



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

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

April 17, 2024
1:00 pm PT
Regular Meeting

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

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

Rules for Addressing the 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 the Public Comment but can refer it to staff for review and possible discussion at a future meeting. As permitted by State Law, the Board may take action on matters of an urgent nature, or which require immediate attention. The maximum time allotted for each presentation is FIVE (5) MINUTES.

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



Rancho Santa Fe Fire Protection District Board of Directors Regular Meeting

April 17, 2024

Call to Order

Pledge of Allegiance

Roll Call

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

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

2. Consent Calendar

a. Board of Directors Minutes

- Board of Directors minutes of March 20, 2024

ACTION REQUESTED: **Approve**

b. Receive and File

- Monthly/Quarterly Reports for March 2024

(1) List of Demands Check 37524 thru 37612 and Electronic File Transfers (EFTs)

totaling:	\$ 339,151.55
Wire Transfer(s) totaling:	\$ 362,318.10
Payroll(s) totaling:	\$ <u>812,649.87</u>
TOTAL DISTRIBUTION	\$ 1,514,119.52

(2) Grant Recap

(3) Activity Reports – March 2024

(a) Operations

(b) Training

(c) Fire Prevention

ACTION REQUESTED: **Receive and File**

3. Public Comment

4. New Business

a. Verizon Lease Contract Extension

To discuss and approve the 2nd amendment to the Verizon communication lease agreement.

[Staff Report 24-11](#)

ACTION REQUESTED: **Approve**

b. FY24 Budget Amendment

To discuss and/or approve the budget amendment for FY24.

[Staff Report 24-12](#)

ACTION REQUESTED: **Approve**



Rancho Santa Fe Fire Protection District Board of Directors Regular Meeting

April 17, 2024

5. Oral Report
 - a. Fire Chief
 - b. Operations
 - c. Training
 - d. Fire Prevention
 - e. Finance Manager
 - f. Board of Directors
 - i. North County Dispatch JPA – Update
 - ii. County Service Area – 17 – Update
 - iii. Rancho Santa Fe Fire District Foundation - Update
 - iv. Director Comments

6. Adjournment

The next regular Board of Directors meeting to be held on May 15, 2024, in the Board Room located at 18027 Calle Ambiente, Rancho Santa Fe, California. The business meeting will commence at 1:00 p.m.

CERTIFICATION OF POSTING

I certify that on April 14, 2024, a copy of the foregoing agenda was posted on the district's website and near the meeting place of the Board of Directors of Rancho Santa Fe Fire Protection District, said time being at least 72 hours in advance of the meeting of the Board of Directors (Government Code Section 54954.2)

Executed at Rancho Santa Fe, California on April 14th, 2024:

SKMontagne

Sarah Montagne

Executive Assistant / Board Clerk

Rancho Santa Fe Fire Protection District
Regular Board of Directors Meeting
Minutes March 20, 2024



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

Director Ashcraft called to order the regular session of the Rancho Santa Fe Fire Protection District Board of Directors at 1:01pm.

Pledge of Allegiance

Attorney Steve Fitch led the assembly in the Pledge of Allegiance.

Roll Call

Directors Present: Ashcraft, Malin, Stine, Tanner

Directors Absent: Hillgren

Staff Present: Fire Chief Dave McQuead; Deputy Chief Brian Slattery; Fire Marshal Marlene Donner, Finance Manager Burgen Havens, Battalion Chief Jim Mickelson, Executive Assistant/Board Clerk Sarah Montagne, and Community Risk Reduction Specialist Mark Smith (1:28p Departure)

RSF Fire District Foundation: Retired Fire Chief Frank Twohy

Legal Representation: RSFFPD Attorney Steve Fitch (1:33p Departure), Montgomery Legal Counsel Christopher Nichols (Teleconference - 1:25p Departure)

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

MOTION BY DIRECTOR MALIN, SECOND BY DIRECTOR TANNER, and CARRIED 4 AYES; 0 NOES; 1 ABSENT; 0 ABSTAIN to waive reading in full of all resolutions and/or ordinances.

2. **Consent Calendar**

MOTION BY DIRECTOR TANNER, SECOND BY DIRECTOR MALIN, and CARRIED 4 AYES; 0 NOES; 1 ABSENT; 0 ABSTAIN to accept the consent calendar as presented.

a. **Board of Directors Minutes**

- Board of Directors minutes of February 21, 2024

b. **Receive and File**

- Monthly/Quarterly Reports for February 2024

- (1) List of Demands Check 37428 thru 37523 and Electronic File Transfers (EFTs)

totaling: \$ 306,840.87

Wire Transfer(s) totaling: \$ 358,828.43

Payroll(s) totaling: \$ 795,205.20

TOTAL DISTRIBUTION \$ 1,460,874.50

- (2) Grant Recap

- (3) Activity Reports – February 2024

(a) Operations

(b) Training

(c) Fire Prevention

ACTION REQUESTED: Receive and File

3. **Public Comment**

None

Rancho Santa Fe Fire Protection District
Regular Board of Directors Meeting
Minutes March 20, 2024



4. **Old Business**

a. **Approve Fees for Forced Weed Abatement**

To approve fees and invoicing of property owner for forced abatement of APN 267-080-38-00.

Staff Report 24-07. Discussion of additional legal fees and concerns stated in the February meeting.

MOTION BY DIRECTOR MALIN, SECOND BY DIRECTOR TANNER, and CARRIED 4 AYES; 0 NOES; 1 ABSENT; 0 ABSTAIN to approve fees and invoicing of property owner for forced abatement of APN 267-080-38-00.

5. **New Business**

a. **Resolution 2024-02 – Establishing benefits for the members of the Board of Directors**

To discuss and accept Resolution Establishing benefits for the members of the Board of Directors.

Staff Report 24-08

MOTION BY DIRECTOR STINE, SECOND BY DIRECTOR MALIN, and CARRIED 4 AYES; 0 NOES; 1 ABSENT; 0 ABSTAIN to accept Resolution 2024-02 Establishing benefits for the members of the Board of Directors.

b. **New Information Technology Specialist**

To discuss and/or approve hiring the new position of Information Technology Specialist.

Staff Report 24-09

MOTION BY DIRECTOR TUCKER, SECOND BY DIRECTOR MALIN, and CARRIED 4 AYES; 0 NOES; 1 ABSENT; 0 ABSTAIN to approve hiring the new position of Information Technology Specialist.

c. **Award Contract for Auditor**

To discuss and/or approve the awarding of contract for FY24-FY26 auditor.

Staff Report 24-10

MOTION BY DIRECTOR MALIN, SECOND BY DIRECTOR STINE, and CARRIED 4 AYES; 0 NOES; 1 ABSENT; 0 ABSTAIN to approve the awarding of contract for FY24-FY26 auditor.

6. **Oral Report**

a. **Fire Chief:**

Fire Chief McQuead reported Appreciation Dinner opened to Retirees. Scheduled May 23rd at Garden Club. Pancake Breakfast at Station 1 on October 13th. LAFCO bringing to advisory committee to extend reps for 4 years.

b. **Operations:**

Deputy Chief Slattery reported Dispatcher Appreciation week is April 14th-20th. One FFPM vacancy – New hire testing April 17th. NZ Engineers testing complete – 2 successful candidates. NZ Captains Testing April 8th-18th – 3 internal candidates and 1 on eligibility list. NZ BC Test is May 13th-16th – 2 internal candidates. Escondido Fire on-boarding April 29th to NCDJPA. Call volume numbers. Trail rescue in February – utilized Drone. Praised Station 2 crew on home birth response. Vehicle Fire on March 10th off El Acebo.

c. **Training:**

Deputy Chief Slattery reported On Duty Health physicals scheduled. Blue Card lab ongoing. Drone Capabilities, Report Writing/EMS Documentation, NZ Extended Attack Wildland Drill, SD County Wildland Drill and NZ SDG&E training all completed or upcoming.

d. **Fire Prevention:**

Rancho Santa Fe Fire Protection District
Regular Board of Directors Meeting
Minutes March 20, 2024



Fire Marshal Donner reported updates on Rancho Valencia, Helen Woodward, Morgan Run, Diegueno Country School, Aliso Canyon, Hernandez Hideaway, QuestHaven, and live-work units in Harmony Grove. Update on meeting with County regarding ESS and Solar discrepancies. New touchscreen for digital plan reviews. False alarm billing going well.

e. **Finance:**

Finance Manager Havens provided 10/31/23 budget numbers. Will discuss revenues in April. Revised budget will be discussed at next months meeting.

f. **Board of Directors:**

i. **North County Dispatch JPA:**

Prelim budget submitted.

ii. **County Service Area – 17:**

Next meeting is in May. Stine and Twohy on finance sub-committee. Revaluating financial data and will provide updates including 2 missed units.

iii. **Rancho Santa Fe Fire District Foundation:**

Retired Chief Twohy reported the Foundation held a community meeting. Looking for additional Board member. Next meeting is April 11th.

iv. **Director Comments:**

Malin: Complimentary of staff and District changes.
Stine: Complimentary of staff and District changes.
Tanner: Complimentary of staff and District changes.
Ashcraft: None

7. **Adjournment**

Meeting adjourned at 2:27pm

Sarah Montagne
Executive Assistant/Board Clerk

James H. Ashcraft
President

Check No.	Amount	Vendor	Purpose
37524	\$250.00	A to Z Plumbing Inc	BUILDING: RSF6
37525	\$740.00	Accme Janitorial Service Inc	BUILDING: ADMIN
37526	\$30.00	AFSS -Southern Division	TRAINING: ADMINISTRATION
37527	\$224.34	American Medical Response Inc	CSA-17 CONTRACT
37528	\$459.93	AT&T Calnet 2/3	UTILITIES: RSF1, RSF3, ADMIN
37529	\$1,306.00	Caselle INC.	CAPITAL - EQUIPMENT
37530	\$1,227.83	Charter Communications Holdings LLC (Sp	UTILITIES: ADMIN
37531	\$3,477.00	County of SD/RCS	800 MHz NETWORK FEES
37532	\$590.70	Cox Communications	UTILITIES: RSF5
37533	\$266.11	Diamond Environmental Svcs LP	GRANT EXPENSES
37534	\$120.80	Dish	UTILITIES: RSF6
37535	\$125.21	DOI-Bureau Of Land Management	BOOKS
37536	\$801.18	Duthie Electric Svc Corp	GENERATOR
37537	\$592.13	EDCO Waste & Recycling Inc	UTILITIES: RSF5, RSF6,
37538	\$14,467.13	Endsight LLC	CONSULTING SVCS - IT & POLICY
37539	\$3,272.14	Fire ETC Inc	CAPITAL - APPARATUS
37540	\$165.43	Griffin Hardware Co.	FUEL/PROPANE, BUILDING: RSF2
37541	\$268.00	Integrity Data	MEMBERSHIPS & SUBSCRIPTIONS
37542	\$171.66	LineGear	PPE
37543	\$773.32	MES California	SCBA EQUIPMENT
37544	\$1,083.96	Olivenhain Municipal Water District	UTILITIES: RSF2, UTILITIES: RSF3
37545	\$150.00	PharmaLink	CSA-17 CONTRACT
37546	\$1,100.00	Premier Carpet Care LLC	BUILDING: ADMIN
37547	\$400.00	R.E. Badger & Son INC.	BUILDING: RSF6
37548	\$179.50	Race Telecommunications INC	UTILITIES: RSF1
37549	\$798.60	Robert Half International	TEMPORARY STAFF EXPENSE
37550	\$120.00	RSF Mail Delivery Solutions	OFFICE EXPENSES
37551	\$3,713.61	SC Commercial LLC	FUEL/PROPANE
37552	\$250.00	State Fire Training	TRAINING: SUPPRESSION
37553	\$497.00	Streamline	WEBSITE
37554	\$795.88	TK Elevator Corporation	ELEVATOR
37555	\$320.00	U S Postal Service - Postmaster	OFFICE EXPENSES
37556	\$23,159.33	U.S. Bank Corporate Payment Systems	CAL-CARD PROGRAM
37557	\$2,869.75	Waste Management Inc	UTILITIES: RSF1, RSF2, RSF3, RSF4
37558	\$79.54	AT&T	UTILITIES: RSF1
37559	\$3,383.37	AT&T Calnet 2/3	UTILITIES: RSF2, RSF4, RSF6

Check No.	Amount	Vendor	Purpose
37560	\$619.25	Blend	CSA-17 CONTRACT, OFFICE EXPENSES
37561	\$48.62	Charter Communications Holdings LLC (Sp	UTILITIES: RSF4
37562	\$623.00	Endsight LLC	CONSULTING SVCS - IT & POLICY
37563	\$1,230.00	Fairbanks Ranch Com. Serv. Dis	UTILITIES: RSF3
37564	\$185.33	Fire ETC Inc	PPE
37565	\$12,065.58	First Arriving LLC	CAPITAL - EQUIPMENT
37566	\$2,520.00	Fitch Law Firm Inc	LEGAL SERVICES
37567	\$52.74	Genuine Parts Company, Inc.	FUEL/PROPANE
37568	\$2,210.00	Hanna Plumbing & Supply	BUILDING: RSF6
37569	\$1,444.02	Home Depot INC	BUILDING: RSF5
37570	\$525.00	K & M Pest Solutions	BUILDING: RSF6
37571	\$163.49	Konica Minolta Business Inc	COPIER MAINTENANCE CONTRACT
37572	\$471.44	MES California	SCBA EQUIPMENT
37573	\$510.37	Rincon Del Diablo Municipal Water Distri	UTILITIES: RSF5
37574	\$4,673.38	SC Commercial LLC	FUEL/PROPANE
37575	\$8,507.13	SDG&E	UTILITIES: RSF1, RSF3, RSF5, RSF6
37576	\$5,181.63	Serta Simmons Bedding	STATION SUPPLIES
37577	\$100.00	State Fire Training	TRAINING: SUPPRESSION
37578	\$1,565.00	Total Administrative Services Corp	MED REIMB - ACTIVE HRA
37579	\$450.16	AT&T	UTILITIES:RSF1, RSF2, RSF3, RSF5
37580	\$239.60	Charter Communications Holdings LLC (Sp	UTILITIES: ADMIN
37581	\$439.62	COR Security Inc	BUILDING: ADMIN
37582	\$897.00	DEH County of San Diego	PERMITS
37583	\$950.00	First Alarm Wellness	PHYSICALS & WELLNESS PROGRAM
37584	\$261.61	Griffin Hardware Co.	BUILDING: RSF2
37585	\$861.52	Lincoln National Life Ins Co	LIFE INSURANCE
37586	\$1,064.80	Robert Half International	TEMPORARY STAFF EXPENSE
37587	\$1,702.80	SC Commercial LLC	FUEL/PROPANE
37588	\$5,699.24	SDG&E	UTILITIES: ADMIN, RSF2, RSF4
37589	\$267.40	Shred it Stericycle	OFFICE EXPENSES
37590	\$195.00	Skyriders Window Cleaning Inc	BUILDING: ADMIN
37591	\$1,835.36	Uniforms Plus	UNIFORMS
37592	\$205.00	Air Temperature Specialist Inc	BUILDING: RSF1
37593	\$1,711.00	C.A.P.F.	DISABILITY INSURANCE
37594	\$1,200.00	California Tree Service, Inc	BUILDING: RSF2
37595	\$6,400.00	Cielo Village Partners LP	BUILDING: ADMIN

