



RANCHO SANTA FE FIRE PROTECTION DISTRICT BOARD OF DIRECTORS MEETING AGENDA

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

October 13, 2010
Regular Session 1:00 pm

RULES FOR ADDRESSING BOARD OF DIRECTORS

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

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

Pledge of Allegiance

1. Roll Call

2. Special Presentation

a. Badge Presentations

Presentation of Fire District Badge by Fire Chief Pavone will be presented to:

- i) Ray Ramage – Chaplain
- ii) Mike MacIntosh – Chaplain

3. Public Comment

4. 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.

5. Consent Calendar

a. Board of Directors Minutes

- i) Board of Directors minutes of September 22, 2010

ACTION REQUESTED: **Approve**

b. Easement – San Diego Gas & Electric Staff Report 10-21

To grant an easement to San Diego Gas & Electric for construction and maintenance for underground utilities

ACTION REQUESTED: **Approve and authorize President to sign**

c. Receive and File

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

(1) List of Demands

Check 20967 thru 21064 for the period September 1 – 30, 2010 totaling: \$1,144,929.65

Payroll for the period September 1 – 30, 2010 \$ 456,991.33

TOTAL DISTRIBUTION \$1,601,920.98

(2) Activity Reports – September 2010

- Fire Prevention
- Operations
- Training
- Fairbanks Ranch Station Replacement – Construction Change Orders

(3) District Articles –September 2010

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

- Peterson

6. Old Business

- a. None

7. Closed Session

- a. With respect to every item of business to be discussed in closed session pursuant to Government Code Section 54957.6

CONFERENCE WITH LABOR NEGOTIATORS

Agency Negotiators: Board of Directors

Employee organization: Unrepresented Employee – Position: Fire Chief

- b. With respect to every item of business to be discussed in closed session pursuant to Government Code Section 54957.6

CONFERENCE WITH LABOR NEGOTIATORS

Agency Negotiators: Jim Ashcraft, Randy Malin, and assigned Staff

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

Represented Employees: Rancho Santa Fe Miscellaneous Employees

Under Negotiation: A successor Memorandum of Understanding

8. New Business

a. Employment Contract

To discuss and/or approve employment contract between Rancho Santa Fe Fire Protection District and Fire Chief Tony Michel

ACTION REQUESTED: **Approve**

b. Appoint Representative and Alternate to Public Agency Self Insurance System (PASIS) Board of Directors

To discuss and/or select representative(s) to PASIS Board of Directors for workers' compensation

ACTION REQUESTED: **Appoint representatives**

c. Independent Auditor's Report FY 2009/2010

The Finance ad hoc committee will make a presentation on the financial status of the Fire District for FY10 and present any findings as a result of the yearend audit to the Board of Directors.

ACTION REQUESTED: **Accept**

d. Second Amendment to Agreement for Cooperative Management Services Agreement

To discuss and/or approve an amendment to the management services agreement. [Staff Report 10-22](#)

ACTION REQUESTED: **Approve**

9. Resolution/Ordinance

a. Resolution No. 2010-07 *entitled* a Resolution of the Rancho Santa Fe Fire Protection District Board of Directors Adopting a Memorandum of Understanding between the Rancho Santa Fe Fire Protection District and the Rancho Santa Fe Professional Firefighters Association – Local 4349

ACTION REQUESTED: **Adopt**

b. Resolution No. 2010-08 *entitled* a Resolution of the Rancho Santa Fe Fire Protection District Board of Directors Adopting a Memorandum of Understanding between the Rancho Santa Fe Fire Protection District and the Rancho Santa Fe Fire Protection District Employees Association

ACTION REQUESTED: **Adopt**

c. Resolution No. 2010-09 *entitled* a Resolution of the Rancho Santa Fe Fire Protection Board of Directors Adopting the Multi-Jurisdictional Hazard Mitigation Plan [Staff Report 10-23](#)

ACTION REQUESTED: **Adopt**

d. Ordinance No. 2011-01

To conduct second reading Ordinance No. 2011-01 – *entitled* an Ordinance of the Board of Directors Which Adopts the California Fire Code, 2010 Edition and 2009 International fire Code with Certain Amendments, Additions and Deletions [Staff Report 10-24](#)

ACTION REQUESTED: **Board and public comments and to schedule the public hearing and final adoption**

10. Oral Reports

a. Fire Chief – Pavone

- i) Fairbanks Ranch Replacement Fire Station – Update
- ii) Cielo Administration Building – Update
- iii) District Activities

b. Operations – Deputy Chief Michel

c. Training – Battalion Chief Davidson

d. Fire Prevention - Fire Marshal Hunter

e. Administrative Manager – Rannals

- i) Board Meeting - November 10, 2010

f. Board of Directors

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

11. Adjournment

RANCHO SANTA FE FIRE PROTECTION DISTRICT
Board of Directors Regular Meeting – Agenda
Wednesday, October 13, 2010 1:00 pm PST

CERTIFICATION OF POSTING

I certify that on October 8, 2010 a copy of the foregoing agenda near the regular meeting place of the Board of Directors of Rancho Santa Fe Fire Protection District, said time being at least 72 hours in advance of the meeting of the Board of Directors (Government Code Section 54954.2)

Executed at Rancho Santa Fe, California on October 8, 2010

Karlana Rannals

Karlana Rannals
Board Clerk



**RANCHO SANTA FE FIRE PROTECTION DISTRICT
REGULAR BOARD OF DIRECTORS MEETING
MINUTES – September 22, 2010**

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

Pledge of Allegiance

Administrative Manager Karlena Rannals led the assembly in the *Pledge of Allegiance*.

1. Roll Call

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

Directors Absent: None

Staff Present: Nick Pavone, Fire Chief; Tony Michel, Deputy Chief; Cliff Hunter, Fire Marshal; Fred Cox, Battalion Chief; Mike Gibbs, Battalion Chief; Jim Sturtevant, Battalion Chief; Bret Davidson, Battalion Chief; Chris Galindo, Captain; and Karlena Rannals, Board Clerk

2. Public Comment

No one requested to speak to the Board.

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

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

4. Consent Calendar

MOTION BY DIRECTOR HICKERSON, SECOND BY DIRECTOR HILLGREN, CARRIED 5 AYES; 0 NOES; 0 ABSENT to approve the Consent Calendar with the removal of 4. d. i) (2) – Summary of Cash Assets – June 30, 2010

a. Board of Directors Minutes

MOTION BY DIRECTOR HICKERSON, SECOND BY DIRECTOR HILLGREN, CARRIED 5 AYES; 0 NOES; 0 ABSENT to approve the Board of Directors minutes of August 11, 2010

b. Fire Station #4 HOA Maintenance Agreement

MOTION BY DIRECTOR HICKERSON, SECOND BY DIRECTOR HILLGREN, CARRIED 5 AYES; 0 NOES; 0 ABSENT to approve maintenance easement and authorize the President to sign the easement.

c. Easement Correction, Sewer Lines and Appurtances for Fairbanks Ranch Fire Station Project

MOTION BY DIRECTOR HICKERSON, SECOND BY DIRECTOR HILLGREN, CARRIED 5 AYES; 0 NOES; 0 ABSENT to approve the easement correction for the Fairbanks Ranch Fire Station Project and authorize the President to sign the easement.

d. *Receive and File*

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

i) Monthly/Quarterly Reports

(1) List of Demands

Check 20876 thru 20966 for the period August 1 – 31, 2010 totaling:	\$ 190,238.83
Payroll for the period August 1 – 31, 2010	\$ 525,848.04
TOTAL DISTRIBUTION	\$ 716,087.04

(3) Budget Review July 1, 2009 – June 30, 2010

(4) Activity Reports – August 2010

- Fire Prevention
- Operations
- Training

(5) District Articles – July 2010

(6) Correspondence

- Burn Institute
- Caroline Fleischmann

4. d. i) (2) – Summary of Cash Assets – June 30, 2010: President Ashcraft requested an explanation as to how and why the cash position of the District had increased significantly. It was explained that

- i) The District had received a significant reimbursement from the State of California from the soil contamination fund
- ii) Depreciation (which is a non cash expense)
- iii) Conservative management of the operating budget

MOTION BY DIRECTOR MALIN, SECOND BY DIRECTOR TANNER, CARRIED 5 AYES; 0 NOES; 0 ABSENT to approve Consent Calendar item 4. d. i) (2) – Summary of Cash Assets – June 30, 2010

5. Old Business

a. None

6. Public Hearing

a. Final Budget Fiscal Year 2010/2011

President Ashcraft opened and closed the public hearing. Karlana Rannals informed the Board that she had not received any written correspondence regarding the final budget.

7. New Business

a. Final Budget Fiscal Year 2010/2011

Chief Pavone reviewed and summarized the differences between the preliminary budget presented in June and the final budget presented at this meeting. He reported that the primary differences were

- Revenue: tax revenue is approximately 3% lower than previously projected
- Expenditures
 - Personnel – additional positions were not funded or prorated due to vacancies
 - Expenditures – soil contamination and legal costs increased
 - Capital – added funding for a microwave (wireless) network. Note: the District submitted for partial funding through the fire mitigation fund for this project.

He reported that staff continues to look for additional opportunities to reduce the operating costs. Staff

responded to questions from the board.

MOTION BY DIRECTOR MALIN, SECOND BY DIRECTOR HILLGREN, and CARRIED 5 AYES; 0 NOES; 0 ABSENT; 0 ABSTAIN to approve Fiscal Year 2010/2011 Budget as presented.

b. First Amendment to Agreement for Cooperative Management Services Agreement

Chief Pavone reported that proposed changes for fees for management services have made it necessary to amend "Exhibit B" ("Annual Payment for Services") of the agreement. The updated fees include the increases in employee compensation costs for those that are reimbursed through the agreement. There are revisions to "Exhibit A" ("Description of Services") that effect the cities of Solana Beach, Del Mar, and Encinitas. There are no proposed changes to the scope of services for the Fire District.

The amendment presented was prepared by the District's legal counsel and allows changes to be initiated through amendments rather than complete re-write of the agreement. He recommended the Board approve the amendment and authorize the President to execute the amendment

MOTION BY DIRECTOR HILLGREN, SECOND BY DIRECTOR TANNER, and CARRIED 5 AYES; 0 NOES; 0 ABSENT; 0 ABSTAIN to approve the *First Amendment to Agreement for Cooperative Management Services* and authorized the President to sign the amendment.

c. Fairbanks Ranch Fire Station Construction – Change Order Process/Authorization

- i) Change Order Process/Authorization: Chief Pavone requested that the Board give authorization to the Fire Chief to approve change orders that are time sensitive and less than \$20,000. He explained that the goal is to have the ability to deal with "immediate needs" of the project and to move the construction forward with minimal delays. He also informed the board, that should they approve his request, that all change orders that were time sensitive would be included on the consent agenda at the next appropriate Board of Directors meeting. Any change order over \$20,000 would wait for board action at the appropriate board meeting. He responded to questions from the Board.

MOTION BY DIRECTOR TANNER, SECOND BY DIRECTOR MALIN, and CARRIED 5 AYES; 0 NOES; 0 ABSENT; 0 ABSTAIN to authorize the Fire Chief to approve "time sensitive" change orders under \$20,000, with the concurrence of the Board President or Vice President if the President is not available.

- ii) Change Order No. 920008: Captain Galindo summarized the staff report included. The sewer pipe proposed is more durable and will be more suitable for the increased weight. The amount (\$693.78) is for increased material costs only; no labor costs are associated with the change order. Staff responded to questions from the Board.

MOTION BY DIRECTOR TANNER, SECOND BY DIRECTOR HILLGREN, and CARRIED 5 AYES; 0 NOES; 0 ABSENT; 0 ABSTAIN to approve Change Order No. 920008 as requested in the amount of \$693.78.

d. Automatic Aid Agreement

Chief Pavone summarized the staff report included. He reported that the existing agreement has been in place since 1985. The City of San Diego are auditing all of their current agreements and updating as appropriate. District's legal counsel reviewed and approved the proposed agreement.

MOTION BY DIRECTOR HICKERSON, SECOND BY DIRECTOR MALIN, and CARRIED 5 AYES; 0 NOES; 0 ABSENT; 0 ABSTAIN to approve the updated Automatic Aid Agreement with the City of San Diego and authorize the Fire Chief to execute the agreement.

8. Resolution/Ordinance

a. Resolution No. 2010-06

Ms. Rannals reviewed the purpose of the resolution and stated that the County requires that the District renew each year as a participant in the Fire Mitigation Fee Fund program. This resolution identifies future capital expenditures planned over the next five years.

MOTION BY DIRECTOR MALIN, SECOND BY DIRECTOR HICKERSON, and APPROVED Resolution No. 2010-06 *entitled* a resolution of the Board of Directors of the Rancho Santa Fe Fire Protection District adopting the Fire Mitigation Fee Fund Multi-Year plan on a roll call vote:

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

b. Ordinance No. 2011-01

Fire Marshal Hunter summarized the staff report included. He reported that there while there not many lot of changes proposed, the integration (or consolidation) of the District three codes, 1) 2007 California Fire Code, based on the 2006 International Fire Code with amendments, 2) Ordinance 2008-02 and 3) 2006 International Wildland-Urban Interface Code with amendments, Ordinance 2008-01, into one ordinance. The proposed ordinance enhances the 2010 California Fire Code, and focuses exclusively on minimum fire-safety standards for new construction and existing conditions within the Rancho Santa Fe Fire Protection District.

The introduction of Ordinance No. 2011-01 begins the adoption process and a second reading is scheduled for October 13, 2010. Staff responded to questions of the board. There was no further action taken by the Board of Directors.

9. Oral Reports

a. Fire Chief – Pavone

He reported on the following topics:

- Fairbanks Ranch Replacement Fire Station: Update – Captain Galindo gave an update on the soil remediation, grading and the installation of the shoring wall. He anticipates that the work will be completed and that the pad to begin construction will be ready within two - three weeks.
- Cielo Administration Building - Update: the due diligence period has been completed. The creation of the CC&R's has significantly affected the delay. The District's legal counsel has had a significant amount of time in its development. The construction documents will be submitted to the County Department of Planning and Land Use for approval in the next few weeks. He has conveyed his concern to the developer about a competitive bid process for the tenant improvements. They have agreed to this process. The timeframe for completion is estimated 60-90 days from selecting a contractor. Ms. Rannals has been working with the GSA vendor for additional office furniture, and the quote for the relocation and new furniture is \$62,500.
- District Activities
 - Rancho Days Pancake Breakfast – September 26 at Rancho Santa Fe Headquarters

b. *Operations – Deputy Chief Michel*

He reported on the following topics:

- Call activity:
 - A water tender was sent to the “cowboy” incident.
- A tremendous amount of staff time is being invested in preparation for the ISO review/rating. He intends to release a “press release” to inform the public that the flowing of hydrants is a part of the review process.

c. *Training – Battalion Chief Davidson*

Chief Davidson summarized the monthly training activity, which included:

- Hose lays
- Strategy & tactics
- High rise drill (at Palomar hospital)

d. *Fire Prevention – Fire Marshal Hunter*

- Distributed “shelter in place” flyer for information
- Staff is keeping current on inspections resulting from the new construction
- Preparing for Fire Prevention month in October

e. *Administration – Administrative Manager Rannals*

- Fire Chief Reception – she asked the board if they wished to schedule a badge ceremony and reception at the November board meeting. All board members agreed to reception. The timing will be determined at the October meeting.
- December 8, 2010 – the biannual ethics training will be scheduled prior to the regular Board of Directors meeting.

f. Board of Directors

- North County Dispatch JPA – Update – Director Ashcraft: the Board met August 26, 2010. The Board of Directors discussed the performance of the Administrator and gave direction for salary adjustments.
- County Service Area 17 – Update – Director Hickerson: no report.
- Comments:
 - Hillgren – discussed the editorial in the Union-Tribune on the consolidation of fire departments/districts
 - Malin – discussed the editorial on the employment contract approved for Oceanside Firefighters

Ten-minute recess

10. Oral Reports

Pursuant to the following Government Code Section, the Board of Directors convened in Closed Session from 4:20 – 6:20 pm for discussions on the following:

- a. With respect to every item of business to be discussed in closed session pursuant to Section 54957:
PUBLIC EMPLOYEE
Title: Fire Chief
NOTE: All members of the Board and staff listed attended the Closed Session
- b. With respect to every item of business to be discussed in closed session pursuant to Government Code Section 54957.6
CONFERENCE WITH LABOR NEGOTIATORS
Agency Negotiators: Jim Ashcraft, Randy Malin, and assigned Staff
Represented Employees: Rancho Santa Fe Professional Firefighters Association – Local 4349
Represented Employees: Rancho Santa Fe Miscellaneous Employees
Employee organization: Unrepresented Employees
Position – Fire Chief (1); Deputy Chief (1); Battalion Chief (4); Fire Marshal (1); Administrative Manager (1)
Under Negotiation: A successor Memorandum of Understanding
NOTE: All members of the Board and Chief Pavone attended the Closed Session

Upon reconvening, President Ashcraft reported the following:

10. a. – an update on the employment of a new fire chief was provided and the Board took no action.
10. b. –the board received an update from the negotiators and the Board took no action.

11. Adjournment

Meeting adjourned at 6:25 pm.

Karlana Rannals
Secretary

James H Ashcraft
President

STAFF REPORT

NO. 10-21

TO: BOARD OF DIRECTORS
FROM: NICHOLAS PAVONE
SUBJECT: GRANT OF EASEMENT TO SAN DIEGO GAS AND ELECTRIC
FOR UNDERGROUND ELECTRICAL FACILITIES
DATE: OCTOBER 8, 2010



BACKGROUND

The construction of the new Fairbanks Fire Station has necessitated the installation of a new electrical service line to that facility. The electrical services for this facility will be crossing a 10' wide county owned public-right-of-way onto a 10' wide utility easement owned by the Fire District. The underground electrical supply systems, appurtenant fixtures and other necessary equipment will be located within this utility easement. In order to complete these improvements, San Diego Gas and Electric (SDG&E) has requested that the Fire District grant them a utility easement.

CURRENT SITUATION

SDG&E has developed an easement agreement for a dedicated right-of-way in the Fairbanks Ranch Fire Station utility easement. The Fire District's legal council has reviewed this agreement and found this agreement to be consistent with other utility easements recently approved by the board for the Fairbanks Fire Station Project.

Attachments

Easement & Exhibit A - Legal Description and Plat

RECOMMENDATION

Staff recommends that the Board of Directors approve the Grant of Easement to San Diego Gas and Electric for the installation and maintenance of underground electrical facilities and services for the new Fairbanks Ranch Fire Station.

Recording Requested by
San Diego Gas & Electric Company

When recorded, mail to:

San Diego Gas & Electric Company
8335 Century Park Court, Suite 100
San Diego, CA 92123-1569
Attn: Real Estate Records - CP11D

SPACE ABOVE FOR RECORDER'S USE

Project No. DPSS954462-070

Const. No. 5005316

A.P. No. 269-183-48

Sketch No. OS-13396

Transfer Tax None

SAN DIEGO GAS & ELECTRIC COMPANY

EASEMENT

RANCHO SANTA FE FIRE PROTECTION DISTRICT, a special district organized under the laws of the State of California, (Grantor), grants to SAN DIEGO GAS & ELECTRIC COMPANY, a corporation (Grantee), an easement and right of way in, upon, over, under and across the lands hereinafter described, to erect, construct, change the size of, improve, reconstruct, relocate, repair, maintain and use facilities consisting of:

1. Underground facilities and appurtenances for the transmission and distribution of electricity.
2. Communication facilities, and appurtenances.

The above facilities will be installed at such locations and elevations upon, along, over and under the hereinafter described easement as Grantee may now or hereafter deem convenient or necessary. Grantee also has the right of ingress and egress, to, from and along this easement in, upon, over and across the hereinafter described lands. Grantee further has the right, but not the duty to clear and keep this easement clear from explosives, buildings, structures and materials.

The property in which this easement and right of way is hereby granted is situated in the County of San Diego, State of California described as follows:

That portion of Lot 1 in Block "P" of Santa Fe Valley Lands – Unit No. 1, according to Map thereof No. 1924, filed on June 23, 1926 and a portion of Lot 130 of County of San Diego Tract 3877-2, according to map thereof No. 9736, filed on July 30, 1980, more particularly described in the deed to the Grantor herein, recorded on November 02, 2009 as Document No. 2009-0607826, of Official Records, all in the Office of the County Recorder of San Diego County.

The easement in the aforesaid said lands shall be ten (10) feet in width, being five (5) feet on each side of the center line of the facilities to be installed, the approximate location being shown and delineated as "Underground Electric Utility Facilities" on Exhibit "A", attached hereto and made a part hereof.

Grantor grants to Grantee the right to erect and maintain on Grantor's property immediately adjacent to this easement retaining walls and/or protective barricades as may be necessary for Grantee's purposes.

Grantor shall not erect, place or construct, nor permit to be erected, placed or constructed, any building or other structure, plant any tree, drill or dig any well, within this easement.

In order to provide adequate working area for Grantee, Grantor shall not erect, place or construct, nor permit to be erected, placed or constructed any building or other structure, park any vehicle, plant any trees and/or shrubs within eight feet of the front of the door or hinged opening of any transformer(s) installed within this easement.

Grantor shall not increase or decrease the ground surface elevations within this easement after installation of Grantee's facilities, without prior written consent of Grantee, which consent shall not unreasonably be withheld.

Grantee shall have the right but not the duty, to trim or remove trees and brush along or adjacent to this easement and remove roots from within this easement whenever Grantee deems it necessary. Said right shall not relieve Grantor of the duty as owner to trim or remove trees and brush to prevent danger or hazard to property or persons.

CONDUITS CARRY HIGH VOLTAGE ELECTRICAL CONDUCTORS, therefore Grantor shall not make or allow any excavation or fill to be made within this easement WITHOUT FIRST NOTIFYING SAN DIEGO GAS & ELECTRIC COMPANY BY CALLING (619) 696-2000, and OBTAINING PERMISSION.

This easement shall be binding upon and inure to the benefit of successors, heirs, executors, administrators, permittees, licensees, agents or assigns of Grantor and Grantee.



PREPARED BY ME OR UNDER MY DIRECTION

Dated: Sept. 10, 2010

Glenn M. Bakke
Glenn M. Bakke R.C.E.# 18619 Exp. 6-30-2011

Drawn SLS/BT
Checked
Date 9/10/10

IN WITNESS WHEREOF, Grantor executed this instrument this ____ day of _____, 20____.

GRANTOR

RANCHO SANTA FE FIRE PROTECTION
DISTRICT, a special district organized under
the laws of the State of California

Signature

Print Name

Title

STATE OF CALIFORNIA

COUNTY OF _____)SS.

On _____, before me _____
_____ (name, title of officer), personally appeared _____

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

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

WITNESS my hand and official seal.

