counter (All Administrative Staff)	143	7.2
Knox Application Request	4	0.3
UPS Outgoing Shipments	4	0.3
Plan Accepted/Routed	41	6.8
Training Classes:		
Outside Meetings		
TOTAL		37.2

Rancho Santa Fe Fire Protection District

Fire Prevention Bureau

June 2009

Construction Based on Permitted Square Footage



	Dec-08	Jan-09	Feb-09	Mar-09	Apr-09	May-09	Jun-09	Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09
Residential	5,959	35,451	42,025	39,849	56,836	130,543	51,717						
Additions	14,829	7,032	12,750	2,712	3,071	1,033	2,161						
Commerical	6,440	25,811	10,786	4,500	2,400	40,395	0						

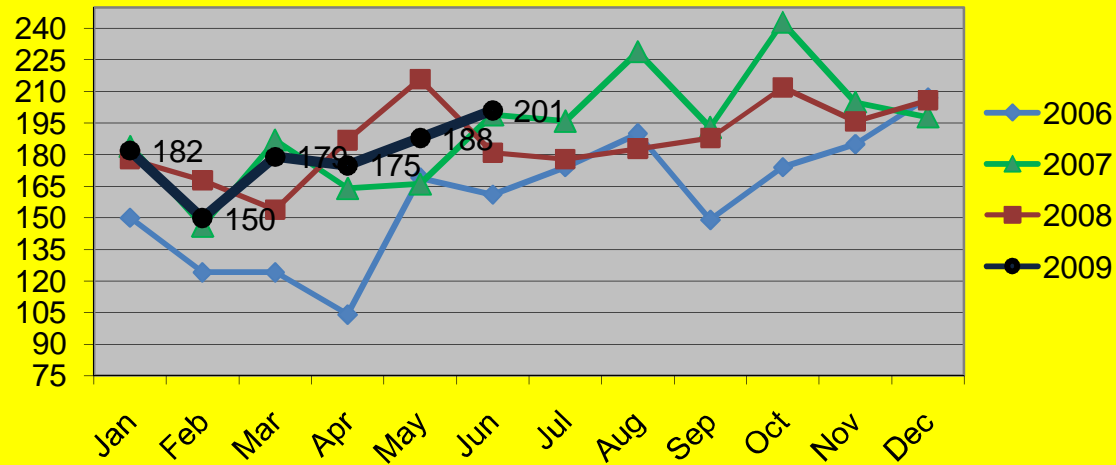
— Residential
 — Additions
 — Commerical

Rancho Santa Fe Fire Protection District

Incident Response Report

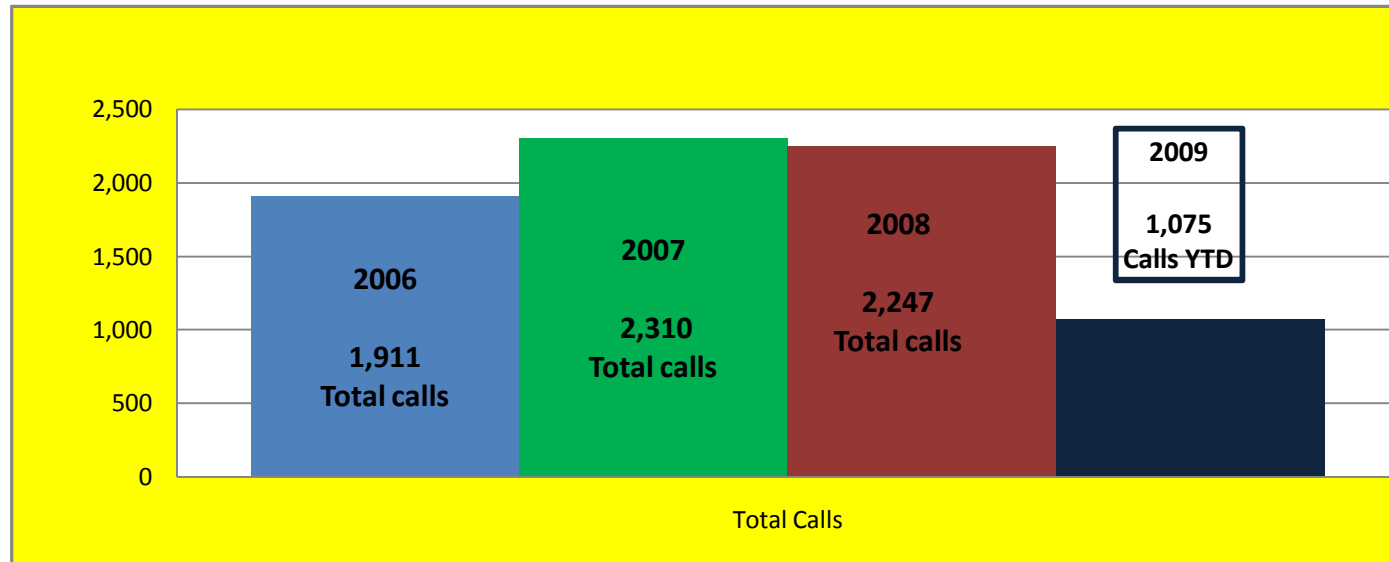
July 2009 Board Report

Four Year Monthly Response Comparison



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	196	206	2,247
YTD	178	346	500	687	903	1,084	1,262	1,445	1,633	1,845	2,041	2,247	2.7% decrease

2009	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD Responses
Responses	182	150	179	175	188	201							1,075
YTD	182	332	511	686	874	1,075							Master Agenda Page 19 of 49



Incident Summary by Incident Type

Date Range: From 06/01/2009 To 06/30/2009

Incident Type(s) Selected: All

Incident Type	Incident Count	Used in Ave. Resp.	Average Response Time hh:mm:ss	Total Loss	Total Value
Fire	11	9	00:06:47	\$300.00	\$300.00
Rupture/Explosion	1	1	00:09:43	\$0.00	\$0.00
EMS/Rescue	93	90	00:05:39	\$0.00	\$0.00
Hazardous Condition	2	2	00:06:01	\$0.00	\$0.00
Service Call	30	12	00:07:20	\$0.00	\$0.00
Good Intent	41	7	00:07:46	\$0.00	\$0.00
False Call	23	23	00:05:30	\$0.00	\$0.00
Blank or Invalid	3	0		\$0.00	\$0.00
Totals	204	144		\$300.00	\$300.00