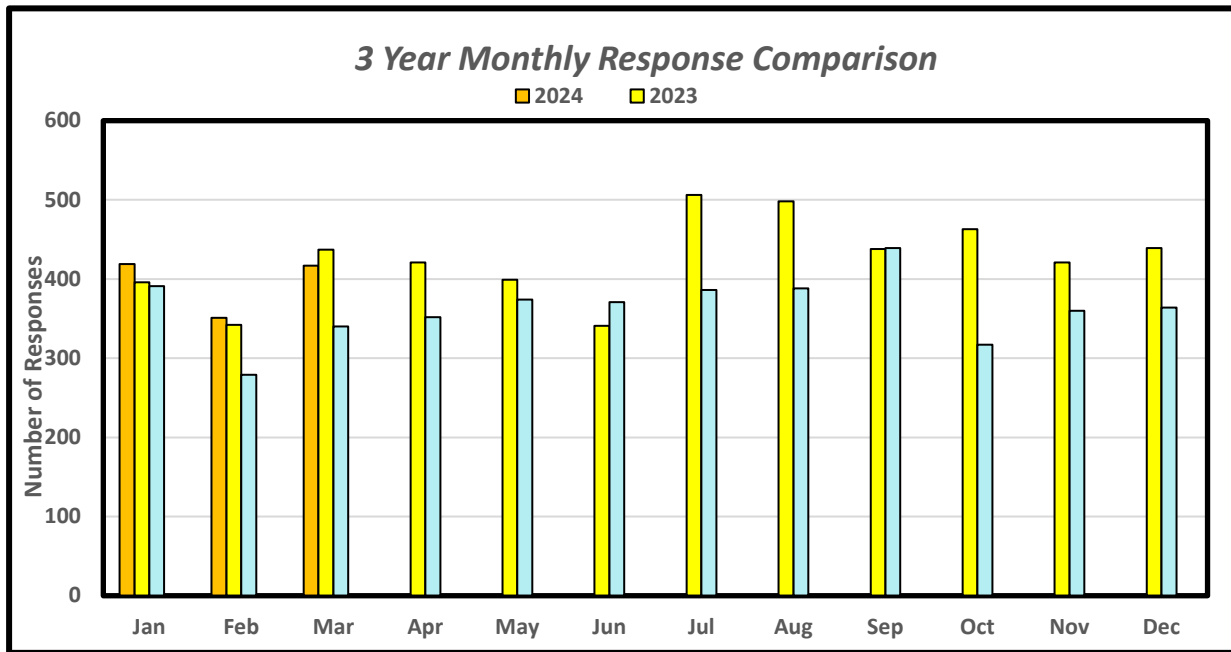
Check No.	Amount	Vendor	Purpose
37596	\$10.00	DEH County of San Diego	PERMITS
37597	\$1,996.84	Direct Energy Business-Dallas	UTILITIES: RSF1
37598	\$120.80	Dish	UTILITIES: RSF6
37599	\$90,883.66	Elk Grove Auto Group, Inc	CAPITAL - VEHICLE
37600	\$197.81	Griffin Hardware Co.	STATION SUPPLIES, JANITORIAL SUPPLIES
37601	\$5,838.80	Guardian Life Insurance Co	RETIREE HEALTH EXPENSE
37602	\$81.97	Lexis Nexis DBA Matthew Bender & Co INC	BOOKS
37603	\$25,076.83	North County EVS Inc	APPARATUS: SCHEDULED, REPAIR
37604	\$2,347.01	Olivenhain Municipal Water District	UTILITIES: RSF2, RSF6
37605	\$67,330.00	On Duty Health PC	PHYSICALS & WELLNESS PROGRAM
37606	\$229.51	Quench USA, Inc.	BUILDING: ADMIN, RSF6
37607	\$665.50	Robert Half International	TEMPORARY STAFF EXPENSE
37608	\$50.00	RSF Security Inc	UTILITIES: RSF5
37609	\$275.00	Santa Fe Irrigation District	COUNTY ADMIN COSTS
37610	\$3,190.12	SC Commercial LLC	FUEL/PROPANE
37611	\$600.00	Superior Door Systems, Inc	BUILDING: RSF5
37612	\$2,586.25	Verizon Wireless	CSA-17 CONTRACT, CELLULAR
ACH TRANSFER	\$250.00	Nathan Fritchle	CSA-17 CONTRACT
ACH TRANSFER	\$995.00	Alex Trottier	TRAINING: SUPPRESSION
ACH TRANSFER	\$450.00	Matt Sivba	TRAINING: SUPPRESSION
ACH TRANSFER	\$56.33	Burgen Havens	TRAINING: ADMINISTRATION
ACH TRANSFER	\$380.21	Brandon Closs	TRAINING: PREVENTION
ACH TRANSFER	\$121.81	Mark Smith	TRAINING: PREVENTION
ACH TRANSFER	\$112.56	Sarah Montagne	TRAINING: ADMINISTRATION
Subtotal	\$339,151.55		
ACH Transfer	\$100,003.86	CalPers-Health	ADMINISTRATION FEES
ACH Transfer	\$2,173.35	CalPers-Health	ADMINISTRATION FEES
ACH Transfer	\$24,958.91	Total Administrative Service Corp	MED REIMB - ACTIVE HRA
ACH Transfer	\$235,181.98	CalPERS	PERS (EMPLOYER PAID)
Subtotal	\$362,318.10		
45366	\$475,874.01	RSF Fire Payroll 3/15/24	
45382	\$336,775.86	RSF Fire Payroll 3/31/24	
Subtotal	\$812,649.87		
			TOTAL
			\$1,514,119.52

RSF Grant Re-Cap

Status	Date Submitted	Agency/Grantor Name	Description / Items Requested	Amount Requested	Total Received	Notes:
ACTIVE	9/30/2021	FEMA	Covid Forced Labor OT	\$ 93,084.25		RFI completed 8/2022. Under eligibility review.
ACTIVE	9/7/2021	UASI FY19	Rescue Systems 1	\$ 7,705.26		UASI conducting an Audit for FY19.
ACTIVE		UASI FY21	Fresno Symposium & Rescue Systems 1	\$ 20,655.00		Re-approved 10/10/2023 (\$15,196.00) and submitted \$4,195.15 on 12/15/2023. Pre-approved for \$19,391.15
ACTIVE		UASI FY22	Fresno Symposium	\$ 15,000.00		Currently working on Reimbursement for FY22.
ACTIVE	9/29/2022	UASI FY23	Training Courses	\$ 89,098.86		Resubmitted risk assesment and working on Reimbursement for FY23.
ACTIVE	8/1/2022	Coastal Conservancy	Escondido Creek/San Marcos Defensible Space/Roadway Clearance	\$ 325,864.00		Elfin Forest/Harmony Grove Clean Up; Collaborating w/UrbanCorp, San Marcos Fire and Escondido Fire; 3 year grant - 1/2023-12/2025; Financials going through UrbanCorp. Work expected to be completed by end of February 2024.
ACTIVE		SHSGP FY21	4 Radios	\$ 22,904.00		4 Radios received. Working on getting final payment issued.
ACTIVE		SHSGP FY22	4 Radios	\$ 20,338.00		Awaiting equipment receipt (Approx June). Then will finalize and request final disbursement of funds.
ACTIVE		SHSGP FY23	2 Radios, MacBooks	\$ 20,589.02		Approved. Waiting for award letter.
ACTIVE		SHSGP FY24	Radios			Submitted cyber security document. Submitted for radios. Anticipating making a change possibly to new multigas units. Will be revised.
ACTIVE	1/10/2024	OTS FY24	Portable emergency scene lighting	\$ 26,471.40		Application submitted/Pending.
CLOSED	5/15/2023	SD Regional Fire Foundation (County Supervisor Terra Lawson-Remer)	70 Wildland Brush Jackets	\$ 7,380.00		Approved. Jackets received from Fire ETC.
		RSF Fire Protection District General Fund	70 Wildland Brush Jackets	\$ 9,286.97		
CLOSED	5/15/2023	SD Regional Fire Foundation	E-Hydraulic Extrication Tools	\$ 5,000.00		Approved. Tools received from LN Curtis.
		County Supervisor Terra Lawson-Remer	E-Hydraulic Extrication Tools	\$ 20,000.00		
		RSF Fire Protection District General Fund	E-Hydraulic Extrication Tools	\$ 20,000.00		
CLOSED	1/30/2021	OTS	Struts, Airbags, Circ. Saw (Extrication)	\$ 15,181.23	\$ 15,181.23	Check received; Final Quarterly report provided to OTS. Process is officially closed.
CLOSED	6/1/2022	SD Regional Fire Foundation	Mental Health Program Support	\$ 3,000.00	\$ 3,000.00	Check received. Presentation given at prior Board Meeting. Process is officially closed.
CLOSED	3/11/2021	DEPT OF THE TREASURY (ARPA)	COVID-19 Recovery Funds	\$ 329,000.00	\$ 329,000.00	5/12: All documentation submitted to County & approved; Check received. Process is officially closed.
CLOSED	4/21/2023	RSF Association	Firefighter of the Year Award	\$ 750.00	\$ 750.00	Scott Schieber accepted. Process is officially closed.
CLOSED	10/15/2021	CSDA (CA Special Districts)	COVID-19; Staffing and Supplies	\$ 6,163,371.00	\$ 1,154,981.00	Check received. Audit complete.
CLOSED	7/6/2022	UASI FY20	Training; L-954 Course	\$ 15,196.00	\$15,196.00	Approved 04/08/2022. Check Received 9/2023. Check received. Utilizing funds for Via Ambiente Roadway Clearance; Work completed and payment received.
CLOSED	5/12/2020	FEMA	Vegetation Management	\$ 18,000.00	\$ 17,000.00	
RSF Fire District Foundation						
	12/7/2021	RSF Foundation	Forcible Entry	\$ 8,905.00	\$ 8,905.00	(1) Multi-Force Door (Forcible Entry Door Simulator). 50/50 split with the District for pendants, cell guards for
	9/21/2021	RSF Foundation	GIA Wellness	\$ 8,537.50	\$ 8,537.50	Staff and harmonizers for each facility.
	8/19/2021	RSF Foundation	UVC Air Disinfecting	\$ 1,000.00	\$ 1,000.00	10 UVC LED Disinfecting Air Purifiers.
	8/19/2022	RSF Foundation (Sharon McDonald)	E-Hydraulic Extrication Tools	\$ 45,000.00	\$ 45,000.00	Completed.
	2/22/2023	RSF Foundation	Station 6 Improvements	\$ 203,000.00	\$ 203,000.00	Approved.
	4/1/2023	RSF Foundation (Sharon McDonald)	UTV/Radios	\$ 196,337.00	\$196,337.00	Approved. Items in Service.
	6/16/2023	RSF Foundation	RSF3 Barbecue	\$ 1,000.00	\$1,000.00	Approved. Items delivered.
	9/1/2023	RSF Foundation (Sharon McDonald)	Drone Program	\$ 50,000.00	\$50,000.00	Approved. Item delivered. Ongoing purchases procured as needed for Drone program.
	11/27/2023	RSF Foundation (Sharon McDonald)	TICs	\$ 25,000.00	\$25,000.00	Items delivered. Staff Report.
	12/18/2023	RSF Foundation	Blackstone Griddle	\$ 399.00	\$399.00	Approved. Items received.
						Change since previous re-cap

Rancho Santa Fe Fire Protection District Operations Report

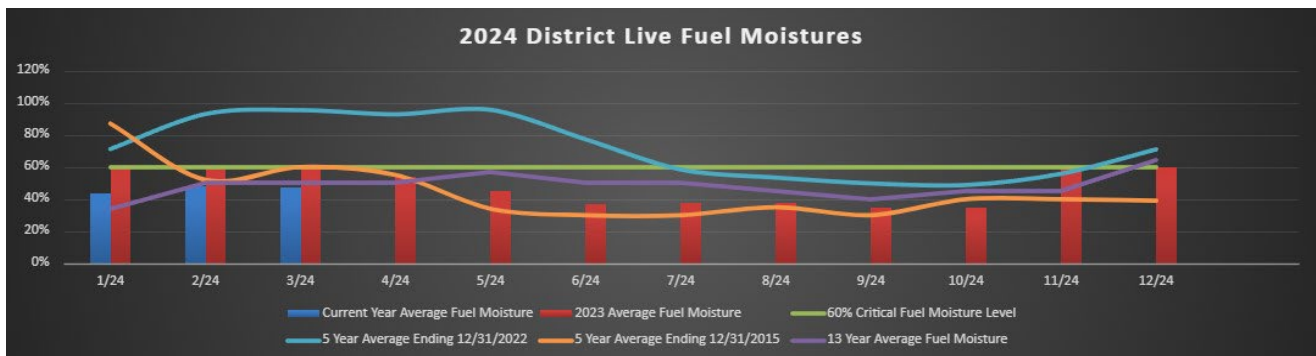
April 2024



3 Year Call Volume Tracker:

2024		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD Responses
	Responses		419	351	417									
YTD		419	770	1187										
2023		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD Responses
	Responses	396	342	437	421	399	341	506	498	438	463	421	439	5,101
YTD		396	738	1175	1596	1995	2336	2842	3340	3778	4241	4662	5101	
2022		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD Responses
	Responses	391	279	340	352	374	371	386	388	439	317	360	364	4,361
YTD		391	670	1010	1362	1736	2107	2493	2881	3320	3637	3997	4361	

Monthly Fuel Moisture:



Rancho Santa Fe Fire Protection District Operations Report

April 2024

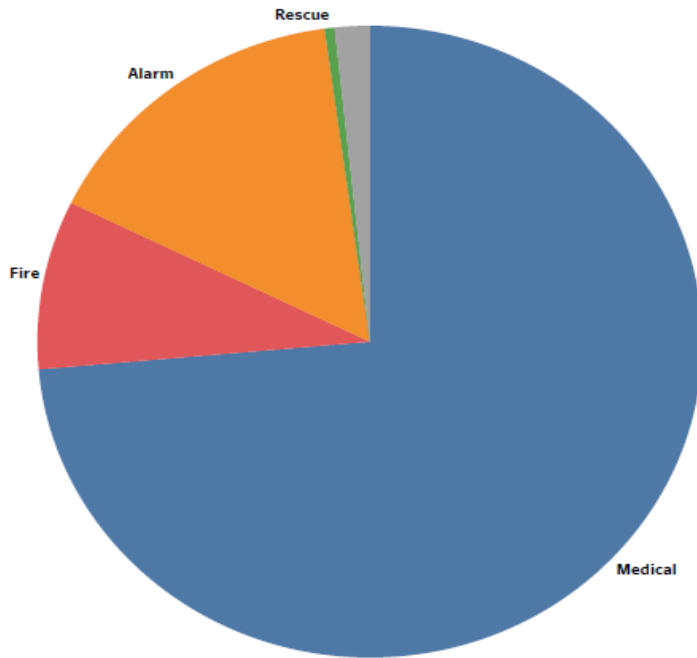
Monthly Incidents

Assigned Incidents for RANCHO SANTA FE FPD
March 2024

Agency
RANCHO SANTA FE FPD

Month
March 2024

Medical	307 incidents / 73.62%
Fire	36 incidents / 8.63%
Alarm	65 incidents / 15.59%
Rescue	2 incidents / 0.48%
Other	7 incidents / 1.68%
Grand Total	417 incidents / 100.00%



