



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

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

November 9, 2005
12:00 pm

Roll Call

Pledge of Allegiance

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.

1. Motion Waiving Reading in Full of All Resolutions and Ordinances

2. Public Comment

3. Approval of Minutes

- a. Board of Directors minutes of October 5, 2005 – **APPROVE**

4. Finance

- a. List of Demands – October 2005 – **Information**

List of Demands

Check 14668 thru 14760 for the period October 1 – 31, 2005 totaling: \$180,794.79

Payroll for the period October 1 – 31, 2005 \$389,940.58

TOTAL DISTRIBUTION \$570,735.37

- b. Summary Asset/Liability Statement – September 30, 2005 – **Information**

c. Combined Summary Statement Revenues/Expenditures – **Information**

- d. Quarterly Budget Review (Expenditures) – July 1 – Sep 30, 2005 – **Information**

5. Correspondence

- a. None

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 ensure that reasonable arrangements to assure accessibility to the meeting.

6. Old Business

- a. Consulting Agreement between Rancho Santa Fe Fire Protection District and Erwin L Willis for Computer Technician – **APPROVE**

7. New Business

- a. Contract - *entitled* Specimen Adoption Agreement For 457(B) Deferred Compensation Plan for Governmental Employers – **ADOPT**
- b. Petition for Formal Recognition (Amended) – Rancho Santa Fe Fire Protection District Employee Association (RSFEA) – **Petition Attached**

8. Resolutions/Ordinances

- a. Resolution No. 2005-013 – entitled a Resolution of the Rancho Santa Fe Fire Protection District Authorizing Investment of Monies in the Local Agency Investment Fund – **ADOPT**

9. Reports

- a. Fire Chief
 - o Battalion Chief Recruitment – Update
 - o PERS Conference
 - o Regionalization Study (ESCI) - Update
- b. Deputy Chiefs
 - i. Operations/Training - Michel
Monthly Report – October 2005
- c. Fire Marshal - Hunter
 - o Monthly Report – October 2005
 - o Weed Abatement
- d. Administrative Manager – Rannals
- e. Board of Directors
 - i. North County Dispatch JPA – Update
 - ii. County Service Area – 17 – Update
 - iii. Comments

10. Closed Session

- a. With respect to every item of business to be discussed in closed session pursuant to Section 54957.6:
CONFERENCE WITH LABOR NEGOTIATORS
Agency designated representatives: Randy Malin, Director; Nancy Hillgren, Director
Employee organization: Rancho Santa Fe FPD Employee Association (RSFEA)

11. Announcement of Closed Session

12. Adjournment



**RANCHO SANTA FE FIRE PROTECTION DISTRICT
REGULAR BOARD OF DIRECTORS MEETING
MINUTES – October 5, 2005**

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

Meeting Called to Order/Roll Call

Director Ashcraft called the meeting to order at 12:00 p.m.

Directors Present: Ashcraft, Douglas, Hillgren, Malin
Directors Absent: Hickerson
Staff Present: Nick Pavone, Fire Chief; Don Butz; Deputy Chief; Tony Michel, Deputy Chief;
Cliff Hunter, Fire Marshal; Karlana Rannals, Board Clerk

Pledge of Allegiance

Chief Butz led the assembly in the *Pledge of Allegiance*.

1. Motion Waiving Reading in Full of all Resolutions and Ordinances

MOTION BY DIRECTOR MALIN, SECOND BY DIRECTOR HILLGREN, and CARRIED 4 AYES; 0 NOES; 1 ABSENT (Hickerson); 0 ABSTAIN to waive reading in full all Resolutions and Ordinances.

2. Public Comment

None

3. Approval of Minutes

MOTION BY DIRECTOR MALIN, SECOND BY DIRECTOR DOUGLAS, and CARRIED 3 AYES; 0 NOES; 1 ABSENT; 1 ABSTAIN to approve and file:

a. Board of Directors regular meeting minutes held September 14, 2005

4. Finance

a. *List of Demands* – September 1 – 30, 2005 – Monthly report reviewed and filed.

5. Correspondence

None

6. Old Business

None

7. New Business

a. Consultant Agreement – Computer Services

Chief Pavone distributed a copy of the contract approved at the July 6, 2005 Board of Directors meeting. He reported that upon review of the contract and after consulting with legal counsel there is a conflict in the language. The conflict is between references as an independent contractor and the references as an employee. He requested information regarding the intentions of the Board.

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Rancho Santa Fe Fire Protection District Board of Directors

October 5, 2005

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The Board informed Chief Pavone that their intent was to create an independent contractor relationship and acknowledged the need to modify and amend the contract appropriately. Chief Pavone will work with legal counsel to amend the contract to create an independent contractor for computer maintenance

8. Reports

a. Fire Chief

- Zone Coordinator – Chief Pavone reported that he is currently serving as the Acting Zone Coordinator. Chief Willis served during his tenure with the District in this assignment. He explained the responsibilities with this assignment and informed the Board that the Zone Chiefs will conduct a vote for the assignment at their next meeting.
- Resignation of Deputy Chief Don Butz – he informed the Board that Chief Butz had submitted his resignation effective October 7, 2005. He accepted the position as Fire Chief for Viejas Indian Reservation. The Board congratulated Chief Butz and offered best wishes for continued success.
- Battalion Chief Recruitment – Update – he reported that because of Chief Butz resignation interviews were held on October 4 to fill a temporary acting Battalion Chief position. He reported that Captain Mark Richards was the successful candidate and will begin his new assignment on October 7. The recruitment process to fill the newly created Battalion Chief positions has begun. He anticipates that the process will be completed and all positions will be filled by January 1.
- Fairbanks Station Replacement – he informed the Board that the church Board of Directors had not approved the contract because they have not yet met.

b. Deputy Chiefs

i. Operations – Michel

- Monthly Report – September 2005 – Chief Michel reported that the previous month was busy with the District responding with four strike teams. In the 4S Ranch area a residential fire occurred in the garage in which the fire was extinguished by a fire sprinkler.

ii. EMS/Special Projects – Butz

- Chief Butz reported that the County of San Diego policy for narcotics was modified for compliance with the DEA. The District has modified its policy to comply with the County EMS requirements and have created a central storage system for narcotics.
- Chief Butz expressed his thanks and appreciation for the experience and opportunities offered him during his employment with the District.

iii. Training – Michel

- Monthly Report – September 2005 – reviewed monthly training calendar and reviewed the highlights of the training activity.
 - Training with other jurisdictions on hose lays.
 - The 4th CERT Training Academy to began September 21 and completion will occur on October 22, 2005.

Minutes

Rancho Santa Fe Fire Protection District Board of Directors

October 5, 2005

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c. Fire Marshal – Hunter

- Monthly Report – September 2005 – September’s construction activity dropped significantly from the previous month but the bureau is still busy.
- Weed Abatement – he modified the monthly report to include a progress report for the top fire hazard areas of the District.

d. Administrative Manager – Rannals

- No report.

e. Board of Directors

i. North County Dispatch JPA – Update

- Director Ashcraft – next meeting scheduled for October 27, 2005. He reported that the JPA received a letter of intent from the City of Oceanside to join the JPA. This topic will be discussed at the next meeting. When Oceanside joins the JPA, it will add an additional 11,000 calls to the workload.

ii. County Service Area – 17 – Update:

- Director Hickerson – no report.

iii. Comments

- Ashcraft – inquired if there was a process in which the District could practice evacuations. Chief Pavone responded that this would be difficult and that the Fire District does not have the authority however, the District has developed a plan along with the Sheriff’s department. He agreed to provide a copy of the evacuation maps to the board members.
- Hillgren – congratulated and welcomed the new fire chief to the District.
- Malin – he requested that if the Board has any questions about the plan presented at the last meeting to contact him. He inquired if the Board would be revising the budget and staff informed the Board that this is a planned action item for February 2006.

9. Closed Session

Pursuant to Government Code, section 54957.6 the Board of Directors convened in a closed session from the hour of 1:30 pm to 2:45 pm. They met to discuss the following items:

Agency Negotiator: Nicholas Pavone, Fire Chief

Unrepresented Employee:

1. Deputy Chief (1)
2. Battalion Chiefs (4)
3. Fire Marshal (1)
4. Administrative Manager (1)

10. Announcement of Closed Session

President Ashcraft reported that the Board of Directors met in closed session to review and discuss options for wages and benefits for identified personnel.

11. Resolutions/Ordinances

- a. Resolution No. 2005-012 – *entitled* a Resolution of the Rancho Santa Fe Fire Protection District Establishing Salaries and Benefits for Administrative Personnel of the District

President Ashcraft reported that because of closed session, the board agreed to amend Section VIII – vacation accrual to the following:

VIII. VACATION ACCRUAL

Annual vacation accrual hours shall be based upon years of service in accordance with the following:

0 - 5 years	80 hours
6 - 10 years	120 hours
11 - 15 years	136 hours
16 - 20 years	160 hours
21 + years	200 hours

Note: The Fire Chief is authorized to negotiate the starting vacation accumulation for management staff members new to the District.

MOTION BY DIRECTOR MALIN, SECOND BY DIRECTOR HILLGREN, to adopt as amended Resolution No. 2005-012. Motion approved on the following roll call vote:

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

12. Adjournment

Meeting adjourned at 2:52 pm.