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

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

June 2009

June 2009							July 2009						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6				1	2	3	4
7	8	9	10	11	12	13	5	6	7	8	9	10	11
14	15	16	17	18	19	20	12	13	14	15	16	17	18
21	22	23	24	25	26	27	19	20	21	22	23	24	25
28	29	30					26	27	28	29	30	31	

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	May 31	Jun 1	2	3	4	5	6
May 31 - Jun 6		Camp Pendleton Fire School; Camp Pendleton					
		8:00am EVOC Trainin; 1:00pm Fire Preventic	8:30am Fire Preventic	1:30pm Fire Preventic	Fire Prevention Inspec 8:30am Fire School - I	9:00am 2613 Hose La 1:30pm 2614 Hose La	10:30am Station Tour;
	7	8	9	10	11	12	13
Jun 7 - 13		9:00am Protocol Upd 1:30pm Del Mar Fair \	9:00am Protocol Upd 1:00pm Pizza party; N 1:30pm Del Mar Fair \	9:00am Protocol Upd 1:30pm Protocol upd;	9:00am Scripps FCA; ! 11:30am Pizza Party; N	9:00am Del Mar Fair \ 1:30pm Del Mar Fair \	
	14	15	16	17	18	19	20
Jun 14 - 20		9:00am Scripps FCA; !	9:00am 2613 Hose La 1:30pm 2614 Hose La	8:30am Fire Preventic	8:30am Fire Preventic	9:00am 2613 Hose La 1:30pm 2614 Hose La 3:30pm Birthday Party	
	21	22	23	24	25	26	27
Jun 21 - 27		12:00pm Fire Preventic	9:00am Scripps FCA; !	Fire Prevention Inspec	8:00am E2613 - Cove	8:00am E2613 - Cove	8:00am E2611 - Cove
	28	29	30	Jul 1	2	3	4
Jun 28 - Jul 4	8:00am E2611 - Cove	Fire Prevention Inspec	9:00am Operation Co				

July 2009

July 2009							August 2009						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
5	6	7	1	2	3	4	2	3	4	5	6	7	1
12	13	14	8	9	10	11	9	10	11	12	13	14	8
19	20	21	22	23	24	25	16	17	18	19	20	21	22
26	27	28	29	30	31		23	24	25	26	27	28	29
							30	31					

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Jun 28 - Jul 4	Jun 28	29	30	Jul 1	2	3	4
				Fire Prevention Inspe	Fire Prevention Inspe	9:00am 2611 Hose La 1:30pm 2612 Hose La	Independence Day
Jul 5 - 11	5	6	7	8	9	10	11
		Fire Prevention Inspe		9:00am Training Com	8:30am Peer Review; 9:00am 2611 Hose La 1:30pm 2612 Hose La	9:00am 2611 Hose La 1:30pm 2612 Hose La	9:00am Battalion Chic 1:30pm Battalion Drill
Jul 12 - 18	12	13	14	15	16	17	18
		9:00am 2611 High An 1:30pm 2612 High Ai	9:00am 2611 High An 1:30pm 2612 High Ai	9:00am 2611 High An 1:30pm 2612 High Ai	8:30am 2611,2612,26 1:30pm 2612, 2614 CI	8:30am 2611,2612,26 1:30pm 2612, 2614 CI	Battalion Chiefs Drill;
Jul 19 - 25	19	20	21	22	23	24	25
		8:30am 2611,2612,26 1:30pm 2612, 2614 CI	8:30am B2604 Truck 1 9:00am 2613 High An 1:30pm 2614 High Ai	8:00am B2604 Truck 1 8:30am Captains Mee 9:00am 2613 High An 1:30pm 2614 High Ai	8:30am B2604 Truck 1 9:00am 2613 High An 1:30pm 2614 High Ai	1:30pm Highway Safe	
Jul 26 - Aug 1	26	27	28	29	30	31	Aug 1
			12:00pm Engine Visit; 5	Scripps FCA; TBA	Scripps FCA; TBA	Scripps FCA; TBA	



May 21, 2009

John Jerome
711 E 17th Ave
Escondido, CA 92025-6326

Dear John,

I am pleased to inform you that you have been named to the Cogswell College President's Honor Roll. Such distinction is reserved for outstanding students who achieve six or more credits of letter-grade coursework with a 3.80 or better grade point average during the previous trimester.

This honor is a reflection of your perseverance, dedication and academic discipline. We hope your academic achievement this past trimester inspires you to future success. Congratulations on your exceptional academic achievement.

Sincerely,

A handwritten signature in black ink, appearing to read 'Chester D. Haskell'.

Dr. Chester D. Haskell
President

Chief Pavone
Rancho Santa Fe Fire Department

Re: Master incident #: 2009-28188

June 22, 2009

Dear Chief Pavone,

I am writing to let you know how pleased I was by the service provided to my family on June 12, 2009 by Engine 2613's medic, Mr. Mike Hernandez.

When Mike came onto the scene, his friendly manner, and his expertise helped to ease me through an emergency situation with my daughter.

Throughout the ordeal, Mike maintained a courteous demeanor and gently answered all of my questions, even though I was very upset.

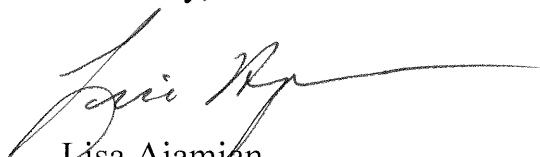
His presence was a tremendous help in that he was extremely knowledgeable about how to handle my daughter's condition, and this made me feel secure, as well as being an immediate benefit to my daughter.

I was very pleased that he joined us in the ambulance on the way to the ER, and remained present as the nurse took the report on my daughter.

In the ambulance, he was able to make and maintain friendly verbal contact with my daughter, who is only 4 ½ years old, and who was very frightened.

If I ever should have an emergency situation again, I would want Mike at my side! His in depth knowledge and professionalism could not be surpassed.

Sincerely,

A handwritten signature in black ink, appearing to read 'Lisa Ajamian', with a long horizontal flourish extending to the right.

