



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

Rancho Santa Fe FPD
Board Room – 18027 Calle Ambiente
Rancho Santa Fe, California 92067

May 11, 2022
2:00 pm PT
Regular Meeting

THIS BOARD OF DIRECTORS MEETING WILL BE CONDUCTED VIA TELECONFERENCE

Pursuant to Governor Newsom’s [Executive Orders N-25-30](#), issued on March 12, 2020 and [N-33-20](#) issued on March 19, 2020: members of the Rancho Santa Fe Fire Protection District Board of Directors and staff may participate in this meeting via teleconference. In the interest of reducing the spread of COVID 19, members of the public are encouraged, but not required, to submit comments via email. Those attending the meeting in person will be required to maintain appropriate social distancing.

Public Comment: to submit a comment in writing, please email caccavo@rsf-fire.org and write “Public Comment” in the subject line. In the body of the email include the item number and/or title of the item as well as your comments. If you would like the comment to be read out loud at the meeting (not to exceed five minutes), please write “Read Out Loud at Meeting” at the top of the email. All comments received by 11:00 am will be emailed to the Board of Directors and included as “Supplemental Information” on the District’s website prior to the meeting. Any comments received after 11:00 am will be added to the record and shared with the members of the Board at the meeting.

Americans with Disabilities Act: If you need special assistance to participate in this meeting, please contact the Board Clerk 858-756-5971 ext. 1014. Notification 48 hours prior to the meeting will enable the District to make reasonable arrangements to assure accessibility to the meeting.

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 staff 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.

Agendas: Agenda packets are available for public inspection 72 hours prior to scheduled meetings at the Manager of Finance and Administration’s office located at 18027 Calle Ambiente, Suite 101, Rancho Santa Fe, CA during normal business hours. Packet documents are also posted online at www.rsf-fire.org.



Rancho Santa Fe Fire Protection District Board of Directors

Regular Meeting

May 11, 2022

Call to Order

Pledge of Allegiance

Roll Call

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

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

2. Consent Calendar

a. Board of Directors Minutes

- Board of Directors minutes of April 13, 2022

ACTION REQUESTED: **Approve**

b. Receive and File

- Monthly/Quarterly Reports

(1) List of Demands Check 34933 thru 35052, Electronic File Transfers (EFT), and Wire Transfer(s) for the period April 2022 totaling: \$ 311,047.48

Wire Transfer(s) period April 2022 \$ 311,377.98

Payroll for the period April 2022 \$ 949,077.86

TOTAL DISTRIBUTION \$1,571,503.32

(2) District Quarterly Financial Reports ending March 31, 2022

(3) Activity Reports – April 2022

(a) Operations

(b) Training

(c) Fire Prevention

(d) Correspondence: None

c. Resolution No. 2022-12

To adopt by consent Resolution No. 2022-12 – *entitled* A Resolution of the Board of Directors of the Rancho Santa Fe Fire Protection District Proclaiming A Local Emergency Persists, Re-Ratifying The Proclamation of a State Of Emergency by Governor Newsom’s Executive Orders N-25-30, Issued March 12, 2020; N-33-20 Issued March 19, 2020, and Re-Authorizing Remote Teleconference Meetings Of The Legislative Bodies of Rancho Santa Fe Fire Protection District for the Period May 12, 2022 through June 10, 2022 Pursuant to Brown Act Provisions

ACTION REQUESTED: **Adopt**

3. Public Comment

4. Old Business

a. None



Rancho Santa Fe Fire Protection District Board of Directors

Regular Meeting

May 11, 2022

5. New Business

a. Site Improvement Bond Exchange

To discuss and/or authorize the accept the Site Improvement Bond with Pinnacle at Santa Fe Valley and to subsequently authorize the Fire Chief to release the Improvement Deferral Agreement with the Shaw Trust.

[Staff Report 22-02](#)

ACTION REQUESTED: **Authorize President to execute bond and authorize Fire Chief to release previous agreement**

b. The Lakes Owners Association

To discuss and/or approve *The Santa Fe Valley Services Agreement*. [Staff Report 22-03](#)

ACTION REQUESTED: **Authorize the Fire Chief to execute the agreement**

c. Preliminary Budget FY22/23

To discuss the preliminary budget.

ACTION REQUESTED: **Discussion only**

d. Article XIII B California Constitution Appropriation Limit

To discuss and/or approve the change in population for the Rancho Santa Fe Fire Protection District appropriations limit. [Staff Report 22-04](#)

ACTION REQUESTED: **Select a method to calculate appropriations limit**

6. Resolution/Ordinance

a. Resolution No. 2022-13

To discuss and/or adopt a resolution *entitled* A Resolution of the Board of Directors of the Rancho Santa Fe Fire Protection District Determining the 2022/2023 Appropriations of Tax Proceeds.

ACTION REQUESTED: **Adopt**

b. Resolution No. 2022-14

To discuss and/or adopt a resolution *entitled* A Resolution of the Board of Directors of the Rancho Santa Fe Fire Protection District Setting Benefit Charges for Fiscal Year 2022/2023.

ACTION REQUESTED: **Adopt**

c. Resolution No. 2022-15

To discuss and/or adopt a resolution *entitled* A Resolution of the Board of Directors of the Rancho Santa Fe Fire Protection District Adopting Levies for Special Taxes to be collected on the Tax Roll for Fiscal Year 2022/2023.

ACTION REQUESTED: **Adopt**

d. Resolution No. 2022-16

To discuss and/or adopt a resolution *entitled* A Resolution of the Board of Directors of the Rancho Santa Fe Fire Protection District Establishing Salaries and Benefits for Management Personnel.

ACTION REQUESTED: **Adopt**

7. Oral Report

a. Fire Chief

b. Operations

c. Training

d. Fire Prevention

e. Finance/ Human Resources/ Board Clerk



Rancho Santa Fe Fire Protection District Board of Directors Regular Meeting

May 11, 2022

- d. Board of Directors
 - North County Dispatch JPA – Update
 - County Service Area – 17 – Update
 - Comments
6. Closed Session **(Time Certain – 3:00pm)**
 - a. Potential Litigation (1) Case – CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to subdivision (b) of Section 54956.9: *one potential (1) case*
7. Adjournment
The next regular meeting Board of Directors meeting to be June 8, 2022 in the Board Room located at 18027 Calle Ambiente, Rancho Santa Fe, California. The business meeting will commence at 1:00 p.m.

CERTIFICATION OF POSTING

I certify that on May 6, 2022 a copy of the foregoing agenda was posted on the District's website and near the 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 May 6, 2022

Alicea Caccavo
Board Clerk

Rancho Santa Fe Fire Protection District
Regular Board of Directors Meeting
Minutes April 13, 2022



These minutes reflect the order in which items appeared on the meeting agenda and do not necessarily reflect the order in which items were considered.

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

Pledge of Allegiance

Battalion Chief Thompson led the assembly in the Pledge of Allegiance.

Roll Call

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

Staff Present: Fire Chief Dave McQuead; Deputy Chief Brian Slattery; Fire Marshal Marlene Donner; Manager, Finance & Administration/Board Clerk Alicea Caccavo; and Battalion Chief Cole Thompson

1. **Motion waiving reading in full of all Resolutions/Ordinances**

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

2. **Consent Calendar**

MOTION BY DIRECTOR MALIN, SECOND BY DIRECTOR HILLGREN, and CARRIED 5 AYES; 0 NOES; 0 ABSENT; 0 ABSTAIN to accept the consent calendar as presented and adopt Resolution 2022-12 re-authorizing remote teleconferencing.

a. **Board of Directors Minutes**

- Board of Directors minutes of March 16, 2022

b. **Receive and File**

- Monthly/Quarterly Reports

(1) List of Demands Check 34834 thru 34932, Electronic File Transfers (EFT), and Wire Transfer(s) for the period March 2022 totaling:	\$ 253,864.37
Wire Transfer(s) period March 2022	\$ 1,286,444.86
Payroll for the period March 2022	\$ 615,441.44
TOTAL DISTRIBUTION	\$2,155,750.67

(2) Grant Recap – *no changes*

(3) Activity Reports – April 2022

(a) Operations

(b) Training

(c) Fire Prevention

c. **Resolution No. 2022-12**

To adopt by consent Resolution No. 2022-12 – *entitled* A Resolution of the Board of Directors of the Rancho Santa Fe Fire Protection District Proclaiming A Local Emergency Persists, Re-Ratifying The Proclamation of a State Of Emergency by Governor Newsom’s Executive Orders N-25-30, Issued March 12, 2020; N-33-20 Issued March 19, 2020, and Re-Authorizing Remote Teleconference Meetings Of The Legislative Bodies of Rancho Santa Fe Fire Protection District for the Period April 13, 2022 through May 12, 2022 Pursuant to Brown Act Provisions

Rancho Santa Fe Fire Protection District
Regular Board of Directors Meeting
Minutes April 13, 2022



3. **Public Comment**

None

4. **Old Business**

a. **Apparatus Replacement Plan**

To update the board on the timetable and cost estimate for future capital replacement of the Type 6 apparatus for Station 6 needs. Staff Report 22-02

Chief McQuead reported on the five-year mitigation plan. Due to the current supply chain disruption, apparatus the time frame approved for the Type 6 could result in a two-year waitlist. Staff requests to move the timing up by one year to ensure that it will be in service as anticipated. The Type 6 will offer more mobility in areas with no hydrants.

MOTION BY DIRECTOR HILLGREN, SECOND BY DIRECTOR STINE, and CARRIED 5 AYES; 0 NOES; 0 ABSENT; 0 ABSTAIN to authorize the Fire Chief to execute the contract for purchase of a Type 6 apparatus.

5. **New Business**

a. **Board of Directors Meeting Calendar**

Directors moved the next two meetings up by one week to ensure a quorum: May 11 at 2pm and June 8 at 1pm.

b. **Sale of Surplus Equipment #0461** - Staff Report 22-03

Fire Chief reported that Engine #0461 is requiring large repairs and Fire Etc. had the highest bid. Chief reported on Staff is requesting the Board authorize the sale of this equipment.

MOTION BY DIRECTOR HILLGREN, SECOND BY DIRECTOR STINE, and CARRIED 5 AYES; 0 NOES; 0 ABSENT; 0 ABSTAIN to authorize the Fire Chief to execute the sale for Engine #0461.

6. **Resolution/Ordinance**

None

7. **Oral Reports**

a. **Fire Chief:**

Chief McQuead reported on the new Type 1 engine at Station 1; Mark Smith formerly the Fire Service Assistant was hired on as Temporary Defensible Space Inspector; Lee Haskin retired after 31 years of service; Fire Chief is now on the LAFCO Advisory Committee; anticipate the contract for the Lakes Owners Association to bring to May meeting; Bond that was held by the District and Shaw family to be moved to Pinnacle at Santa Fe Valley, LLC which will enable development of 37 lots in the 4S area.

b. **Operations – Deputy Chief:**

Deputy Chief Slattery reported on the vacancies and recruitments in the district; 340 total calls in the previous month and presented pictures of incidents on the district.

c. **Training – Battalion Chief:**

Chief Thompson reported on the training hours; district homeowners allowed for staff to train on their home prior to demolishing the home.

Rancho Santa Fe Fire Protection District
Regular Board of Directors Meeting
Minutes April 13, 2022



d. Fire Prevention – Fire Marshal:

Fire Marshal Donner reported weed abatement starting; code adoption coming in July; memory care facility plans submitted; the Inn was recently sold to a hotel chain; other projects with access issues; still working with County building division regarding plan approval requirements.

Adjourned to Closed Session 2:00pm

8. **Closed Session (Time Certain – 2:00pm)**

a. Potential Litigation (1) Case – CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to subdivision (b) of Section 54956.9: *one potential (1) case*

All board members listed and Chief McQuead, Deputy Chief Slattery, Manager Caccavo and Attorney Stefanie Vaudreuil attended and participated in this discussion.

Reconvened to Open Session at 2:33pm

Upon reconvening to open session, President Ashcraft announced that the Board had given direction; no action taken.

e. Manager, Finance & Administration:

Manager Caccavo updated the Board on the finance system; the new financials that will be on all future board agenda packets; million-dollar grant for Covid relief received in the general fund; the additional discretionary payment was made; the next 2 years CalPERS valuations will net each other out.

f. Board of Directors

I. North County Dispatch JPA – *Next meeting May 25 in Encinitas.*

II. County Service Area – 17 – *Next meeting May 3*

III. Comments

Malin: *None*

Stine: *None*

Tanner: *None*

Hillgren: *reported on a seeing an adapted EMS/Fire vehicle that was raised to go over the crowds in Johannesburg.*

9. **Adjournment**

Meeting adjourned at 3:02pm

Alicea Caccavo
Board Clerk

James H. Ashcraft
Board President

Check No.	Amount	Vendor	Purpose
34933	\$405.60	Aair Purification Systems	Building: RSF1, RSF4
34934	\$1,490.00	Ace Window Tinting	Building: RSF1; Repair: ID 2181
34935	\$223.05	Allstar Water Systems Inc	Building: Admin, RSF6
34936	\$348.11	Alpine Fire Protection District	Admin: Overnight Conf/Seminars
34937	\$4,600.00	Apodaca Roofing	Building: Admin
34938	\$367.06	AT&T Calnet 2/3	Telephone: Admin, RSF1, RSF3
34939	\$599.00	Aurora Audio LLC	Subscriptions
34940	\$500.00	Bennett, Luke D.	Education/Training Reimbursement
34941	\$1,563.50	C.A.P.F.	Disability Ins Short & Long
34942	\$45.11	Caccavo, Alicea I.	Admin - Overnight Conf/Seminars
34943	\$708.62	Cielo Village Partners LP	Cielo HOA Fees
34944	\$1,400.00	City of San Marcos	Suppression - Local Conf/Seminars
34945	\$3,321.50	County of SD/RCS	CAP Code Paging Service - Monthly Service; 800 MHz Network Admin Fees
34946	\$552.23	Cox Communications	Telephone/Cable - RSF5
34948	\$1,672.46	Direct Energy Business-Dallas	Elec/Gas/Propane RSF1
34949	\$125.86	Dish	Cable RSF6
34950	\$446.18	EDCO Waste & Recycling Inc	Trash: RSF5, RSF6
34951	\$500.00	ESRI Inc	GIS Services/Response Criteria Services
34952	\$5,600.02	Fire ETC Inc	Apparatus: Tool/Equipment Replacement; Books - Training; Safety Equipment
34953	\$8,470.00	Firehouse Innovations, Corp	Training Equipment/Supplies: Miscellaneous
34954	\$73.78	Griffin Hardware Co.	Station Maintenance - RSF2
34955	\$98.75	Integrity Data	Taxes & Assessments
34956	\$936.21	Life-Assist Inc	CSA-17 Contract
34957	\$341.94	MES California	Fit Testing Supplies and Parts
34958	\$1,777.11	Montagne, Sarah	Admin: Local Conf/Seminars, Overnight Conf/Seminars
34959	\$4,644.52	Olivenhain Municipal Water District	Water: RSF2, RSF3, RSF4
34960	\$3,035.83	Parkhouse Tire, Inc.	Apparatus: Tires & Tubes
34961	\$302.70	Pitney Bowes Inc	Equipment Rental
34962	\$179.50	Race Telecommunications, Inc	Telephone RSF1
34963	\$50.00	RSF Security Inc	Alarm System Monitoring RSF5
34964	\$5,446.05	SC Commercial LLC	Fuel: Gasoline & Diesel
34966	\$85.00	Terminix International	Building RSF2
34967	\$695.32	TPX	Telephone ADMIN
34968	\$15,497.61	U S Bank Corporate Payment System	Cal-Card./IMPAC program

Check No.	Amount	Vendor	Purpose
34969	\$265.00	U S Postal Service - Postmaster	Permit: Postage Bulk//Business Reply
34970	\$1,427.06	Uniforms Plus	Uniforms: Safety Personnel
34971	\$469.98	United Imaging	Office Supplies
34972	\$2,035.77	Verizon Wireless	Cellular - Telephone; CSA-17 Contract
34973	\$2,298.77	Waste Management Inc	Trash: RSF1, RSF2, RSF3, RSF4; NCDJPA Rebill; RSF Assn - Patrol
34974	\$7,500.00	WinTech Computer Services	Consulting Services
34975	\$204.00	A to Z Plumbing Inc	Building RSF2
34976	\$230.00	AAA Live Scan	Background Investigation
34977	\$150.28	Aair Purification Systems	Building RSF4
34978	\$640.00	Accme Janitorial Service Inc	Building ADMIN
34979	\$134.42	Airgas Inc	Safety: Breathing Air
34980	\$552.11	American Medical Response Inc	CSA-17 Contract
34981	\$2,026.50	AT&T Calnet 2/3	Telephone: Admin, RSF2, RSF3, RSF4, RSF6
34982	\$762.50	California's Own Native Landscape De	Landscaping RSF6
34983	\$1,799.00	CD-Data, Inc DBA ParcelQuest	Subscriptions
34984	\$3,964.88	CDW Government Inc.	Computer Equipment/Parts
34985	\$38.01	Charter Communications Holdings, LLC	Cable RSF4
34986	\$700.00	City of San Marcos	Suppression - Local Conf/Seminars
34987	\$286.71	Entenmann-Rovin Co Inc.	Uniforms: Safety Personnel
34988	\$400.83	Erik M. & Christina M Bessel DBA Spo	Awards/Proclamations
34989	\$501.04	FireHouse Boards	Training Equipment/Supplies: Miscellaneo
34990	\$2,655.00	Fitch Law Firm Inc	Legal Services
34991	\$525.00	K & M Pest Solutions	Building: Admin, RSF1, RSF2, RSF3, RSF4, RSF5, RSF6
34992	\$394.65	Konica Minolta Business Inc	Copier Maintenance Contract
34993	\$282.48	Lincoln National Life Ins Co	Life Insurance/EAP
34994	\$51,413.06	NCDJPA	Dispatching
34995	\$306.50	Rincon Del Diablo Municipal Water Di	Water RSF5
34996	\$1,252.40	Roadone	Training Equipment/Supplies: Expendable
34997	\$120.00	RSF Mail Delivery Solutions	Mail Delivery Service
34998	\$606.26	Santa Fe Irrigation District	Water: RSF1; NCDJPA Rebill
34999	\$10,619.00	SC Commercial LLC	Fuel: Gasoline & Diesel
35000	\$80.60	Schaffer, Dan	Prevention - Meal/Lodging/Travel Exp
35001	\$3,029.04	SDG&E	Elec/Gas/Propane: RSF3, RSF5, RSF6
35002	\$500.00	Streamline	Website Redesign
35003	\$82.00	Terminix International	Building RSF6
35004	\$2,657.21	Aair Purification Systems	Building: RSF1, RSF4

Check No.	Amount	Vendor	Purpose
35005	\$374.83	Advanced Communication Systems Inc	Radio Programming
35006	\$143.81	American Medical Response Inc	CSA-17 Contract
35007	\$275.67	AT&T	Telephone: RSF5, RSF6
35008	\$2,268.53	AT&T Calnet 2/3	Telephone: RSF2, RSF3, RSF4
35009	\$442.22	Charter Communications Holdings, LLC	Cable - Admin
35010	\$6,746.68	Duthie Electric Svc Corp	Generator RSF4 - Maintenance & Service
35011	\$7,549.06	Eide Bailly LLP	Consulting Services- Financial
35012	\$8,500.00	Elite Command Training LLC	Suppression - Regional
35013	\$687.45	Fire ETC Inc	Safety Equipment
35015	\$16.98	Montagne, Sarah	Meetings/Meal Expenses
35016	\$182.64	Napa Auto Parts Inc	Apparatus: Parts & Supplies
35017	\$342.96	Olivenhain Municipal Water District	Water RSF6
35018	\$405.48	Pitney Bowes Inc	Equipment Rental
35019	\$1,269.00	Reyes, Sandra N.	Education/Training Reimbursement
35020	\$9,289.36	SDG&E	Elec/Gas/Propane: Admin, RSF1, RSF2, RSF4
35022	\$1,254.74	About Service Inc	Repair: ID 0981, ID 1781; Scheduled: ID 1982
35023	\$1,950.00	Affordable Mirrors	Building RSF1 Upgrades
35024	\$18,618.55	All Star Fire Equipment, Inc.	Safety Clothing (Protective)
35025	\$2,281.59	American Medical Response Inc	CSA-17 Contract
35026	\$547.00	APCD	Permit: County/City
35027	\$193.44	AT&T	Telephone: RSF1, RSF2, RSF3
35028	\$1,563.50	C.A.P.F.	Disability Ins Short & Long
35029	\$2,370.00	Cielo Village Partners LP	Cielo HOA Fees
35030	\$624.00	David Willis/Environmental Building	Building RSF2
35031	\$1,641.09	Direct Energy Business-Dallas	Elec/Gas/Propane RSF1
35032	\$125.86	Dish	Cable RSF6
35033	\$1,562.78	Duthie Electric Svc Corp	Generator Maintenance & Service: RSF1, RSF2, RSF3, RSF4, RSF5
35034	\$1,920.00	E7 Systems LLC	Consulting Services - Prevention
35035	\$683.67	EDCO Waste & Recycling Inc	Trash RSF6
35036	\$4,010.00	Engineered Mechanical Services Inc	Building: Admin, RSF1, RSF2, RSF3, RSF4, RSF5, RSF6
35037	\$332.26	Fire ETC Inc	Safety Equipment
35038	\$14.21	Griffin Hardware Co.	Fuel: Propane (Cooking)
35039	\$4,694.31	Guardian Life Insurance Co	Med/Dental - Retiree-Former Employees; Medical Insurance
35041	\$765.56	Home Depot, Inc	Station Maintenance - RSF1; Hydrant Maintenance; Unit 2111 Equip
35042	\$201.00	Liebert Cassidy Whitmore	Legal Services
35043	\$619.76	Lincoln National Life Ins Co	Life Insurance/EAP

