



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

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

January 14, 2009
Closed Session 12:00 pm
Regular Session 1:00 pm

Closed Session

- a. With respect to every item of business to be discussed in closed session pursuant to Section 54956.8
 - i) Conference with negotiators for the following real property
 - (1) APN 266-182-21
 - (2) APN 266-182-22Negotiating Parties: Nick Pavone, Fire Chief and legal counsel Stephen J. Fitch
Under Negotiation: Both Price and Terms of Payment

RULES FOR ADDRESSING BOARD OF DIRECTORS

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

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

Pledge of Allegiance

2. Roll Call

3. Special Presentations

- a. Presentation of Certificate of Recognition to Daniel Waldorf
Daniel Waldorf will receive a *Certificate of Recognition* from the Board of Directors to recognize his quick actions in administering aid to a fellow diner and using the training received as a member of the Fire District's Community Emergency Response Team.

4. Public Comment

5. 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.

6. Consent Calendar

a. Board of Directors Minutes

- i) APPROVE the Board of Directors minutes of December 10, 2008
- ii) APPROVE the Board of Directors minutes of December 29, 2008

ACTION REQUESTED: **APPROVE**

b. Receive and File

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

(1) List of Demands

Check 18721 thru 18863 for the period December 1 – 31, 2008 totaling: \$396,671.03

Payroll for the period December 1 – 31, 2008 \$457,584.98

TOTAL DISTRIBUTION \$854,256.01

(2) Travel Reports– December 2008

- Pavone

(3) Activity Reports – December 2008

- Fire Prevention
- Operations
- Training

(4) District Articles – December 2008

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

- City of Vista
- Lacey Grover
- Horizon Christian Fellowship

7. Old Business

a. Resolution No. 2008-14

To discuss the adoption of Resolution No. 2008-14 and allow for comments from the property owner in acquiring real property to eminent domain proceedings.

ACTION REQUESTED: **Call for public comment (oral and written)**

8. New Business

a. Contracts

- i) Engineering Services for Interim Fire Station

To discuss and/or approve the Engineering Services contract with Shapouri & Associates [Staff Report 09-01](#)

- ii) Change Order Proposal for Geotechnical Services

To discuss and/or approve the proposed change order with Geocon Incorporated [Staff Report 09-01](#)

ACTION REQUESTED: **Approve and authorize President to execute all documents**

b. Meeting Schedule – March 11, 2009

To discuss a possible change in the meeting date for the regular Board of Directors meeting scheduled for March 11, 2009 due to a potential conflict.

ACTION REQUESTED: **Motion to change meeting date, if determined by Board of Directors**

9. Public Hearing

a. Fire Mitigation Fee Fund Multi-Year Plan

A hearing to discuss an amended Multi Year Facilities and Equipment Plan pursuant to Government Code Sections 66000-66002 and the County of San Diego Fire Mitigation Fee Ordinance.

ACTION REQUESTED: **A call for public comment (oral or written)**

10. Resolutions/Ordinances

a. Resolution No. 2009-01

To adopt a Resolution of the Board of Directors of the Rancho Santa Fe Fire Protection District Adopting the Fire Mitigation Fee Fund Multi-Year Plan.

ACTION REQUESTED: **ADOPT**

11. Oral Reports

a. Fire Chief – Pavone

- i) Del Mar/Solana Beach Management Services – Update
- ii) District Activities

b. Operations – Deputy Chief Michel

c. Training – Battalion Chief Davidson

d. Fire Prevention - Fire Marshal Hunter

e. Administrative Manager – Rannals

f. Board of Directors

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

12. Closed Session

a. CONFERENCE WITH LABOR NEGOTIATOR, pursuant to Government Code Section 54957.6

Agency Negotiators: Jim Ashcraft, Randy Malin, Assigned Staff

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

Under Negotiation: A successor Memorandum of Understanding

13. Adjournment



**RANCHO SANTA FE FIRE PROTECTION DISTRICT
REGULAR BOARD OF DIRECTORS MEETING
MINUTES – December 10, 2008**

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

SPECIAL AGENDA (9:30 – 11:30 AM)

Ethics Training (Workshop)

Pursuant to the requirements of AB 1234, the following local officials and staff (those who receive compensation for their service or are eligible to have their expenses reimbursed) attended the Ethics Training workshop presented by Stephen J. Fitch, Fitch & Associates:

Rancho Santa Fe Fire Protection District

Directors:

James H. Ashcraft
Thomas Hickerson
Nancy C. Hillgren
Randall Malin
John C. Tanner

Staff:

Nicholas G. Pavone, Fire Chief
Tony Michel, Deputy Chief
Cliff Hunter, Fire Marshal
Karlana Rannals, Administrative Manager
Fred Cox, Battalion Chief
Michael Gibbs, Battalion Chief

North County Dispatch Joint Powers Authority

Directors:

James H. Ashcraft

Staff:

Charlie Knust, Communications Manager

REGULAR AGENDA

Vice President Hickerson called a regular meeting of the Rancho Santa Fe Fire Protection District Board of Directors to order at 1:00 pm.

Pledge of Allegiance

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

1. Oath of Allegiance – New Elected Board Members

James H. Ashcraft, Nancy C. Hillgren, and Randall Malin were sworn-in as members of the Rancho Santa Fe Fire Protection District for terms prescribed by law. Karlana Rannals, Notary Public, administered the *Oath of Allegiance*.

2. Election of Officers

Pursuant to Fire District Law 1987, Section 13853, the District Board shall elect a president, vice-president and a Secretary/Clerk.

MOTION BY DIRECTOR HCKERSON, SECOND BY DIRECTOR MALIN, and CARRIED 5-0 to nominate and elect the following officer:

President James Ashcraft

MOTION BY DIRECTOR MALIN, SECOND BY DIRECTOR TANNER, and CARRIED 5-0 to nominate and elect the following officer:

Vice President Thomas Hickerson

MOTION BY DIRECTOR HICKERSON, SECOND BY DIRECTOR HILLGREN, CARRIED 5-0 to nominate and appoint the following:

Secretary Karlena Rannals

3. Roll Call

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

Directors Absent: None

Staff Present: Nick Pavone, Fire Chief; Tony Michel, Deputy Chief; Cliff Hunter, Fire Marshal; Brett Davidson, Battalion Chief; Jim Sturtevant, Battalion Chief; and Karlena Rannals, Board Clerk.

4. Special Presentations

a. Badge Presentation

Chief Pavone welcomed all in attendance and congratulated the newest member of the District. He introduced Deputy Chief Michel and Battalion Chief Davidson who summarized the District's probationary process for firefighter/paramedic. Chief Davidson congratulated the individual on his achievement. A Fire District badge was presented to the following member of the District:

- i. Nathan Fritchle, Firefighter/Paramedic

Karlana Rannals, Notary Public, administered the Oath of Office. President Ashcraft congratulated Mr. Fritchle and wished him continued success in his position.

5. Public Comment

The Board Clerk informed the board members that she received a letter from the Rancho Santa Fe Professional Firefighter's Association Local 4349 requesting to commence negotiations for a successor Memorandum of Understanding.

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

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

7. Consent Calendar

MOTION BY DIRECTOR HICKERSON, SECOND BY DIRECTOR MALIN, CARRIED 5 AYES; 0 NOES; 0 ABSENT; 0 ABSTAIN to approve the Consent Calendar with the removal of 7. b. i) 2 – Financial Report: Statement of Cash Assets and 7. b. i) 5 – Correspondence: CalPERS

a. Board of Directors Minutes

MOTION BY DIRECTOR HICKERSON, SECOND BY DIRECTOR MALIN, CARRIED 5 AYES; 0 NOES; 0 ABSENT; 0 ABSTAIN to approve the Board of Directors minutes of November 12, 2008.

b. Receive and File

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

i. Monthly/Quarterly Reports

(1) List of Demands

Check 18619 thru 18720 for the period November 1 – 30, 2008 totaling:	\$324,046.37
Payroll for the period November 1 – 30, 2008	<u>\$586,135.80</u>
TOTAL DISTRIBUTION	\$910,182.17

(2) Financial Reports

- Budget Review: July 1 – September 30, 2008

(3) Activity Reports – November 2008

- Fire Prevention
- Operations
- Training

(3) District Articles – November 2008

(4) Correspondence

- Jon Canavan, City of Poway
- Mark Waldorf, Maranatha Christian Schools

7. b. i) 2 – Financial Report: Statement of Cash Assets & 7. b. i) 5 – Correspondence: CalPERS
Director Malin requested to discuss these two items since they are somewhat related. He reported that CalPERS has experienced a significant loss in their investment portfolio, and based upon the District's cash asset report, he questioned should the District consider budgeting an additional 1 or 2 percent additional payment in employer contributions to anticipate the additional costs. At the conclusion of the discussion, the matter was referred to the Finance Ad hoc Committee for further discussion and/or recommendation.

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

President Ashcraft requested to convene to closed session since legal counsel was present. There were no objections by the Board.

13. Closed Session

Pursuant to the following Government Code Sections, the Board of Directors convened in Closed Session from 1:40 – 3:30 pm for discussions on:

- a. With respect to every item of business to be discussed in closed session pursuant to Section 54957:
 - i) LIABILITY CLAIM
Claimant: Rancho Santa Fe School District
Agency claimed against: Rancho Santa Fe Fire Protection District
- b. With respect to every item of business to be discussed in closed session pursuant to Section 54956.8:
 - i) Conference with Negotiators for Real Property to Address the Districts' Parking Needs

Upon reconvening, President Ashcraft reported that an update was provided to the board members on the status of the liability claim, and direction was provided to staff to pursue real property for the Districts' parking needs. In addition, Staff was authorized to notify Rancho Santa Fe Association that the Notice to Vacate was extended from March 1 to April 1, 2009.

All members of the Board and all staff present during roll call attended during the entire Closed Session. Attorney Stephen J. Fitch also attended during discussions of items A and B.

8. Old Business

a. *Board Policy – 3040 – Expense Authorizations*

Chief Pavone reminded the Board members that this subject was discussed at the November 2008 Board meeting. Based upon the Board's discussion, he reviewed the additional language added to the proposed policy. He reminded the Board that the intent of the document is to provide guidelines for purchases that should be approved by the Board either through the Consent Calendar or as a New Business matter.

MOTION BY DIRECTOR MALIN, SECOND BY DIRECTOR TANNER, and CARRIED 5-0 to ADOPT as presented Board Policy No. 3040-1 as amended.

9. New Business

a. *Independent Auditor's Report FY 2007/2008*

Chief Pavone reported that the Finance ad hoc committee (Directors' Malin and Tanner, Chief Pavone and Administrative Manager Rannals) met with Paul Kaymark CPA to review the draft audit report for FY08. Director Malin informed the Board that the ad hoc committee was satisfied with the discussion in the meeting and recommended that the Board accept the report as presented. The ad hoc committee responded to questions from the Board.

MOTION BY DIRECTOR HILLGREN, SECOND BY DIRECTOR HICKERSON, CARRIED 5 AYES; 0 NOES; 0 ABSENT; 0 ABSTAIN to accept the FY 2007/2008 independent audit prepared by Charles Z. Fedak CPA & Company as presented.

b. *District Seal*

Chief Sturtevant summarized the staff report provided. He noted that this item is a result of the

strategic plan to develop a graphical identity that better reflects the District boundary and the services provided. He reported that through the committee's research, there has been no formal recognition of the District's current seal.

Director Hickerson suggested that the Board should also consider changing the District's name to include and represent the numerous communities served by the Fire District. At the conclusion of the discussion, the Board members chose not to pursue a name change at this time.

MOTION BY DIRECTOR TANNER, SECOND BY DIRECTOR HILLGREN, CARRIED 4 AYES; 1 NOES; 0 ABSENT; 0 ABSTAIN to adopt the new District Seal as presented.

c. District Representation and Ad Hoc Committee Assignments

Chief Pavone summarized the staff report provided. The board members reviewed their committee assignment and agreed to serve in the following assignments:

Board of Directors

North County Dispatch JPA (Primary) – Jim Ashcraft

North County Dispatch JPA (Alternate) – Nancy Hillgren

Advisory Board

County Service Area (CSA) – 17 (Primary) – Tom Hickerson

County Service Area (CSA) – 17 (Alternate) – John Tanner

Ad Hoc Committee

Finance Committee – Randy Malin, John Tanner

Staff Assigned: Nick Pavone, Karlana Rannals

Negotiations – Randy Malin, Jim Ashcraft

Staff Assigned: Tony Michel, Karlana Rannals

MOTION BY DIRECTOR HILLGREN, SECOND BY DIRECTOR TANNER, CARRIED 5 AYES; 0 NOES; 0 ABSENT; 0 ABSTAIN to adopt the new District Seal as presented.

10. Public Hearing

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

President Ashcraft opened the public hearing. The Board Clerk informed the members that no one had submitted any correspondence in favor or protest to the ordinance. There were no requests to speak. President Ashcraft closed the public hearing.