Lisa Ajamian
Rancho Santa Fe, CA
(858) 442-2213

STAFF REPORT

NO. 09-14

TO: BOARD OF DIRECTORS
FROM: NICHOLAS PAVONE, FIRE CHIEF
SUBJECT: NCDJPA MEMBER AGREEMENT
DATE: JUNE 24, 2009



BACKGROUND

Last year the NCDJPA Board of Directors directed staff to review the JPA member agreement and bring back a recommendation to restructure the agreement, specifically Section 8, Withdrawal/Termination. This request for action was a result of discussions about long-term planning, new facilities, and the development of a CIP building fund. The NCDJPA Finance Committee was directed to review the entire agreement and recommend changes as needed.

CURRENT SITUATION

The Finance Committee and legal counsel for the JPA met several times to review and discuss suggested changes to the agreement. Although there were some minor language and clean-up changes to the agreement, there were three primary revisions to the agreement:

Section 8 Withdrawal (currently section 12 in proposed agreement); this section was restructured to include a longer time requirement for an agency to withdraw from the JPA. Originally, the Chiefs recommend a 6-month withdrawal period. At direction from the Board, this was increased to eighteen months.

Section 5.G.5 Voting Requirements, Quorum and Voting Requirements; is a revision to the existing quorum provision, which allows action to be taken by a majority vote of those present, rather than a majority of the entire Board.

Section 6.B., C. (1) and (2) and (4), D., E., F.; these will require Board policies to be developed. Board and finance policy development will be ongoing and will be brought back to the Board of Directors for approval as they are developed.

The Fire District's legal counsel has reviewed the document and provided comments as well as legal representatives from each of the member agencies.

RECOMMENDATION

The proposed changes are a result of the continual evolution of the JPA and addition of new members. Staff recommends that the Board approve the revised agreement and authorize the Board President to sign the contract.

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SECOND AMENDED AND RESTATED

JOINT EXERCISE of POWERS AGREEMENT for

“NORTH COUNTY DISPATCH JOINT POWERS AUTHORITY”

THIS SECOND AMENDED AND RESTATED JOINT EXERCISE of POWERS AGREEMENT, (“Agreement”) made and entered into this 28th day of May, 2009, by and between the CITY OF CARLSBAD, CITY OF ENCINITAS, CITY OF OCEANSIDE, CITY OF SAN MARCOS, CITY OF SOLANA BEACH, CITY OF VISTA, NORTH COUNTY FIRE PROTECTION DISTRICT, and RANCHO SANTA FE FIRE PROTECTION DISTRICT, collectively the “Member Agencies” and individually “Member” or “Member Agency”), all of which are public agencies organized and existing under and by virtue of the laws of the State of California.

RECITALS

A. Each Member Agency to this Agreement provides public services, including fire protection, fire prevention, rescue, emergency medical, public works, and related administrative services, within their respective boundaries.

B. Each Member Agency has determined that joint use of a central communications network and record keeping system reduces the administrative costs that would otherwise be incurred by each Member in providing fire suppression, emergency medical assistance, rescue service, public works and related services.

C. Each Member Agency has determined that the costs associated with maintaining the staff and equipment necessary to operate a Communications Center should be funded by the Member Agencies through a formal Joint Powers Agreement with costs apportioned to reflect the extent to which each Member Agency utilizes the emergency Communications Equipment and staff.

D. Each Member Agency has determined that joint use of a central communications network and record-keeping system facilitates the provision of higher quality services in a more efficient and effective manner.

E. Each Member Agency has the power and authority to perform, and contract with one another pursuant to the Joint Exercise of Powers Act (Section 6500 et. seq. of the Government Code) for the performance of the duties and functions that form the basis of this Agreement.

F. Each Member Agency has the power to contract with other agencies for communications services, equipment and related items.

G. Member Agencies entered into the initial Joint Powers Agreement on June 11, 1984, and subsequently executed an Amended and Restated Joint Powers Agreement dated October 30, 2002. The Member Agencies wish to further amend said Agreement in its entirety through this Second Amended and Restated Joint Exercise of Powers Agreement, which is intended to supersede all previous Agreements.

SECTION 1. Purpose

This Agreement is made pursuant to California Government Code Sections 6500, et seq., hereinafter referred to as the "Act", to permit the joint exercise of certain powers common to Member Agencies for the purpose of providing emergency communications services. The purpose of this Agreement is to equip, maintain, operate and staff a Communications Center and provide emergency call receiving and dispatching services to the Member Agencies. This Agreement shall continue the obligations of the Member Agencies under the previous Agreement that formed this Joint Powers Authority, along with all Amendments thereto. All pre-existing obligations, rights and privileges of the Member Agencies shall continue hereunder, subject to the terms and conditions of this Agreement.

SECTION 2. Definitions

For the purpose of this Agreement, the words or terms specified in this Chapter shall have the following meanings:

A. "Administrator" The Authority may employ an administrator, to be known as the Administrator (hereinafter "Administrator"). The Administrator shall be authorized to act on behalf of the Board in all matters of personnel operations. With oversight by the Chiefs, the Administrator shall implement the budget established by the Board and the operations program established by the Chiefs.

B. "Authority" shall mean the Joint Powers Authority known as the North County Dispatch Joint Powers Authority, created by this Agreement pursuant to the Joint Exercise of Powers Act (Section 6500 et. seq. of the Government Code).

C. "Board" is the governing body of the Authority.

D. "Board member" shall mean the voting member or alternate appointed by the governing body of each Member Agency to represent said Member Agency on the Board.

E. "Communications Center" shall mean that portion of any structure or physical facility that houses Communications Equipment and/or Communications Center Staff.

F. "Communications Center Staff" or "Staff" shall mean all personnel of the Authority performing services related to the operations and maintenance of the North County Communication Center, or such agency or individual as may be appointed by the Board to perform these functions.

G. "Communications Equipment" shall mean all electronic equipment, including telephones, telephone lines, radios, computers and software located within, or connected to, the Communications Center and utilized for the fire or rescue-related emergency communications or records management of any of the Parties.

H. "Contract Agency" means each of the public agencies that are not Members of the Joint Powers Authority that wish to contract with North County Dispatch Joint Powers Authority to receive communication services, equipment and related items and contribute to the cost of operating and administering this Joint Powers Authority by executing a contract agreement in a form approved by the Board.

I. "Fiscal Year" shall mean the twelve-month period commencing July 1st and concluding June 30th.

J. "Member" or "Member Agency" shall mean any public entity that is a member on the effective date of this Agreement or becomes a Member to this Agreement pursuant to the provisions of Section 15.