Check No.	Amount	Vendor	Purpose
35044	\$2,963.11	Montagne, Sarah	Building RSF6 - Upgrades (Ladder inadvertently placed on personal card)
35045	\$325.00	Morris Mechanical	BA Compressor Maintenance
35046	\$448.50	Nationwide Medical Surgical Inc	CSA-17 Contract
35047	\$21,977.30	North County EVS Inc	Scheduled: ID 0311, ID 0811; Repair: ID 0311, ID 0811
35048	\$1,258.03	Olivenhain Municipal Water District	Water: RSF2, RSF4
35049	\$50.00	RSF Security Inc	Alarm System Monitoring RSF5
35050	\$7,223.79	SC Commercial LLC	Fuel: Gasoline & Diesel
35051	\$73.00	Terminix International	Building RSF5
35052	\$2,625.00	Verizon Wireless	Cellular - Telephone; CSA-17 Contract
EFT000000000766	\$40.32	Closs, Brandon	Prevention - Meal/Lodging/Travel Exp
	\$22,582.76	Various	Medical Reimbursement
	\$311,047.48		
ACH Transfer	\$72,857.07	CalPERS	CalPERS - April 2022 Health
ACH Transfer	\$72,856.11	CalPERS	CalPERS - May 2022 Health
ACH Transfer	\$165,664.80	CalPERS	CalPERS - March 2022 Retirement
Subtotal	\$311,377.98		
4/1/2022	\$309,422.50	Stipend	RSFFPD
4/15/2022	\$362,255.69	Payroll	RSFFPD
4/30/2022	\$277,399.67	Payroll	RSFFPD
Subtotal	\$949,077.86		
Total	\$1,571,503.32		



**Rancho Santa Fe Fire Protection District
Statement of Revenues and Expenses
For the Period Ending March 31, 2022
(Unaudited)**

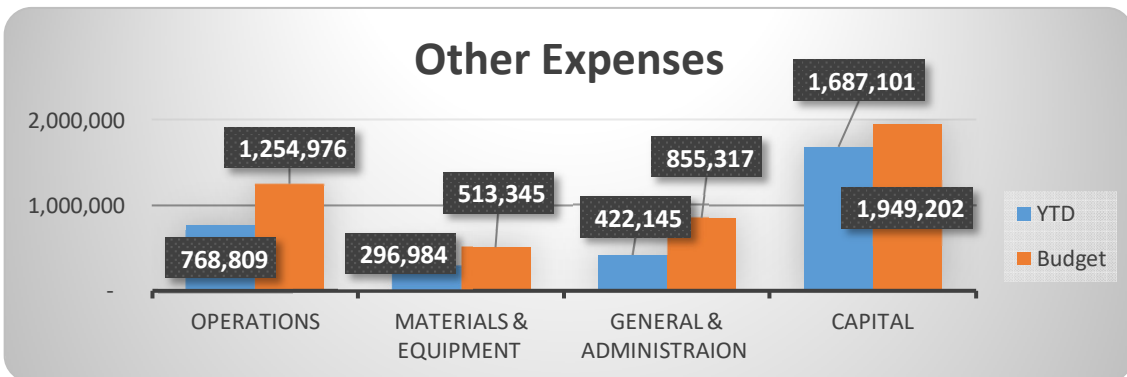
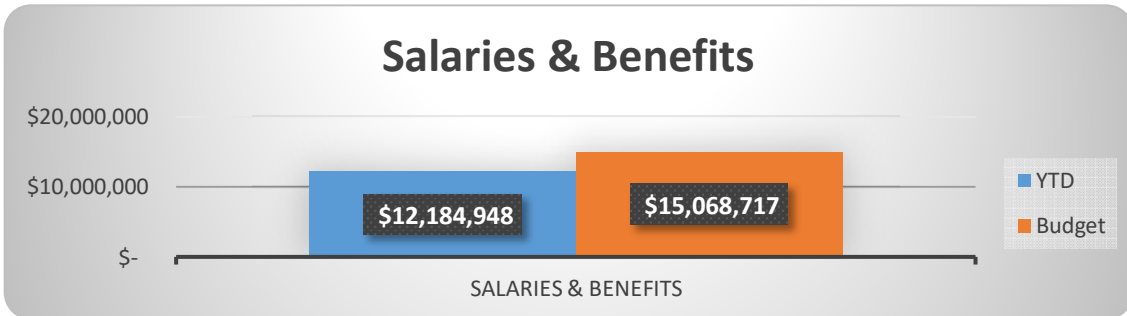
	<u>YTD</u>	<u>Budget</u>	<u>YTD %</u>
1 Operating Revenues	\$ 9,928,412	\$ 15,942,462	62%
2 Non-Operating Revenues	3,139,665	2,509,011	125%
3 Total Revenues	13,068,077	18,451,473	71%
4 Salaries & Benefits	\$ 12,184,948	\$ 15,068,717	81%
5 Operations	768,809	1,254,976	61%
6 Materials & Equipment	296,984	513,345	58%
7 General & Administraion	422,145	855,317	49%
8 Capital	1,687,101	1,949,202	87%
9 Total Expenses	15,359,987	19,641,557	78%
10 Net Income	\$ (2,291,910)	\$ (1,190,084)	

Preliminary - does not include all year end adjustments

No assurance is provided on these financial statements.

The financial statements do not include a statement of cash flows.

Substantially all disclosures required by accounting principles generally accepted in the United States are not included.





Rancho Santa Fe Fire Protection District
Detail Statement of Revenues and Expenses
For the Period Ending March 31, 2022
(Unaudited)

	YTD	Budget	YTD 75%
1 Operating Revenues			
2 Property Taxes	\$ 9,705,603	\$ 15,527,801	63%
3 Joint Facilities Community Agreement	222,809	414,661	54%
4 Total Operating Revenues	9,928,412	15,942,462	62%
5 Non-Operating Revenues			
6 Reimbursements, Grants & Other Revenue	2,899,143	1,969,523	147%
7 Rentals	336,757	415,157	81%
8 Interest Income	(96,235)	124,331	-77%
9 Total Non-Operating Revenues	3,139,665	2,509,011	125%
10 Total Revenues	13,068,077	18,451,473	71%
11 Operating Expenses			
12 Salaries and Benefits			
13 Employee Salaries	5,872,762	8,148,197	72%
14 Employee Overtime	1,690,618	1,656,738	102%
15 Employee Benefits	4,621,569	5,263,782	88%
16 Total Salaries and Benefits	12,184,948	15,068,717	81%
17 Operations			
18 Utilities	235,355	341,011	69%
19 Fleet Maintenance	100,693	266,611	38%
20 Structures & Grounds	183,279	258,408	71%
21 Dispatch Services	123,391	207,000	60%
22 Communications Expense	47,895	98,400	49%
23 Fuel & Fuel Facility	71,899	76,546	94%
24 Emer Incident Meals & Misc	6,296	7,000	90%
25 Total Operations	768,809	1,254,976	61%
26 Materials & Equipment			
27 Equipment & Services	92,786	190,771	49%
28 CSA Medical Expenses	113,701	142,044	80%
29 Safety Equipment & PPE	63,381	117,718	54%
30 Repairs & Maintenance	12,006	36,963	32%
31 Supplies & Permits	15,109	25,849	58%
32 Total Materials & Equipment	296,984	513,345	58%



**Rancho Santa Fe Fire Protection District
Detail Statement of Revenues and Expenses
For the Period Ending March 31, 2022
(Unaudited)**

	YTD	Budget	YTD 75%
33 General & Administrative			
34 Professional Services	142,872	303,322	47%
35 Professional Dev & Training	48,688	153,520	32%
36 County Admin Costs	59	141,251	0%
37 Liability Insurance	131,549	135,958	97%
38 Memberships & Subscriptions	37,610	46,410	81%
39 Miscellaneous Fees & Notices	22,247	33,360	67%
40 Meetings & Special Events	14,431	22,322	65%
41 Office Expenses	24,690	19,173	129%
42 Total General & Administraion	422,145	855,317	49%
43 Capital			
44 Capital - Facilities	36,584	75,000	49%
45 Capital - Apparatus	738,361	710,000	104%
46 Capital - Equipment	26,206	40,825	64%
47 Capital - Vehicle	43,417	-	0%
48 Depreciation Expense	842,533	1,123,377	75%
49 Total Capital	1,687,101	1,949,202	87%
50 Total Expenses	15,359,987	19,641,557	78%
51 Net Income	\$ (2,291,910)	\$ (1,190,084)	

*YTD - Year to Date

Preliminary - does not include all year end adjustments

No assurance is provided on these financial statements.

The financial statements do not include a statement of cash flows.

Substantially all disclosures required by accounting principles generally accepted in the United States are

RANCHO SANTA FE FIRE PROTECTION DISTRICT

Financial Statement Analysis

March 2022 – 75% of Fiscal Year

Line 2 Property Taxes: YTD (Year to date) is 63% of budget – the majority of property taxes are received in December and April, and as such, this line item can appear high or low depending upon time of the year.

Line 3 Joint Facilities Community Agreement: YTD is 54% of budget – the assessments are received in January and June, therefore this line will not catch up to budget until June.

Line 6 Reimbursements Grants & Other Revenue: Includes plan check fees, Inspection fees, sprinkler fees, grant revenue, and miscellaneous reimbursements. YTD is over budget due to COVID 19 fiscal relief monies received from the State of California Department of Finance for \$1.1M.

Line 7 Rentals: Consists of space rent and cell tower revenue at various locations along with meeting revenues. YTD is 81% of budget due to North County Dispatch being rented out more than anticipated.

Line 8 Interest Income: Consists of interest income from all cash accounts and unrealized gain or loss on the CalTrust account. YTD is a negative due to unrealized losses in the CalTrust account.

Line 13 Employee Salaries: Includes salaries and leave pay for all staff. YTD is at 72% of budget.

Line 14 Employee Overtime: Includes operations, training, administration overtime, and strike teams. YTD is over budget due to more strike teams.

Line 15 Employee Benefits: Includes retirement and health insurance. YTD is 88% of budget due to the annual payment for the PERS unfunded liability paid in July.

Line 18 Utilities: Includes all utilities associated with all facilities. YTD is under budget at 69% due to timing of when bills are paid.

Line 19 Fleet Maintenance: Includes all preventative maintenance for staff vehicle and apparatus such as lube, oil, filter, and fluid checks. YTD is under budget at 38% due to less maintenance than anticipated.

Line 20 Structure & Grounds: Includes building maintenance for all stations and the administration building, along with HOA fees. The budget included building upgrades to station 1 and a new HVAC system for station 4. YTD budget is at 71%.

Line 21 Dispatch Services: Includes all fees associated with dispatching emergency calls. YTD is 60% under budget due to the delay in billing from the JPA.

Line 22 Communication Expense: Includes cost associated with the 800 MHz network, radio and cellular maintenance, repair, and replacement. YTD is at 49% of the budget due to less repairs needed.

Line 23 Fuel & Fuel Facility: Consists of fuel costs for pumps at stations 2, 4 & 5. YTD is over budget at 94% due to the rising cost of fuel.

Line 24 Emer Incident Meals & Misc: Includes food and lodging costs associated with strike teams. YTD is at 90% due to strike teams that happened in the beginning of the year.

Line 27 Equipment & services: Includes station equipment, tools, and services. YTD is under budget at 48% due to less equipment needed.

Line 28 CSA Medical Expenses: Includes all medical supplies. YTD at 80%.

Line 29 Safety Equipment & PPE: Includes all the safety clothing and boots, as well as safety equipment such as firefighting foam and rescue bags. YTD is under budget at 54% due to a majority of purchases being made in the last quarter of the fiscal year.

Line 30 Repairs & Maintenance: Consists of repairs and maintenance on generators, elevators, and office equipment. YTD is under budget at 32 % due to less repairs needed.

Line 31 Supplies & Permits: Includes permits for hazardous material and generators, along with supplies. YTD is under budget at 58% due to less supplies needed.

Line 34 Professional Services: Includes services for human resources, legal, weed abatement and dispatching along with miscellaneous other services. YTD is at 47% due to less services needed than anticipated.

Line 35 Professional Dev & Training: Includes education reimbursement, and conferences for safety, admin, and fire prevention. YTD is under budget at 32% due to less in person conferences attended.

Line 36 County Admin Costs: This is the administrative fee that the county charges for processing tax apportionments. The fee is accounted for at year end.

Line 37 Liability Insurance: Consists of business and auto insurance, paid in July of every year.

Line 38 Memberships & Subscriptions: Includes membership and subscriptions for various associations. This line item can appear high or low depending upon timing of dues.

Line 39 Misc. Fees & Notices: Includes fees for health administrative fee, elections, LAFCO and weed abatement notices. YTD is at 67% due to no election fees for the current fiscal year.

Line 40 Meetings & Special Events: Consists of expenses for weekly leadership meetings, quarterly staff meetings, badge ceremonies and employee appreciation. YTD is at 65% due to less meetings than anticipated.

Line 41 Office Expenses: Includes all office supplies, post office box rental, mail delivery service, and postage. YTD is over budget due to the need for more postage needed than budgeted.

Line 44 Capital - Facilities: Includes improvements or upgrades to facilities. Current year budget consists of upgrades to station 1 building for tenants, to be completed by year end.

Line 45 Capital - Apparatus: Includes type 1 engine budgeted for and put into service at station 1.

Line 46 Capital – Equipment: Includes implementation of new accounting software.

Line 47 Capital – Vehicle: Consists of new equipment for vehicle purchases in prior year.

Line 48 Depreciation Expense: Includes depreciation expense, a noncash item, recorded every quarter. New fiscal year will be done at year end.

Line 51 Net Income: This is Revenues minus Expenses. Overall, the District is showing a net loss through March as a result majority of tax apportionments being received in April.



Rancho Santa Fe Fire Protection District
Balance Sheet
For the Period Ending March 31, 2022
(Unaudited)

	Mar-22	Mar-21
Assets		
Cash - General	\$ 9,652,876	\$ 7,063,595
Cash - Reserves	7,602,830	7,574,727
Restricted Cash and Investments	570,500	838,766
Accounts Receivable	315,491	402,246
Fixed Assets	21,914,018	22,276,815
Total Assets	40,055,715	38,156,149
Liability		
Current Liabilities	625,830	938,330
Accounts Payable	1,123,832	1,241,426
Net Pension Liability	8,163,062	7,263,984
Long Term Liabilities	890,675	1,421,692
Total Liability	10,803,399	10,865,432
Fund Balance	\$ 29,252,316	\$ 27,290,717

Preliminary - does not include all year end adjustments

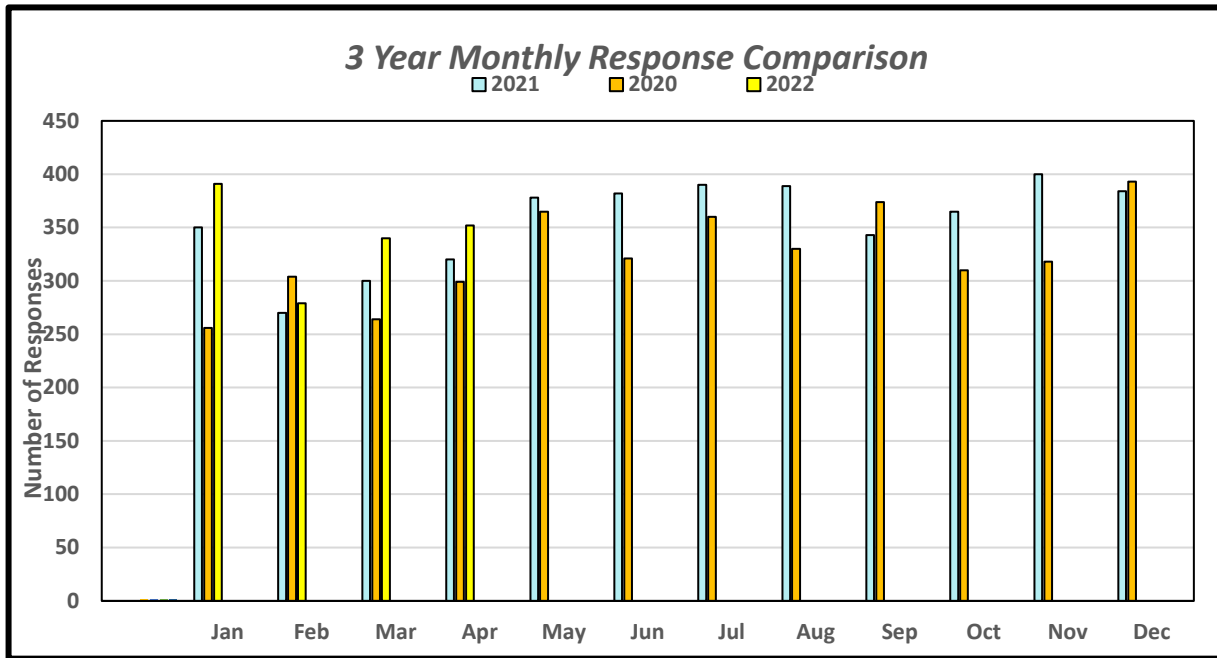
No assurance is provided on these financial statements.

The financial statements do not include a statement of cash flows.

Substantially all disclosures required by accounting principles generally accepted in the United States are not included.

Rancho Santa Fe Fire Protection District Operations Report

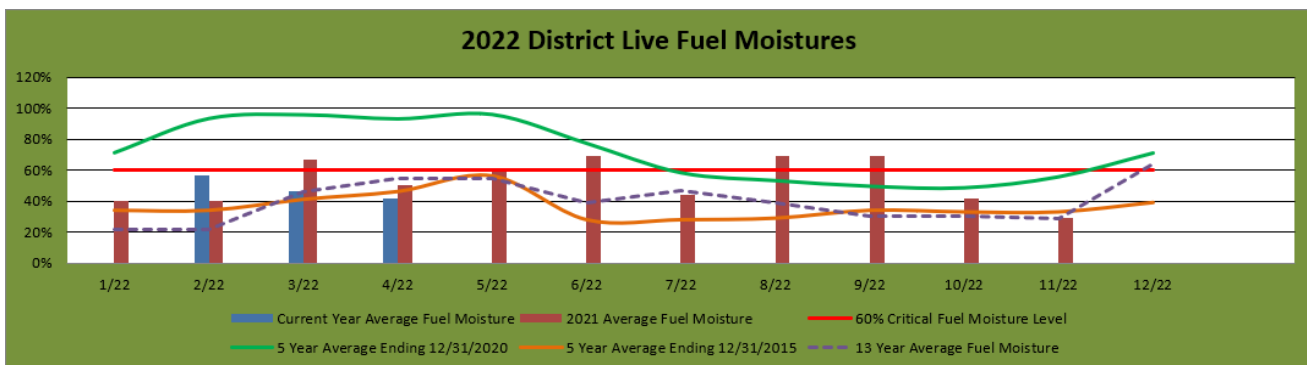
April 2022



3 Year Call Volume Tracker:

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD Responses
2022													
Responses	391	279	340	352									1,362
YTD	391	670	1010	1362									
2021													
Responses	350	270	300	320	378	382	390	389	343	365	400	384	4,271
YTD	350	620	920	1240	1618	2000	2390	2779	3122	3487	3887	4271	
2020													
Responses	256	304	264	299	365	321	360	330	374	310	318	393	3,894
YTD	256	560	824	1123	1488	1809	2169	2499	2873	3183	3501	3894	

Monthly Fuel Moisture:



Rancho Santa Fe Fire Protection District Operations Report

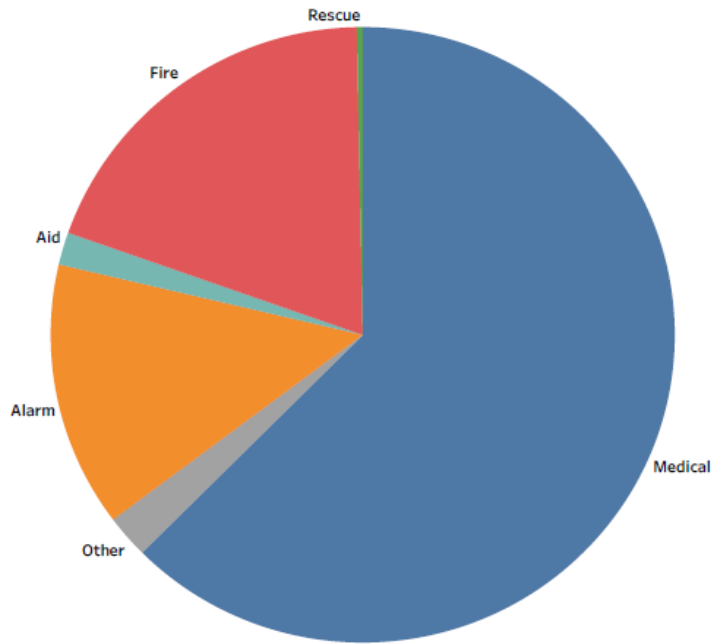
April 2022

Monthly Incidents

Assigned Incidents for RANCHO SANTA FE FPD
April 2022

Agency
RANCHO SANTA FE FPD

Month and Year
April 2022



Medical	220 incidents / 62.50%
Fire	68 incidents / 19.32%
Alarm	49 incidents / 13.92%
Aid	6 incidents / 1.70%
Rescue	1 incidents / 0.28%
Other	8 incidents / 2.27%
Grand Total	352 incidents / 100.00%

Problem Category

- Medical
- Other
- Alarm
- Aid
- Fire
- Rescue

Assigned incidents for all RANCHO SANTA FE FPD units.