11. Resolutions/Ordinances

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

Chief Pavone reported that is the final action necessary to adopt and implement Ordinance 2009-01, which becomes effective January 26, 2009.

MOTION BY DIRECTOR HILLGREN, SECOND BY DIRECTOR MALIN, to adopt Ordinance No. 2009-01.

Motion approved on the following roll call vote:

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

b. Resolution No. 2008-13 entitled a Resolution of the Rancho Santa Fe Fire Protection District Board of Directors, County of San Diego, State of California Approving the Purchase of Property

Chief Pavone informed the Board on the necessity of the resolution, which identifies the property being purchased for the replacement fire station, and authorizing the Board President to execute any and all documents in connection with the purchase. He noted that the escrow company is requesting a resolution in lieu of meeting minutes.

MOTION BY DIRECTOR MALIN, SECOND BY DIRECTOR HILLGREN, and APPROVED Resolution No. 2008-13 on the following roll call vote:

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

12. Oral Reports

a. Fire Chief – Pavone

He reported on the following topics:

- Del Mar/Solana Beach Management Services – Update: he provided a status on the discussions to provide fire management services to the cities of Del Mar and Solana Beach.
- District Activities
 - The Inn at Rancho Santa Fe has extended an invitation to attend their event celebrating their 50th anniversary. All board members are invited to attend.
 - Fire Districts Association of CA – the association is hosting a certificate of achievement program January 23-24, 2009 at the 4S Ranch Station – Training Room. If a member is interested in participating, contact him directly.
 - A reminder that the holiday party is scheduled for December 20th.

b. Operations – Deputy Chief Michel

He reported on the following topics

- The OES engine and a District engine responded on a strike team to the wind event in LA and Orange County.
- The press release sent regarding the roadside fires that occurred in the District heightened the public awareness. There were no incidents during the previous month.

c. Training – Battalion Chief Davidson

Chief Davidson summarized the monthly training activity, which included:

- Personnel participated in the zone-wide train-the-trainer classes

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- District personnel attended the Training Officers' Workshop held in Fresno
- He was accepted as one of a twelve-member committee (statewide) to write new curriculum for Fire Officer.

d. Fire Prevention – Fire Marshal Hunter

- The previous month's statistics showed the slowdown in new construction.
- The San Dieguito River Project was successful in receiving a \$100,000 grant; however, the estimated cost to complete the project is \$900,000. The Council is looking to obtain additional funding for the project.

e. Administration – Administrative Manager Rannals

There was no report.

f. Board of Directors

- North County Dispatch JPA – Update – Director Ashcraft: There was no report.
- County Service Area 17 – Update – Director Hickerson: There was no report.
- Comments:
 - None

14. Adjournment

Meeting adjourned at 5:34 pm.

Karlana Rannals
Secretary

James H Ashcraft
President



**RANCHO SANTA FE FIRE PROTECTION DISTRICT
SPECIAL BOARD OF DIRECTORS MEETING
MINUTES – December 29, 2008**

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

A special meeting of the Rancho Santa Fe Fire Protection District Board of Directors was called to order at 10:00 am.

Pledge of Allegiance

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

1. Roll Call

Directors Present: Ashcraft, Hickerson, Malin, Tanner
Director Hillgren participated via teleconference from the following location:
0183 E Fork Road
Snowmass, Colorado 81615

Directors Absent: None

Staff Present: Nick Pavone, Fire Chief; Tony Michel, Deputy Chief; Cliff Hunter, Fire Marshal; Brett Davidson, Battalion Chief; Mike Gibbs, Battalion Chief; and Karlena Rannals, Board Clerk.

2. Public Comment

No one requested to speak.

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

MOTION BY DIRECTOR HICKERSON, SECOND BY DIRECTOR MALIN, to approve waiving reading in full of all resolutions/ordinances. Motion approved on the following roll call vote:

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

4. Closed Session

Pursuant to the following Government Code Sections, the Board of Directors convened in Closed Session from 10:02 to 11:55 am for discussions on:

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

Upon reconvening, President Ashcraft reported that an update was provided to the board members by the negotiators to address the District's parking needs

All members of the Board and all staff present during roll call attended the entire Closed Session. Attorney Stephen J. Fitch also attended during the discussion of item A.

5. Resolutions/Ordinances

a. Ordinance No. 2008-14 – *entitled* a Resolution of the Rancho Santa Fe Fire Protection District Board of Directors to Acquire Certain Real Property by Eminent Domain Proceedings and Directing the District Counsel to Commence an Action in the Superior Court for the Purpose of Acquiring Said Real Property

Attorney Stephen Fitch reported that the resolution being considered is the first step necessary to acquire real property by eminent domain proceedings. He also reported that if adopted by the Board, this item would be scheduled for discussion and/or ratification at the next regular Board meeting to allow the property owner an opportunity to comment on the Board's action.

Chief Pavone reminded the board members (prior to the vote) that the District has worked diligently in the past two years to work with Rancho Santa Fe Association and Rancho Santa Fe School District to seek a solution that would address all parties' interest. He believes that the District has exhausted all options, and he summarized the numerous discussions that he has had with Rancho Santa Fe Association and Rancho Santa Fe School District. The discussions included:

- Since the Board of Directors authorized notifying the tenants, Rancho Santa Fe Association Patrol, to vacate their leased space in December 2006 in order to address the immediate parking needs of the District, there have been two attempts to purchase property in the adjoining area – there is no willing seller.
- Since receiving notification from Rancho Santa Fe School District to cease parking across the street from the HQ station during school hours, the District has negotiated a two-year lease with Santa Fe Irrigation District to lease land for seven parking spaces. The Irrigation District has informed the Fire District that there is no option of purchasing any of their property and there is no desire at this time by SFID to enter into a long-term lease.
- The vacant property owned by Rancho Santa Fe Association is the only private property that is available which causes the least injury and impact to the public.

MOTION BY DIRECTOR HICKERSON, SECOND BY DIRECTOR TANNER, to adopt Resolution No. 2008-14 authorizing the acquisition of real property (APN: 266-182-21) and directing District Counsel to commence action in Superior Court for the purpose of acquiring real property to address the District's immediate need for parking. Motion approved on the following roll call vote:

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

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6. Adjournment

Meeting adjourned at 12:02 pm.

Karlena Rannals
Secretary

James H Ashcraft
President

RANCHO SANTA FE FIRE PROTECTION DISTRICT

List of Demands - December 2008

(check # 18721 - 18863)

Check #	Amount	Vendor	Purpose
18721	\$707.00	Accme Janitorial Service Inc	Admin Monthly Service
18722	\$448.23	AT&T	Telephone
18723	\$120.48	AT&T	Telephone
18724	\$462.54	AT&T/MCI	Telephone
18725	\$218.99	Blend	Outside Printing & Binding
18726	\$11,321.20	Bound Tree Medical LLC	CSA-17 - Supplies
18727	\$40.00	Cal Fire/State Fire Training	Certification
18728	\$187.00	Carey, Dan	School Education Reimbursement
18729	\$1,226.00	Charles Z Fedak & Company	Accounting-Audit Services
18730	\$943.23	Complete Office of California Inc	Office Supplies
18731	\$1,754.25	Corporate Clothiers Inc	Uniform - Administrative/Suppression
18732	\$2,279.00	County of SD/RCS	800 MHz Network Admin Fees
18734	\$360.00	Dependable Alarm Systems Inc	Building Repair/Maintenance
18735	\$550.00	Diehl, Evans & Company LLP	Admin-Local Conf/Seminars
18736	\$1,740.84	Direct Energy Business - Dallas	Elec/Gas/Propane
18738	\$1,129.39	Emergency Equipment Management Inc	Breathing Apparatus
18739	\$148.70	Fire ETC Inc	Apparatus Tool/Equipment Replacement
18741	\$186.00	G S A	Safety Clothing
18742	\$277.73	Galls Retail	Uniform - Safety Personnel
18745	\$43.67	Hunter, Clifford F	Admin-Meal/Lodging/Travel Reimbursement
18746	\$235.00	IAFC Membership Department	Association Dues
18748	\$191.53	Life-Assist Inc	CSA-17 - Supplies
18749	\$1,312.82	N C E V S	Apparatus Scheduled Maintenance/Repair
18750	\$239.00	New Earth Enterprises Inc	Landscaping Maintenance Service
18751	\$29,330.95	Ninyo and Moore Inc	Soil Contamination - Fuel Tank Removal
18752	\$527.00	Nissho of California Inc	Station Maintenance
18753	\$214.80	North County Times	Advertising
18754	\$1,058.85	Olivenhain Municipal Water District	Water
18755	\$399.97	Olson's Hand Car Wash Inc	Car Wash
18756	\$853.75	Rainville, Greg D.	School Education Reimbursement
18757	\$4,658.40	Rose Business Solutions Inc	Consulting Services

RANCHO SANTA FE FIRE PROTECTION DISTRICT

List of Demands - December 2008

(check # 18721 - 18863)

Check #	Amount	Vendor	Purpose
18758	\$187.69	San Diego Gas & Electric	Elec/Gas/Propane
18759	\$413.28	Santa Fe Irrigation District	Water Admin
18761	\$150.00	Sherwood, Bruce E	CSA-17 - Supplies
18762	\$1,877.19	Stephen J Fitch & Associates	Legal Services
18763	\$2,059.00	Stricker and Ball	Legal Services
18764	\$198.50	Terminix International	Building Service Contract
18765	\$5,089.80	The SoCo Group Inc	Gasoline & Diesel Fuel
18766	\$57.00	U P S	Shipping Service
18767	\$1,483.02	Verizon Wireless	MDT Broadband + ATN Line/Cell phones
18768	\$894.36	Waste Management Inc	Trash Disposal
18769	\$545.59	Waxie Sanitary Supply	Janitorial Supplies
18770	\$5,000.00	WinTech Computer Services	Consulting Services
18771	\$114.00	Wood, Tim	Class B License
18773	\$218.00	A to Z Plumbing Inc	Building Repair/Maintenance
18774	\$427.16	AT&T/MCI	Telephone
18776	\$454.66	Bay City Electric Works Inc	Generator Maintenance
18777	\$579.94	Brodings Battery Warehouse Inc	Battery's - Apparatus
18778	\$255.00	CDCE Incorporated	Apparatus - Miscellaneous
18779	\$3,327.44	CDW Government Inc.	Program Upgrade/Software Enhancement
18780	\$367.00	Cnty of SD APCD	Permits - County/City
18781	\$819.73	Competitive Lighting Maintenance Inc	Building Repair/Maintenance
18782	\$1,929.10	Direct Energy Business - Dallas	Elec/Gas/Propane
18783	\$34.48	ECMS	Alterations
18784	\$570.76	Fire ETC Inc	Safety Clothing
18786	\$64.00	Fritchle, Nathan	Class B License
18787	\$78.12	G S A	Apparatus Parts & Supplies
18788	\$846.42	Galls Retail	Uniform - Safety Personnel
18789	\$2,364.09	Guardian Life Insurance Co	Dental Insurance
18790	\$54,239.94	Health Net	Medical Insurance
18791	\$570.53	Home Depot, Inc	Hydrant/Station Maintenance/Paint/Propane
18792	\$150.00	Hunter, Clifford F	On Line Services

RANCHO SANTA FE FIRE PROTECTION DISTRICT

List of Demands - December 2008

(check # 18721 - 18863)

Check #	Amount	Vendor	Purpose
18793	\$3,795.00	Jibran Construction	Building Repair/Maintenance
18794	\$525.00	K & K Coatings	Building Repair/Maintenance
18795	\$271.88	Life-Assist Inc	CSA-17 - Supplies
18796	\$757.43	Metro Fire & Safety Inc	Extinguishers
18797	\$60.00	Myers-Stevens & Toohey Co Inc.	Disability/Life Insurance
18798	\$19,114.90	Ninyo and Moore Inc	Soil Contamination - Fuel Tank Removal
18799	\$148,114.46	PERS	PERS (Employer Paid)
18800	\$577.54	Physio-Control Corp. Inc.	CSA-17 - Supplies
18801	\$557.50	Prime Business Systems Inc	Telephone Repair
18802	\$2,393.40	Providea Inc	Videoconferencing Service Agreement
18803	\$376.00	Rannals, Karlana	Parking/Toll Fee/Internet
18804	\$2,495.00	RSF Community Services Distric	Sewer
18805	\$25.00	RSFPFA	Firefighters Assn.
18806	\$4,502.50	San Diego Gas & Electric	Elec/Gas/Propane
18807	\$700.00	Santa Fe Irrigation District	Vehicle Site Rental
18809	\$236.96	Shore, Stuart W.	Meetings/Meal Expenses
18810	\$287.65	State Fire Training	Books - Training
18812	\$55.26	The Exit Light Co Inc	Station Maintenance
18813	\$97.46	The Lighthouse Inc.	Station Maintenance
18814	\$416.84	The Lincoln National Life Ins Co	Disability/Life Insurance
18815	\$19.00	U P S	Shipping Service
18816	\$8,533.57	U S Bank Corporate Payment System	Cal-Card./IMPAC program
18817	\$505.46	Uniform Specialists Inc	Uniform - Safety Personnel
18818	\$1,268.98	Waxie Sanitary Supply	Janitorial Supplies
18819	\$113.78	Allstar Fresh Water Systems Inc	Building - Repair
18820	\$41.65	AT&T	Telephone
18821	\$908.17	AT&T/MCI	Telephone
18822	\$1,488.75	Bay City Electric Works Inc	Generator Maintenance
18824	\$734.00	Cnty of SD APCD	Permits - County/City
18825	\$310.40	Cnty of SD Dept.of Public Work	Permits - County/City
18826	\$612.46	Encinitas Ford Inc.	Vehicle Repair