K. "Recorded Incident" shall mean any call for service dispatched within the jurisdiction of a Member Agency that generates an incident number through any emergency Communications Facility used by any Member during any relevant period prior to the effective date of this Agreement and through the Communications Center on the effective date of this Agreement or at such time as the Communications Center begins operation pursuant to this Agreement.

SECTION 3. Term

This Agreement shall become effective on the date set forth at the beginning of this Agreement, and shall be binding on all Member Agencies hereto, and shall continue in full force and effect until one of the following occurs: 1) the Agreement is superseded by a new amended and restated Agreement; 2) the individual Member Agencies agree to terminate the Agreement; or 3) the number of Member Agencies is reduced to a single agency as a result of withdrawal of the other Member Agencies.

SECTION 4. Powers and Duties

A. Authority.

The Authority shall have the powers common to the Member Agencies, including the power to acquire sites and construct, equip, staff, maintain, operate and lease public buildings and related facilities for the purpose of communications and related services.

B. The Authority is hereby authorized in its own name to perform all acts necessary for the exercise of common powers, including, but not limited to, any or all of the following:

1. to provide for the administration and management of the Authority;
2. to make and enter into contracts;
3. to employ agents and employees; and hire consultants, agents, attorneys, independent contractors and financial advisors;
4. to acquire, construct, manage, maintain and operate any buildings, works or improvements;
5. to acquire, hold, lease or dispose of property within the County of San Diego;
6. to incur debts, liabilities or obligations, subject to the limitations specified in this Agreement;
7. to receive gifts, contributions and donations of property and funds, services, and other forms of financial assistance, from persons, firms and corporation, and any governmental entity;
8. to provide communications services to public or non-public agencies by agreement, and on terms and conditions acceptable to the Authority;
9. to sue and be sued in its own name, as provided in Section 6508 of the Government Code;
10. to apply for any grant or grants offered in conjunction with any Federal, State, or Local program that is in any way related to the purpose of this Agreement;

11. to adopt rules, regulations, policies, by-laws and procedures governing the operation of the Authority;

12. to enter into leases, agreements and similar transactions that require the Authority to indemnify the person with whom the Board is contracting, so long as the exposure to liability under such indemnification is approved by Legal Counsel for the Authority;

13. to exercise any other power or perform any function necessary to accomplish the purposes of this Agreement, in the manner and according to the methods provided by applicable laws, rules or regulations.

Such powers shall be exercised in the manner provided in the Act, and, except as expressly set forth herein, the debts, liabilities and obligations of the Authority shall not be the debts, liabilities and obligations of the Member Agencies, except as provided in Sections 6.C.3 and 6.C.4 of this Agreement.

The Authority shall exercise aforesaid powers as needed to implement the purpose of this Agreement. Pursuant to Section 6504 of the Act, the Authority is empowered, and by this Agreement required, to assess the Member Agencies to finance the entire operation of the Authority in the manner set forth in this Agreement. The Authority may contract indebtedness for capital items only in the manner otherwise permitted by law.

C. Board.

The Board, as governing body of the Authority, shall formulate and set policies including budget and purchasing policies, and other operating policies, and shall exercise the powers set forth in Section 4.B of this Agreement to accomplish its purpose. The Authority's program development, implementation, and operation shall be accomplished through the adoption of a budget by the Board, in the manner set forth in this Agreement.

D. Chiefs.

The Chiefs are the administrative arm of the Board and are authorized to act on behalf of the Board as necessary for the ordinary conduct of business, through the JPA Administrator. The Chiefs are responsible to the Board for development of a consolidated regional public safety services communications program, and for the leasing of facilities, acquisition of equipment, personnel staffing, and full-time maintenance and operation of the communications program.

SECTION 5. Authority

A. Creation of Authority.

Pursuant to Section 6506 of the Act, there is hereby created a public entity, separate and apart from the Member Agencies, to be known as the “North County Dispatch Joint Powers Authority” (“Authority”). The debts, liabilities, and obligations of the Authority shall not constitute debts, liabilities or obligations of any of the Member Agencies, except as otherwise set forth in this Agreement.

B. Conduct of Business.

The Authority may utilize the services of a Member Agency in the general conduct of business, for which the Member Agency will be compensated as determined by a separate agreement between the Member and the Authority. Alternatively, the Authority may contract for administrative or general services following a bid process to be established by the Board of Directors.

C. Board.

The Authority shall be governed by a Board of Directors, which shall be called the “North County Dispatch JPA Board of Directors”. Each Member Agency shall have one seat on the Board, and shall fill such seat by appointment from its governing body, in accordance with the Member Agency's policies and procedures. A Board Member shall serve at the pleasure of the appointing Member, except such appointee shall cease to be a Board Member if he/she ceases to be a member of the governing board of the appointing Member Agency, or if the appointing Member Agency ceases to be a party to this Agreement. Each appointing Member Agency shall notify the Secretary of the Board of its respective appointment. The Secretary of the Board shall notify each Member Agency of the appointments of the other Member Agencies.

D. NCDJPA Chiefs.

Pursuant to Section 6508 of the Act, there is hereby created an administrative entity, immediately subordinate to the Board to be known as the “NCDJPA Chiefs” (“Chiefs”). Each Member Agency shall have one member to be filled by the respective Member Agency's Fire Chief, or his/her designee. A Chief shall serve at the pleasure of the Member Agency of which he/she is an employee, except he/she shall cease to be a Chief if he/she ceases to be an employee of the Member, or if such Member Agency ceases to be a party to this Agreement. Each of the Member Agencies shall notify the Secretary of the Board of the name of its respective Chief, as applicable.

E. Board Alternates.

The Governing Body of each Member Agency shall appoint an alternate Board Member, who shall serve in the same capacity as the Board Member when the Board Member is unavailable. Each appointing Member Agency shall notify the Secretary of the Board of its appointment of an Alternate Board Member.

F. Administration.

The Authority may employ an administrator, to be known as the NCDJPA Administrator. The Administrator shall be authorized to act on behalf of the Board in all matters of personnel administration. With technical assistance from the Chiefs, the Administrator shall implement the budget established by the Board and the operations program. The Chiefs Board shall appoint one of its members to serve as the Supervisor to the Administrator, whose duties shall be set forth in more detail in the Board's Policies and Procedures. The Supervisor to the Administrator shall be appointed for a two-year term.