Karlana Rannals
Secretary

James H Ashcraft
President

RANCHO SANTA FE FIRE PROTECTION DISTRICT

List of Demands - October 2005

Check	Amount	Vendor	Purpose
14668	\$280.41	AT&T	Telephone
14669	\$144.00	Balignasay, Connie P.	Medical Reimbursement
14670	\$175.00	Bearcom	Radio (Mobile) Repair
14671	\$55.00	CCAI	Association Dues
14672	\$44.18	COMPUSA, Inc.	Computer Equipment/Parts
14673	\$2,411.50	County of SD/RCS	800 MHz Network Admin Fees
14674	\$810.84	Dapper Tire Co Inc	Tires & Tubes
14675	\$1,369.30	Del Mar Office Supplies, Inc.	Office Supplies
14676	\$511.57	EDCO Waste & Recycling Inc	Trash Disposal
14677	\$496.07	Employment Devlp. Department	Unemployment Insurance
14678	\$2,442.67	First American Real Estate	Computer - License
14679	\$116.00	Foster, Richard S.	Medical Reimbursement
14680	\$8,443.17	G S A	Safety Equipment
14681	\$5,379.50	IMPAC Government Services	Cal-Card./IMPAC program
14682	\$216.50	IPS - Printers	Outside Printing & Binding
14683	\$548.00	Jerome, John	Medical Reimbursement
14684	\$3,032.00	Konica Minolta Business Inc	Copier Maintenance Contract - Annual
14685	\$140.00	McQuead, David C	Reimbursement - Suppression Local Conf/Seminars
14686	\$271.47	Medtronic Physio-Control Inc	Rebill CSA-17
14687	\$16,197.00	Ninyo and Moore Inc	Fuel Tank Removal
14688	\$19,979.25	North County Dispatch JPA	Dispatching
14689	\$1,428.94	North County Emergency Vehicle	Scheduled Maintenance and Repairs
14690	\$11,483.91	OCHS Oil Inc	Gasoline & Diesel Fuel
14691	\$1,240.44	Olivenhain Municipal Water	Water
14692	\$236.30	Santa Fe Irrigation District	Water
14693	\$291.46	SBC/MCI	Telephone
14694	\$96.95	Taber Julie	Public Education Material

RANCHO SANTA FE FIRE PROTECTION DISTRICT

List of Demands - October 2005

Check	Amount	Vendor	Purpose
14695	\$45.00	Terminix International	Building Monthly Service Contract
14696	\$18.00	U P S	Shipping Service
14697	\$81.35	Waxie Sanitary Supply	Janitorial Supplies
14698 thru 14699		<i>VOIDED Checks</i>	<i>VOIDED Checks</i>
14700	\$349.41	1-800-Conference(R)	Telephone - Conference
14701	\$95.70	Airgas Inc	Rebill CSA-17
14702	\$48.91	AT&T	Telephone
14703	\$60.00	Balignasay, Connie P.	Medical Reimbursement
14704	\$1,161.73	Boman, Karl	Reimbursement Suppression Local Conf/Seminars/Class B License/Medical
14705	\$7,343.00	Charles Z Fedak & Company	Consulting Services - Annual Audit
14706	\$1,713.00	Garrett Electric Inc	Buildings - Repair
14707	\$140.00	Heartland Fire Training	Prevention - Local Conference/Seminars
14708	\$120.00	Hunter, Cliff	Reimbursement - On Line Services
14709	\$117.31	IPS - Printers	Outside Printing & Binding
14710	\$601.25	L N Curtis & Sons Inc	Safety Equipment
14711	\$1,050.00	M & M Window Tinting	Station Maintenance - Tinting the Bay Door Windows
14712	\$209.00	Moscato, Joseph D.	Medical Reimbursement
14713	\$21.54	Napa Auto Parts Inc	Apparatus Parts & Supplies
14714	\$3,120.00	Palomar College District	In-Service Training Program
14715	\$297.39	PBCC	Equipment Rental
14716	\$6,000.00	Reserve Account Inc	Postage for the meter machine
14717	\$3,454.13	San Diego Gas & Electric	Elec/Gas/Propane
14718	\$183.67	SBC/MCI	Telephone
14719	\$730.37	Stephen J Fitch & Associates	Legal Services
14720	\$2,647.12	Strategic Energy LLC	Elec/Gas/Propane
14721	\$32.79	U P S	Shipping Service
14722	\$207.77	Waste Management Inc	Trash Disposal

RANCHO SANTA FE FIRE PROTECTION DISTRICT

List of Demands - October 2005

Check	Amount	Vendor	Purpose
14723	\$710.45	Waxie Sanitary Supply	Janitorial Supplies
14724	\$518.00	Accme Janitorial Service Inc	Building Monthly Service Contract
14725	\$1,217.75	Compressed Air Specialties Inc	BA Compressor Maintenance
14726	\$65.00	Dorse, Blake	Class B License Reimbursement
14727	\$15.09	FedEx	Shipping Service
14728	\$674.32	Irvine Valley Air Condit. Inc	Building Service/Repair Contract
14729	\$503.27	Jefferson Pilot Financial Insu	Disability/Life Insurance
14730	\$240.00	Kratz Truck & Tire - Mobile	Tires & Tubes
14731	\$193.84	Long Beach Uniform Co. Inc.	Safety Personnel Uniforms
14732	\$65.00	Lorenzo, Paul	Reimbursement - Class B License
14733	\$1,568.77	North County Emergency Vehicle	Apparatus Repair/Scheduled Maintenance
14734	\$287.25	Olson's Hand Car Wash Inc	Car Wash
14735	\$325.34	Pitney Bowes	Office Supplies
14736	\$803.39	Premier Signs LLC	Apparatus Miscellaneous
14737	\$1,156.65	San Diego Gas & Electric	Elec/Gas/Propane
14738	\$427.23	SBC/MCI	Telestaff Line/Telephone
14739	\$18.00	U P S	Shipping Service
14740	\$2,370.24	Waxie Sanitary Supply	Janitorial Supplies
14741	\$16.10	AT&T Home	Telephone
14742	\$766.24	Balignasay, Connie P.	Medical Reimbursement
14743	\$285.00	Blackburn, Sara N	Medical Reimbursement
14744	\$91.00	Dorse, Blake	Medical Reimbursement
14745	\$1,056.56	Fire ETC Inc	Safety Equipment
14746	\$40,073.36	Health Net	Medical Insurance
14747	\$1,426.86	Irvine Valley Air Condit. Inc	Building Service/Repair Contract
14748	\$301.13	L N Curtis & Sons Inc	Boots Safety
14749	\$414.51	Long Beach Uniform Co. Inc.	Safety Personnel Uniforms

RANCHO SANTA FE FIRE PROTECTION DISTRICT

List of Demands - October 2005

Check	Amount	Vendor	Purpose
14750	\$835.46	North County Emergency Vehicle	Scheduled Maintenance and Repairs
14751	\$6,845.00	Olivenhain Municipal Water	Sewer - Annual Invoice
14752	\$698.72	Pedretti Service Station Maint	Refuel Facility Repair
14753	\$1,320.60	Rose Business Solutions Inc	Program Upgrade/Software Enhancement
14754	\$2,135.69	RRM Design Group Inc	Admin Bldg Remodel/Addition
14755	\$70.04	SBC	Telephone
14756	\$995.06	SBC/MCI	Telephone
14757	\$4,152.00	Terminix International	Building Service Contract - also Tenting of FBR Station
14758	\$18.00	U P S	Shipping Service
14759	\$150.00	U S Postal Service	Bulk Rate/Business Reply Permit
14760	<u>\$294.00</u>	Wood, Tim	Medical Reimbursement
Sub-total	\$180,794.79		
10/15/2005	\$188,210.91	Rancho Santa Fe FPD	Payroll
10/31/2005	<u>\$201,729.67</u>	Rancho Santa Fe FPD	Payroll
Sub-total	\$389,940.58		
TOTAL	<u>\$570,735.37</u>		

COMBINED SUMMARY STATEMENT CASH ASSETS & LIABILITIES

Assets	PERIODS			
	June 30, 2005	July 31, 2005	August 31, 2005	September 30, 2005
Current Assets				
Cash	\$4,661,766	\$4,830,524	\$4,446,757	\$4,008,894
GF Accounts Receivable	\$942,633	\$395,495	\$127,025	\$126,942
Fire Mitigation	\$1,021,396	\$1,579,230	\$1,588,752	\$1,588,752
FMF Accounts Receivable	\$567,356	\$9,522	\$0	\$549,212
ALS (Paramedic)	\$22,525	\$22,673	\$22,673	\$22,829
PASIS (Workers Compensation)	\$634,234	\$634,234	\$634,234	\$634,242
PERS (Prepaid)	<u>\$2,500,000</u>	<u>\$2,500,000</u>	<u>\$2,500,000</u>	<u>\$2,500,000</u>
TOTAL ASSETS	<u>\$10,349,910</u>	<u>\$9,971,677</u>	<u>\$9,319,440</u>	<u>\$9,430,871</u>
 Liabilities				
Current Liabilities				
Accounts Payable	\$109,932	\$296,321	\$0	\$0
Accrued Expenses	\$466,023	\$424,723	\$424,723	\$479,853
Other Payables	<u>\$296</u>	<u>\$296</u>	<u>\$296</u>	<u>\$296</u>
TOTAL LIABILITIES	\$576,250	\$721,340	\$425,019	\$480,149
 Long Term Liabilities				
CalPERS	\$1,758,728	\$1,566,284	\$1,566,284	\$1,566,284
IBNR Liability (Workers Compensation)	\$418,482	\$418,842	\$418,842	\$418,842
Soil Contamination	<u>\$500,000</u>	<u>\$500,000</u>	<u>\$500,000</u>	<u>\$500,000</u>
TOTAL LONG TERM LIABILITIES	\$2,677,210	\$2,485,126	\$2,485,126	\$2,485,126
Fund Balance	\$18,954			
Restricted Reserves				
Fire Mitigation	\$1,588,752	\$1,588,752	\$1,588,752	\$2,137,964
ALS (Paramedic)	\$22,525	\$22,525	\$22,525	\$22,829
PASIS (Workers Compensation)	\$634,234	\$634,234	\$634,234	\$634,242
General Fund Reserves				
Depreciation	\$2,488,170	\$2,488,170	\$2,488,170	\$2,488,170
Unspecified	<u>\$2,362,769</u>	<u>\$2,031,531</u>	<u>\$1,675,615</u>	<u>\$1,182,391</u>
TOTAL FUND BALANCE	\$7,096,449	\$6,765,211	\$6,409,295	\$6,465,596
TOTAL LIABILITIES & FUND BALANCE	<u>\$10,349,910</u>	<u>\$9,971,677</u>	<u>\$9,319,440</u>	<u>\$9,430,871</u>