Signature_____

NORTH
NOT TO SCALE

RANCHO SANTA FE FIRE PROTECTION DISTRICT
APN: 269-183-48
POR. LOT 1 BLK "P" OF
SANTA FE VALLEY LANDS - UNIT NO. 1
MAP THEREOF NO. 1924 (06/23/1926) AND
POR. LOT 130 OF COUNTY OF SAN DIEGO TRACT 3877-2
MAP THEREOF NO. 9736 (07/30/1980)
PER DEED DOC. # 2009-0607826, O.R. (11/02/2009)
SAN DIEGO COUNTY

APPROXIMATE
LOCATION
BUILDING

APPROXIMATE LOCATION
METER ROOM

APPROXIMATE LOCATION
UNDERGROUND ELECTRIC
UTILITY FACILITIES
CONDUITS

APPROXIMATE LOCATION
METER

APPROXIMATE LOCATION
EXISTING METER PEDESTAL

APPROXIMATE LOCATION
EXISTING CONDUITS

APPROXIMATE LOCATION
EXISTING TRANSFORMER PAD
#D3041871034
(TO BE REMOVED)

PARKING
LOT

APPROXIMATE LOCATION
UNDERGROUND ELECTRIC
UTILITY FACILITIES
TRANSFORMER PAD

APPROXIMATE LOCATION
UNDERGROUND ELECTRIC
UTILITY FACILITIES
CONDUITS

APPROXIMATE
LOCATION
EXISTING HANDHOLE

269
18

DRIVEWAY

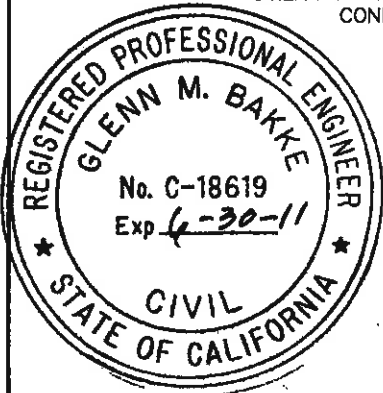
EL APAJO

APPROXIMATE LOCATION
EXISTING CONDUITS

APPROXIMATE LOCATION
EXISTING CONDUITS

APPROXIMATE LOCATION
EXISTING CONDUITS

APPROXIMATE LOCATION
EXISTING HANDHOLE
#H3041271040



Dated: Sept. 10, 2010

Glenn M. Bakke
Glenn M. Bakke R.C.E. #18619 Exp. 06-30-2011

THE INFORMATION DEPICTED HEREON HAS BEEN COMPILED
FROM VARIOUS RECORD INFORMATION AND DOES NOT REFLECT
ANY FIELD MEASUREMENT VERIFICATION OR AS-BUILT MEASUREMENTS

CONST. NO.: 5005316
PROJECT NO.: DPSS654462-070

UG ELEC.

THOS. BROS.: 1168.E6

PROJECT NAME & LOCATION RSF FIRE STATION #3 6424 EL APAJO SOLANA BEACH, CA	DRAWN BY: SLS / BT	OK TO INSTALL:	DRAWING NO: DS-13396
	DATE: 09/06/10	R/W OK:	COORDINATES 302-1710
	SCALE: NONE	JOB TYPE:	
	REFERENCES:		

EXHIBIT "A"

Check #	Amount	Vendor	Purpose
20967	\$629.20	Accme Janitorial Service Inc	Building - Cleaning Service
20968	\$127.93	AT&T	Telephone
20969	\$181.62	AT&T Calnet 2	Telephone
20971	\$384.44	Dapper Tire Co Inc	Tires & Tubes
20972	\$1,733.12	Engineered Mechanical Services Inc	Building - Maintenance/Repair
20973	\$51.85	Fire ETC Inc	Apparatus Tools/Equipment Repair
20974	\$669.38	Galls Retail	Uniform - Safety Personnel
20975	\$50,215.00	Ledcor Construction C/O CB&T Escrow	FBR #3 Replacement
20976	\$451,935.00	Ledcor Construction Inc	FBR #3 Replacement
20977	\$3,316.00	Liebert Cassidy Whitmore	Legal Services
20978	\$263.52	Metalogix Inc	Computer - License/Software
20980	\$12,225.00	Shapouri Engineering Company Inc	FBR #3 Replacement
20981	\$500.00	Terminix International	Building - Extra Service
20982	\$36.97	U P S	Shipping Service
20983	\$15,669.21	U S Bank Corporate Payment System	Cal-Card./IMPAC program
20984	\$985.22	United Imaging	Office Supplies
20985	\$683.84	Waste Management Inc	Trash Disposal
20986	\$410.54	AT&T Calnet 2	Telephone
20988	\$3,800.00	Charles Z Fedak & Company	Accounting-Audit Services
20989	\$1,374.20	Complete Office of California Inc	Office Supplies
20990	\$871.88	Compressed Air Specialties Inc	BA Compressor Maintenance
20991	\$2,491.00	County of SD/RCS	800 MHz Network Admin Fees
20992	\$43.07	Daniels Tire Service Inc	Vehicle Repair/Scheduled Maintenance
20993	\$27.19	Del Mar Blue Print Inc	FBR #3 Replacement
20994	\$2,807.00	Design Space Modular Buildings Inc	FBR #3 Replacement
20995	\$2,812.02	Fitch Law Firm Inc	Legal Services
20996	\$123.00	IAAP	Association Dues
20997	\$430.00	K & K Coatings	Building - Maintenance/Repair
20998	\$150.00	NFPA	Association Dues
20999	\$2,823.65	North County EVS Inc	Apparatus Maintenance/Repair
21000	\$1,015.07	Olivenhain Municipal Water District	Water

Check #	Amount	Vendor	Purpose
21001	\$108,679.66	PERS	PERS (Employer Paid)
21002	\$700.00	Santa Fe Irrigation District	Vehicle Site Rental
21003	\$51.00	Terminix International	Building - Monthly Service Contract
21004	\$22.00	U P S	Shipping Service
21005	\$765.00	Vinyard Doors Inc	Building - Maintenance/Repair
21006	\$5,100.00	WinTech Computer Services	Consulting Services
21007	\$477.50	Advanced Communications Systems Inc	Radio Programming
21008	\$913.64	AT&T Calnet 2	Telephone
21009	\$270.92	Boyd Roger	CERT Program
21010	\$165.00	California EMS Authority	CSA-17 - Supplies
21011	\$1,088.00	Engineered Mechanical Services Inc	Building - Maintenance/Repair
21012	\$123,540.00	First American Title Insurance Co	Admin Building/Parking
21013	\$184.82	Galls Retail	Uniform - Safety Personnel
21014	\$3,157.24	Guardian Life Insurance Co	Dental Insurance
21015	\$66,590.84	Health Net	Medical Insurance
21016	\$174.68	Home Depot, Inc	Station Maintenance
21017	\$3,500.00	Jeff Katz Architecture	FBR #3 Replacement
21018	\$1,188.00	Konica Minolta Business Inc	Copier Maintenance Contract - Old Copier
21019	\$81.00	Liebert Cassidy Whitmore	Legal Services
21020	\$148.86	Napa Auto Parts Inc	Apparatus Parts & Supplies
21021	\$853.37	San Diego Gas & Electric	Elec/Gas/Propane
21022	\$4,364.69	The SoCo Group Inc	Gasoline & Diesel Fuel
21023	\$22.00	U P S	Shipping Service
21024	\$420.00	Advanced Communications Systems Inc	Radio (Mobile Repair)
21025	\$263.76	AT&T Calnet 2	Telephone
21027	\$474.00	CA Fire Chiefs Assoc	Admin - Overnight Conf/Seminars
21028	\$40,073.96	Cnty of SD Dept.of Public Work	FBR #3 Replacement
21029	\$59.99	Directv	FBR #3 Replacement
21030	\$330.86	Galls Retail	Uniform - Safety Personnel
21031	\$7,374.50	Geocon Inc	FBR #3 Replacement
21032	\$239.00	New Earth Enterprises Inc	Landscaping Maintenance Service

Check #	Amount	Vendor	Purpose
21033	\$7,867.15	Ninyo and Moore Inc	Soil Contamination - Fuel Tank Removal
21034	\$5,536.26	North County EVS Inc	Apparatus Scheduled Maintenance/Repair
21035	\$150.00	Rannals, Karlana	Uniform - Administrative Reimbursement
21036	\$4,009.25	San Diego Gas & Electric	Elec/Gas/Propane
21037	\$526.77	The Lincoln National Life Ins Co	Disability/Life Insurance
21038	\$2,367.96	The SoCo Group Inc	Gasoline & Diesel Fuel
21039	\$22.00	U P S	Shipping Service
21040	\$144.75	United Imaging	Office Supplies
21041	\$707.30	Accme Janitorial Service Inc	Building - Cleaning Service
21042	\$355.63	AT&T	Telephone
21043	\$181.62	AT&T Calnet 2	Telephone
21044	\$136.50	C.A.P.F.	Disability/Life Insurance
21045	\$8,521.00	Cnty of SD-Registrar of Voters	Election Services
21046	\$1,815.89	Direct Energy Business - Dallas	Elec/Gas/Propane
21047	\$920.00	Discount Carpet Cleaning	Station Maintenance
21048	\$1,899.95	Dubin Medical Inc	CSA-17 - Supplies
21049	\$352.70	HSBC Business Solutions	Janitorial Supplies
21050	\$6,486.00	Palomar College	In-Service Training Program/Testing
21051	\$2,585.33	Parkhouse Tire, Inc.	Tires & Tubes
21052	\$111,585.61	PERS	PERS (Employer Paid)
21053	\$25,000.00	Rancho Santa Fe Fire Protection District	Interfund Transfer - Workers Comp Acct
21054	\$190.00	RSFPFA	Firefighters Assn.
21055	\$14.99	Scott, Mike	Prevention Meal/Lodging/Travel Exp Reimbursement
21056	\$100.00	SDCFCA	Association Dues
21057	\$16,668.00	Shapouri Engineering Company Inc	FBR #3 Replacement
21058	\$214.50	Terminix International	Building - Maintenance/Repair
21059	\$1,374.15	The SoCo Group Inc	Gasoline & Diesel Fuel
21060	\$10,616.00	The Treekeeper Inc	Weed Abatement
21061	\$38.00	U P S	Shipping Service
21062	\$808.68	Uniforms Plus	Uniform - Administrative
21063	\$1,660.65	Verizon Wireless	Cellular Phones New/Replacement/Service/MDT Broadband

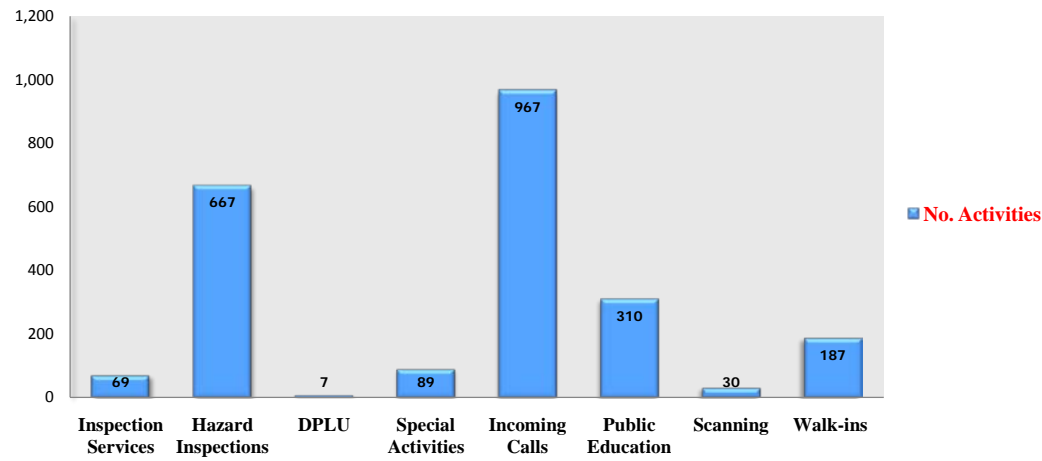
Check #	Amount	Vendor	Purpose
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21064	\$244.65	Willis, Erwin L.	Computer Equipment/Parts/Printer Replacement - Reimbursement
Various	<u>\$1,768.15</u>	Various	Medical Reimbursement
Sub-total	\$1,144,929.65		

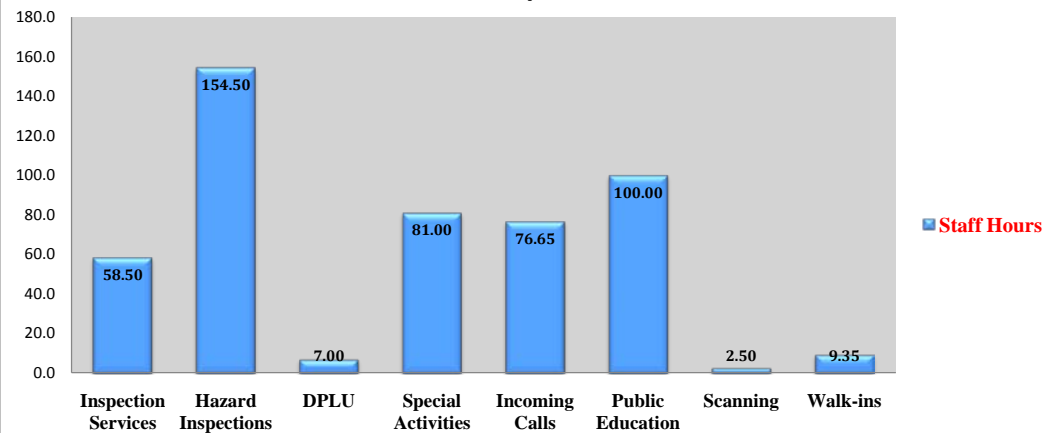
15-Sep-10	\$195,936.75	Rancho Santa Fe Fire PD	Payroll
15-Sep-10	\$6,543.53	Rancho Santa Fe Fire PD	Payroll
29-Sep-10	\$16,391.40	Rancho Santa Fe Fire PD	Payroll
30-Sep-10	<u>\$238,119.65</u>	Rancho Santa Fe Fire PD	Payroll
Sub-total	\$456,991.33		

Grand Total \$1,601,920.98

Staff Activities- September 2010

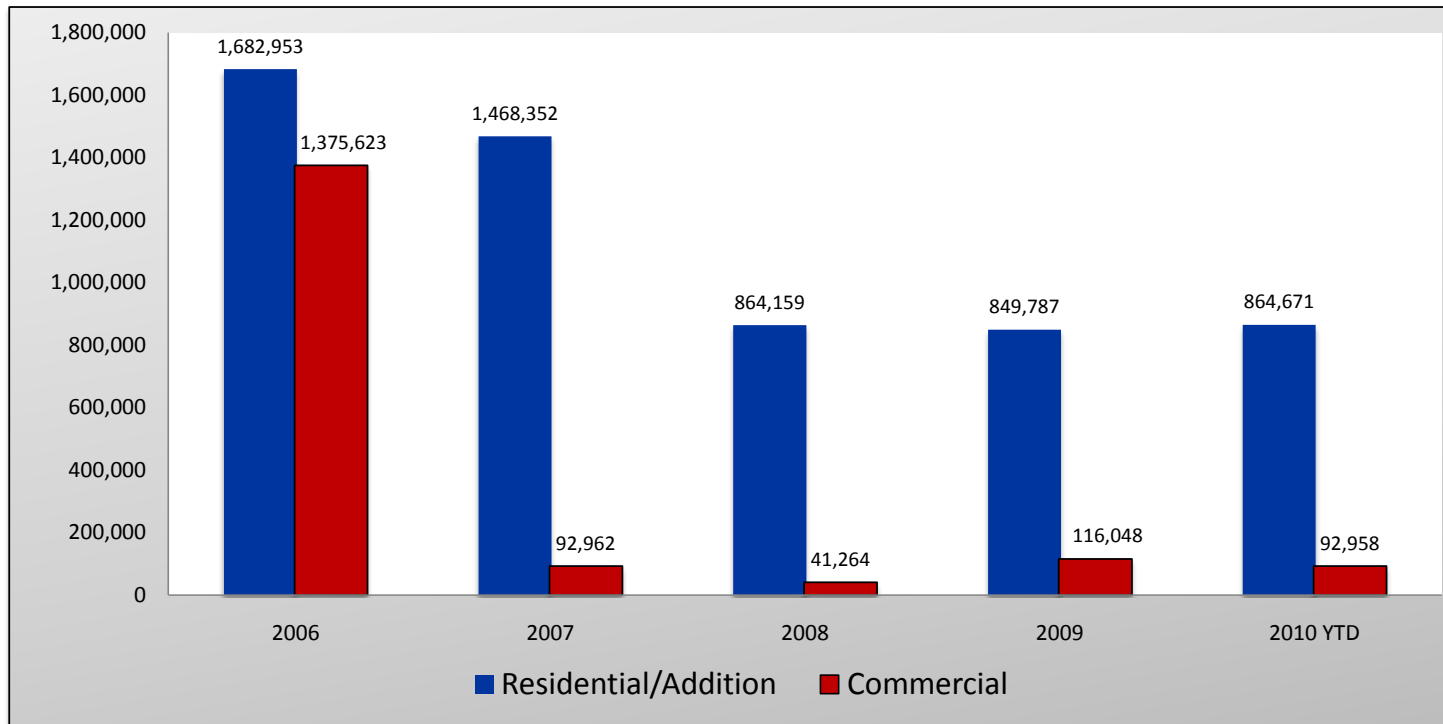


Staff Hours-September 2010



2010 Total Monthly Hours/Activities

2010	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
<i>Activities</i>			2243	2303	2111	2042	3156	4747	2326			
<i>Hours</i>			683.8	536.8	596.0	519.7	671.5	612.4	489.5			



Year	Res/Add	Comm	Total
2006	1,682,953	1,375,623	3,058,576
2007	1,468,352	92,962	1,561,314
2008	864,159	41,264	905,423
2009	849,787	116,048	965,835
2010 YTD	864,671	92,958	957,629

Comparison 2009/2010 Total Square Footage

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2009	68,294	65,561	47,061	62,307	171,971	53,878	148,534	68,269	117,324	7,950	42,794	111,892
2010	64,770	128,133	30,284	126,570	149,146	40,310	132,067	84,314	202,035			

PLAN REVIEW

RESIDENTIAL PLAN REVIEWS		Number of Structures	Sq Footage
	Fire Marshal	25	124,129
	Fire Inspectors	9	43,628
	Urban Forester	0	0
	TOTAL	34	167,757
RESIDENTIAL ADDITIONS		Original Sq Footage	Added Sq Footage
	Fire Marshal	3,200	384
	Fire Inspectors	24,244	4,775
	Urban Forester	0	0
	TOTAL	27,444	5,159
COMMERCIAL PLAN REVIEWS		Number of Structures	Sq Footage
	Fire Marshal	3	29,119
	Urban Forester	0	0
	Fire Inspectors	0	0
	TOTAL	3	29,119
TOTAL NEW CONSTRUCTION			Sq Footage
Based on permitted Sq. footage		Total Added	202,035
FIRE SPRINKLER REVIEWS		Commercial	Residential
	Fire Marshal	0	0
	Fire Inspectors	0	4
	Urban Forester	0	0
	TOTAL	0	4
TENANT IMPROVEMENTS		Number of Structures	Sq Footage
	Fire Marshal	225,000	0
	Fire Inspectors	1	0
	Urban Forester	0	0
	TOTAL	225,001	0
LANDSCAPE REVIEWS		Number of Reviews	Staff Hours
	Urban Forester	20	18.0
	Fire Marshal	0	0.0
	Fire Inspectors	0	0.0
	TOTAL	20	18.0

SERVICES PROVIDED- FIRE PREVENTION

DPLU -All Staff	Number	Staff Hours
Project Availability Forms	3	3.0
Use Permits	2	2.0
Approval Letters	2	2.0
TOTAL	7	7.0
INSPECTION SERVICES- All Staff	Number of Inspections	Staff Hours
Undergrounds	2	2.0
Hydros (Fire Sprinklers)	30	18.0
Finals (Structures)	16	16.0
Landscape	4	4.0
Tents/Canopy	5	5.0
Department of Social Service Licensing	1	1.0
Knox/Strobe	6	3.0
Fuels/Mod Zone	1	1.5
Code Enforcement	1	3.0
Engine Company Follow Up	2	5.0
Misc.	1	0.0
TOTAL	69	58.5
HAZARD INSPECTIONS - All Staff	Number of Inspections	Staff Hours
Weed Abatement Inspection	308	43.5
Weed Abatement Reinspection	137	28.5
1st Notice	120	32.5
2nd Notice	43	8.0
Final Notice	22	7.0
Postings	3	3.0
Homeowner Meeting	34	32.0
TOTAL	667	154.5
GRADING -All Staff	Number of Inspections	Staff Hours
Plan Review	6	6.0
Site Inspection	0	0.0
TOTAL	6	6.0

ADMINISTRATIVE SERVICES- FIRE PREVENTION

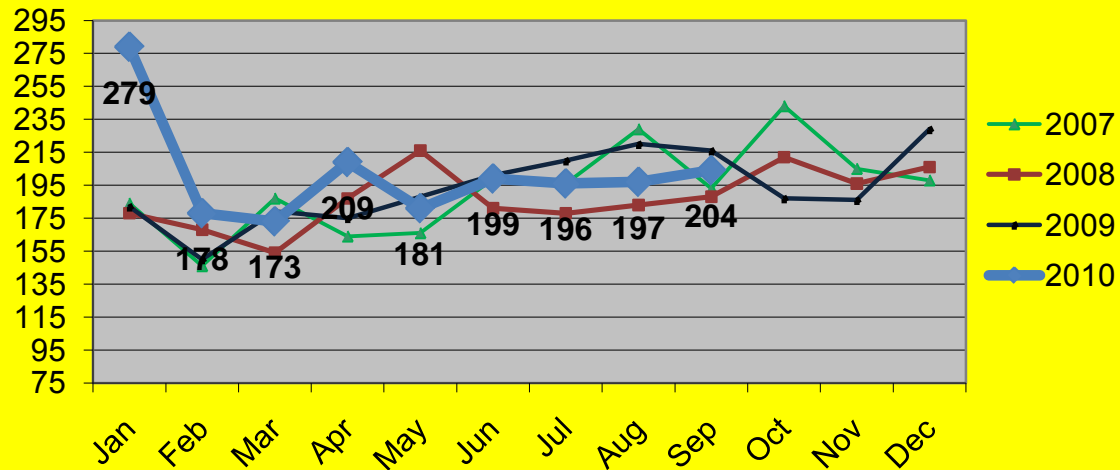
SPECIAL ACTIVITIES/EDUCATION-All Staff	Number	Staff Hours
CalFire Crew Projects	1	2.0
Training Classes	1	0.0
Meetings	51	60.5
Scanning	30	2.5
Other	1	11.0
Supervision	5	5.0
TOTAL	89	81.0
FIRE PREVENTION -All Staff	Number	Staff Hours
Incoming Phone Calls	967	76.7
Consultations	8	8.5
General Office	40	40.0
TOTAL	1,015	125.2
PUBLIC EDUCATION - PRC	Number	Staff Hours
<i>Website/Internet:</i>		
Update existing info & documents	0	2.0
Compile & write new information	0	3.0
Website Hits	1,611.0	
Social Media (Facebook,Twitter)	286.0	0.0
Design/Write Brochures , Flyers, etc.	0.0	6.0
Fire Wire (Quarterly)	0	0.0
<i>Media Relations:</i>		
On-Scene Public Information Officer	0.0	0.0
Press Releases	0.0	2.0
Other Articles/Stories/Interviews	0	2.0
Childrens Programs	1	19.0
Child Safety Seat Installations	23	21.0
<i>Events:</i>		
Prevention Related	0	40.0
Meeting Minutes	0	5.0
TOTAL	310	100.0