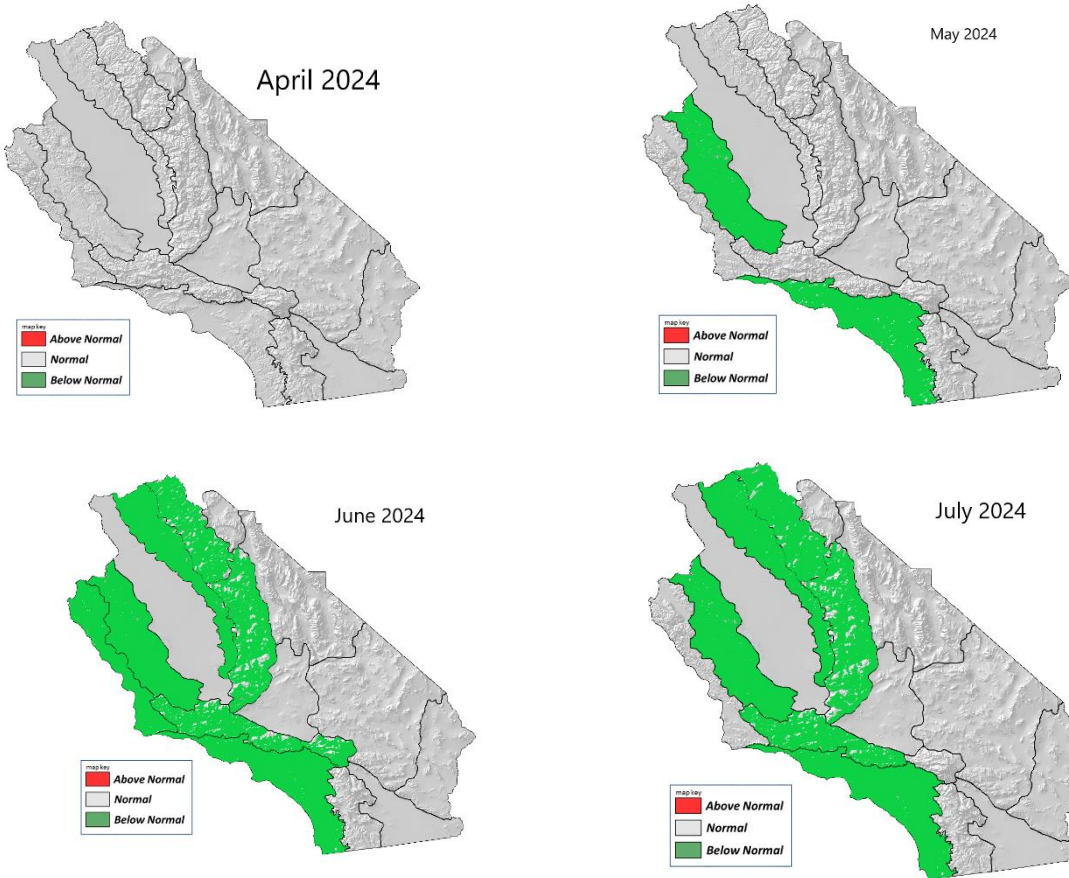
Problem Category

- Medical
- Fire
- Alarm
- Rescue
- Other

Data Source: AgencyDashboard_v3_Extract_v3
Data Last Updated: 4/1/2024 7:43:17 AM

Significant Incidents:

Date:	Incident:	Units Assigned:



April 2024 – July 2024 South Ops Highlights

- The odds show a moderate tilt towards a wetter than normal first half of April.
- Due to all of the precipitation in February, March and early April, the odds show a moderate to strong tilt towards below normal large fire potential for the beginning of fire season.
- The odds tilt towards a transition from an El Niño state of the equatorial Pacific to a neutral state of the El Niño Southern Oscillation (ENSO).

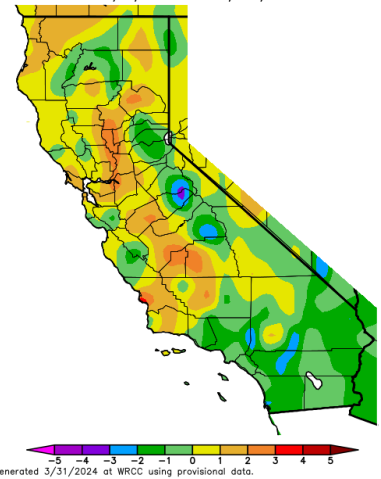


Weather Discussion

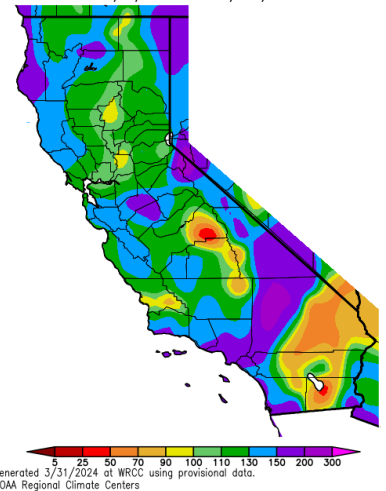
The past 3-month period remained above average for temperatures for most of the Central Valley, Central Coast Interior and Central Coast (**Figure 1**). The same period remained slightly below average for temperatures across much of the South Coast, Eastern and Southern Mountains as well as the Lower and Eastern Deserts. Due to an abnormally wet February, most areas across Southern California are running well above average for 3-month precipitation (**Figure 2**). Portions of the South Coast, Western Mountains, Eastern Mountains and high desert received upwards of 150% of the 3-month average precipitation for January through March. Snow water-equivalent anomalies are currently near-normal across the Sierra. The odds tilt in favor of a cool and wet weather pattern persisting across Southern California over the next couple of weeks.

Current sea surface temperature patterns in the equatorial Pacific suggest a weakening of the current El Niño state as all Niño regions experienced a slight to moderate cooling over the past month (**Figures 3 and 4**). The equatorial Pacific continues to remain in a weak El Niño state as of current due to the Niño 3.4 region sea surface temperature anomalies remaining around 1°C above normal (**Figure 3**).

Ave. Temperature dep from Ave (deg F)
1/1/2024 – 3/30/2024



**Fig 1: January 1st – March 30th
Temperature Departure from Average**
Percent of Average Precipitation (%)
1/1/2024 – 3/30/2024



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

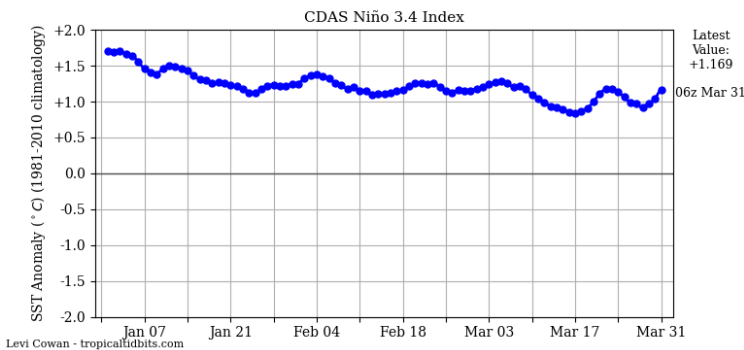


Fig 3: Niño 3.4 Region SST Anomaly

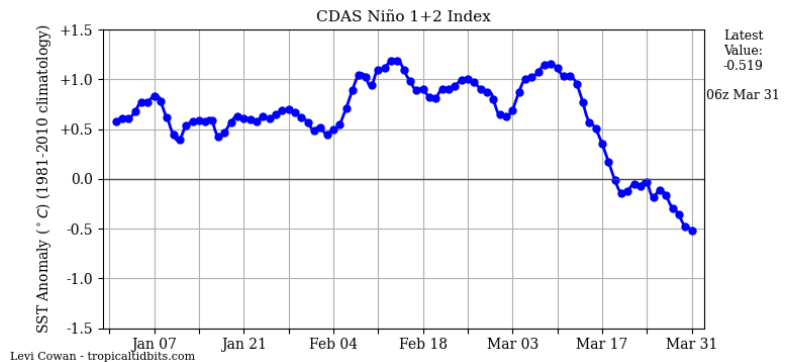


Fig 4: Niño 1+2 Region SST Anomaly



Fuels Discussion

Latest USDA Drought Monitor shows zero areas in drought status across Southern California (Figure 5). Small portions of the Northern Deserts as well as the Eastern Deserts remain abnormally dry (D0 status), though these areas are not in a formal drought.

Live fuel moistures continue to remain well above normal due to the abundance of precipitation during the late winter and early spring across Southern California (Figure 6). The live fuel component represents the overwhelming majority of the total fuel load and is thus weighted heavily in this month's seasonal outlook. Larger dead fuel (1000hr fuel) continues to remain above normal with respect to dead fuel moisture (Figure 7).

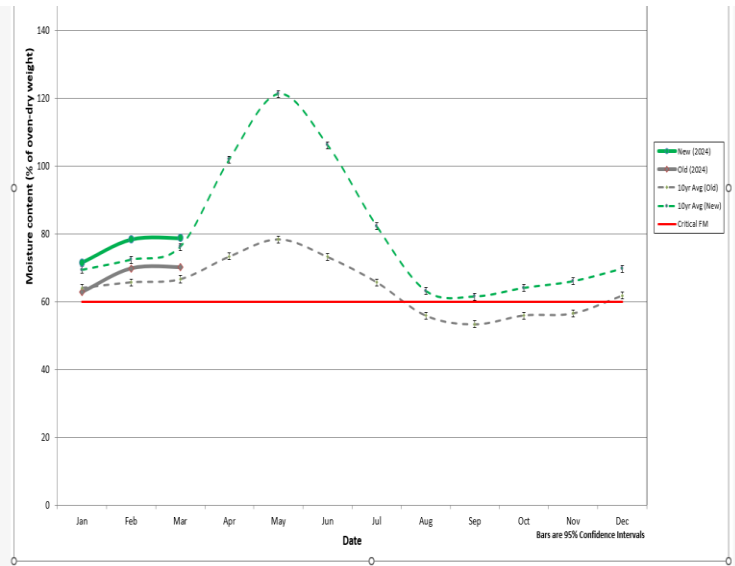


Fig 6: LPF Live Fuel Moisture March 13th



Map released: Thurs. March 28, 2024
Data valid: March 26, 2024 at 8 a.m. EDT

Intensity

- None
- D0 (Abnormally Dry)
- D1 (Moderate Drought)
- D2 (Severe Drought)
- D3 (Extreme Drought)
- D4 (Exceptional Drought)
- No Data

Authors

United States and Puerto Rico Author(s):
[Brad Rippey](#), U.S. Department of Agriculture
Pacific Islands and Virgin Islands Author(s):
[Richard Helm](#), NOAA/NCEI

Fig 5: USDA Drought Monitor March 28th

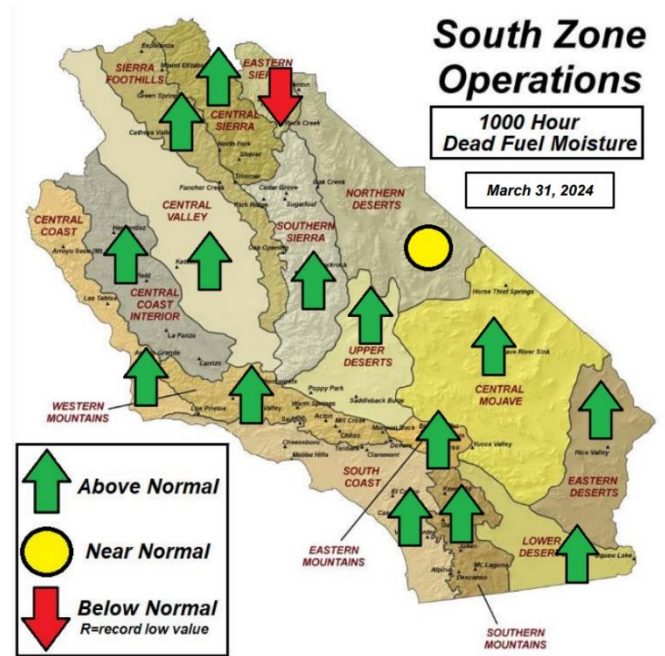


Fig 7: 1000hr Dead Fuel Moisture by PSA Map



SOUTH OPS OUTLOOK

The current sea surface temperature (SST) pattern across the equatorial Pacific suggests the beginning of a transition out of the El Niño state shown by cooler SST anomalies developing off the South American coast (**Figure 8**). Climate models suggest a weakening of the El Niño state and a transition into an El Niño Southern Oscillation (ENSO) Neutral state during this spring. The odds also tilt in favor of a potential transition into a weak La Niña state at the end of the forecast period for this seasonal outlook (**Figure 9**). This could potentially result in a drier weather pattern overall, especially for the end of the forecast period. There is good agreement between the NMME, CFSv2 and CanSIPS climate models with respect to the precipitation anomaly outlook for Southern California. All models show a slightly wetter than normal start to the period (April and May) and a slightly drier than normal end to the period (July).

Given the abundance of precipitation during the late winter and early spring months and above normal live and dead fuel moisture, the odds show a moderate tilt towards below normal large fire potential for all Predictive Services Areas (PSAs) where the climatological normal for large fire is non-zero. All PSAs where the climatological normal for large fires is zero, the odds show a slight to moderate tilt in favor of near-normal large fire potential.

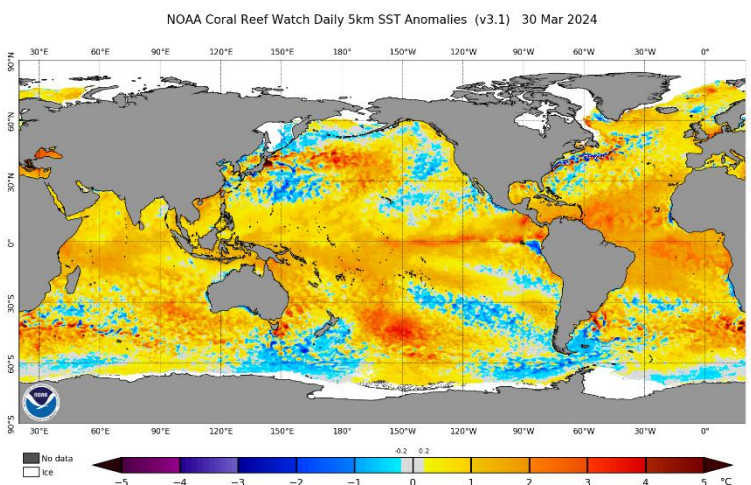


Fig 8: Sea Surface Temperature Anomaly, March 30th, 2023

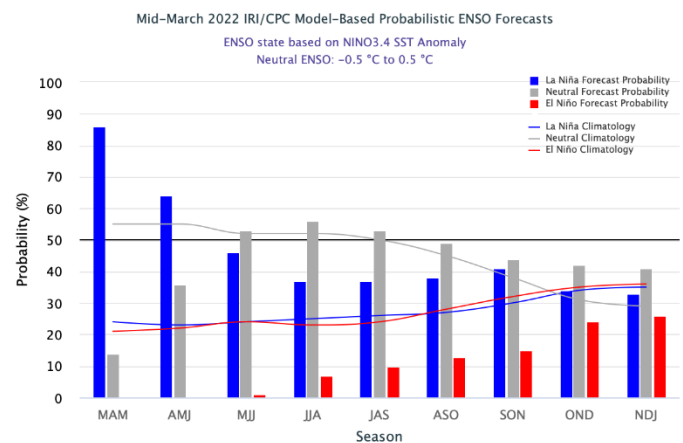


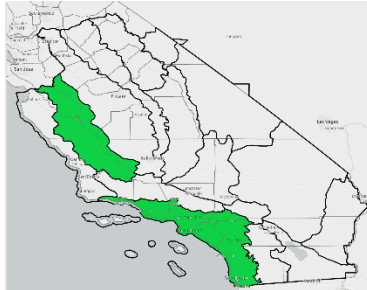
Fig 9: CPC/IRI Probabilistic ENSO Forecast



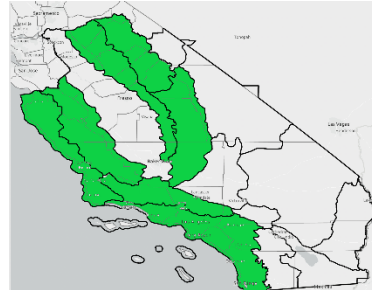
Maps with Counties and Select Intel Links used in the forecast