RANCHO SANTA FE FIRE PROTECTION DISTRICT

List of Demands - December 2008

(check # 18721 - 18863)

Check #	Amount	Vendor	Purpose
18827	\$105.60	Fire ETC Inc	Apparatus Tool/Equipment Replacement
18828	\$751.78	Health Net	Medical Insurance
18829	\$2,000.00	James W Waldorf Inc	Admin Bldg Remodel/Addition
18831	\$1,895.14	N C E V S	Apparatus Repair
18832	\$239.00	New Earth Enterprises Inc	Landscaping Maintenance Service
18833	\$114.00	North County Times	Advertising
18834	\$150.00	Rose Business Solutions Inc	Consulting Services
18835	\$25.00	RSFPFA	Firefighters Assn.
18836	\$360.00	SDCFC-FPO	Prevention-Regional
18838	\$2,678.00	Teleque on Fire	Admin Bldg Remodel/Addition
18839	\$80.00	Terminix International	Building Service Contract
18840	\$1,378.52	The SoCo Group Inc	Gasoline & Diesel Fuel
18841	\$20.14	U P S	Shipping Service
18842	\$600.00	Vanguard Fire Protection Inc	Permits - County/City
18843	\$895.00	Vinyard Doors Inc	Building Repair/Maintenance
18844	\$1,300.00	Chicago Title Co	FBR #3 Replacement
18845	\$314.38	AT&T	Telephone
18846	\$100.46	AT&T	Telephone
18847	\$284.94	AT&T/MCI	Telephone
18849	\$1,965.73	Corporate Clothiers Inc	Uniform - Safety Personnel
18850	\$40.00	Elliott, Troy D.	Class B License
18851	\$962.58	Galls Retail	Uniform - Safety Personnel
18852	\$22.91	Metro Fire & Safety Inc	Extinguishers
18853	\$665.12	N C E V S	Apparatus Repair
18854	\$1,174.91	Parkhouse Tire, Inc.	Tires & Tubes
18855	\$1,027.02	Premier Signs LLC	CERT Program
18856	\$49.00	Terminix International	Building Service Contract
18857	\$1,087.75	The SoCo Group Inc	Gasoline & Diesel Fuel
18858	\$109.56	U P S	Shipping Service
18859	\$9,250.00	U S Bank Corporate Payment System	Cal-Card./IMPAC program
18860	\$1,525.35	Verizon Wireless	MDT Broadband + ATN Line/Cell phones

RANCHO SANTA FE FIRE PROTECTION DISTRICT

List of Demands - December 2008

(check # 18721 - 18863)

Check #	Amount	Vendor	Purpose
18861	\$667.95	Waxie Sanitary Supply	Janitorial Supplies
18862	\$117.92	Willis, Erwin L.	Cabling
	<u>\$16,285.15</u>	Various Vendors	Medical Reimbursement
Sub-total	\$396,671.03		
12/15/2008	\$267,867.97	Rancho Santa Fe FPD	Payroll
12/16/2008	\$2,434.80	Rancho Santa Fe FPD	Payroll (Special)
12/31/2008	<u>\$187,282.21</u>	Rancho Santa Fe FPD	Payroll
Sub-total	\$457,584.98		
Grand total	\$854,256.01		

Travel Expense Report - Board of Directors Report

Name Nicholas G Pavone
Position Fire Chief
Period 12-3-08 to 12-5-08
Per Mile Reimbursement 0.585
Total Paid \$871.77

Board Meeting 1/14/2009
Submitted by Nicholas G Pavone
Reviewed by

Date	Description of Expense	Airfare	Lodging	Ground Transportation (Gas, Rental Car, Taxi)	Meals & Tips	Conferences and Seminars	Miles (Personal Car Only)	Mileage Reimbursement	Miscellaneous	Currency Exchange Rate	Expense Currency	U.S. \$
12/3/2008	Registration - League of Cities Conference.					\$440.00	0	\$0.00		1	USD	\$440.00
12/5/2008	Lodging - Fairfield Marriott		\$389.20					\$0.00		1		\$389.20
12/3/2008	Disney Coffee House				\$11.59			\$0.00		1		\$11.59
12/3/2008	ESPN Zone Restaurant				\$18.34			\$0.00		1		\$18.34
12/4/2008	IHOP Restaurant				\$12.64			\$0.00		1		\$12.64
								\$0.00		1		\$0.00
								\$0.00		1		\$0.00
								\$0.00		1		\$0.00
								\$0.00		1		\$0.00
								\$0.00		1		\$0.00
								\$0.00		1		\$0.00
Total Mileage Reimbursement:								\$0.00	Total Paid:			\$871.77



1460 South Harbor Boulevard
 Anaheim, CA 92802
 (714) 772 - 6777
 (714) 533 - 1873 FAX

GUEST FOLIO

208 PAVONE/NICHOLAS 169.00 12/05/08 07:27 17992
 ROOM NAME RATE DEPART TIME ACCT#
 NSKG 12/03/08 09:03
 TYPE ARRIVE TIME
 17 1335 DEERBROOK DR
 ROOM VSXXXXXXXXXXXX6040
 CLERK SAN MARCOS CA 92069 PAYMENT MR#: XXXXX6977
 ADDRESS

DATE	REFERENCE	CHARGES	CREDITS	BALANCE DUE
12/03	ROOM	208, 1	169.00	
12/03	ROOM TAX	208, 1	25.35	
12/03	COMRCE F	208, 1	.22	
12/03	CA TAX	208, 1	.03	
12/04	ROOM	208, 1	169.00	
12/04	ROOM TAX	208, 1	25.35	
12/04	COMRCE F	208, 1	.22	
12/04	CA TAX	208, 1	.03	
12/05	CCARD-VS		389.20	
	PAYMENT RECEIVED BY: VISA		XXXXXXXXXXXX6040	

.00

GET ALL YOUR HOTEL BILLS BY EMAIL BY UPDATING YOUR MARRIOTT REWARDS PREFERENCES. OR, ASK THE FRONT DESK TO EMAIL YOUR BILL FOR THIS STAY. SEE "INTERNET PRIVACY STATEMENT" ON MARRIOTT.COM

Gifts for them, Points for you! Earn Marriott Rewards points on all Marriott GiftCard purchases November 1 - December 31st. Visit gifts.marriott.com or call 1-800-813-GIFT. Give the Gift of Marriott this holiday.

Marriott Rewards Account # XXXXX6977
 Date 12/03/08-12/05/08 Est. Eligible Revenue \$338.00
 Est. base Points Earned: 3380
 For account activity: 801-468-4000 or www.Marriott.com



1460 South Harbor Boulevard
 Anaheim, CA 92802
 (714) 772 - 6777
 (714) 533 - 1873 FAX

This statement is your only receipt. You have agreed to pay in cash or by approved personal check or to authorize us to charge your credit card for all amounts charged to you. The amount shown in the credits column opposite any credit card entry in the reference column above will be charged to the credit card number set forth above. (The credit card company will bill in the usual manner.) If for any reason the credit card company does not make payment on this account, you will owe us such amount. If you are direct billed, in the event payment is not made within 25 days after check-out, you will owe us interest from the check-out date on any unpaid amount at the rate of 1.5% per month (ANNUAL RATE 18%), or the maximum allowed by law, plus the reasonable cost of collection, including attorney fees.

Signature X _____

LEAGUE OF CALIFORNIA
 1400 K ST
 SACRAMENTO, CA 95814-3916
 916-658-8280

Merchant ID: 89006520521
 Term ID: 0075429000000520521001

Sale

*****6040
 VISA Entry Method: Swiped
 Amount: \$ 440.00
 Tax: \$ 0.00
 Total: \$ 440.00
 12/03/08 09:53:33
 Inv #: 000002 Appr Code: 093171
 Apprvt: Online
 Customer Copy
 THANK YOU!



Coffee House
 Store Number 307
 Disneyland Resort
 Anaheim, California

CASH MEMBER: Linda 90005953
 CHECK NUMBER: 2-81

12-OZ COFFEE	2.49
16-OZ MOCHA	3.99
NO WHIP CRM	
DIET COKE 20 OZ	2.69
FRUIT BANANA	1.59
SUBTOTAL	10.76
TAX	0.83
AMOUNT DUE	11.59

VF VISA
 ACCOUNT NUMBER XXXXXXXXXXXX6040
 AUTH: 044128 REF: 143323017178
 CHANGE 0.00

Thank you for visiting us today!
 Have a Magical day at
 the Disneyland Resort.

12/3/2008 09:58 0307 002 0081 Linda 900

ESPN ZONE
(714) 300-3776
WWW.ESPNZONE.COM

CHECK: 1729
TABLE: 37/3
SERVER: 570 Morgan G
DATE: DEC03'08 1:01PM
CARD TYPE: Visa
ACCT #: XXXXXXXXXXXXX6347
EXP DATE: XX/XX
AUTH CODE: 035043
RESEARCH: 000000000000
JAMES F STURTEVANT

SUBTOTAL: 47.37

TIP: 7.00
TOTAL: 54.37
SIGNATURE: _____

I AGREE TO PAY TOTAL AMOUNT
ACCORDING TO CARD ISSUER
AGREEMENT

ESPN ZONE
(714) 300-3776
WWW.ESPNZONE.COM
570 Morgan G

37/3 1729
DEC03'08 12:16PM

Dine-In

1 GLDN BLK TEA 2.99
1 APPLE SAL 10.99
1 \$ GRILLD CHX 4.00
1 BBQ CHIX PIZZA 11.99
1 BUFF CHIX SAND 13.99
Subtotal 43.96
Tax 3.41
Amt Due \$47.37

AT ESPN ZONE,
OUR GUESTS ARE IMPORTANT
WE WOULD LIKE TO HEAR FROM YOU
PLEASE EMAIL YOUR COMMENTS TO
COMMENTS@ESPNZONE.COM

IHOP #0933
1560 S. Harbor Blvd
Anaheim, CA 92802
(714) 635-0933

210 ANGEL G

Tbl 5/1 Chk 4005 Gst 2
Dec04'08 10:18PM

2 BLUE STRU REG @ 8.99 17.98
1 COFFEE 2.49
1 SODA 2.99

Subtotal 23.46
Tax 1.82
10:55PM Total 25.28

THANKS FOR COMING IN

SEE YOU SOON !!!

PLEASE PAY CASHIER !!!