ADMINISTRATIVE SERVICES- OFFICE SUPPORT

OFFICE COORDINATOR-PREVENTION	Number	Staff Hours
Phone Calls (All Administrative Staff)	663.0	33.2
Walk in/Counter (All Administrative Staff)	187.0	9.4
Knox Application Request	6.0	0.5
UPS Outgoing Shipments	2.0	0.2
Plan Accepted/Routed	42.0	7.0
Special Projects:	6.0	21.0
Scanning Documents	30.0	2.5
Meetings: Admin Meeting/Prevention	12.0	6.0
Post Office	23.0	11.5
Deposits	7.0	3.0
TOTAL	978.0	94.2

September 2010 Operations Report

Four Year Monthly Response Comparison

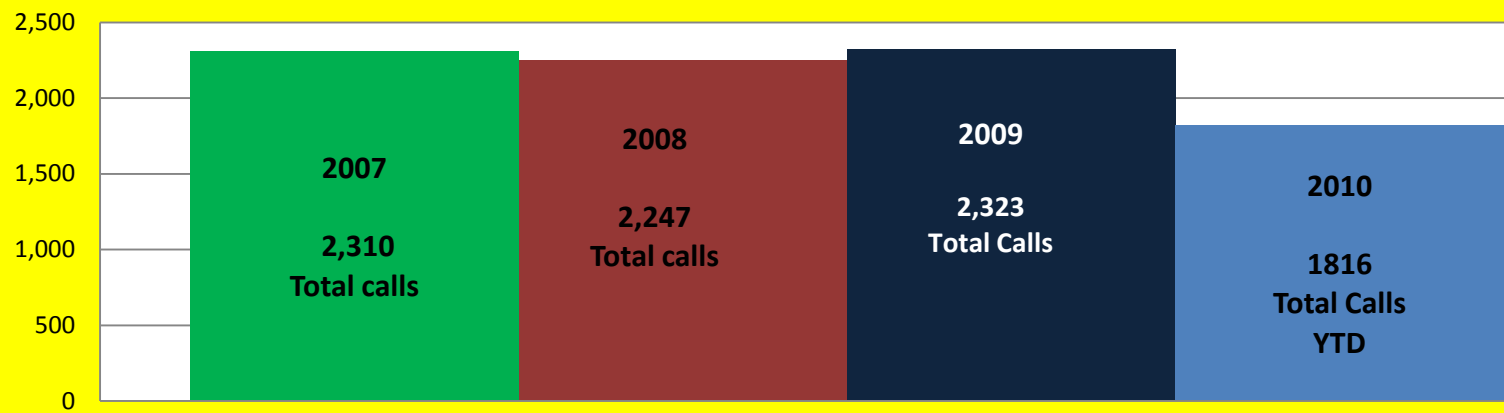


2010	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total Responses
Responses	279	178	173	209	181	199	196	197	204				1,816
YTD	279	457	630	839	1,020	1,219	1,415	1,612	1,816	1,816	1,816	1,816	

2009	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD Responses
Responses	182	150	179	175	188	201	210	220	216	187	186	229	2,323
YTD	182	332	511	686	874	1,075	1,285	1,505	1,721	1,908	2,094	2,323	3.4% increase

2008	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD Responses
Responses	178	168	154	187	216	181	178	183	188	212	196	206	2,247
YTD	178	346	500	687	903	1,084	1,262	1,445	1,633	1,845	2,041	2,247	2.7% decrease

2007	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total Responses
Responses	184	146	187	164	166	199	196	229	193	243	205	198	2,310
YTD	184	330	517	681	847	1,046	1,242	1,471	1,664	1,907	2,112	2,310	21% increase



Total Calls

Incident Summary by Incident Type

Date Range: From 09/01/2010 To 09/30/2010

Incident Type(s) Selected: All

Incident Type	Incident Count	Used in Ave. Resp.	Average Response Time hh:mm:ss	Total Loss	Total Value
Fire	7	6	00:06:35	\$0.00	\$0.00
Rupture/Explosion	1	1	00:06:29	\$0.00	\$0.00
EMS/Rescue	85	85	00:06:11	\$0.00	\$0.00
Hazardous Condition	6	6	00:05:00	\$0.00	\$0.00
Service Call	31	12	00:06:51	\$0.00	\$0.00
Good Intent	41	4	00:06:24	\$0.00	\$0.00
False Call	33	32	00:06:10	\$0.00	\$0.00
Blank or Invalid	4	0		\$0.00	\$0.00
Totals	208	146		\$0.00	\$0.00

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

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

September 2010

September 2010							October 2010						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4						1	2
5	6	7	8	9	10	11	3	4	5	6	7	8	9
12	13	14	15	16	17	18	10	11	12	13	14	15	16
19	20	21	22	23	24	25	17	18	19	20	21	22	23
26	27	28	29	30			24	25	26	27	28	29	30
							31						

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Aug 29 - Sep 4	Aug 29	30	31	Sep 1	2	3	4
				8:00am Entry Level Dispatch Interviews - round 3 (RSFFS2 - Train Access Road Tour (9:00am Swift water E26 11 (Carlsbad Jetties @ power plant) - Tra 1:30pm Swift water E26 12 (Carlsbad Jetties @ power plant) - Tra	9:00am Swift water E26 11 (Carlsbad Jetties @ power plant) - Tra 1:30pm Swift water E26 12 (Carlsbad Jetties @ power plant) - Tra	9:00am Swift water E26 11 (Carlsbad Jetties @ power plant) - Tra 1:30pm Swift water E26 12 (Carlsbad Jetties @ power plant) - Tra
Sep 5 - 11	5	6	7	8	9	10	11
	9:00am Wildland PrePlan Drill RSF #1 and #3 (TBD) - Michael J. Gibb 1:30pm Wildland PrePlan Drill RSF #2 and #3		9:00am Annex D CE's E 2612 (ENC 5) - Training-Calendar 1:30pm Annex D CE's (RSF 1) - Training-Calendar	9:00am Annex D CE's E 2612 (ENC 5) - Training-Calendar 1:30pm Annex D CE's (RSF 1) - Training-Calendar	8:30am Depositions (Board Room) - Training 9:00am Annex D CE's E 2612 (ENC 5) - Training 1:30pm Annex D CE's (RSF 1) - Training-Calendar		
Sep 12 - 18	12	13	14	15	16	17	18
		9:00am Shift Meeting (RSF-4 Training Room) 9:00am Pre-Background checks for Entry Level 1:30pm Admin Shift Meeting (RSF-Sta 1 Conference)	9:00am Probationary Hose Lays (RSF #2 Tower) - Training Facility 9:30am Shift Meeting (RSF-4 Training Room) - Training-Calendar	8:30am SCBAs (Sta 2 classroom) - Training-Calendar	9:00am Swift water E26 13 (Carlsbad Jetties @ power plant) - Tra 1:30pm Swift water E26 14 (Carlsbad Jetties @ power plant) - Tra	9:00am Swift water E26 13 (Carlsbad Jetties @ power plant) - Tra 1:30pm Swift water E26 14 (Carlsbad Jetties @ power plant) - Tra	1:30pm Wildland PrePlan Drill ENC #1, #3, #4 and #5 (To Be Determined) - Michael J. Gibb
Sep 19 - 25	19	20	21	22	23	24	25
		Kyle 3rd Quarter Exam		8:30am Captains Meeting (RSF 4) - Tony Michel 9:00am Captain's Meeting (Sta 4 Classroom) 9:30am Career Survival	8:00am 8:00am Entry Level Dispatch Interviews - Round 3 (RSFFS2 - Training Room) - Kristin Barsness	8:00am Entry Level Dispatch Interviews - Round 3 9:00am Swift water E26 13 (Carlsbad Jetties @ power plant) - Tra 1:30pm Swift water E26 14 (Carlsbad Jetties @ power plant) - Tra	9:00am Elfin Forest Tower (Sta 2 Tower) - Training-Calendar 1:00pm Boy Scout Tour (RSF 4) - Mike M. Shore
Sep 26 - Oct 2	26	27	28	29	30	Oct 1	2
		8:00am ENC Engineers Exam (Sta 2 Tower) - Training-Calendar	Grant Smith 3rd Quarter Exam	9:00am Department Photo (Sta 4) 1:30pm Wildland PrePlan Drill SOL, DMR and ENC #2 (TBD) - Michael J. Gibb	1:30pm C Shift Meeting (Sta 4 classroom) - Training-Calendar 5:00pm Member Appreciation (LA Fitness -		

Fairbanks Ranch Station Change Orders

[illegible]

Thank you Heroes

Tuesday September 7th 11:22 a.m. I found myself surrounded by people who stopped everything they were doing to help 2 strangers trapped in their mangled cars after a horrific collision. In the chaos that followed I was struck that, at that moment, all that represents the best in human nature unfolded in front of me.

My attention was drawn to what was left of a Black SUV facing the wrong direction in the northbound lane. I did not know until much later that another car was involved in what was a bad ... very bad head on collision. As I ran to assist, others were busy cutting the airbags to see who was inside, and if anyone was still alive. Based upon what was left of the car, there weren't going to be any survivors. The car was so crushed that only the passenger front door would open. A woman was slumped over the steering wheel. Then she was awake and moaning. She had survived. The first of many miracles. I got into the passenger seat & started to check out her condition. There was not much room between her, the steering wheel and dash board. Her legs were crushed in front of her, she was pinned. Her seat would not move. There was no way to get her out. She drifted off again & I tried to wake her.

Smoke was coming out of the engine area right in front of her and through the shattered & twisted dash board into the car. Something was burning and we all knew that things could, probably, would get much worse. There was no way to put the fire out. It was deep in the twisted remains of the SUV behind the dash board. _____ came to and called for help. "Help me, help me." I let her know that help was on the way. She was in a lot of pain and said she could not breath. She said, don't leave me, and I told her that I would stay with her until help arrived and that I would not leave her. I **would not leave her....** I could not leave her. Her head rolled back and she was out again. The smoke was now filling the car burning my lungs. I yelled out, "I need help". We needed fresh air and fast. There were no sirens in the distance. Come on... come on...

_____ was awake again....I remember praying with her. I asked God to stop the fire ...to put it out, and keep _____ alive until the paramedics arrived. I asked him to get the ambulances ... no life flight to us ASAP. What happened in the next 45 minutes was nothing short of a miracle. Gardeners,

homeowners, men and women had all jumped into action to help save these two women.. My prayers were answered in so many ways.

As the fire fighters and ambulances arrived, there was not much smoke left. The fire had burned itself out. God had answered my first prayer. I heard life flight in the distance. What a sweet wonderful sound. God has answered my second prayer. I told _____ she was going to be ok & to keep fighting... stay with me... come on _____, stay with me. She was so brave, she never gave up. I saw a little hand made Mommy bracelet on the shifter. I asked her about her child and her husband, she could not answer, then she was out again. _____ was still alive but starting to shake. She was going into shock. Her breathing was rapid but shallow. I could not feel a pulse. I was scared. With unbelievable tenacity the firefighters & rescue crews cut the car into pieces with the jaws of life, some really loud saws and I guess axes. There was deafening pounding & it seemed like at least 10 of them were pulling the car to pieces to get her out. They peeled the roof back like a sardine can and I pulled the glass covered blanket off of us. The smoke was gone and we had wonderful fresh air. It is hard to explain (and no, I'm not a religious fanatic) but at that moment I could feel God right there with us, and I knew that _____ was going to survive. My third prayer had been answered, and my time with my new friend _____ came to an end. She was pulled from the wreck and lifted to Scripps Hospital.

Some might call it fate, luck, or even misfortune, but I believe that it was none of that God had assembled all of us to be at that exact spot on Via de la Valle at 11:22 a.m. to help out two strangers and to help each other. I was surrounded by heroes who saved _____'s and my life.....

Last night I laid sleepless trying to piece all of it together, what had happened, what could have happened if that fire had erupted. I was also struck by a nagging thought, more like a regret of something that I did not do that I wish that I had. I wish that I would have gathered everyone together after Life Flight took off to thank them, thank all of the heroes who stopped to help these two strangers. I wish that we would have gathered and prayed together for the ladies as they flew away to the hospital for their multiple emergency life saving surgeries. I should have stopped and prayed and thanked God again for his hand in this rescue. So here it is, my thank you to all of the heroes, and my prayer.

Thank you; to the first people on the scene who called 911 and ran from car to car to help, to the emergency dispatch who sent us , with God Speed, needed help, to the people who kept traffic flowing so that law enforcement and emergency crews could make it to us, to the guys who risked their lives and broke out the side and rear windows and to those who stayed close by and held up the deflated side airbags so that we could breath some precious fresh air. I know how scary that was. I don't think [redacted] would have survived with all of the smoke that we were inhaling. You all risked your lives standing next to a burning car that could have blown up. You kept both of us alive Thank you. Thank you, to the guys/gals who stood by with the fire extinguishers smelling for gas and watching for flames ... ready and willing to protect us and fight a fire if one broke out, for the guy in the red shirt who ran up the road to my car and called my wife to let her know that I was safe, but helping out at a car crash and wouldn't be meeting her & the Dean for lunch, to the guys who shook out the glass and brought me some shirts so I could rest [redacted]'s head and give her oxygen, to those who located [redacted]'s phone in her purse and tried to reach her husband or friends to let them know that [redacted] was in a bad accident, to the people who located her driver's license and told the Sheriffs and CHP who she was, to the neighbors and others who had gathered next to the road and were praying for all of us, to all those who helped at the other car that had entrapped another woman, your courageous efforts saved her life.

Thank you to the CHP Officers and the Sheriffs, for clearing the roads to keep us from harm, and to the Fire fighters from RSF, and the City of Solana Beach and the County for literally cutting, pounding and peeling the car open to get us out. Thank you to the paramedics who stabilized both drivers and kept them alive. Thank you to Mercy Air and san Diego Air for all of their life saving efforts in route to the hospital, and for the call from Mercy Air to let me know that [redacted] had made it to the hospital alive. Thank you to the ER staff , the Trauma Surgeons, the nurses and all of the support staff at Scripps LJ for saving these two women's lives. You are all God sent. Thank you to all anonymous blood donors. Both ladies needed that life saving blood.

Here is my prayer,

Dear God, Thank you for giving me the opportunity to help someone in need. Thank you from the bottom of my heart for assembling all of the helpful bystanders, emergency crews, firefighters, Police and medical

personnel, life flight and the trauma doctors who saved these ladies lives. I pray that you will help them heal and ease their pain so that they can get back to their families and friends. Please keep all of our firefighters, law enforcement, emergency responders and the medical teams safe and help them know of our love and gratitude. And thank you God for keeping us from harm. In your service, and with God Speed.
"the guy with the red tie"

PETERSON & PRICE
A PROFESSIONAL CORPORATION

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EMPLOYMENT AGREEMENT

BETWEEN

Rancho Santa Fe FIRE
PROTECTION DISTRICT

AND

Tony J. Michel



EMPLOYMENT AGREEMENT
BETWEEN RANCHO SANTA FE FIRE PROTECTION DISTRICT
AND Tony J. Michel

This Agreement is made and entered into between Tony J. Michel (hereinafter referred to as "Michel") and RANCHO SANTA FE FIRE PROTECTION DISTRICT (hereinafter referred to as "District") in order to provide, in writing, the terms and conditions for the employment of Michel by the District.

NOW THEREFORE, IT IS HEREBY AGREED as follows:

1. Employment.

1.1 Position. District hereby employs Michel as Fire Chief, to perform the duties of such office as constituted by the Board, and to perform such other duties as the Board shall assign from time-to-time during the term of this Agreement. The duties of Fire Chief shall include, but not be limited to, the functions of Fire Chief as set out in the Fire Protection District Law of 1997, the current edition of the Uniform Fire Code adopted by District, and the District's own rules, regulations, policies, procedures and classification. Michel agrees to serve in said position pursuant to the terms and conditions set forth in this Agreement.

1.2 Full Time Employment. Michel's position, responsibility and authority as Fire Chief requires devoting full time to furnishing services under this Agreement and Michel shall fulfill, fully and adequately, all responsibilities required by this Agreement, including attendance at meetings of the Board at which the Michel's presence is required. Michel shall not engage in any outside employment without prior authorization from the Board, ***except to teach fire service related courses on Michel's own time.***

2. Compensation and Benefits.

2.1 Annual Compensation.

2.1.1 Base Pay. Michel will be a salaried, at-will employee and shall receive a base pay as identified in the approved resolution for salaries and benefits for management personnel, payable in semi-monthly installments. Michel starting base salary will be **XXXX,XXX**.00 effective November 1, 2010. The Board of Directors may increase said base pay annually based on Michel's performance, as the Board deems appropriate, as further provided herein. This base pay may not be reduced during the term of this Agreement, except that if the Board finds it necessary to reduce

salaries of all employees, Michel's base pay may be reduced by no more than the average salary reduction imposed on all other employees.

2.2 Fringe Benefits.

2.2.1 In General. Michel shall be entitled to receive all management fringe benefits as established from time to time, except as otherwise provided in this Agreement. These benefits shall include retirement, dental, health, life insurance, sick, vacation and holiday leave as set forth in the current Management Compensation Resolution.

2.2.2 Public Employees Retirement System. Michel shall be a member of the Public Employees' Retirement System under the category of "Safety Member Retirement." District shall pay employer's contribution along with Michel's share of 9%. Michel is also eligible for the EPMC program.

2.2.3 Vehicle and Transportation. District shall provide Michel with a District owned and maintained vehicle for Michel's use within San Diego County. Michel may use vehicle anywhere inside or outside the District to facilitate the District's business. Michel may use District vehicle outside San Diego County if it is for District related business. Michel shall be reimbursed for the actual cost of other modes of transportation used for District business.

2.2.4 Professional Development. The District shall pay the reasonable and necessary costs for Michel's professional development, including professional conferences, seminars, meetings, participation in professional associations, professional dues, and subscriptions as are deemed appropriate and approved by the Board. The Board may pay the costs of educational courses that enhance Michel's ability to perform his duties, including tuition and books that the Board deems appropriate, reasonable, and necessary. However, the educational costs reimbursement shall be no less than would be afforded other management employees of the District under the Management Compensation Plan.

3. Termination

3.1 By-Notice by Michel. Michel may resign and thereby terminate this Agreement at any time upon giving 90 days written notice to the Board of Directors of the District. Upon such termination, Michel shall be entitled to receive only such accrued benefits that may be due and payable at the time, but he shall not be entitled to any severance pay or other compensation.

3.2 By Notice by District.

3.2.1 At the Pleasure of the Board of Directors. Because the Fire Chief serves “at the pleasure” of the District Board of Directors, the District may terminate Michel’s employment with or without cause at any time. Michel shall not be entitled to severance pay, other than as set forth in 3.2.3.

3.2.2 No Hearing. Michel shall have no right to a hearing or other review of the reason or cause for his termination by the District and Michel hereby expressly waives any and all such rights which may otherwise be granted by law or which may be applicable to other employees of the District.

3.2.3 Severance Pay. The Board of Directors may terminate Michel's employment, and thereby terminate this Agreement, at any time. If the termination is without cause, Michel shall receive 180 days severance pay. Michel shall also be entitled to receive such accrued benefits that may be due and payable at the time.

3.2.4 If this Agreement is terminated by the District Board of Directors “for cause”, District shall have no further obligation to continue the employment of Michel. District shall have no obligation to provide notice to Michel prior to any “for cause” termination or to provide severance benefits to Michel after such termination. All payments of salary and benefits provided in this Agreement shall cease, however, Michel will be paid all salary and benefits accrued through the date of termination in accordance with District policy offered to other management employees terminating employment with District.

3.2.5 The term “for cause” as used in this Agreement shall mean any of the following: (a) conviction of a felony; or (b) conviction of any illegal act involving moral turpitude or personal gain; or (c) a plea of nolo contendere to any felony or illegal act involving moral turpitude or personal gain; or (d) any act constituting a knowing and intentional violation of the State’s conflict of interest code; or (e) any act by Michel which reflects negatively on the District whether he is representing the District or not; or (f) any abuse of office.

3.3 By Retirement. The employment of Michel, and this Agreement, shall automatically terminate upon the retirement of Michel and upon Michel giving ninety (90) days written notice of such retirement to the District.

3.4 By Death or Disability. The employment of Michel, and this Agreement, shall automatically terminate upon the death of Michel or upon the termination of his employment because of permanent disability. As used herein, disability shall have the same meaning and shall be determined in the same manner, as provided under PERS. Neither Michel nor his heirs, administrators, or assigns shall have any right under this Agreement to salary after such death or disability, but they shall have such rights and benefits as may be provided by law and PERS.

4. Performance and Evaluation.

- 4.1 The Board and Michel shall annually define such goals and performance objectives which they determine necessary for proper operation of the District in the attainment of the Board's policy objectives and shall establish a relative priority among said goals and objectives. This shall be reduced to writing and reviewed and approved by the Board.
- 4.2 The Board shall annually review and evaluate Michel's performance. Said reviews and evaluations shall be conducted in accordance with specific criteria developed jointly by the Board and Michel which may be added to, or deleted from, as the Board may from time to time determine in consultation with the Fire Chief. At that time, the Board will conduct a salary review.

5. Other Terms and Conditions of Employment.

- 5.1 Residency Michel shall maintain residency within a thirty-minute (30) response time to the District Headquarters Station.
- 5.2 The Board, in consultation with Michel, may fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Fire Chief.

6. CONFLICT OF INTEREST. Michel shall not accept favors from suppliers or District residents who have business association with suppliers or District residents who are conducting business or who are about to conduct business with the District, in the form of payment, compensation, loans, financial favor, or gratuities beyond commonly accepted business practice. Michel shall not have a financial interest in the business of a supplier or influence transactions with the owner or representative of a supplier. Michel shall consider his involvement in any situation where a conflict of interest appears possible and report such involvement to the Board.

Consistent with the provisions of State law as to political activities, Michel shall not engage in any activities that create a conflict of interest with his duties as Fire Chief or the interests of the District.

7. General Provisions.

- 7.1 This Agreement constitutes the entire agreement between the Board and Michel.
- 7.2 If any provision or any portion of this Agreement is held to be unconstitutional invalid, or unenforceable, the remainder shall be deemed severable, shall not be affected, and shall remain in full force and effect.