Combined Summary Statement of Revenues, Expenditures

2005-2006

	General Fund			FMF			FY 06 TOTAL
	Budget - FY 06	30-Sep	%	Budget - FY 06	30-Sep	%	
REVENUES							
Property Taxes/Benefit Fee	\$7,632,300	\$294,363					\$7,632,300
Fees	\$535,504	\$211,221		\$1,000,000	\$538,815		\$1,535,504
Interest	\$106,941	\$15,094		\$41,000	\$10,396		\$147,941
Lease	\$78,786	\$16,479					\$78,786
Other	\$1,105,213	\$209,028		\$0	\$0		\$1,105,213
Total Revenues	\$9,458,745	\$746,185	7.9%	\$1,041,000	\$549,212	52.8%	\$10,499,745
EXPENDITURES							
Personnel							
Salaries	\$4,863,851	\$1,132,676					\$4,863,851
Employee Benefits	\$1,992,579	\$502,380					\$1,992,579
Contractual Services							
Administration Fees	\$137,100	\$8,814					\$137,100
Advertising	\$5,400	\$172					\$5,400
Association Dues	\$6,200	\$841					\$6,200
Dispatching	\$85,200	\$27,971					\$85,200
Equipment Rental & Repairs	\$34,300	\$4,614					\$34,300
Insurance	\$60,900	\$54,133					\$60,900
Laundry Service	\$1,500	\$0					\$1,500
Legal	\$20,000	\$1,268					\$20,000
Licenses and Permits	\$3,300	\$1,514					\$3,300
Meetings & Meals	\$5,800	\$1,287					\$5,800
Other Professional Services	\$145,800	\$28,373					\$145,800
Service Agreements	\$26,900	\$3,239					\$26,900
Soil Contamination	\$321,700	\$50,839					\$321,700
Training	\$64,500	\$8,971					\$64,500
Utilities	\$148,600	\$27,136					\$148,600
Vehicle Maintenance & Repairs	\$57,600	\$51,259					\$57,600
Materials & Supplies							
Office	\$63,000	\$11,098					\$63,000
Fuel	\$60,000	\$7,007					\$60,000
Safety Clothes & Equipment	\$39,500	\$14,477					\$39,500
Other Material & Supplies	\$246,100	\$38,938					\$246,100
Capital Outlay							
Assets	\$31,800	\$845					\$31,800
Fleet Reserve	\$48,000	\$0					\$48,000
Projects	\$0			\$617,200	\$27,610		\$617,200
Depreciation	\$567,470	\$0		\$0			\$567,470
Total Operating Expenditures	\$9,037,101	\$1,977,852	21.9%	\$617,200	\$27,610	4.5%	\$9,654,301
Long Term Debt Payment - PERS	\$421,644	\$0					\$421,644
Total Expenditures	\$9,458,745	\$1,977,852		\$617,200	\$27,610		\$10,075,945
Cash Surplus (Deficit)	\$567,470	(\$1,231,667)		\$423,800	\$521,602		\$945,402

**RANCHO SANTA FE FIRE PROTECTION DISTRICT
EXPENDITURES FOR FISCAL YEAR 2006**

July 1, 2005 thru September 30, 2005

	BUDGETED EXPENDITURE FY 2006	ESTIMATED EXPENDITURE FY 2006	% OF BUDGET
PERSONNEL COSTS			
Salaries & Wages - Staff	3,882,351	905,162	23.31%
Overtime	815,325	216,846	26.60%
Emergency Response Compensation	40,000	10,668	26.67%
Holiday Pay	126,176		0.00%
Workers' Compensation	65,000	29,800	45.85%
Retirement	1,119,093	274,250	24.51%
Health Insurance	709,532	173,805	24.50%
Life Insurance & Long Term Disability	8,600	2,061	23.97%
Unemployment Insurance	12,600	496	3.94%
Labor (Temporary)	10,000	845	8.45%
Paramedic Incentive Pay	7,200	4,800	66.67%
Medicare Tax	54,240	13,367	24.64%
Social Security Tax	6,315	2,956	46.82%
PERSONNEL (Subtotal)	6,856,431	1,635,057	23.85%

	BUDGETED EXPENDITURE FY 2006	ESTIMATED EXPENDITURE FY 2006	% OF BUDGET
OPERATIONAL COSTS - CONTRACTURAL			
Administrative Fees	137,100	8,814	6.43%
Advertising	5,400	172	3.18%
Association Dues	6,200	841	13.56%
Building/Facility Lease	0		
Dispatching	85,200	27,971	32.83%
Engineering Services	0		
Equipment Rental	9,100	1,707	18.76%
Equipment Repair	25,200	2,907	11.53%
Soil Contamination Cleanup	321,700	50,839	15.80%
Insurance	60,900	54,133	88.89%
Laundry Service	1,500		0.00%
Legal Services	20,000	1,268	6.34%
Local Meeting/Meal Expense	5,000	1,252	25.05%
Other Contractual Services	62,600	5,320	8.50%
Other Professional Services	83,200	23,053	27.71%
Other Rentals	200		0.00%
Service Agreements	23,900	2,900	12.14%
Subscriptions	2,800	338	12.09%
Training	64,500	8,971	13.91%
Mileage Reimbursement	800	34	4.31%
Permits	3,300	1,514	45.88%
Utilities			
Electricity	68,500	16,017	23.38%
Telephone	44,400	7,861	17.71%
Trash	8,000	1,535	19.19%
Sewer	15,400		0.00%
Water	12,300	1,722	14.00%
Vehicle Maintenance (Scheduled)	20,400	22,258	109.11%
Vehicle Repair	37,200	29,001	77.96%
CONTRACTURAL COSTS (Subtotal)	1,124,800	270,430	24.04%

	BUDGETED EXPENDITURE FY 2006	ESTIMATED EXPENDITURE FY 2006	% OF BUDGET
MATERIALS & SUPPLY			
Apparatus	33,800	4,487	13.27%
Audio Visual	2,100		0.00%
Books	3,300	550	16.66%
Computer	46,700	5,305	11.36%
Electrical Supplies	400		0.00%
Fire Hose, Nozzles & Supply	9,500		0.00%
Firefighting Foam	1,000		0.00%
Fire Prevention	500	61	12.14%
Food for Major Emergencies	1,000	34	3.43%
Fuel	60,000	7,007	11.68%
Furnishings	3,500	1,043	29.79%
Grants	0	212	
Hydrant Maintenance	900	94	10.44%
Janitorial	16,800	3,461	20.60%
Knox Replacement	500		
Landscape	1,000	126	12.61%
Lumber/Screws/Nails	500		0.00%
Maps	1,000		0.00%
Medical Supplies	400		0.00%
Miscellaneous	1,000	32	3.19%
Office - General	63,000	11,098	17.62%
Paint	300	69	22.94%
Program Supplies	10,000	933	9.33%
Public Education	11,800	3,745	31.73%
Radio	7,300	579	7.93%
Rock, Sand, Gravel	500		
Safety	39,500	14,477	36.65%
Station Maintenance	43,200	8,957	20.73%
Station Supplies/Replacements	2,000	1,069	53.45%
Street Signs & Markers	1,700		0.00%
Tools	1,600	223	13.93%
Training (Expendable Supplies)	10,200	575	5.64%
Trophy, Awards & Proclamations	5,000	3,799	75.98%
Uniforms	28,600	3,585	12.53%
MATERIAL & SUPPLY (Subtotal)	408,600	71,520	17.50%

	BUDGETED EXPENDITURE FY 2006	ESTIMATED EXPENDITURE FY 2006	% OF BUDGET
OPERATIONAL COST SUMMARY			
Personnel	6,856,431	1,635,057	23.85%
Contractural	1,124,800	270,430	24.04%
Material & Supply	408,600	71,520	17.50%
TOTAL COSTS	8,389,831	1,977,007	23.56%
BEFORE CAPITAL OUTLAY			

CAPITAL	BUDGET FY 2006	ACTUAL FY 2006
Administration		
Emergency Response		
LifePak 12	24,000	
Facilities and Furniture		
Safety Improvements	7,800	845
Fire Prevention		
Fitness and Health Maintenance		
Safety		
Training		
<i>Capital Purchases - General Fund</i>	<u>31,800</u>	<u>845</u>
FIRE MITIGATION FUND		
Computer - Server	<u>27,000</u>	<u>26,309</u>
Aministration Building Addition	<u>434,000</u>	<u>1,300</u>
Architectural Services	<u>6,000</u>	
Training Facility Storage Building	<u>100,000</u>	
Safety Improvements	<u>18,200</u>	
Tele-video Equipment	<u>32,000</u>	
<i>Capital Purchases - Fire Mitigation Fund</i>	<u>617,200</u>	<u>27,610</u>

CAPITAL <i>Reserve Funds</i>	BUDGET FY 2006	ACTUAL FY 2006
Apparatus Replacement Reserves		
0183 - Command Vehicle	48,000	
<i>Capital Purchases - Apparatus Replacement Fund</i>	48,000	0
Vehicle Replacement Reserves		
<i>Capital Purchases - Vehicle Replacement Fund</i>	0	
Equipment Replacement Reserves		
<i>Capital Purchases - Equipment Replacement Fund</i>	0	
Facility Replacement Reserves		
<i>Capital Purchases - Facility Replacement Fund</i>	0	
Fire Mitigation Fund Reserves		
<i>Capital Purchases - Fire Mitigation Fund Reserves</i>	0	
General Reserves		
<i>Capital Purchases - General Reserves</i>	0	
Total Capital Purchases	697,000	28,454

CONSULTING AGREEMENT
between
RANCHO SANTA FE FIRE PROTECTION DISTRICT
and
ERWIN L. WILLIS

This Agreement (“**Agreement**”) is made this 1st day of December 2005 (“**Effective Date**”), by and between RANCHO SANTA FE FIRE PROTECTION DISTRICT, a political subdivision (“**District**”), and ERWIN L. WILLIS (“**Consultant**”).