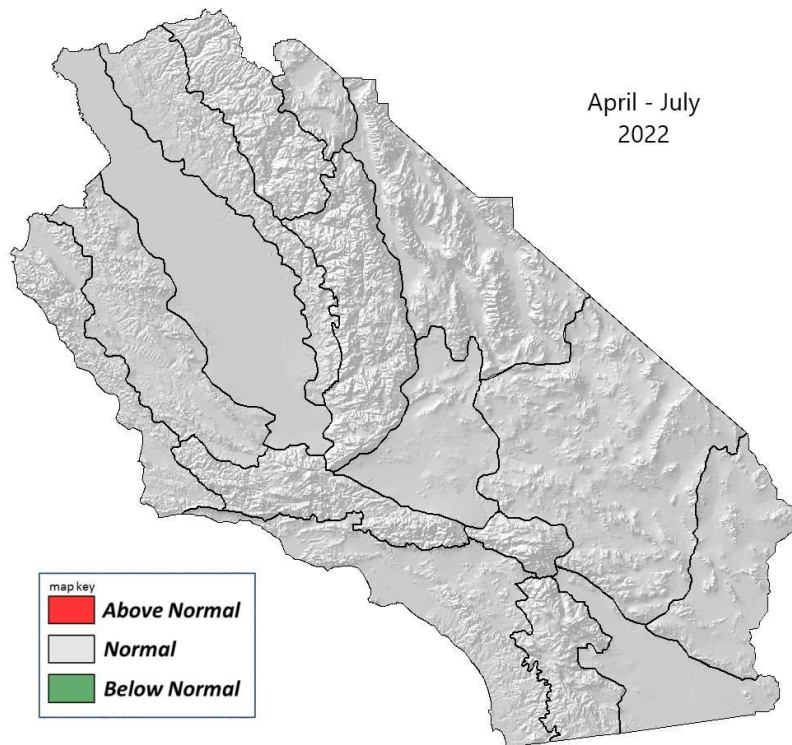
Data Last Updated: 5/4/2022 8:17:18 AM UTC

Significant Incidents:

Date:	Incident:	Units Assigned:
3/28/2022	Horse Rescue	E263, E264, M264

Covid-19 Agency Status: As of May 5th, 2022

	<u>Positive</u>
Fire Suppression Personnel	0
Administration and Prevention	0



***Monthly Images will only be shown when there are changes**

April 2022 - July 2022 South Ops Highlights

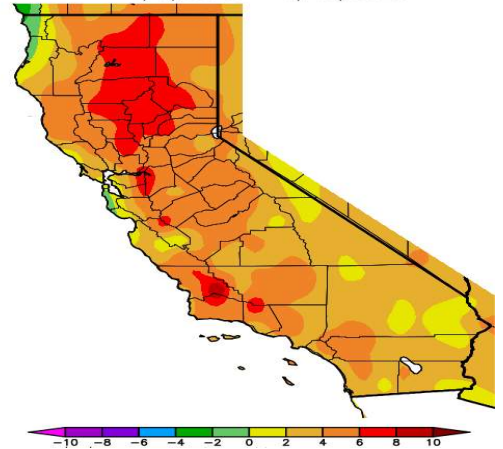
- Temperatures will likely be above normal through July.
- Rainfall will likely be below normal through June.
- The amount of Santa Ana wind events will likely be near to a little above normal in April and May.
- The marine layer will likely be shallower and not penetrate as far inland as normal in May and June.
- Monsoon shower and thunderstorm activity will likely be near to above normal in July.



Weather Discussion

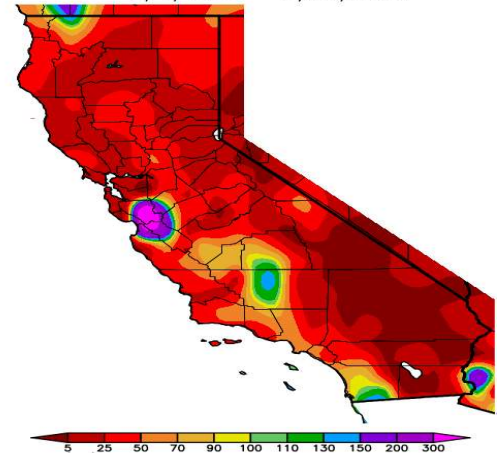
High pressure remained just off the California Coast most of March, just like it did in January and February. The area of high pressure caused temperatures to be above normal most of the month. However, a few troughs brought brief periods of below normal temperatures. Overall, temperatures were above normal in March, with the greatest anomalies over the coastal areas (**Fig 1**). Our first significant storm since the end of December occurred at the end of the month. Most locations away from the deserts received between a half inch and 2 inches of rainfall with this storm. The other troughs came out of the north and brought scattered showers with light precipitation totals on a few days. Most of the area received below normal precipitation in March. However, near to a little above normal precipitation occurred over the southern part of the San Joaquin Valley and southern San Diego County (**Fig 2**). The snowpack in the Sierra is now melting rapidly and it is currently between 40% and 50% of normal (**Fig 3**). Light to moderate Santa Ana wind events occurred throughout the month. There were brief periods of strong westerly winds over the mountains and deserts ahead of each trough.

Av. Max. Temperature dep from Ave (deg F)
3/1/2022 – 3/30/2022



**Fig 1: March 1st - March 30th
Temperature (% of Ave.)**

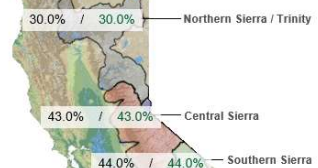
Percent of Average Precipitation (%)
3/1/2022 – 3/30/2022



**Fig 2: March 1st - March 30th
Precipitation (% of Ave.)**

Data For: 30-Mar-2022

% Apr 1 Avg. / % Normal for this Date



**Fig 3: Snow pack as of March 30th,
2022**



Fuels Discussion

The drought is getting worse since precipitation has been well below normal since January (**Fig 4**). Most of the San Joaquin Valley as well as the deserts bordering Nevada and Arizona are now in extreme drought. The rest of Central and Southern California is mainly in severe drought. The only exception is that moderate drought continues from the mountains westward south of Los Angeles County. Both the 1000-hr and 100-hr dead fuel moisture remained below normal and broke record low values most of the month (**Figs 5 @ 6**). The curing phase of the fine fuels across the lower elevations has started to begin. The live fuel moisture is now starting to decrease, but it remains well above normal (**Fig 7**). Usually, the live fuel moisture peaks in early to mid-April so we are around a month ahead of schedule.

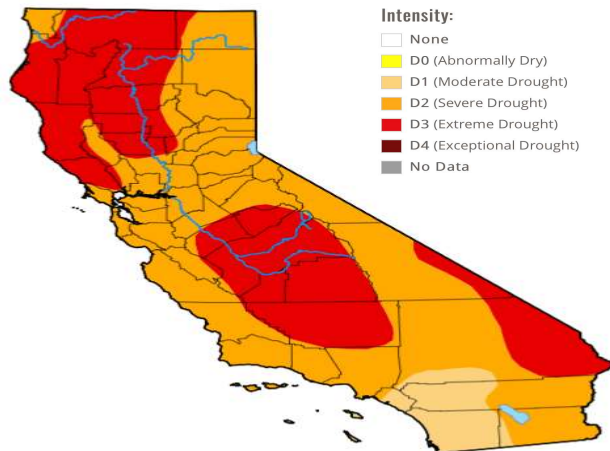


Fig 4: Drought Monitor March 31st, 2022

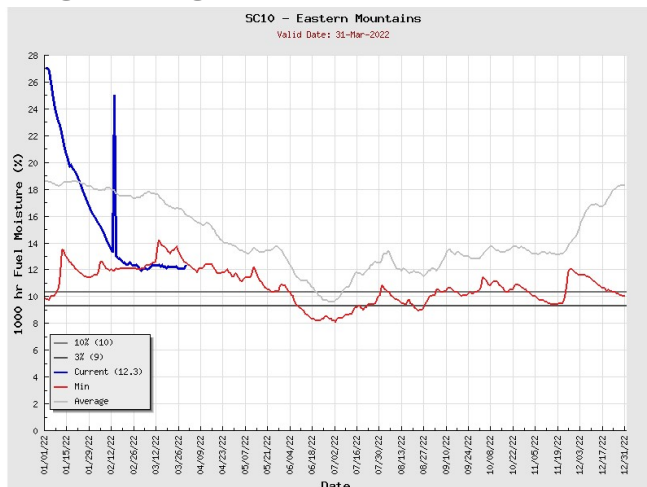


Fig 5: Eastern Mountains 1000 hr Dead fuel moisture March 31st

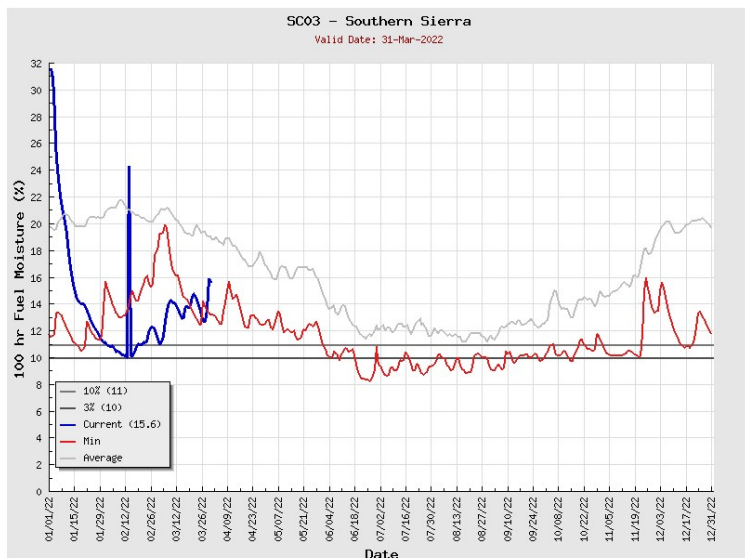


Fig 6: Southern Sierra 100 hr Dead fuel moisture March 31st

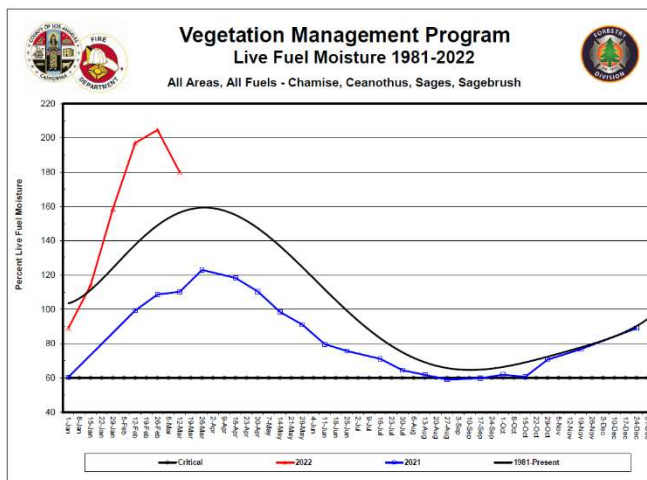


Fig 7: LA County Live Fuel Moisture March 15th

SOUTH OPS OUTLOOK

Sea surface temperatures are warming both over the Gulf of Alaska and Equatorial Pacific and are expected to continue to warm through the summer months (**Fig 8**). The sea surface temperatures off the West Coast have cooled to a little below normal, but computer models show that these sea surface temperatures will warm to a little above normal over the next several months (**Fig 9**). Thus, expect the area of high pressure to remain just off the California Coast through the middle of June. This area of high pressure will continue to bring above normal temperatures and below normal precipitation to the region. Troughs moving into the Great Basin and Desert Southwest from the Pacific Northwest will bring occasional Santa Ana wind events to Southern California in April and May, but they will get weaker with time as the temperature gradient relaxes. Still expecting the marine layer over the coastal areas to be more shallow than normal in May and June. Even though temperatures will likely be above normal and precipitation below normal through June, the potential for large fire will be near to a little below normal due to well below normal fine fuel loading. The area of high pressure off the California Coast will become centered over the interior during the end of June and July as the land mass warms. Looking for the area of high pressure to migrate back and forth between the Four Corners Area and the Great basin. In this position, monsoon flow will push into Central and Southern California. There will likely be near to above normal monsoon shower and thunderstorm activity during the summer months. Even though temperatures will likely remain above normal this summer, expect near to a little below normal large fire potential due to the shower activity from the monsoon.

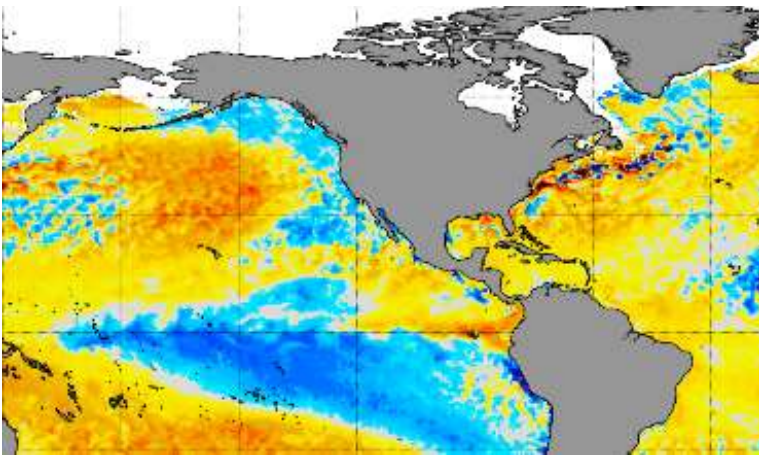


Fig 8: Sea Surface Temperature Anomaly, March 30th, 2022

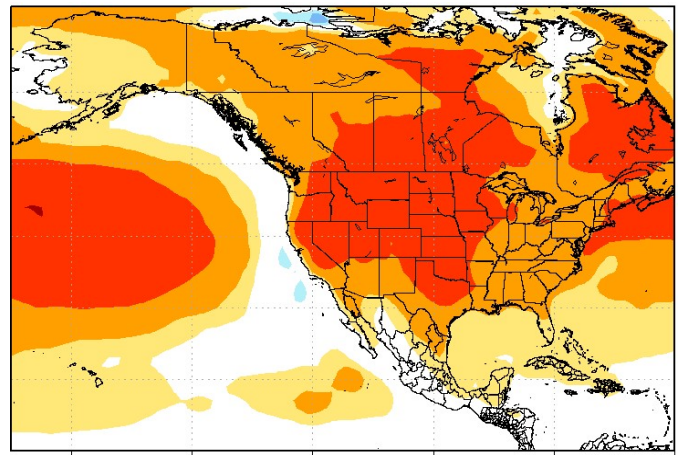
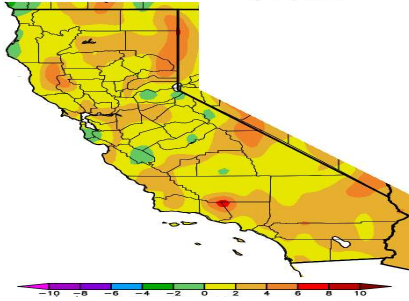


Fig 9: Forecast Temperature Anomalies for April through July, March 30th, 2022



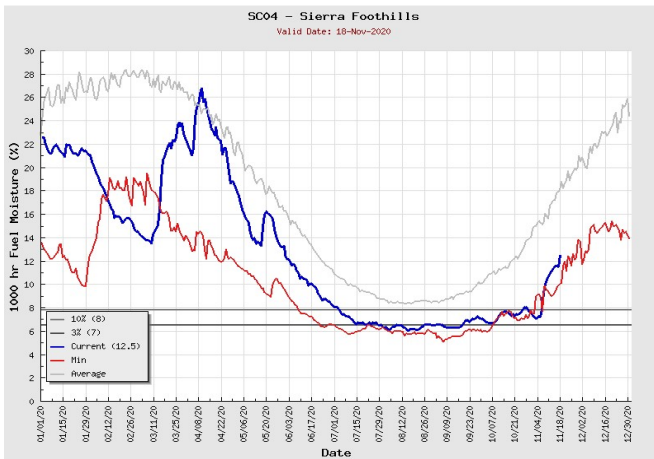
Select Intel Links used in the forecast

Av. Max. Temperature dep from Ave (deg F)
 11/1/2020 - 11/19/2020



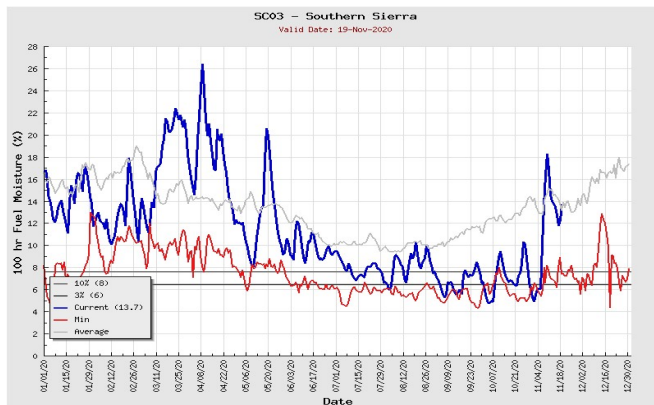
Climate

- <https://calclim.dri.edu/pages/anommaps.html>



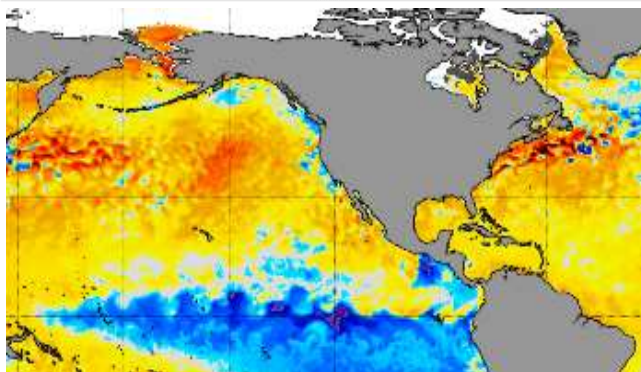
1000 hr dead fuel moisture

- https://gacc.nifc.gov/oscc/fuelsFireDanger_Thousand.php



100 hr dead fuel moisture

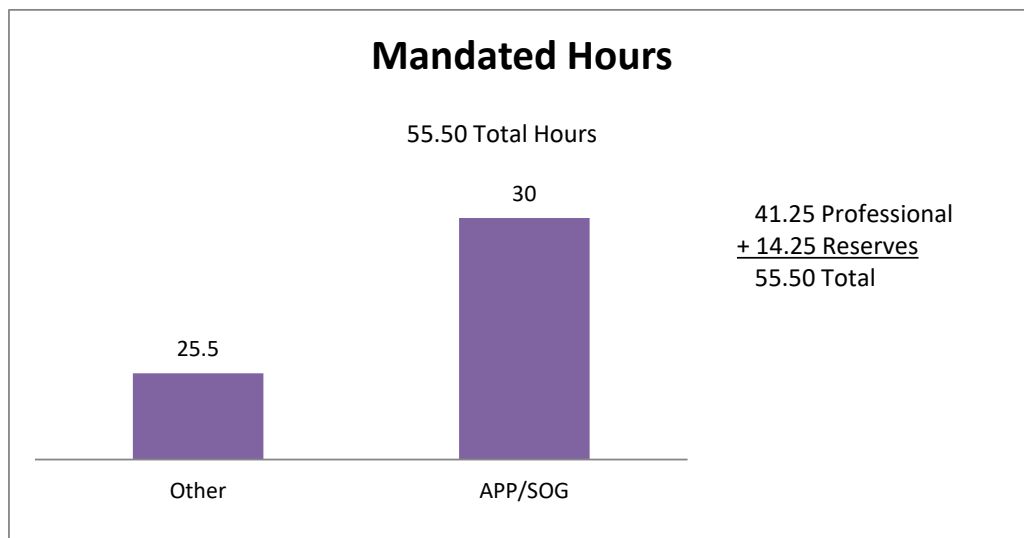
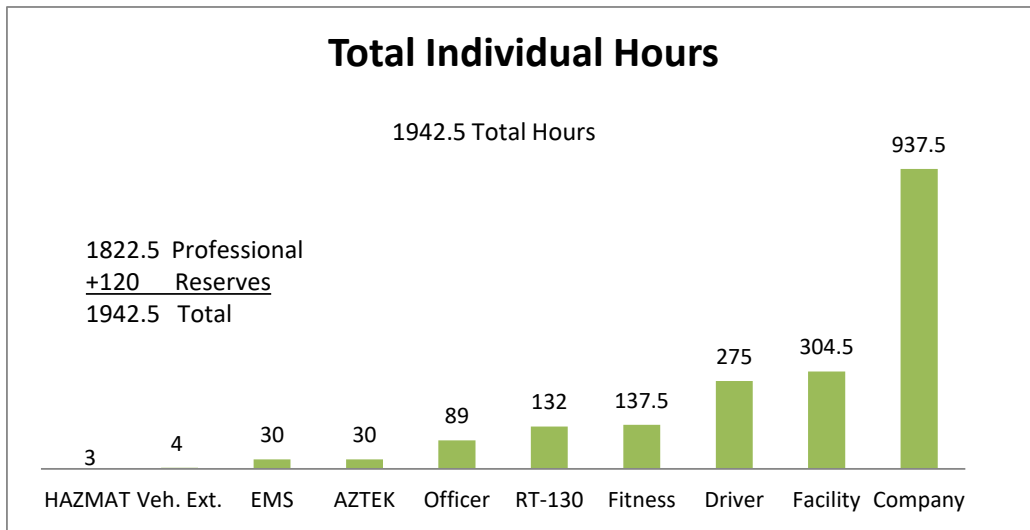
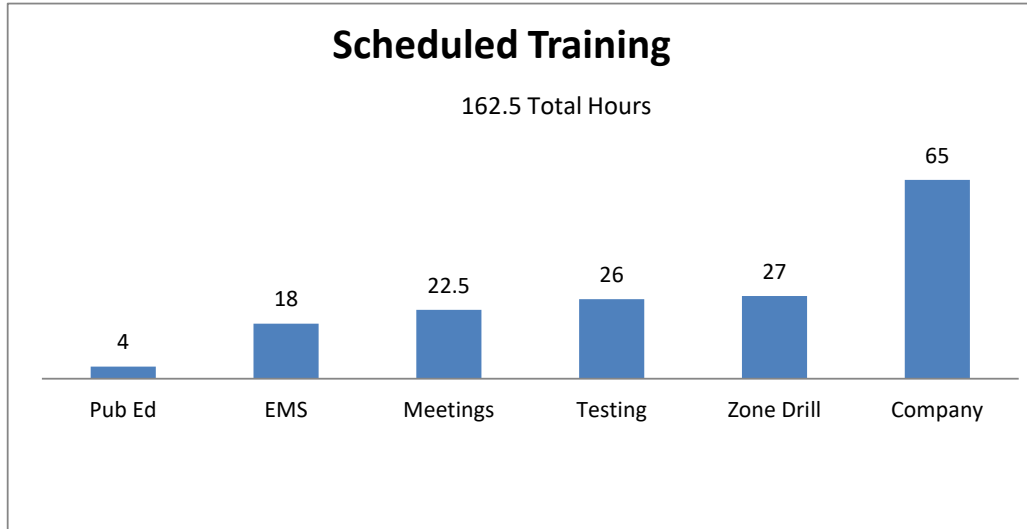
- https://gacc.nifc.gov/oscc/fuelsFireDanger_Hundred.php



Current sea surface temperatures

- <https://www.ospo.noaa.gov/Products/ocean/sst/anomaly/>

**Training Division
April 2022**



See next page for descriptions.