- 7.3 This Agreement may be amended only in writing by mutual agreement of the Board and Michel.
- 7.4 Michel is to be considered as management under the **Fair Labor Standards Act of 1985, Title 29 United States Code.**
- 7.5 This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 7.6 Each party acknowledges that it has had the opportunity to consult an attorney of its choice to explain the terms of this Agreement and the consequences of its execution, and that any failure to consult with an attorney prior to executing this Agreement shall not be grounds for invalidating the full force and effect of the executed Agreement. This Agreement shall not be interpreted for or against either party based on their roles in drafting the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 13th day of October 2010.

Tony J. Michel

RANCHO SANTA FE FIRE PROTECTION DISTRICT

By: _____
James Ashcraft, President
Board of Directors



**Rancho Santa Fe
Fire Protection District
Annual Financial Report
June 30, 2010**



Mission Statement

To serve the public through the protection of life, environment and property from fire and other emergencies through prevention, preparedness, education and response

Rancho Santa Fe Fire Protection District Board of Directors as of June 30, 2010

Name	Position	Elected/Appointed	Current Term
James Ashcraft	President	Elected	11/08 - 11/12
Thomas Hickerson	Vice President	Elected	11/06 - 11/10
Nancy C. Hillgren	Director	Elected	11/08 - 11/12
Randall Malin	Director	Elected	11/08 - 11/12
John C. Tanner	Director	Elected	11/06 - 11/10

**Rancho Santa Fe Fire Protection District
Nicholas G. Pavone, Fire Chief
16936 El Fuego Drive
Rancho Santa Fe, CA 92067 • (858) 756-5971
www.rsf-fire.org**

**Rancho Santa Fe
Fire Protection District
Annual Financial Report
For the Year Ended June 30, 2010**

Rancho Santa Fe Fire Protection District
Annual Financial Report
For the Year Ended June 30, 2010

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Financial Section



Charles Z. Fedak, CPA, MBA
Paul J. Kaymark, CPA

Charles Z. Fedak & Company

Certified Public Accountants
An Accountancy Corporation

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EMAIL czfco@czfcpa.com

Independent Auditor's Report

Board of Directors
Rancho Santa Fe Fire Protection District
Rancho Santa Fe, California

We have audited the accompanying financial statements of the Rancho Santa Fe Fire Protection District (District) as of and for the year ended June 30, 2010, which collectively comprise the District's basic financial statements as listed in the table of contents. These financial statements are the responsibility of the District's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the Rancho Santa Fe Fire Protection District as of June 30, 2010, and the respective changes in financial position and the respective budgetary comparison for the General Fund thereof for the year then ended in conformity with accounting principles generally accepted in the United States of America.

In accordance with *Government Auditing Standards*, we have also issued a report dated August 25, 2010, on our consideration of the District's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be read in conjunction with this report in considering the results of our audit.

Management's discussion and analysis and the budgetary comparison information are not a required part of the basic financial statements but are supplementary information required by the Governmental Accounting Standards Board. We have applied limited procedures, which consisted principally of inquiries of management regarding the methods of measurement and presentation of the required supplementary information. However, we did not audit the information or express an opinion on it.

August 25, 2010
Cypress, California

Ch. Z. Fedak, CPA, MBA
An Accountancy Corporation

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Rancho Santa Fe Fire Protection District
Management's Discussion and Analysis, continued
For the Year Ended June 30, 2010

As management of the Rancho Santa Fe Fire Protection District (District), we offer readers of the District's financial statements this narrative overview and analysis of the financial activities and performance of the District for the fiscal year ended June 30, 2010. Please read it in conjunction with additional information that we have furnished in the accompanying basic financial statements, which follow this section.

Financial Highlights

- The District's net assets increased 5.9% or \$1,760,107 from \$29,912,044 to \$31,672,151.
- Total revenues increased 0.7% or \$86,920 due primarily from increases in charges for services – fire protection and capital grants and contributions.
- Total expenses decreased 3.3% or \$343,413 due primarily from decreases in contractual services and materials and supplies expenses.

Using This Financial Report

This annual report consists of a series of financial statements. The Statement of Net Assets and the Statement of Activities provide information about the activities and performance of the District using accounting methods similar to those used by private sector companies. The Statement of Net Assets includes all of the District's investments in resources (assets) and the obligations to creditors (liabilities). It also provides the basis for computing a rate of return, evaluating the capital structure of the District and assessing the liquidity and financial flexibility of the District. All of the current year's revenue and expenses are accounted for in the Statement of Activities. This statement measures the success of the District's operations over the past year and can be used to determine the District's profitability and credit worthiness.

District Activities

The Rancho Santa Fe Fire Protection District was formed on October 14, 1946 under an order adopted by the County Board of Supervisors. At the time, the District was comprised of one Chief and 15 volunteer suppression personnel who protected an estimated 3,800 residents.

After operating over 60 years, the District now spans approximately 42-square miles and protects over 27,751 citizens. What was once an all-volunteer force operating out of a single fire station is now a full-time fire protection agency comprised of one Chief, one Deputy Chief, four Battalion Chiefs, 39 paid fire suppression positions, five fire prevention positions and four administrative positions.

The District is governed by a five-person elected Board of Directors. The Board is responsible for establishing policies, guidelines and providing direction for Fire District staff. Board meetings are held the second Wednesday of each month at 1:00 p.m.

The District currently operates out of four full-time fire stations serving communities surrounding and within Rancho Santa Fe, 4S-Ranch, Fairbanks Ranch, Cielo, Crosby and Del Dios.

Rancho Santa Fe Fire Protection District
Management's Discussion and Analysis, continued
For the Year Ended June 30, 2010

Government-wide Financial Statements

Statement of Net Assets and Statement of Activities

One of the most important questions asked about the District's finances is, "Is the District better off or worse off as a result of this year's activities?" The Statement of Net Assets and the Statement of Activities report information about the District in a way that helps answer this question. These statements include all assets and liabilities using the *accrual basis of accounting*, which is similar to the accounting used by most private sector companies. All of the current year's revenues and expenses are taken into account regardless of when the cash is received or paid.

These two statements report the District's *net assets* and changes in them. Think of the District's net assets – the difference between assets and liabilities – as one way to measure the District's financial health, or *financial position*. Over time, *increases or decreases* in the District's net assets are one indicator of whether its *financial health* is improving or deteriorating. You will need to consider other non-financial factors; however, such as changes in the District's property tax and assessment base to assess the *overall health* of the District.

Governmental Funds Financial Statements

Balance Sheet and Statement of Revenues, Expenditures and Changes in Fund Balance

Governmental funds are used to account for essentially the same functions reported as *governmental activities* in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near-term inflows and outflows of spendable resources*, as well as on *balances of spendable resources* available at the end of the fiscal year. Such information may be useful in evaluating a government's near term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures and changes in fund balance provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*.

Notes to the Basic Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the basic financial statements can be found after the basic financial statements.

Other Information

In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information concerning the District's budgetary information and compliance. Required supplementary information can be found after the notes to the financial statements.

Rancho Santa Fe Fire Protection District
Management's Discussion and Analysis, continued
For the Year Ended June 30, 2010

Government-wide Financial Analysis

Condensed Statement of Net Assets

	<u>2010</u>	<u>2009</u>	<u>Change</u>
Assets:			
Current assets	\$ 16,633,390	15,047,496	1,585,894
Capital assets, net	<u>16,117,483</u>	<u>16,040,197</u>	<u>77,286</u>
Total assets	<u><u>32,750,873</u></u>	<u><u>31,087,693</u></u>	<u><u>1,663,180</u></u>
Liabilities:			
Current liabilities	653,005	787,904	(134,899)
Non-current liabilities	<u>425,717</u>	<u>387,745</u>	<u>37,972</u>
Total liabilities	<u><u>1,078,722</u></u>	<u><u>1,175,649</u></u>	<u><u>(96,927)</u></u>
Net assets:			
Net investment in capital assets	16,117,483	16,040,197	77,286
Restricted – fire mitigation	4,530,430	4,564,579	(34,149)
Restricted – PASIS	435,723	436,779	(1,056)
Restricted – ALS	75,161	34,512	40,649
Restricted – MDC	72,261	47,571	24,690
Unrestricted	<u>10,441,093</u>	<u>8,788,406</u>	<u>1,652,687</u>
Total net assets	<u><u>\$ 31,672,151</u></u>	<u><u>29,912,044</u></u>	<u><u>1,760,107</u></u>

As noted earlier, net assets may serve over time as a useful indicator of a government's financial position. In the case of the District, assets of the District exceeded liabilities by \$31,672,151 as of June 30, 2010.

A portion of the District's net assets (51% or \$16,117,483) reflects its investment in capital assets (net of accumulated depreciation), less any related debt used to acquire those assets that are still outstanding. The District uses these capital assets for operations; consequently, these assets are *not* available for future spending. At the end of fiscal year 2010, the District shows a positive balance in its unrestricted net assets of \$10,441,093 that may be utilized in future years.

The District has designated use of its unrestricted net assets as follows:

Designated for fire protection – operating reserve	\$ 4,250,000
Designated for fire protection – retirement reserve	500,000
Designated for fire protection – capital reserve	<u>5,691,093</u>
Total	<u><u>\$ 10,441,093</u></u>

The District receives a bulk of its funding from the San Diego County Tax Collector at the end of the months of December and April, which coincides with the property tax payment dates of December 10 and April 10. The District will need to utilize its six-month operating reserve until this funding is received.

Rancho Santa Fe Fire Protection District
Management's Discussion and Analysis, continued
For the Year Ended June 30, 2010

Condensed Statement of Activities

	<u>2010</u>	<u>2009</u>	<u>Change</u>
Expenses:			
Fire protection operations	\$ 10,168,336	10,511,749	(343,413)
Total expenses	<u>10,168,336</u>	<u>10,511,749</u>	<u>(343,413)</u>
Program revenues	1,035,931	710,604	325,327
General revenues	10,892,512	11,130,919	(238,407)
Total revenues	<u>11,928,443</u>	<u>11,841,523</u>	<u>86,920</u>
Change in net assets	1,760,107	1,329,774	430,333
Net assets – beginning of period	29,912,044	28,582,270	1,329,774
Net assets – end of period	<u>\$ 31,672,151</u>	<u>29,912,044</u>	<u>1,760,107</u>

The statement of activities shows how the government's net assets changed during the fiscal year. In the case of the District, net assets increased by \$1,760,107 during the fiscal year ended June 30, 2010.

Governmental Funds Financial Analysis

The focus of the District's *governmental funds* is to provide information on near-term inflows, outflows, and balances of *spendable* resources. Such information is useful in assessing the District's financing requirements. In particular, the *unreserved fund balance* may serve as a useful measure of the government's net resources for spending at the end of the fiscal year.

As of June 30, 2010 the District's General Fund reported a fund balance of \$11,715,666. An amount of \$10,431,107 constitutes the District's *unreserved fund balance*, which is available for future District operations. The remainder of fund balance of \$1,284,559 is *reserved* to indicate that it is not available for future spending because it is held for other activities.

Capital Asset Administration

Changes in capital assets for 2010 were as follows:

	<u>Balance 2009</u>	<u>Additions</u>	<u>Deletions/ Transfers</u>	<u>Balance 2010</u>
Non-depreciable assets	\$ 4,107,944	558,417	-	4,666,361
Depreciable assets	16,792,548	150,088	(364,554)	16,578,082
Accumulated depreciation	<u>(4,860,295)</u>	<u>(631,219)</u>	<u>364,554</u>	<u>(5,126,960)</u>
Total capital assets, net	<u>\$ 16,040,197</u>	<u>77,286</u>	<u>-</u>	<u>16,117,483</u>

At the end of fiscal year 2010, the District's investment in capital assets amounted to \$16,117,483 (net of accumulated depreciation). This investment in capital assets includes structures and improvements, and equipment and vehicles.

Requests for Information

The District's basic financial statements are designed to present users with a general overview of the District's finances and to demonstrate the District's accountability. If you have any questions about the report or need additional information, please contact the District's Administrative Manager, Karlana Rannals, at the Rancho Santa Fe Fire Protection District, P.O. Box 410, 16936 El Fuego, Rancho Santa Fe, California, 92067 or (858) 756-5971.

Basic Financial Statements

Rancho Santa Fe Fire Protection District
Statements of Net Assets
June 30, 2010
With comparative amounts as of June 30, 2009

	<u>2010</u>	<u>2009</u>
Current assets:		
Cash and cash equivalents (note 2)	\$ 11,119,482	9,662,217
Restricted – cash and cash equivalents (note 2)	5,130,851	5,082,434
Accrued interest receivable	20,312	30,044
Restricted – accrued interest receivable	10,048	19,698
Accounts receivable – other fees	219,295	85,015
Restricted – accounts receivable – mitigation fees	114,798	99,862
Property taxes receivable	8,618	9,438
Prepaid expenses and deposits	9,986	58,788
Total current assets	<u>16,633,390</u>	<u>15,047,496</u>
Non-current assets:		
Capital assets, net (note 3)	<u>16,117,483</u>	<u>16,040,197</u>
Total assets	<u><u>32,750,873</u></u>	<u><u>31,087,693</u></u>
Current liabilities:		
Accounts payable and accrued expenses	126,542	274,132
Accrued salaries and wages	260,752	265,971
Deferred revenue – advanced life support deposit	-	7,354
Workers' compensation claims payable – PASIS (note 10)	123,805	111,199
Long-term liabilities - due in less than one year:		
Compensated absences (note 4)	<u>141,906</u>	<u>129,248</u>
Total current liabilities	<u>653,005</u>	<u>787,904</u>
Non-current liabilities:		
Long-term liabilities - due in more than one year:		
Compensated absences (note 4)	<u>425,717</u>	<u>387,745</u>
Total liabilities	<u><u>1,078,722</u></u>	<u><u>1,175,649</u></u>
Net assets:		
Net investment in capital assets	16,117,483	16,040,197
Restricted – fire mitigation	4,530,430	4,564,579
Restricted – public agency self insurance system	435,723	436,779
Restricted – advanced life support	75,161	34,512
Restricted – mobile data computers	72,261	47,571
Unrestricted	<u>10,441,093</u>	<u>8,788,406</u>
Total net assets	<u><u>\$ 31,672,151</u></u>	<u><u>29,912,044</u></u>

See accompanying notes to the basic financial statements

Rancho Santa Fe Fire Protection District
Statements of Activities
For the Year Ended June 30, 2010
With comparative amounts for the Year Ended June 30, 2009

	<u>2010</u>	<u>2009</u>
<i>Governmental Activities:</i>		
Expenses:		
Fire protection operations:		
Salaries and wages	\$ 5,899,346	5,837,612
Employee benefits	2,435,974	2,527,211
Contractual services	781,919	913,859
Materials and supplies	419,879	593,422
Depreciation	631,218	639,645
Total expenses	<u>10,168,336</u>	<u>10,511,749</u>
Program revenues:		
Charges for services – fire protection	593,123	305,173
Operating grants and contributions – fire protection	21,985	88,846
Capital grants and contributions – fire protection	420,823	316,585
Total program revenues	<u>1,035,931</u>	<u>710,604</u>
Net program expense	<u>9,132,405</u>	<u>9,801,145</u>
General revenues:		
Property taxes (note 6)	9,908,021	10,099,032
In-lieu of property taxes – developer payments	268,643	122,727
Interest earnings	140,526	298,727
Rental income – cellular antennas	139,370	190,790
Firefighting personnel reimbursement	82,452	417,883
Recovery of costs – underground fuel tanks	326,879	-
Other	26,621	1,760
Total general revenues	<u>10,892,512</u>	<u>11,130,919</u>
Change in net assets	1,760,107	1,329,774
Net assets – beginning of year	<u>29,912,044</u>	<u>28,582,270</u>
Net assets – end of year	<u>\$ 31,672,151</u>	<u>29,912,044</u>

Rancho Santa Fe Fire Protection District
Reconciliation of the Balance Sheet of Governmental
Type Funds to the Statement of Net Assets
June 30, 2010

	<u>General Fund</u>	<u>Mitigation Fund</u>	<u>Total Governmental</u>	<u>Reclassifications & Eliminations</u>	<u>Statement of Net Assets</u>
Current assets:					
Cash and cash equivalents	\$ 11,119,482	-	11,119,482	-	11,119,482
Restricted – cash and cash equivalents	706,845	4,424,006	5,130,851	-	5,130,851
Accrued interest receivable	20,312	-	20,312	-	20,312
Restricted – accrued interest receivable	105	9,943	10,048	-	10,048
Accounts receivable – other fees	219,295	-	219,295	-	219,295
Restricted – accounts receivable – mitigation fees	-	114,798	114,798	-	114,798
Property taxes receivable	8,618	-	8,618	-	8,618
Internal balances – due from other fund	-	-	-	-	-
Prepaid expenses and deposits	9,986	-	9,986	-	9,986
Total current assets	<u>12,084,643</u>	<u>4,548,747</u>	<u>16,633,390</u>	<u>-</u>	<u>16,633,390</u>
Non-current assets:					
Capital assets, net	-	-	-	16,117,483	16,117,483
Total assets	<u>12,084,643</u>	<u>4,548,747</u>	<u>16,633,390</u>	<u>16,117,483</u>	<u>32,750,873</u>
Current liabilities:					
Accounts payable and accrued expenses	108,225	18,317	126,542	-	126,542
Accrued salaries and wages	260,752	-	260,752	-	260,752
Deferred revenue – advanced life support deposit	-	-	-	-	-
Workers' compensation claims payable – PASIS	-	-	-	123,805	123,805
Internal balances – due to other fund	-	-	-	-	-
Compensated absences	-	-	-	141,906	141,906
Total current liabilities	<u>368,977</u>	<u>18,317</u>	<u>387,294</u>	<u>265,711</u>	<u>653,005</u>
Non-current liabilities:					
Long-term liabilities - due in more than one year:					
Compensated absences	-	-	-	425,717	425,717
Total liabilities	<u>368,977</u>	<u>18,317</u>	<u>387,294</u>	<u>691,428</u>	<u>1,078,722</u>
Fund balance:					
Reserved – prepaid expenses and deposits	9,986	-	9,986	(9,986)	-
Reserved – workers' compensation claims payable	123,805	-	123,805	(123,805)	-
Reserved – compensated absences	567,623	-	567,623	(567,623)	-
Reserved – public agency self insurance system	435,723	-	435,723	(435,723)	-
Reserved – advanced life support	75,161	-	75,161	(75,161)	-
Reserved – mobile data computers	72,261	-	72,261	(72,261)	-
Reserved for mitigation	-	4,530,430	4,530,430	(4,530,430)	-
Unreserved:					
Designated for fire protection – operating reserve	4,250,000	-	4,250,000	(4,250,000)	-
Designated for fire protection – retirement reserve	500,000	-	500,000	(500,000)	-
Designated for fire protection – capital reserve	5,681,107	-	5,681,107	(5,681,107)	-
Total fund balance	<u>11,715,666</u>	<u>4,530,430</u>	<u>16,246,096</u>	<u>(16,246,096)</u>	<u>-</u>
Total liabilities and fund balance	<u>\$ 12,084,643</u>	<u>4,548,747</u>	<u>16,633,390</u>	<u>(15,554,668)</u>	<u>1,078,722</u>
Net assets:					
Net investment in capital assets					16,117,483
Restricted – fire mitigation					4,530,430
Restricted – public agency self insurance system					435,723
Restricted – advanced life support					75,161
Restricted – mobile data computers					72,261
Unrestricted					10,441,093
Total net assets					<u>\$ 31,672,151</u>
Reconciliation:					
Fund balance of governmental funds					16,246,096
Amounts reported for governmental activities in the statement of net assets is different because:					
Capital assets used in governmental activities are not current financial resources and, therefore, are not reported in the governmental funds balance sheet.					16,117,483
Long-term liabilities applicable to the District are not due and payable in the current period and accordingly are not reported as fund liabilities. All liabilities' both current and long-term, are reported in the Statement of Net Assets.					
Compensated absences					(567,623)
Workers' compensation claims payable – PASIS					(123,805)
Net assets of governmental activities					<u>31,672,151</u>

See accompanying notes to the basic financial statements

Rancho Santa Fe Fire Protection District
Reconciliation of the Statement of Revenues, Expenditures and Changes in
Fund Balance of Governmental Type Funds to the Statement of Activities
For the Year Ended June 30, 2010

	<u>General Fund</u>	<u>Mitigation Fund</u>	<u>Total Governmental</u>	<u>Reclassifications & Eliminations</u>	<u>Statement of Activities</u>
Expenditures/Expenses:					
Fire protection operations:					
Salaries and wages	\$ 5,848,716	-	5,848,716	50,630	5,899,346
Employee benefits	2,423,368	-	2,423,368	12,606	2,435,974
Contractual services	781,919	-	781,919	-	781,919
Materials and supplies	419,879	-	419,879	-	419,879
Depreciation	-	-	-	631,218	631,218
Capital outlay					
Structures, equipment and vehicles	708,504	-	708,505	(708,505)	-
Total expenditures/expenses	<u>10,182,386</u>	<u>-</u>	<u>10,182,387</u>	<u>(14,051)</u>	<u>10,168,336</u>
Program revenues:					
Charges for services – fire protection	593,123	-	593,123	-	593,123
Operating grants and contributions – fire protection	21,985	-	21,985	-	21,985
Capital grants and contributions – fire protection	-	420,823	420,823	-	420,823
Total program revenues	<u>615,108</u>	<u>420,823</u>	<u>1,035,931</u>	<u>-</u>	<u>1,035,931</u>
Net program expense	<u>9,567,278</u>	<u>(420,823)</u>	<u>9,146,456</u>	<u>(14,051)</u>	<u>9,132,405</u>
General revenues:					
Property taxes	9,908,021	-	9,908,021	-	9,908,021
In-lieu of property taxes – developer payments	268,643	-	268,643	-	268,643
Interest earnings	90,883	49,643	140,526	-	140,526
Rental income – cellular antennas	139,370	-	139,370	-	139,370
Firefighting personnel reimbursement	82,452	-	82,452	-	82,452
Recovery of costs – underground fuel tanks	326,879	-	326,879	-	326,879
Other	26,621	-	26,621	-	26,621
Total general revenues	<u>10,842,869</u>	<u>49,643</u>	<u>10,892,512</u>	<u>-</u>	<u>10,892,512</u>
Total revenues	<u>11,457,977</u>	<u>470,466</u>	<u>11,928,443</u>		
Excess of revenues over expenditures	<u>1,275,591</u>	<u>470,466</u>	<u>1,746,056</u>		
Other financing sources(uses):					
Transfers in(out)	504,615	(504,615)	-		
Net change in fund balance	<u>1,780,206</u>	<u>(34,149)</u>	<u>1,746,056</u>	<u>(1,746,056)</u>	
Change in net assets	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,760,107</u>	<u>1,760,107</u>
Fund balance/Net assets – beginning of year	9,935,460	4,564,579	14,500,039	-	29,912,044
Fund balance/Net assets – end of year	<u>\$ 11,715,666</u>	<u>4,530,430</u>	<u>16,246,095</u>	<u>14,051</u>	<u>31,672,151</u>

Reconciliation:

Net changes in fund balance of total governmental funds					1,746,056
Amounts reported for governmental activities in the statement of activities is different because:					
Governmental funds report capital outlay as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives as depreciation expense.					
Capital outlay					708,505
Depreciation expense					(631,218)
Some expenses reported in the statement of activities do not require the use of current financial resources and therefore are not reported as expenses in governmental funds as follows:					
Net change in compensated absences for the current period					(50,630)
Net change in workers' compensation claims payable–PACIS for the current period					(12,606)
Change in net assets of governmental activities					<u>1,760,107</u>

See accompanying notes to the basic financial statements

Rancho Santa Fe Fire Protection District
Notes to the Basic Financial Statements
June 30, 2010

(1) Reporting Entity and Summary of Significant Accounting Policies

A. Organization and Operations of the Reporting Entity

The Rancho Santa Fe Fire Protection District was formed on October 14, 1946 under an order adopted by the County Board of Supervisors. The District spans approximately 42-square miles and protects over 27,751 citizens. The District is governed by a five-person elected Board of Directors. The Board is responsible for establishing policies, guidelines and providing direction for Fire District staff.