RECITALS

WHEREAS, District desires to retain the consulting services of Consultant as a computer technician; and

WHEREAS, Consultant desires to accept said contract to provide consulting services as a computer technician to District.

NOW, THEREFORE, in consideration of the mutual covenants in this Agreement, the parties agree as follows:

ARTICLE 1
Provision of Services

Section 1.1. District hereby agrees to contract with Consultant for services as a computer technician to perform the functions and duties set forth in this Article.

Section 1.2. Consultant shall be responsible for maintaining all District computer equipment that includes but is not limited to: 4 servers; 24 desktop computers, 15 laptop computers, 4 scanners, 19 printers; and associated software (“Computer Equipment”).

Section 1.3. Consultant shall provide District’s employees as requested with assistance and instruction on the operation of District’s Computer Equipment.

Section 1.4. Consultant shall strive to respond to any request for service on Computer Equipment within 2 hours, but in no case more than 24 hours or the “the next business day” which ever is longer, or provide a qualified technician that can respond in this time frame.

Section 1.5. Consultant shall submit to District by the 10th of each month a service summary report of activities for the prior month.

ARTICLE 2
Term of Agreement

Section 2.1. The term of this Agreement shall commence upon the Effective Date and shall terminate on September 30, 2006, unless sooner terminated as provided herein.

Section 2.2. The Agreement can be extended for up to three (3) additional one (1) year terms if mutually agreed to by the District and Consultant. Either Party shall provide notice in writing of their intention to renew at least sixty (60) days prior to the expiration of the Agreement, or of the prior renewal term. The compensation to be paid Consultant during each renewal term shall be no more than the prior years compensation with an increase equal to the increase of the CPI Index for San Diego over the previous 12 months. Nothing contained herein shall prevent the District and Consultant from mutually agreeing in writing on a different amount for compensation during any renewal term.

Section 2.3. Nothing contained in this Article shall prevent, limit or otherwise interfere with the right of either Party to terminate this Agreement in accordance with the provisions of Article 5.

ARTICLE 3
Compensation

Section 3.1. District shall pay to Consultant a monthly fee of Three Thousand Seven Hundred Fifty Dollars (\$3,750.00) for the performance of the services described in this Agreement.

Section 3.2. District shall reimburse Consultant for the monthly cost for an ISDN connection between the District's facility and the Consultant's home. This connection will facilitate monitoring of the District's computer equipment.

Section 3.3. District shall provide to the Consultant, at no cost, existing District computer equipment currently used by Consultant.

ARTICLE 4
Representations, Warranties and Obligations of Consultant

Section 4.1. Expertise. Consultant has the ability, experience and personnel to provide the services described in Article 2 above.

Section 4.2. Reputation and Goodwill. Consultant shall use his best efforts to enhance the reputation and goodwill associated with District by the services provided to District by Consultant and shall not engage in any activity, conduct or practice which is contrary to the business interest of District.

ARTICLE 5
Termination

Section 5.1. Events of Termination. This Agreement shall terminate upon the occurrence of any of the following events:

(a) Financial Affairs. Either party may terminate this Agreement by giving written notice of termination to the other party at any time upon or after the filing by the said other party of a petition in bankruptcy or insolvency or upon any other proceeding or action by or against the other party under the relevant law concerning insolvency or bankruptcy, or after the making by the said other party of any assignment or attempted assignment for the benefit of creditors or upon or after the institution of any proceedings for the liquidation or winding up of the said other party's business or for the termination of this corporate charter. In the event any such notice is given, this Agreement shall terminate immediately upon receipt of said notice by the notified party.

(b) Notice. Either party may terminate this Agreement by giving thirty (30) days written notice of termination to the other party at any time. In the event of termination, Consultant shall be compensated through the date of termination. Upon termination Consultant shall immediately deliver to District all computers and software owned by District in the possession of Consultant; manuals, data, repair notes, Confidential Information and other data in Consultant's possession regarding the District.

(c) Other Breaches. If either party fails to conform to any of the terms or conditions of this Agreement, the other party may terminate this Agreement effective ten (10) days after the breaching party's receipt of the other party's notice of intention to terminate, unless within five (5) days after the date of such receipt the breaching party shall fully and completely remedy such breach.

Section 5.2. Consequences of Termination. Termination of this Agreement for any reason shall be without prejudice to any and all rights and remedies which either party may have under this Agreement, and shall have the following immediate consequences.

ARTICLE 6
Assignment

Section 6.1. Notwithstanding any other reference in this Agreement to the contrary, neither this Agreement nor any of its rights or privileges shall be sold, assigned, transferred, shared, divided or encumbered, by operation of law or otherwise, by Consultant without the prior express written consent of District. Any attempt by Consultant to take any such action without such consent shall be null and void and shall constitute a material breach of this Agreement.

ARTICLE 7

Arbitration

All disputes under this Agreement shall be resolved between the parties by arbitration pursuant to the following conditions, terms and rules.

Section 7.1. Notice of Dispute. Upon the determination that a dispute exists, either party (the "Demanding Party") may notify the other in writing, pursuant to the notice provisions of this Agreement: (a) that a dispute exists between them; (b) of the contentions concerning the dispute; (c) that it demands arbitration pursuant to this Section; and (d) of its nomination of an arbitrator (nominee) to act under this Agreement. Within ten (10) days of the date on which such Notice of Dispute is received by the other party (the "Responding Party"), the Responding Party shall respond in writing (the "Response") to the Demanding Parties nominee for arbitrator or shall nominate its own arbitrator. Such Response shall be given in accordance with the notice provisions of this Agreement.

Section 7.2. Selection of Arbitrator. If the parties have agreed on the selection of an arbitrator, he shall be appointed and shall act as arbitrator in accordance with the Agreement. If the parties have not so agreed, upon receipt of the Response by the Demanding Party, the Demanding Party shall institute an arbitration with the San Diego office of the American Arbitration Association in accordance with this Agreement.

Section 7.3. Conduct of Arbitration. The arbitration proceeding shall be conducted by the arbitrator in accordance with all of the rules of the American Arbitration Association.

Section 7.4. Powers of Arbitrator. The arbitrator appointed under this Section shall have the power and jurisdiction to schedule one or more arbitration hearings, take testimony, and receive and exclude all forms of evidence and decide all disputes between the parties presented to him during the pendency of this appointment. The decision of the arbitrator shall be binding upon all parties, shall be in writing, shall become final ten (10) days after it is rendered and served pursuant to the notice provisions of this Agreement, and shall be non-applicable. The provisions of the California Rules of Civil Procedure concerning discovery, as amended from time to time, are incorporated in this Agreement and shall become part of and govern the conduct of all arbitration matters. The arbitrator shall have the power to decide all disputes over the conduct of all discovery performed in connection with the arbitration, including, without limitation, the types of discovery conducted, the order in which it is conducted, and the quantity of discovery devices used by each party.

Section 7.5. Enforcement of Decision. The decision of the arbitrator shall be submitted to the Superior Court of the County of San Diego within thirty (30) days following its receipt by the party designated in the decision by the arbitrator. Such party shall submit to the Superior Court a form of judgment incorporating the decision of the arbitrator, and such judgment, when signed by a Judge of the Superior Court, shall become final for all purposes and shall be entered by the Clerk of the Superior Court on the judgment roll of the Court and shall thereafter be sufficient to support the levy of execution in accordance with its terms.

Section 7.6. Termination of Arbitration. Upon written consent of all parties or upon the expiration of thirty days (30) following service of the arbitrator's decision, whichever event occurs first, the arbitration proceeding shall be deemed to be terminated and the powers of the arbitrator shall cease.

Section 7.7. Compensation of Arbitrator and Costs. Prior to the conclusion of the proceeding, the parties shall pay all fees, charges and costs assessed by the arbitrator equally. Such fees shall be paid in full by the parties in accordance with the arbitrator's requirements. The arbitrator shall, at the conclusion of the proceeding, and as part of his decision, order the defaulting party to pay to the prevailing party one hundred percent (100%) of all of the arbitrator's fees, costs, and charges actually paid by the prevailing party. The intent of this subsection is expressly to impose upon the defaulting party sole responsibility for all fees, costs and charges of the arbitrator.

ARTICLE 8

Proprietary Rights and Ownership

Section 8.1. District Intellectual Property. District shall retain all proprietary rights in and to its intellectual property ("District Intellectual Property"), including, but not limited to, all copyrights, patents, trademarks, trade secrets, products, equipment, modifications, updates and enhancements thereof or any other aspect thereto, and any other trademarks and logos which are owned or controlled by District and made available to Consultant through this Agreement or otherwise. No implied licenses are granted herein, and Consultant may not use any District Intellectual Property except pursuant to any limited rights expressly granted in this Agreement.