0000000040051

IHOP #0933
1560 S. Harbor Blvd
Anaheim, CA 92802
(714) 635-0933

Date: Dec04'08 11:04PM
Card Type: Visa/M.C.
Acct #: XXXXXXXXXXXX6347
Trans Key: FIF000084723337
Exp Date: XX/XX
Auth Code: 057429
Check: 4005
Table: 5/1
Server: 210 ANGEL G

Subtotal: 25.28

Tip: 4.00

Total: 29.28

Signature
I agree to pay above total
according to my card agreement.
*****DIRECT *****

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

PLAN REVIEW

RESIDENTIAL PLAN REVIEWS	Number of Structures	Sq Footage
Fire Marshal	5	5,959
Fire Inspector	1	0
Urban Forester	0	0
TOTAL	6	5,959

RESIDENTIAL ADDITIONS	Original Sq Footage	Added Sq Footage
Fire Marshal	60,493	14,829
Fire Inspector	0	0
Urban Forester	0	0
TOTAL	60,493	14,829

COMMERCIAL PLAN REVIEWS	Number of Structures	Sq Footage
Fire Marshal	2	6,440
Fire Inspector	1	
TOTAL	3	6,440

TOTAL NEW CONSTRUCTION		Sq Footage
Based on permitted Sq footage	Total Added	27,228

FIRE SPRINKLER REVIEWS	Commercial	Residential
Fire Marshal	0	0
Fire Inspector	4	6
TOTAL	4	6

TENANT IMPROVEMENTS	Number of Structures	Sq Footage
Fire Marshal	0	0
Fire Inspector	0	0
TOTAL	0	0

LANDSCAPE REVIEWS	Number of Reviews	Staff Hours
Urban Forester	20	20.5
TOTAL	20	20.5

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

SERVICES PERFORMED

DPLU - Fire Marshal	Number	Staff Hours
Project Availability Forms	3	3.0
Use Permits	6	6.0
Zaps	0	0.0
Administrative Review	0	0.0
Habit Plans	0	0.0
Approval Letters	0	0.0
TOTAL	9	9.0

INSPECTION SERVICES- All Staff	Number of Inspections	Staff Hours
Undergrounds	5	4.0
Hydros	55	38.5
Finals	27	23.0
Landscape	8	5.0
Reinspections	8	6.0
Code Enforcement	10	12.0
Misc.	0	0.0
TOTAL	113	88.5

HAZARD INSPECTIONS - All Staff	Number of Inspections	Staff Hours
Top 10 Hazards (# of Parcels Notified)	0	0.0
#10. Mt. Israel/Lake Hodges	0	0.0
#9. Hacienda Santa Fe	0	0.0
#8. San Dieguito River/Zumaque Area	0	0.0
#7. Via del Alba	0	0.0
#6. La Glorieta	0	0.0
#5. La Madreselva	0	0.0
#4. Escondido Creek	0	0.0
#3. El Camino Real	0	0.0
#2. Sun Valley Road	0	0.0
#1. Roadway Vegetation/Canopies	0	0.0
Weed Abatement Inspection	20	10.0
Weed Abatement Reinspection	11	2.8
1st Notice	15	3.8
2nd Notice	10	2.5
Final Notice	2	0.5
Forced Abatement	0	0.0
Homeowner Meeting	10	10.0
TOTAL	68	29.5

Top 10 Hazards notified this month	0/1243	
Top 10 Hazards notified YTD	221/1243	
Shelter-In-Place Communities (5)	5/5	

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

SERVICES PERFORMED

GRADING - Fire Marshal	Number of Inspections	Staff Hours
Plan Review	9	9.0
Site Inspection	2	2.0
TOTAL	11	11.0

SPECIAL PROJECTS - All Staff	Number of Inspections	Staff Hours
GIS Mapping	1	
Fuels Mitigation	0	
Special Projects/Other	0	
Continuing Education (Staff Hours)		
TOTAL	1	0.0

FIRE PREVENTION - All Staff	Number	Staff Hours
Incoming Phone Calls	353	50.0
Consultations	7	7.5
General Office		
TOTAL	360	57.5

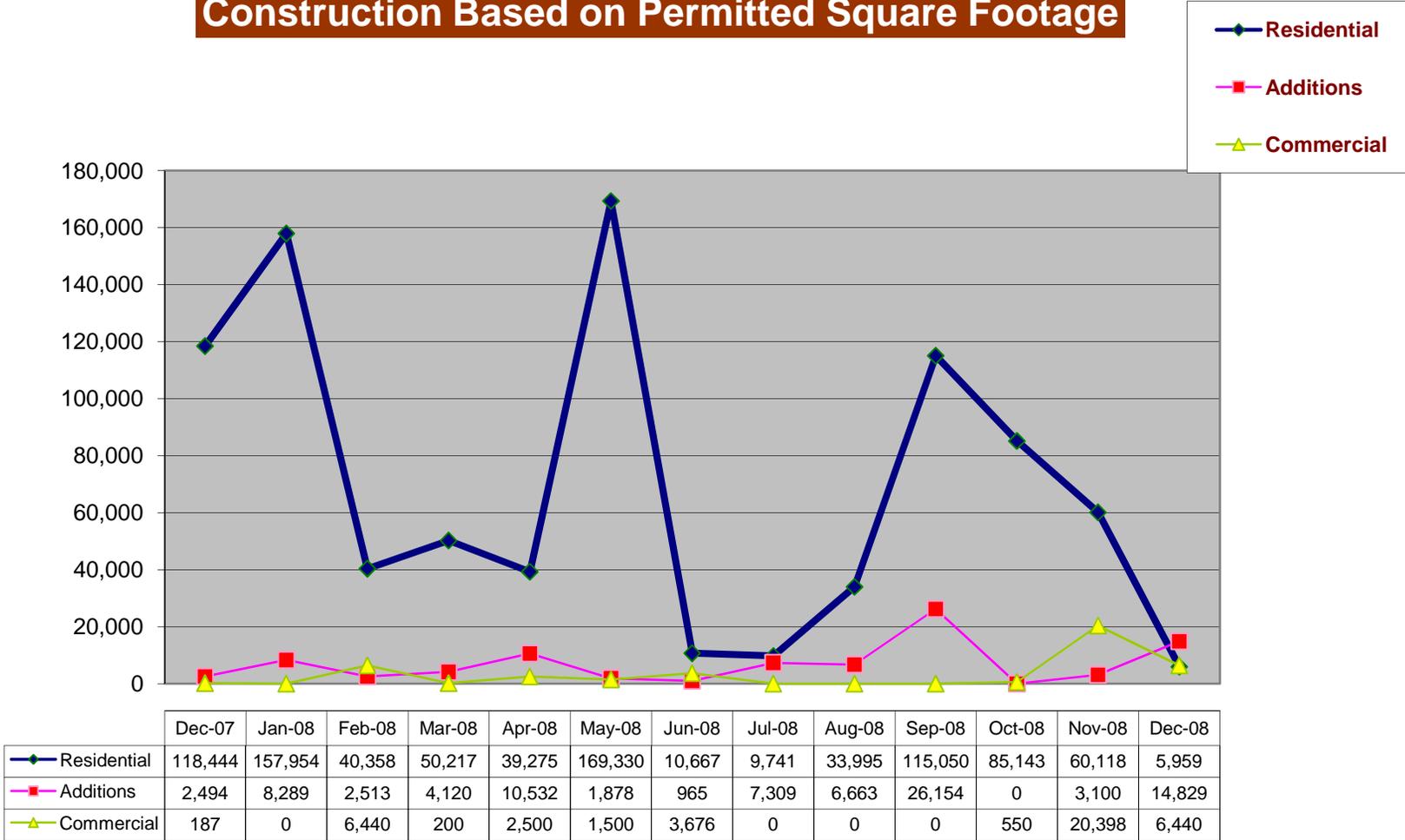
PUBLIC EDUCATION - PRC	Number	Staff Hours
Web Master (Website hits and hours worked)	0	4.0
Graphic Design		10.0
Communication & Relations		4.0
Number of Releases	2.0	
Education: Design and Prepare		4.5
Education: Presentations	11.0	11.0
Number Reached: Children		
Number Reached: Adults		
In Service Staff Training		
Child Safety Seat Installations		
Clerical		51.0
Continuing Education		19.0
Special Projects		0.0
TOTAL	13.0	103.5

Office Support Coordinator-Prevention	Number	Staff Hours
Phone Calls (All Administrative Staff)	522	26.1
Walk in/Counter (All Administrative Staff)	154	7.7
Knox Application Request	3	0.3
UPS Outgoing Shipments	5	0.4
Plan Accepted/Routed	64	10.7
Training Classes:		
Outside Meetings		
TOTAL		45.1

Rancho Santa Fe Fire Protection District Fire Prevention Bureau

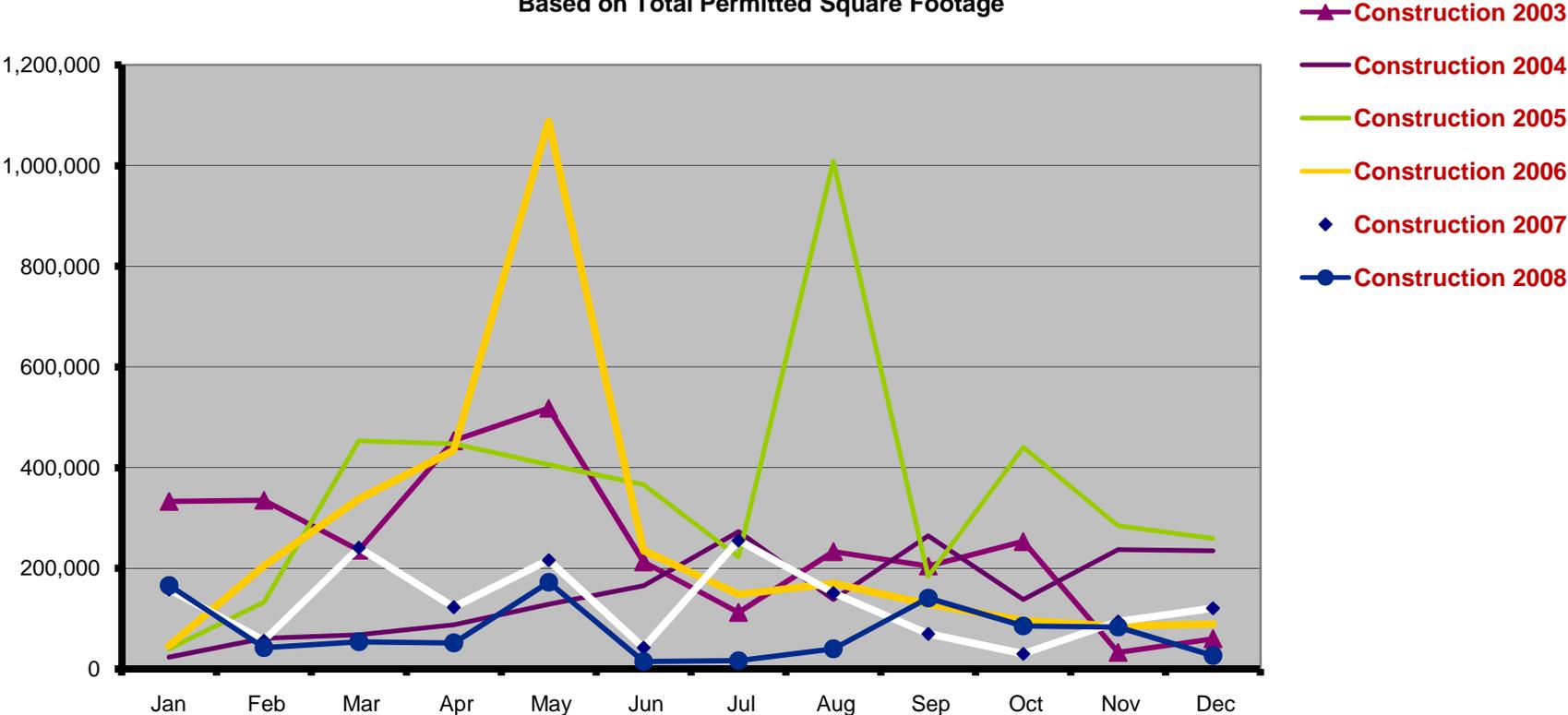
December 2008

Construction Based on Permitted Square Footage



Rancho Santa Fe Fire Protection District Fire Prevention Bureau

Construction Trends 2003 thru 2008
Based on Total Permitted Square Footage

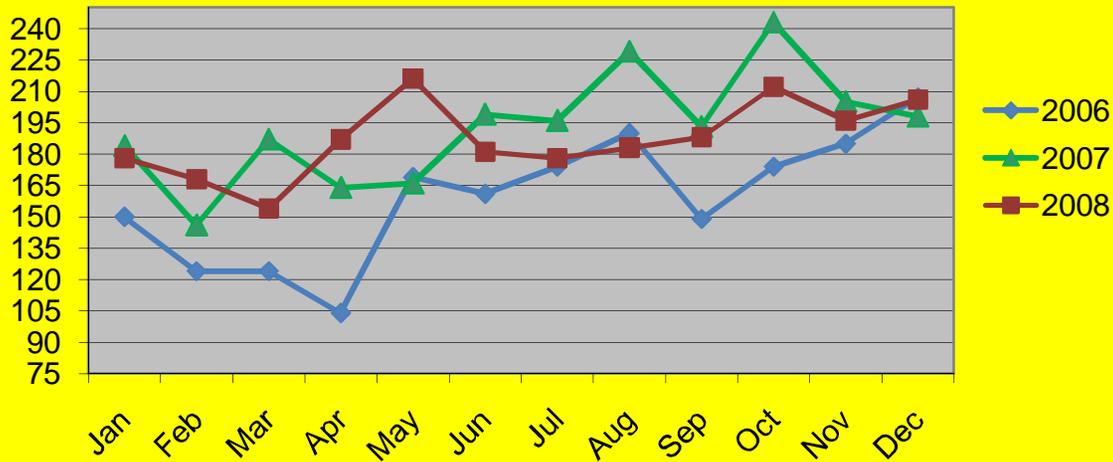


2003	Jan-03	Feb-03	Mar-03	Apr-03	May-03	Jun-03	Jul-03	Aug-03	Sep-03	Oct-03	Nov-03	Dec-03
	333,048	335,439	236,205	453,789	518,253	213,183	112,611	233,561	204,699	253,526	33,105	60,130
2004	Jan-04	Feb-04	Mar-04	Apr-04	May-04	Jun-04	Jul-04	Aug-04	Sep-04	Oct-04	Nov-04	Dec-04
	23,737	61,058	68,214	87,768	128,876	165,585	273,075	138,232	264,835	137,914	237,348	235,335
2005	Jan-05	Feb-05	Mar-05	Apr-05	May-05	Jun-05	Jul-05	Aug-05	Sep-05	Oct-05	Nov-05	Dec-05
	39,985	132,738	452,849	447,022	405,857	366,244	222,683	1,008,098	183,972	440,457	284,495	259,612
2006	Jan-06	Feb-06	Mar-06	Apr-06	May-06	Jun-06	Jul-06	Aug-06	Sep-06	Oct-06	Nov-06	Dec-06
	46,126	205,163	337,951	434,515	1,088,179	235,495	148,424	170,111	128,957	96,576	85,093	89,508
2007	Jan-07	Feb-07	Mar-07	Apr-07	May-07	Jun-07	Jul-07	Aug-07	Sep-07	Oct-07	Nov-07	Dec-07
	158,437	56,423	241,123	122,953	216,739	42,555	255,724	151,428	70,034	30,360	94,413	121,125
2008	Jan-08	Feb-08	Mar-08	Apr-08	May-08	Jun-08	Jul-08	Aug-08	Sep-08	Oct-08	Nov-08	Dec-08
	166,243	42,871	54,537	52,307	172,708	15,308	17,050	40,658	141,204	85,693	83,616	27,228