B. Basis of Accounting and Measurement Focus

The *basic financial statements* of the District are composed of the following:

- Government-wide financial statements
- Fund financial statements
- Notes to the basic financial statements

Financial reporting is based upon all GASB pronouncements, as well as any applicable pronouncements of the Financial Accounting Standards Board (FASB), the Accounting Principals Board (APB), or any Accounting Research Bulletins (ARB) issued on or before November 30, 1989, unless they contradict or conflict with GASB pronouncements.

Government-wide Financial Statements

These statements are presented on an *economic resources* measurement focus and the accrual basis of accounting. Accordingly, all of the District's assets and liabilities, including capital assets, are included in the accompanying Statement of Net Assets. The Statement of Activities presents changes in net assets. Under the accrual basis of accounting, revenues are recognized in the period in which the liability is incurred. The Statement of Activities demonstrates the degree to which the direct expenses of a given function are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function. The types of transactions reported as program revenues for the District are to be reported in three categories, if applicable: 1) charges for services, 2) operating grants and contributions, and, 3) capital grants and contributions. Charges for services include revenues from customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function. Grant and contributions include revenues restricted to meeting the operational or capital requirements of a particular function. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Governmental Fund Financial Statements

These statements include a Balance Sheet and a Statement of Revenues, Expenditures and Changes in Fund Balances for all major governmental funds. Incorporated into these statements is a schedule to reconcile and explain the differences in net assets as presented in these statements to the net assets presented in the Government-wide Financial Statements. The District has presented its General Fund, as its major fund, in this statement to meet the qualifications of GASB Statement No. 34.

Rancho Santa Fe Fire Protection District
Notes to the Basic Financial Statements, continued
June 30, 2010

(1) Reporting Entity and Summary of Significant Accounting Policies, continued

B. Basis of Accounting and Measurement Focus, continued

Governmental funds are accounted for on a spending or *current financial resources* measurement focus and the modified accrual basis of accounting. Accordingly, only current assets and liabilities are included on the Balance Sheet. The Statement of Revenues, Expenditures and Changes in Fund Balances present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current assets. Under modified accrual basis of accounting, revenues are recognized in the accounting period in which they become measurable and available to finance expenditures of the current period. Accordingly, revenues are recorded when received in cash, except that revenues subject to accrual (generally 60-days after year-end) are recognized when due. The primary sources susceptible to accrual for the district are property taxes and assessments, interest earnings, investment revenue and operating and capital grant revenues. Expenditures are generally recognized under the modified accrual basis of accounting when the related fund liability is incurred. However, exceptions to this rule include principal and interest on debt, which are recognized when due.

When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first, and then unrestricted resources as they are needed.

The District reports the following major governmental funds:

General Fund – is a government's primary operating fund. It accounts for all financial resources of the District, except those required to be accounted for in another fund when necessary.

Mitigation Fund – is used for fees collected that can only be used to purchase capital assets.

C. Assets, Liabilities and Net Assets

1. Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported changes in District net assets during the reporting period. Actual results could differ from those estimates.

2. Cash and Cash Equivalents

Substantially all of District's cash is invested in interest bearing cash accounts. The District considers all highly liquid investments with initial maturities of three months or less to be cash equivalents.

3. Investments and Investment Policy

The District has adopted an investment policy directing the Fiscal Officer to deposit funds in financial institutions. Investments are to be made in the following areas:

- San Diego County Pooled Investment Fund (SDCPIF)
- State of California local area investment fund (LAIF)
- U.S. Treasury Bills, Notes, and Bonds
- Negotiable Certificates of Deposit
- Government Agency Securities

Changes in fair value that occur during a fiscal year are recognized as unrealized gains or losses and reported for that fiscal year. Investment income comprises interest earnings, changes in fair value, and any gains or losses realized upon the liquidation or sale of investments.

Rancho Santa Fe Fire Protection District
Notes to the Basic Financial Statements, continued
June 30, 2010

(1) Reporting Entity and Summary of Significant Accounting Policies, continued

C. Assets, Liabilities and Net Assets, continued

San Diego County Pooled Investment Fund

The San Diego County Pooled Investment Fund (SDCPIF) is a pooled investment fund program governed by the County of San Diego Board of Supervisors, and administered by the County of San Diego Treasurer and Tax Collector. Investments in SDCPIF are highly liquid as deposits and withdrawals can be made at anytime without penalty. SDCPIF does not impose a maximum investment limit.

The County of San Diego's bank deposits are either Federally insured or collateralized in accordance with the California Government Code. Pool detail is included in the County of San Diego Comprehensive Annual Financial Report (CAFR). Copies of the CAFR may be obtained from the County of San Diego Auditor-Controller's Office – 1600 Pacific Coast Highway – San Diego, CA 92101.

Local Agency Investment Fund

LAIF is regulated by California Government Code (Code) Section 16429 and is under the management of the State of California Treasurer's Office with oversight provided by the Local Agency Investment Advisory Board.

LAIF is carried at fair value based on the value of each participating dollar as provided by LAIF. The fair value of the District's position in the LAIF is the same as the value of its pooled share. Investments in securities of the U.S. government or its agencies are carried at fair value based on quoted market prices. Bank balances are secured by the pledging of a pool of eligible securities to collateralize the District's deposits with the bank in accordance with the Code.

4. Property Taxes and Assessments

Property tax in California is levied in accordance with Article 13A of the State Constitution at one percent (1%) of countywide assessed valuations. Secured property taxes are levied on July 1 and become delinquent on December 10 and April 10, for the first and second installments, respectively. Unsecured personal property taxes are collected in one installment and become delinquent August 31.

Property taxes are allocated on the County of San Diego's annual tax bills to property owners who receive fire protection service by the District. The County of San Diego Tax Collector's Office collects the property taxes payments from the property owners and transfers the collections to the District's operating fund held with the County Treasurer's Office. The District has adopted the *Teeter Plan* as defined under the California Revenue and Taxation Code. Under the Teeter Plan, the District receives from the County 99.6% of the annual assessed secured and unsecured property taxes, with the County responsible for the collection of any delinquent property taxes.

Therefore, the County receives the benefits of collecting all penalty and interest charges on the delinquent property taxes; hence, no accrual for uncollected property taxes is recorded at year-end.

5. Prepaid Expenses

Certain payments to vendors reflects costs or deposits applicable to future accounting periods and are recorded as prepaid items in both the government-wide and fund financial statements.

6. Restricted Assets

Certain assets are restricted as to their use, and therefore, are classified as restricted on the Statement of Net Assets.

Rancho Santa Fe Fire Protection District
Notes to the Basic Financial Statements, continued
June 30, 2010

(1) Reporting Entity and Summary of Significant Accounting Policies, continued

C. Assets, Liabilities and Net Assets, continued

7. Capital Assets

Capital assets are recorded in the government-wide financial statements. Included in capital assets are land, building, building improvements, equipment and furniture and fixtures. District policy has set the capitalization threshold for reporting capital assets at \$10,000. Donated assets are recorded at estimated fair market value at the date of donation. Capital outlay is recorded as expenditures of the General Fund and as assets in the government-wide financial statements to the extent the District's capitalization threshold is met. Depreciation is recorded on a straight-line basis over the estimated useful lives of the assets as follows:

- Structures and improvements – 20 to 40 years
- Equipment and vehicles – 5 to 10 years

8. Compensated Absences

The District's policy is to permit full time employees to accumulate earned vacation leave. Safety employees with more than one year but less than 4 years may accumulate 144 hours of vacation per year; 168 hours for the fifth through ninth year of employment; 192 hours for the tenth through fourteenth year of employment; 240 hours for the fifteenth through nineteenth; and 288 hours thereafter. Safety management positions accrue vacation leave from 15 to 25 days per year depending on their position. Administrative employees in their first through fifth year may accumulate 80 hours of vacation per year; 120 hours for the sixth through tenth year; 136 hours for the eleventh through fifteenth year; 160 hours for the sixteenth through twentieth; and 200 hours after 21 years. Vacations may accumulate beyond the end of the calendar year.

9. Net Assets

The financial statements utilize a net assets presentation. Net assets are categorized as follows:

- **Net Investment in Capital Assets** – This component of net assets consists of capital assets, net of accumulated depreciation and reduced by any outstanding debt outstanding against the acquisition, construction or improvement of those assets.
- **Restricted Net Assets** – This component of net assets consists of constraints placed on net assets use through external constraints imposed by creditors, grantors, contributors, or laws or regulations of other governments or constraints imposed by law through constitutional provisions or enabling legislation.
- **Unrestricted Net Assets** – This component of net assets consists of net assets that do not meet the definition of *restricted* or *net investment in capital assets*.

Rancho Santa Fe Fire Protection District
Notes to the Basic Financial Statements, continued
June 30, 2010

(2) Cash and Cash Equivalents

Cash and cash equivalents as of June 30, 2010, are classified in the Statement of Net Assets as follows:

Cash and cash equivalents	\$ 11,119,482
Restricted cash and cash equivalents	5,130,851
Total	\$ 16,250,333

Cash and cash equivalents as of June 30, 2010, consist of the following:

Cash on hand	\$ 350
Deposits held with financial institutions	229,670
Deposits held with San Diego County Pooled Investment Fund (SDCPIF)	12,953,505
Deposits held with California Local Agency Investment Fund (LAIF)	2,462,925
Deposits held with Public Agencies Self Insurance System (PASIS)	531,622
Deposits held at NCDJPA (Mobile Data Computer- MDC)	72,261
Total	\$ 16,250,333

As of June 30, 2010, the District's authorized deposits had the following maturities:

Deposits held with San Diego County Pooled Investment Fund (SDCPIF)	425 days
Deposits held with the California Local Agency Investment Fund (LAIF)	203 days
Deposits held with PASIS are primarily held with SDCPIF	425 days

Authorized Deposits and Investments

Under provisions of the District's investment policy, and in accordance with Section 53601 of the California Government Code, the District may invest in certain types of investments as listed in Note 1(D)(3) to the financial statements.

Custodial Credit Risk

Custodial credit risk for *deposits* is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. The California Government Code and the District's investment policy does not contain legal or policy requirements that would limit the exposure to custodial credit risk for deposits, other than the following provision for deposits: The California Government Code requires that a financial institution secure deposits made by state or local governmental units by pledging securities in an undivided collateral pool held by a depository regulated under state law (unless so waived by the governmental unit). The market value of the pledged securities in the collateral pool must equal at least 110% of the total amount deposited by the public agencies. The District had deposits with bank balances totaling \$578,576 as of June 30, 2010 at five banking institutions. Of the bank balances, up to \$250,000 is federally insured per institution and the remaining balance is collateralized in accordance with the Code; however, the collateralized securities are not held in the District's name.

The custodial credit risk for *investments* is the risk that, in the event of the failure of the counterparty (e.g., broker-dealer) to a transaction, a government will not be able to recover the value of its investment or collateral securities that are in the possession of another party. The Code and the District's investment policy contain legal and policy requirements that would limit the exposure to custodial credit risk for investments. With respect to investments, custodial credit risk generally applies only to direct investments in marketable securities. Custodial credit risk does not apply to a local government's indirect investment in securities through the use of mutual funds or government investment pools (such as SDCPIF and LAIF).

Rancho Santa Fe Fire Protection District
Notes to the Basic Financial Statements, continued
June 30, 2010

(2) Cash and Cash Equivalents, continued

Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. The longer the maturity an investment has the greater its fair value has sensitivity to changes in market interest rates. The District's investment policy follows the Code as it relates to limits on investment maturities as a means of managing exposure to fair value losses arising from increasing interest rates.

Credit Risk

Credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization; however, LAIF is not rated. As of June 30, 2010, the District's investment in the SDCPIF was rated by Standard & Poor's as AAAs / S1.

Concentration of Credit Risk

The District's investment policy contains various limitations on the amounts that can be invested in any one governmental agency or non-governmental issuer as stipulated by the California Government Code. The District's deposit portfolio with governmental agencies, SDCPIF and LAIF, are 80% and 15% of the District's total depository and investment portfolio, respectively. There were no investments in any one non-governmental issuer that represent 5% or more of the District's total investments.

(3) Capital Assets

Changes in capital assets for the year were as follows:

	<u>Balance 2009</u>	<u>Additions</u>	<u>Deletions/ Transfers</u>	<u>Balance 2010</u>
Non-depreciable assets:				
Land	\$ 3,374,840	-	-	3,374,840
Construction-in progress	733,104	558,417	-	1,291,521
Total non-depreciable assets	<u>4,107,944</u>	<u>558,417</u>	<u>-</u>	<u>4,666,361</u>
Depreciable assets:				
Structures and improvements	12,814,253	111,853	(300,000)	12,626,106
Equipment and vehicles	3,978,295	38,235	(64,554)	3,951,976
Total depreciable assets	<u>16,792,548</u>	<u>150,088</u>	<u>(364,554)</u>	<u>16,578,082</u>
Accumulated depreciation:				
Structures and improvements	(2,625,219)	(314,776)	300,000	(2,639,995)
Equipment and vehicles	(2,235,076)	(316,443)	64,554	(2,486,965)
Total accumulated depreciation	<u>(4,860,295)</u>	<u>(631,219)</u>	<u>364,554</u>	<u>(5,126,960)</u>
Total depreciable assets, net	<u>11,932,253</u>	<u>(481,131)</u>	<u>-</u>	<u>11,451,122</u>
Total capital assets, net	<u>\$ 16,040,197</u>			<u>16,117,483</u>

Major capital asset additions during the year for equipment and vehicles included construction-in-process at the Fairbanks Station (\$558,417), a deposit to purchase an administration building and parking lot (\$111,853), one staff vehicle (\$18,313) and copier (\$19,922).

Rancho Santa Fe Fire Protection District
Notes to the Basic Financial Statements, continued
June 30, 2010

(4) Compensated Absences

The District's policy is to permit employees to accumulate earned vacation. The liability for vested vacation leave is recorded as an expense when earned. Upon termination or retirement, employees are entitled to receive compensation at their current base salary for all unused vacation.

The changes to compensated absences balances at June 30, were as follows:

<u>Balance</u> <u>2009</u>	<u>Earned</u>	<u>Taken</u>	<u>Balance</u> <u>2010</u>	<u>Due Within</u> <u>One Year</u>	<u>Due in more</u> <u>than one year</u>
\$ 516,993	509,176	(458,546)	567,623	141,906	425,717

(5) Reserves and Designations of Fund Balance

The District has established reserves and designations of its fund balance. Reservations of fund balance represent amounts that are not appropriable for future expenditures or are legally segregated for a specific purpose. Designations of fund balance represent tentative plans for financial resource utilization in a future period. Such plans are subject to change and may not result in expenditures for the indicated purpose. The District's reserves and designations of fund balance are explained below as to the nature and purpose of each reserve and designation.

- a. **Reserved – prepaid expenses and deposits:** These funds have been expended; however, the expenditure will be recognized in a future period.
- b. **Reserved – worker's compensation claims payable:** These funds are reserved for workers' compensation self-insurance claims estimated to be paid.
- c. **Reserved – compensated absences:** These funds are reserved for pay-out of accrued compensated absences in future periods.
- d. **Reserved – public agency self-insurance system:** These funds are reserved for workers' compensation self-insurance reserve through the Public Agency Self-Insurance System.
- e. **Reserved – advanced life support:** These funds are reserved for the advanced life support program.
- f. **Reserved – mobile data computers:** These funds are reserved for replacement of mobile data computers.
- g. **Reserved for mitigation:** These funds are reserved for capital outlay expenditures.
- h. **Designated for fire protection – operating reserves:** These funds are designated for use in the District's fire protection services for the six month period of July 1 to December 31 or until the first half portion of property tax payments is remitted to the District from the San Diego County Tax Collector's Office after the December 10th payment deadline.
- i. **Designated for fire protection – retirement reserves:** These funds are designated for retirement funding.
- j. **Designated for fire protection – capital reserves:** These funds are designated for use in the District's fire protection services for capital replace of facilities, equipment or fire apparatus.

(6) Property Taxes and Sale of a Receivable

Under the provisions of the State of California Proposition 1A and as part of the 2010 fiscal year State of California budget package passed by the California State Legislature on July 28, 2009, the State of California borrowed 8.0% of the amount of property tax revenue apportioned to cities, counties and special districts. The State of California is required to repay this borrowing plus interest by June 30, 2013. After repayment of this initial borrowing, the California State Legislature may consider only one additional borrowing within a ten-year period. The amount of the borrowing pertaining to the District was \$780,226.

Rancho Santa Fe Fire Protection District
Notes to the Basic Financial Statements, continued
June 30, 2010

(6) Property Taxes and Sale of a Receivable, continued

Authorized with the 2010 fiscal year State of California budget package, the State of California Proposition 1A Securitization Program (Securitization Program) was instituted by the California Statewide Communities Development Authority (California Communities), a joint-powers authority sponsored by the California State Association of Counties and the League of California Cities, to enable local governments to sell their State of California Proposition 1A receivables to California Communities. Under the Securitization Program, California Communities simultaneously purchased the State of California Proposition 1A receivables and issued bonds (Prop 1A Bonds) to provide California local governmental agencies with cash proceeds in two equal installments, on January 15, 2010 and May 3, 2010. The purchase price paid to the California local governmental agencies equaled 100% of the amount of the property tax reduction. All transaction costs of the issuance and interest were paid by the State of California. Participating California local governmental agencies have no obligation on the bonds and no credit exposure to the State of California. The District participated in the Securitization Program and accordingly property tax revenue has been recorded in the same manner as if the State of California had not exercised its rights under State of California Proposition 1A. The receivable sale proceeds were equal to the book value of the property tax reduction for each agency and, as a result, no gain or loss was recorded to recognize these proceeds.

(7) Deferred Compensation Savings Plan

For the benefit of its employees, the District participates in a 457 Deferred Compensation Program (Program). The purpose of this Program is to provide deferred compensation for public employees that elect to participate in the Program. Generally, eligible employees may defer receipt of a portion of their salary until termination, retirement, death or unforeseeable emergency. Until the funds are paid or otherwise made available to the employee, the employee is not obligated to report the deferred salary for income tax purposes.

Federal law requires deferred compensation assets to be held in trust for the exclusive benefit of the participants. Accordingly, the District is in compliance with this legislation. Therefore, these assets are not the legal property of the District, and are not subject to claims of the District's general creditors. Market value of the plan assets held in trust by ING Life Insurance and Annuity Company at June 30, 2010 was \$4,212,211.

The District has implemented GASB Statement No. 32, *Accounting and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation Plans*. Since the District has little administrative involvement and does not perform the investing function for this plan, the assets and related liabilities are not shown on the statement of net assets.

(8) Health Retirement Savings Account

For the benefit of its employees, the District established, with the consent of a Trustee, a trust that is known as RSFFPD VEBA Health Savings Trust (Trust). The effective date of the Trust was January 1, 2006. The purposes of the Trust are (1) to provide a source of funds to pay benefits and administrative expenses under the District's Medical Retirement Savings Plan (Plan), and (2) to permit Trust assets to be invested and such earnings thereon to be not taxable under the Internal Revenue Code (Code).

All assets of the Plan are held in the Trust by the Trustee. The Trust is intended to qualify as a tax exempt trust under the Section 501(c)(9) of the Code. The assets held in the trust are for the exclusive benefit of the participants. Therefore, these assets are not the legal property of the District and are not subject to claims of the District's general creditors. Market value of the plan assets held in trust by ING Life Insurance and Annuity Company at June 30, 2010 was \$676,946.

Rancho Santa Fe Fire Protection District
Notes to the Basic Financial Statements, continued
June 30, 2010

(9) Defined Benefit Pension Plan

Plan Description

The District contributes to the California Public Employees Retirement System (CalPERS), a cost-sharing multi-employer defined benefit pension plan. CalPERS provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. CalPERS acts as a common investment and administrative agent for participating public agencies within the State of California. Benefit provisions and all other requirements are established by state statute and the Agency. Copies of CalPERS annual financial report may be obtained from their executive Office: 400 P Street, Sacramento, CA, 95814.

Funding Policy

The contribution rate for plan members in the Safety CalPERS 3.0% at 50 Risk Pool Retirement Plan is 9% of their annual salary, and the contribution rate for plan members in the Miscellaneous CalPERS 2.7% at 55 Risk Pool Retirement Plan is 8% of their annual covered salary. The District makes these contributions required of District employees on their behalf and for their account. Also, the District is required to contribute the actuarially determined remaining amounts necessary to fund the benefits for its members. The required employer contribution rates for the Safety Plan and the Miscellaneous Plan for fiscal years 2010, 2009 and 2008 are noted below. The contribution requirements of the plan members are established by State statute, and the employer contribution rate is established and may be amended by CalPERS. For fiscal years 2010, 2009 and 2008, the District's annual contributions for the CalPERS plan were equal to the District's required and actual contribution for each fiscal year as follows:

Three Year Funding Information:

Fiscal Year	Annual Pension Cost (APC)	Percentage of APC Contributed	Net Pension Obligation	APC - Safety Percentage of Payroll	APC - Misc Percentage of Payroll
2008	\$ 1,474,078	100%	-	16.881%	10.307%
2009	1,330,952	100%	-	17.609%	11.056%
2010	1,363,829	100%	-	17.983%	11.476%

(10) Risk Management

The District is exposed to various risks of loss and has effectively managed risk through a combination of insurance, with deductibles, self-insurance, and employee education and prevention programs. Expenditures and claims are recognized when it is probable that a loss has occurred and the amount of the loss can be reasonably estimated. In determining claims, events that might create claims, but for which none have been reported, are considered. In addition, there were no settlements or claims in the past three years that exceeded insurance coverage.

The District is self-insured for workers' compensation benefits. The District is one of nine participants in the Public Agency Self-Insurance System (PASIS). PASIS is a joint-powers authority which was established in 1977 for the purpose of operating and maintaining a cooperative program of self-insurance and risk management for workers' compensation. There is no pooling of workers' compensation liability between the participants, and each participant self-insures their liability up to \$500,000 per occurrence. All members are responsible for paying their own claims and related expenses. PASIS may advance funds to members who have incurred large losses; however, these advances must be repaid. Excess insurance is purchased above the self-insured retention. As of June 30, 2010, the liability for workers' compensation claims payable was estimated at \$123,805.