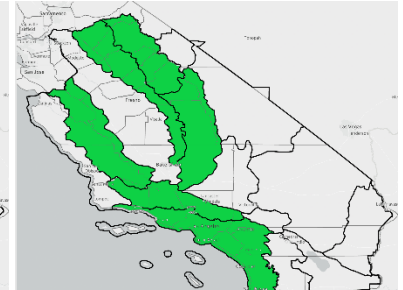
April 2024



May 2024

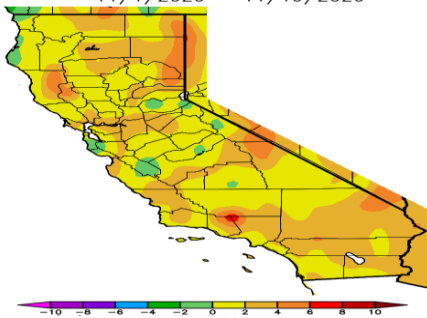


June 2024



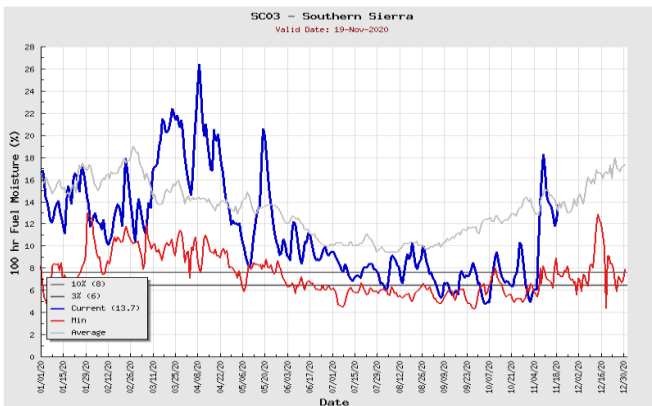
July 2024

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



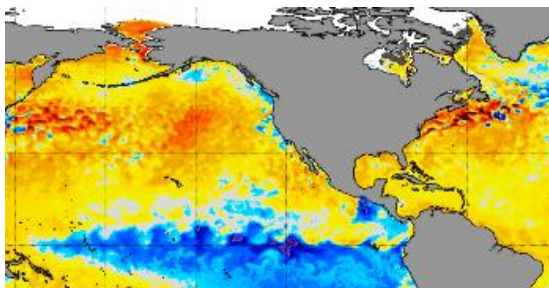
Climate

- <https://calclim.dri.edu/pages/anommaps.html>
- <https://droughtmonitor.unl.edu/>
- www.iri.columbia.edu



100 hr dead fuel moisture

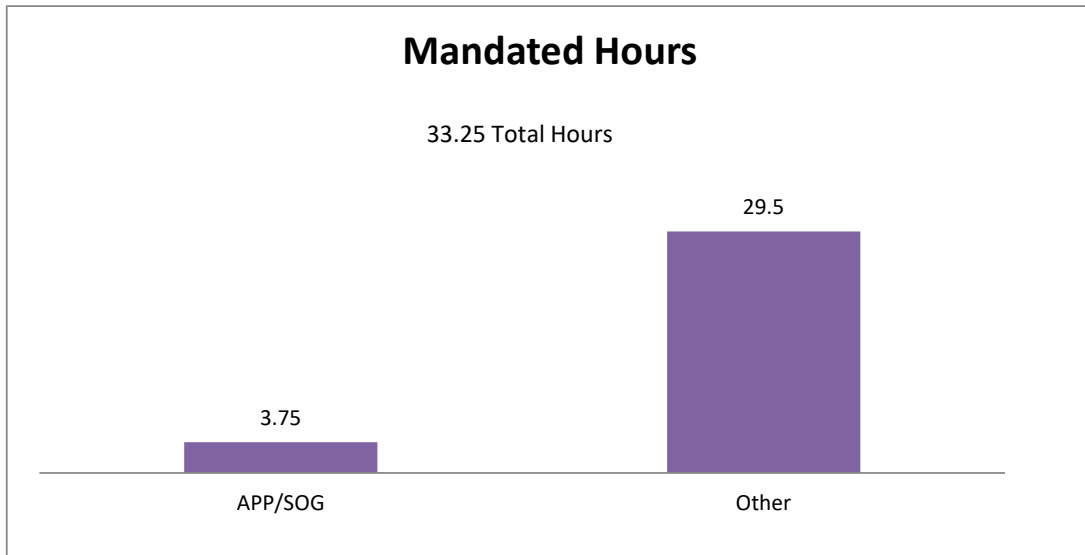
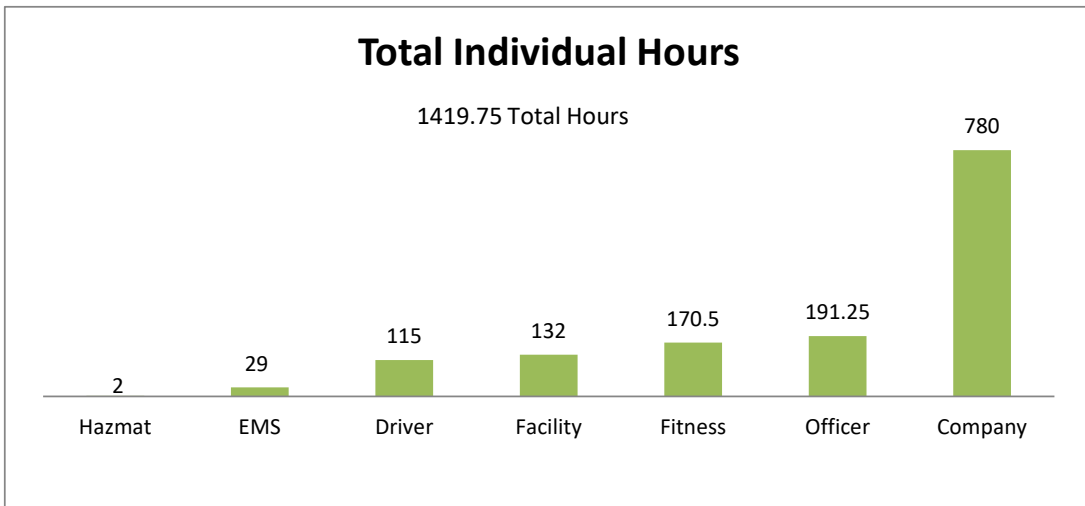
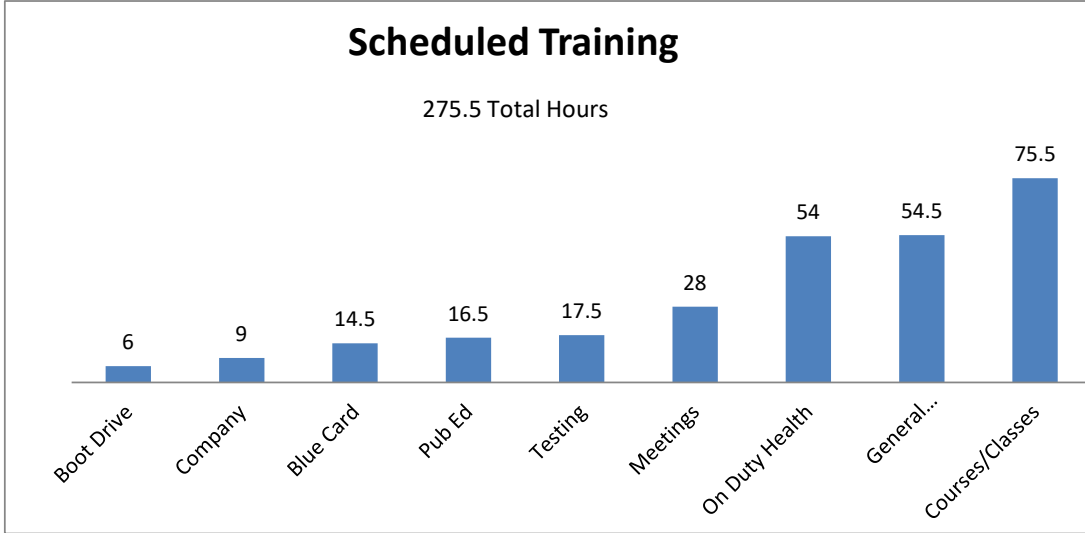
- https://gacc.nifc.gov/oscc/fuelsFireDanger_Hundred.php



Current sea surface temperatures

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

**Training Division
March 2024**



Training Division - Descriptions

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

STAFF REPORT

24-11

TO: BOARD OF DIRECTORS
FROM: DAVE MCQUEAD, FIRE CHIEF
SUBJECT: VERIZON LEASE CONTRACT EXTENSION
DATE: APRIL 17, 2024



RECOMMENDATION:

The Fire Chief requests Board of Director approval to execute the 2nd amendment (reference exhibit A) to the Verizon communication lease agreement originally dated February 11, 2004. The agreement references the Verizon cell tower located at the 16930 Four Gee Road, San Diego, 92127. The amendment was reviewed by District legal counsel.

BACKGROUND:

The original lease agreement (reference exhibit B) between the Rancho Santa Fe Fire Protection District (lessor) and Verizon Wireless (Lessee) was executed on February 11, 2004. The District and Verizon agreed on a first amendment (reference exhibit C) on March 10, 2008.

CURRENT:

The current lease is scheduled to expire on August 1, 2025. The district was contacted directly by American Tower (lease consultant) on behalf of Verizon Wireless in 2023. The district completed negotiations with Verizon in March of 2024. The 2nd amendment, if approved, will increase the monthly rent to \$3,250.00 starting August 1, 2025, with an annual Consumer Price Index (Los Angeles). The agreement will extend automatically with four (4) terms of five (5) years each.

SECOND AMENDMENT TO LEASE AGREEMENT

This Second Amendment to Lease Agreement (“**Amendment**”) is entered into _____, by and between Rancho Santa Fe Fire Protection District, a political subdivision of the State of California (“**Lessor**”), and Cellco Partnership, a Delaware general partnership d/b/a Verizon Wireless (“**Lessee**”), with principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920.

RECITALS

A. Lessor is the owner of that certain real property located at 16930 Four Gee Road, San Diego, California (“**Property**”).

B. Lessor and Lessee, as successor-in-interest to Verizon Wireless (VAW) LLC, dba Verizon Wireless, are parties to that certain Lease Agreement dated February 11, 2004, as amended by that certain First Amendment to Lease Agreement dated March 10, 2008 (as so amended, “**Lease**”), pursuant to which Lessor leases to Lessee certain ground space at the Property for the operation a communications facility.

C. The Lease term is scheduled to expire on August 10, 2025, and Lessor and Lessee have agreed to amend the Lease to: (i) extend the term of the Lease and (ii) increase the rent as provided herein.

AGREEMENT

NOW, THEREFORE, in consideration of the facts contained in the Recitals above, the mutual covenants and conditions below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Defined Terms.** Any capitalized terms used in this Amendment that are not defined herein will have the meanings given those terms in the Lease.
2. **Extension Terms.** Commencing on August 1, 2025, the Lease shall automatically extend for four (4) terms of five (5) years each, unless Lessee give Lessor written notice of its intent not to renew the Lease not less than ninety (90) days prior to the expiration of the then current term.
3. **Rent.** Commencing on August 1, 2025, the Base Monthly Rent shall increase to \$3,250.00 per month. Thereafter, the Base Monthly Rent shall increase as provided in the Lease.
4. **Continued Effect.** Except as specifically modified by this Amendment, all of the terms and conditions of the Lease shall remain in full force and effect. In the event of a conflict between any term or provision of the Lease and this Amendment, the terms and provisions of this Amendment shall control. All captions are for reference purposes only and shall not be used in the construction or interpretation of this Amendment.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Amendment to be executed by each party's duly authorized representative effective as of the date first above written.

LESSOR:

Rancho Santa Fe Fire Protection District, a political subdivision of the State of California

By: _____

Name: _____

Title: _____

Date: _____

LESSEE:

Cellco Partnership, a Delaware general partnership d/b/a Verizon Wireless

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

LEASE AGREEMENT

("Communications" Lease)

4S Fire Station
16930 Four Gee Road
San Diego, CA 92127

LESSOR: RANCHO SANTA FE FIRE
PROTECTION DISTRICT

LESSEE: VERIZON WIRELESS (VAW) LLC,
d/b/a VERIZON WIRELESS , a Delaware
limited liability company

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EXHIBIT A – LEGAL DESCRIPTION OF PROPERTY

EXHIBIT B – LEGAL DESCRIPTION OF THE PREMISES

EXHIBIT C – MEMORANDUM OF LEASE

EXHIBIT D - INSURANCE REQUIREMENTS

EXHIBIT B

LEASE AGREEMENT COMMUNICATIONS SITE

THIS LEASE AGREEMENT ("Lease") is made and entered into effective as of the 11th day of February, 2008 ("Effective Date"), by and between the RANCHO SANTA FE FIRE PROTECTION DISTRICT, a political subdivision of the State of California ("District"), and VERIZON WIRELESS (VAW) LLC, d/b/a VERIZON WIRELESS, a Delaware limited liability company ("Lessee").

IN CONSIDERATION OF THE RENTS AND COVENANTS hereinafter set forth, the District hereby leases to Lessee, and Lessee hereby leases from District, the premises described below upon the following terms and conditions:

ARTICLE 1 LEASE OF PREMISES

District is the owner or has required rights to that certain parcel of real property located at 16930 Four Gee Road, San Diego, CA 92127 which is commonly referred to as the 4S Station (the entirety of District's property is referred to hereinafter as the "Property" and is more particularly described in Exhibit "A" attached hereto and made a part hereof). District hereby leases to Lessee and Lessee hereby leases from District, for the rent and upon the covenants and conditions hereinafter set forth, a portion of the Property as delineated on Exhibit "B" attached hereto and made a part hereof ("Premises") to be used for the purpose of constructing, maintaining and operating a communications facility and uses incidental and all necessary appurtenances thereto. The Premises shall also include a non-exclusive right of access to the Premises, seven (7) days a week, twenty-four (24) hours a day, and a right to conduct any lawful activity related to the installation and maintenance of utility wires, cables, conduits and pipes to and from Lessee's equipment to the authorized utility sources.

ARTICLE 2 TERM

The term of this Lease shall be eleven (11) years commencing upon the Commencement Date as hereinafter defined and terminating eleven (11) years from the Commencement Date of this Lease. The Commencement Date is defined as the first (1st) day of the month following the date Lessee commences construction at the Premises, provided however, that notwithstanding the foregoing, the Commencement Date shall be no later than six (6) months from the date this Lease is executed by all parties. This lease shall automatically be extended for two (2) additional five (5) year terms unless Lessee terminates it at the end of the then current term by giving Lessor written notice of the intent to terminate at least six (6) months prior to the end of the then current term. This Lease may be terminated by Lessee without further liability on not less than thirty (30) days prior written notice as follows: (i) if Lessee does not obtain or maintain licenses, permits, or other approvals necessary to the construction or operation of Lessee's Facilities (as defined in Article 5) within nine (9) months of execution of

this Lease; (ii) if Lessee is unable to occupy or utilize the Premises due to a ruling or directive of the FCC or other governmental or regulatory agency, including, but not limited to, a take back of channels or change in frequencies; (iii) if the Premises or the Property is destroyed or damaged so as in the Lessee's reasonable judgement to hinder its effective use of the Premises, and District does not provide Lessee with a suitable temporary site for Lessee's Facilities, or District decides not to repair or rebuild in a manner reasonably suitable for Lessee's continuing use; or (iv) if Lessee determines that the Premises are not appropriate for its operations for economic, environmental, or technological reasons, including, without limitation, signal strength or interference. Upon termination, District will retain all prepaid rent unless such termination is due to District's failure of proper ownership or authority, or such termination is a result of District's default. Further, upon termination, Lessee shall, within sixty (60) days, remove all its equipment and return the Premises to its condition prior to the Lease, reasonable wear and tear excepted, with the exception that all trees will remain.