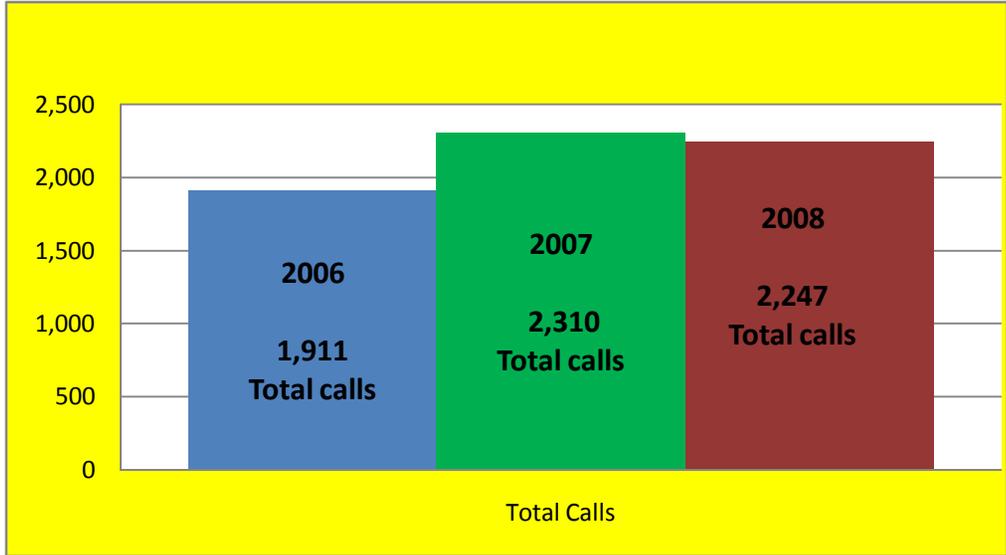
Rancho Santa Fe Fire Protection District Incident Response Report

January 2009 Board Report

Three Year Monthly Response Comparison



2006	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total Responses
Responses	150	124	124	104	169	161	174	190	149	174	185	207	1,911
YTD	150	274	398	502	671	832	1,006	1,196	1,345	1,519	1,704	1,911	18% increase
2007	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total Responses
Responses	184	146	187	164	166	199	196	229	193	243	205	198	2,310
YTD	184	330	517	681	847	1,046	1,242	1,471	1,664	1,907	2,112	2,310	21% increase
2008	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD Responses
Responses	178	168	154	187	216	181	178	183	188	212	196	206	2,247
YTD	178	346	500	687	903	1,084	1,262	1,445	1,633	1,845	2,041	2,247	
% / last year													2.7% decrease



Incident Summary by Incident Type

Date Range: From 12/01/2008 To 12/31/2008

Incident Type(s) Selected: All

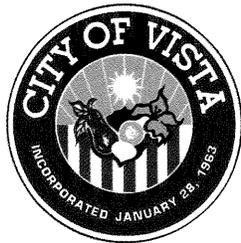
Incident Type	Incident Count	Used in Ave. Resp.	Average Response Time hh: mm:ss	Total Loss	Total Value
Fire	5	5	00:05:50	\$25,000.00	\$40,000.00
Rupture/Explosion	1	1	00:06:00	\$0.00	\$0.00
EMS/Rescue	88	88	00:05:28	\$0.00	\$0.00
Hazardous Condition	8	5	00:06:01	\$0.00	\$0.00
Service Call	24	8	00:06:35	\$0.00	\$0.00
Good Intent	52	4	00:08:23	\$0.00	\$0.00
False Call	28	26	00:06:21	\$0.00	\$0.00
Blank or Invalid	10	0		\$0.00	\$0.00
Totals	216	137		\$25,000.00	\$40,000.00

Note: The incident count used in averages does not include the following:
Not Completed incidents, Mutual Aid Given, Other Aid Given, Cancelled in Route, Not Priority, Fill-In Standby, No Arrival and Invalid Dates/Times.

December 2008

December 2008							January 2009						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6					1	2	3
7	8	9	10	11	12	13	4	5	6	7	8	9	10
14	15	16	17	18	19	20	11	12	13	14	15	16	17
21	22	23	24	25	26	27	18	19	20	21	22	23	24
28	29	30	31				25	26	27	28	29	30	31

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Nov 30 - Dec 6	Nov 30	Dec 1 Confined Space Drill;	2 Confined Space Drill; 9:00am CSA 17 Chief; 9:00am SDFD Tower;	3 Confined Space Drill; 9:00am Visit with crev 10:00am Visit with crev 3:00pm Visit with crev	4 Fire Prevention Inspec 10:00am Visit with crev 11:00am Visit with crev 1:00pm Visit with crev	5 Fire Prevention Inspec 11:00am Visit with crev	6
	7	8 Fire Prevention Inspec 8:30am RIC Training; 10:00am Visit with crev 11:00am Visit with crev	9 SDSME & Scripps EM!	10 SDSME & Scripps EM!	11 SDSME & Scripps EM!	12 Fire Prevention Inspec 8:30am Weapons of F	13
Dec 7 - 13	14	15 9:00am Hose Lays ; T1	16 9:30am Shift Meeting 2:00pm Admin Staff M	17 8:30am RIC Training; 1:30pm RIC Training;	18 8:30am RIC Training; 1:30pm RIC Training;	19 9:00am Hose Lays ; T1	20
	21	22 Fire Prevention Inspec	23 9:00am Shift Meeting	24 8:30am Captains Mee	25	26	27
Dec 14 - 20	28	29 9:00am Hose Lays ; T1	30 9:00am Shift Meeting	31	Jan 1, 09	2	3
	Dec 28 - Jan 3						



City of Vista

December 11, 2008

Deputy Chief Tony Michel
Rancho Santa Fe Fire
Protection District
Post Office Box 410
Rancho Santa Fe, CA 92067

SUBJECT: FIRE BATTALION CHIEF – ORAL BOARD

Dear Chief Michel:

Thank you for assisting the City of Vista in the selection procedure for the position of Fire Battalion Chief. Your expertise was very helpful in evaluating candidates for this position. We appreciate your taking time from your busy schedule to help us.

Again, thanks for your help.

Sincerely,

Daniel Alvarado
Senior Human Resources Analyst

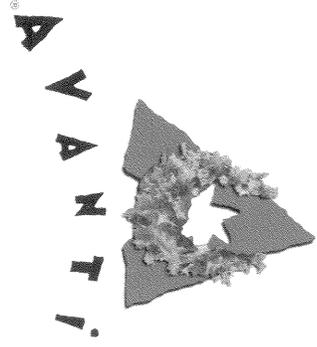
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c: Recruitment File

Enclosed for you are:

1. A copy of the oral board report for the position of Fire Battalion Chief.
2. A copy of the oral board report for the position of Fire Battalion Chief.
3. A copy of the oral board report for the position of Fire Battalion Chief.

Thank you for your assistance.



I SEN 187862962-X
9 17818781629623

5 0 2 2 5

LITHO USA 225 / CANADA 350
17418 SCD
0 11261511741812

2008.

RSFFD,

I CAN'T THANK YOU ENOUGH
FOR ALL THAT YOU BOYS DO.
YOU TRULY ARE ANGELS
AMONGST MEN. MAY YOU
AND YOUR FAMILIES HAVE
THE HAPPIEST HOLIDAYS.

Pugs and kisses!
Merry Christmas

MR. D. SATHERLY &
MR. C. DANNER -

THANK YOU BOTH AGAIN FOR
CATCHING ME TRYING TO BREAK
INTO MY OWN CAR AND
COMING TO MY RESCUE - I
OWE YOU EACH A BEER!

of

LACEY GROVE
© HELEN WOODWARD ANIMAL CENTER

EMAIL CORRESPONDENCE

From: Roger Pyes [mailto:rpyes@horizon.org]
Sent: Tuesday, January 06, 2009 11:05 AM
To: Clifford F. Hunter
Subject: Thank You

Dear Cliff,

Just wanted to touch base with you now that we are back to regular work schedules again at Horizon.

The Living Nativity was the best ever this year and we had more people come through than ever before. We took care of all the things that you asked us to do, and encountered no problems through the four nights. Several of the guys from the fire station across the street even came by and went on the guided tour. It was great to have them there.

We did a lot of set-up in rain the week prior, and did a lot of the clean-up in the rain, but we had perfect weather for the four nights.

Thanks for your help once again to make the Living Nativity as safe as possible.

Best wishes for a great 2009!

God bless-

Roger Pyes

*Assistant Pastor
Horizon Christian Fellowship
P.O. Box 9070
Rancho Santa Fe, CA 92067
858-756-5599 ext. 5919
rpyes@horizon.org
www.horizon.org*

RESOLUTION NO. 2008-14

A RESOLUTION OF NECESSITY BY THE BOARD OF DIRECTORS OF THE RANCHO SANTA FE FIRE PROTECTION DISTRICT, TO ACQUIRE CERTAIN REAL PROPERTY BY EMINENT DOMAIN PROCEEDINGS AND DIRECTING THE DISTRICT COUNSEL TO COMMENCE AN ACTION IN THE SUPERIOR COURT FOR THE PURPOSE OF ACQUIRING SAID REAL PROPERTY

(HEARING DATE: December 29, 2008)

BE IT RESOLVED by the Board of Directors of the RANCHO SANTA FE FIRE PROTECTION DISTRICT, as follows:

SECTION 1. The Board of Directors of the RANCHO SANTA FE FIRE PROTECTION DISTRICT, after Notice and Hearing pursuant to Code of Civil Procedure, Section 1245.235 finds and determines and hereby declares that:

- A. The public interest and necessity require the proposed project, namely, Administration Building expansion and parking.
- B. The proposed project is planned or located in the manner that will be most compatible with the greatest public good and least private injury.
- C. The property sought to be acquired by this Resolution and which is described and depicted in Exhibit "A," attached and incorporated by this reference, is necessary for the proposed project.

SECTION 2. That the proposed uses of the property described above are public uses and are authorized by law; that the acquisition and taking of the real property described in Exhibit "A" is necessary to such public use and it is necessary that such real property is so acquired and taken.

SECTION 3. That the property described in Exhibit "A" is being taken for Public Improvement Project pursuant to the following sections of law:

- A. Article I, Section XIX, of the California Constitution;
- B. Code of Civil Procedure Section 1240.010, and 1240.120;
- C. Health and Safety Code Section 13861(c).

SECTION 4. That an offer of just compensation as required by Government Code Section 7267.2 has not been made to the owner of owners of record.

SECTION 5. That the District Counsel of the RANCHO SANTA FE FIRE PROTECTION DISTRICT, is hereby authorized and directed to institute eminent domain proceedings in the Superior Court of the State of California for the County of San Diego, in the name and on behalf of the RANCHO SANTA FE FIRE PROTECTION DISTRICT, against all owners and claimants of the property described in Exhibit "A" for the purposes of acquiring fee simple title to such property for public use. This eminent domain proceeding shall be prosecuted in accordance with applicable provisions of law.

SECTION 6. That portions of the said real property sought to be acquired are appropriated to public use, and that the proposed use will not unreasonably interfere with or impair the continuance of the public use as it then exists or may reasonably be expected to exist in the future. That pursuant to Code of Civil Procedure section 1240.510; RANCHO SANTA FE FIRE PROTECTION DISTRICT is authorized to acquire said real property by eminent domain.