Rancho Santa Fe Fire Protection District
Notes to the Basic Financial Statements, continued
June 30, 2010

(10) Risk Management

Changes in workers' compensation claims payable for the year ended June 30, 2010, were as follows:

Estimated claims, beginning of year	\$	111,199
Estimated claims incurred		210,666
Claim payments		<u>(198,060)</u>
Estimated claims, end of year	\$	<u>123,805</u>

The District is insured for a variety of potential exposures. The following is a summary of the insurance policies carried by the District as of June 30, 2010:

- General liability: \$1,000,000 per occurrence and \$3,000,000 aggregate. The District purchased additional excess coverage layers: \$10 million per occurrence and \$20 million aggregate for general and auto liability, which increases the limits on the insurance coverage noted above.
- Auto liability: \$1,000,000 liability limits and deductibles applied to specific vehicles with a \$1,000 deductible on Comprehensive and Collision, and other vehicles have a \$1,000 deductible on Comprehensive and on Collision.

(11) Governmental Accounting Standards Board Statements Issued, Not Yet Effective

The Governmental Accounting Standards Board (GASB) has issued several pronouncements prior to June 30, 2010, that have effective dates that may impact future financial presentations.

Governmental Accounting Standards Board Statement No. 54

In February 2009, the GASB issued Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*. The objective of this Statement is to enhance the usefulness of fund balance information by providing clearer fund balance classifications that can be more consistently applied and by clarifying the existing governmental fund type definitions. This Statement establishes fund balance classifications that comprise a hierarchy based primarily on the extent to which a government is bound to observe constraints imposed upon the use of the resources reported in governmental funds. This statement is not effective for this District until the fiscal year ended June 30, 2011. This statement is not expected to have a significant impact on the presentation of the District's financial statements.

(12) Contingencies

Grant Awards

Grant funds received by the District are subject to audit by the grantor agencies. Such audit could lead to requests for reimbursements to the grantor agencies for expenditures disallowed under terms of the grant. Management of the District believes that such disallowances, if any, would not be significant.

Litigation

In the ordinary course of operations, the District is subject to other claims and litigation from outside parties. After consultation with legal counsel, the District believes the ultimate outcome of such matters, other than the matter discussed above, will not materially affect its financial condition.

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Required Supplementary Information

Rancho Santa Fe Fire Protection District
Budgetary Comparison Schedule – General Fund
For the Year Ended June 30, 2010

	Adopted Original Budget	Board Approved Changes	Revised Budget	Actual Budgetary Basis	Variance Positive (Negative)
Expenditures/Expenses:					
Fire protection operations:					
Salaries and wages	\$ 5,942,000	-	5,942,000	5,848,716	93,284
Employee benefits	2,617,000	-	2,617,000	2,423,368	193,632
Contractual services	1,075,000	-	1,075,000	781,919	293,081
Materials and supplies	474,000	-	474,000	419,879	54,121
Capital outlay	6,921,000	-	6,921,000	708,504	6,212,496
Total expenditures/expenses	17,029,000	-	17,029,000	10,182,386	6,846,614
Program revenues:					
Charges for services – fire protection	488,000	-	488,000	593,123	105,123
Operating grants and contributions – fire protection	11,000	-	11,000	21,985	10,985
Total program revenues	499,000	-	499,000	615,108	116,108
General revenues:					
Property taxes	10,036,000	-	10,036,000	9,908,021	(127,979)
In-lieu of property taxes – developer payments	103,000	-	103,000	268,643	165,643
Interest earnings	189,000	-	189,000	90,883	(98,117)
Rental income – cellular antennas	144,000	-	144,000	139,370	(4,630)
Firefighting personnel reimbursement	25,000	-	25,000	82,452	57,452
Recovery of costs – underground fuel tanks	-	-	-	326,879	326,879
Other	88,000	-	88,000	26,621	(61,379)
Total general revenues	10,585,000	-	10,585,000	10,842,869	257,869
Total revenues	11,084,000	-	11,084,000	11,457,977	373,977
Excess of revenues over(under) expenditures	(5,945,000)	-	(5,945,000)	1,275,591	(6,472,637)
Other financing sources(uses):					
Transfers in(out)	5,405,000	-	5,405,000	504,615	-
Net change in fund balance	(540,000)	-	(540,000)	1,780,206	
Fund balance – beginning of year	9,935,460	-	9,935,460	9,935,460	
Fund balance – end of year	<u>\$ 9,395,460</u>	<u>-</u>	<u>9,395,460</u>	<u>11,715,666</u>	

Rancho Santa Fe Fire Protection District
Budgetary Comparison Schedule – Mitigation Fund
June 30, 2010

	<u>Adopted Original Budget</u>	<u>Board Approved Changes</u>	<u>Revised Budget</u>	<u>Actual Budgetary Basis</u>	<u>Variance Positive (Negative)</u>
Expenditures/Expenses:					
Capital outlay					
Structures, equipment and vehicles	\$ -	-	-	-	-
Total expenditures/expenses	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Program revenues:					
Capital grants and contributions – fire protection	\$ 237,500	-	237,500	420,823	183,323
Total program revenues	<u>237,500</u>	<u>-</u>	<u>237,500</u>	<u>420,823</u>	<u>183,323</u>
General revenues:					
Interest earnings	112,200	-	112,200	49,643	(62,557)
Total general revenues	<u>112,200</u>	<u>-</u>	<u>112,200</u>	<u>49,643</u>	<u>(62,557)</u>
Total revenues	<u>349,700</u>	<u>-</u>	<u>349,700</u>	<u>470,466</u>	<u>120,766</u>
Excess of revenues over expenditures	349,700	-	349,700	470,466	120,766
Other financing sources(uses):					
Transfers in(out)	(5,405,000)	-	(5,405,000)	(504,615)	(4,900,385)
Net change in fund balance	<u>(5,055,300)</u>	<u>-</u>	<u>(5,055,300)</u>	<u>(34,149)</u>	<u>(4,779,619)</u>
Fund balance – beginning of year	4,564,579	-	4,564,579	4,564,579	
Fund balance – end of year	<u>\$ (490,721)</u>	<u>-</u>	<u>(490,721)</u>	<u>4,530,430</u>	

Notes to Required Supplementary Information

(1) Budgets and Budgetary Data

The District follows specific procedures in establishing the budgetary data reflected in the financial statements. Each year the District's District Manager and Fiscal Officer prepares and submits an operating budget to the Board of Directors for the General Fund and Mitigation Fund no later than June of each year. The basis used to prepare the budget does not differ substantially from the modified accrual basis of accounting. The adopted budget becomes operative on July 1. The Board of Directors must approve all supplemental appropriations to the budget and transfers between major accounts. The District's annual budget is presented as a balanced budget (inflows and reserves equal outflows and reserves) adopted for the General Fund at the detailed expenditure-type level.

The District presents a comparison of the annual budget to actual results for the General Fund at the functional expenditure-type major object level for financial reporting purposes. The budgeted expenditure amounts represent the adopted budget. No Board approved supplemental appropriations were made. The budgeted revenue amounts represent the adopted budget as originally approved.

Report on Compliance and Internal Controls



Charles Z. Fedak, CPA, MBA
Paul J. Kaymark, CPA

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Independent Auditor's Report on Internal Controls Over Financial Reporting And on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards

Board of Directors
Rancho Santa Fe Fire Protection District
Rancho Santa Fe, California

We have audited the basic financial statements of the Rancho Santa Fe Fire Protection District (District) as of and for the year ended June 30, 2010 and have issued our report thereon dated August 25, 2010. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered the District's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the District's internal control over financial reporting.

A control deficiency exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect misstatements on a timely basis. A significant deficiency is a control deficiency, or combination of control deficiencies, that adversely affects the District's ability to initiate, authorize, record, process, or report financial data reliably in accordance with generally accepted accounting principles such that there is more than a remote likelihood that a misstatement of the District's financial statements that is more than inconsequential will not be prevented or detected by the District's internal control. A material weakness is a significant deficiency, or combination of significant deficiencies, that results in more than a remote likelihood that a material misstatement of the financial statements will not be prevented or detected by the District's internal control. Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and would not necessarily identify all deficiencies in internal control that might be significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grants, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance that are required to be reported under *Government Auditing Standards*.

This report is intended solely for the information and use of the Board of Directors and management and is not intended to be and should not be used by anyone other than these specified parties.

August 25, 2010
Cypress, California

Charles Z. Fedak, CPA
An Accountancy Corporation

STAFF REPORT

NO. 10-22

TO: BOARD OF DIRECTORS
FROM: NICHOLAS G. PAVONE
SUBJECT: SECOND AMENDMENT TO AGREEMENT FOR COOPERATIVE
MANAGEMENT SERVICES
DATE: OCTOBER 6, 2010



BACKGROUND

On October 7, 2009, the Board authorized the District to enter into an "Agreement for Cooperative Management Services" with the Cities of Encinitas, Del Mar and Solana Beach for the purposes of sharing fire department management services.

The agreement outlines the services provided by the parties, compensation, and payment terms. The agreement, which became effective October 15, 2009, promotes cost-effectiveness and efficiency across several local agencies

On September 22, 2010, the Board authorized the "First Amendment to Agreement For Cooperative Efforts." This document updated the scope of services and personnel costs to the original agreement and did not have any changes for RSF. There were some minor personnel changes for the coastal cities that involved the training officer position.

CURRENT SITUATION

As a result of personal changes in ENC and RSF there are vacant positions and opportunities for additional sharing of existing positions. The greatest benefit to this phase II realignment is that more positions will be shared by all four agencies. This allows for the maximum financial benefit and optimum efficiency of operations.

For the Fire District, this realignment also assists with the immediate need of the vacant Deputy Chief position. This allows for RSF to contract with three shared positions that will assist Chief Michel for duty coverage and District operations. This realignment will also fill in the void that will be created when Captain Galindo returns to his regular shift responsibility after completion of the Fairbanks replacement station.

There is also a direct financial benefit to this realignment that will help the District to limit and contain personnel costs. The Districts contribution for the shared Deputy Chiefs is \$222,000. This is offset by the shared revenue of \$123,000 for Chief Davidson and the savings of the

vacant RSF Deputy Chief position (\$244,600). The net result is the District will realize a savings/revenue of \$145,700.

RECOMMENDATION

The proposed phase II realignment provides additional shared Chief Officer positions that are necessary for adequate duty coverage and operational efficiency. The proposed organization not only provides for immediate staffing needs, but will also provide for long term staffing needs after the temporary staff position is returned to its previous shift position.

The financial benefit also provides an immediate and long-term benefit. The vacancy of the Deputy Chief position reduces the District's CalPERS, workers comp liability, and other associated benefits; as well as the salary compensation savings.

There has been considerable discussion at the Board and staff level as to the pros and cons of the current and proposed realignment. Staff is unanimous and excited about the future opportunities that are possible with this phase II realignment. The Staff recommends that the Board approve and authorize the Board President to sign the second amendment to the agreement for cooperative management services.

ATTACHMENTS

Second Amendment to Agreement for Cooperative Management Services

SECOND AMENDMENT TO
AGREEMENT FOR COOPERATIVE MANAGEMENT SERVICES

This Amendment ("**Amendment**") is entered into the _____ day of October, 2010 ("**Effective Date**") regarding that certain AGREEMENT FOR COOPERATIVE MANAGEMENT SERVICES dated October 15, 2009 by and between CITY OF DEL MAR, CITY OF ENCINITAS, RANCHO SANTA FE FIRE PROTECTION DISTRICT and the CITY OF SOLANA BEACH (collectively the "**Parties**") ("**Agreement**").

Recitals

WHEREAS, Section 14 of the Agreement permits amendment of the Agreement by a writing signed by the Parties;

WHEREAS, the Parties agree to amend the Agreement as more fully stated herein.

NOW, THEREFORE, the Parties agree as follows:

1. Exhibit "A" (Description of Services) is hereby deleted and a new Exhibit "A" (Description of Services) attached hereto as Attachment "1" is substituted in its place.
2. Exhibit "B" (Annual Payments for Services) is hereby deleted and a new Exhibit "B" (Annual Payments for Services) attached hereto as Attachment "2" is substituted in its place.
3. This Amendment may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
4. Except as specifically provided herein, all terms shall have the same meaning as defined in the Agreement.
5. Except as specifically amended herein, the Agreement shall remain in full force and effect.

[Signatures on Next Page]

Executed the first day and year appearing above at San Diego, California.

City of Del Mar
a Municipal Corporation

By: _____

Name: _____

Its: _____

City of Encinitas
a Municipal Corporation

By: _____

Name: _____

Its: _____

Rancho Santa Fe Fire Protection District
a Special District

By: _____

Name: _____

Its: _____

City of Solana Beach
a Municipal Corporation

By: _____

Name: _____

Its: _____

ATTACHMENT 1

EXHIBIT A

Description of Services

The **Rancho Santa Fe Fire Protection District (RSF)** will furnish the following services:

1. Duty Coverage.

The Rancho Santa Fe Fire Protection District will furnish the management services that include the positions of Shift Battalion Chiefs (3) to the City of Del Mar, City of Encinitas and City of Solana Beach in order to provide supervision of operations for their Fire Departments. Said management services shall include the following:

- a. Provide emergency incident command officer coverage.*
- b. Perform a management role and assume command of field operations as well as direct assigned personnel at the scene of emergencies involving fire, all types of accidents, gas leaks, flooded structures, hazardous materials and life saving and rescue work.
- c. Make decisions on the utilization and practical application of agency resources to ensure proper emergency coverage is maintained.
- d. Effectuate policies, orders, rules and regulations. Enforce agency rules and regulations and recommend and takes disciplinary action when necessary.
- e. Assure agency health and safety guidelines are followed, and exercise discretion to ensure a safe working environment is maintained.
- f. Respond to incidents requiring a chief officer, when necessary.
- g. Daily supervision of personnel. Supervise adherence to agency policies and procedures (i.e., personnel rules, administrative policies, purchasing and budget policies, budget administration, department emergency operations policies, memorandum of understanding, vacation, and sick leave policies, etc.).
- h. Conduct morning briefings with all shift personnel at the fire stations.
- i. Communicate daily activities with each Operations Chief and disseminate critical information.
- j. Meet with company officers in each station to explain new orders, answer questions, discuss policies and procedures, and ensure proper awareness of new standards.
- k. Receive and relay and pertinent information; deliver interdepartmental mail.
- l. Assist the Operation Chief with company officers' evaluations.
- m. Assist Company Officer with counseling and coaching of subordinates when there is a performance or personnel problem, if necessary.
- n. Participate in training activities and observe companies as they participate in drills.

- o. Act as initiating official for investigations and citizen's complaints; Analyze information obtained and handle as appropriate, or develop a report for further consideration.
- p. Maintain records and review RMS reports per developed program.
- q. Participate in captains' meetings when on duty.
- r. Participate in agency scheduled operations or staff meetings.

*Should RSF personnel at or above the Battalion Chief level be unavailable to respond, the Cities of Del Mar, Encinitas and Solana Beach will use shared duty officers from other cooperating agencies or choose to provide their own "Duty Officer"

2. Training Officer

The Rancho Santa Fe Fire Protection District will furnish the management services of a non-shift Battalion Chief (1) to oversee the training function of the Encinitas, Del Mar and Solana Beach Fire Departments. Said management services shall include the following:

- a. Under direction of the Fire Chiefs, coordinate the training program for the members of the Encinitas, Del Mar and Solana Beach Fire Departments.
- b. Prepare and oversee said training program.
- c. Monitor required annual training attendance records.
- d. Ensure annual state and federal training mandates are met.
- e. Ensure that all firefighters are instructed in the same firefighter techniques (North Zone Operations and Training Manual).
- f. Provide training guidance and management to Encinitas, Del Mar and Solana Beach fire personnel.
- g. Establish training standards and develop curriculum and lesson plans.
- h. Develop a master training schedule including multi-company drills on a regular basis.
- i. Training shall include the development of a training academy for new hires.
- j. Evaluate training effectiveness and periodically review training records for completeness.
- k. Represent the Encinitas, Del Mar and Solana Beach Fire Departments at Zone and County training activities and meetings.
- l. Provide oversight of the Department(s) Community Emergency Response Team (CERT) program(s).
- m. Oversee firefighter recruitment, testing (including promotional) and hiring.

The **Encinitas Fire Department** will furnish the following services:

1. Management Services for Del Mar

The Encinitas Fire Department will furnish the management services that include the positions of Fire Chief (1), Deputy Chiefs (2), Fire Marshal (1) and Management Analyst (1) to the City of Del Mar in order to manage its Fire Department. Said management services shall include the following:

- a. Under the direction and supervision of the City Manager of Del Mar, provide broad policy guidance, fire management expertise and leadership to Del Mar fire personnel.
- b. Confer with Del Mar Fire Department personnel when required to ascertain the needs and evaluate the efficiency of the services provided by the Del Mar Fire Department to its citizens.
- c. As directed by the City Manager, respond to citizen complaints regarding personnel or services, requests for services, and inquires.
- d. Provide support to major incidents.
- e. Promote a harmonious working relationship between fire prevention and suppression personnel of each respective agency while striving to uphold each Fire Department's Mission Statement.
- f. Coordinate assignment and maintenance programs of fire apparatus and equipment.
- g. Supervise and provide direction when needed for fire prevention, suppression, and EMS activities for the City of Del Mar.
- h. Supervise personnel of the Del Mar Fire Department. Supervise adherence to Del Mar policies and procedures (i.e. personnel rules, administrative policies, purchasing and budget policies, budget administration, department emergency operations policies, memorandum of understanding, vacation, and sick leave policies).
- i. As directed by the City Manager, attend and represent the Del Mar Fire Department and implement Del Mar's policies and directives at various local and regional meetings [i.e. City Council (when required), City Manager staff meetings, County Fire Chiefs, North Zone, CSA-17, UDC].
- j. Supervise the purchasing of materials and equipment within the budgetary constraints of Del Mar.
- k. Provide overhead supervision for safety, command and control functions on an as needed basis.
- l. Provide support personnel dependent upon nature and location of incident for Emergency Operation Center (EOC) activities, during activation.
- m. Assist in the maintenance of the Cities' emergency plans and coordinate training for Del Mar staff.
- n. Administer grant programs and submit applications for grants.
- o. Prepare and review budgets and facilitate cost recovery.

2. Management Services for Solana Beach

The Encinitas Fire Department proposes to furnish the management services that include the positions of Fire Chief (1), Deputy Chiefs (2), Fire Marshal (1) and Management Analyst (1) to the City of Solana Beach in order to manage its Fire Department. Said management services shall include the following:

- a. Under the direction and supervision of the City Manager of Solana Beach, provide broad policy guidance, fire management expertise and leadership to Solana Beach fire personnel.
- b. Confer with Solana Beach Fire Department personnel when required to ascertain the needs and evaluate the efficiency of the services provided by the Solana Beach Fire Department to its citizens.
- c. At the direction of the City Manager, respond to citizen complaints regarding personnel or services, requests for services, and inquires.
- d. Provide support to major incidents.
- e. Promote a harmonious working relationship between fire prevention and suppression personnel of each respective agency while striving to uphold each Fire Department's Mission Statement.
- f. Coordinate assignment and maintenance programs of fire apparatus and equipment.
- g. Supervise and provide direction when needed for fire prevention, suppression, and EMS activities for the City of Solana Beach.
- h. Supervise personnel of the Solana Beach Fire Department. Supervise adherence to Solana Beach policies and procedures (i.e. personnel rules, administrative policies, purchasing and budget policies, budget administration, department emergency operations policies, memorandum of understanding, vacation, and sick leave policies).
- i. As directed by the City Manager, attend and represent the Solana Beach Fire Department and implement Solana Beach's policies and directives at various local and regional meetings [i.e., City Council (when required), City Manager staff meetings, County Fire Chiefs, North Zone, CSA-17, UDC, etc.].
- j. Supervise the purchasing of materials and equipment within the budgetary constraints of Solana Beach.
- k. Provide overhead supervision for safety, command and control functions on an as needed basis.
- l. Provide support personnel, dependent upon nature and location of incident for Emergency Operation Center (EOC) activities, during activation.
- m. Assist in the maintenance of the Cities' emergency plans and coordinate training for Del Mar staff.
- n. Administer grant programs and submit applications for grants.
- o. Prepare and review budgets and facilitate cost recovery.

3. Management Services for the Rancho Santa Fe Fire Protection District

The Encinitas Fire Department proposes to furnish the management services that include the positions of Deputy Chiefs (2) in order to manage the operations and administrative services functions of its Fire Department. Said management services shall include the following:

- a. Under the direction and supervision of the Fire Chief of the Rancho Santa Fe Fire Protection District (RSFFPD), provide broad policy guidance, fire management expertise and leadership to Rancho Santa Fe fire personnel.
- b. Confer with Rancho Santa Fe Fire Department personnel when required to ascertain the needs and evaluate the efficiency of the services provided by the RSFFPD to its citizens.
- c. As directed by the Fire Chief, respond to citizen complaints regarding personnel or services, requests for services and inquiries.
- d. Provide support to major incidents.
- e. Promote a harmonious working relationship between fire prevention and suppression personnel of each respective agency while striving to uphold each Fire Department's Mission Statement.
- f. Supervise and provide direction when needed for fire suppression and EMS activities of the RSFFPD.
- g. Supervise personnel of the RSFFPD. Supervise adherence to RSFFPD policies and procedures (i.e. personnel rules, administrative policies, purchasing and budget policies, budget administration, department emergency operations policies, memorandum of understanding, vacation, and sick leave policies).
- h. As directed by the Fire Chief, attend and represent the RSFFPD and implement its policies and directives at various local and regional meetings [i.e. Board of Directors (when required), staff meetings, County Fire Chiefs, North Zone, CSA-17, UDC].
- i. Supervise the purchasing of materials and equipment within the budgetary constraints of RSFFPD.
- j. Provide overhead supervision for safety, command and control functions on an as needed basis.
- k. Assume the duties of Public Information Officer (PIO), as necessary.
- l. Serve as Safety Officer, as necessary.
- m. Oversee and manage the RSFFPD participation in the Regional Communications System (RCS) and Computer Aided Dispatch (CAD) and Records Management Systems (RMS) and coordinate support to RSFFPD personnel for these systems.
- n. Oversee and manage special projects, as assigned by the Fire Chief.

The **Solana Beach Fire Department** will furnish the following services:

1. Support Services for Del Mar, Encinitas and the Rancho Santa Fe Fire Protection District

The Solana Beach Fire Department will furnish a Deputy Chief (1) to oversee the support services function of the Del Mar, Encinitas and Rancho Santa Fe Fire Departments. Said support services shall include the following:

- a. Coordinate assignment and maintenance programs of fire apparatus and equipment.
- b. As directed by the Fire Chiefs, attend and represent the RSFFPD and implement its policies and directives at various local and regional meetings [i.e. Board of Directors (when required), staff meetings, County Fire Chiefs, North Zone, CSA-17, UDC].
- c. Oversee and manage special projects, as assigned by the Fire Chiefs.
- d. Oversee maintenance program for fire stations and serve as point of contact for fire personnel for facility maintenance or procurement requests.
- e. Direct the forecast of funds needed for staffing, equipment, materials and supplies.
- f. Monitor and approve expenditures and request budget adjustments.