ARTICLE 3 RENT

3.1 Base Monthly Rent. Subject to adjustment as provided in Section 3.2, "Cost of Living Adjustment," below, Lessee shall pay as rent for the use and occupancy of the Premises the sum of One-Thousand Seven-Hundred Dollars (\$1,700.00) per month ("Base Monthly Rent"). Lessee shall pay said rent in advance, on the first day of each calendar month ("Rent Due Date"), without setoff, deduction, prior notice or demand, unless otherwise provided in this Lease, beginning on the Commencement Date

3.1.1 Rent During Extensions. All of the covenants, agreements, terms, provisions and conditions of this Lease, insofar as applicable and relevant, shall apply during any Extension Term except that Lessee shall pay to Lessor Base Monthly Rent for the first year of each Extension Term an amount equal to the then "prevailing market rental" as herein determined, but no event less than the Base Monthly Rent during the last month of the preceding term. For the purposes hereof, the "prevailing market rental" shall be determined as follows: During the period commencing ninety (90) days before the expiration of the term Lessor and Lessee shall attempt to determine Base Monthly Rent for the Premises for said first year of the Extension Term. If Lessor and Lessee are unable during such period to determine the Base Monthly Rent, they shall no later than sixty (60) days before the expiration of the term each appoint a qualified real estate consultant and the consultants so appointed shall jointly attempt to determine the Base Monthly Rent. If the Consultants are unable, by thirty (30) before the expiration of the term determine the Base Monthly Rent, the consultants shall jointly appoint a third consultant. The three consultants by a majority decision, rendered no later than before the expiration of the term, shall determine the Base Monthly Rent. In making a determination of the Base Monthly Rent, the consultants shall take into consideration the rental value of comparable sites in the immediate rental locale of the Premises and used for purposes similar to those of Lessee. Each consultant appointed hereunder shall be a licensed real estate broker in the State of California having at least fifteen (15) years experience in the leasing and appraisal of rental value of similar properties. No consultant selected hereunder shall have been previously employed or associated directly or indirectly, by either Lessor or Lessee. The determination of the Base Monthly Rent shall be

given by the consultants, in writing, to each Lessor and Lessee. Lessor and Lessee shall each pay separately the costs and expenses of the consultant appointed by them and the parties shall jointly pay the costs and expenses of the third consultant, if appointed. The agreed upon Base Monthly Rent will be subject to the same terms and conditions of the Cost Of Living Adjustments as set forth in paragraph 3.2 of this Lease.

3.2 Cost Of Living Adjustments ("COLA") to the Base Monthly Rent. The Base Monthly Rent provided for in Section 3.1 shall be adjusted as of the first (1st) anniversary of the Rent Commencement Date, and thereafter every year on such date for the remainder of the Term (each such one-year period is referred to herein as a "COLA Period"), to reflect any increase in the purchasing power of the dollar. In no event shall the Rent be less than rent from the preceding COLA Period. The rent adjustment to be effective during each COLA Period shall be determined by use of the following formula:

$$R=A (B/C)$$

Wherein:

"R" equals the adjusted Base Monthly Rent for each month of the COLA Period for which rent is being adjusted;

"A" equals the Base Monthly Rent set forth in Article 1;

"B" equals the monthly Consumer Price Index, as hereinafter defined, for the month immediately preceding the commencement of the COLA Period for which the rent is being adjusted; and

"C" equals the monthly Consumer Price Index, as hereinafter defined, for the month immediately preceding the commencement of the Term.

3.2.1 Consumer Price Index. The consumer price index which shall be used as the source Consumer Price Index numbers shall be that published by the United States Department of Labor, entitled United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for the Los Angeles-Anaheim-Riverside Area, all items of the index entitled "Consumer Price Index for All Urban Consumers" for the Los Angeles-Anaheim-Riverside Area (1982-84 = 100). In the event that such index is not published for the Los Angeles-Anaheim-Riverside Area, then another comparable index or source of such information generally recognized as authoritative shall be substituted by agreement of the parties. If the parties should not agree, such source of information shall be determined by arbitration pursuant to the provisions of the California Code of Civil Procedure.

3.3 Delivery of Rent Payments. All rent due under this Lease shall be made payable to the Rancho Santa Fe Fire Protection District, and shall be considered paid when delivered to:

Rancho Santa Fe Fire Protection District
P.O. Box 410
Rancho Santa Fe, California 92067

District may, at any time; by at least thirty (30) days prior written notice of any Rent Due Date to Lessee, designate a different address to which Lessee shall deliver the rent payments. District may, but is not obligated to, send monthly rent invoices to Lessee.

3.4 Failure to Pay Base Monthly Rent or Additional Rent; Late Charge.

a. If Lessee fails to pay rent due hereunder within ten (10) business days of written notice from District to Lessee that such rent has not been paid, such unpaid amounts shall bear interest at the rate of ten percent (10%) per year from the date due to the date of payment, computed on the basis of monthly compounding with actual days elapsed compared to a 360-day year. In addition to such interest, the late payment by Lessee of any monthly rental due hereunder will cause District to incur certain costs and expenses not contemplated under this Lease, the exact amount of which costs being extremely difficult or impracticable to fix. Such costs and expenses will include, without limitation, administrative and collection costs, and processing and accounting expenses. Therefore, if any such monthly rental is not received by District within ten (10) business days following the date Lessee receives written notice from the District that such monthly rental was not received, Lessee shall immediately pay to District a late charge equal to five percent (5%) of such overdue amount. This late charge represents a reasonable estimate of such costs and expenses and is fair compensation to District for its loss caused by Lessee's nonpayment. Should Lessee pay said late charge but fail to pay contemporaneously therewith all unpaid amounts of rent due hereunder, District's acceptance of this late charge shall not constitute a waiver of Lessee's default with respect to such nonpayment by Lessee nor prevent District from exercising all other rights and remedies available to District under this Lease or under law.

b. In the event of a dispute between the parties as to the correct amount of Base Monthly Rent owed by Lessee, District may accept any sum tendered by Lessee in payment thereof, without prejudice to District's claim as to the proper amount of rent owing. If it is later determined that Lessee has not paid the full amount of rent owing, the late charge specified herein shall apply only to that portion of the rent still due and payable from Lessee. Notwithstanding any provision of this Section to the contrary, however, District's Fire Chief may waive any delinquency payment or late charge upon written application of Lessee.

ARTICLE 4 SECURITY DEPOSIT

Lessee has paid or will pay to District the amount of One Thousand Dollars (\$1,000.00) as security for Lessee's performance of this Lease. District shall not be required to keep this Security Deposit separate from its general funds, and Lessee shall not be entitled to interest thereon. District may apply all or a part of the Security Deposit to any unpaid rent or other charges due from Lessee, or to cure any other defaults of Lessee under this Lease, including

repair and cleaning of the Premises at the expiration of the Term. If any portion of the Security Deposit is so applied, Lessee shall, within ten (10) days after District's demand, deposit cash sufficient to restore the Security Deposit to its original amount. In the event of bankruptcy or other debtor-creditor proceedings against Lessee, the Security Deposit shall be deemed to be applied first to the payment of rent and other charges due District for the periods prior to the filing of such proceedings. The security deposit will not be a limitation on District's damages or other rights under this Lease, or a payment of liquidated damages, or an advance payment of the rent. If Lessee pays the rent and performs all of its other obligations under this Lease, District will return the unused portion of the security deposit to Lessee within sixty (60) days after the end of the Term.

ARTICLE 5 POSSESSION AND USE

5.1 Permitted Uses. Lessee shall use the Premises for any lawful activity in relation to the construction, maintenance, and operation of a communications facility and uses incidental and all necessary appurtenances thereto. The communications facility may consist of an antenna system including all necessary connecting appurtenances sufficient to be a fully operable communications facility for its intended licensed communications coverage areas. Equipment may include, without limitation, radio transmitting and receiving equipment, batteries, utility lines, transmission lines, radio transmitting and receiving antennas and supporting structures, and improvements ("Lessee's Facilities). All improvements shall be at Lessee's expense. No one other than Lessee, its agents and employees, or any sublessee or assignee of Lessee authorized under this Lease or approved by District as provided in Article 13, "Assignment and Subletting," below, is permitted to use the Premises for the purposes described herein, and Lessee shall be fully responsible for the activities of its agents, employees and sublessees, if any, on the Premises.

5.2 Duties and Prohibited Conduct. Where Lessee is reasonably in doubt as to the propriety of any particular use, Lessee may request the written determination of District's Fire Chief that such use is or is not permitted, and Lessee will not be in breach or default under this Lease if Lessee abides by such determination. Notwithstanding the foregoing, however, Lessee shall not use nor permit the use of the Premises in any manner that will tend to create waste or a nuisance.

In its use of the Premises, Lessee will not interfere with the operations of District including, but not limited to, its emergency fire and medical services or other existing lessees of the District. In the event of any such interference, Lessee shall take all actions necessary to eliminate such interference in accordance with reasonable technical standards. If any such interference inhibits District's operations, and Lessee does not correct or commence to correct such interference within 24 hours following notice from District to Lessee, or if there are immediate levels of interference and Lessee does not correct or commence to correct such interference with thirty (30) days of receipt of written notice, Lessee shall discontinue operating such equipment, on District's written demand, unless and until it can be operated without interference, or shall replace the interfering equipment with alternative equipment that does not

cause such interference. Notwithstanding the foregoing, Lessee shall take immediate measures to eliminate any interference with emergency fire and medical services.

District agrees that it will require any subsequent occupants of the Property to provide ~~Lessee these same assurances against interference, and District shall have the obligation to~~ promptly eliminate any interference with the operations of Lessee caused by such subsequent occupants. If such interference is not eliminated, Lessee shall have the right to terminate this Lease or seek injunctive relief enjoining such interfering use generated by any other occupant of the Property. In the event that the interference is caused by District, the Lessee sole remedy is termination of the Lease.

Lessee shall not use, or permit the use of, the Premises other than as described above. Noncompliance by Lessee with this provision is grounds for termination of this Lease by the District. In any case where Lessee is, or should reasonably be, in doubt as to the propriety of a particular use, Lessee may request, and will not be in breach or default if Lessee abides by, the written determination of the Fire Chief that such use is or is not permitted. Lessee shall keep the Premises, and every part thereof, in a decent, safe and sanitary condition, free from any objectionable noises or odors, except as may be typically present for the permitted uses specified above.

ARTICLE 6 UTILITIES

If permitted by the local utility company servicing the Premises, Lessee shall furnish and install an electrical submeter at the Premises for the measurement of electrical power used by Lessee's installation. Lessee shall pay to District on the first of each month, commencing on the Commencement Date, an amount equal to one-twelfth (1/12) of the estimated annual electrical usage to be reasonably determined by District and Lessee prior to the Commencement Date and reasonably adjusted thereafter if agreed to by both parties. At least annually District will determine the actual electrical usage by Lessee. Should actual usage be less than the amounts already paid by Lessee, Lessee shall pay the additional amount within thirty (30) days of receipt of an invoice. Should actual usage be less than the amount paid, District shall refund said amount. District shall, at all times, provide electrical service within the Premises. Lessee shall be permitted to use, as necessary (during any power interruption at the Premises), a temporary power source of the District located on the Property.

ARTICLE 7 MECHANICS' LIENS

Lessee shall pay, or cause to be paid, all costs for work done by it, or caused to be done by it, on the Premises, and for all materials furnished for or in connection with any such work. If any lien is filed against the Premises, Lessee shall cause the lien to be discharged of record within ten (10) days after Lessee receives written notice that such a lien has been filed. Lessee shall indemnify, defend and hold District harmless from any and all liability, loss, damage, costs, attorneys' fees and all other expenses on account of claims of lien of laborers or materialmen or

others for work performed or materials or supplies furnished for Lessee or persons claiming under Lessee. Lessee shall have the right to contest the validity, nature, or amount of any such lien but, upon the final determination of such questions, shall immediately pay any adverse judgement rendered with all proper costs and charges and shall have the lien released at its own expense. If lessee desires to contest any such lien, then prior to commencing such contest, will post a bond, where necessary, to release the lien.

ARTICLE 8 SECURITY

Lessee shall be responsible for the security for the Lessee's Facilities only and District shall have no responsibility therefor. Lessee shall restrict access to the Premises by unauthorized persons.

ARTICLE 9 TAXES, ASSESSMENTS AND FEES

9.1 Responsibility for Payment of Taxes and Assessments. District shall not be obligated to pay any taxes or assessments accruing against Lessee on the Premises or any interest of Lessee therein before, during or after the Term, or any extension thereof; all such payments shall be the sole responsibility of Lessee. In addition, Lessee shall be solely responsible for payment of any taxes or assessments levied upon any Improvements, Fixtures or Personal Property located on the Premises, to the extent that such taxes or assessments result from the business or other activities of Lessee upon, or in connection with, the Premises.

9.2 Definition of "Taxes". As used herein, the term "taxes" means all taxes, governmental bonds, special assessments, Mello-Roos assessments, charges, rent income or transfer taxes, license and transaction fees, including, but not limited to, (i) any state, local, federal, personal or corporate income tax, or any real or personal property tax, (ii) any franchise, succession or transfer taxes, (iii) interest on taxes or penalties resulting from Lessee's failure to pay taxes, (iv) any increases in taxes attributable to the sale of Lessee's leasehold interest in the Premises, or (v) any taxes which are essentially payments to a governmental agency for the right to make improvements to the Premises.

9.3 Creation of Possessory Interest. Pursuant to the provisions of Revenue and Taxation Code section 107.6, Lessee is hereby advised that the terms of this Lease may result in the creation of a possessory interest. If such a possessory interest is vested in Lessee, Lessee may be subjected to the payment of real property taxes levied on such interest. Lessee shall be solely responsible for the payment of any such real property taxes. Lessee shall pay all such taxes when due, and shall not allow any such taxes, assessments or fees to become delinquent and a lien against the Premises or any improvement thereon; provided, however, that nothing herein shall be deemed to prevent or prohibit Lessee from contesting the validity of any such tax, assessment or fee in a manner authorized by law.

ARTICLE 10
LESSEE'S RIGHT TO CONSTRUCT IMPROVEMENTS

10.1 Construction Permits and Licenses. Lessee shall procure, at its sole cost and expense; all permits and licenses that are or may in the future become necessary or required for its operation on the Premises. Lessee further agrees not to allow or permit any fee or charge for such permit or license to become delinquent or to become a lien on said Premises or any improvement thereon. District agrees, at no expense to District, to cooperate with Lessee in making application for and obtaining all licenses, permits, and any and all necessary approvals that may be required for Lessee's intended use of the Premises.

10.2 As-Built Plans and Construction Costs. Within sixty (60) days following completion of any substantial improvements within the Premises, Lessee, or its Engineer or Architect, shall furnish District a complete set of "As-Built" plans.

10.3 Construction of Facilities. District and Lessee acknowledge that, as consideration for the granting of this Lease, and as a security for this Lease, Lessee agrees to install, erect and construct improvements on the Premises as shown on Exhibit "B" attached hereto. Installation, erection and construction of said improvements or any additional improvements shall be at Lessee's sole cost and expense and according to Working Drawings and Schedules delivered to and approved by the Fire Chief in writing no less than sixty (30) days prior to commencement of construction. Lessee shall make no improvement or construction including, but not limited to, trenching or concrete cutting, without first obtaining the prior written approval of District, which approval shall not be unreasonably withheld, conditioned or delayed. The Parties acknowledge that the Premises is an operating fire station and as such it shall not be deemed unreasonable for Lessor to condition or delay the installation, erection and construction of improvements in such a manner as to ensure that there will be no interference with emergency fire and medical services. In addition Lessee acknowledges that the concrete driveway is specifically designed to support the weight of a fire apparatus and as such agrees to replace or repair any cut concrete with the same depth and strength concrete. Further, District shall have the right to recommend the type of monopalm tower being constructed. Lessee, subject to regulatory approval, shall plant a minimum of three (3) palms of similar look to the monopalm tower.

10.4 Removal of Lessee's Fixtures, Equipment and Improvements. District agrees that all fixtures, equipment and improvements installed by Lessee in accordance with the provisions herein provided, and not being a replacement or repair of or for any improvement now existing and belonging to District, shall be and remain the property of Lessee. Lessee shall have the right to remove said fixtures, equipment and improvements prior to the termination of this Lease at its own expense, provided that any damage to District's property or improvements shall be repaired and the Premises left in as good order and condition as when Lessee took possession, normal wear and tear and casualty loss excepted. In the event Lessee does not so remove said fixtures and improvements within sixty (60) days of the expiration or earlier termination of this Lease, District, within sixty (60) days of expiration or termination of this lease, may remove and store said fixtures and equipment at Lessee's sole cost and expense, and Lessee shall pay to District the reasonable cost thereof, together with the reasonable cost of repair of resulting damages to

District's property or improvements. Notwithstanding the foregoing, any tree planted by Lessee shall remain on the Property after termination of the Lease.