G. Meetings of the Board and the Chiefs.

1. Regular Meetings of the Board.

The Board shall provide for its regular meetings; however, it shall hold at least one regular meeting immediately prior to each May 1st, The date and hour at which any regular meeting shall be held shall be fixed by resolution, and a copy of such resolution shall be filed with each of the Members. The Board shall determine the place of the meeting.

2. Regular Meetings of the Chiefs.

The Chiefs shall provide for its regular meeting; however, it shall hold at least one regular meeting each quarter. Further meetings may be called by the Chair of the Chiefs or by a majority of the Chiefs. No designee representing a Chief of a Member may call a meeting or sit as Chair at any regular or special meeting of the Chiefs. The date and hour and place at which regular meetings shall be held shall be determined by a majority vote of the Chiefs.

3. Ralph M. Brown Act.

The Board and the Chiefs shall adopt rules for conducting their meetings and other business. All meetings of the Board and the Chiefs, shall be called, noticed and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the Government Code of the State of California).

4. Minutes.

The Secretaries of the Board and the Chiefs shall cause minutes of regular, adjourned regular, and special meetings to be kept, and shall, as soon

as possible after each meeting, provide a copy of the minutes to each Board Member and each Chief, respectively, and to each of the Member Agencies.

5. Quorum and Voting Requirements.

A majority of the Board members or Chiefs members (or the alternate for any absent Board member) shall constitute a quorum for the transaction of business. A lesser number of each body may adjourn for lack of a quorum. When a quorum of Board members or Chiefs members is present, a majority vote of those who are present is required to take action, unless a different vote requirement is provided by this Agreement for a particular action.

H. Officers and Respective Duties.

1. Chair and Vice Chair of the Board.

The Board shall elect a Chair and Vice Chair at its first meeting, and thereafter, at the first meeting held in each second succeeding calendar year, the Board shall elect or re-elect its Chair and Vice Chair. In the event the Chair or Vice Chair so elected ceases to be a Board member, the resulting vacancy shall be filled at the meeting of the Board held after such vacancy occurs. In the absence or inability of the Chair to act, the Vice Chair shall act as Chair. The Chair, or, in his/her absence, the Vice Chair, shall preside and conduct all meetings of the Board.

2. Secretary of the Board.

The Administrator shall be the Secretary of the Board. The Secretary or designee will keep minutes and will prepare an agenda for each meeting of the Board. The Secretary or designee will solicit agenda items for regular meetings at least fifteen working days in advance, and will distribute the agenda and supporting documentation in accordance with the provisions of the Ralph M. Brown Act.

3. Attorney of the Authority.

The Authority shall select an Attorney that does not serve as City Attorney or General Counsel for any Member Agency. The Attorney shall advise the Board, the NCDJPA Chiefs, and the Administrator in connection with any business relating to the Authority.

4. Treasurer/Controller of the Authority.

The Treasurer of the County of San Diego shall serve as Treasurer of the Authority. The Authority shall designate one Member Agency to act as the Controller of the Authority for a fee to be determined by the Board and the Member Agency acting as Controller. The Treasurer is required to comply with the provisions of Government Code § 6505.5. The Treasurer and/or Controller shall work in conjunction with the Administrator to perform the following functions, pursuant to the provisions of the Board's Policies and Procedures.

(a) establish, with the Board's approval, the budget format, accounts, and documentation pertaining thereto, which most nearly reflect the objectives of the Authority and the operation of the communications program;

(b) establish and maintain the particular funds and accounts as required by generally accepted accounting practices and which most accurately and appropriately record and report the operations of the Authority as represented by the budget document;

(c) enforce strict compliance with the approved budget and approve only expenditures authorized therein;

(d) ensure that all available cash on hand is at all times fully invested in a cash management program and investment portfolio pertaining thereto, in accordance with the provisions of California Government Code sections 53600 et seq.; he/she will further ensure that sufficient liquidity is maintained to meet the Authority's cash disbursement needs;

(e) ensure that all NCDJPA employees are properly compensated according to the rules of the Authority and the most current Memorandum of Understanding, if any, between the Authority and its employees;

(f) ensure that all NCDJPA vendors are paid properly and in a timely manner;

(g) furnish quarterly revenue, expenditure and funds status reports to the Board;

(h) maintain an inventory of all property of the Authority;

(i) with advice from the Board, obtain and maintain liability and casualty insurance for the Authority and for the property of the Authority, respectively; and

(j) make all books and records of the Authority open to inspection at all reasonable times by representatives of the Member Agencies.

5. Chair and Vice Chair of the Chiefs.

The Chiefs shall elect a Chair and Vice Chair at their first meeting, and thereafter, at the first meeting held in each succeeding calendar year, the Chiefs shall elect or re-elect its Chair and Vice Chair. The duties and responsibilities of the Chair and Vice Chair shall be set forth in more detail in the Board's Policies and Procedures. In the event the Chair or Vice Chair so elected ceases to be a Member, the resulting vacancy shall be filled at the meeting of the Chiefs held after such vacancy occurs. In the absence or inability of the Chair to act, the

Vice Chair shall act as Chair. The Chair, or, in his/her absence, the Vice Chair, shall preside at and conduct all meetings of the Chiefs. No designee sitting in for a Chief shall preside over any meeting of the Chiefs.

6. Secretary of the Chiefs.

The Administrator shall be the Secretary of the Chiefs. The Secretary or designee will keep minutes and will prepare an agenda for each meeting of the Chiefs.

SECTION 6. Fiscal Year, Financing, and Budget

A. Fiscal Year.

The Authority's Fiscal Year shall be the twelve-month period commencing each July 1. The Authority shall operate only under an approved budget based on the Fiscal Year. The Authority may not operate at a deficit.

B. Budget Reserve.

Each budget shall include a minimum Reserve as set forth in the Board's Policies and Procedures. Money may be expended from this Reserve only with the express approval of the Board. The Reserve shall lapse at the end of the budget period. The total assessment against the Member Agencies may be reduced by expected revenue from executed contracts for dispatch services to public and non-public agencies and by unexpended/unobligated monies available at the end of the fiscal year prior to the period for which the budget is applicable.

C. Budget.

(1) Funding from Member Agencies.

Each Member Agency shall pay a portion of the costs incurred by the Authority in providing the services described in this Agreement. The Board, in adopting a budget, shall determine each Member Agency's contribution for the budget cycle. The contribution of each Member Agency shall be determined based on the number of Recorded Incidents attributable to each Member Agency, divided by the Recorded Incidents attributable to all Member Agencies, during the calendar year preceding the Fiscal Year for which the Member's fair share percentage is being calculated. Once determined for any budget cycle Year, the Member Agency's contribution shall remain unchanged until the next budget cycle. The use of an alternative method for determining a Member Agency's contribution requires a two-thirds vote of the Board.