PASSED, ADOPTED AND APPROVED by the Board of Directors of the RANCHO SANTA FE FIRE PROTECTION DISTRICT at a special meeting thereof this 29th day of December, 2008 by the following vote to wit:

AYES: Ashcraft, Hickerson, Hillgren, Malin, Tanner

NOES: None

ABSENT: None

Original signature on file

JAMES H ASHCRAFT

President

ATTEST:

Original signature on file

Karlana Rannals

Secretary

EXHIBIT "A"

LOT 24 IN THE RESUBDIVISION OF BLOCKS 25 AND 26, AND PORTIONS OF BLOCKS 19, 20, 32, AND 33, OF RANCHO SANTA FE, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 2129, FILED IN THE OFFICE OF THE COUNTY RECORDER, SAN DIEGO COUNTY, ON SEPTEMBER 12, 1928, TOGETHER WITH THOSE CERTAIN ADJOINING PORTIONS OF PUBLIC ROADS ADJACENT TO THE HEREIN ABOVE DESCRIBED PROPERTY TO THE CENTER LINE OF SAID PUBLIC ROADS

APN: 266-182-21

STAFF REPORT

NO. 09-01

TO: BOARD OF DIRECTORS
FROM: NICHOLAS PAVONE, FIRE CHIEF
SUBJECT: GEOTECHNICAL AND ENGINEERING SERVICES CONTRACTS
DATE: JANUARY 7, 2009



BACKGROUND

In November 2008, the Board approved contracts for both geotechnical and engineering services for the Fairbanks Ranch fire station project. The geotechnical contract with Geocon was for the site investigation and soil testing. The Engineering Services contract was with Shapouri and Associates and it included the civil engineering component of the fire station project. These contracts were removed from the architectural services contract as sub consultants at the suggestion of legal counsel.

CURRENT SITUATION

Attached you will find two additional engineering and geotechnical services contracts. The contracts are for two additional components of the Fairbanks Ranch fire station project.

The Engineering Services contract with Shapouri and Associates is for the temporary interim fire station that will be located behind the Horizon Christian Church. The contract includes those services necessary for site development and permitting with the County of San Diego. The contract amount of \$73,000, and time and material to County of San Diego permit process.

The geotechnical services contract with Geocon is a change order from the original contract already approved by the Board. This scope of services includes the testing and observation services during the grading and construction phase of the project. The change order amount of \$22,930, is "a not to exceed amount" based on the estimated construction schedule.

RECOMMENDATION

Both of the contracts are an essential component of the Fairbanks Ranch fire station project. Staff has reviewed the scope of the contracts, and the terms and conditions are the same as the previously signed contracts for the consultants. Staff recommends that the Board authorize the Board President to sign the contracts with each consultant.

S H A P O U R I & A S S O C I A T E S

PROJECT MANAGEMENT SERVICES

ENGINEERING • INFORMATION SYSTEMS • PLANNING



January 8, 2009

Mr. Nicholas Pavone, Fire Chief
Rancho Santa Fe Fire Protection District
P.O. Box 410
16936 El Fuego
Rancho Santa Fe, CA 92067

Fairbank Ranch Interim Fire Station Project: Proposal for Consulting Services

Dear Chief Pavone:

Thank you for considering our firm to assist you with the above mentioned Project. Pursuant to our meetings, and telephone discussions, this proposal is being submitted for your review and consideration. It is our understanding that the Rancho Santa Fe Fire Protection District (RSFFPD) would like to establish an Interim Fire Station facility on the Horizon Church property to serve the community during the period of demolition and re-construction of the current Fire Station No. 3.

This project will require a number of approvals from the County of San Diego, including a Specific Plan Amendments (El Apajo Specific Plans), Site Plan, Grading Plan, Drainage Study, and Stormwater Management Plan. There is also a possibility that the County may require a Conditional Letter of Map Revision (CLOMR) to address the placement of fill within the 100-year floodplain of San Dieguito River. We will attempt to avoid this requirement; however the final determination will be made by County of San Diego Department of Public Works, Flood Control Division. This proposal assumes that a CLOMR and subsequent Letter of Map Revision (LOMR) will not be required.

Proposed Scope of Work

Task I: Planning

1. Inventory Collect existing topographical survey for the project site, obtain hydrological and geotechnical information. Identify and map the existing utilities including sewer, water, and electrical service. Research access easements and relevant title and property information relative to the proposed project.
2. Site Plan Based on Client's input; develop the required Site Plan application package to be processed for the Interim Fire Station facility.

16089 San Dieguito Road, Suite H-102, P.O. Box 676221, Rancho Santa Fe, California 92067
Phone: (858) 756-8340 Fax: (858) 756-8344

www.shapouri.com

3. Specific Plan Amendment Prepared the necessary applications to amend the existing El Apajo Specific Plan including text and map. We will utilize the existing Specific Plan Application that is currently being processed for the Fairbanks Ranch Fire Station project.
4. Visual Study Develop a visual simulation of the Interim Station as part of the anticipated project environmental documentation. This study is intended to assist with public presentation and not a CEQA Visual Study.
5. Presentation at various hearing bodies Present the proposed project to all interested parties, including surrounding neighbors, County staff, and San Dieguito Planning Group.

Task II: Civil Engineering

1. Preliminary Engineering Concurrent with the development of the Site Plan, coordinate closely with the Client and property owner to develop preliminary engineering concepts to grade the site, provide adequate drainage facilities, and address access and utility issues.
2. Grading Plan Coordinate with the Soil Consultant to detail the preliminary grading for the proposed Site Plan by preparing the required application package for an "L" Grading Permit. Develop cut and fill quantities, identify soil import source, haul routes for importing the material, engineer's cost estimate, Erosion Control Plans, and Regional Water Quality Board Notice of Intent.
3. Drainage Study Conduct a comprehensive Drainage Study for the proposed project, specifically addressing the existing 100-year floodplain drainage impacting the site. Prepare a Preliminary Drainage Report for submittal to the County of San Diego, Department of public works.

Task III: County Processing

Upon completion of all submittal package materials (including environmental Initial Study as required by CEQA), coordinate the application with various departments of San Diego County to process the proposed project and obtain approval of the Site Plan, Grading Permit, and environmental clearance. This process will include response to staff requests for additional information, plan check re-submittal cycles, review, and discussion of conditions of approval.

Consulting Fee

To provide project planning and Engineering services for accomplishing the proposed scope of work the following fee proposal is provided:

Task I	\$27,500
Task II	\$45,500
Task III	Time and Material

The consulting fee will be invoiced on a monthly basis and progress reports will be provided upon request. This fee proposal shall remain unchanged for 30 days from the date of this proposal. We do not believe expanded environmental studies will be required beyond an Initial Study (which is included in the above scope of work); however in the event additional environmental studies are required, subsequent scope augmentation will be provided. Any work outside the above work program will be invoiced on time and material basis with prior authorization from the client. I have attached our hourly fee schedule for your review.

Consulting Agreement

If this proposal and attached Terms and Conditions is acceptable to you please sign below to indicate your approval. The attached Terms and Conditions are incorporated herein. Upon receipt of the executed agreement, we will initiate the project immediately.

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

Sincerely,

AGREED & ACCEPTED



Ali Shapouri, AICP
Principal Planner

BY: _____ DATE

Attachments:
Terms & Conditions
Hourly Fee Schedule

SHAPOURI & ASSOCIATES

PROJECT MANAGEMENT SERVICES

ENGINEERING • INFORMATION SYSTEMS • PLANNING



SHAPOURI & ASSOCIATES HOURLY FEE SCHEDULE EFFECTIVE MAY 2007

Principal Planner	\$220
Principal Engineer	\$220
Principal Architect	\$150
Senior Engineer	\$110
Senior Planner	\$110
Senior Architect	\$110
Senior Design Engineer	\$95
Assistant Planner	\$95
Assistant Engineer	\$95
Assistant Architect	\$95
CAD Designer	\$40
Processor (permit runner)	\$80
Word Processor	\$40
Deposition (4 hour minimum)	\$220
Expert Testimony (4 hour minimum)	\$250

16089 San Dieguito Road, Suite H-102 P.O. Box 67622, Rancho Santa Fe, California 92067-67221

Phone: (858) 756-8340 Fax : (858) 756-8344

shapouri.com

TERMS AND CONDITIONS

The Client and Consultant agree that the following provisions shall be a part of their Agreement:

1. Client and Consultant are aware that the potential liability of Consultant for potential errors in professional services would require a substantial increase in Consultant's fee to reasonably manage the risk of Consultant. To take advantage of the fees offered by Consultant, which include a nominal allowance for Consultant's risk management, Client agrees to limit the liability of Consultant, its principals, employees and subconsultants to the Client and all contractors and subcontractors on the project, due to professional negligent acts, errors or omissions of the Consultant (and/or subconsultants), breach of contract or any other cause of action however pled, to the sum of \$50,000 (inclusive of any attorney's fees and costs that may be awarded against Consultant or subconsultants) or the Consultant's fee, whichever is greater. Except that if the contract amount, including any addenda, exceeds \$150,000, the liability of Consultant and sub-consultants shall not exceed the contract amount, including the attorneys' fees and costs that may be awarded against Consultant and subconsultants. Client further agrees to indemnify and hold Consultant and subconsultants harmless from and against all claims and liabilities in excess of the monetary limits established above, including, without limitation, claims alleging or based upon Consultant's or subconsultant's negligence, with the sole exception of actually proven claims of damages for Consultant's or subconsultant's sole negligence or willful misconduct. Client will furthermore not seek damages in excess of the limitations set forth above indirectly through suits with other parties who may join Consultant or subconsultants as a third party, nor by an award of attorneys' fees and costs to the prevailing party in excess of the aggregate liability agreed upon herein. The foregoing limitation of liability and risk allocation are business understandings which benefit both parties, voluntarily and knowingly entered into, and shall apply to all theories of recovery.

2. Consultant shall only act as an advisor in all governmental relations. Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, those related to permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional permits, project or plan approvals and building permits. Consultant's assistance does not constitute a representation, warranty or guarantee that any governmental agency will act favorably upon any of the matters sought by Consultant on behalf of Client.

3. Consultant makes no warranty, either express or implied, regarding the ability to obtain the permits or approvals. Consultant shall perform its services in accordance with generally accepted standards for the services in effect at the time of performance in the locale where the services are rendered.

4. Consultant makes no representation, guarantee, warranty, express or implied, concerning (a) estimated areas, unless the Consultant agrees in writing to provide the precise determination of areas, (b) estimated cost figures made in connection with maps, plans, specifications or drawings, and (c) soils or geological surveys or subsurface soil tests or general soils testing and reporting.

5. Client acknowledges that Consultant is not responsible for the performance of work by third parties, including, but not limited to, the construction contractor(s), subcontractors, governmental agencies, construction managers, architects or other consultants.

6. All fees and other charges will be billed monthly as the work progresses and the net amount shall be due at the time of billing. In the event Client fails to pay Consultant within thirty (30) days after invoices are rendered, then Client agrees that Consultant shall have the right to consider said default a total breach of this Agreement and, upon written notice, the duties, obligations and responsibilities of the Consultant under this Agreement are terminated. In such event, Client shall then promptly pay the Consultant for all the fees, charges, and services performed to date by Consultant.

7. A late payment charge will be computed by the Consultant at the periodic rate of 1.5% per month, not to exceed the maximum legal rate, which will be applied to any unpaid balance commencing thirty (30) days after the date of the original billing.

8. In the event work prepared or partially prepared by the Consultant is suspended, abandoned, or terminated, the Client shall pay the Consultant for all work, fees, deposits, charges and services provided. Client acknowledges if project work is suspended and restarts, there may be additional charges due to suspension.

9. Client agrees that the balance as stated on the billings from Consultant to Client are correct, conclusive and binding on the Client unless Client, within forty-five (45) days from the date of receipt of such billing, notifies Consultant in writing of the particular items that are alleged to be incorrect.

10. Client shall pay the out of pocket costs not specifically covered by this Agreement, such as, for example, checking and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soil testing fees, aerial topography fees, and other fees and deposits, permits, bond premiums, title company charges, blueprints and reproductions.

11. In the event that the services, plans, specifications, and/or field work covered by this Agreement are those required by various governmental agencies and one or more such governmental agency changes its policies, ordinances, procedures or requirements after the date of this Agreement, any additional office or filed work required shall be paid by Client as extra work.

12. Client agrees that if Client requests services not specified pursuant to the scope of services described within this Agreement, Client agrees to pay all such additional services as extra work if authorized in writing.

13. Consultant has a right to complete all services agreed to be rendered pursuant to this Agreement. In the event this Agreement is terminated before the completion of all services, unless Consultant is responsible for such early termination, Client agrees that Consultant shall be automatically released, without further action, from all liability for services performed, known or unknown, and that Client waives California Civil Code section 1542.

14. All agreements on Consultant's part are contingent upon, and Consultant shall not be responsible for damages or be in default or be deemed to be in default by reason of delays in performance by reason of strikes, lockouts, accidents, acts of God and other delays unavoidable or beyond Consultant's reasonable control, or delays caused by failure of Client or Client's agents to furnish information or to approve or disapprove Consultant's work promptly, delays in approval by governmental agencies or other consultants performing services on behalf of Client or due to late, slow or faulty performance by Client, other contractors or governmental agencies.