ATTACHMENT 2

EXHIBIT B

Annual Payment for Services

TBD – TBD

	DMR	SOL	ENC	RSF	Total (Salary & Benefits)
DIRECTOR PS/ FIRE CHIEF	\$ 29,725	\$ 46,339	\$ 156,631	\$ -	\$ 232,695
DEPUTY CHIEF (OPERATIONS)	\$ 18,765	\$ 28,498	\$ 81,568	\$ 76,517	\$ 205,348
DEPUTY CHIEF (ADMINISTRATIVE SERVICES)	\$ 18,765	\$ 28,498	\$ 81,568	\$ 76,517	\$ 205,348
DEPUTY CHIEF (SUPPORT SERVICES)	\$ 16,962	\$ 25,760	\$ 73,730	\$ 69,165	\$ 185,617
BATTALION CHIEF (TRAINING) ¹	\$ 17,959	\$ 27,275	\$ 78,066	\$ 73,231	\$ 196,531
BATTALION CHIEF (3) ¹	\$ 54,870	\$ 83,331	\$ 238,509	\$ 223,738	\$ 600,448
FIRE MARSHAL	\$ 20,185	\$ 31,467	\$ 106,364	\$ -	\$ 158,016
MANAGEMENT ANALYST	\$ 15,156	\$ 23,627	\$ 79,862	\$ -	\$ 118,645
TOTAL	\$ 192,387	\$ 294,795	\$ 896,298	\$ 519,168	\$ 1,902,648

ENC REVENUE	\$ 102,596	\$ 158,430	N/A	\$ 153,033
RSF REVENUE	\$ 72,829	\$ 110,605	\$ 316,574	N/A
SOL REVENUE	\$ 16,962	N/A	\$ 73,730	\$ 69,165

Cost Allocation	DMR	SOL	ENC	RSF
ENC Fire Chief/Fire Marshal/Analyst	12.77%	19.91%	67.31%	
RSF Battalion Chiefs/ ENC Deputy Chiefs / SOL Deputy Chief	9.14%	13.88%	39.72%	37.26%

¹ Total salary and benefits cost for Rancho Santa Fe FPD Battalion Chiefs does not reflect any possible salary increase effective 7/1/11.

Contract costs are shaded.

RESOLUTION 2010-07

A Resolution of the Rancho Santa Fe Fire Protection District Board of Directors
Adopting a Memorandum of Understanding between the Rancho Santa Fe Fire
Protection District and the Rancho Santa Fe Professional Firefighters Association –
Local 4349

This Memorandum of Understanding, hereinafter referred to as the "MOU", is by and between the Rancho Santa Fe Fire Protection District, hereinafter referred to as the "District", and the Rancho Santa Fe Professional Firefighters Association – Local 4349, hereinafter referred to as "Association", and is intended to outline the term of the contract for wages, hours, and working conditions for the group of employees identified

WHEREAS, the authorized representatives of the District and the authorized representatives of the Association have met and conferred pursuant to California Government Code Section 3500 et seq. for a successor MOU; and

WHEREAS, the District and the Association representatives acknowledge that the District and Association reached agreement on matters within the scope of representation and prepared a written MOU.

WHEREAS, the Association has agreed and ratified the MOU; and

WHEREAS, the District's representatives have recommended that the Board of Directors adopt MOU.

NOW THEREFORE, the District and the Association agree to MOU (Exhibit A.) for a term July 1, 2010 through December 31, 2011.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Rancho Santa Fe Fire Protection District on October 13, 2010 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

[Signatures next page]

JAMES H ASHCRAFT
President

ATTEST:

Karlana Rannals
Secretary

RANCHO SANTA FE FIRE PROTECTION DISTRICT

MEMORANDUM OF UNDERSTANDING

RANCHO SANTA FE PROFESSIONAL
FIREFIGHTERS ASSOCIATION – LOCAL 4349



Expires: December 31, 2011

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MEMORANDUM OF UNDERSTANDING
between
RANCHO SANTA FE FIRE PROTECTION DISTRICT
and
RANCHO SANTA FE PROFESSIONAL FIREFIGHTERS ASSOCIATION – LOCAL 4349

ARTICLE I PREAMBLE

01.01 This Memorandum of Understanding is made and entered into this 1st day of July 2005 by and between the Rancho Santa Fe Fire Protection District (hereinafter referred to as the "DISTRICT") and the Rancho Santa Fe Firefighters Professional Firefighters Association – Local 4349 (hereinafter referred to as "ASSOCIATION").

01.02 This Memorandum of Understanding is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Section 3500-3511) and has been prepared jointly by the District and Association.

ARTICLE II RECOGNITION

02-01 The District recognizes the Association as the majority representative for all classifications in the bargaining unit.

02.02 This Memorandum of Understanding is the sole and exclusive document for all Classifications identified in this Agreement between the District and the Association. This Memorandum of Understanding shall supersede all previous agreements.

02.02 Current classifications assigned to the bargaining unit are:

- a. Captain
- b. Engineer
- c. Firefighter/Paramedic
- d. Firefighter

02.03 All provisions and benefits of this Agreement shall be applicable only to employees in classes in the above-mentioned bargaining unit.

ARTICLE III IMPLEMENTATION

03.01 This Memorandum constitutes a mutual recommendation to be jointly submitted to the District's Board of Directors following ratification of the Memorandum by the members of Association. However, this agreement is of no force or effect unless or until approved by a majority vote of the District's Board of Directors.

ARTICLE IV TERM

04.01 The term of this Memorandum shall commence on the date when the terms and conditions for its effectiveness, as set forth in Implementation, are fully met; but in no event shall said Memorandum become effective prior to 12:01 am on July 1, 2010. Memorandum shall expire and otherwise be fully terminated at 12:00 midnight on ~~December 31, 2010~~ December 31, 2011.

04.02 Successor Memorandum: In the event the Association or the District desires to meet and confer on the provisions of a successor Memorandum, the requesting entity shall serve upon the other party its written request to commence meeting and conferring for such successor Memorandum. Should the meet and confer process for a successor Memorandum exceed the term of this Agreement, all terms and conditions of this Memorandum shall be continued until an Agreement is reached.

ARTICLE V RENEGOTIATION

05.01 In the event the Association desires to meet and confer in good faith on the provision of a successor Memorandum of Understanding, it shall serve upon the District its written request to commence meeting and conferring in good faith for such successor Memorandum of Understanding.

05.02 Except as specifically provided herein, it is agreed and understood that the parties hereto shall not be required but do reserve the right upon mutual agreement, to negotiate with respect to any subject or matter covered herein or with respect to any other matters within the scope of representation during the term of this agreement.

ARTICLE VI MANAGEMENT RIGHTS

06.01 The District on its own behalf, and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities, conferred upon and vested in it by the law, the Constitution of the State of California, and the Constitution of the United States, including, but without limiting the generality of the foregoing, the rights:

- a. to determine and administer policy;
- b. subject to the provisions of the law, to hire all employees, to determine their qualifications and the conditions for continued employment or their dismissal or demotion, and to promote and to transfer all such employees;
- c. to determine the numbers and kinds of personnel necessary for the efficient operation of the District and to direct their activities;
- d. to determine programs;
- e. to build, move or modify facilities;
- f. to develop and administer the budget;
- g. to determine the methods of raising revenue;
- h. to take action on any matter in the event of an unforeseen emergency;
- i. to delegate to the Fire Chief and other legally appointed officers, the operation of the district, its properties and facilities including, but not limited to innovative and experimental uses of the district facilities and experimental and pilot investigation of new fire science programs.

06.02 The exercise of the foregoing powers, rights, authority, duties and responsibilities, by the District, the adoption of policies, rules and regulations, and practice in the furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the extent such express and specific terms are in conformance with federal and state law. Nothing in the foregoing article shall be deemed to constitute a waiver of employee rights under MMB 3500 ET seq. or other statutes.

ARTICLE VII EMPLOYEE RIGHTS

07.01 It is agreed that each individual employee shall have the following rights, which he/she may exercise in accordance with applicable laws, ordinances, and rules and regulations:

- a. The right to form, join and participate in the activities of employee organizations of his/her own choosing for the purpose of representation on matters of his/her employee relations with the District or not to join or participate in the activities of any organization.
- b. The right to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal on the part of the management representatives, the supervisor, other employees, or employee organizations, with respect to his/her membership or non-membership in any employee organization or with respect to any lawful activity associated therewith which is within the scope of representation.
- c. The right to represent himself/herself individually in his/her employee relations with the District or through an authorized Association representative.

ARTICLE VIII UNFAIR EMPLOYEE RELATIONS PRACTICE

08.01 It is agreed that it shall be an unfair employee relations practice for the District and/or the Association or its representatives:

- a. To interfere with, restrain, discriminate, intimidate or coerce employees in the exercise of the rights recognized or granted in this Memorandum.
- b. To refuse to meet and confer in good faith with representatives of recognized employee organizations on matters within the scope of representation; or for the Association or its representatives to refuse to meet and confer in good faith on matters within the scope of representation.

ARTICLE IX GRIEVANCES

09.01 Defined: A grievance is defined as an alleged violation of the provisions of a MOU, which pertains to employment rights or working conditions not excepted by provisions of the management rights clause or reviewable under some other procedure, which adversely affects the grieving employee(s). Grievances shall not include matters outside the scope of representation, as defined in Government Code Section 3504. A grievance shall not include any claim regarding the initiation or renewal of a Memorandum of Understanding, the resolution of a meet and confer impasse, or any other matter, which is outside the scope of representation as defined by California Government Code Section 3504.

09.02 General Provisions

- a. All grievances shall be filed in writing within fifteen (15) calendar days of the date on which the employee knew or reasonably should have known of the alleged grievable incident. Any grievance not timely filed or appealed within specified time limits shall be null and void.
- b. A written statement of grievance shall identify the specific provision or provisions of this Memorandum of Understanding alleged to have been violated. Also, a statement of grievance shall set forth the specific factual information which gives rise to the filing of the grievance.

- c. Time limits provided for herein may be extended through mutual written consent of the parties.
- d. Except where grievances are resolved or ruled upon by the Board of Directors, all grievance resolutions involving the commitment of District funds shall be subject to the written approval of the Fire Chief.
- e. Parties to the grievance procedure shall be entitled to have a representative to act in his/her behalf at each step of the grievance procedure.

09.03 Procedures

- a. The parties shall attempt to resolve all grievances on an informal basis between the employee and/or his/her designated representative and a supervisor in the employee's chain of command, up to and including the Fire Chief, within 15 calendar days of the occurrence giving rise to the grievance.
- b. If the parties are unable to resolve the grievance on an informal basis, the grievant shall file the grievance in writing with his/her immediate supervisor within 15 calendar days after last discussing the grievance with his/her immediate supervisor. The Fire Chief shall be served with a copy of the written grievance at the time such grievance is filed with the grievant's immediate supervisor. A grievance filed with the Chief shall be for informational purposes only; he/she shall not discuss it with the supervisor unless consulted by that person or with the grievant until and unless the grievant files it with the Chief. Only those issues unresolved by the supervisor shall be discussed with the employee at the Chief's level.
- c. If the grievance has not been settled within fifteen (15) calendar days of its filing with the grievant's immediate supervisor, it shall then be submitted to the Fire Chief for resolution. If requested by either party, the Fire Chief and the grievant and/or his/her representative shall meet in an attempt to resolve the grievance. Within fifteen (15) calendar days of the filing of the grievance with the Fire Chief, the Fire Chief shall provide the grievant and/or his/her representative with a written statement regarding the grievance.
- d. If the grievant does not agree with the Fire Chief's proposed resolution of the grievance, he/she shall submit the written grievance to the Board of Directors for resolution and/or decision. The grievant's appeal to the Board of Directors regarding the grievance must be filed with the Secretary, Board of Directors no later than fifteen (15) calendar days from the date on which the employee received the Fire Chief's written decision. All written materials and rationale which are to be submitted by the grievant to the Board of Directors shall be served upon the Fire Chief at the time the grievance is appealed to the Board of Directors. Both the grievant or his/her representative and the Fire Chief shall be given an opportunity to argue their positions on the grievance to the Board of Directors prior to its determination upon the merits of the grievance. The grievant, his/her representative, and the Fire Chief shall be notified in writing of the Board's decision on the grievance.
- e. If the grievance is not resolved to the employee's satisfaction and the employee wishes to appeal, the grievant may, within fifteen (15) calendar days from the response of the Board of Directors, request that the Fire Chief set up mediation.

- f. A State mediator shall mediate the dispute according to the normal rules governing mediation. There shall be no cost to the parties.

ARTICLE X DISCHARGE OR OTHER DISCIPLINARY ACTION

10.01 It is agreed that the District shall advise the employee of his/her right to representation and a written statement of the reason or reasons for any disciplinary action against him/her. All documentation upon which the charges are based shall be made available to the employee at the time such action is taken.

10.02 It is agreed that all appeals relating to any disciplinary action shall be submitted in writing to the District in accordance with Article IX, following a hearing before the Chief or his/her designated representative.

ARTICLE XI GENERAL PROVISIONS

11.01 Discrimination: There shall be no discrimination against any personnel or applicant because of race, color, marital status, medical condition, religion, sex, age, national origin, ancestry, or non-job related handicap or disability. Any use of masculine language in this MOU is specifically intended to include the feminine gender.

11.02 Bulletin Board: It is agreed that the District shall allow bulletin boards in agreed upon places for the use of Association in posting appropriate notices and announcements of meetings, elections, and social activities.

11.03 Dismissal during Initial Probation: It is agreed that the District shall have the right to dismiss any newly hired employee with or without cause during the initial probationary period. Such discharge shall not be subject to Article IX.

11.04 Personnel Folder: Employees shall have the right to review their individual personnel folders. Access shall be scheduled at the convenience of all the parties. Copies of all materials to be included in personnel folders shall be provided to individual employees.

11.05 Negotiating Team Rights: The District agrees to provide reasonable time off without loss of pay, during scheduled work hours, for up to three (3) representatives of the Association when said representatives are meeting and conferring on matters within the scope of representation.

11.06 Association Business: The District agrees to provide reasonable time off without loss of pay for up to four (4) representatives of the Association when such representatives are on scheduled work time and when such representatives are meeting with the District on matters within the scope of representation, including grievances, appeals of performance evaluations, and other matters. A representative of the Association shall be allowed to be present at the request of any employee, at any meeting with management involving grievance, appeals of employee performance evaluations, and any pre-disciplinary matters. The representative shall not interfere with normal work operations of the District. Employees not scheduled for duty will receive no additional compensation for conducting Association business.

11.07 Payroll Deduction and Association Dues: It is agreed that Association dues and such other deductions as may be properly requested by the Association, and lawfully permitted, shall be deducted by the District from the salary of each employee covered hereby who files with the District a written authorization requesting that such deductions be made. The District shall make remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder to the Association.

ARTICLE XII SENIORITY PROVISIONS

12.01 Seniority Defined:

- a. District Seniority is defined as an employee's most recent period of unbroken, continuous service with the District. Employees shall not attain District seniority until the completion of the required probationary period, at which time District seniority shall relate back to the commencement of the most recent date of appointment.
- b. Classification Seniority is defined as the period of most recent continuous service in the employee's classification. Employees shall not attain classification seniority until completion of the probationary period in that classification, at which time classification seniority shall relate back to the most recent date of appointment to such classification.

12.02 Seniority Credit:

- a. In computing seniority, credit shall be given for all classified service in the District except that a resignation or discharge shall be considered a break in service and seniority credit shall be given for any service rendered prior to that break, as provided below.
- b. Seniority Credit shall be allowed only for the following types of absence from a position in the classified service:
 1. Absences during authorized vacation or authorized sick leave.
 2. Absence on leave for active service in the Armed Forces of the State of California or the United States of America.
 3. In the event that an employee does not complete the probationary period in his/her classification due to layoff, seniority shall be allowed for the new service classification upon completion of that probationary period.
 4. Absence on leave made necessary by injuries sustained in the line of duty.
 5. Absence made necessary by injuries sustained in the course of employment by the District.
 6. Absence on leave while on loan to another agency if, in the opinion of the Fire Chief, the District stands to benefit from employment or other activity.

12.03 Other Seniority Credit Provisions:

- a. If an employee is suspended through no fault of his/her own and is later re-employed, he/she shall not lose any seniority credit for any period of actual service; if however, he/she has been separated from service by resignation or discharge for cause and is again employed, he/she shall not receive any seniority credit for service rendered prior to his/her separation from service.

- b. When two or more employees are appointed on the same date in the same classification, the order of precedence shall be determined by the order of the relative position of such employees on the eligibility list from which said employees were appointed.

12.04 Time Served as Student Firefighter and/or Firefighter Paramedic: time served as Student Firefighter and/or Firefighter Paramedic with the District prior to appointment to a firefighter classification shall be considered continuous service for the purposes of promotions and vacation accrual for employees hired subsequent to January 1, 1980. Student firefighters and/or Firefighter Paramedic who are appointed to a Firefighter classification shall retain any accrued sick leave that they have earned.

ARTICLE XIII REDUCTION IN FORCE

13.01 Reduction in force shall be based on seniority, least senior first. Should a reduction in force be necessary, the following will apply:

- a. When a position is to be eliminated, classification seniority will be used as the criteria. For more than one employee with the same class seniority, the next criteria will be District seniority.
- b. An affected employee shall be given the choice of either being laid off or being reduced to the previous rank held.
- c. An employee being reduced may not replace an employee who has more District Seniority, but instead must move to the next lower rank.
- d. When restrengthening the District, all those affected by the reduction in force shall be given the opportunity to move back into their former positions before any new personnel are hired or promoted.
- e. The time limit for rehire shall be 24 months from the date of lay-off for employees who have completed initial probation. Time limit for rehire shall be six (6) months for employees who have not completed initial probation.

ARTICLE XIV UNIFORMS

14.01 District shall provide Class "B" and "C" uniforms to employees. Class "A" uniform shall be subject to the provisions of the District's Standard Operating Guidelines. The District retains the right to monitor the condition of uniforms and the discretion to replace or not to replace worn and damaged clothing depending upon the reasonableness of the wear and/or damage. The District will provide other protective clothing and gear as required by law, commensurate with the duties to be performed.

ARTICLE XV VACATION ACCRUAL

15.01 Vacation accrual for all ranks shall be based upon years of service in accordance with the following:

Years of Service		Hours
From	To	
0	4	144
5	9	168
10	14	192
15	19	240
20	+	288

15.02 All new employees are eligible to use any accrued vacation upon completion of twelve (12) months of service.

15.03 The Association shall receive 96 hours per calendar year of Association time off with pay, in order to attend functions such as conferences, seminars and workshops. This paid time off is only available if and when used for training or education purposes relating directly to employer/employee relations or other subjects contained within this MOU. A written request for this leave is required prior to any use. The request shall be made to the Operations Chief with a minimum of fourteen (14) days notice.

15.04 Should the Association not use any available time off with pay during the calendar year, the Association will be allowed to carryover into the next calendar year. At no time shall the Association have more than one hundred ninety two (192) accrued hours (or two years). The accrual shall be adjusted at the beginning of each calendar year.

ARTICLE XVI HOLIDAYS

16.01 For the purpose of this Article, the legal "holiday" shall mean and include the following days:

	Holiday Observance	Date
1	New Years Day	January 1
2	Lincoln's Birthday	February 12
3	President's Day	Third Monday in February
4	Memorial Day	Fourth Monday in May
5	Independence Day	July 4
6	Labor Day	First Monday in September
7	Veteran's day	November 11
8	Thanksgiving Day	Fourth Thursday in November
9	Day after Thanksgiving Day	
10	Christmas Day	December 25

16.02 All classifications in the Bargaining Unit will receive 120 hours annually, in lieu of and regardless of the number of holidays worked. This will be paid separately with the November 30 paycheck.

16.03 Each employee will have the option to convert Holiday Pay to Holiday Time Off. Holiday time off will be determined by dividing the number of hours desired to convert by 1.5. This time will be added to the employee's accrued vacation time with the November 30 paycheck. Each employee must notify the payroll office prior to November 1 each year if this option is to be selected.

ARTICLE XVII HOURS OF WORK

17.01 Work Week: the District shall establish the hours of duty to average no more than fifty-six (56) hours per week on the three (3) platoons, twenty-four (24) hour system.

17.02 Each twenty-four (24) hour tour of duty shall begin at 0800 hours and end at 0800 hours of the following day.

17.03 Overtime Defined: Overtime work shall include only that time worked by employees at the request of management that is in excess of the established day and/or workweek for that class.

17.04 Those employees covered by the Fair Labor Standards Act will receive time and one-half for all hours in excess of 182 in any one work period.

17.05 The smallest unit of overtime shall be one-quarter hour.

ARTICLE XVIII HEALTH INSURANCE

18.01 The District shall remit Insurance premiums for HMO medical and HMO dental insurance for the District's employees and their dependents. Effective July 1, 2005 the District shall pay an amount equal to the premium cost of the family rate, up to \$1,000 per month.

18.02 If the premiums for medical and dental insurance exceed \$1,000 per month, the employee and District agree to share the cost difference 50/50.

18.03 Any unused premium may be used for medical/dental expenses as defined by the Administrative Policy for a maximum period of 24 months. After the 24-month period expires, 100% of any unused premium shall be transferred to the employee's Retirement Health Savings Account.

18.04 District employees, upon retirement, at no additional cost to active employees or to the District shall be allowed to remain on the group medical plan. The retiree will be required to have the same plan as active employees. The retiree will be responsible for payment of entire premium and a two percent (2%) administrative cost. The Association understands that the premium for a retired employee may be higher than that of an active employee. At age 65, the retiree may have additional options available.

ARTICLE XIX RETIREMENT HEALTH SAVINGS ACCOUNT

19.01 The District will implement a plan effective with this contract. All Employees covered by this agreement shall be required to participate in a District administered Retirement Health Savings Account (RHSA). The following terms apply:

- a. Effective July 1, 2005 a monetary contribution will be made by the District in the amount of \$100 per employee per month.
- b. The value of any unused medical reimbursement shall be transferred at the end of each calendar and fiscal year to the employee's RHSA (contributed twice a year).
- c. If the employee has an excess of 480 hours of unused sick leave, then at the end of each calendar year 50% of the unused sick leave (144 minus sick leave used) will be contributed to the RHSA at the employee's hourly rate.

ARTICLE XX SICK LEAVE

20.01 Accrual: Shift employees shall accrue sick leave at the rate of 12 hours per month. The non-shift employee shall accrue 8 hours per month. Sick leave shall be accumulated with no maximum accrual.