Section 8.2. Work Product. Consultant agrees that District shall be the owner of all products, materials, and information created, conceived, developed or first reduced to writing by Consultant pursuant to this Agreement by or on behalf of District including, without limitation, all technology, designs, data, works of authorship, mask works, technical information, computer software, source code, artwork, processes, graphics, reports, presentations, business information and other information ("Work Product"). Without limiting the scope of the foregoing, all Work Product, to the extent copyrightable under the United States Copyright Act of 1976 (the "Act") shall be "works made for hire" pursuant to the Act, and District will thereby own all right, title and interest in all copyrightable Work Product. To the extent that the Work Product or any part thereof is deemed by a court of competent jurisdiction or any governmental or regulatory agency not to be a "work made for hire" within the meaning of the Act, the provisions of this Agreement will still control and, for the consideration set forth herein. Consultant hereby agrees to assign all right, title and interest in the foregoing to District, including, without limitation, all copyrights, patent rights, trademark rights, trade secret rights and other intellectual property rights therein and further agrees to execute, at District's request and expense, all documentation necessary to perfect title therein in District. The rights contemplated by this assignment shall include, without limitation, the right to copy, distribute, modify, alter, adapt, revise and prepare derivative works from the Work Product.

Section 8.3. Disclosure and Access. Consultant agrees that it shall maintain and disclose to District written records of, and otherwise provide District with free and full access to, the subject matter covered by this section and that all such subject matter shall be deemed District information and subject to the confidentiality obligations contained in this Agreement. Consultant agrees to assist District, at District's request and expense, in every reasonable way in obtaining, maintaining, and enforcing copyright and other intellectual property protection on the subject matter covered herein.

ARTICLE 9 **Indemnification**

Section 9.1. Consultant hereby indemnifies, defends, and agrees to hold District and its affiliates (and their officers, directors, employees, agents, successors and assigns) harmless from and against any claim, loss, liability, damage, cost or expense (including, without limitation, reasonable attorneys' fees and expenses) suffered or incurred by any of them and arising out of: (1) the gross negligence, fraud or willful misconduct of Consultant; (2) the breach of any of Consultant's representations, warranties or obligations set forth in this Agreement, or (3) personal injury or property damage caused by Consultant's act or omission while performing Services pursuant to this Agreement.

Section 9.2. District hereby indemnifies, defends, and agrees to hold Consultant harmless from and against any claim, loss, liability, damage, cost or expense (including, without limitation, reasonable attorneys' fees and expenses) suffered or incurred by any of them and arising out of: (1) the negligence, fraud or willful misconduct of District; (2) personal injury or property damage caused solely by District's employees acts or omissions.

ARTICLE 10 **Confidential Information**

Section 10.1. Protection. The terms and conditions of this Agreement and information and data that Consultant has received or will receive from District, including, but not limited to, all software, research, information and other matters are proprietary and confidential information of District ("Confidential Information"), including, without limitation, any information that is marked "confidential" or should be reasonably understood to be confidential or proprietary based on the nature of the information or the circumstances of disclosure. Confidential Information will not include information which: (1) at or prior to the time of disclosure by District was known to Consultant except to the extent unlawfully appropriated or was obtained by Consultant due to his prior employment with District; (2) at or after the time of disclosure by District becomes generally available to the public other than through any act or omission on Consultant's part; (3) Consultant receives from a third party free to make such disclosure without breach of any legal obligation; or (4) is independently and verifiably developed by Consultant without use or reference to District's Confidential Information. During and after the term of this Agreement, Consultant agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by, or required to achieve the purposes of this Agreement, nor disclose to any third party, any of the Confidential Information and will maintain the

Confidential Information in strict confidence, and shall use the Confidential Information only for the purposes set forth in this Agreement. Consultant agrees to take all commercially reasonable steps to protect District's Confidential Information that Consultant has received or will receive from District, from unauthorized or inadvertent disclosure, including, without limitation, all steps that it takes to protect its own confidential and proprietary information. Consultant acknowledges and agrees that the Confidential Information is commercially and competitively valuable to District and that money damages would not be a sufficient remedy for any breach of this section and that District shall be entitled to specific performance, including without limitation, injunctive relief, as a remedy for any such breach or threatened breach by Consultant. Such remedy shall not be deemed to be the exclusive remedy for breach of this section but shall be in addition to all other remedies available to District at law or in equity.

Section 10.2. Return of Materials. Promptly upon termination of this Agreement, for any reason whatsoever, or at any time at the request of District, Consultant shall deliver to District all property or materials within its possession or control which belong to District or its affiliates or which contain or are based upon Confidential Information (including notes, presentations, research, reports, charts, spreadsheets, pictures and other documents which contain or reflect Confidential Information), or, upon District's election, destroy such property or material and provide written certification that all such property and material containing or based upon Confidential Information was returned or destroyed. If Consultant is required to disclose any Confidential Information pursuant to any judicial or governmental requirement or order, Consultant may do so, provided that (1) Consultant has given District sufficient prior written notice of such requirement or order to permit District a reasonable opportunity to object or seek a protective order, or other appropriate remedy, (2) Consultant reasonably cooperates with District so that it may object or seek a protective order or other appropriate remedy, and (3) Consultant in any event discloses only that portion of the Confidential Information that is legally required to be disclosed by a court of competent jurisdiction or other governmental authority or otherwise as required by law, regulation or legal process.

ARTICLE 11

Nature of relationship

Section 11.1. Consultant agrees that he is acting as an independent contractor, and that this Agreement in no way creates any other type of employment or agency relationship between Consultant and District. To that end, Consultant is responsible for payment of all income and other taxes, and for providing its own workers compensation and other types of insurance.

Section 11.2. The parties acknowledge that Consultant is retired from the California PERS service system. District is under no obligation by this Agreement to protect Consultant from adverse impacts to Consultant from this Agreement which may arise as a result of PERS regulations.

ARTICLE 12
Form of Agreement

Section 12.1. Entire Agreement. This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter contained in the Agreement and supersedes all prior and contemporaneous agreements, representations and understandings of the parties.

Section 12.2. Amendment. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all the parties.

Section 12.3. Waiver. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

Section 12.4. Timeliness. Time is of the essence of this Agreement and each and all of its provisions.

Section 12.5. Notices. Notices given under this Agreement shall be in writing and shall either be served personally or delivered by first class U.S. Mail, postage pre-paid, Federal Express or other express mail service. Notices may also effectively be given by transmittal over electronic transmitting devices such as Telex, fax or telecopy machine, if the party to whom the notice is being sent has such a device in its office, provided a complete copy of any notice so transmitted shall also be mailed in the same manner as required for a mailed notice. Notices shall be deemed received at the earlier of actual receipt or three days following deposit in U.S. Mail, postage pre-paid. Notices shall be directed to the parties at their current addresses, provided that a party may change its address for notice by giving written notice to all other parties in accordance with this Section.

Section 12.6. Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California, and any action or proceeding, including arbitration, brought by any party in which this Agreement is a subject, shall be brought in San Diego County.

Section 12.7. Invalidity. Any provision of this Agreement which is invalid, void, or illegal, shall not affect, impair, or invalidate any other provision of this Agreement.

Section 12.8. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 12.9. Professional Fees and Costs. If any legal or equitable action, arbitration, or other proceeding, whether on the merits or on motion, are brought or undertaken, or an attorney retained, to enforce this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, then the successful

or prevailing party or parties in such undertaking shall be entitled to recover reasonable attorneys' and other professional fees and other costs incurred in such action, proceeding, or discussions, in addition to any other relief to which such party may be entitled.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date shown above.

District

Rancho Santa Fe Fire Protection District,
a political subdivision

By: _____
James Ashcraft, President
Board of Directors

WITNESS

Karlana Rannals,
Secretary of the Board of Directors

Consultant

Erwin L. Willis

STAFF REPORT

NO. 05-025

TO: BOARD OF DIRECTORS
NICHOLAS G PAVONE, FIRE CHIEF

FROM: KARLENA RANNALS, ADMINISTRATIVE MANAGER

SUBJECT: SPECIMEN 457(B) DEFERRED COMPENSATION PLAN FOR
GOVERNMENTAL EMPLOYERS BASIC PLAN DOCUMENT

DATE: NOVEMBER 3, 2005



EXECUTIVE SUMMARY

ING North America Insurance Corporation has requested that Rancho Santa Fe Fire Protection District Board of Directors adopt an amended and restated agreement of the 457(b) Deferred Compensation Plan for Governmental Employers.

BACKGROUND

Plans of deferred compensation described in IRC section 457 are available for certain state and local governments and non-governmental entities tax exempt under IRC 501. Plans eligible under 457(b) allow employees of sponsoring organizations to defer income taxation on retirement savings into future years.

Rancho Santa Fe Fire Protection District established a 457(b) deferred compensation plan in 1983 for all employees. Because of changes to the Internal Revenue Code for these plans, the IRS issued proposed model language in Revenue Procedure 2004-56 that states plans must be amended to comply with the Economic Growth and Tax Relief Reconciliation Act of 2001.

The adoption agreement is a menu of the Authority's choices. The completed Specimen Adoption Agreement includes all options currently offered by the Authority. Our local ING representative Julia Rhea ChFC informed staff that San Diego based attorney Sam Hoffman has reviewed the ING specimen document and concurs with its content.

This plan has only voluntary participants and there is no economic impact to the agency. However, if the Board of Directors chooses to delay adoption, and the IRS audits the authority, the absence of an updated plan could result in a penalty.

RECOMMENDATION:

Adopt and authorize the President to execute the Specimen Adoption Agreement for 457 (b) Deferred Compensation Plan for Governmental Employers.