(2) Operation and Maintenance Expenses.

The allocation of expenses among the Member Agencies for operating and maintaining the Communications Center and Communications Equipment shall be accomplished according to the provisions of the Board's Policies and Procedures.

(3) Debt Financing.

On behalf of the Authority, the Board may approve purchase of items or improvements using debt financing, in accordance with applicable law. The debt shall not be binding on any Member Agency unless the debt was approved by the governing board of such Member Agency. If a Member Agency has approved the debt financing, that Member Agency shall be liable for making payments in accordance with the payment schedule established at the time the Member approved the financing.

(4) Payment of Contribution

Upon adoption of the budget by the Board, and the forwarding thereof to the governing bodies of the Member Agencies by the Secretary, the assessments fixed therein are automatically due and payable without further notice according to the payment schedule set forth in the Board's Policies and Procedures.

A five percent late charge shall be imposed upon assessment payments not received by the Authority within forty-five (45) calendar days following mailing of assessments. An additional five percent shall be imposed if payment is not made within an additional thirty calendar days. If an assessment including late charges is not paid in full within seventy-five (75) calendar days following any scheduled due date, the Member Agency shall be in default and subject to termination as provided under Section 7 of this Agreement. Upon termination of a Member Agency in default, all outstanding obligations or assessments under this section shall become immediately due and payable. Upon withdrawal by or termination of a Member Agency, payment of debt acquired under this section shall be governed by Section 13(E) of this Agreement.

D. Budget Administration.

The Administrator has the authority to fully implement the approved budget, in accordance with the Board's Policies and Procedures. The Administrator cannot exceed the personnel staffing authorized in the budget, either in number, position classification, or salary or alter the capital budget, utilize the Reserve for contingency, or increase the total amount of the approved expenditure budget without Board approval.

The Supervisor to the Administrator shall have the authority to negotiate the Administrator's annual salary, not to exceed the maximum amount allocated in the approved budget, in accordance with the Board's Policies and Procedures.

E. Expenditures. All expenditures shall be within the limitations of the approved budget as approved or amended by the Board. Amendments to the approved budget shall require a majority vote of the total membership of the Board.

F. Emergency Repairs. In the event the Communications Center or Communications Equipment suffers damage or malfunction that interferes with emergency communications services and requires emergency repairs, the Administrator is authorized without prior Board approval to expend the funds necessary to complete emergency repairs so that services are resumed as soon as possible. Prior Board approval shall be obtained whenever practical.

SECTION 7. Non-payment or Other Default of a Member Agency

The Board shall have the authority to terminate a Member Agency that materially breaches its duties pursuant to this Agreement. The term "material breach" shall include, without limitation, a failure to make any contribution or pay any assessment when due, and the failure to indemnify or defend other Member Agencies as required by Section 17. The Board shall give the Member notice of the breach and the right to cure the breach, in accordance with the Board's Policies and Procedures. In the event that the Member Agency fails to cure the breach within the time period stated in the notice, the Board shall have the authority to immediately terminate the Member. Termination of the membership of the Member Agency shall not relieve the terminated Member of its share of any debts or other liabilities incurred by the Authority prior to the effective date of the termination. However, termination shall result in forfeiture of all rights and claims of the terminated Member to any repayment of contributions or advances or other distribution of funds or property after termination, including distributions made as a result of the termination of the Authority.

SECTION 8. Personnel

A. The Authority may employ an Administrator and any other positions deemed necessary to staff the communications program. The positions must be authorized and funded in the Authority's annual budget.

B. The Administrator, with oversight of the Chiefs, is authorized to act on behalf of the Board in all matters of personnel administration, given the positions and funding authorized by the Board in the Authority's budget. This includes, but is not limited to, hiring, supervisory direction, performance evaluations, disciplinary matters, and termination. The Board shall approve any

recognition of employee bargaining groups or the entry into any Memorandum of Understanding with a recognized bargaining group.

SECTION 9. Records of the Authority

The Authority shall maintain, during the term of this Agreement, all books, records, accounts and files relating to the Authority, its services, revenues and expenses, all of which shall be open to inspection at all reasonable times by the Member Agencies and their designated representatives.

Management of Authority records and release of Authority records to the public shall be governed by the Board's Policies and Procedures.

SECTION 10. Communications Center Equipment

A. The Authority, through its Board, shall purchase, maintain and repair all Communications Center Equipment, including, without limitation, telephones, radios, computers, hardware, software, electrical systems and all related mechanical devices or facilities. Purchasing, management and title to equipment of the Authority shall be governed by the Board's Policies and Procedures.

SECTION 11. Dispatch Service to Contract Agencies

The Authority may provide dispatch service to agencies not a party to this Agreement, but only upon the majority vote of the Board. Such service shall be by contract, executed by the Chair of the Board on behalf of the Board. The Board shall establish the amount of charge for the service to a Contract Agency, which may be a set fee or a per-call charge, or both, to be billed and paid quarterly.

SECTION 12. Withdrawal

A Member Agency may withdraw as a party to this Agreement, effective at the end of any fiscal year (June 30) by giving written notice of its intention to withdraw to the Secretary of the Board no later than December 31 of the fiscal year preceding the fiscal year in which the withdrawal will be effective (a minimum of eighteen months notice). The written notice shall be accompanied by a resolution or minute order of the legislative body of the member Agency ("Notice of Withdrawal").

If a Member Agency does not submit its written notice of withdrawal to the Board Secretary by December 31 of the fiscal year prior to the fiscal year in which the Member Agency wishes to withdraw, the effective date of the withdrawal will be on June 30, eighteen months from the end of the calendar year in which the notice of withdrawal was submitted [by way of example only if a

Notice of Withdrawal is delivered to the Secretary of the Board on February 1, 2010 then the effective date of the withdrawal shall be June 30, 2012]. The Board, in its sole and absolute discretion, may by majority vote of the total membership of the Board make an exception allowing a member agency who does not meet the December 31 deadline an earlier withdrawal date.

Such withdrawing party shall perform all obligations under this Agreement until the effective date of withdrawal. Modification to the timing requirements for withdrawal set forth above shall require a majority vote of the total membership of the Board.