Training Division - Descriptions

Scheduled Training		
Training hours are planned annually. This is to maintain a well organized year and to help the firefighters be successful with the hours required by Federal, State, Local.		
Total Individual Hours - 6 Subjects		
Subject	Definition	Examples
Company	Documentation of all Company Training that is not Driver, Officer, Haz-Mat, or Facility Training.	Aerial Ladder, Hose, Ladders, Physical Fitness, SCBA, Technical Rescue, Ventilation, etc.
Driver	This is for documenting Driver Training hours. Per ISO standards employees considered a "Driver" will be required to complete 12 hours of Driver Training annually. You can use this same form to record Driver Training hours for Non-Drivers and it will be counted towards Company Training.	Apparatus Inspections & Maintenance, Basic Hydraulics, Defensive Driving, Maps, Driving Heavy Vehicles, Etc.
Facility	This is live training conducted at an approved site. For the location to be approved it must have at least two acres on the property, a three story tower, and a burn facility. It is also important to note that the training must not just occur on the approved site, but the facility itself must be used. If your users are just sitting in a classroom at an approved site, this cannot count towards facility hours and the completion would need to be applied elsewhere. However, if the classroom portion was followed by utilization of the facility, the entire time could count towards Facility Training.	Company Evolutions, NFPA 1410 Driver/Operator, NFPA 1002 Fire Officer, NFPA 1021 Firefighter Skills, NFPA 1001 Hazardous Materials, NFPA 472 Live Fire, NFPA 1403 Other NFPA Fire Based Training
HazMat	This is for documenting Hazardous Materials Training hours. Per ISO standards all firefighters are required to complete 6 hours of Hazardous Materials Training annually.	DOT Guidebook Review, Decontamination Procedures, First Responder Operations, Etc.
Officer	Per ISO standards employees considered a "Officer" will be required to complete 12 hours of Officer Training annually. You can use this same form to record Officer Training hours for Non-Officers and it will be counted towards Company Training.	Dispatch, General Education, Meetings, Orientation, Exam, Management Principles, Personnel, Promotional, Public Relations, Etc.
EMS	EMS is not tracked or required by Insurance service Organization for Rating. EMS Continuing Education is tracked for recertification of Paramedics (48/2yrs) and EMT (24/2yrs). Through Emergency Service Medical Administration (EMSA).	Continuing Education and SIMS
Mandated Hours		
Hours completed through an assignment on an online database (Target Solutions). Mandated assignments are required by either Federal, State, Local.		

PLAN REVIEWS					
Plan Type	# of New Reviews	# of Resubmittals	Approved New SQFT (Mit Fees)	SQFT Reviewed (No Mit Fees)	Total SQFT Reviewed
New Residential	17	4	19720	48638	68358
Residential Additions/Remodels	10	4	5065	4707	9772
New Commercial	0	0	0	0	0
Commercial T.I.	3	0	0	0	0
Tents/Special Events	4	0	0	0	0
Rack Storage	1	0	0	0	0
Preliminary	8	2	0	30586	30586
Fire Suppression Systems	12	7	0	0	0
Alarms	2	0	0	0	0
Landscaping	21	7	0	0	0
Grading/Mylars/Improvement Plans	4	1	0	0	0
Underground	2	0	0	0	0
Hood System	0	0	0	0	0
Tanks	0	0	0	0	0
Cell Sites	2	0	0	0	0
DSS/CCL	0	0	0	0	0
DPLU	1	0	0	184000	184000
Solar Panels	4	0	0	0	0
High Piled Storage	1	0	0	0	0
High Hazard/Communications/Other	0	0	0	0	0
Spray Booth	0	0	0	0	0
Fire Protection Plans	0	0	0	0	0
Technical Reports	0	0	0	0	0
TOTAL	92	25	24785	267931	292,716

INSPECTIONS	
Inspection Type	# of Inspections
Alarms	-
Fire Supression Systems	25
Building Construction	11
Landscaping	13
Tent/Special Event	8
Gates/Knox	2
Site Visit	-
Technical Report/FPP	-
Underground	-
Annual Inspection	5
DSS Licensing	-
Other	3
TOTAL	67

SPECIAL PROJECTS	
Project Type	# of Projects
Grants	-
GIS	2
Forms (Updates/New)	2
Project Research	-
Computer Programming/I.T.	-
Emergency Response Support	-
Annual Mailer (Weed Abatement)	1
Board Report Formatting/ Design	-
Other	-
TOTAL	5

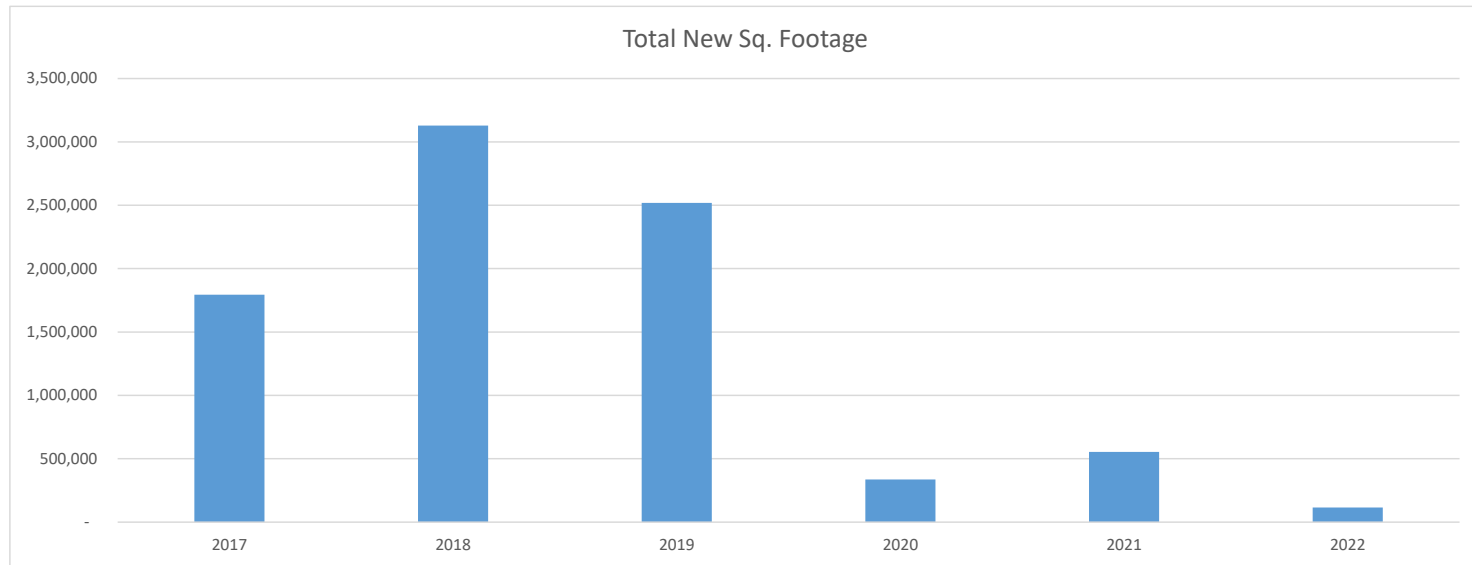
MEETINGS	
Meeting Type	# of Meetings
H.O.A	1
Staff	14
Board	1
On-Site Project Meetings	16
In-Office Project Meetings	26
Shift	-
Captain's	-
Weed Abatement	11
County	2
Code Development	-
Support/I.T. Development	2
San Diego County FPO's	3
Community Stakeholder Meetings	-
North Zone	3
Other	1
TOTAL	80

TRAINING/EDUCATION	
No. of Training Classes	Staff Hours
0	20
0	6
0	5
0	0
TOTAL	31

WEED ABATEMENT	
Activity	# of Inspections
Weed Abatement Inspection	153
Weed Abatement Reinspection	-
1st Notice	-
Final Notice	-
Posting	-
Notices Printed	723
Abated	1
Forced Abatement	-
TOTAL	

OFFICE SUPPORT	
Activity	# Completed
Phone Calls	972
Correspondence	5,751
Walk in/Counter	308
Knox Application Request	4
Burn Permits	2
Plans Accepted/Routed	93
Special Projects	2
Scanning Documents/Electronic Files	213
Meetings: Admin/Prevention/Admin Shift	3
Post Office Runs	-
Deposit Runs/Preparations	4
TOTAL	7,352

Rancho Santa Fe Fire Protection District
Fire Prevention Bureau Monthly Activity Summary



Total New Square Footage (*Reflected in Chart Above)

Year	Total
2017	1,793,936
2018	3,128,964
2019	2,519,545
2020	336,899
2021	554,173
2022	115,217

Total New Square Footage Only

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2020	29,226	41,043	38,102	25,751	38,400	7,290	16,516	15,384	77,848	15,070	22,529	9,740
2021	29,808	23,298	50,000	29,760	7,104	19,361	24,413	1,794	33,357	106,768	99,103	129,407
2022	42,895	14,666	32,871	24,785								

Comparison Total Reviewed Square Footage

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2019	240,861	691,306	274,736	307,024	412,556	248,869	287,395	424,065	250,518	742,439	440,335	137,995
2020	40,748	86,593	145,794	76,506	54,651	42,950	47,950	91,532	163,417	127,963	59,192	47,677
2021	90,462	89,135	111,456	98,218	118,557	151,000	203,116	254,055	312,253	204,313	171,023	137,116
2022	128,254	204,226	162,816	292,716								

RESOLUTION No. 2022-12

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE RANCHO SANTA FE FIRE PROTECTION DISTRICT PROCLAIMING A LOCAL EMERGENCY PERSISTS, RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR NEWSOM'S EXECUTIVE ORDERS N-25-30, ISSUED MARCH 12, 2020; N-33-20 ISSUED MARCH 19, 2020, AND RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF RANCHO SANTA FE FIRE PROTECTION DISTRICT FOR THE PERIOD MAY 12, 2022 THROUGH JUNE 10, 2022 PURSUANT TO THE BROWN ACT PROVISIONS.

WHEREAS, the Rancho Santa Fe Fire Protection District is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of Rancho Santa Fe Fire Protection District's legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the District's legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provision for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the District's boundaries, caused by natural, technological or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, the Board of Directors previously adopted a Resolution, Number 2021-16 on September 29, 2021, finding that the requisite conditions exist for the legislative bodies of Rancho Santa Fe Fire Protection District to conduct remote teleconference meetings without compliance with paragraph (3) of subdivision (b) of section 54953; and

WHEREAS, as a condition of extending the use of the provisions found in section 54953(e), the Board of Directors must reconsider the circumstances of the state of emergency that exists in the District, and the Board of Directors has done so; and

WHEREAS, emergency conditions persist in the District, specifically, specifically, the Covid-19 state of emergency remains active and the Governor's Covid-19 Emergency Proclamation of March 4, 2020 remains in effect; and

WHEREAS, the Board of Directors does hereby find that, social distancing has been ordered by state and local public health authorities due to the imminent health and safety risks of in person contacts and meetings during the COVID-19 emergency; and

WHEREAS, the Board of Directors recognizes the social distancing orders of state and local public health authorities, and hereby finds that the state of emergency related to Covid-19, and the risk of contagion of Covid-19 for attendees at in-person meetings has caused, and will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District; and

WHEREAS, the Board of Directors desires to affirm a local emergency exists, re-ratify the proclamation of state of emergency by the Governor of March 4, 2020, and re-ratify the state and local orders of public health authorities for social distancing; and

WHEREAS, as a consequence of the local emergency persisting, the Board of Directors does hereby find that the legislative bodies of Rancho Santa Fe Fire Protection District shall continue to conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall continue to comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

WHEREAS, the Board of Directors adopted virtual meeting protocols on April 15, 2020, which include options for public participation.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF Rancho Santa Fe Fire Protection District DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Affirmation that Local Emergency Persists. The Board of Directors hereby considers the conditions of the state of emergency related to COVID-19 in the District and proclaims that a local emergency persists throughout the District, recognizes that social distancing orders have been issued by state and local public health authorities, and finds that in person meetings would present imminent risks to the health and safety of attendees.

Section 3. Re-ratification of Governor's Proclamation of a State of Emergency. The Board hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of March 4, 2020.

Section 4. Remote Teleconference Meetings. The Staff and legislative bodies of Rancho Santa Fe Fire Protection District are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, continuing to conduct open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) June 10, 2022, or such time the Board of

Directors adopts a subsequent resolution in accordance with Government Code section 54953(e) (3) to extend the time during which the legislative bodies of Rancho Santa Fe Fire Protection District may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED AND ADOPTED by the Board of Directors of Rancho Santa Fe Fire Protection District], this 11th day of May 2022 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

James H. Ashcraft
Board President

ATTEST:

Alicea Caccavo
Board Clerk

STAFF REPORT

NO. 22-02

TO: BOARD OF DIRECTORS
FROM: DAVE MCQUEAD, FIRE CHIEF
SUBJECT: PINNACLE AT SANTA FE VALLEY
DATE: MAY 5, 2022



RECOMMENDATION:

Action Item 1: Staff recommends the Board of Directors accept the Site Improvement Bond dated April 28, 2022 for two million four hundred eleven thousand seven hundred dollars and zero cents (\$2,411,700.00) with Pinnacle at Santa Fe Valley, LLC as principal owned by Mr. Ali R. Shapouri and Mr. Yun C. Yung. The Site Improvement Bond documentation (Exhibit A) has been reviewed and approved by the District's legal counsel.

The new Site Improvement Bond for principal Pinnacle at Santa Fe Valley will replace an existing special purpose cash account as security for the performance of an Improvement Deferral Agreement (IDA) between then developer Jerome Shaw and the Rancho Santa Fe Fire Protection District. The IDA was agreed upon and signed on April 20, 2004.

Action Item 2: Upon the acceptance of Action Item 1 by the Board of Directors, Staff recommends the Board of Directors direct staff to release the special purpose account created on April 20, 2004 between Jerome Shaw and the Rancho Santa Fe Fire Protection District along with any accrued interest back to the Shaw Family Trust. The special purpose account is held with the Wells Fargo Bank in the sum of two million four hundred eleven thousand seven hundred dollars and zero cents (\$2,411,700.00). The special account can only be released by written authorization by the Rancho Santa Fe Fire Protection District.

BACKGROUND:

During the subdivision application process for the Rancho Hills project, developer Jerome Shaw agreed to an Improvement Deferral Agreement (IDA) with the District on April 20, 2004 with then Fire Marshal Cliff Hunter. At the time, the estimated construction and improvement cost for the Four Gee Road improvements, including water lines, hydrants, water pumps, etc. was estimated at \$2,411,700.

STAFF REPORT 22-02

The special purpose cash account was created for “security for the performance of Mr. Shaw” under the IDA dated April 20, 2004 and held at the Wells Fargo Bank located at 6008 Paseo Delicias, Rancho Santa Fe, Ca 92067-9512. Mr. Shaw provided three (3) cashier checks for the total sum of \$2,411,700.00 payable to “Rancho Santa Fe Fire Protection District/ Improvement 4G Road/Shaw.”

CURRENT SITUATION:

Recorded on February 24, 2022, with the County of San Diego, The Rancho Hills Investments LLC, granted to Pinnacle at Santa Fe Valley, LLC, the undeveloped real property parcels located in the City of San Diego, County of San Diego, State of California below:

PARCEL A: APN 678-020-24 & 678-060-40

PARCEL B: APN 678-020-25 & 678-060-41

PARCEL C: APN 678-060-42

Mr. Ali R. Shapouri and Mr. Yun C. Yung of Pinnacle at Santa Fe Valley, LLC is now the recorded owner of said undeveloped real property and is submitting a Site Improvement Bond for the amount of \$ 2,411,700.00 to be accepted by the District, additionally they are requesting the written approval by the Rancho Santa Fe Fire Protection District to release the special purpose account created on April 20, 2004, in the amount of \$2,411,700.00 including any accrued interest to be returned to the Shaw Family Trust.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Diego

On APR 28 2022 before me, Joyce Rivera, Notary Public,
(Here insert name and title of the officer)

personally appeared Jase Hamilton,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Joyce Rivera
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer

(Title)

- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

Bond No. 800124109
Premium: 48,234.00
Renews annually

Site Improvement Bond

KNOW ALL MEN BY THESE PRESENTS, that we, Pinnacle at Santa Fe Valley, LLC,
as principal, and Atlantic Specialty Insurance Company,
a New York Corporation, authorized to do business in the State of California, as Surety,
are held and firmly bound unto Rancho Santa Fe Fire Protection District
as Obligee, in the penal sum of Two Million Four Hundred Eleven Thousand and Seven Hundred 0/00 Dollars
(\$ 2,411,700.00), lawful money of the United States of America, for the
payment of which truly to be made, we bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Pinnacle at Santa Fe Valley, LLC has agreed to construct
in The Community of Rancho Santa Fe for the following improvements:
as stated the "Improvements Deferral Agreement" dated April 20th, 2004.

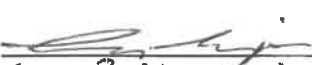
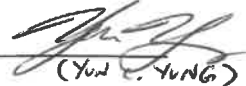
NOW THEREFORE THE CONDITION OF THE OBLIGATION IS SUCH that if the
said Principal shall construct, or have constructed, the improvements herein described
and shall save the Obligee harmless from any loss, cost or damage by reason of its failure
to complete said work, then this obligation shall be null and void; otherwise to remain in
full force and effect.

THIS BOND WILL TERMINATE upon written acceptance of the improvements by the
obligee to the Principal and/or Surety.

Signed, sealed and dated this 28th day of April, 2022

Pinnacle at Santa Fe Valley, LLC

Principal

By:  
(CALI R. SHAPOURI) (YUN C. YUNG)

Atlantic Specialty Insurance Company

Surety

By: 
Jase Hamilton, Attorney-in-fact



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Jeffrey W Cavignac, James P Schabarum II, Jase Hamilton, Lisa Cruz, Oliver Craig, Mikayla Green**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

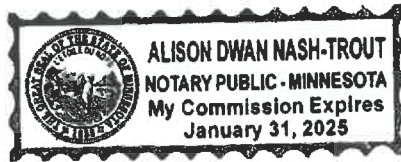


By

Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated _____ day of **APR 28 2022**



Kara Barrow, Secretary

This Power of Attorney expires
January 31, 2025

Please direct bond verifications to surety@intactinsurance.com



Rancho Santa Fe Fire Protection District

P.O. Box 410 • 18027 Calle Ambiente • Rancho Santa Fe • California 92067-0410
Tel. (858) 756-5971 • Fax (858) 756-4799

Board of Directors
James Ashcraft, President
John Tanner
Nancy Hillgren
Randall Malin
Tucker Stine

Fire Chief
Dave McQuead

May 11th, 2022

Wells Fargo Bank
Attn. Tina Lafenhagen, Branch Manager
6008 PASEO DELICIAS, 1st Floor
RANCHO SANTA FE, CA 92067-9512

Re: Release of Wells Fargo Special Purpose Account # [REDACTED] to The Shaw Family Trust.

Dear Ms. Lafenhagen,

The Rancho Santa Fe Fire District has been provided with an acceptable substitute Bond. As such, you are hereby authorized to release the original cash deposit (including any accrued interest) held at Wells Fargo in Special Purpose Account # [REDACTED] to the Shaw Family Trust (see details below).

- The funds may be released to the depositor **THE SHAW FAMILY TRUST**
- Account number [REDACTED]
- Original dollar amount of the CD / Savings account **\$2,411,700.00**

If you need any additional information, please don't hesitate to call me.

David C. McQuead,
Fire Chief

_____ Title _____ Date _____
Office Direct: (858) 756-6001
Cell: (858) 775-7602

cc via email to:

leslee.olson@wellsfargo.com
map@petersonprice.com
ali@shapouri.com
steves@workofhonor.com
jlcaseycpa@cox.net



Rancho Santa Fe Fire Protection District

PO Box 410 / 16936 El Fuego • Rancho Santa Fe, CA 92067 -0410
(858) 756-5971 • Fax: (858) 756-4799 • www.rsffire.org

IMPROVEMENT DEFERRAL AGREEMENT

This Agreement is entered into this 20th day of April 2004 by and between RANCHO SANTA FE FIRE PROTECTION DISTRICT ("RSF"); ("DEVELOPER") Jerry Shaw.

WHEREAS, RSF is a duly organized and existing fire protection district and fire fighting organization, the Rancho Santa Fe community located in San Diego County, California; and

WHEREAS, DEVELOPER is the owner of property located at Four Gee Road Improvements and extension of Camino Santa Fe, PM 19276, San Diego, California ("PROPERTY"), and

WHEREAS, DEVELOPER is developing the PROPERTY with a (37) single family residence and

WHEREAS, RSF in exercising its regulatory authority has approved the development of the PROPERTY with (37) single family residence subject to compliance with RSF's ordinances; and

WHEREAS, one section of the RSF ordinance requires the DEVELOPER to improve the fire access roadway per a plan approved by RSF.

NOW THEREFORE, the Parties agree as follows:

1. **Improvement Deferral.** DEVELOPER agrees that on or before April 20, 2005 they shall have completed the fire Access roadway improvements/requirement on the PROPERTY per the plans submitted and approved by RSF.

2. **Deposit.** DEVELOPER has deposited with RSF \$2,411,700 cashiers check in order to insure completion of the said improvements. Said Deposit shall be used by RSF to complete construction of the improvement/requirement per RSF approved plans should HOMEOWNER fail to complete the improvements as required in Paragraph 1. A copy of the approved plans is attached hereto as Exhibit A. Should DEVELOPER complete the improvements or provide a bond in the amount of 1 ½ times the cost of said improvements as required by Paragraph 1, RSF shall return the deposit.

3. **License.** DEVELOPER grants to RSF its contractors, employees and agents a licensee to ingress and egress, access to DEVELOPER'S property to complete the improvements as

required in Paragraph 1 should DEVELOPER fail to complete the improvements. After five (5) days a written notice by RSF of DEVELOPER'S breach of the provisions of Paragraph 1.

4. **Release.** The DEVELOPER does hereby, and for their heirs, executors, administrators, successors, officers, directors, shareholders, employees, attorneys, successors and assigns, release, acquit and forever discharge RSF as well as its officers, directors, employees, attorneys, successors and assigns, and all other persons, firms, corporations, associations or partnerships, or any other entity connected therewith, from any and all manner of action or actions, claims, indebtedness, expenses, judgments, demands and liabilities of every kind and nature whatsoever, known or unknown, liquidated or unliquidated, fixed or contingent, direct or indirect, against any of them arising out or by reason of or in connection with the claims, counterclaims disputes over this Agreement or the installation/completion of the improvements/requirements on the PROPERTY.

5. **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.

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

7. **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.

8. **Timeliness.** Time is of the essence of this Agreement and each and all of its provisions.

9. **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.

10. **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.

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

12. **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.

13. **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.