ING

**SPECIMEN ADOPTION AGREEMENT FOR
457(b) DEFERRED COMPENSATION PLAN
FOR GOVERNMENTAL EMPLOYERS**

The undersigned Sponsoring Employer adopts the 457(b) Deferred Compensation Plan for Governmental Employers for those Employees who shall qualify as Participants hereunder, to be known as the

Rancho Santa Fe Fire Protection District
(Enter Plan Name)

It shall be effective as of the date specified below. The Sponsoring Employer hereby selects the following Plan specifications:

SPONSORING EMPLOYER INFORMATION

Name of Sponsoring Employer: **Rancho Santa Fe Fire Protection District**

Address: **PO BOX 410**

<u>Rancho Santa Fe, CA</u>	<u>92067</u>
City	State
	Zip

Telephone Number: **858.756.5971**

Sponsoring Employer Identification Number: **95-6004231**

Location of Sponsoring Employer's Principal Office:

state o commonwealth o district of _____ o other: _____
and the Plan shall be governed in accordance with retirement plan laws of the **California**

This specimen document includes a number of provisions which are optional, or as part of which there are different options that may be selected. Such provisions are generally indicated in the Adoption Agreement. This does not mean that other provisions may not also be optional, or that other options may not be available. The selection of appropriate options is solely the responsibility of the plan sponsor and should be done only after consulting with the client's own knowledgeable counsel.

(7/1/05)

Sponsoring Employer Fiscal Year:

The 12-consecutive month period commencing on July 1 and ending on June 30.

PLAN INFORMATION

Effective Date: January 1, 2006

This Adoption Agreement of the 457(b) Deferred Compensation Plan for Governmental Employers shall:

- o establish a new Plan effective as of _____.
- o constitute an amendment and restatement in its entirety of a previously established 457(b) Plan of the Sponsoring Employer, which was effective January 18, 1983. Except as specifically provided in the Plan, the effective date of this amendment and restatement is January 1, 2006

Plan Year:

The 12-consecutive month period commencing on January 1] and ending on December 31.

Name of Administrator:

- o Sponsoring Employer (Use Sponsoring Employer Address)
- o Name(s) Rancho Santa Fe Fire Protection District

Address P O Box 410

Rancho Santa Fe,
City

CA
State

92067-0410
Zip

Telephone 858.756.5971

Administrator's I.D. Number 95 - 6004231

This specimen plan document is intended to assist you and your counsel in adopting a 457(b) plan. Modifications may be required to meet your plan's particular objectives. (7/1/05)

ELIGIBILITY

Eligible Individuals for Purposes of Participant Deferral Contributions:

All Employees

o All Employees other than the following group or groups of Employees elected below:

- Nonresident aliens with no U.S. source of income
- Employees who normally work less than 20 hours per week,
- Students performing services for the Sponsoring Employer whose Compensation is not considered wages under the Federal Insurance Contributions Act (“FICA”),
- Collectively bargained employees

NOTE: The group(s) specified must correspond to a group of the same designation that is defined in statutes, ordinances, rules, regulations, personnel manuals or other authority for the state or local jurisdiction of the Sponsoring Employer.

Leased Employees

For purposes of this section, the term Eligible Individual:

o will **will not include any leased employees described in Code Section 414(n).**

Independent Contractors

For purposes of this section, the term Eligible Individual:

Will not include Independent Contractors

o Will include all Independent Contractors

o Will include all Independent Contractors other than as specified below:

This specimen plan document is intended to assist you and your counsel in adopting a 457(b) plan. Modifications may be required to meet your plan’s particular objectives. (7/1/05)

CONTRIBUTIONS AND ALLOCATIONS

Deferral of Accumulated Sick Pay, Accumulated Vacation Pay and Back Pay:

Participant may elect to defer (check all that are applicable) to the Plan:

- accumulated sick pay
- accumulated vacation pay
- back pay

Rollover Contributions:

Rollover Contributions **will** will not be permitted under the Plan.

Transfers into the Plan:

Transfers into the Plan from an eligible 457 plan **will** will not be permitted.

Age 50 Plus Catch-Up Contributions:

Age 50 Plus Catch-Up Contributions **will** will not be permitted under the Plan.

Normal Retirement Age:

For purposes of the Special 457 Catch-Up Deferral Election under Section 3.2, Normal Retirement Age will be:

Option 1: Employer determines Normal Retirement Age

The NRA is a range of age(s) beginning at:

- the earliest retirement age at which an individual could receive unreduced benefits under the Sponsoring Employer’s defined benefit pension plan
- Age 65
- Other: _____

NOTE: Age specified must be the earlier of age 65 or, if applicable, date above at which a Participant could receive unreduced benefits from Sponsoring Employer’s defined benefit pension Plan.

This specimen plan document is intended to assist you and your counsel in adopting a 457(b) plan. Modifications may be required to meet your plan’s particular objectives. (7/1/05)

and ending at:

o Age 70½

o Other: _____

NOTE 1: Normal Retirement Age cannot be later than age 70 ½.

NOTE 2: Beginning and ending ages may be the same age, if elected by the Employer.

Option 2: Participant determines Normal Retirement Age

the Normal Retirement Age elected by the Participant that is between:

- **the earlier of the earliest retirement age under the Sponsoring Employer's pension plan at which the Participant immediately could receive unreduced retirement benefits or age 65; and**
- **age 70 ½.**

NOTE 3: The Sponsoring Employer is not permitted to have more than one Normal Retirement Age for each Participant under all of the Code Section 457(b) plans that it sponsors.

Normal Retirement Age for Police or Firefighters

For purposes of the Special 457 Catch-Up Deferral Election under Section 3.2, Normal Retirement Age will be:

o the earliest retirement age at which an individual could receive unreduced benefits under the Sponsoring Employer's pension plan

o Age 40

o Age 55

o Age 65

o Age 70 1/2

o Other: _____

NOTE: Age specified for this option generally may not be less than age 40 or more than age 70 ½.

the Normal Retirement Age elected by the Participant that is between:

- **age 40; and**
- **age 70 ½.**

DISTRIBUTIONS

Distribution of a Participant 457 Rollover Account and a Participant Non-457 Rollover Account:

Amounts payable under a Participant 457 Rollover Account and a Participant Non-457 Rollover Account shall be paid to a Participant:

o Upon attainment of an event as described in Section 4.1

Upon the request of a Participant

o Other:

Distribution Options:

Joint and Survivor Annuity

Lump sum

Immediate or Deferred Annuity (including life annuities and installment payment annuities)

Systematic distribution option permitted under the Investment Product.

o Other: _____

NOTE: Distribution options selected are available to the extent permitted by applicable law and the terms of the Investment Product.

In the event that a Participant does not elect a form of payment at the time at the time that distributions are required to begin in accordance with Section 4.2(d), any benefits payable to the Participant will be made as follows:

o In the form of an Annuity payable over the Life Expectancy of the Participant that meets the requirements of Code Section 401(a)(9)

Lump sum

o Other: _____

This specimen plan document is intended to assist you and your counsel in adopting a 457(b) plan. Modifications may be required to meet your plan's particular objectives. (7/1/05)

Death Benefits Payable to Beneficiary:

Amounts payable to the Beneficiary may be elected by the Beneficiary in the following forms of benefit payment:

Same distribution options as available to the Participant

Other:

NOTE: Distribution options selected are available to the extent permitted by applicable law and the terms of the Investment Product.

In the event a Beneficiary fails to make an election as to a benefit distribution option, any benefit payable to such Beneficiary shall be distributed in a lump sum payment in accordance with Code Section 401(a)(9).

Irrevocable Elections

In accordance with Section 4.2(e), a Participant or Beneficiary **may** may not change an election pursuant to Code Section 457(e)(9).

Unforeseeable Emergency Withdrawals:

Unforeseeable Emergency Withdrawals **will** will not be permitted under the Plan.

If Unforeseeable Emergency withdrawals are allowed by the plan, the amount eligible for such withdrawal such withdrawals shall consist of:

- The Participant Account**
- The Participant Deferral Account**
- The Participant 457 Rollover Account**
- The Participant Non-457 Rollover Account**

This specimen plan document is intended to assist you and your counsel in adopting a 457(b) plan. Modifications may be required to meet your plan’s particular objectives. (7/1/05)

Small Balance Distribution:

Small balance distributions attributable to a Participant Deferral Account **will** will not be permitted under the Plan.

Transfer of Amounts for Purchase of Service Credits in Governmental Retirement System

Participant **will** will not be permitted to transfer amounts under the Plan to a governmental retirement system in order to purchase service credits.

Qualified Domestic Relations Orders

If permitted by the QDRO, benefits awarded to the former spouse Alternate Payee will will not be immediately distributable to said Alternate Payee.

Loans to Participants:

Loans shall **shall not** be permitted under the Plan.

CERTIFICATION AND SIGNATURE

The undersigned Sponsoring Employer hereby represents that it is a unit of a State or local government or an agency or instrumentality of one or more units of a State or local government as described in Code Section 414(d).

This Adoption Agreement and the Plan document together constitute the Plan. The Plan is a specimen plan, not a master or prototype plan, and has not been approved by the IRS. The adoption of this Plan and related tax consequences are the responsibility of the Sponsoring Employer and its independent tax and legal advisors.

IN WITNESS WHEREOF, the Sponsoring Employer hereby causes this Plan to be executed on this 9th day of November 2005

SPONSORING EMPLOYER:

James H Ashcraft, President, Board of Directors

(name)

By: _____

This specimen plan document is intended to assist you and your counsel in adopting a 457(b) plan. Modifications may be required to meet your plan's particular objectives. (7/1/05)



Rancho Santa Fe Fire Protection District

P.O. Box 410 • 16936 El Fuego • Rancho Santa Fe • California 92067-0410

Tel: (858) 756-5971 • Fax: (858) 756-4799

www.rsf-fire.org

Board of Directors
James Ashcraft
Clifford Douglas
Gilbert L. Lombard
Thomas R. Hickerson
Nancy Hillgren

Fire Chief
Nicholas G. Pavone

Board of Directors

Rancho Santa Fe FPD
Post Office Box 410
Rancho Santa Fe CA 92067-0410

June 1, 2005

Revised October 14, 2005

**RE: Petition for Formal Recognition
Rancho Santa Fe FPD Employee Association (RSFEA)**

Dear Sirs/Madam,

We are petitioning for formal recognition to establish a bargaining unit for the Rancho Santa Fe Fire Protection District Employees pursuant to section 3505 of the Meyers-Millias-Brown Act.