Notification of the intent to withdraw by a Member Agency shall not relieve the withdrawing Member Agency from the requirement to pay its contribution for debts and liabilities incurred by the Authority prior to the effective date of the withdrawal. Withdrawal of a Member Agency shall result in the forfeiture of all rights and claims of the withdrawing Member to any repayment of contributions or advances or other distribution of funds or property after withdrawal, including distribution made in the event of the termination of the Authority.

SECTION 13. Dissolution and Disposition of Assets

A. This Agreement shall terminate and the Authority is thereby dissolved if the number of Member Agencies to this Agreement becomes less than two, or if the Member Agencies unanimously agree to terminate the Agreement. In either instance, dissolution shall be effective only when all debts, liabilities, obligations and any other evidence of indebtedness is retired, but shall in no event be effective until the requirements of this section are satisfied.

B. This Agreement may not be terminated and disposition of assets made to Member Agencies to the Agreement until the Authority reasonably exhausts all means of collecting any monies due the Authority. The Board must formally accept a final accounting prepared by the Controller before any final disposition of net assets may be made, and termination of the Agreement consummated.

C. If the cause for termination was reduction of the number of Member Agencies to the Agreement to less than two, all net assets of the Authority shall become the property of the sole remaining Member to the Agreement.

D. If the cause for termination is mutual agreement, the total dollar amount of the net assets shall be apportioned among such Member Agencies according to the relative assessments paid by those Member Agencies during the last year of the Agreement.

E. If the Authority issues debt, each Member Agency at the time of the issuance is responsible for its share of the annual debt service payment, regardless of whether it has withdrawn as a Member Agency.

F. In the event of termination of the Authority, where there will be a successor public entity that will carry on the functions of the Authority and assume its assets and liabilities, the assets of the Authority shall be transferred to the successor public entity.

G. Upon termination of this Agreement, where there will be no successor public entity, the assets of the Authority shall be disposed of as follows. All capital equipment purchased directly by any Member Agency shall be returned to the Member Agency or Agencies holding title to the equipment. All remaining capital equipment in the possession of the Authority may be purchased by any interested Member Agency, who has submitted a sealed bid for the equipment, and is the highest bidder. Capital equipment not purchased by the Member Agencies shall be offered for sale to the public at appraised value, or sold by public auction. The proceeds of all sales shall be paid to each Member Agency according to the pro rata share of each Member's contribution to the Authority budget, as determined for the most recent fiscal year.

H. In the event of termination of the Authority, any remaining funds, property or other assets of the Authority, following discharge of all debts, liabilities and obligations of the Authority, shall be distributed to the Members according to the pro rata share of each Member's contribution to the Authority budget, as determined for the most recent Fiscal Year.

I. In no event shall assets be transferred to Member Agencies until all debts are retired.

SECTION 14. Amendment to Agreement

The Agreement may be amended by majority vote of the Board only after approval of two-thirds vote of the Member Agencies. Any proposed amendment shall be formally directed to the Board. The Board shall in turn request a recommendation from the Chiefs, if applicable. The Board shall then review the proposed amendment and accompanying recommendation from the Chiefs, and forward the proposed amendment with its own recommendation to the governing body of each Member Agency to the Agreement. The proposal shall be accompanied by a copy of the proposed amendment to the Agreement, which shall be adopted, properly executed, and returned to the Board if the party concurs with the amendment. The Secretary shall notify each party of the resultant action.

SECTION 15. Additional Parties to the Agreement

Member Agencies, as defined in the Act, which are not parties hereto, may become parties hereto only upon approval by the Board, and subject to the following terms and conditions. All board decisions related to adding new parties to the Agreement, including the setting of associated fees, shall be by a majority of the total membership of the Board.

A. A new Member Agency may be permitted to join the Authority upon the approval of a majority of the total membership of the Board, upon such terms and subject to such conditions as the Board may approve, and upon the new Member Agency approving and executing the agreement. Admission of a new member shall not require amendment of this Agreement. The Board and the new Member Agency may enter into a separate agreement with respect to the terms and conditions for membership.

B. The Board shall set the annual fee for the additional party and the number of years that this fee will apply.

C. The additional party shall pay a buy-in fee to be paid annually, as determined by majority vote of the total membership of the Board after consideration has been given to the following factors:

1. The book value of the Authority's long-term fixed assets (capital expenditures).
2. The book value of the Authority's current assets.
3. The Authority's unappropriated reserves for contingencies.
4. Benefits received by Member Agencies by adding the additional party.
5. Such other facts that the Board believes are germane to the determination.

D. The effective date of the inclusion as an additional party shall occur on a date mutually agreed upon by the Board and the new Member Agency.

Such public agencies that become parties hereto shall otherwise be entitled to all the rights and obligations of, and shall become Member Agencies as defined in this Agreement.

SECTION 16. Severability

Should any part, term, portion, or provision of this Agreement or the application thereof of any person or circumstances, be in conflict with any State or Federal law, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, portions or provisions, or the application thereof to other persons or circumstances, shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to continue to constitute the Agreement that the parties intended to enter into in the first instance.

SECTION 17. Liability and Indemnification

A. Except as otherwise provided herein, the debts, liabilities, and obligations of the Authority shall be the debts, liabilities and obligations of the Authority alone, and not of the Member Agencies.

B. From and after the effective date of this Agreement, the Authority shall fully indemnify, defend, protect, and hold harmless each Member Agency and their respective officers, employees, agents and representatives (collectively, "Indemnified Parties") with respect to any loss, damage, injury, claim, demand, action, litigation, or liability and all expenses and costs relating thereto, arising out of or in any way related to (1) the performance of this Agreement; (2) any contract or agreement assumed by or otherwise transferred to the Authority; (3) any asset transferred to and accepted by the Authority, including but not limited to real property, personal property, equipment and apparatus. It is also understood and agreed that, pursuant to Government Code section 895.4, the Authority shall fully indemnify, defend, protect and hold harmless the Indemnified Parties from any liability imposed for injury occurring by reason of any acts or omissions on the part of the Authority.

C. Each Member Agency agrees that it shall fully indemnify, defend, protect and hold harmless the Authority and the other Member Agencies, and their respective officers, employees, agents and representatives from any and all claims or damages, actual or alleged, arising out of that individual Member Agency's negligence or wrongful acts or omissions. Any loss or liability resulting from the negligent acts, errors, or omissions of the Board, Chiefs, Administrator, and/or staff, while acting within the scope of their authority under this Agreement, shall be borne by the Authority exclusively. The provisions of this Section 17 shall survive the termination or expiration of this Agreement.