RSF

Rancho Santa Fe Fire Protection District

By: *Cynthia F. Smith*

Date: 4-23-04

DEVELOPER

Jerome Shaw

Date: 4-23-04



Mary Murray
Associate Regional Manager & VP
Wealth Management Office

Private Client Services
P.O. Box 2710
6008 Paseo Delicias
Rancho Santa Fe, CA 92067
858 756-3014
858 756-2466 Fax

May 7, 2004

To: Rancho Santa Fe Fire Protection District
Attn: Clifford F. Hunter, Fire Marshall
P.O. Box 410
Rancho Santa Fe, CA 92067

RE: Mr. Jerome Shaw
Shaw Property
Pledged Acco

Special Purpose:

- Set Improvements
- See map – Attachment A

To Whom It May Concern:

Our above referenced client Mr. Jerome Shaw has established a Special Purpose Account , payable to The Rancho Santa Fe Fire Protection District.

The special purpose account is in the amount of \$2,411,700.00. Mr. Jerome Shaw irrevocably assigns his right, title and interest in said account to Rancho Santa Fe Fire Protection District (“RSF”) as security for his performance under the Improvement Deferral Agreement dated April 20, 2004 by and between Jerry Shaw and RSF (“Improvement Agreement”). Wells Fargo Bank shall hold said funds for the benefit of RSF subject to the terms of this letter. No funds shall be released from this account nor shall any amendment be made to the terms of this letter without the express written consent of RSF. RSF may redeem this account, including accrued interest, at any time if Mr. Shaw is in default under the Improvement Agreement. RSF shall provide Mr. Shaw written notice of default under the Improvement Agreement. A copy of such notice shall constitute the only documentation required by Wells Fargo Bank for RSF to redeem and withdraw funds held on deposit, including accrued interest.

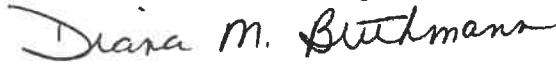
Wells Fargo waives our right to first offset in favor of the Rancho Santa Fe Fire Protection District.



Permittee/Owner
Jerome Shaw


Date: 5/12/04

DIANA M. BUTHMANN
Notary Public, State of New York
No. 4853110
Qualified in Nassau County
Certific Filed in New York County
Comm on Expires Aug. 4, 2006



Acknowledged
By 
Clifford F. Hunter, Fire Marshall

Date:

Wells Fargo Bank Date:
By 
Authorized Signer

CASHIER'S CHECK

0068201706

WELLS FARGO BANK
Transaction Record

April 20, 2004

RANCHO SANTA FE FIRE PROTECTION DISTRICT***
IMPROVEMENT 4G ROAD/SHAW***

its***

\$1,000,000.00

Deposit

-----5

VOID IF OVER US \$ 1,000,000.00

M. Phillips
AUTHORIZED SIGNATURE

[Signature]
AUTHORIZED SIGNATURE

⑈1000248⑈486⑈1 505303⑈

Account # 00682 02

Account Number

Cash In

Number of checks

\$0.00

3

\$411,700.00

\$1,000,000.00

\$1,000,000.00

\$2,411,700.00

\$0.00

Total Deposited

Less Cash

Net Deposit Amount

\$2,411,700.00

Transaction # 033 0053

3:01pm R 05/20/04 Credited: 05/20/04

CASHIER'S CHECK

0068201705

We're committed to supporting education.

April 20, 2004

Thank you, Mari

RANCHO SANTA FE FIRE PROTECTION DISTRICT***
IMPROVEMENT 4G ROAD/SHAW***

*

\$1,000,000.00

VOID IF OVER US \$ 1,000,000.00

M. Phillips
AUTHORIZED SIGNATURE

[Signature]
AUTHORIZED SIGNATURE

⑈0068201705⑈ ⑈1000248⑈486⑈1 505303⑈

WELLS FARGO BANK, N.A.
RANCHO SANTA FE
6008 PASEO DELICIAS
RANCHO SANTA FE, CA 92067
FOR INQUIRIES CALL (480) 394-3122

CASHIER'S CHECK

0068201707

00682 Office AU # 11-24 1210(8)

Operator I.D.: cu011823 cu011823

April 20, 2004

PAY TO THE ORDER OF ***RANCHO SANTA FE FIRE PROTECTION DISTRICT***
IMPROVEMENT 4G ROAD/SHAW

Four hundred eleven thousand seven hundred dollars and no cents

\$411,700.00

VOID IF OVER US \$ 411,700.00

M. Phillips
AUTHORIZED SIGNATURE

[Signature]
AUTHORIZED SIGNATURE

WELLS FARGO BANK, N.A.
RANCHO SANTA FE
6008 PASEO DELICIAS
RANCHO SANTA FE, CA 92067
FOR INQUIRIES CALL (480) 394-3122

2

DOC# 2022-0083483



Feb 24, 2022 09:50 AM

OFFICIAL RECORDS

Ernest J. Dronenburg, Jr.,

SAN DIEGO COUNTY RECORDER

FEES: \$293.00 (SB2 Atkins: \$225.00)

PCOR: AFNF

PAGES: 9

CHICAGO TITLE COMPANY
COMMERCIAL DIVISION

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL
TAX STATEMENTS TO:

Pinnacle at Santa Fe Valley, LLC
Attn: Ali Shapouri
P.O. Box 676221
Rancho Santa Fe, Ca. 92067

0013 7474-193-502

APN: 678-020-24 & 678-060-40 & 678-060-42

GRANT DEED

The undersigned grantor(s) declare(s):

Documentary transfer tax is \$ -0- **Exempt** - "This is a conveyance of land and the consideration and value is less than \$100.00, R&T 11911."

- Computed on full value of property conveyed, or
- Computed on full value less value of liens and encumbrances remaining at time of sale.
- Unincorporated area: City of San Diego, and

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Rancho Hills Investments LLC, a California limited liability company

hereby GRANT(S) to:

Pinnacle at Santa Fe Valley, LLC, a California limited liability company

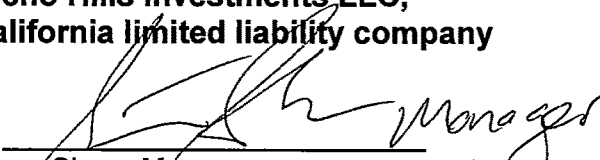
the undeveloped real property located in the City of San Diego, County of San Diego, State of California, and more particularly described on **Exhibit "A"**, attached hereto and made a part hereof (the "Property"), subject to the following covenants, conditions and restrictions:

The parties acknowledge that Grantor has made a loan to Grantee in connection with the sale of the Property (the "Seller Loan"). As material consideration for the Seller Loan, Grantee covenants and agrees that until the Seller Loan is paid in full, no grading or construction shall commence on the Property. These conditions, restrictions and limitations contained herein shall be and are hereby made covenants running with the Property and shall be binding upon all successors and assigns of Grantor and Grantee and successive owners of the Property. The parties agree that any violation of this covenant by Grantee would result in irreparable harm to Grantor and, therefore, Grantor shall be entitled to injunctive relief to prevent or stop any violation or breach from occurring, or continuing to occur, without the necessity of showing irreparable harm or posting a bond. Upon payment in full of the Seller Loan, this covenant shall automatically terminate; provided however that upon the request of Grantee, Grantor shall execute any documents reasonably required by a title insurance company to evidence such termination.

Date: 2/18/2022

Grantor:

**Rancho Hills Investments LLC,
a California limited liability company**

By:  Manager
Steven Shaw, Manager *AKA Steven A. Shaw*

By: _____
Janet Casey, Manager

MAIL TAX STATEMENTS AS DIRECTED ABOVE

Date: 2/15/2022

Grantor:

**Rancho Hills Investments LLC,
a California limited liability company**

By: _____
Steven Shaw, Manager, *AKA: Steven A. Shaw*

By: *Janet Casey*
Janet Casey, Manager
AKA Janet L. Casey

MAIL TAX STATEMENTS AS DIRECTED ABOVE

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

Rhode Island (SMM)

STATE OF ~~CALIFORNIA~~ }
KENT (SMM) } ss
COUNTY OF ~~SAN DIEGO~~ }

On *2/18/*, 2022, before me, *Stephen M. Mulcahey*,
a *STEVEN A. SHAW* Notary Public, personally appeared
STEVEN A. SHAW, who proved to me on the basis
of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),
or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Stephen M. Mulcahey*

(Seal)

Stephen M. Mulcahey
Notary Public, State of Rhode Island
My Commission Expires Feb 12, 2023

ACKNOWLEDGMENT

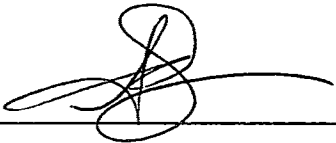
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }
 } ss
COUNTY OF SAN DIEGO }

On 2/15/2022, 2022, before me, SILVA BERNARD, Notary Public
a Jamett Casey Notary Public, personally appeared
Jamett Casey, who proved to me on the basis
of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within
instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~
authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)



EXHIBIT "A"

PARCEL A: APN 678-020-24 & 678-060-40

PARCEL A, SHOWN DESCRIBED ON EXHIBIT "A", IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AS PER THE CERTIFICATE OF COMPLIANCE RECORDED JUNE 6, 2012, AS INSTRUMENT NO. 2012-0330833, OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 13 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE, ALONG THE WESTERLY LINE THEREOF, NORTH 00° 23' 15" WEST, 881.19 FEET (NORTH 00° 23' 18" WEST PER R.O.S. 15579 FILED IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER ON AUGUST 1, 1997) TO A POINT IN THE BOUNDARY OF LAND DESCRIBED AS PARCEL "A" IN CERTIFICATE OF COMPLIANCE RECORDED DECEMBER 11, 1998, AS FILE NO. 1998-0806242, OF OFFICIAL RECORDS; THENCE, LEAVING SAID WESTERLY LINE ALONG SAID BOUNDARY OF PARCEL "A", THE FOLLOWING TWO COURSES: SOUTH 76° 57' 54" EAST, 402.66 FEET; THENCE, NORTH 43° 57' 06" EAST, 119.57 FEET; THENCE, LEAVING SAID BOUNDARY OF PARCEL "A", NORTH 16° 03' 01" WEST, 241.87 FEET TO AN ANGLE POINT IN SAID BOUNDARY OF PARCEL "A"; THENCE, ALONG SAID BOUNDARY OF PARCEL "A", THE FOLLOWING TWO COURSES: NORTH 02° 16' 24" WEST, 315.87 FEET; THENCE, NORTH 46° 45' 11" EAST, 88.48 FEET; THENCE, LEAVING SAID BOUNDARY OF PARCEL "A", NORTH 19° 18' 59" WEST, 43.40 FEET; THENCE, NORTH 42° 46' 09" EAST, 162.30 FEET; THENCE, NORTH 53° 32' 57" EAST, 215.21 FEET; THENCE, NORTH 62° 52' 57" EAST, 164.33 FEET; THENCE, SOUTH 80° 27' 28" EAST, 71.27 FEET; THENCE, SOUTH 49° 32' 01" EAST, 251.12 FEET; THENCE, SOUTH 30° 45' 26" EAST, 168.01 FEET; THENCE, SOUTH 16° 49' 13" WEST, 153.95 FEET TO SAID BOUNDARY OF PARCEL "A"; THENCE, ALONG SAID BOUNDARY OF PARCEL "A", THE FOLLOWING 5 COURSES: SOUTH 06° 22' 28" EAST, 261.25 FEET; THENCE, SOUTH 11° 09' 32" WEST, 274.26 FEET; THENCE, SOUTH 47° 12' 44" WEST, 281.18 FEET; THENCE, SOUTH 56° 00' 34" EAST, 485.77 FEET; THENCE, SOUTH 00° 59' 08" EAST, 127.91 FEET; THENCE, LEAVING SAID BOUNDARY OF PARCEL "A", SOUTH 12° 38' 35" WEST, 86.96 FEET; THENCE, SOUTH 37° 06' 26" WEST, 171.41 FEET TO A LINE

PARALLEL WITH AND 40.00 FEET NORTHERLY MEASURED AT RIGHT ANGLES OF THE SOUTHERLY LINE OF SAID SOUTHEAST QUARTER OF SECTION 18; THENCE, ALONG SAID PARALLEL LINE, NORTH 89° 58' 24" EAST, 166.81 FEET TO A LINE PARALLEL WITH AND 40.00 FEET EASTERLY MEASURED AT RIGHT ANGLES, OF THE NORTHERLY PROLONGATION OF THE EAST LINE OF LOT 6 OF SECTION 19, TOWNSHIP 13 SOUTH; RANGE 2 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF; THENCE, ALONG SAID LAST PARALLEL LINE, SOUTH 00° 00' 57" WEST, 40.00 FEET TO THE SOUTH LINE OF SAID SECTION 18; THENCE, ALONG SAID SOUTH LINE OF SAID SECTION 18, SOUTH 89° 58' 24" WEST, 1331.98 FEET TO THE NORTHWEST CORNER OF SAID LOT 6; THENCE, CONTINUING ALONG THE SOUTH LINE OF SAID SECTION 18, SOUTH 89° 49' 41" WEST, 59.20 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THOSE PORTIONS OF LOTS 5, 11, AND 12 OF FRACTIONAL SECTION 19, TOWNSHIP 13 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 6 OF SAID SECTION 19; THENCE, ALONG THE NORTH LINE OF SAID LOTS 5 AND 6, NORTH 89° 58' 24" EAST, 1331.98 FEET TO A LINE PARALLEL WITH AND 40.00 FEET EASTERLY MEASURED AT RIGHT ANGLES, OF THE EAST LINE OF SAID LOT 6, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE, ALONG SAID PARALLEL LINE, SOUTH 00° 00' 57" WEST, 362.85 FEET; THENCE, LEAVING SAID PARALLEL LINE, SOUTH 89° 50' 17" EAST, 471.51 FEET; THENCE, SOUTH 68° 50' 09" EAST, 293.54 FEET; THENCE, SOUTH 70° 40' 46" EAST, 176.84 FEET; THENCE, SOUTH 27° 28' 55" EAST, 215.41 FEET; THENCE, SOUTH 28° 28' 21" WEST, 205.10 FEET; THENCE, SOUTH 42° 42' 19" WEST, 241.19 FEET; THENCE, SOUTH 86° 48' 23" WEST, 221.29 FEET; THENCE, SOUTH 78° 24' 41" WEST, 264.61 FEET; THENCE, SOUTH 41° 06' 27" WEST, 435.95 FEET; THENCE, SOUTH 08° 58' 58" EAST, 192.75 FEET; THENCE, SOUTH 66° 15' 49" WEST, 133.86 FEET; THENCE, SOUTH 30° 43' 43" WEST, 69.92 FEET; THENCE, SOUTH 41° 34' 55" WEST, 158.19 FEET; THENCE, SOUTH 42° 30' 02" WEST, 511.04 FEET; THENCE, NORTH 88° 49' 38" EAST, 178.14 FEET; THENCE, NORTH 89° 59' 00" EAST, 173.00 FEET; THENCE, NORTH 89° 59' 42" EAST, 529.92 FEET; THENCE, NORTH 89° 31' 02" EAST, 13.21 FEET; THENCE, NORTH 64° 26' 43" EAST, 78.56 FEET; THENCE, NORTH 75° 29' 47" EAST, 112.72 FEET;

THENCE, NORTH 76° 12' 16" EAST, 135.79 FEET;
THENCE, SOUTH 85° 31' 33" EAST, 475.83 FEET;
THENCE, SOUTH 32° 45' 39" EAST, 118.79 FEET;
THENCE, NORTH 89° 24' 57" EAST, 114.58 FEET TO THE EAST LINE OF SAID SECTION 19; THENCE, ALONG THE EAST LINE OF SAID SECTION 19, NORTH 00° 18' 12" WEST, 2308.86 FEET TO THE NORTHEAST CORNER OF SAID SECTION 19; THENCE, ALONG THE NORTH LINE OF SAID SECTION 19, SOUTH 89° 58' 24" WEST, 1251.97 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THOSE PORTIONS OF SAID LOTS 11 AND 12 AS CONVEYED TO OLIVENHAIN WATER DISTRICT BY DEED RECORDED APRIL 1, 1964, AS FILE NO. 58869, OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 9 OF SAID FRACTIONAL SECTION 19; THENCE, NORTH 00° 29' 49" WEST, 15.00 FEET (NORTH PER SAID DEED); THENCE, NORTH 89° 58' 09" EAST, 3961.35 FEET (SOUTH 89° 32' 02" EAST PER SAID DEED); THENCE, NORTH 01° 19' 27" EAST, 646.26 FEET (NORTH 01° 49' 16" EAST PER SAID DEED); THENCE, NORTH 22° 01' 44" WEST, 132.77 FEET (NORTH 21° 31' 55" WEST PER SAID DEED); THENCE, NORTH 00° 29' 49" WEST, 30.00 FEET (NORTH PER SAID DEED) TO THE TRUE POINT OF BEGINNING; THENCE, SOUTH 89° 30' 11" WEST, 70.00 FEET, (WEST PER SAID DEED); THENCE, NORTH 00° 29' 49" WEST, 160.00 FEET (NORTH PER SAID DEED); THENCE, NORTH 89° 30' 11" EAST, 123.00 FEET (EAST PER SAID DEED); THENCE, SOUTH 11° 13' 16" EAST, 105.15 FEET (SOUTH 10° 43' 27" EAST PER SAID DEED); THENCE, SOUTH 39° 30' 11" WEST, 74.00 FEET (SOUTH 40° 00' 00" WEST PER SAID DEED); THENCE, SOUTH 89° 30' 11" WEST, 25.00 FEET (WEST PER SAID DEED) TO THE TRUE POINT OF BEGINNING.

PARCEL C: APN 678-060-42

PARCEL C OF CERTIFICATE OF COMPLIANCE RECORDED JUNE 6, 2012 AS INSTRUMENT NO. 2012-0330822, BEING THAT PORTION OF LOTS 6 AND 11 OF FRACTIONAL SECTION 19, TOWNSHIP 13 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 11; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 11, NORTH 00° 20' 06" EAST, 613.86 FEET TO AN ANGLE POINT IN THE BOUNDARY OF LAND SHOWN AND DEPICTED AS PARCEL "C" OF CERTIFICATE OF COMPLIANCE (BC 98-0170) RECORDED DECEMBER 11, 1998 AS FILE NO. 98-0806242 OF OFFICIAL RECORDS, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING; THENCE

LEAVING SAID WEST LINE ALONG THE EASTERLY LINE OF SAID PARCEL "C",
THE FOLLOWING 10 COURSES:

NORTH 61°49'15" EAST 213.15 FEET TO THE BEGINNING OF A NON-TANGENT
260.00 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY, A RADIAL LINE TO
SAID POINT BEARS SOUTH 84°12'38" WEST;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A
CENTRAL ANGLE OF 82°55'53" A DISTANCE OF 376.33 FEET; THENCE NORTH
77°08'31" EAST 187.72 FEET TO THE BEGINNING OF A 340.00 FOOT RADIUS
CURVE CONCAVE NORTHWESTERLY; THENCE EASTERLY ALONG THE ARC OF
SAID CURVE THROUGH A CENTRAL ANGLE OF 17°01'30", A DISTANCE OF
101.03 FEET; THENCE NORTH 60°07'01" EAST

66.49 FEET TO THE BEGINNING OF A 240.00 FOOT RADIUS CURVE CONCAVE
NORTHWESTERLY; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE
THROUGH A CENTRAL ANGLE OF 47°25'57" A DISTANCE OF

198.68 FEET TO THE BEGINNING OF A COMPOUND 90.00 FOOT RADIUS CURVE
CONCAVE SOUTHWESTERLY; A RADIAL LINE TO SAID POINT BEARS SOUTH
77°18'56" EAST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE
THROUGH A CENTRAL ANGLE OF 68°49'20", A DISTANCE OF 108.11 FEET;

THENCE NORTH 54°21'17" WEST 187.82 FEET TO THE BEGINNING OF A 210.00
FOOT RADIUS CURVE CONCAVE EASTERLY; THENCE NORTHERLY ALONG THE
ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 61°02'18" A DISTANCE
OF 223.72 FEET; THENCE NORTH 6°41'01" EAST

318.77 FEET TO AN ANGLE POINT IN THE BOUNDARY OF LAND SHOWN AND
DEPICTED AS PARCEL "A" IN CERTIFICATE OF COMPLIANCE RECORDED
AUGUST 14, 1998 AS INSTRUMENT NO. 98-0515045 OF OFFICIAL RECORDS;
THENCE LEAVING SAID EAST LINE OF PARCEL "C", ALONG THE NORTH LINE
OF PARCEL "A", SOUTH 89°58'28" WEST 590.32 FEET TO THE WEST LINE OF
SAID LOT 6 OF SECTION 19; THENCE LEAVING SAID NORTH LINE, ALONG SAID
WEST LINE, SOUTH 00°20'06 WEST, 1362.74 FEET TO THE TRUE POINT OF
BEGINNING.



Feb 24, 2022 09:50 AM

OFFICIAL RECORDS
Ernest J. Dronenburg, Jr.,
SAN DIEGO COUNTY RECORDER
FEES: \$6,663.00 (SB2 Atkins: \$0.00)
PCOR: YES

PAGES: 14

CHICAGO TITLE COMPANY
COMMERCIAL DIVISION

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL
TAX STATEMENTS TO:

Pinnacle at Santa Fe Valley, LLC
Attn: Ali Shapouri
P.O. Box 676221
Rancho Santa Fe, Ca. 92067

0137474-093-202

APN: 678-060-41; 678-020-025

GRANT DEED

The undersigned grantor(s) declare(s):

Documentary transfer tax is \$6,600.00

Computed on full value of property conveyed, or

Computed on full value less value of liens and encumbrances remaining at time of sale.