15. Consultant shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations pursuant to this Agreement if Client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against Client in the United States Bankruptcy Court, and that petition is not dismissed fifteen (15) days after its filing. Any suspension of services made pursuant to the provisions of this Paragraph shall continue until such time as this Agreement has been fully and properly assumed or adequate assurance provided in accordance with the applicable provisions of the United States Bankruptcy Court and in compliance with the final order or judgments issued by the Bankruptcy Court.

16. [intentionally deleted]

17. Client agrees to purchase and maintain, during the course of any construction, builder's liability special peril or other similar insurance, which will name Consultant as an additional insured. Client also agrees to require the contractor or contractors to purchase and maintain liability insurance, including broad form general liability coverage, comprehensive bodily injury, broad form property damage, independent contractors insurance, completed operations and contractual liability coverage, and the exclusions for explosion, collapse or underground coverage shall be deleted; automobile including bodily injury, property damage, owned, non-owned and hired vehicles; and worker's compensation insurance including employers liability coverage, all of which shall name the Client and Consultant as additional insureds. Certificates of such insurance shall be provided to Consultant and the certificate(s) shall include provisions that the above policies are primary and non-contributory with Consultant's insurance and that coverage will not be canceled unless at least thirty days prior written notice has been given to Consultant.

18. Services provided pursuant to the Agreement are for the exclusive use of the Client.

19. All original papers, drawings, notes, documents and other work product of Consultant, and copies thereof, produced as a result of the Agreement shall remain the property of the Consultant, and Consultant shall retain all copyright and other ownership interests. Client shall have a non-exclusive license to use Consultant's work product and any items in which Consultant maintains ownership and/or copyright interest only for the project described in this Agreement and only so long as all fees to be paid under this Agreement have been paid. Consultant grants a non-exclusive license to Client to use all work product and any items in which Consultant maintains ownership and/or copyright interest for the duration of the project irrespective if Consultant has completed its services under this Agreement. Consultant's work product may be used by Consultant without consent of the Client, however Consultant shall not use Client's name or logo without Client's express prior written consent.

20. Client agrees that all digital data files delivered by Consultant are to be used exclusively to fulfill the scope of this Agreement. All data files shall be compatible with the hardware and software versions used by Consultant at the time file copies were created. Client agrees not to use any digital files (drawing or data), in whole or in part, for any purpose other than the project which is the subject of this Agreement.

21. This Agreement shall be binding upon the heirs, partners, successors, executors, administrators and assigns of the Client and Consultant.

22. Should litigation at law or equity arising out of this Agreement, including but not limited to an action for declaratory relief, be brought to enforce or interpret any term or provision of this Agreement, or to collect any portion of the amount payable under this Agreement or litigation commenced either directly or by way of a cross-

complaint whether arising out of contract or tort, including a cross-complaint for indemnity, for failure or alleged failure to perform or for errors, omissions, or negligence, the prevailing party shall be entitled, in addition to any other award, to all litigation and collection expenses, any and all costs of defense, including attorneys' fees, expert witness fees, witness fees and court costs, and any and all other expenses incurred. Any litigation shall be filed in San Diego County.

23. Neither the Client nor Consultant shall assign its interest in this Agreement without the written consent of the other.

24. This Agreement shall be governed by and construed in accordance with the laws of the State of California. This Agreement contains the entire agreement between Client and Consultant relating to the project and the provision of services by Consultant to the project and supercedes any agreements, promises, negotiations or representations not expressly set forth herein. Subsequent modifications to this Agreement shall be in writing and signed by both Client and Consultant.

25. One or more waivers of any term, condition or covenant by a party shall not be construed as a waiver of subsequent breach of the same or any other term, condition or covenant.

26. In the event any term, condition, covenant or provision of this Agreement shall be held to be invalid, void or unenforceable, the remaining terms, conditions, covenants and provisions of this Agreement shall be valid and binding on the parties hereto.

[END OF DOCUMENT]

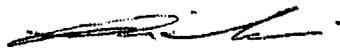
Consulting Agreement

If this proposal and attached Terms and Conditions is acceptable to you please **sign** below to indicate your approval. The attached Terms and Conditions are incorporated herein. Upon receipt of the executed agreement along with the required retainer, we will initiate the project immediately.

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

Sincerely,

AGREED & ACCEPTED



Ali Shapouri, AICP
Principal Planner

Nicholas M. Pavorte 8-6-07
BY: DATE

Attachments:
Terms & Conditions
Hourly Fee Schedule

SHAPOURI & ASSOCIATES

PROJECT MANAGEMENT SERVICES

ENGINEERING • INFORMATION SYSTEMS • PLANNING



SHAPOURI & ASSOCIATES HOURLY FEE SCHEDULE EFFECTIVE MAY 2007

Principal Planner	\$220
Principal Engineer	\$220
Principal Architect	\$150
Senior Engineer	\$110
Senior Planner	\$110
Senior Architect	\$110
Senior Design Engineer	\$95
Assistant Planner	\$95
Assistant Engineer	\$95
Assistant Architect	\$95
CAD Designer	\$40
Processor (permit runner)	\$80
Word Processor	\$40
Deposition (4 hour minimum)	\$220
Expert Testimony (4 hour minimum)	\$250

16089 San Dieguito Road, Suite H-102 P.O. Box 67622, Rancho Santa Fe, California 92067-67221
Phone: (858) 756-8340 Fax: (858) 756-8344
shapouri.com



Proposal No. LG-08314
December 15, 2008

Rancho Santa Fe Fire Protection District
Post Office Box 410
Rancho Santa Fe, California 92067

Attention: Mr. Nick Pavoni

Subject: EL APAJO FIRE STATION
RANCHO SANTA FE, CALIFORNIA
CHANGE ORDER PROPOSAL FOR GEOTECHNICAL SERVICES

Reference: *Site Plan 83-06 W1, El Apajo Fire Station, Ranch Santa Fe, California*, prepared by Shapouri & Associates undated.

Dear Mr. Pavoni

In accordance with your request, we are submitting this proposal to provide geotechnical services for the subject fire station. The site is currently occupied by an existing two-story fire station with associated driveway and parking. We understand that the subject area will be re-graded to receive a new fire station (approximately 10,000 square feet) with two apparatus bays. A portion of the open space located east of the existing fire station will also be graded and utilized as the main driveway and parking for the new facility. The grading would involve removal of the unsuitable soils (e.g. topsoil, undocumented fill and alluvium) moisture condition as necessary, and placement of properly compacted fill to achieve the proposed finish grade. As a part of the grading operations, a segmental retaining wall with a maximum height of approximately 12 feet will be constructed along the toe of the eastern cut slope. The scope of our services would include testing and observation services during grading operations, installation of site improvements, and observing foundation excavations. We understand that this is a *Prevailing Wage* project.

The construction schedule was not available for our use. For the purpose of this proposal we have made assumptions based on our experience with similar projects. We estimated the grading operations would be completed in five working days. Geocon has not yet performed the geotechnical investigation for the project. In this proposal we have assumed that we would not encounter significant adverse conditions such as instability of the proposed cut slope or significant possibility for the site liquefaction. These conditions, if they exist, may significantly change the scope of services.

SCOPE OF WORK

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

PART I: TESTING AND OBSERVATION DURING SITE GRADING

Compaction Testing. Provide one soil technician for the project on a “full-time” basis for an estimated 5 days during site grading. The technician would be equipped with a vehicle and sufficient field-testing equipment to provide in-place density test results in the field. Costs for the soil technician will be invoiced at \$110 per hour during a normal eight-hour day. Hours worked in excess of eight hours per day or 40 hours per week, per technician, will be charged at time and one-half per overtime hour and will be an extra to the contract. Vehicles, field-testing equipment, and mileage expenses are included in the hourly rate.

Geotechnical Consultation and Observation. Site visits by our geologist and/or engineer would be performed where site conditions warrant. Based on our experience with similar projects, we estimate that approximately \$1,700 will be incurred for site visits, meetings, and miscellaneous consultation during the grading period.

Laboratory Testing. Perform laboratory soil tests related to the mass grading of the site (maximum dry density and optimum moisture content determination, shear strength, expansive potential, etc.). The quantity and type of tests performed will depend upon the soil conditions encountered during grading. However, we estimate that the total of such costs should not exceed \$1,000. The actual cost for laboratory tests will be invoiced in accordance with our current *Schedule of Fees/Terms and Conditions* (copy enclosed).

Report Preparation and Submittal. Upon completion of the remedial grading operations, we would prepare a final report summarizing field and laboratory test results and indicating the location of field tests. We would submit six copies of the final report.

PART II: SITE IMPROVEMENTS

Retaining Wall and Trench Backfill Testing. Provide compaction testing services by a soil technician for the proposed utility trenches and wall backfill. We estimate these operations will require 60 field soil technician hours and \$500 for laboratory testing.

R-Value Testing. Perform a laboratory R-Value test for the proposed driveways and parking areas, design pavement section and submit a letter recommending the pavement sections for the area. A budget estimate of \$700 is provided for sample collection, laboratory testing and pavement section design.

Subgrade, Base, and Asphalt Concrete Testing. Provide compaction testing services by a soil technician for the subgrade, base and asphalt concrete in the parking and driveway areas. We estimate these operations will require 20 field soil technician hours and \$700 for laboratory testing.

Report Preparation and Submittal. We would submit a final report summarizing field and laboratory test results upon completion of the site improvements.

PART III: BUILDING FOUNDATION OBSERVATION

Foundation Observation. Provide a representative of Geocon Incorporated to observe the foundation excavations for the proposed buildings. For the purpose of this proposal, we estimate two, 3-hour site visits would be required.

Report Preparation and Submittal. Prepare and submit a single report summarizing the foundation excavations observed for the proposed building.

PROPOSED FEE

Based upon the scope of services recommended above and assumptions made, we have summarized the cost as follows:

Item	Estimated Cost
Part I: Testing and Observation During Site Grading	
Compaction Testing	\$4,400
Geotechnical Consultation and Observation	1,700
Laboratory Testing	1,000
Report Preparation and Submittal	<u>2,500</u>
Part I, Estimated Cost	<u>\$9,600</u>
Part II: Site Improvement	
Retaining Wall and Trench Backfill,	\$6,600
Concrete testing	1,000
R-Value testing	700
Subgrade, Base, and Asphalt Testing	2,900
Report Preparation and Submittal	<u>1,000</u>
Part II, Estimated Cost	<u>\$12,200</u>
Part III: Building Foundation Observation	
Foundation Observation	\$630
Report Preparation and Submittal	<u>500</u>
Part III, Estimated Cost	<u>\$1,130</u>
TOTAL ESTIMATED COST	<u>\$22,930</u>

We propose to perform the scope of work outlined herein for a fee not to exceed \$22,930. Our services would be provided in accordance with the enclosed *Schedule of Fees/Terms and Conditions*,

which was submitted with our proposal for the geotechnical investigation. If unexpected field conditions are encountered which require a significant modification to the recommended scope of work and/or which require an increase to the not-to-exceed amount, we would not proceed with the modified scope or increased amount without obtaining your verbal authorization.

Please carefully review the contents of this change order proposal. If they meet with your approval, we respectfully request you execute both copies of the *Terms for Geotechnical Engineering Services* presented in the previous proposal and the attached *Change Order for Geotechnical Engineering Services* and return them to our office. We will then sign the documents and return one fully executed copy to you.

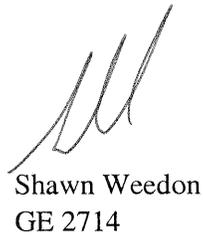
Should you have any questions regarding this proposal or if we may be of further service, please contact the undersigned at your convenience.

Very truly yours,

GEOCON INCORPORATED



Ali Sadr
CEG 1778



Shawn Weedon
GE 2714

AS:SW:dmc

Enclosures: Change Order
SF/TC-2006

- (2) Addressee
- (e-mail) Shapouri & Associates
Attention: Mr. Ali Shapouri
- (e-mail) Jeff Katz Architecture
Attention: Mr. Jeff Katz



Change Order Agreement for Professional Services

PROJECT: <u>El Apajo Fire Station</u>	
ORIGINAL PROPOSAL NO.: <u>LG-08314</u>	GEOCON PROJECT NO.: _____
ORIGINAL PROPOSAL DATE <u>Revised December 12, 2008</u>	
CLIENT: <u>Rancho Santa Fe Protection District</u>	
Post Office Box <u>410</u>	DATE: <u>December 15, 2008</u>
Rancho Santa Fe, California <u>92008</u>	
ATTENTION: <u>Mr. Nick Pavoni</u>	CHANGE ORDER NO.: <u>1</u>

DESCRIPTION:

The Client hereby authorizes Geocon Incorporated to amend the original Proposal (the "Contract") as outlined below. All other terms and conditions specified in the original contract shall remain in full force and effect.