SECTION 18. Successors

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto.

SECTION 19. Dispute Resolution

This Section shall govern all disputes arising out of this Agreement.

A. Mediation

1. Upon delivery of a written request for mediation by a Member Agency to the Secretary of the Authority, any dispute concerning this Agreement may be submitted to a mutually acceptable mediator. The decision of the mediator shall not be final or binding unless otherwise agreed to in writing by the parties. Mediation shall be required before either party may proceed to litigation. Costs for mediation shall be shared equally between the Member Agency requesting mediation and the Authority.

2. All mediation proceedings, results and documentation, shall be non-binding and inadmissible for any purpose in any legal proceeding (pursuant to California Evidence Code Sections 1115 through 1128), unless such admission is otherwise agreed upon in writing by the Member Agency seeking mediation and the Authority.

B. Performance Required During Dispute

Nothing in this Section shall relieve the Authority or any Member Agency from its obligation to perform all obligations under this Agreement. The Authority and the Member Agencies shall be required to comply with this Agreement, including the performance of all disputed activity and disputed payments, pending the resolution of any dispute under this Agreement.

SECTION 20. Notice to State

A notice of the execution of this Second Amended and Restated Agreement shall be filed by the Authority with the Secretary of State within 30 days of the effective date of the Agreement, pursuant to Section 6503.5 of the Act.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed as of the day and year first above written. The Member Agencies agree that this Agreement may be executed in parts where the sum of the parts equals a whole and that a photocopy or facsimile signature shall be deemed an original.

CITY OF ENCINITAS

By: _____

CITY OF SOLANA BEACH

By: _____

CITY OF SAN MARCOS

By: _____

CITY OF VISTA

By: _____

RANCHO SANTA FE FIRE PROTECTION DISTRICT

By: _____

CITY OF CARLSBAD

By: _____

CITY OF OCEANSIDE

By: _____

NORTH COUNTY FIRE PROTECTION DISTRICT

By: _____

MEMBER AGENCIES

Carlsbad FD
Encinitas FD
North County FPD
Oceanside FD
Rancho Santa Fe FPD
San Marcos FD
Solana Beach FD
Vista FD

North County Dispatch J. P. A.

16936 El Fuego – P. O. Box 410
Rancho Santa Fe, CA 92067
(858) 756-3006 FAX (858) 756-2741



ADMINISTRATOR
Lesli Wilson

June 30, 2009

**Nick Pavone
Fire Chief
Rancho Santa Fe Fire Protection District
PO Box
Rancho Santa Fe, CA 92067**

RE: Leasing Space

Dear Chief Pavone,

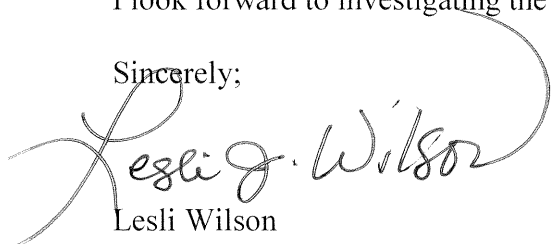
This letter is a follow up to our conversation regarding the opportunity for North County Dispatch Joint Powers Authority, (JPA) to lease space from Rancho Santa Fe Fire Protection District (FPD).

Based on previous discussions regarding the amount of space needed by the JPA and the amount of space available, the JPA is interested in leasing the entire space/office area located on the first floor of the FPD currently occupied by the FPD's Fire Prevention and PIO Staff.

The JPA is also interested in your proposal to potentially share additional office space located on the first floor reception area currently occupied by FPD Administrative Staff.

I look forward to investigating the possibilities.

Sincerely;


Lesli Wilson
Administrator

STAFF REPORT

NO. 09-15

TO: BOARD OF DIRECTORS
FROM: NICHOLAS PAVONE, FIRE CHIEF
SUBJECT: MANAGEMENT SERVICES CONTRACT WITH ENCINITAS,
SOLANA BEACH, AND DEL MAR
DATE: JUNE 29, 2009



BACKGROUND

In June 2006, the Fire District began discussing the concept of cooperative efforts with Encinitas (ENC), Solana Beach (SOL), and Del Mar (DMR). Shortly into the discussions, Encinitas decided that the timing was not right and discontinued their interest in the discussions.

A consultant was hired and a study was performed to identify the efficiencies of cooperative efforts between the three agencies. The results of the study were presented to the RSF Board of Directors in June 2007. The study identified that an opportunity existed for RSF to provide fire management services to SOL and DMR for an initial two-year contract period, with the intent of the services to evolve into some other cooperative effort, i.e. JPA, etc. The Board accepted the recommendation to support committing the District's fire management resources, and pursue discussions with the cities of DMR and SOL to create a fire management services contract.

CURRENT SITUATION

Since June of 2007, discussions have been continuing with SOL and DMR. The Cities have agreed to participate in a fire management services contract and a draft contract has been under review by both agencies.

Recently, the City of Encinitas has expressed a renewed interest to participate in the management services opportunities. The four agencies have been meeting to explore options, as there is a distinct advantage to have all of our surrounding fire agencies involved in the cooperative efforts. The agencies have tentatively agreed to a shared model of management services that would include; ENC providing the Fire Chief, Division Chiefs, Training Chief, Fire Marshal and management Analyst; RSF to provide (3) Battalion Chiefs for emergency response. See attached cost analysis.

RECOMMENDATION

It is not completely clear as to why ENC has a renewed interest to participate in the cooperative efforts; although, it was the original intent that all four "San Dieguito Fire Agencies" participate in the process. There are many advantages to ENC being a participant in the cooperative efforts:

1. ENC is the largest of the four agencies with resources to share.
2. Provides economy of scale and lowers the cost for SOL and DMR
3. Consistent with the goal of reducing redundancy and efficiency.

STAFF REPORT 09-15

There are not any obvious disadvantages at this time, other than “bigger is not always better.” There are many operational details that still need to be considered and a thorough operation plan developed. The chances of long-term success are significantly greater with the combination of the resources, and the commitment of all four agencies.

Staff recommends that the Board approves the concept of the shared management services contract and authorize the Fire Chief to continue negotiations on a contract and operational plan.