Representatives of the Administrative and Fire Prevention Divisions have met freely to vote in favor of a bargaining unit. The purpose of the bargaining unit is to seek fair and equitable wages, hours, benefits and other terms and conditions of employment. The bargaining unit will be known as the Rancho Santa Fe Fire Protection District Employee Association, hereafter referred to as RSFEA.


The Administrative and Fire Prevention personnel recognize the RSFEA as the sole and exclusive representative for all classes assigned to the bargaining unit as well as such classes that may be added to this unit and any other non-management classes or units added to the future.

Current classifications assigned to the bargaining unit are:

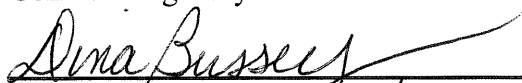
- a. Staff Assistant
- b. Accounting Specialist
- c. Urban Forester
- d. Fire Prevention Specialist
- e. Public Relations Coordinator

Therefore, the RSFEA wishes to be recognized as the majority representative for all classifications in the bargaining unit.


Sincerely,



Connie Balignasay



Dina Bussey



Michael Scott



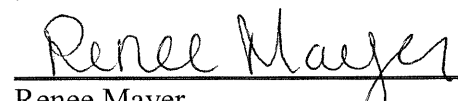
Julie Taber



Sara Blackburn



John Jerome



Renee Mayer

RESOLUTION NO. 2005-013

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE RANCHO SANTA FE FIRE PROTECTION DISTRICT AUTHORIZING INVESTMENT OF MONIES IN THE LOCAL AGENCY INVESTMENT FUND

WHEREAS, Pursuant to Chapter 730 of the statutes of 1976 Section 16429.1 was added to the California Government Code to create a Local Agency Investment Fund in the State Treasury for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

WHEREAS, the Rancho Santa Fe Fire Protection District Board of Directors does hereby find that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with the provision of Section 16429.1 of the Government Code for the purpose of investment as stated therein as in the best interests of the Rancho Santa Fe Fire Protection District.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Rancho Santa Fe Fire Protection District does hereby authorize the deposit and withdrawal of Rancho Santa Fe Fire Protection District monies in the Local Agency Investment Fund in the State Treasury in accordance with the provisions of Section 16429.1 of the Government Code for the purpose of investment as stated therein, and verification by the State Treasurer’s Office of all banking information provided in that regard.

BE IT FURTHER RESOLVED that the following Rancho Santa Fe Fire Protection District officers or their successors in office shall be authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund:

NICHOLAS G PAVONE
(NAME)
Fire Chief
(TITLE)

KARLENA RANNALS
(NAME)
Administrative Manager
(TITLE)

TONY J MICHEL
(NAME)
Deputy Chief
(TITLE)

(SIGNATURE)

(SIGNATURE)

(SIGNATURE)

Clifford F Hunter
(NAME)
Fire Marshal
(TITLE)

(SIGNATURE)

BE IT FURTHER RESOLVED that this resolution shall supersede *Resolution No. 2004-002 – Authorizing Investment of Monies in the Local Agency Investment Fund* adopted January 21, 2004.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Rancho Santa Fe Fire Protection District on November 9, 2005 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

JAMES H ASHCRAFT
President

ATTEST:

Karlana Rannals
Secretary

Incident Type Response Summary by Station

Date Range: From 10/01/2005 To 10/31/2005

Station Selected: All

Incident Type Selected: All

<u>Incident Type</u> Station ID	<u>Incident Count</u>	<u>Used in Ave. Resp.</u>	<u>Average Response Time</u> HH:MM:SS	<u>Total Loss</u>	<u>Total Value</u>
Station: No Station Entered					
Blank or Invalid	5			\$0.00	\$0.00
Totals:	5			\$0.00	\$0.00
Station: RSF1					
EMS/Rescue	22	21	00:04:42	\$0.00	\$0.00
Hazardous Condition	1			\$0.00	\$0.00
Service Call	7	1	00:07:09	\$0.00	\$0.00
Good Intent	16	1	00:09:13	\$0.00	\$0.00
False Call	8	8	00:06:06	\$0.00	\$0.00
Totals:	54	31	00:05:17	\$0.00	\$0.00
Station: RSF2					
Fire	3	3	06:55:29	\$600.00	\$975,000.00
EMS/Rescue	10	9	00:05:25	\$0.00	\$0.00
Good Intent	5	1	00:10:08	\$0.00	\$0.00
False Call	3	3	00:05:22	\$0.00	\$0.00
Totals:	21	16	01:22:35	\$600.00	\$975,000.00
Station: RSF3					
EMS/Rescue	10	8	00:06:40	\$0.00	\$0.00
Hazardous Condition	2	1	00:08:48	\$0.00	\$0.00
Service Call	6	1	00:07:14	\$0.00	\$0.00
Good Intent	2			\$0.00	\$0.00
False Call	4	4	00:06:25	\$0.00	\$0.00
Totals:	24	14	00:06:47	\$0.00	\$0.00
Station: RSF4					
EMS/Rescue	7	6	00:02:57	\$0.00	\$0.00
Hazardous Condition	1	1	00:06:36	\$0.00	\$0.00
Service Call	4	2	00:11:27	\$0.00	\$0.00
Good Intent	3	2	00:05:31	\$0.00	\$0.00
False Call	2	2	00:10:44	\$0.00	\$0.00
Totals:	17	13	00:06:08	\$0.00	\$0.00
Total Incident Count:	121			\$600.00	\$975,000.00

October 2005

October 2005							November 2005						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1			1	2	3	4	5
2	3	4	5	6	7	8	6	7	8	9	10	11	12
9	10	11	12	13	14	15	13	14	15	16	17	18	19
16	17	18	19	20	21	22	20	21	22	23	24	25	26
23	24	25	26	27	28	29	27	28	29	30			
30	31												

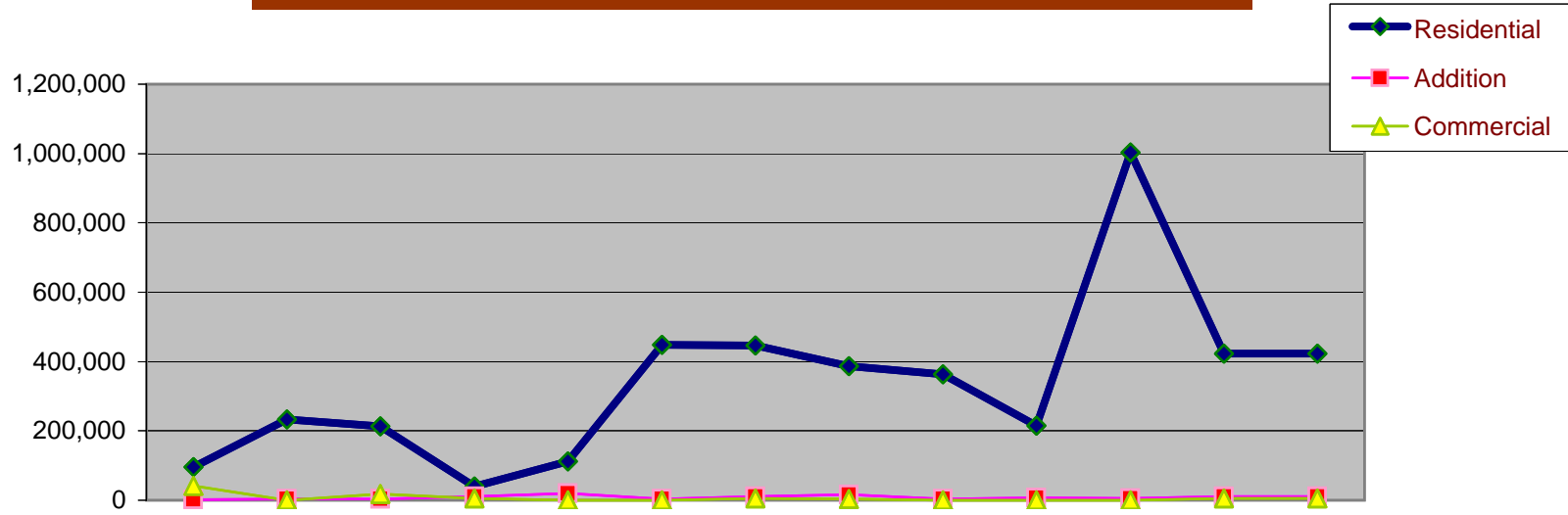
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						October 1
2	3	4	5	6	7	8
	9:00am E2613 and E2614 FCA (Enc FD #5)	1:00pm E2613 and E2614 FCA (Enc FD #5)	9:00am E2613 and E2614 FCA (Enc FD #5) 4:30pm B/C Application deadline (RSFFPD)	8:30am Training Committee Meeting (RSF 1 Training room) 9:00am Station One tour (RSF 1)		
9	10	11	12	13	14	15
Fire Prevention Week						
		9:00am E2613 Fire Prevention Week Activities (Solana) 3:30pm E2611 Fire Prevention Week		9:00am E2613 Fire Prevention Week Activities (Nativity School)	9:30am E2614 Fire Prevention Week Activities (Horizon Prep)	
16	17	18	19	20	21	22
	9:00am Second Quarter Manipulative Test (RSF 2 training grounds)	10:00am E2614 Fire Prevention Week Activities (Village Nursery School)	8:30am SDMSE CE (Televideo Conference in Station)	8:30am SDMSE CE (Televideo Conference in Station)	8:30am SDMSE CE (Televideo Conference in Station)	
23	24	25	26	27	28	29
Tunnel Rescue Training						
	7:00am Fire Prevention Week Activies (See FPW schedule)	7:00am Fire Prevention Week Activies (See FPW schedule)	7:00am Fire Prevention Week Activies (See FPW schedule)	7:00am Fire Prevention Week Activies (See FPW schedule)	7:00am Fire Prevention Week Activies (See FPW schedule)	
30	31					
	Tunnel Rescue Training					