ARTICLE 11 REPAIRS; MAINTENANCE

11.1 Acceptance of Premises. Lessee acknowledges that Lessee has made a thorough inspection of the Premises prior to the Commencement Date of this Lease, and that it accepts the Premises as of the Commencement Date in their condition at that time. Lessee further acknowledges that District has made no oral or written representations or warranties to Lessee regarding the condition of the Premises, and that Lessee is relying solely on its inspection of the Premises with respect thereto.

11.2 Lessee's Repair and Maintenance Obligations. Lessee shall maintain Lessee's Facilities including palm trees and shall make all repairs to the Premises necessitated by reason of the default or neglect of Lessee, its employees, agents, contractors, or subcontractors. Upon surrender of the Premises, Lessee shall deliver the Premises to District in good order, condition and state of repair, normal wear and tear excepted.

11.3 Lessee's Failure to Maintain. If Lessee refuses or neglects to repair, replace, or maintain the Premises, or any part thereof, in a manner reasonably satisfactory to District, District shall have the right, upon giving Lessee reasonable written notice of its election to do so, to make such repairs or perform such maintenance on behalf of and for the account of Lessee. If District makes or causes any such repairs to be made or performed, as provided for herein, Lessee shall pay the cost thereof to District, as additional rent, promptly upon receipt of an invoice therefore.

11.4 Right to Enter. In the event of an emergency situation which poses an immediate threat of substantial harm or damage to persons and/or property on District's Property and which requires entry on the Premises, District may enter the Premises and take such actions as are required to protect individuals or personal property from such immediate threat of substantial harm or damage; provided that promptly after such emergency entry into the Premises (and in no event later than twenty-four [24] hours), District gives telephonic and written notice to Lessee of District's entry onto the Premises. In addition to District's rights under the preceding sentence, District will have the right, exercisable not more than once during any calendar year, to enter the Premises to visually inspect the Premises upon thirty (30) days prior written notice to Lessee (which notice will specify the date and time on which District seeks to enter the Premises). Except in the event of an emergency situation, District agrees that it will not enter the Premises without a representative of Lessee being present. Nothing herein contained shall imply any duty on the part of District to do any such work that, under any provision of this Lease, Lessee may be required to do, nor shall District's performance of any repairs on behalf of Lessee constitute a waiver of Lessee's default in failing to do the same. No exercise by District of any rights herein reserved shall entitle Lessee to any compensation, damages or abatement of rent from District for any injury or inconvenience occasioned thereby unless otherwise provided in this Lease.

11.5 District Not Obligated to Repair or Maintain; Lessee's Waiver of California Civil Code Section 1942. To the extent that any remedies specified in this Lease conflict or are inconsistent with any provisions of California Civil Code section 1942, or any successor statute thereto ("CC §1942"), the provisions of this Lease shall control. Lessee specifically waives any right it may have pursuant to CC §1942 to effect maintenance or repairs to the Premises and to abate the costs thereof from rent due to the District under this Lease.

ARTICLE 12 INDEMNITY AND INSURANCE

12.1 Lessee's Indemnity. District shall not be liable for, and Lessee shall defend and indemnify District and its Directors, employees, attorneys, and agents of District (collectively "District Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to this Lease and arising either directly from any act, error, omission or negligence of Lessee or its contractors, licensees, agents, servants or employees. Lessee shall have no obligation, however, to defend or indemnify District Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the negligence or willful misconduct of District Parties.

12.2 District's Indemnity. District shall defend and indemnify Lessee and hold it harmless from and against any Claims related to this Lease that arise from any act, omission or negligence of District Parties.

12.3 Covered Claims. The obligations of Lessee and District hereunder to indemnify, defend and hold each other harmless shall not apply to the extent that insurance carried by Lessee or District, other than any program of self-insurance covered by either party, covers any Claim.

12.4 Lessee's Insurance Obligations. Without limiting Lessee's indemnification obligations to District under this Lease, Lessee shall provide and maintain, during the Term and for such other period as may be required herein, at its sole expense, insurance in the amounts and form specified in Exhibit "D," attached hereto.

12.5 District's Insurance Obligations. District maintains a policy of All-Risk Insurance covering the District's Property including any fixtures and/or equipment owned by District that is located on or contained therein. The District utilizes a program of self-funding with regard to any liability it may incur for personal injury or property damage arising out its use or occupancy of the Property.

ARTICLE 13
HAZARDOUS MATERIALS

13.1 Hazardous Materials Laws-Definition. As used in this section, the term "Hazardous Materials Laws" means any and all federal, state or local laws or ordinances, rules, decrees, orders, regulations or court decisions (including the so-called "common law"), including without limitation the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C., § 9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C., § 1801 et seq.), the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C., § 6901 et seq.), and the California Environmental Quality Act of 1970, relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under or about the Premises, soil and ground water conditions or other similar substances or conditions.

13.2 Hazardous Materials - Definition. As used in this section the term "Hazardous Materials" means any chemical, compound, material, substance or other matter that:

- a. is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials;
- b. is controlled, referred to, designated in or governed by any Hazardous Materials Laws;
- c. gives rise to any reporting, notice or publication requirements under any Hazardous Materials Laws, or
- d. is any other material or substance giving rise to any liability, responsibility or duty upon the District or Lessee with respect to any third person under any Hazardous Materials Law.

13.3 Lessee's Representations and Warranties. Lessee represents and warrants that, during the Term or any extension thereof, or for such longer period as may be specified herein, Lessee shall comply with the following provisions of this Section unless otherwise specifically approved in writing by District's Fire Chief:

- a. Lessee shall not cause or permit any Hazardous Materials to be brought, kept or used in or about the Premises by Lessee, its agents, employees, sublessees, assigns, contractors or invitees, except as reasonably required by Lessee for Lessee's permitted use of the Premises, as described in Section 5.1, "Permitted Uses."
- b. Any handling, transportation, storage, treatment or usage by Lessee of Hazardous Materials that is to occur on the Premises following the Commencement Date shall be in compliance with all applicable Hazardous Materials Laws;
- c. Any leaks, spills, release, discharge, emission or disposal of Hazardous Materials at the Premises that are directly caused by Lessee following the Commencement Date shall be

promptly and thoroughly cleaned and removed from the Premises by Lessee at its sole expense, and any such discharge shall be promptly reported in writing to District, and to any other appropriate governmental regulatory authorities as required by law;

d. No friable asbestos shall be constructed, placed on, deposited, stored, disposed of, or located by Lessee in the Premises;

e. No underground improvements, including but not limited to treatment or storage tanks, or water, gas or oil wells shall be located by Lessee on the Premises without District's prior written consent;

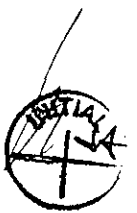
f. In the event Lessee causes a spill or discharge of Hazardous Materials at the Premises, Lessee shall conduct and complete all investigations, studies, sampling, and testing procedures and all remedial, removal, and other actions necessary to clean up and remove all such Hazardous Materials on, from, or affecting the Premises in accordance with all applicable Hazardous Materials' Laws and to the satisfaction of District;

g. ^{Upon request,} Lessee shall promptly ^{regarding the Premises} supply District with copies of all notices, reports, correspondence, and submissions made by Lessee to the United States Environmental Protection Agency, the United Occupational Safety and Health Administration, and any other local, state or federal authority which requires submission of any information concerning environmental matters or hazardous wastes or substances pursuant to applicable Hazardous Materials' Laws;

h. Lessee shall promptly notify District of any liens threatened or attached against the Premises pursuant to any Hazardous Materials' Law as a result of any Hazardous Materials brought on the Premises by Lessee. If such a lien is filed against the Premises, then, within the earlier of (i) twenty (20) days following such filing, or (ii) before any governmental authority commences proceedings to sell the Premises pursuant to the lien, Lessee shall either: (a) pay the claim and remove the lien from the Premises, or (b) furnish either (1) a bond or cash deposit reasonably satisfactory to District in an amount not less than the claim from which the lien arises, or (2) other security satisfactory to District in an amount not less than that which is sufficient to discharge the claim from which the lien arises. At the end of this lease, Lessee shall surrender the Premises to District free of any and all Hazardous Materials brought on the Premises by Lessee and in compliance with all Hazardous Materials' Laws affecting the Premises.

13.4 Indemnification.

a. Lessee (and, if applicable, each of its general partners) and its successors, assigns, and guarantors, if any, jointly and severally agree to protect, indemnify, defend (with counsel approved by District) reimburse and hold District and its officers, Directors, employees, attorneys, and agents harmless from any claims, judgments, damages, penalties, fines, costs or expenses (known or unknown, contingent or otherwise), liabilities (including sums paid in settlement of claims), personal injury (including wrongful death), property damage (real or personal) or loss, including attorneys' fees, consultants' fees, and experts' fees (consultants and



experts to be approved by District) which arise during or after the Term from the storage, use, discharge and/or disposal of Hazardous Materials by Lessee, its employees or agents during the Term anywhere in the Premises, including the soil, ground water or soil vapor on or under the Premises. Without limiting the generality of the foregoing, the indemnification provided by this section shall specifically cover costs incurred in connection with investigation of site conditions or any cleanup, remedial, removal or restoration work required by any Hazardous Materials Laws because of the presence of Hazardous Materials in the soil, ground water or soil vapor on the Premises, and the release or discharge of Hazardous Materials by Lessee during the course of Lessee's alteration or improvement of the Premises.

b. District hereby represents and warrants that, to the best of District's knowledge, information, and belief, the Premises and Property are presently free of all Hazardous Materials. District shall indemnify, defend, protect, and hold Lessee harmless from and against any and all claims, loss, proceedings, damages, cause of action, liability, costs, or expenses (including attorney's fees) arising as a result of any Hazardous Materials which exist within the District's Property, common areas, building, or the Premises as of the date this Lease is fully executed and any Hazardous Materials which are present within the Property, common areas, building, or the Premises after said date which are not the direct result of the activities of Lessee. Without limiting the generality of the foregoing, the indemnification provided by this section shall specifically cover costs incurred in connection with investigation of site conditions or any cleanup, remedial, removal or restoration work required by any Hazardous Materials Laws because of the presence of Hazardous Materials in the soil, ground water or soil vapor on the Property and Premises, and the release or discharge of Hazardous Materials by District during the course of Lessee's tenancy at the Premises.

13.5 Remedies Cumulative; Survival. The provisions of this Article shall be in addition to any and all reciprocal obligations and liabilities that the Lessee and District may have at common law, and any remedies and the environmental indemnities provided for herein shall survive the expiration or termination of this Lease and/or any transfer of all or any portion of the Premises, or of any interest in this Lease, and shall be governed by the laws of the State of California.

ARTICLE 14 ASSIGNMENT AND SUBLETTING

Except as otherwise provided herein, Lessee shall not voluntarily or involuntarily assign, sublease, mortgage, encumber, or otherwise transfer (collectively, a "Transfer") all or any portion of the Premises or its interest in this Lease without District's prior written consent, and said consent may not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing District may withhold its consent to any sublease which adds additional users to the Property and Premises. Any attempted Transfer without District's consent shall be void and shall constitute a material breach of this Lease. As used herein, the term "Transfer" shall include an arrangement (including without limitation management agreements, concessions, and licenses) that allows the use and occupancy of all or part of the Premises by anyone other than Lessee.

Lessee may freely assign this Lease at any time to any of Lessee's principles, affiliates, subsidiaries of its principals; to any entity which acquires all or substantially all of Lessee's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization; or to any entity which acquires or receives an interest in the majority of communication towers of Lessee in the market defined by the Federal Communications Commission in which the Property is located.

ARTICLE 15 DISTRICT'S RIGHT OF ACCESS

District, its agents, employees, and contractors may enter the Premises pursuant to the terms of paragraph 11.4 above. Lessee waives any claim of injury or inconvenience to Lessee's business, interference with Lessee's business, loss of occupancy or quiet enjoyment of the Premises, or any other loss occasioned by such entry. If necessary, Lessee shall provide District with keys to unlock all of the doors or gates in the Premises (excluding Lessee's vaults, safes, and similar areas designated in writing by Lessee in advance). District will have the right to use any means that District may deem proper to open doors in the Premises and to the Premises in an emergency. No entry to the Premises by District by any means will be a forcible or unlawful entry into the Premises or a detainer of the Premises or an eviction, actual or constructive, of Lessee from the Premises, or any part of the Premises, nor will the entry entitle Lessee to damages or an abatement of rent or other charges that this Lease requires Lessee to pay unless otherwise provided in this Lease.

ARTICLE 16 QUIET ENJOYMENT

If Lessee is not in breach under the covenants made in this Lease, District covenants that Lessee shall have peaceful and quiet enjoyment of the Premises without hindrance on the part of District. District will defend Lessee in the peaceful and quiet enjoyment of the Premises against claims of all persons claiming through or under the District.

ARTICLE 17 NOTICES

17.1 Notices. Whenever in this Lease it shall be required or permitted that notice or demand be given or served by either party to this Lease to or on the other, such notice or demand shall be in writing, mailed or delivered to the other party at the following addresses:

To District: Rancho Santa Fe Fire Protection District
P.O. Box 410
Rancho Santa Fe, California 92067

With Copy to: Stephen J. Fitch, Esq.
Stephen J. Fitch & Associates, APC
3465 Camino Del Rio South, Ste. 250
San Diego, California 92108

To Lessee: Verizon Wireless (VAW) LLC,
d/b/a Verizon Wireless
ATTN: Network Real Estate
180 Washington Valley Road
Bedminster, New Jersey 07921

Mailed notices shall be sent by United States Postal Service, certified or registered mail, postage prepaid and shall be deemed to have been given, delivered and received upon receipt or refusal as shown on the receipt. All other such notices or other communications shall be deemed given, delivered and received upon actual receipt. Either party may, by written notice delivered pursuant to this provision, at any time designate a different address to which notices shall be sent.

17.2 Default Notices. Notwithstanding anything to the contrary contained within this Article, any notices District is required or authorized to deliver to Lessee in order to advise Lessee of alleged violations of Lessee's covenants under this Lease must be in writing but shall be deemed to have been duly given or served upon Lessee by District mailing a copy of such notice to Lessee in the manner specified in the preceding Section.

ARTICLE 18 WAIVER OF RELOCATION ASSISTANCE BENEFITS

18.1 Relocation Assistance Benefits. Lessee is hereby informed and acknowledges the following:

a. By entering into this Lease and becoming a tenant of District, Lessee may become entitled to receipt of "relocation assistance benefits" ("Relocation Benefits") pursuant to the Federal Uniform Relocation Assistance Act (42 U.S.C. §§ 4601 et seq.) and/or the California Relocation Assistance Law (Cal. Gov. Code §§ 7270 et seq.) (collectively, the "Relocation Statutes"), should District at some time make use of the Premises in such a way as to "displace" Lessee from the Premises. Pursuant to the Relocation Statutes, District may then become obligated to make such payments to Lessee even where such displacement of Lessee does not otherwise constitute a breach or default by District of its obligations pursuant to this Lease.

b. Under the Relocation Statutes in effect as of the Effective Date of this Lease, Relocation Benefits may include payment to such a "displaced person" of (i) the actual and reasonable expense of moving himself or herself and a family, business, or farm operation, including personal property, (ii) the actual direct loss of reestablishing a business or farm operation, but not to exceed Ten Thousand Dollars (\$10,000), or (iii) payment in lieu of moving

expenses of not less than One Thousand Dollars (\$1,000) or more than Twenty Thousand Dollars (\$20,000).