Unincorporated area: City of San Diego, and

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Michael Andrew Shaw, Steven Aaron Shaw, Rachel Lynn Shaw and Janet L. Casey, as Successor Co-Trustees of The Jerome and Joyce Shaw Family Trust dated August 6, 1969, as amended and restated on September 6, 2017 who originally acquired title as the Jerome Shaw and Joyce A. Shaw Trust dated August 9, 1969

hereby GRANT(S) to:

Pinnacle at Santa Fe Valley, LLC, a California limited liability company

the undeveloped real property more commonly known as "Parcel B", located in the City of San Diego, County of San Diego, State of California, and more particularly described on **Exhibit "A"**, attached hereto and made a part hereof (the "Property"), subject to the following covenants, conditions and restrictions:

The parties acknowledge that Grantor has made a loan to Grantee in connection with the sale of the Property (the "Seller Loan"). As material consideration for the Seller Loan, Grantee covenants and agrees that until the Seller Loan is paid in full, no grading or construction shall commence on the Property. These conditions, restrictions and limitations contained herein shall be and are hereby made covenants running with the Property and shall be binding upon all successors and assigns of Grantor and Grantee and successive owners of the Property. The parties agree that any violation of this

covenant by Grantee would result in irreparable harm to Grantor and, therefore, Grantor shall be entitled to injunctive relief to prevent or stop any violation or breach from occurring, or continuing to occur, without the necessity of showing irreparable harm or posting a bond. Upon payment in full of the Seller Loan, this covenant shall automatically terminate; provided however that upon the request of Grantee, Grantor shall execute any documents reasonably required by a title insurance company to evidence such termination.

Grantor:

**The Jerome and Joyce Shaw Family
Trust dated August 6, 1969, as amended
and restated on September 6, 2017**

By: Michael Andrew Shaw successor Co-trustee
Michael Andrew Shaw, Successor Co-
Trustee

By: _____
Steven Arron Shaw, Successor Co-Trustee

By: _____
Rachel Lynn Shaw, Successor Co-Trustee

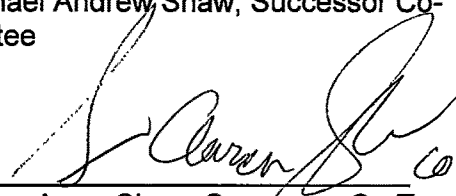
By: _____
Janet L. Casey, Successor Co-Trustee

MAIL TAX STATEMENTS AS DIRECTED ABOVE

Grantor:

**The Jerome and Joyce Shaw Family
Trust dated August 6, 1969, as amended
and restated on September 6, 2017**

By: _____
Michael Andrew Shaw, Successor Co-Trustee

By:  _____ Co-Trustee
Steven Arron Shaw, Successor Co-Trustee
AKA: Steven A. Shaw

By: _____
Rachel Lynn Shaw, Successor Co-Trustee

By: _____
Janet L. Casey, Successor Co-Trustee

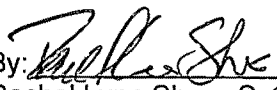
MAIL TAX STATEMENTS AS DIRECTED ABOVE

Grantor:

**The Jerome and Joyce Shaw Family
Trust dated August 6, 1969, as amended
and restated on September 6, 2017**

By: _____
Michael Andrew Shaw, Successor Co-
Trustee

By: _____
Steven Arron Shaw, Successor Co-Trustee

By:  _____, successor co-trustee
Rachel Lynn Shaw, Successor Co-Trustee

By: _____
Janet L. Casey, Successor Co-Trustee

MAIL TAX STATEMENTS AS DIRECTED ABOVE

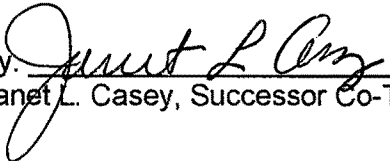
Grantor:

**The Jerome and Joyce Shaw Family
Trust dated August 6, 1969, as amended
and restated on September 6, 2017**

By: _____
Michael Andrew Shaw, Successor Co-
Trustee

By: _____
Steven Arron Shaw, Successor Co-Trustee

By: _____
Rachel Lynn Shaw, Successor Co-Trustee

By:  _____
Janet L. Casey, Successor Co-Trustee

MAIL TAX STATEMENTS AS DIRECTED ABOVE

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

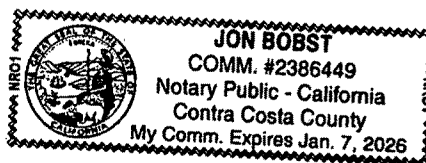
STATE OF CALIFORNIA }
 Alameda (7B) } ss
COUNTY OF ~~SAN DIEGO~~ }

On February 15, 2022, before me, Jon Bobst, Notary Public,
a Notary Public, personally appeared
Michael Andrew Shaw, who proved to me on the basis
of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),
or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

Rhode Island (SMM)
STATE OF CALIFORNIA }
KENT (SMM) } ss
COUNTY OF SAN DIEGO }

On February 18, 2022, before me, Stephen M. Mulcahey,
a STEVEN A. SHAW Notary Public, personally appeared
STEVEN A. SHAW, who proved to me on the basis
of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),
or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Stephen M. Mulcahey

(Seal)

Stephen M. Mulcahey
Notary Public, State of Rhode Island
My Commission Expires Feb 12, 2023

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

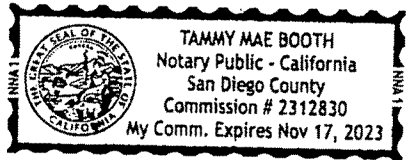
STATE OF CALIFORNIA }
 } ss
COUNTY OF SAN DIEGO }

On Februry 15, 2022, before me, Tammy Mae Booth,
a Notary Public, personally appeared
Rachel Lynn Shaw, who proved to me on the basis
of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Tammy Mae Booth* (Seal)



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }
 } ss
COUNTY OF SAN DIEGO }

On 2/15/2022, 2022, before me, Silva Bernard, Notary Public
a JANET L. CASEY Notary Public, personally appeared
JANET L. CASEY, who proved to me on the basis
of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within
instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~
authorized capacity(ies), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)



EXHIBIT "A"

PARCEL B: APN 678-020-25 & 678-060-41

PARCEL "B" OF CERTIFICATE OF COMPLIANCE RECORDED JUNE 6, 2012 AS INSTRUMENT NO. 2012-0330833 OFFICIAL RECORDS BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 13 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE ALONG THE WESTERLY LINE THEREOF, NORTH 00°23'15" WEST, 881.19 FEET (NORTH 00°23'18" WEST PER RECORD OF SURVEY 15579 FILED IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER ON AUGUST 1, 1997) TO A POINT IN THE BOUNDARY OF LAND DESCRIBED AS PARCEL "A" IN CERTIFICATE OF COMPLIANCE RECORDED DECEMBER 11, 1998 AS FILE NO. 1998-0806242 OF OFFICIAL RECORDS; THENCE LEAVING SAID WESTERLY LINE ALONG SAID BOUNDARY OF PARCEL "A", THE FOLLOWING TWO COURSES: SOUTH 76°57'54" EAST, 402.66 FEET; THENCE NORTH 43°57'06" EAST, 119.57 FEET; THENCE LEAVING SAID BOUNDARY OF PARCEL "A", NORTH 16°03'01" WEST, 241.87 FEET TO AN ANGLE POINT IN SAID BOUNDARY OF PARCEL "A"; THENCE ALONG SAID BOUNDARY OF PARCEL "A", THE FOLLOWING TWO COURSES: NORTH 02°16'24" WEST, 315.87 FEET; THENCE NORTH 46°45'11" EAST, 88.48 FEET; THENCE LEAVING SAID BOUNDARY OF PARCEL "A", NORTH 19°18'59" WEST, 43.40 FEET; THENCE NORTH 42°46'09" EAST, 162.30 FEET; THENCE NORTH 53°32'57" EAST, 215.21 FEET; THENCE NORTH 62°52'57" EAST, 164.33 FEET; THENCE SOUTH 80°27'28" EAST, 71.27 FEET; THENCE SOUTH 49°32'01" EAST, 251.12 FEET; THENCE SOUTH 30°45'26" EAST, 168.01 FEET; THENCE SOUTH 16°49'13" WEST, 153.95 FEET TO SAID BOUNDARY OF PARCEL "A"; THENCE ALONG SAID BOUNDARY OF PARCEL "A", THE FOLLOWING 5 COURSES: SOUTH 06°22'28" EAST, 261.25 FEET; THENCE SOUTH 11°09'32" WEST, 274.26 FEET; THENCE SOUTH 47°12'44" WEST, 281.18 FEET; THENCE SOUTH 56°00'34" EAST, 485.77 FEET; THENCE SOUTH 00°59'08" EAST, 127.91 FEET; THENCE LEAVING SAID BOUNDARY OF PARCEL "A", SOUTH 12°38'35" WEST, 86.96 FEET; THENCE SOUTH 37°06'26" WEST, 171.41 FEET TO A LINE PARALLEL WITH AND 40.00 FEET NORTHERLY MEASURED AT RIGHT ANGLES OF THE SOUTHERLY LINE OF SAID SOUTHEAST QUARTER OF SECTION 18; THENCE ALONG SAID PARALLEL LINE, NORTH 89°58'24" EAST, 166.81 FEET TO A LINE PARALLEL WITH AND 40.00 FEET EASTERLY MEASURED AT RIGHT ANGLES, OF THE NORTHERLY PROLONGATION OF THE EAST LINE OF LOT 6 OF SECTION 19, TOWNSHIP 13 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF; THENCE ALONG SAID LAST PARALLEL LINE, SOUTH 00°00'57" WEST, 40.00 FEET TO THE SOUTH LINE OF

SAID SECTION 18; THENCE ALONG SAID SOUTH LINE OF SAID SECTION 18, SOUTH 89°58'24" WEST, 1331.98 FEET TO THE NORTHWEST CORNER OF SAID LOT 6; THENCE CONTINUING ALONG THE SOUTH LINE OF SAID SECTION 18, SOUTH 89°49'41" WEST, 59.20 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THOSE PORTIONS OF LOTS 5, 6, 11 AND 12 OF FRACTIONAL SECTION 19, TOWNSHIP 13 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT 6 OF SAID SECTION 19; THENCE ALONG THE NORTH LINE OF SAID LOTS 5 AND 6, NORTH 89°58'24" EAST, 1331.98 FEET TO A LINE PARALLEL WITH AND 40.00 FEET EASTERLY MEASURED AT RIGHT ANGLES, OF THE EAST LINE OF SAID LOT 6, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING; THENCE ALONG SAID PARALLEL LINE, SOUTH 00°00'57" WEST, 362.85 FEET; THENCE LEAVING SAID PARALLEL LINE, SOUTH 89°50'17" EAST, 471.51 FEET; THENCE SOUTH 68°50'09" EAST, 293.54 FEET; THENCE SOUTH 70°40'46" EAST, 176.84 FEET; THENCE SOUTH 27°28'55" EAST, 215.41 FEET; THENCE SOUTH 28°28'21" WEST, 205.10 FEET; THENCE SOUTH 42°42'19" WEST, 241.19 FEET; THENCE SOUTH 86°48'23" WEST, 221.29 FEET; THENCE SOUTH 78°24'41" WEST, 264.61 FEET; THENCE SOUTH 41°06'27" WEST, 435.95 FEET; THENCE SOUTH 08°58'58" EAST, 192.75 FEET; THENCE SOUTH 66°15'49" WEST, 133.86 FEET; THENCE SOUTH 30°43'43" WEST, 69.92 FEET; THENCE SOUTH 41°34'55" WEST, 158.19 FEET; THENCE SOUTH 42°30'02" WEST, 511.04 FEET; THENCE NORTH 88°49'38" EAST, 178.14 FEET; THENCE NORTH 89°59'00" EAST, 173.00 FEET; THENCE NORTH 89°59'42" EAST, 529.92 FEET; THENCE NORTH 89°31'02" EAST, 13.21 FEET; THENCE NORTH 64°26'43" EAST, 78.56 FEET; THENCE NORTH 75°29'47" EAST, 112.72 FEET; THENCE NORTH 76°12'16" EAST, 135.79 FEET; THENCE SOUTH 85°31'33" EAST, 475.83 FEET; THENCE SOUTH 32°45'39" EAST, 118.79 FEET; THENCE NORTH 89°24'57" EAST, 114.58 FEET TO THE EAST LINE OF SAID SECTION 19; THENCE ALONG THE EAST LINE OF SAID SECTION 19, SOUTH 00°18'12" EAST, 326.83 FEET TO THE SOUTHEAST CORNER OF LOT 12 OF SAID SECTION 19; THENCE ALONG THE SOUTH LINE OF SAID LOTS 11 AND 12 OF SAID SECTION 19, SOUTH 89°58'43" WEST, 2613.31 FEET TO THE SOUTHWEST CORNER OF SAID LOT 11; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 11, NORTH 00°20'06" EAST, 613.86 FEET TO AN ANGLE POINT IN THE BOUNDARY OF LAND SHOWN AND DEPICTED AS PARCEL "C" OF CERTIFICATE OF COMPLIANCE (BC 98-0170) RECORDED DECEMBER 11, 1998 AS FILE NO. 1998-0806242 OF OFFICIAL RECORDS; THENCE LEAVING SAID WEST LINE ALONG THE EASTERLY LINE OF SAID PARCEL "C", THE FOLLOWING 10 COURSES: NORTH 61°49'15" EAST, 213.15 FEET TO THE BEGINNING OF A NON-TANGENT 260.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY, A RADIAL LINE TO SAID POINT BEARS SOUTH 84°12'38" WEST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 82°55'53", A DISTANCE OF 376.33 FEET; THENCE NORTH 77°08'31" EAST, 187.72 FEET TO

THE BEGINNING OF A 340.00 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°01'30", A DISTANCE OF 101.03 FEET; THENCE NORTH 60°07'01" EAST, 66.49 FEET TO THE BEGINNING OF A 240.00 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 47°25'57", A DISTANCE OF 198.68 FEET TO THE BEGINNING OF A COMPOUND 90.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY; A RADIAL LINE TO SAID POINT BEARS SOUTH 77°18'56" EAST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 68°49'20", A DISTANCE OF 108.11 FEET; THENCE NORTH 54°21'7" WEST, 187.82 FEET TO THE BEGINNING OF A 210.00 FOOT RADIUS CURVE, CONCAVE EASTERLY; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 61°02'18", A DISTANCE OF 223.72 FEET; THENCE NORTH 6°41'01" EAST, 318.77 FEET TO AN ANGLE POINT IN THE BOUNDARY OF LAND SHOWN AND DEPICTED AS PARCEL "B" IN LAST SAID CERTIFICATE OF COMPLIANCE; THENCE LEAVING SAID EAST LINE OF PARCEL "C", ALONG THE BOUNDARY OF SAID PARCEL "B", THE FOLLOWING 11 COURSES: NORTH 89°58'28" EAST, 43.07 FEET; THENCE NORTH 06°41'22" EAST, 114.32 FEET TO THE BEGINNING OF A 130.00 FOOT RADIUS CURVE, CONCAVE WESTERLY; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°05'17", A DISTANCE OF 47.85 FEET; THENCE NORTH 84°29'57" EAST, 40.36 FEET TO THE BEGINNING OF A NON-TANGENT 170.00 FOOT RADIUS CURVE, CONCAVE WESTERLY, A RADIAL LINE TO SAID POINT BEARS NORTH 77°42'23" EAST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 6°49'35", A DISTANCE OF 20.25 FEET TO THE BEGINNING OF A REVERSE 10.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY, A RADIAL LINE TO SAID POINT BEARS SOUTH 84°31'58" WEST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 77°33'38", A DISTANCE OF 13.54 FEET TO THE BEGINNING OF A REVERSE 120.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY, A RADIAL LINE TO SAID POINT BEARS NORTH 6°58'20" EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 72°14'36", A DISTANCE OF 151.31 FEET; THENCE SOUTH 10°47'04" EAST, 22.11 FEET TO THE BEGINNING OF A 80.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 25°12'31", A DISTANCE OF 35.20 FEET; THENCE SOUTH 35°59'35" EAST, 31.38 FEET; THENCE NORTH 89°58'28" EAST, 460.33 FEET TO THE EAST LINE OF SAID LOT 6 OF SAID SECTION 19; THENCE LEAVING SAID LINE OF PARCEL "B", ALONG SAID EAST LINE OF SAID LOT 6, NORTH 00°00'57" EAST, 698.88 FEET TO THE NORTHEAST CORNER OF SAID LOT 6; THENCE ALONG THE NORTH LINE OF SAID LOT 5 OF SAID SECTION 19, NORTH 89°58'24" EAST 40.00 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THOSE PORTIONS OF SAID LOTS 11 AND 12 AS CONVEYED TO OLIVENHAIN WATER DISTRICT BY DEED RECORDED APRIL 1, 1964 AS FILE NO. 58869 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 9 OF SAID FRACTIONAL SECTION 19; THENCE NORTH 00°29'49" WEST, 15.00 FEET (NORTH PER SAID DEED); THENCE NORTH 89°58'09" EAST, 3961.35 FEET (SOUTH 89°32'02" EAST PER SAID DEED); THENCE NORTH 01°19'27" EAST, 646.26 FEET (NORTH 01°49'16" EAST PER SAID DEED); THENCE NORTH 22°01'44" WEST, 132.77 FEET (NORTH 21°31 '55" WEST PER SAID DEED); THENCE NORTH 00°29'49" WEST, 30.00 FEET (NORTH PER SAID DEED) TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 89°30'11" WEST, 70.00 FEET, (WEST PER SAID DEED); THENCE NORTH 00°29'49" WEST, 160.00 FEET (NORTH PER SAID DEED); THENCE NORTH 89°30'11" EAST, 123.00 FEET (EAST PER SAID DEED); THENCE SOUTH 11°13'16" EAST, 105.15 FEET (SOUTH 10°43'27" EAST PER SAID DEED); THENCE SOUTH 39°30'11" WEST, 74.00 FEET (SOUTH 40°00'00" WEST PER SAID DEED); THENCE SOUTH 89°30'11" WEST, 25.00 FEET (WEST PER SAID DEED) TO THE TRUE POINT OF BEGINNING.

STAFF REPORT

NO. 22-03

TO: BOARD OF DIRECTORS
FROM: DAVE MCQUEAD, FIRE CHIEF
SUBJECT: SANTA FE VALLEY FIRE SERVICE AGREEMENT
DATE: MAY 5, 2022



RECOMMENDATION:

Staff recommends the Board of Directors accept and sign the Agreement Regarding Assumption of Operations and Maintenance (Exhibit A) under ***The Santa Fe Valley Fire Service Agreement***. The agreement dated April 26, 2022, was drafted and approved by the District's legal counsel.

BACKGROUND:

The Santa Fe Valley Fire Services Agreement required parties to the Santa Fe Valley Fire Services Agreement to make certain contributions to the operation and maintenance of the Rancho Cielo Fire Station, Station 4, under the Cielo Fire Service Agreement.

The Fire District and the McCrink Trust were party to the *Agreement for Provision of Fire Protection and Fire-Fighting Services and Facilities and Emergency Medical Response to the Santa Fe Valley* dated November 23, 1998 and recorded with the San Diego County Recorder's Office on January 25, 1999. The McCrink Trust conveyed the McCrink Trust Property to the successor, Lennar Homes of California.

The homeowner's association for the Lennar Property, referred to as The Lakes Owners Association, is subject to the Declaration of Covenants, Conditions and Restrictions and Reserved Easements for The Lakes dated and recorded in the County of San Diego Recorder's Office on November 13, 2007.

CURRENT SITUATION:

The Lakes Owners Association is now the successor in interest to Lennar under ***The Santa Fe Valley Fire Service Agreement*** as to the Lennar Property and agrees and assumes all obligations of Lennar under ***The Santa Fe Valley Fire Service Agreement***.

**Agreement Regarding Assumption
and
O & M Contributions Under the Santa Fe Valley Fire Service Agreement**

This Agreement Regarding Assumption and O & M Contributions Under the Santa Fe Valley Fire Service Agreement ("**Agreement**") is made and entered into as of April 26, 2022 ("**Effective Date**"), by and between the RANCHO SANTA FE FIRE PROTECTION DISTRICT, a fire district duly organized under the Fire Protection District Law of 1987 ("**District**") and THE LAKES OWNERS ASSOCIATION, a California non-profit mutual benefit corporation ("**HOA**"). District and HOA may sometimes be collectively referred to as "**Parties**".

RECITALS

A. At the time of execution of the Santa Fe Valley Fire Services Agreement (defined below), Security Title Insurance Company Trust P.T. 1518 dated September 21, 1978 and Security Title Insurance Company Trust P.T. 1657 dated December 11, 1984 ("**McCrink Trusts**") owned all of that certain real property defined in the Santa Fe Valley Fire Services Agreement as the "**McCrink Trust Property**".

B. McCrink Trust conveyed the McCrink Trust Property to Lennar Homes of California, a California corporation as successor by merger from Rancho Santa Fe Lakes Partners, LLC. ("**Lennar**"). The McCrink Trust Property conveyed to Lennar is referred to in this Agreement as the "**Lennar Property**."

C. HOA is a homeowner's association for homeowners in the Lennar Property commonly referred to as The Lakes subject to the Declaration of Covenants, Conditions and Restrictions and Reserved Easements for the Lakes dated November 13, 2007, recorded in the County of San Diego Recorder's Office on November 13, 2007 as Document No. 2007-0717202 ("**CC&Rs**").

D. District and McCrink Trust, among others, are parties to that certain Agreement for Provision of Fire Protection and Fire-Fighting Services and Facilities and Emergency Medical Response to the Santa Fe Valley dated November 23, 1998 and recorded with the San Diego County Recorder's Office on January 25, 1999 as Document No. 1999-0040846 ("**Santa Fe Valley Fire Services Agreement**"). HOA is successor in interest to Lennar under the Santa Fe Valley Fire Service Agreement as to the Lennar Property and assumes all obligations of Lennar under the Santa Fe Valley Fire Service Agreement.

E. Section 13 of the Santa Fe Valley Fire Services Agreement requires the parties to the Santa Fe Valley Fire Services Agreement to make certain contributions to the operation and maintenance of the Rancho Cielo Fire Station under the Cielo Fire Service Agreement (the "**O&M**"). The amount of the required contribution less the amount of credit due is sometimes referred to in this Agreement as the "**O&M Obligation**".

F. By this Agreement HOA (as successor in interest of Lennar) affirms the assumption of all of Lennar's obligations under the Santa Fe Valley Fire Services Agreement including but

not limited the payment of the O&M Obligation.

G. Further, by this Agreement HOA (as successor in interest of Lennar) and the District agree to a modification of O&M Obligation under Section 13 of the Santa Fe Valley Fire Services Agreement related to the HOA.

NOWTHEREFORE, The Parties agree as follows:

1. Assumption. HOA hereby affirms and agrees that it has assumed and agrees to perform and discharge all obligations of Lennar under the Santa Fe Valley Fire Services Agreement including but not limited the payment of the O&M Obligation.