MASTER AGENDA

Rancho Santa Fe Fire Protection District Fire Prevention Bureau

October 2005

Construction Based on Permitted Square Footage

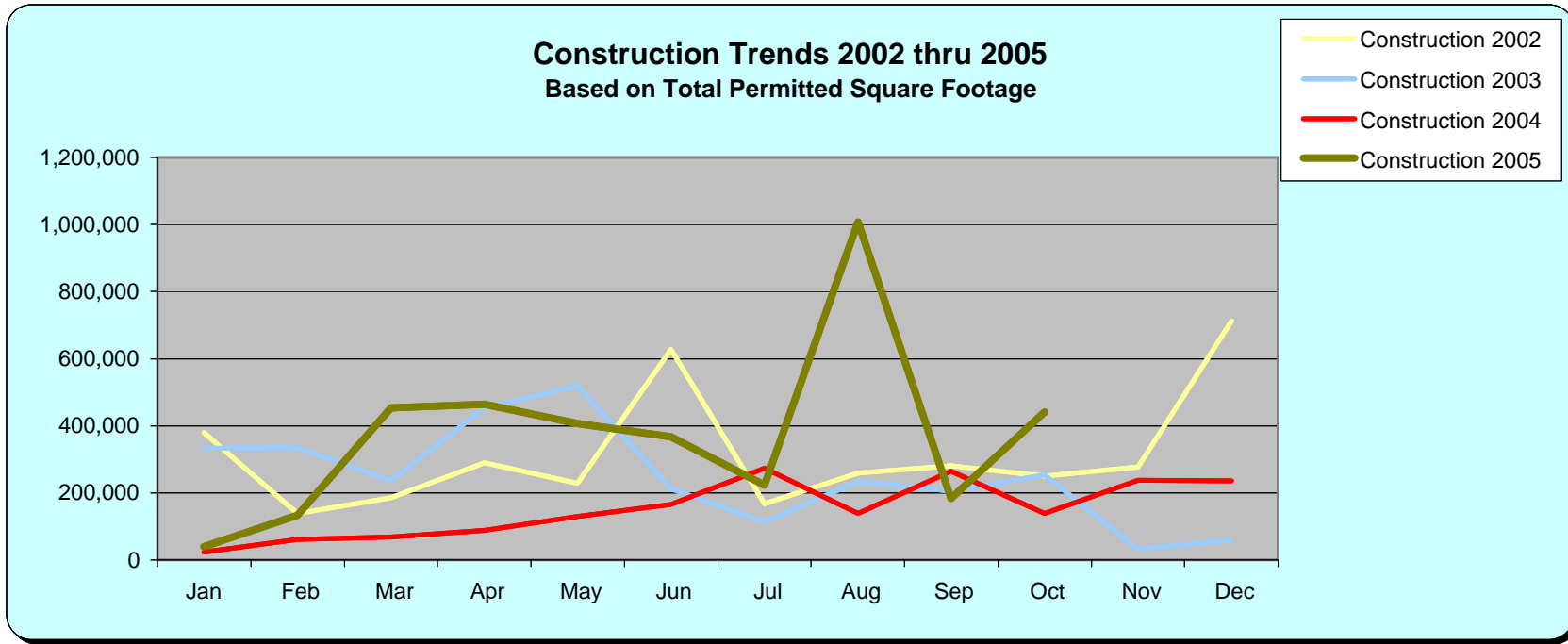


	Oct-04	Nov-04	Dec-04	Jan-05	Feb-05	Mar-05	Apr-05	May-05	Jun-05	Jul-05	Aug-05	Sep-05	Oct-05
Residential	94,921	233,678	213,732	39,985	112,240	448,805	447,022	386,789	362,423	214,570	1,003,010	423,380	423,380
Addition	1,816	3,220	4,127	10,914	20,498	4,044	10,914	16,167	3,821	8,113	5,088	10,914	10,914
Commercial	41,177	450	17,476	6,163	0	0	6,163	2,901	0	0	0	6,163	6,163

Rancho Santa Fe Fire Protection District

Fire Prevention Bureau

October 2005



2002	Jan-02	Feb-02	Mar-02	Apr-02	May-02	Jun-02	Jul-02	Aug-02	Sep-02	Oct-02	Nov-02	Dec-02
	379,445	139,137	184,739	290,402	229,369	628,704	167,410	259,970	281,468	250,953	276,289	711,727

2003	Jan-03	Feb-03	Mar-03	Apr-03	May-03	Jun-03	Jul-03	Aug-03	Sep-03	Oct-03	Nov-03	Dec-03
	333,048	335,439	236,205	453,789	518,253	213,183	112,611	233,561	204,699	253,526	33,105	60,130

2004	Jan-04	Feb-04	Mar-04	Apr-04	May-04	Jun-04	Jul-04	Aug-04	Sep-04	Oct-04	Nov-04	Dec-04
	23,737	61,058	68,214	87,768	128,876	165,585	273,075	138,232	264,558	137,914	237,348	235,335

2005	Jan-05	Feb-05	Mar-05	Apr-05	May-05	Jun-05	Jul-05	Aug-05	Sep-05	Oct-05	Nov-05	Dec-05
	39,985	132,738	452,849	464,099	405,857	366,244	222,683	1,008,098	183,972	440,457		

Rancho Santa Fe Fire District
 Fire Prevention Bureau Monthly Activity Summary
 October 2005

PLAN REVIEW

RESIDENTIAL PLAN REVIEWS	Number of Structures	Sq Footage
Fire Marshal	7	56,649
Fire Inspector	3	7,542
Urban Forester	80	359,189
TOTAL	90	423,380

RESIDENTIAL ADDITIONS	Original Sq Footage	Added Sq Footage
Fire Marshal	31,950	7,671
Fire Inspector	0	0
Urban Forester	2,642	1,674
TOTAL	34,592	10,914

COMMERCIAL PLAN REVIEWS	Number of Structures	Sq Footage
Fire Marshal	0	0
Fire Inspector	1	6,163
TOTAL	1	6,163

TOTAL NEW CONSTRUCTION		Sq Footage
Based on permitted Sq footage	Total Added	440,457

FIRE SPRINKLER REVIEWS	Commercial	Residential
Fire Marshal	0	0
Fire Inspector	3	9
TOTAL	3	9

TENANT IMPROVEMENTS	Number of Structures	Sq Footage
Fire Marshal	0	0
Fire Inspector	3	6,014
TOTAL	4	10,557

LANDSCAPE REVIEWS	Number of Reviews	Staff Hours
Urban Forester	28	22.0
TOTAL	29	22.5

Rancho Santa Fe Fire District
Fire Prevention Bureau Monthly Activity Summary

SERVICES PERFORMED

October 2005

DPLU - Fire Marshal	Number	Staff Hours
Project Availability Forms	8	7.0
Use Permits	0	0.0
Zaps	0	0.0
Administrative Review	2	2.0
Habit Plans	0	0.0
Approval Letters	0	0.0
TOTAL	10	9.0

INSPECTION SERVICES- All Staff	Number of Inspections	Staff Hours
Undergrounds	3	1.0
Hydros	153	122.0
Finals	130	103.0
Landscape	31	14.0
Reinspections	11	7.0
Code Enforcement	2	3.0
Misc.	10	7.0
TOTAL	340	257.0

HAZARD INSPECTIONS - All Staff	Number of Inspections	Staff Hours
Weed Abatement	63	47.3
Top 10 Hazards (# of Parcels Notified)		
#10. Mt. Israel/Lake Hodges	15	8.0
#9. Hacienda Santa Fe	5	2.0
#8. San Dieguito River/Zumaque Area	1	1.0
#7. Via del Alba	0	0.0
#6. La Glorieta	4	2.0
#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
TOTAL	25	60.3

GRADING - Fire Marshal	Number of Inspections	Staff Hours
Plan Review	12	10.8
Site Inspection	4	4.0
TOTAL	16	14.8

SPECIAL PROJECTS - All Staff	Number of Inspections	Staff Hours
GIS Mapping	0	10.0
Fuels Mitigation	0	8.0
Special Projects/Other	0	0.0
Continuing Education (Staff Hours)		

MASTER AGENDA

Page 45 of 46

Rancho Santa Fe Fire District
Fire Prevention Bureau Monthly Activity Summary

TOTAL	October 2005	43.0
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ADMINISTRATIVE - All Staff	Number	Staff Hours
Incoming Phone Calls	1,180	112.6
Consultations	40	39.5
TOTAL	1,220	152.1

SERVICES PERFORMED

PUBLIC EDUCATION - PRC	Number	Staff Hours
Web Master		13.0
Graphic Design		0.0
Communication & Relations		0.0
Number of Releases	2	5.0
Education: Design and Prepare		34.0
Education: Presentations		33.0
Number Reached: Children	0	
Number Reached: Adults	15	
In Service Staff Training	0	
Clerical		40.0
Continuing Education		3.0
Special Projects		1.0
TOTAL	17	124.0

STAFF ASSISTANT - PREVENTION	Number	Staff Hours
Administrative Activities		
Incoming Phone Calls	661	33.1
Walk in / Counter	249	16.6
Knox Application	2	0.1
UPS / USPS	4	0.5
Plan Acceptance / Completion	0	0.0
Continuing Education		
Special Projects		
TOTAL	916	50.3

NOTE: This summary is not intended to capture all staff hours worked, but only to illustrate activity.