18.2 Lessee's Waiver and Release of Relocation Benefits. In consideration of District's agreement to enter into this Lease, Lessee hereby waives any and all rights it may now have, or may hereafter obtain, to Relocation Benefits arising out of the District's assertion or exercise of its contractual rights to terminate this Lease pursuant to its terms, whether or not such rights are contested by Lessee or any other entity, and releases District from any liability for payment of such Relocation Benefits; provided, however, that Lessee does not waive its rights to Relocation Benefits to the extent that Lessee's entitlement thereto may arise out of any condemnation or pre-condemnation actions taken by the District or any other public agency with respect to the Premises. Lessee shall in the future execute any further documentation of the release and waiver provided hereby as District may reasonably require.

ARTICLE 19 GENERAL PROVISIONS

19.1 Authority. District and Lessee each represent and warrant to the other party that it has full power and authority to execute and fully perform its obligations under this Lease pursuant to its governing instruments, without the need for any further action, and that the person(s) executing this Lease on behalf of such party are the duly designated agents authorized to do so.

19.2 Brokers. District and Lessee each warrant to the other party that it has had no dealings with any real estate broker or agent in connection with the negotiation and/or execution of this Lease. In the event any broker other than the brokers acknowledged in writing by the parties make claim for monies owed, the party violating this warranty shall indemnify, defend and hold the other party harmless therefrom.

19.3 Captions. The captions, headings and index appearing in this Lease are inserted for convenience only and in no way define, limit, construe, or describe the scope or intent of the provisions of this Lease.

19.4 District Approval. Except where stated herein to the contrary, the phrases "District's approval," and "District's written approval" or such similar phrases shall mean approval of District's Fire Chief or said Fire Chief's representative as authorized by said District in writing.

19.5 Cumulative Remedies. In the event of a default under this Lease, each party's remedies shall be limited to those remedies set forth in this Lease; any such remedies are cumulative and not exclusive of any other remedies under this Lease to which the non-defaulting party may be entitled.

19.6 Entire Agreement. This Lease, together with all addenda, exhibits and riders attached hereto, constitutes the entire agreement between the parties with respect to the subject

matter hereof, and all prior or contemporaneous agreements, understandings and representations, oral or written, are superseded.

19.7 Estoppel Certificate. Either party may request from the other party, that within twenty (20) business days of written notice from the requesting party, execute and deliver to the requesting party a statement in writing certifying that this Lease is unmodified and in full force and effect or, if modified, stating the nature of such modification. The responding party's statement shall include other details requested by the requesting party, such as the date to which rent and other charges are paid, the current ownership and name of the responding party, the responding party's knowledge concerning any outstanding defaults with respect to the requesting party's obligations under this Lease and the nature of such defaults if they are claims. Any such statement may be relied upon conclusively by any prospective purchaser or encumbrancer of the Premises. A party's failure to deliver such statements within such time shall be conclusive upon said party that this Lease is in full force and effect, except to the extent any modification has been represented by the requesting party, and that there are no uncured defaults in the requesting party's performance, and (if applicable) that not more than one month's rent has been paid in advance.

19.8 Exhibits. All exhibits referred to herein are attached hereto and incorporated by reference.

19.9 Force Majeure. In the event either party is prevented or delayed from performing any act or discharging any obligation hereunder, except for the payment of rent by Lessee, because of any and all causes beyond either party's reasonable control, including unusual delays in deliveries, abnormal adverse weather conditions, unavoidable casualties, strikes, labor disputes, inability to obtain labor, materials or equipment, acts of God, governmental restrictions, regulations or controls, any hostile government actions, civil commotion and fire or other casualty, legal actions attacking the validity of this Lease or the District's occupancy of the Premises, or any other casualties beyond the reasonable control of either party except casualties resulting from Lessee's negligent operation or maintenance of the Premises ("Force Majeure"), performance of such act shall be excused for the period of such delay, and the period for performance of such act shall be extended for a period equivalent to the period of such delay. Force Majeure shall not include any bankruptcy, insolvency, or other financial inability on the part of either party hereto.

19.10 Governing Law. This Lease shall be governed, construed and enforced in accordance with the laws of the State of California.

19.11 Interpretation. The parties have each agreed to the use of the particular language of the provisions of this Lease, and any question of doubtful interpretation shall not be resolved by any rule of interpretation providing for interpretation against the parties who cause an uncertainty to exist or against the draftsman.

19.12 Joint and Several Liability. If more than one person or entity executes this Lease as Lessee, each of them is jointly and severally liable for all of the obligations of Lessee hereunder.

19.13 Lease Administration. This Lease shall be administered on behalf of District by the Fire Chief or by such person's duly-authorized designee (referred to collectively herein as "District's Fire Chief"), and on behalf of Lessee by: Verizon Wireless (VAW) LLC, d/b/a Verizon Wireless, Attn: Network Real Estate, 180 Washington Valley Road, Bedminster, New Jersey 07921, or by such other person as may be designated in writing by Lessee (referred to collectively herein as "Lessee's Fire Chief").

19.14 Lessee's Lease Administration. Lessee confirms that Lessee's Fire Chief has been given full operational responsibility for compliance with the terms of this Lease. District may contact Lessee's representative identified under Article 17.1 to resolve problems or answer question pertaining to this Lease and Lessee's operations on the Premises.

19.15 Liquidated Damages. Any payments by Lessee to District under this Lease described as liquidated damages represent the parties' reasonable estimate of District's actual damages under the described circumstances, such actual damages being uncertain and difficult to ascertain in light of the impossibility of foreseeing the state of the leasing market at the time of the various deadlines set forth herein. District may, at its election, take any of the liquidated damages assessed in any portion of this Lease as direct monetary payments from Lessee and/or as an increase of rent due from Lessee under this Lease.

19.16 Modification. The provisions of this Lease may not be modified, except by a written instrument signed by both parties.

19.17 Partial Invalidity. If any provision of this Lease is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby. Each provision shall be valid and enforceable to the fullest extent permitted by law.

19.18 Payments. Except as may otherwise be expressly stated, each payment required to be made by Lessee shall be in addition to and not in substitution for other payments to be made by Lessee.

19.19 Successors & Assigns. This Lease shall be binding on and inure to the benefit of the parties and their successors and assigns, except as may otherwise be provided herein.

19.20 Time of Essence. Time is of the essence of each and every provision of this Lease.

19.21 Waiver. No provision of this Lease or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed. The waiver by District of any breach of any term, covenant or condition contained in this Lease shall not be

deemed to be a waiver of such term, covenant or condition of any subsequent breach thereof, or of any other term, covenant or condition contained in this Lease. District's subsequent acceptance of partial rent or performance by Lessee shall not be deemed to be an accord and satisfaction or a waiver of any preceding breach by Lessee of any term, covenant or condition of this Lease or of any right of District to a forfeiture of the Lease by reason of such breach, regardless of District's knowledge of such preceding breach at the time of District's acceptance. The failure on the part of District to require exact or full and complete compliance with any of the covenants, conditions of agreements of this Lease shall not be construed as in any manner changing or waiving the terms of this Lease or as estopping District from enforcing in full the provisions hereof. No custom or practice which may arise or grow up between the parties hereto in the course of administering this Lease shall be construed to waive, estop or in any way lessen the right of District to insist upon the full performance of, or compliance with, any term, covenant or condition hereof by Lessee, or construed to inhibit or prevent the rights of District to exercise its rights with respect to any default, dereliction or breach of this Lease by Lessee.

19.22 Memorandum Of Lease. Both parties agree that, upon the request of a party, the parties will promptly execute and deliver a recordable Memorandum of this Lease in the form of Exhibit "C." (VERIZON WIRELESS TO PROVIDE IF REQUIRED)

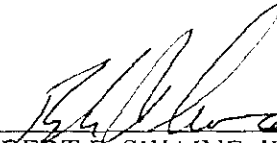
[SIGNATURE PAGE FOLLOWS]

EXHIBIT C

IN WITNESS WHEREOF, the District and Lessee have duly executed this Lease as of the day and year first above written.

LESSEE: VERIZON WIRELESS (VAW) LLC,
d/b/a VERIZON WIRELESS

Dated: 12-29-03

By: 
ROBERT F. SWAINE, West Area Vice
Vice President, Network

RANCHO SANTA FE
FIRE PROTECTION DISTRICT

Dated: 2-11-04

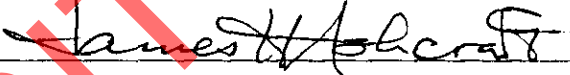
By: 

EXHIBIT B

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AS DESCRIBED AS FOLLOWS:

LOT 118 OF COUNTY OF SAN DIEGO TRACT 5070-1, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 13734, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MARCH 18, 1999.

TOGETHER WITH A PORTION OF PARCEL 1 OF PARCEL MAP NO. 14704, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, FEBRUARY 26, 1987 AS FILE/PAGE NO. 87-102466 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

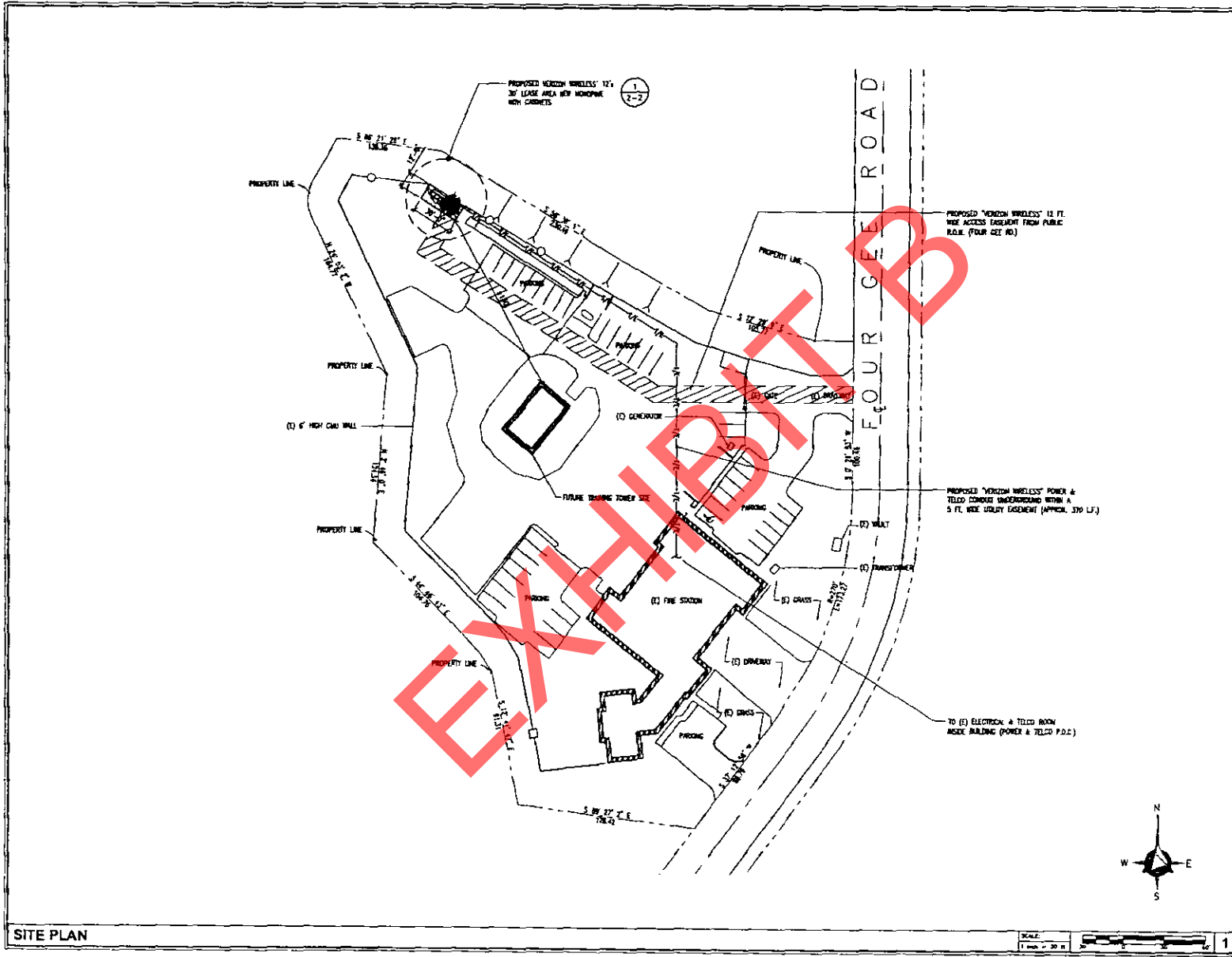
BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT 118 OF MAP NO. 13734; THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL 1, NORTH 89°26'59" WEST, 128.42 FEET; THENCE LEAVING SAID LINE, NORTH 10°30'45" WEST, 37.14 FEET; THENCE NORTH 14°55'54" WEST, 36.29 FEET; THENCE NORTH 17°40'16" WEST, 32.83 FEET; THENCE NORTH 32°09'45" WEST, 22.91 FEET; THENCE NORTH 44°46'43" WEST, 98.30 FEET; THENCE NORTH 02°45'00" EAST, 27.83 FEET, TO A CORNER ON THE SOUTHERLY LINE OF SAID LOT 118; THENCE ALONG SAID SOUTHERLY LINE OF LOT 118; SOUTH 70°09'08" EAST, 152.30 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY LINE OF LOT 118, SOUTH 28°20'35" EAST, 192.43 FEET TO THE POINT OF BEGINNING.

ASSESSOR'S PARCEL NUMBER: 678-422-08-00

EXHIBIT B
DESCRIPTION OF THE PREMISES

SEE ATTACHED

EXHIBIT B



verizon wireless
 15505 SAND CANYON AVE.
 BUILDING 10 1ST FLOOR
 IRVINE, CA 92614
 PHONE (949)284-7000

DELTA GROUPS ENGINEERING, INC.
 CONSULTING ENGINEERS
 5 PARK PLAZA, SUITE 1400
 IRVINE, CA 92614
 TEL: (949) 822-0333 FAX: (949) 627-0339

DOE JOB # 1034VW037A

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SITE NAME: **FIRE WATER**

SITE ADDRESS: **16930 FOUR GEE RD. SAN DIEGO, CA. 91217-2629**

NO.	DATE	DESCRIPTION
1	09/05/03	ISSUED FOR ZONING

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DRAWN BY: EL
 CHECKED BY: DT