2. Modification of the O & M Contribution. HOA and the District hereby agree to the modification of Section 13 of the Santa Fe Valley Fire Services Agreement relating to the O&M Obligation, as it pertains to HOA, as follows:

a. HOA shall pay to District on or before August 1, 2022 the sum of \$56,458.59 as and for the O&M Obligation under Section 13 of the Santa Fe Valley Fire Services Agreement (“**Fixed O&M Amount**”). The payment date for each subsequent year shall be on or before August 1 thru the end of the term of the Santa Fe Valley Fire Services Agreement in 2038.

b. The Fixed O&M Amount shall be adjusted as of the end of each fiscal year (June 30) beginning in 2023 and every fiscal year thereafter to reflect any change in the cost of living as follows:

i. The adjustment, if any, shall be based upon any increase that may have occurred in the Bureau of Labor Statistics Consumer Price Index, Subgroup "All Urban Consumers" (the “**Index**”), as published by the United States Department of Labor for the San Diego-Carlsbad (1982-1984 = 100 Base). The adjustment shall be computed by adding to the then Fixed O&M Amount the sum obtained by multiplying the Fixed O&M Amount by a factor equal to the percentage increase in the Index as last published immediately preceding the beginning of the fiscal year (July) and the Index last published preceding the date of adjustment (June). District shall give written notice to HOA indicating the amount of the adjustment and manner of computation of same as soon as the information becomes available to District.

ii. In no event shall the Fixed O&M Amount for any subsequent year be reduced below the Fixed O&M Amount for the year immediately preceding the date of adjustment. When the new Fixed O&M Amount is determined, HOA shall pay the new Fixed O&M Amount.

iii. In the event that the Index does not exist in the same format described above, the parties shall substitute any official index published by the Bureau of Labor Statistics, or successor or similar governmental agency, as may then be in existence and shall be most nearly equivalent thereto. If the parties are unable to agree upon a substitute index, the parties shall refer the choice of a successor index to binding arbitration in accordance with the rules of the American Arbitration Association.

c. HOA acknowledges that late payment by HOA to District of the Fixed

O&M Amount will cause District to incur costs not contemplated by this Agreement, the exact amount of such costs being extremely difficult and impractical to fix. Such costs include, without limitation, processing, administration and accounting charges. The District will provide HOA annually a written invoice stating the amount of the Fixed O&M owing for that year. Said invoice shall be due and owing the latter of (a) due 30-days from the date of mailing by District or (b) August 1 of the year of mailing. If any installment of the Fixed O&M Amount due from HOA is not received by District within five (5) days of when due, HOA shall pay to District an additional sum equal to five percent (5%) of the overdue Fixed O&M Amount as a late charge. The parties agree that this late charge represents a fair and reasonable estimate of the costs that the District will incur by reason of late payment by HOA. Acceptance of any late charge shall not constitute a waiver of HOA's default with respect to the overdue amounts, nor prevent the District from exercising any of the other rights and remedies available to District under the Santa Fe Valley Fire Services Agreement. The payment of a late charge shall be in addition to any interest payable by HOA under subparagraph d below.

d. In the event of default by HOA in the payment of any Fixed O&M Amount, HOA shall pay interest at the rate of two (2) points over the published prime rate of Bank of America or the maximum rate permitted by law, whichever is less, on each such obligation from the day it is due until received by District.

e. The acceptance by District of any partial payment of Fixed O&M Amount due hereunder after breach by HOA will not constitute a waiver of such breach, unless a written statement to that effect signed by District has been delivered to HOA.

f. The HOA shall have an option each fiscal year to buy-out the remaining O&M Obligation under the Santa Fe Valley Fire Services Agreement as follows:

i. HOA to notify District in writing on or before May 1 of any fiscal year of its intent to buy-out the remaining O&M Obligation (“**Buy-out Option Notice**”).

ii. Payment of the Buy-out Amount, as defined below, must be made on or before August 1 after the Buy-out Option Notice or the Buy-out Option Notice shall be void.

iii. The buy-out amount shall be calculated by multiplying the then Fixed O&M Amount by the remaining years under the Santa Fe Valley Fire Services Agreement with a three percent (3%) per year escalator. A discount rate of two percent (2%) shall be applied to said amount to arrive at the buy-out amount (“**Buy-out Amount**”).

g. The terms of this Paragraph 2 shall replace Section 13 of the Santa Fe Valley Fire Services Agreement and the obligations thereunder as to the District and the HOA.

3. In the event of any conflict between this Agreement and the Santa Fe Valley Fire Services Agreement this Agreement shall control.

4. Except to the extent herein modified (Paragraph 2), the Santa Fe Valley Fire Services Agreement shall continue in full force and effect.

5. Miscellaneous Provisions.

5.1 Venue. In the event of any legal or equitable proceeding to enforce or interpret the terms or conditions of this Agreement, the parties agree that venue shall be the federal

or state courts in County of San Diego, State of California.

5.2 Modification. This Agreement may not be altered in whole or in part except by a written modification approved by the governing board of the District and HOA and executed by all the parties to this Agreement.

5.3 Attorneys' Fees. In the event any action or proceeding is initiated to challenge, invalidate, enforce, or interpret any of the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and litigation fees (including expert witness fees), costs, and expenses in addition to any other relief granted by law. This provision shall apply to this entire Agreement. Except as provided above, the parties hereto shall bear their own attorney's fees and costs incurred in connection with all matters including any disputes preceding execution of this Agreement up to and including the date of this Agreement.

5.4 Entire Agreement. This Agreement, together with the Santa Fe Valley Fire Services Agreement, contain all representations and the entire understanding between the parties with respect to the subject matter of this Agreement. Any prior correspondence, memoranda, or agreements, whether or not such correspondence, memoranda, or agreements are in conflict with this Agreement, are intended to be replaced in total by this Agreement.

5.5 Each party to this Agreement warrants and represents that no representative of any party to this Agreement has made any oral representations or oral agreements not contained in this Agreement. Each party to this Agreement further warrants and represents that it has not relied upon any oral statements or promises made by any representative of any party to this Agreement in executing this Agreement.

5.6 Binding Effect. Subject to the provisions of Section 17.6 of the Santa Fe Valley Fire Services Agreement, this Agreement shall inure to the benefit of and be binding upon the parties and their respective purchasers, successors, heirs, and assigns.

5.7 Unenforceable Provisions. The terms, conditions, and covenants of this Agreement shall be construed whenever possible as consistent with all applicable laws and regulations. To the extent that any provision of this Agreement, as so interpreted, is held to violate any applicable law or regulation, the remaining provisions shall nevertheless be carried into full force and effect and remain enforceable.

5.8 Representation of Capacity to Contract. Each party to this Agreement hereby warrants and represents that it has legal authority and capacity and direction from its principal to enter into this Agreement, and that all resolutions or other actions have been taken so as to enable it to enter into this Agreement.

5.9 Opportunity to be Represented by Independent Counsel. Each party to this Agreement warrants and represents that it has been advised to consult independent legal counsel of its own choosing and has had a reasonable opportunity to do so prior to executing this Agreement.

5.10 Good Faith and Cooperation. In interpreting and applying the provisions of this Agreement, the parties agree to act in good faith and cooperate with each other, including each party providing the other with ten (10) days' notice and thirty (30) days to cure any breach of this Agreement.

5.11 Time of the Essence. The parties to this Agreement understand that time is

of the essence in the completion of all matters contemplated by this Agreement.

5.12 No Waiver. The failure of any party to enforce any term, covenant, or condition of this Agreement on the date it is to be performed shall not be construed as a waiver of that party's right to enforce this, or any other term, covenant, or condition of this Agreement at any later date or as a waiver of any term, covenant, or condition of this Agreement.

5.13 Notices. All letters, statements, or notices required pursuant to this Agreement shall be deemed effective upon receipt when personally served, transmitted by facsimile machine, or sent certified mail, return receipt requested, to the following addresses

District: Rancho Santa Fe Fire Protection District
a special district organized under the laws of the State of California
P.O. Box 410 (mailing)
18027 Calle Ambiente
Rancho Santa Fe, Ca 92067
Telephone: (858) 756-5971

With copy to: Stephen J. Fitch, Esq.
Fitch Law Firm, APC
3465 Camino del Rio South, Suite 250
San Diego, CA 92108
Telephone: (619) 282-8100

HOA: The Lakes Owners Association
c/o FirstService Residential
8086 Old Course Road
San Diego, CA 92127
Attn: Kyle Kruger, General Manager

With copy to:

5.14 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Facsimile or email signature pages shall have the same force and effect as original signatures.

5.15 Defined Terms. Capitalized terms not otherwise defined in this Agreement shall be defined as provided in the Santa Fe Valley Fire Services Agreement.

[Signatures on next page]

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

District

Rancho Santa Fe Fire Protection District

By: _____

Name: _____

Its: _____

HOA

The Lakes Owners Association

By: _____

Name: _____

Its: _____

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

District

Rancho Santa Fe Fire Protection District

By: _____

Name: _____

Its: _____

HOA

The Lakes Owners Association

By:  _____

Name: PAUL LESIDARU _____

Its: PRESIDENT _____



Rancho Santa Fe Fire Protection District
Budget Comparison
(Unaudited)

		YTD thru		PROPOSED	
		March 31, 2022	FY 22 Budget	FY 23 Budget	Difference
1	Operating Revenues				
2	Property Taxes	\$ 9,705,603	\$ 15,527,801	\$ 15,702,800	\$ 174,999
3	Joint Facilities Community Agreement	222,809	414,661	415,000	339
4	Total Operating Revenues	9,928,412	15,942,462	16,117,800	175,338
5	Non-Operating Revenues				
6	Reimbursements, Grants & Other Revenue	2,899,143	1,969,523	547,400	(1,422,123)
7	Rentals	336,757	415,157	470,300	55,143
8	Interest Income	(96,235)	124,331	65,000	(59,331)
9	Total Non-Operating Revenues	3,139,665	2,509,011	1,082,700	(1,426,311)
10	Total Revenues	13,068,077	18,451,473	17,200,500	(1,250,973)
11	Operating Expenses				
12	Salaries and Benefits				
13	Employee Salaries	5,872,762	8,148,197	8,144,500	(3,697)
14	Employee Overtime	1,690,618	1,656,738	1,300,000	(356,738)
15	Employee Benefits	3,621,569	4,711,475	4,497,000	(214,475)
16	CalPERS Unfunded Liability (ADP)	1,000,000	552,307	1,000,000	447,693
16	Total Salaries and Benefits	11,184,948	14,516,410	13,941,500	(574,910)
17	Operations				
18	Utilities	235,355	341,011	316,300	(24,711)
19	Fleet Maintenance	100,693	266,611	180,000	(86,611)
20	Structures & Grounds	183,279	258,408	239,000	(19,408)
21	Dispatch Services	123,391	207,000	210,000	3,000
22	Communications Expense	47,895	98,400	100,000	1,600
23	Fuel & Fuel Facility	71,899	76,546	77,100	554
24	Emer Incident Meals & Misc	6,296	7,000	10,000	3,000
25	Total Operations	768,809	1,254,976	1,132,400	(122,576)
26	Materials & Equipment				
27	Equipment & Services	92,786	190,771	121,000	(69,771)
28	CSA Medical Expenses	113,701	142,044	157,900	15,856
29	Safety Equipment & PPE	63,381	117,718	96,000	(21,718)
30	Repairs & Maintenance	12,006	36,963	17,500	(19,463)
31	Supplies & Permits	15,109	25,849	21,000	(4,849)
32	Total Materials & Equipment	296,984	513,345	413,400	(169,716)



**Rancho Santa Fe Fire Protection District
Budget Comparison
(Unaudited)**

	YTD thru March 31, 2022	FY 22 Budget	PROPOSED FY 23 Budget	Difference
33 General & Administrative				
34 Professional Services	142,872	303,322	376,900	73,578
35 Professional Dev & Training	48,688	153,520	100,000	(53,520)
36 County Admin Costs	59	141,251	140,000	(1,251)
37 Liability Insurance	131,549	135,958	135,000	(958)
38 Memberships & Subscriptions	37,610	46,410	43,000	(3,410)
39 Miscellaneous Fees & Notices	22,247	33,360	47,000	13,640
40 Meetings & Special Events	14,431	22,322	15,000	(7,322)
41 Office Expenses	24,690	19,173	17,500	(1,673)
42 Total General & Administraion	422,145	855,317	874,400	19,083
43 Total Expenses	13,672,886	17,692,355	17,361,700	(400,426)
44 Net Income before Capital	\$ (604,809)	\$ 759,118	\$ (161,200)	\$ (850,547)
45 Capital				
46 Capital - Facilities	36,584	75,000	670,000	(75,000)
47 Capital - Apparatus	738,361	710,000	445,000	(710,000)
48 Capital - Equipment	26,206	40,825	168,000	(40,825)
49 Capital - Vehicle	43,417	-	130,000	-
50 Depreciation Expense	842,533	1,123,377	-	(1,123,377)
51 Interfund transfer from Mitigation			(292,000)	
52 Total Capital	1,687,101	1,949,202	1,121,000	(1,949,202)
53 Net Income	\$ (2,291,910)	\$ (1,190,084)	\$ (1,282,200)	\$ 1,098,655

*YTD - Year to Date

Preliminary - does not include all year end adjustments

No assurance is provided on these financial statements.

The financial statements do not include a statement of cash flows.

Substantially all disclosures required by accounting principles generally accepted in the United States are not included.

STAFF REPORT

NO. 22-04

TO: BOARD OF DIRECTORS
DAVE MCQUEAD, FIRE CHIEF

FROM: ALICEA CACCAVO, MANAGER OF FINANCE & ADMINISTRATION

SUBJECT: GANN LIMIT COMPLIANCE

DATE: MAY 5, 2022



Pursuant to Government Code §7901, special districts may annually choose one of the following by a recorded vote of the governing body:

1. Cost of Living:
 - a. the change in California per capita personal income; or
 - b. the percentage change in the jurisdiction's assessed valuation, which is attributable to nonresidential new construction.

2. Population:
 - a. the change in population within the county;
 - b. the change in population within the unincorporated area of the county;
 - c. the use of specific formula calculations or estimates, permitted for mixed incorporated/unincorporated areas of special districts and/or special districts serving more than one county; or

Each year special districts should perform necessary calculations to determine if year-end proceeds of taxes subject to the limit have exceeded the limit. Preliminary calculations have been made for all revenue received to determine whether this district complies with the appropriations limits established for the current fiscal year. Preliminary calculations show that the district will comply with the appropriation limit.

The following recommendation is submitted for your consideration and/or action:

1. To select the change in California per capital personal income (7.55 %) for the Cost of Living Factor and the change in population within San Diego County average (-.30%). A copy of the State of California Department of Finance Price & Population Data for Local Jurisdictions is attached. *The District population provided by SANDAG is not available at this time.*

2. The Board may choose to submit population documentation to State Department of Finance Demographic Research Unit for certification by June 1, 2022. Note: there may be a charge by the State for this option. If this option is selected, the District can modify the Gann Limit after supporting documentation is received from the Department of Finance.



May 2022

Dear Fiscal Officer:

Subject: Price Factor and Population Information

Appropriations Limit

California Revenue and Taxation Code section 2227 requires the Department of Finance to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2022, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2022-23. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2022-23 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts

Some special districts must establish an annual appropriations limit. California Revenue and Taxation Code section 2228 provides additional information regarding the appropriations limit. Article XIII B, section 9(C) of the California Constitution exempts certain special districts from the appropriations limit calculation mandate. The code section and the California Constitution can be accessed at the following website: <http://leginfo.ca.gov/faces/codes.xhtml>.

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

Population Certification

The population certification program applies only to cities and counties. California Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2022.**

Please Note: The prior year's city population estimates may be revised. The per capita personal income change is based on historical data.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

KEELY MARTIN BOSLER
Director
By:

ERIKA LI
Chief Deputy Director

Attachment

- A. **Price Factor:** Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2022-23 appropriation limit is:

Per Capita Personal Income	
Fiscal Year (FY)	Percentage change over prior year
2022-23	7.55

- B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2022-23 appropriation limit.

2022-23:

Per Capita Cost of Living Change = 7.55 percent
 Population Change = -0.30 percent

Per Capita Cost of Living converted to a ratio: $\frac{7.55 + 100}{100} = 1.0755$

Population converted to a ratio: $\frac{-0.30 + 100}{100} = 0.997$

Calculation of factor for FY 2022-23: $1.0755 \times 0.997 = 1.0723$

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2021 to January 1, 2022 and Total Population, January 1, 2022

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total Population</u>
	2021-2022	1-1-21	1-1-22	1-1-2022
San Diego				
Carlsbad	-0.08	115,680	115,585	115,585
Chula Vista	-0.05	276,660	276,521	276,785
Coronado	-0.84	16,936	16,793	22,277
Del Mar	-0.71	3,957	3,929	3,929
El Cajon	-0.76	106,447	105,638	105,638
Encinitas	-0.34	61,724	61,515	61,515
Escondido	-0.47	151,389	150,679	150,679
Imperial Beach	-0.78	26,448	26,243	26,243
La Mesa	-0.22	60,608	60,472	60,472
Lemon Grove	-0.66	27,422	27,242	27,242
National City	-0.50	56,809	56,525	61,471
Oceanside	-0.51	173,932	173,048	173,048
Poway	-0.19	48,850	48,759	48,759
San Diego	0.13	1,353,921	1,355,685	1,374,790
San Marcos	0.67	92,958	93,585	93,585
Santee	-0.22	59,146	59,015	59,015
Solana Beach	-0.75	12,909	12,812	12,812
Vista	0.76	99,536	100,291	100,291
Unincorporated	-0.35	480,946	479,246	513,170
County Total	-0.08	3,226,278	3,223,583	3,287,306

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

RESOLUTION NO. 2022-13

A Resolution of the Board of Directors of the Rancho Santa Fe Fire Protection District Determining the 2022/2023 Appropriations of Tax Proceeds

WHEREAS, in November of 1979, the California electorate did adopt Proposition 4, which added Article XIII B of the Constitution to the California Constitution; and

WHEREAS, the provisions of that Article establish maximum appropriation limitations commonly called *Gann limits* for public agencies including fire districts; and

WHEREAS, the District must establish a Gann limit for the 2022/2023 fiscal year in accordance with the provision of with Article XIII B and applicable statutory law.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Rancho Santa Fe Fire Protection District, that the calculated maximum limit applicable to the 2022/2023 appropriations of tax proceeds is \$32,582,909 in accordance with Article XIII B of the Constitution of the State of California.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Rancho Santa Fe Fire Protection District on May 11, 2022 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

JAMES H ASHCRAFT
President

ATTEST:

Alicea Caccavo
Board Clerk

RANCHO SANTA FE FIRE PROTECTION DISTRICT ARTICLE XIII B
 APPROPRIATION OF PROCEEDS OF TAX LIMITATION
 DETERMINATION 2022/2023

Determination of Permitted Growth Rate in Appropriations 2022/2023, recalculated with Department of Finance Special District Population Estimate for Rancho Santa Fe Fire Protection District

Per Department of Finance:

Per Capita Personal Income = (7.55%), Converted Factor	1.0755
Population Change = -0.30%, Converted	0.997
Calculation of Factor =	1.0717
2021/22 Appropriation Limit	\$30,401,652
2022/23 Appropriation Limit Adjustment Factor	1.0717
2022/23 Appropriation Limit	<u>\$32,582,909</u>

Gann Calculation History

	A	B	C	D	E	F	G	H	I	J
1	FY	Population Data (LAFCO)	Cost of Living Change	Cost of Living Ratio (C+100)/100	Population Change	Population Change Ratio (E+100)/100	Appropriations Factor d x f	Gann Limit	Tax Proceeds	Over (Under) Limit
2								1,905,122		
3	FY88		3.47	1.0347	4.21	1.0421	1.0783	2,054,219		
4	FY89		4.66	1.0466	3.93	1.0393	1.0877	2,234,438		
5	FY90		5.19	1.0519	3.15	1.0315	1.0850	2,424,443		
6	FY91	9,137	4.21	1.0421	5.83	1.0583	1.1029	2,673,808		
7	FY92	9,137	4.14	1.0414	3.33	1.0333	1.0761	2,877,227		
8	FY93	9,137	-0.64	0.9936	3.25	1.0325	1.0259	2,951,725	2,429,715	(522,010)
9	FY94	9,137	2.72	1.0272	2.52	1.0252	1.0531	3,108,418	2,567,734	(540,684)
10	FY95	9,137	0.71	1.0071	1.42	1.0142	1.0214	3,174,941	2,219,836	(955,105)
11	FY96	9,137	4.72	1.0472	1.55	1.0155	1.0634	3,376,332	2,397,328	(979,004)
12	FY97	10,941	4.67	1.0467	19.74	1.1974	1.2533	4,231,620	2,524,441	(1,707,179)
13	FY98	10,941	4.67	1.0467	1.46	1.0146	1.0620	4,493,904	2,745,541	(1,748,363)
14	FY99	10,941	4.15	1.0415	2.63	1.0263	1.0689	4,803,495	3,054,021	(1,749,474)
15	FY00	10,941	4.53	1.0453	2.17	1.0217	1.0680	5,130,051	3,532,699	(1,597,352)
16	FY01	10,941	4.91	1.0491	2.33	1.0233	1.0735	5,507,302	4,026,469	(1,480,833)
17	FY02	10,941	7.82	1.0782	3.49	1.0349	1.1158	6,145,208	4,621,457	(1,523,751)
18	FY03	10,941	-1.27	0.9873	2.78	1.0278	1.0147	6,235,831	5,192,948	(1,042,883)
19	FY04	11,911	2.31	1.0231	2.24	1.0224	1.0460	6,522,788	5,867,676	(655,112)
20	FY05	14,440	3.28	1.0328	21.26	1.2126	1.2524	8,168,966	6,726,049	(1,442,917)
21	FY06	16,186	5.26	1.0526	22.23	1.2223	1.2866	10,510,134	7,587,597	(2,922,537)
22	FY07	21,884	3.96	1.0396	14.71	1.1471	1.1925	12,533,599	8,491,770	(4,041,829)
23	FY08	21,041	4.42	1.0442	14.11	1.1411	1.1915	14,934,242	9,501,700	(5,432,542)
24	FY09	26,859	4.29	1.0429	7.60	1.0760	1.1222	16,758,615	9,855,850	(6,902,765)
25	FY10	29,668	0.62	1.0062	1.32	1.0132	1.0195	17,085,104	9,664,518	(7,420,586)
26	FY11	27,751	-2.54	0.9746	1.52	1.0152	0.9894	16,904,239	9,299,241	(7,604,998)
27	FY12	28,262	2.51	1.0251	0.68	1.0068	1.0321	17,446,370	9,307,896	(8,138,474)
28	FY13	29,131	3.77	1.0377	2.47	1.0247	1.0633	18,551,269	9,394,638	(9,156,631)
29	FY14	31,198	5.12	1.0512	4.79	1.0479	1.1016	20,435,197	9,690,766	(10,744,431)
30	FY15	31,412	-0.23	0.9977	1.80	1.0180	1.0157	20,755,183	10,273,101	(10,482,082)
31	FY16	32,066	3.82	1.0382	1.69	1.0169	1.0557	21,912,193	10,763,457	(11,148,736)
32	FY17	32,373	5.37	1.0537	0.73	1.0073	1.0614	23,257,426	11,373,884	(11,883,542)
33	FY18	34,031	3.69	1.0369	5.08	1.0508	1.0896	25,340,699	11,500,546	(13,840,153)
34	FY19	34,324	3.67	1.0367	0.86	1.0086	1.0456	26,496,631	12,066,028	(14,430,603)
35	FY20	34,502	3.85	1.0385	0.52	1.0052	1.0439	27,659,838	12,560,750	(15,099,089)
36	FY21	34,706	3.73	1.0373	0.59	1.0059	1.0434	28,860,830	12,937,572	(15,923,258)
37	FY22	34,518	5.73	1.0573	-0.54	0.9946	1.0534	30,401,999	13,325,699	(17,076,299)
38	FY23	34,397	7.55	1.0755	-0.35	0.997	1.0717	32,582,909	13,725,470	(18,857,439)
43										
44	Recalculated by DOF - 2010									
45	Recalculated by DOF - 2017									

RESOLUTION No. 2022-14

A Resolution of the Board of Directors of the Rancho Santa Fe Fire Protection District Setting Benefit Charges for Fiscal Year 2022/2023

BE IT RESOLVED, that pursuant to the Rancho Santa Fe Fire Protection District Board of Directors meeting held May 11, 2022 this board has determined that charges for providing fire protection services by the Rancho Santa Fe Fire Protection District for fiscal year 2022/2023 shall appear as a separate item on tax bills and collected at the same time and in the same manner as ordinary county ad valorem taxes and caused to be prepared and filed, written reports describing real property receiving fire protection services.