See attached letter dated December 15, 2008.

SUMMARY

ORIGINAL CONTRACT AMOUNT:		\$ <u>9,470</u>
PREVIOUS CHANGE ORDER NOS.:	<u>n/a</u>	\$ <u>0</u>
THIS CHANGE ORDER NO.:	<u>1</u>	\$ <u>22,930</u>
REVISED CONTRACT AMOUNT:		\$ <u>32,400</u>

APPROVED BY: Geocon Incorporated

APPROVED BY: _____

(client)

By: _____

By: _____

Shawn Weedon, GE 2714

(authorized agent)

Title: Associate

Title: _____

Date: _____

Date: _____

Please sign and return the original signature page to Geocon Incorporated and keep one copy for your records.



**2006 SCHEDULE OF FEES
GEOTECHNICAL**

PROFESSIONAL SERVICES

Word Processor/Non-Technical Assistant/Draftsman.....	\$69/hr.
Engineering Assistant/Lab Technician.....	*79/hr.
Engineering Field Technician (Including Vehicle and Nuclear Gauge).....	*85/hr.
Senior Engineering Field Technician (Including Vehicle and Nuclear Gauge).....	*90/hr.
Staff Engineer/Geologist.....	95/hr.
Senior Staff Engineer/Geologist.....	105/hr.
Project Engineer/Geologist.....	115/hr.
Senior Project Engineer/Geologist.....	125/hr.
Senior Engineer/Geologist.....	140/hr.
Associate Engineer/Geologist.....	175/hr.
Principal Engineer/Geologist/Litigation Support.....	195/hr.
Deposition or Court Appearance.....	350/hr.
Overtime and Saturday Rate.....	1.5 X Regular Hourly Rate
Sunday and Holiday Rate.....	2 X Regular Hourly Rate
Minimum Professional Fee.....	\$500/Per Project
Minimum Field Services Fee (per day or call-out).....	2 Hours
*Prevailing Wage Hourly Surcharge for Technicians and Inspectors per California Labor Code §720, et. Seq.	\$25/hr.

TRAVEL

Personnel.....	Regular Hourly Rate
Subsistence (Per Diem).....	\$125/day

EQUIPMENT & MATERIALS

Nuclear Gauge.....	Included in Technician Rate
Coring Machine (concrete, asphalt, masonry).....	\$165/day
Generator.....	85/day
Asphalt Cold Patch, 60-lb. sack.....	17/bag
Concrete, 60-lb. sack.....	17/bag
GPS Unit.....	160/day
Outside Services/Equipment/Materials.....	Cost + 15%

LABORATORY TESTS

COMPACTION CURVES

4-inch mold (D1557).....	\$170/ea.
6-inch mold (D1557).....	185/ea.
California Impact (CAL216).....	180/ea.
Check Point.....	85ea.

SOIL AND AGGREGATE STABILITY

Resistance Value, R-Value (D2844/CAL301).....	\$245/ea.
R-Value, Treated (CAL301).....	260/ea.
California Bearing Ratio (D1883).....	525/ea.
Stabilization Ability of Lime (C977).....	180/ea.

SOIL AND AGGREGATE PROPERTIES

#200 Wash (D1140/C117).....	\$53/ea.	Moisture Determination, tube sample (D2216).....	\$21/ea.
Wet Sieve Analysis to #200 (D422).....	80/ea.	Moisture Determination and Unit Weight (D2937).....	41/ea.
Hydrometer Analysis (D422).....	150/ea.	Atterberg Limits: Plasticity Index (D4318).....	126/ea.
Sieve Analysis with Hydrometer (D422).....	150/ea.	Sand Equivalent (D2419).....	75/ea.
Specific Gravity, Soil (D854).....	68/ea.	pH and Resistivity (CAL643).....	130/ea.
Specific Gravity Coarse Aggregate (C127).....	40/ea.	Sulfate Content (CAL417).....	90/ea.
Specific Gravity Fine Aggregate (C128).....	68/ea.	Chloride Content (CAL422).....	49/ea.

LABORATORY TESTS

SHEAR STRENGTH

Unconfined Compression (D2166)	\$95/ea.
Direct Shear, Quick, per point (D3080)	63/pt.
Unconsolidated-Undrained Triaxial Shear (D2850).....	110/pt.
Unconsolidated-Undrained Triaxial Staged (D2850).....	158/ea.
Consolidated-Undrained Triaxial Shear (D4767).....	263/pt.
Consolidated-Undrained Triaxial Staged (D4767).....	335/ea.
Consolidated-Drained Triaxial Shear (EM1110)	370/pt.
Consolidated-Drained Triaxial Staged (EM1110)	475/ea.

CONCRETE

Compressive Strength, Cast Cylinders (C39).....	\$30/ea.
Compressive Strength, Cores (C42)	43/ea.
Flexural Strength Beam (C78/C293).....	79/ea.
Splitting Tensile Test (C496)	69/ea.
Mix Design Review	185/ea.
Trial Batch	475/ea.

PERMEABILITY, CONSOLIDATION AND EXPANSION

Permeability, Flexible Wall (D5084)	\$265/ea.
Permeability, Rigid Wall (D5856)	255/ea.
Consolidation, per point (D2435).....	42/pt.
Expansion Index (D4829/UBC 29-2).....	135/ea.

MASONRY

CMU Compressive Strength (C140)	\$58/ea.
Compressive Strength, Grout (C1019/UBC 21-19).....	30/ea.
Compressive Strength, Mortar (C109/UBC 21-15,16)	30/ea.
CMU Unit Wt., Dimen., Absorption (C140).....	58/ea.
Compressive Strength, Masonry Prism (C1314)	105/ea.

AGGREGATE QUALITY

Dry Sieve Analysis to #200 (C13)	\$79/ea.
L.A. Rattler Test (500 rev.) (C131).....	185/ea.
Sulfate Soundness (per sieve size) (C88)	99/ea.
Durability Index (D3744).....	135/ea.
Unit Weight (C142)	69/ea.
Organic Impurities - Sand (C40).....	53/ea.
Friable Particles (C142)	80/ea.

ASPHALT CONCRETE

Density, Hveem (D2726/CAL308).....	\$85/ea.
Stabilometer (D1560/CAL304)	99/ea.
Theoretical Max. Specific Gravity (D2041).....	69/ea.
Sieve Analysis Extracted Aggregate (C136)	80/ea.
% Asphalt, Ignition Method (CAL382).....	90/ea.
% Asphalt, Nuclear Gauge (CAL379).....	105/ea.
Unit Weight, Core (D 1188).....	48/ea.

TERMS AND CONDITIONS

1. *Listed are typical charges for the services most frequently performed by Geocon. Prices for unlisted services as well as special quotations for programs involving volume work will be provided upon request. Laboratory test prices shown are for laboratory work only, and include reporting of routine results not calling for comments, recommendations or conclusions.*
2. *All sampling and testing is conducted in substantial conformance with the latest applicable or designated specifications of the American Society for Testing and Materials, Caltrans, American Association of State Highway Officials, or other pertinent agencies.*
3. *Saturday and overtime hours are charged at time and one-half; Sundays and holidays at double time. Per diem is \$125.00 per day when location of work dictates.*
4. *Field tests and instrumentation installation such as plate bearing, pile load, vane shear, piezometer, slope inclinometer, and other special tests will be charged at applicable hourly rates. Equipment and materials will be billed at cost plus 15%. Outside services including subcontractors and rental of special equipment are billed at cost plus 15 percent. Hourly services are billed portal to portal from closest office in accordance with the stated hourly rates herein, with a minimum two-hour charge*
5. *A surcharge of \$25.00 per hour will be added to the Professional Services classifications indicated with an asterisk (*) on the Schedule of Fees in order to comply with the prevailing wage requirements of California Labor Code §720, et. seq.*
6. *Invoices will be submitted at four-week intervals. Terms of payment are net upon presentation of invoice. Invoices become delinquent thirty (30) days from invoice date and subject to one and one-half percent (1-1/2%) service charge per month, or the maximum rate allowed by law, whichever is lower. If Client objects to all or any portion of any invoice, Client will so notify Geocon in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. Payment on delinquent invoices will first be applied to accrued interest and then to the principal amount. All time spent and expenses incurred (including any attorney's fees and costs) in connection with collection of any delinquent amount will be paid by Client to Geocon per Geocon's current fee schedule.*
7. *Many risks potentially affect Geocon by virtue of entering into this agreement to perform professional engineering services on behalf of Client. The principal risk is the potential for human error by Geocon. For Client to obtain the benefit of a fee which includes a nominal allowance for dealing with our liability, Client agrees to limit our liability to Client and to all other parties for claims arising out of our performance of the services described in the agreement. The aggregate liability of Geocon will not exceed \$50,000 for negligent professional acts, errors, or omissions, including attorney's fees and costs which may be awarded to the prevailing party, and Client agrees to indemnify and hold harmless Geocon from and against all liabilities in excess of the monetary limit established above.*

RESOLUTION No. 2009-01

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE RANCHO SANTA FE FIRE PROTECTION DISTRICT ADOPTING THE FIRE MITIGATION FEE FUND MULTI-YEAR PLAN

WHEREAS, the Rancho Santa Fe Fire Protection District participates in the San Diego County Fire Mitigation Program; and

WHEREAS, the County of San Diego is empowered to collect mitigation fees from applicants for new development for the purpose of the expansion of fire protection and firefighting facilities and equipment; and

WHEREAS, the Rancho Santa Fe Fire Protection District must annually adopt a Fire Mitigation Fee Fund Multi-Year Plan at a noticed public hearing.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Fire Mitigation Fee Fund Multi-Year Plan was incorporated as a part of the Rancho Santa Fe Fire Protection District Final Budget for fiscal year 2008/09.
2. A noticed public hearing for adoption of the Final Budget FY 2008/09 was held on September 10, 2008.
3. A noticed public hearing to approve a Revised Fire Mitigation Fee Fund Multi-Year Facilities and Equipment Plan was held on January 14, 2009.
4. A copy of the Fire Mitigation Fee Fund Multi-Year Facilities and Equipment Plan is included as a part of this resolution.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Rancho Santa Fe Fire Protection District on January 14, 2009 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

JAMES H ASHCRAFT
President

ATTEST:

Karlana Rannals
Secretary

Rancho Santa Fe Fire Protection District

Fire Mitigation Fee

Multi-Year Facilities and Equipment Plan

FISCAL YEAR 2008/2009

Capital Expenditures – Assets

- Tele-Video Conference Equipment - (100%) \$ 17,200
Committee APPROVED (FY 05/06)

Capital Improvement – Facility

- Engineering Services Replacement – RSF 3 (75%) \$ 14,367
Committee APPROVED (FY 02/03)
- Architectural Engineering Services Replacement – RSF 3 (75%) \$300,000
Committee APPROVED (FY 02/03)
- Land Acquisition – RSF 3 (75%) \$ 18,750
Committee APPROVED (FY 02/03)
- Temporary Facility – RSF 3 (75%) \$150,000
Committee APPROVED (FY 02/03)
- Construction (includes demolition) – RSF 3 (75%) \$375,000
Committee APPROVED (FY 02/03)
- Administration Building Remodel (85.4%) \$140,601
 - Remodel Prevention Offices
 - Remodel Parking/Building Expansion
Committee APPROVED (FY 05/06)
- Administration Building (75%) \$1,500,000
 - Parking/Building Construction
Pending Committee Approval

Capital Vehicle & Apparatus Replacement

- No Proposed Expenditures

FISCAL YEAR 2009/2010

Capital Expenditures – Assets

- No Proposed Expenditures

Capital Improvement – Facility

- Construction – Replacement of Fairbanks Fire Station (RSF3) (75%) \$3,000,000
Committee APPROVED (FY 02/03)
- Administration Building (75%) \$1,500,000
 - Parking/Building Construction
Pending Committee Approval

Capital Vehicle & Apparatus Replacement

- No Proposed Expenditures

Resolution No. 2009-01

Rancho Santa Fe Fire Protection District
Fire Mitigation Fee
Multi-Year Facilities and Equipment Plan

FISCAL YEAR 2010/2011

Capital Expenditures – Assets

- No Proposed Expenditures

Capital Improvement – Facility

- No Proposed Expenditures

Capital Vehicle & Apparatus Replacement

- No Proposed Expenditures

FISCAL YEAR 2011/2012

Capital Expenditures – Assets

- No Proposed Expenditures

Capital Improvement – Facility

- No Proposed Expenditures

Capital Vehicle & Apparatus Replacement

- No Proposed Expenditures

FISCAL YEAR 2012/2013

Capital Expenditures – Assets

- No Proposed Expenditures

Capital Improvement – Facility

- No Proposed Expenditures

Capital Vehicle & Apparatus Replacement

- No Proposed Expenditures

Approved: January 14, 2009

Motion by:

Seconded by:

Roll Call Results: AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Karlana Rannals

Karlana Rannals

Secretary

Resolution No. 2009-01