SPACE RESERVED FOR PROFESSIONAL SEAL

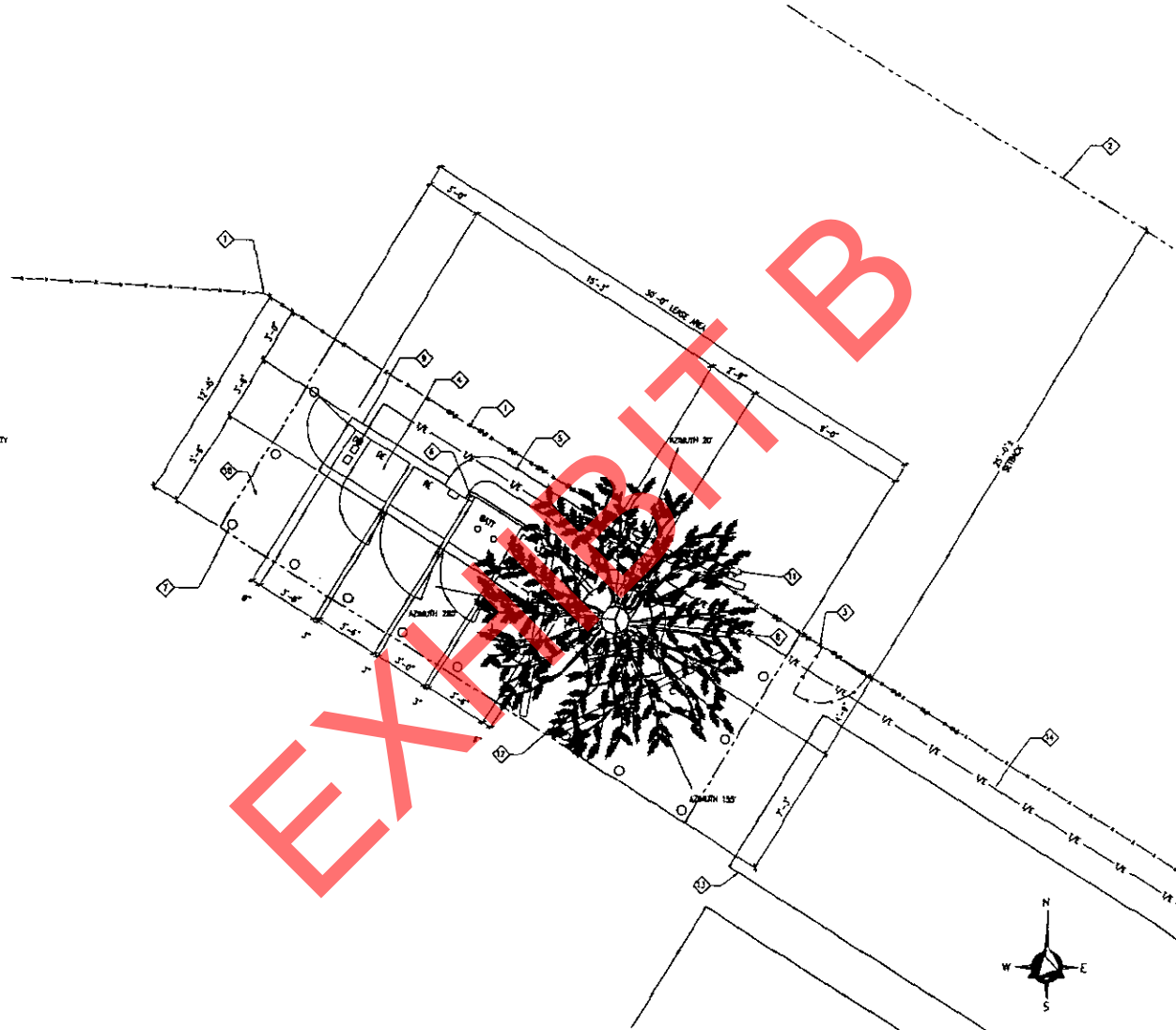
SHEET TITLE: **SITE PLAN**

SHEET NUMBER: **Z-1**

Exhibit B

KEY NOTES:

- ① 6'-0" HIGH CHAIN LINK FENCE WITH WHTL SLATS
- ② PROPERTY LINE
- ③ CHAIN LINK SPRING GATE
- ④ PROPOSED "VERIZON WIRELESS" EQUIPMENT CABINETS
- ⑤ PROPOSED "VERIZON WIRELESS" COAT CABLE TRAY
- ⑥ PROPOSED "VERIZON WIRELESS" GPS ANTENNA, MOUNTED AT THE BACK OF EXISTING CHIMNEY
- ⑦ PROPOSED "VERIZON WIRELESS" BOLLARD TOP
- ⑧ PROPOSED "VERIZON WIRELESS" 35'-0" MONOPINE
- ⑨ PROPOSED "VERIZON WIRELESS" BASED CONCRETE PAD FOR CABINETS
- ⑩ PROPOSED "VERIZON WIRELESS" CONCRETE PAVEMENT
- ⑪ PROPOSED "VERIZON WIRELESS" 3 SECTION PANEL ANTENNAS, (4) ANTENNAS PER SECTION TOTAL OF (12) TO BE MOUNTED IN A PROPOSED MONOPINE AND PAINTED FLAT GREEN
- ⑫ PROPOSED "VERIZON WIRELESS" 4'-0" PARABOLIC ANTENNA
- ⑬ (2) DRINKING BUCK
- ⑭ PROPOSED "VERIZON WIRELESS" POWER & TELCO CONDUIT UNDERGROUND WITHIN A 5' FT. WIDE UTILITY LOCAMENT (FOR COORDINATION SEE SHEET Z-1)



ENLARGED EQUIPMENT LAYOUT PLAN



12005 SAND CANYON AVE.
BUILDING "D" 1st FLOOR
IRVINE, CA 92618
PHONE (949)256-7000



DELTA GROUPS
ENGINEERING, INC.
CONSULTING ENGINEERS
5 PARK PLAZA, SUITE 1400
IRVINE, CA 92614
TEL: 949-822-0333 FAX 949-822-0333

DRAWING JOB # 1033440037A
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SITE NAME

FIRE WATER

SITE ADDRESS

16930 FOUR GEE RD.
SAN DIEGO, CA. 91217-2629

REVISIONS	
NO.	DATE
1	08/05/03
	ISSUED FOR ZONING

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DRAWN BY: EL
CHECKED BY: OT

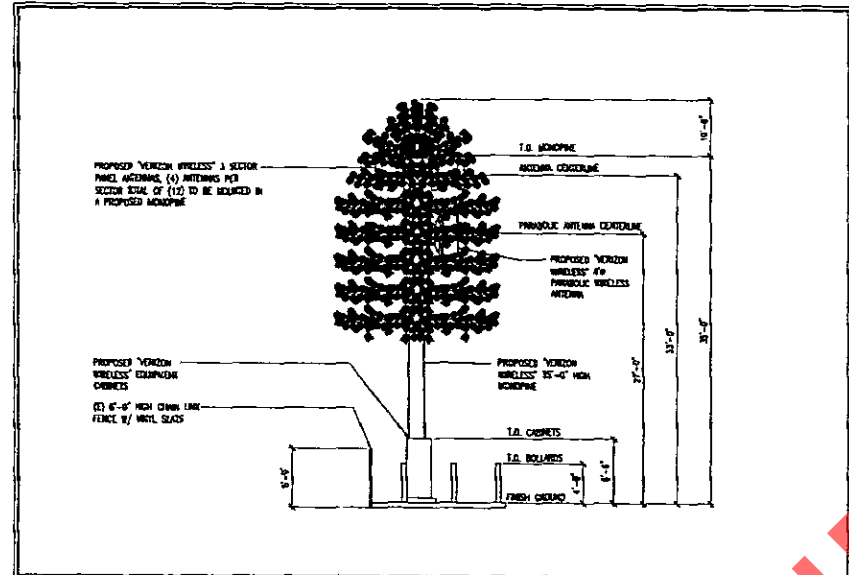
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SHEET TITLE

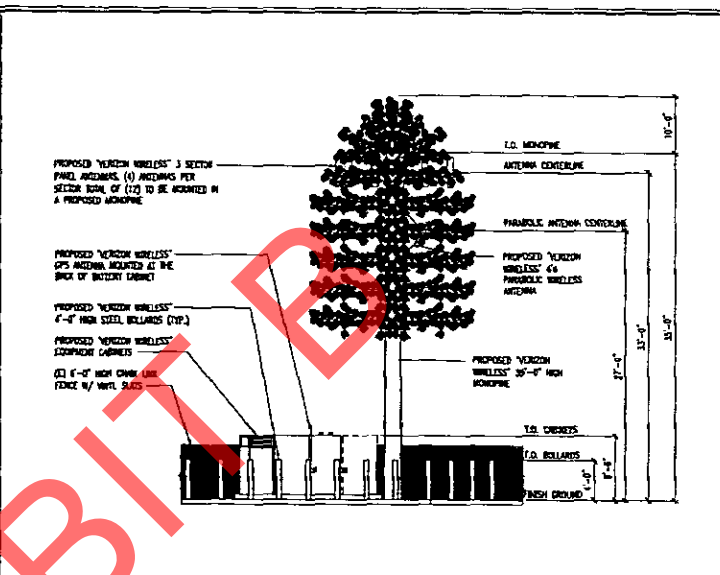
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SHEET NUMBER

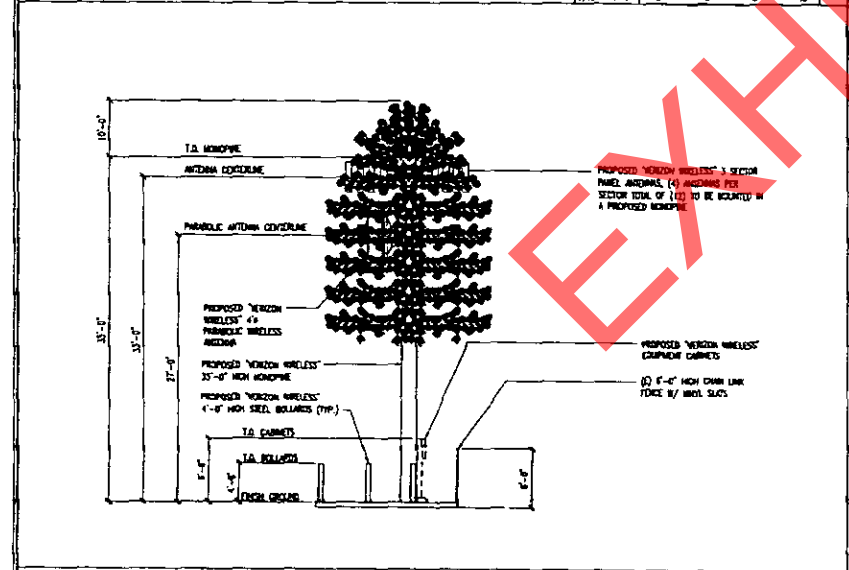
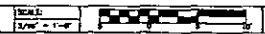
Z-2



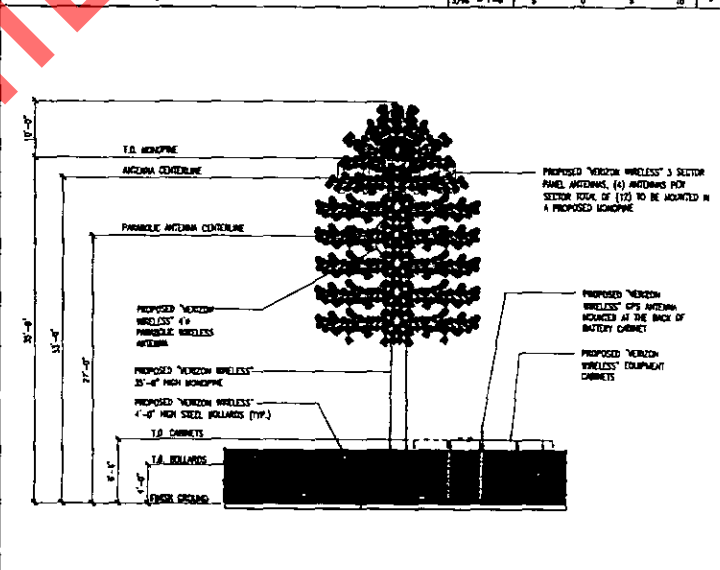
WEST ELEVATION



SOUTH ELEVATION



EAST ELEVATION



NORTH ELEVATION



Verizon Wireless
 15505 SAND CANYON AVE.
 BUILDING 20 1ST FLOOR
 IRVINE, CA 92614
 PHONE (949)288-7000

DELTA GROUPS ENGINEERING, INC.
 CONSULTING ENGINEERS
 5 PARK PLAZA, SUITE 1400
 IRVINE, CA 92614
 TEL 949-822-0333 FAX 949-822-0331

DATE: JOB # 1033403.37A

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SITE NAME

FIRE WATER

SITE ADDRESS

16930 FOUR GEE RD,
 SAN DIEGO, CA. 91217-2629

REVISIONS

NO.	DATE	DESCRIPTION
1	09/05/03	ISSUED FOR BIDDING

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DRAWN BY: EJ
 CHECKED BY: OT

SPACE RESERVED FOR PROFESSIONAL SEALS

SHEET TITLE

ELEVATIONS

SHEET NUMBER

Z-3

**EXHIBIT C
MEMORANDUM OF LEASE**

SEE ATTACHED

EXHIBIT B

FIRST AMENDMENT TO LEASE AGREEMENT

This FIRST AMENDMENT TO LEASE AGREEMENT ("Amendment") is made this 10 day of March, 2008 by and between Rancho Santa Fe Fire Protection District, a political subdivisions of the State of California ("Lessor") and Verizon Wireless (VAW) LLC, dba Verizon Wireless ("Lessee"), with reference to the facts set forth in the Recitals below:

RECITALS

A. Lessor and Lessee are parties to a Lease Agreement - Communications Site dated February 11, 2004 ("Lease"), whereby Lessor has leased a portion of Lessor's Property (as defined in the Lease) to Lessee to construct, operate and maintain a communications facility, including required antennas and antenna support structure(s), as situated substantially as shown on Exhibit B attached to the Lease.

B. Lessor and Lessee now desire to replace Exhibit B attached to the Lease with the attached Exhibit B-1.

AGREEMENT

NOW, THEREFORE, in consideration of the facts contained in the Recitals above, the mutual covenants and conditions below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. EXHIBIT B. Exhibit B attached to the Lease is hereby deleted and replaced by the attached Exhibit B-1. All references in the Lease to Exhibit B shall be deemed references to Exhibit B-1. Lessor hereby approves all of the alterations and improvements to the Premises and the Lessor's Property shown on the attached Exhibit B-1.

2. CONTINUED EFFECT. Except as specifically modified by this Amendment, all of the terms and conditions of the Lease shall remain in full force and effect. In the event of a conflict between any term and provision of the Lease and this Amendment, the terms and provisions of this Amendment shall control. In addition, except as otherwise stated in this Amendment, all initially capitalized terms will have the same respective defined meaning stated in the Lease. All captions are for reference purposes only and shall not be used in the construction or interpretation of this Amendment.

IN WITNESS WHEREOF, Lessor and Lessee have caused this FIRST AMENDMENT TO LEASE AGREEMENT to be executed by each party's duly authorized representative effective as of the date first above written.

LESSOR:

LESSEE:

RANCHO SANTA FE FIRE PROTECTION DISTRICT

VERIZON WIRELESS (VAW) LLC,
dba Verizon Wireless

By:

Nicholas G. Pauvre

Name:

Nicholas G. Pauvre

Title:

Fire Chief

Date:

2-14-08

By:

Keith A. Surratt

Name: Keith A. Surratt

Title: West Area Vice President, Network

Date:

3/10/08

STAFF REPORT

24-12

TO: BOARD OF DIRECTORS
FROM: BURGEN HAVENS, FINANCE MANAGER
SUBJECT: FY24 BUDGET AMENDMENT
DATE: APRIL 17, 2024



RECOMMENDATION:

Staff recommends the Board of Directors approve the budget amendment for Fiscal Year (FY) 2024, as proposed.

BACKGROUND:

The practice of routinely reviewing actual, anticipated, or unforeseen expenditures associated with an adopted budget provides the agency the opportunity to make periodic adjustments to ensure the adopted budget stays centered and transparent. Based on the unanticipated costs/savings associated with the current adopted FY24 budget commitments, staff proposes the following budget amendment.

CURRENT:

The RSF Professional Firefighters Association and the RSF Employee Association both negotiated a new 3-year memorandum of understanding (MOU) which became effective on January 1, 2024 and extends to December 31, 2026. The first year for both MOUs reflects a 19% wage increase. The original FY24 budget was presented with a 3% salary increase prior to any labor negotiations started. To ensure this substantial increase and impact is reflected in our annual budget, we recommend the following changes to adjust for salary expenditure. This report identifies the proposed budget adjustments.

Funding:	Rev. or Exp.	FY24 Budget Adopted Salary.	FY24 Budget Adjust. (\$) proposed.	FY24 Budget Adjust. (%) proposed.	FY24 New Budget Amended.
General Fund	Expenditure	\$16,178,266	\$289,690	2%	\$16,467,956

The FY24 salary, wages, and overtime were increased. The amount budgeted for the districts monthly and normal UAL employer paid contribution to CALPERS were correctly adjusted. There were slight adjustments required for payroll taxes. The FY24 budget line item for the PERS employer paid contribution reflected an amount that was higher than calculated, and therefore reduced.

The two items resulted in an overall \$289,690 fiscal impact on the adopted FY24. This impact is approximately a 2% adjustment overall.