The amount of charges for each parcel for fiscal year 2022/2023 have been computed in conformity with the procedure set forth in, and charges described by applicable ordinances and resolution of the fire protection district.

THEREFORE, it is hereby determined and ordered as follows:

1. That each and every charge set forth in said report is adopted;
2. That said reports are hereby confirmed;
3. That said reports as confirmed by this board be filed with the Auditor & Controller of the County of San Diego;
4. The cost for fiscal year 2022/2023 shall be \$10.00 per benefit unit.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Rancho Santa Fe Fire Protection District on May 11, 2022 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

JAMES H ASHCRAFT
President

ATTEST

Alicea Caccavo
Board Clerk

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

I, ALICEA CACCAVO, Board Secretary, Rancho Santa Fe Fire Protection District, Board of Directors hereby certify that I have compared the foregoing copy with the original resolution adopted by said board at its regular meeting on May 11, 2022, which original resolution is on file in my office; and that same contains a full, true and correct transcript there from and of the whole thereof.

Witness my hand this ____ day of _____, 2022.

ALICEA CACCAVO
Board Secretary

RESOLUTION No. 2022-15

A Resolution of the Board of Directors of the Rancho Santa Fe Fire Protection District Adopting Levies for Special Taxes to be collected on the Tax Roll for Fiscal Year 2022/2023

WHEREAS, pursuant to Section 53978 of the Government Code, the Board has determined that a special tax for providing structural fire protection by Rancho Santa Fe Fire Protection District serving the Elfin Forest/Harmony Grove areas shall appear as separate items on the tax bill and shall be collected at the same time and in the same manner as ordinary County ad valorem property taxes are collected; and

WHEREAS, the amount of charges for each parcel for fiscal year 2022/2023 have been computed in conformity with the procedure set forth in, and charges described by applicable ordinances, resolution and agreement of the fire protection district.

THEREFORE, BE IT RESOLVED and is hereby determined and ordered as follows:

1. That each and every charge set forth in said report is adopted;
2. That said reports are hereby confirmed;
3. That said reports as confirmed by this board be filed with the Auditor & Controller of the County of San Diego;
4. That said assessment shall appear as a separate item on tax bills entitled *RSF Elfin Forest/Harmony Grove Fire Protection Assessment*
5. The cost for fiscal year 2022/2023 shall be \$177.43 per benefit unit, a 5.21% increase;
6. This assessment applies to all applicable parcels in the following tax rate areas:

71001	71056	71057	71058	73224
74008	74023	74044	74046	74118
74130	74173	74226	74227	74228
74232	74233	74999	76031	76032
76033	76168	76209		

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Rancho Santa Fe Fire Protection District on May 11, 2022 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

JAMES H ASHCRAFT
President

ATTEST

Alicea Caccavo
Board Clerk

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

I, ALICEA CACCAVO, Board Clerk, Rancho Santa Fe Fire Protection District, Board of Directors hereby certify that I have compared the foregoing copy with the original resolution adopted by said board at its regularly scheduled meeting on May 11, 2022, which original resolution is on file in my office; and that same contains a full, true and correct transcript there from and of the whole thereof.

Witness my hand this _____ day of _____, 2022.

ALICEA CACCAVO
Board Clerk

RESOLUTION No. 2022-16

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE RANCHO SANTA FE FIRE PROTECTION DISTRICT ESTABLISHING SALARIES AND BENEFITS FOR MANAGEMENT PERSONNEL

BE IT RESOLVED that the Board of Directors of the Rancho Santa Fe Fire Protection District does hereby authorize the following salary ranges and benefits for management personnel effective May 11, 2022.

1. SALARIES

1.1 The following salary range for EXEMPT positions identified is as follows:

<i>Position</i>	<i>Range/Annual Salary</i>	
Fire Chief	\$178,056	\$223,197
Deputy Chief	\$ 175,876	\$ 201,360
Fire Marshal	\$117,099	\$153,780
Administration Manager	\$105,287	\$134,241

1.2 The following salary range for NON-EXEMPT position(s) identified is as follows:

<i>Position</i>	<i>Range/Annual Salary</i>	
Battalion Chief	\$ 134,175	\$ 164,370

2. RETIREMENT

2.1 Retirement (Safety): the district shall retain a retirement plan with the Public Employees Retirement System (PERS) 3% @ 50 plan for all safety employees hired before March 31, 2012. The retirement plan shall include all statutory benefits listed in Government Code Section 20840(e) and the following optional benefits:

- a. One-Year Final Compensation
- b. 1959 Survivor Benefit – Fourth Level

Note: Government Code Section 20840(e) includes but not limited to: 1) pre-retirement optional settlement 2 death benefit; 2) conversion of unused sick leave to retirement service credit; 3) ability for members to convert, at their own expense, prior military service, and prior public service to CalPERS retirement service; and 4) local system service credit included in the basic death benefit.

2.2 All safety employees enrolled in the CalPERS 3% @ 50 plan, the employee will contribute 100% of the employee's contribution for all reportable wages, plus an additional 2% employee contribution applied towards the District's UAL. The employee will contribute \$2 per month towards the cost of the 1959 Survivor Benefit - Fourth Level.

2.3 All safety employees hired after July 1, 2012 the District shall retain a retirement plan with the Public Employee Retirement System (PERS) 3% @ 55 plan. The retirement plan shall include all statutory benefits listed in Government Code Section 20840(e) and the following optional benefit:

- a. 1959 Survivor Benefit – Fourth Level

Note: Government Code Section 20840(e) includes but not limited to: 1) pre-retirement optional settlement 2 death benefit; 2) conversion of unused sick leave to retirement service credit; 3) ability for members to convert, at their own expense, prior military service, and prior public service to

CalPERS retirement service; and 4) local system service credit included in the basic death benefit.

- 2.4 All safety employees enrolled in the PERS 3% @ 55 plan, the employee will contribute 100% of the employee's contribution for all reportable wages, plus an additional 2% employee contribution applied towards the District's UAL. The employee will contribute \$2 per month toward the cost of the 1959 Survivor Benefit – Fourth Level.
- 2.5 Employee contributions for employees entering membership on or after January 1, 2013 and subject to the California Public Employees' Pension Reform Act of 2013 (PEPRA) will be determined by CalPERS.
- 2.6 The district agrees to report member contributions as taxed deferred for all employees enrolled in the CalPERS plans.
- 2.7 Retirement (Non-safety): the district shall retain a retirement plan with the Public Employees Retirement System (PERS) 2.7% @ 55 plan for all employees hired before April 1, 2012. The retirement plan shall include all statutory benefits listed in Government Code Section 20840(e) and the following optional benefits:
 - a. One-Year Final Compensation
 - b. 1959 Survivor Benefit - Fourth LevelNote: Government Code Section 20840(e) includes but not limited to: 1) pre-retirement optional settlement 2 death benefit; 2) conversion of unused sick leave to retirement service credit; 3) ability for members to convert, at their own expense, prior military service and prior public service to CalPERS retirement service; and 4) local system service credit included in the basic death benefit.
- 2.8 All non-safety employees enrolled in the PERS 2.7% @ 55 plan, the employee will contribute 100% of the employee's contribution for all reportable wages. The employee will contribute \$2 per month towards the cost of the 1959 Survivor Benefit - Fourth Level.
- 2.9 All non-safety employees hired after July 1, 2012 the District shall retain a retirement plan with the Public Employee Retirement System (CalPERS) 2.5% @ 55 plan. The retirement plan shall include all statutory benefits listed in Government Code Section 20840(e) and the following optional benefit: 1959 Survivor Benefit – Fourth Level
Note: Government Code Section 20840(e) includes but not limited to: 1) pre-retirement optional settlement 2 death benefit; 2) conversion of unused sick leave to retirement service credit; 3) ability for members to convert, at their own expense, prior military service, and prior public service to CalPERS retirement service; and 4) local system service credit included in the basic death benefit.
- 2.10 All non-safety employees enrolled in the PERS 2.5% @ 55 plan; the employee will contribute 100% of the employee's contribution toward the employee contribution for all reportable wages. The employee will also contribute \$2 per month toward the cost of the 1959 Survivor Benefit – Fourth level.
- 2.11 Employee contributions for employees entering membership on or after January 1, 2013 and subject to the California Public Employees' Pension Reform Act of 2013 (PEPRA) will be determined by CalPERS.
- 2.12 The District agrees to report member contributions as taxed deferred for all employees enrolled in CalPERS.

3. SICK LEAVE

3.1 *Shift Employees*

- 3.1.1 Accrual: Shift employees shall accrue sick leave at the rate of 12 hours per month. Sick leave shall be accumulated with no maximum accrual.
- 3.1.2 At retirement, unused sick leave credit for shift employees shall be converted as follows:
 - a. All unused sick leave hours will be reported to CalPERS for additional service credit, if applicable

- b. The employee must choose to convert unused sick leave hours to an employee's RHSA at a ratio of 2:1. A minimum of 500 sick leave hours is required to be eligible for this option. The RHSA contribution shall be calculated at the straight time rate and shall not exceed the value of 40 shifts.

3.2 *Non-shift employees*

3.2.1 Accrual: Non-shift employees shall accrue sick leave at the rate of 8 hours per month. Sick leave shall be accumulated with no maximum accrual.

3.2.2 At retirement, unused sick leave credit for non-shift employees shall be converted as follows:

- a. All unused sick leave hours will be reported to CalPERS for additional service credit, if applicable; and
- b. The employee must convert unused sick leave hours to be an employee's RHSA at a ratio of 2:1. A minimum of 357 hours is required to be eligible for this option. The RHSA shall be calculated at the straight time rate and shall not exceed the value of 685 hours.

3.3 *Management Employees*

3.3.1 The accrual rate shall apply to the employee's permanent work schedule and not be changed for temporary or short-term assignments.

3.3.2 When an employee changes from one work schedule to another work schedule as a permanent assignment, accumulated leave shall be adjusted in accordance with the ratio of one work schedule to the other. Example: factor from 56-hour workweek to 40-hour workweek is .714; the factor from 40-hour workweek to 56-hour workweek is 1.4.

3.3.3 Sick leave shall be available for personal illness or injury, emergency medical or dental appointments and for reasonable travel time to and from health care facilities. Sick leave shall also be available to an employee for caring for a member of his/her immediate family who is ill or injured, emergency medical or dental appointments, and for reasonable travel time to and from health care facilities.

3.3.4 Definition of Immediate Family - Immediate family shall include husband, wife, child, stepchild, brother, stepbrother, sister, stepsister, parent, stepparent, grandparent, grandchild, or any legal dependent residing in same household.

4. INSURANCE

4.1 The district shall contract with a provider(s) for medical and dental benefits for providing employees and their eligible dependents with insurance benefits. The district agrees to contribute 80% of the average CalPERS HMO medical plans listed by the CalPERS in Region 2 or any subsequent region designated by CalPERS as the region in which the district is located; and 100% of the HMO dental plan(s) offered (at the family rate), per month toward medical and dental insurance. This calculated dollar amount shall be inclusive of any mandatory contributions that may be required by the provider. However, if the monthly premiums for medical and dental insurance exceed 80% of the average HMO medical/dental plans offered per month, the affected employee will be responsible for the difference.

4.2 Any unused premium may be used for medical/dental expenses as defined by the Administrative Policy for a maximum period of 12 months. After the 12-month period expires, at retirement, or if an employee is of retirement age and separation occurs due to disability or death, 100% of any unused premium shall be transferred to the employee's Retirement Health Savings Account. NOTE: If an employee separates from employment for any other reason, the unused premium shall be forfeited.

4.3 Eligible full-time employees may elect to opt out of only the medical insurance if proof of coverage can be provided to the district. If no medical options are selected, the district shall place a capped rate of \$1,000 per month (\$12,000 annually) in the employee's medical reimbursement account. Unused premiums shall be transferred to the employees HRSA per the provisions in 6.01.

- 4.4 Employees, upon retirement, at no additional cost to active employees or to the district shall be allowed to remain on the group dental plan until age 65. The retiree will be required to have the same plan as active employees. The retiree will be responsible for payment of entire premium and a two percent (2%) administrative cost.
- 4.5 Life: The District shall provide a \$50,000 life insurance policy for the employee and the Board of Directors, and \$1,000 life insurance policy for employee's dependents. The policy shall include accidental death and dismemberment coverage.
- 4.6 Long-Term Disability: The District shall provide a Long-Term Disability plan.
- 4.7 In the event the Board of Directors modifies the insurance benefit (increase or decrease) in any other labor contract, this insurance benefit shall be adjusted per said resolution or contract for all positions identified in this Resolution.

5. HEALTH RETIREMENT SAVINGS ACCOUNT

- 5.1 Employees shall be required to participate in a District administered Retirement Health Savings Account (RHSA). The following terms apply:
 - a. Effective July 1, 2006, a monetary contribution will be made by the district in an amount of \$100 per employee per month.
 - b. The value of any unused medical reimbursement shall be transferred at the end of each calendar and fiscal year to the employee's RHSA (contributed twice a year).
 - c. If the shift employee has an excess of 480 hours of unused sick leave, then at the end of each calendar year 50% of the unused sick leave (144 minus sick leave used) will be contributed to the RHSA at the employee's hourly rate.
 - d. If the non-shift employee has an excess of 343 hours of unused sick leave, then at the end of each calendar year 50% of the unused sick leave (96 minus sick leave used) will be contributed to the RHSA at the employee's hourly rate.

6. MANAGEMENT INCENTIVE PAY (Exempt)

- 6.1 Effective July 1, 2021, and in recognition of the unique nature of the district's executive management and confidential positions and associated job responsibilities, Management Incentive Pay (**MIP**) may be provided annually as a percentage of annual base salary, 5% of the annual base salary in any calendar year and reported to the California Public Employees' Retirement System as earned per pay period. Management personnel are responsible for coordinating the services provided by their department and are held accountable for responding to the distinctive needs of the community, irrespective of time and place. Management Incentive Pay is available to all exempt employees included in the pay and benefits plan, and exempt employees shall not have the option to decline Management Incentive Pay. Management Incentive Pay shall not be for overtime, nor in lieu of other benefits excluded under the California Public Employees Retirement Law statutes, not for special compensation not otherwise listed in Title 2 CCR, Section 571. To the extent permitted by law, this pay is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571 (a)(1) Incentive Pay— Management Incentive.
- 6.2 All **Exempt** Management personnel represented in this resolution will receive a 5% of their annual base salary as of July 1. The MIP provides for additional compensation and/or non-taxable benefit equal to 5.00% of annual base salary as of July 1 and paid once per calendar year on the July 31 pay date. The MIP of 5% of the annual base salary shall only to be used once in a twelve (12) month period for the calculation of reportable compensation. **Exempt** Management personnel covered by this benefit may choose one of the following options:
 - a. Direct Payment – Cash: this option is considered additional income and is subject to federal and state

withholding taxes.

- b. Direct Payment – Deferred Compensation 457 Plan: this option is considered additional income and is subject to the maximum deferral allowed by the IRS.
 - c. Combination of Option a, or b: this option may not exceed the maximum benefit.
- 6.3 Medical Reimbursement: this option is considered a non-taxable benefit, which may be used for additional medical/dental expenses, and this option is not considered as reportable compensation to CalPERS. Note that unused monies in this account are not eligible for transfer to the District's Health Retirement Savings Account
- 6.4 Staff Management Incentive Pay: Beginning July 1, 2017, all Exempt Management personnel represented in this resolution and who are assigned to a 40-hour or 9/80 workweek, will receive an additional Staff Management Incentive Pay (SMIP) of 5% of their annual base salary. To be eligible for the SMIP, the manager must have been assigned to a 40-hour or 9/80 workweek for a minimum of 65% of the previous fiscal year. The SMIP provides for additional compensation and/or non-taxable benefit equal to 5.00% of annual base salary as of July 1 and paid once per year on the August 15 pay date, or at retirement if employee retires prior to this pay date. This SMIP of 5% of annual base salary shall only to be used once in a twelve (12) month period for the calculation of reportable compensation. Exempt Management personnel covered by this benefit may choose one of the options described in 6.2 a – c.

7. ADMINISTRATIVE LEAVE

- 7.1 In recognition of the exempt status from FLSA time off for Administrative Leave purposes shall not be deducted from employee accrual unless the employee is absent for greater than 4 hours of consecutive work hours.
- 7.2 The Training Officer (Battalion Chief) as of May 11, 2022, will be the **ONLY** Non-Exempt management position to receive Administrative Leave as they are assigned to 40 hour or 9/80 work week.

8. HOLIDAYS

- 8.1 For the purpose of this section, the legal "holiday" shall mean and include the following days:
- a. New Year's Day (January 1)
 - b. Martin Luther King Day (third Monday in January)
 - c. President's Day (third Monday in February)
 - d. Memorial Day (fourth Monday in May)
 - e. Independence Day (July 4)
 - f. Labor Day (first Monday in September)
 - g. Veteran's Day (November 11)
 - h. Thanksgiving Day (fourth Thursday in November)
 - i. Day after Thanksgiving Day
 - j. Christmas Day (December 25)
 - k. Floating Holiday
- 8.2 All Chief Officers shall receive holiday payment equal to one-half month's salary, payable on November 15. Rotating schedules to assure availability during holidays will be required.

9. USE OF DISTRICT VEHICLES

- 9.1 The district will assign a vehicle to the following positions for commuting to/from work and all business purposes to insure availability for immediate emergency response:
- a. Fire Chief

- b. Deputy Chief
 - c. Fire Marshal
 - d. Battalion Chief – Administrative/Training
- 9.2 Personnel assigned to a take home vehicle must meet a 45-minute response time to District from their place of residence.
- 9.3 Battalion Chief – Shift: while on duty, shift Battalion Chiefs are provided an emergency vehicle to assist in the performance of their duties.
- 9.4 The value for all personal use may be reported as a taxable fringe benefit as established by IRS Regulations and the District’s Administrative policy.

10. VACATION ACCRUAL

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

Years of Service	Based on 40-hour work week	Based on 56-hour work week
0 – 4 years	80 hours	144 hours
5 – 9 years	120 hours	168 hours
10 – 14 years	160 hours	192 hours
15 – 19 years	200 hours	240 hours
20+ years	240 hours	288 hours

Note: The Fire Chief is authorized to negotiate the starting vacation accumulation different from shown above for management staff members new to the district.

- 10.2 All management employees shall have the option to sell the excess of 80 hours (non-shift), or the excess of 112 hours (shift) accrued vacation at straight time, not more than twice a year, after the work period ends that include June 30 and December 31.
- 10.3 An employee may only sell a maximum of 200 hours of accrued vacation per calendar year. Minimum vacation accrual balances are required as identified in 9.2.
- 10.4 A written request received by December 31 for payment of accrued vacation sold back to the district, which will be remitted by separate check on January 15. A written request received by June 30 for payment of vacation sold back to the district, which will be remitted by separate check on July 15. No payments under this section will be reported as “reportable compensation” for retirement purposes.

11. NON-EXEMPT FLSA COMPENSATION

- 11.1 The Shift Battalion Chief position shall be paid an hourly rate of time and one-half for all overtime worked beyond their regular hours assigned.
- 11.2 The hourly rate for Training Officer (Battalion Chief) position will be converted to a 40-hour workweek. The hourly rate will be adjusted as specified herein. Factor from 56-hour workweek to a 40-hour workweek is **.714**; Factor from 40-hour workweek to a 56-hour workweek is **1.4**.
- 11.2.1 The Training Officer shall be paid an hourly rate of time and one-half per the 40-hour workweek for all Training Officer/administrative overtime beyond their regular hours assigned.
- 11.2.2 The Training Officer (Battalion Chief) who works overtime for sick leave coverage, vacation coverage, vacancy coverage, call-back pay or incident deployment. The hourly rate will be converted from the 40-hour workweek to the 56-hour workweek and overtime shall be paid an hourly rate of time and one-half per the 56-hour workweek.

11.3 The Training Officer (Battalion Chief) as of May 11, 2022, will be the **ONLY** Non-Exempt management position to receive the Management Incentive Pay (MIP) covered under Items 6.1 and 6.2 of this management resolution.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Rancho Santa Fe Fire Protection District on May 11, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

James H. Ashcraft
President

ATTEST:

Alicea Caccavo
Board Clerk