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

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

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

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

- 20.06 At retirement unused sick leave credit shall be converted to one of the following:
- a. All unused sick leave hours may be reported to CalPERS for additional service credit.
 - i. Conversion of a shift employee's sick leave bank to equivalent sick days as required by PERS will be computed by dividing the total number of unused sick leave hours by eight (8); or
 - b. The employee may choose to convert unused sick leave hours to an employee's RHSA at a ratio of 3:1. A minimum of 960 sick leave hours is required to be eligible for this option.
 - i. The RHSA contribution shall be calculated at the straight time rate and shall not exceed the value of 40 shifts; or
 - c. A combination of both options, if the remaining unused sick leave hours not used for additional service credit, exceeds 960 hours.

ARTICLE XXI BEREAVEMENT LEAVE

21.01 Bereavement leave shall be granted for the death or imminent death of any employee's immediate family or dependent, including spouse's immediate family or dependent. Bereavement leave shall not exceed three (3) days for non-shift employees or two (2) shifts for shift employees. For family or dependents that reside out of state, bereavement leave shall be extended to four (4) days for non-shift employees and three (3) shifts for shift employees. No paid leave shall be granted without prior administrative approval. All bereavement leave shall be charged against the employee's accrued sick leave. The sick leave used for bereavement leave shall be deducted from the December 31 prior year balance when determining the RHSA contribution.

Refer to Article XX – SICK LEAVE – section 20.05 for definition of immediate family. This definition also applies to the spouse's immediate family.

ARTICLE XXII COURT LEAVE (JURY DUTY)

22.01 All employees will be allowed paid time for jury duty or any job related court appearance, or deposition. Any other appearances that are non-job related must use vacation time or shift trades.

22.02 All jury duty fees received except for expenses shall be returned to the District.

ARTICLE XXIII WAGES

23.01 Pay rate for all employees will be expressed and paid as an hourly rate. (Note: Approximate monthly compensation is provided as information only.) Adjustments to the employee's semi-monthly paycheck for overtime compensation will be made on the paycheck following the close of the work period in which there is an adjustment. An allowance of at least seven days is allowed for preparation of payroll and the accounting procedures normally associated with payroll matters.

23.02 Wage Schedule: July 1, 2005 through June 30, 2009 listed on Exhibit A.

23.03 Wage Schedule – July 1, 2010 – December 31, 2011~~June 30, 2010~~ – the wage schedule effective July 1, 2008 shall be continued to June 30, 2011~~10~~. ~~In addition, not later than December 15, 2009 the District shall distribute a one time lump sum payment of \$1,000 to all classifications listed in Section 02.02.~~

23.04 COLA: If the consumer price index All Urban Consumers, San Diego (CPI San Diego) for a one year period from the second half to second half is 4% or greater for a calendar year, the next scheduled hourly rate increase will be increased by one-half (½) of the difference between 3.5% and the actual CPI.

23.05 Overtime Compensation Rate: - Compensation rate shall be paid in accordance with Article XVII of this Memorandum of Understanding.

23.06 Promotion/Salary Increase - When an employee is promoted he/she shall move to the appropriate step that would provide a minimum increase in salary of 5%.

23.07 Except as specifically provided herein, it is agreed and understood that the parties hereto reserve the right, upon mutual agreement, to renegotiate with respect to a change in market or financial conditions covered herein.

ARTICLE XXIV RETIREMENT

24.01 Retirement: the District shall retain a retirement plan with the Public Employees Retirement System (PERS) 3% @ 50 plan. The retirement plan shall include the following statutory and optional benefits:

- a. One-Year Final Compensation
- b. 1959 Survivor Benefit - Fourth Level
- c. Credit for Unused Sick Leave
- d. Pre-Retirement Optional Settlement 2 Death Benefit
- e. Military Service Credit

24.02 The District agrees to pay 100% of the current 9% employee contribution for all reportable wages commencing January 1, 1992. The employee will contribute \$2 per month towards the cost of the 1959 Survivor Benefit - Fourth Level.

24.03 Report the Value of Employer-Paid Member Contribution (EPMC) – Special Compensation: the District will report to CalPERS the value of EPMC as reportable compensation.

ARTICLE XXV PARAMEDIC BENEFIT AND CONDITIONS

25.01 Continuing Education: Paramedics will be afforded time on duty for required continuing education. In the case of a special class or other circumstance whereby the class is not available on duty, the employee will be compensated at the current overtime rate for that position. The District will reimburse tuition for all required continuing education paid by a Paramedic.

25.02 Malpractice Insurance: the District shall provide at its expense, "Professional Health Care Provider Insurance," for paramedics and other firefighters. The dollar amount will be based on the District's current policy, but will provide a minimum of one million dollars (\$1,000,000) per incident.

25.03 Paramedic Incentive Compensation: effective July 1, 2005 any employee at the rank of Engineer who continuously retains obtains his/her paramedic license and has at least two years of employment and one year of paramedic license shall receive an additional \$2,400 in compensation. This compensation will be remitted annually and separately upon verification of license and time in service. Each employee shall notify the Operations Chief by the 15th of each quarter ending (i.e., March, June, September, and December) before payment can be remitted. Payment will be remitted pursuant to the payroll Administrative guidelines.

25.04 Preceptor Pay: Mentors and/or preceptors for paramedic trainees shall be granted five hundred dollars (\$500) for each trainee assigned to the employee as approved and/or required by the District, paid upon completion of the training assignment.

25.05 A Firefighter/Paramedic shall have the option to decertify as a Paramedic upon promotion to the rank of Engineer or Captain.

ARTICLE XXVI WORK OUT-OF-GRADE

26.01 The term "work out-of-grade" shall be defined as the performance of significant duties in one classification by an employee in a classification with a lower compensation range.

26.02 If a vacancy exists and if an employee is required to work out-of-grade to fill such vacancy for more than two (2) consecutive hours, the employee shall be compensated for such out-of-grade assignment.

26.03 An employee eligible for out-of-grade pay shall be granted a ten percent (10%) increase above his/her current base salary for one classification (Example: Engineer working as a Captain, and fifteen percent (15%) increase above his/her base salary for two (2) classifications (Example: Firefighter working as a Captain).

ARTICLE XXVII ASSIGNMENT TO ADMINISTRATIVE POSITION

27.01 This Article shall apply to members of the bargaining unit who are appointed, or assigned to an administrative position. *Note: This does not apply to any employee assigned to administration because of an on- or off-duty injury.*

27.02 Compensation

- a. The employee's hourly rate will be converted to a 40-hour workweek. The hourly rate will be adjusted as specified herein. Factor from 56-hour workweek to 40-hour workweek is .714; Factor from 40-hour workweek to 56-hour workweek is 1.4.
- b. The employee will be granted a ten percent (10%) increase above his/her base salary.

27.03 Hours of Work

- a. The regular hours of work for an administrative position will consist of a 40-hour workweek. A flex-schedule may be offered under conditions identified by the employee's immediate supervisor and approved by the Fire Chief.
- b. Overtime may be required in order to complete assignments and/or complete additional tasks. This overtime shall be approved by the immediate supervisor prior to incurring the overtime.
- c. Employees will not be available to work overtime on days they are assigned to administration unless authorized by the Duty Chief. Employees are authorized to work up to 48 hours of overtime per week without prior approval on their scheduled days off.

27.04 Vacation Leave

- a. When an employee changes from one work schedule to another as a full time assignment, the employee's accrual rate and accumulated vacation bank will be adjusted in accordance with the ratio as specified herein. Factor from 56-hour workweek to 40-hour workweek is .714; Factor from 40-hour workweek to 56-hour workweek is 1.4.
- b. Any previously scheduled vacation prior to appointment or assignment will be honored by the District. Any future vacation use shall be with the approval of the supervisor.

27.05 Holidays

- a. Per Article 16.02 the employee will be compensated for $\frac{1}{2}$ of the holidays per the calendar year (120 hours). Employees will be expected to work five (5) of the holidays, or arrange their flex schedule so that their day off falls on the holiday. This scheduling is to be arranged with the supervisor. The holidays occurring prior to accepting this position will be considered as holidays worked. These holidays will be paid at the current hourly rate.

27.06 Physical Training

- a. In accordance with the MOU, physical training is a voluntary program and should be completed during non-work hours.

27.07 Emergency Response

- a. Members of the bargaining unit that are working a full time administrative position will remain subject to emergency call-backs.
- b. Members of the bargaining unit that are working a full time administrative position will not participate on a Stand-by Crew unless directed to do so by their immediate supervisor or by the Duty Chief.

27.08 Use of District Vehicles

- a. Members of the bargaining unit that are working a full time administrative position will be allowed the use of a district owned/leased/rented vehicle for the purpose of commuting to and from work and for business purposes. The value for the use of the vehicle will be reported as a taxable fringe benefit as established by IRS

Regulations and the District's Administrative policy. The District will report the value in the manner allowed by IRS regulations that has the least tax impact to the employee. This section may be modified based upon IRS regulations and the individual's administrative assignment.

27.09 Training

a. Employees will be allowed to participate during normal business hours in any training that is scheduled or mandated in order to retain professional certificates or as otherwise deemed necessary by the immediate supervisor. Any additional schools, certificates, or classes must be approved by the immediate supervisor.

27.10 Return to Suppression

a. Upon completion of the administrative assignment the employee will return to his/her previous rank held at the time of accepting the appointment unless the employee has been promoted to another position/rank. All seniority will continue as specified in the MOU.

ARTICLE XXVIII CALL BACK TO DUTY

28.01 Call Back Defined: call back work is defined as work required of an employee who, following completion of the employee's work day or work week and departure from the employee's work site, is unexpectedly ordered to report back to duty to perform necessary work.

28.02 Call Back Compensation: employees who are called back shall receive a minimum of four (4) hours compensation.

28.03 Hours Defined: hours worked shall be calculated beginning at the time the call back is received and acknowledged by the employee and ending when the employee is relieved of duty.

28.04 Stand-by Crews Defined: suppression personnel who have signed-up and agree to respond, as requested, for a twenty-four (24) hour tour of duty, or any portion thereof.

28.05 Standby Crew Compensation: personnel will receive \$100.00 per 24 hour tour of duty, or any portion thereof, except if a Stand-by Crew member accepts and works more than 20 hours of volunteer overtime during the stand-by tour.

28.06 A stand-by tour of duty shall begin at 0800.

ARTICLE XXIX LIFE INSURANCE

29.01 No later than December 1, 2009, the District shall provide a \$25,000 life insurance policy for the employee and \$1,000 life insurance policy for employee's dependents. The policy shall include accidental death and dismemberment coverage.

ARTICLE XXX DISABILITY INSURANCE

30.01 The District agrees to offer as a payroll deduction any long-term disability insurance.

ARTICLE XXXI PHYSICAL TRAINING

31.01 The physical training program shall continue to be a voluntary program.

ARTICLE XXXII FAIR LABOR STANDARDS ACT (FLSA)

32.01 The District claims a 7k exemption for the purpose of establishing a work period. It will consist of a 24-day cycle, meaning that overtime provisions become applicable to non-exempt employees after 182 hours have been worked in that specific work period. For the purpose of calculating overtime, use of vacation, jury duty, and sick leave, including bereavement leave, shall be considered as time worked. Any work time lost due to a work related injury shall also be considered as time worked.

32.02 The District will continue the use of time cards for non-exempt employees. Time cards will be submitted on the day following the end of the work period.

32.03 If any provisions of the Fair Labor Standards Act are held to be non applicable to fire service personnel, the conditions imposed as a result of the act will be null and void. A re-opener of negotiations will occur at that time.

ARTICLE XXXIII SEVERABILITY

33.01 This Memorandum is subject to all current and future applicable Federal, State, and local laws. All ordinances, rules, regulations, and policies shall be subject to the appropriate revisions, amendments and deletions necessary to conform to the purpose, intent and application of the provision of this Memorandum.

33.02 If any article or section of this Memorandum is in conflict or inconsistent with such applicable provisions of Federal, State, or local laws, the parties shall, where applicable, meet and confer or meet and consult for the purpose of arriving at a mutually agreeable replacement for such article or section. The validity of the remainder of this Memorandum shall not be affected thereby.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Rancho Santa Fe Fire Protection District on November 18, 2009.

James H Ashcraft
President, Board of Directors

David Livingstone
Captain

Randall Malin
Member, Board of Directors

Terry Gibson
Captain

Chris Galindo
Captain

Brian Slattery
Engineer

EXHIBIT A

Note: Monthly compensation provided as information only.

The following schedule becomes effective – July 1, 2005

1-Jul-05					
	A	B	C	D	E
Firefighter	\$16.06	\$16.86	\$17.70	\$18.59	\$19.52
.07%	\$4,001	\$4,201	\$4,411	\$4,632	\$4,864
Firefighter/Paramedic	\$18.97	\$19.92	\$20.91	\$21.96	\$23.06
2.7%	\$4,726	\$4,963	\$5,211	\$5,471	\$5,745
Engineer	\$19.15	\$20.11	\$21.11	\$22.17	\$23.28
3.7%	\$4,772	\$5,010	\$5,261	\$5,524	\$5,800
Captain	\$22.04	\$23.14	\$24.30	\$25.51	\$26.79
3.8%	\$5,492	\$5,766	\$6,055	\$6,357	\$6,675

The following schedule becomes effective – July 1, 2006 (Revised – 7-1-2006)

1-Jul-06					
	A	B	C	D	E
Firefighter	\$16.50	\$17.33	\$18.19	\$19.10	\$20.06
2.75%	\$4,111	\$4,317	\$4,533	\$4,759	\$4,997
Firefighter/Paramedic	\$19.49	\$20.46	\$21.49	\$22.56	\$23.69
2.75%	\$4,856	\$5,099	\$5,354	\$5,622	\$5,903
Engineer	\$19.87	\$20.86	\$21.91	\$23.00	\$24.15
3.75%	\$4,951	\$5,198	\$5,458	\$5,731	\$6,018
Captain	\$22.87	\$24.01	\$25.21	\$26.47	\$27.79
3.75%	\$5,698	\$5,983	\$6,282	\$6,596	\$6,926

The following schedule becomes effective – July 1, 2007

1-Jul-07					
	A	B	C	D	E
Firefighter	\$17.04	\$17.89	\$18.78	\$19.72	\$20.71
3.5%	\$4,245	\$4,457	\$4,680	\$4,914	\$5,160
Firefighter/Paramedic	\$20.12	\$21.13	\$22.19	\$23.29	\$24.46
3.5%	\$5,014	\$5,265	\$5,528	\$5,804	\$6,095
Engineer	\$20.52	\$21.54	\$22.62	\$23.75	\$24.94
3.5%	\$5,112	\$5,367	\$5,636	\$5,917	\$6,213
Captain	\$23.61	\$24.79	\$26.03	\$27.33	\$28.70
3.5%	\$5,883	\$6,177	\$6,486	\$6,810	\$7,151

The following schedule becomes effective – July 1, 2008

1-Jul-08					
	A	B	C	D	E
Firefighter	\$17.63	\$18.51	\$19.44	\$20.41	\$21.43
3.5%	\$4,393	\$4,613	\$4,844	\$5,086	\$5,340
Firefighter/Paramedic	\$20.83	\$21.87	\$22.96	\$24.11	\$25.32
3.5%	\$5,189	\$5,449	\$5,721	\$6,007	\$6,308
Engineer	\$21.23	\$22.29	\$23.41	\$24.58	\$25.81
3.5%	\$5,291	\$5,555	\$5,833	\$6,124	\$6,431
Captain	\$24.44	\$25.66	\$26.94	\$28.29	\$29.70
3.5%	\$6,089	\$6,393	\$6,713	\$7,049	\$7,401

RESOLUTION 2010-08

A Resolution of the Rancho Santa Fe Fire Protection District Board of Directors
Adopting a Memorandum of Understanding between the Rancho Santa Fe
Fire Protection District and the Rancho Santa Fe Fire Protection District
Employees Association

This Memorandum of Understanding, hereinafter referred to as the "MOU", is by and between the Rancho Santa Fe Fire Protection District, hereinafter referred to as the "District", and the Rancho Santa Fe Fire Protection District Employees Association, hereinafter referred to as "Association", and is intended to outline the term of the contract for wages, hours, and working conditions for the group of employees identified

WHEREAS, the authorized representatives of the District and the authorized representatives of the Association have met and conferred pursuant to California Government Code Section 3500 et seq. for a MOU; and

WHEREAS, the District and the Association representatives acknowledge that the District and Association reached agreement on matters within the scope of representation and prepared a written MOU.

WHEREAS, the Association has agreed and ratified the MOU; and

WHEREAS, the District's representatives have recommended that the Board of Directors adopt MOU.

NOW THEREFORE, the District and the Association agree to MOU (Exhibit A.) for a term July 1, 2010 through December 31, 2011.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Rancho Santa Fe Fire Protection District on October 13, 2010 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

[Signatures next page]

JAMES H ASHCRAFT
President

ATTEST:

Karlana Rannals
Secretary



Memorandum of Understanding

Between

Rancho Santa Fe Fire Protection District
And
Rancho Santa Fe Fire Protection District
Employees Association

Effective July 1, 2010
Expires December 31, 2011

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MEMORANDUM OF UNDERSTANDING
RANCHO SANTA FE FIRE PROTECTION DISTRICT
and
RANCHO SANTA FE FIRE PROTECTION DISTRICT EMPLOYEES ASSOCIATION

ARTICLE I – PREAMBLE

- 01.01 This Memorandum of Understanding (MOU) is made and entered into this 1st day of July 2006 by and between the *Rancho Santa Fe Fire Protection District* (hereinafter referred to as the "DISTRICT") and the Rancho Santa Fe Fire Protection District Employee Association (hereinafter referred to as "Association").
- 01.02 This MOU is entered into pursuant to the Meyers-Milias-Brown (MMB) Act (Government Code Section 3500-3511) and has been prepared jointly by the District and Association.
- 01.03 It is the purpose of this Agreement to achieve and maintain harmonious relations between the District and the Association to provide for equitable and peaceful adjustment of differences, which may arise, and to establish proper standards of wages, hours, and other conditions of employment.
- 01.04 Representatives of the District and the Association have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment and have exchanged freely information, opinions and proposals in a sincere effort to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.
- 01.05 This MOU is the sole and exclusive document for classifications identified in this Agreement between the District and the Association. This MOU shall supersede all previous agreements and resolutions.

ARTICLE II – RECOGNITION

- 02.01 The District recognizes the Association as the official representative for all positions listed below.
- 02.02 Current classifications assigned to the bargaining unit are:
- a. Accounting Specialist
 - b. Fire Prevention Specialist
 - c. Public Relations Coordinator
 - d. Staff Assistant I
 - e. Staff Assistant II
 - f. Urban-Fire Forester
 - g. Office Support Coordinator

- 02.03 All provisions and benefits of this Agreement shall be applicable only to employees in positions in the above-mentioned bargaining unit.

ARTICLE III – IMPLEMENTATION

- 03.01 This MOU constitutes a mutual recommendation to be jointly submitted to the District's Board of Directors following ratification of the Memorandum by the members of the Association. However, this MOU is of no force or effect unless or until approved by a majority vote of the District's Board of Directors.

ARTICLE IV – TERM

- 04.01 The term of this MOU shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article III: Implementation, are fully met; but in no event shall said MOU become effective prior to 12:01 am on July 1, 2006. MOU shall expire and otherwise be fully terminated at 12:00 midnight on June 30, 2010 (4-year term). Unless otherwise indicated in the agreement, all terms of employment and benefits shall be in full force and effect for the term of the agreement, circumstances beyond the control of the employer accepted.

ARTICLE V – RENEGOTIATION

- 05.01 Renegotiation: In the event the Association or the District desires to meet and confer on the provisions of a successor MOU, the requesting entity shall serve upon the other party its written request to commence meeting and conferring for such successor MOU. Should the meet and confer process for a successor MOU exceed the term of this Agreement, all terms and conditions of this MOU shall be continued until an agreement is reached.
- 05.02 Except as specifically provided herein, it is agreed and understood that the parties hereto shall not be required but do reserve the right upon mutual agreement, to negotiate with respect to any subject or matter covered herein or with respect to any other matters within the scope of representation during the term of this agreement.
- 05.03 It is agreed that under special circumstances, and with the approval of the Association, employee, and District, each employee will have the right to negotiate individually with the Rancho Santa Fe Fire Protection District his/her work hours and number of days of work each week, and the duration of the request. An employee may choose to use an authorized Association representative to negotiate those hours and days of employment.

ARTICLE VI – MANAGEMENT RIGHTS

- 06.01 The District on its own behalf, and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities, conferred upon and vested in it by the law, the Constitution of the State of California, and the Constitution of the United States, including, but without limiting the generality of the foregoing, the rights:
- a. to determine and administer policy;

- b. subject to the provisions of the law, to hire all employees, to determine their qualifications and the conditions for continued employment or their dismissal or demotion, and to promote and to transfer all such employees;
- c. to determine the numbers and kinds of personnel necessary for the efficient operation of the District and to direct their activities;
- d. to determine programs;
- e. to build, move or modify facilities;
- f. to develop and administer the budget;
- g. to determine the methods of raising revenue;
- h. to take action on any matter in the event of an unforeseen emergency;
- i. to delegate to the Fire Chief and other legally appointed officers, the operation of the District, its properties, and facilities.

06.02 The exercise of the foregoing powers, rights, authority, duties and responsibilities, by the District, the adoption of policies, rules and regulations, and practice in the furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the extent such express and specific terms are in conformance with federal and state law. Nothing in the foregoing article shall be deemed to constitute a waiver of employee rights under MMB Act 3500 ET seq. or other statutes.

ARTICLE VII – EMPLOYEE RIGHTS

- 07.01 It is agreed that each individual employee shall have the following rights, which he/she may exercise in accordance with applicable laws, ordinances, and rules and regulations:
- a. The rights to form, join, and participate in the activities of employee organizations of his/her own choosing for the purpose of representation on matters of his/her employee relations with the District or not to join or participate in the activities of any organization.
 - b. The right to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal on the part of the management representatives, the supervisor, other employees, or employee organizations, with respect to his/her membership or non-membership in any employee organization or with respect to any lawful activity associated therewith which is within the scope of representation.
 - c. The right to represent himself/herself individually in his/her employee relations with the District or through an authorized Association representative. The representative shall not interfere with normal work operations of the District.

ARTICLE VIII – ASSOCIATION ACCESS

- 08.01 Authorized Association representatives shall be granted access to work locations for the purpose of conducting grievance investigations or contacting members of the Association concerning business within the scope of representation. Association representatives shall not interfere with the work operations of the District.
- 08.02 Association representatives have the right to meet with employees during coffee, rest, or lunch breaks at District facilities as may be available.

- 08.03 It is agreed that the Association may use District facilities to conduct general meetings when such facilities are available and with the approval of the Fire Chief.
- 08.04 Bulletin Board: It is agreed that the District will allow bulletin boards in agreed upon places, including e-mail, for the use of the Association in posting appropriate notices and announcements of meetings, elections, social activities, and any other Association official business.

ARTICLE IX – GENERAL PROVISIONS

- 09.01 Discrimination: There shall be no discrimination against any personnel or applicant because of race, color, marital status, medical condition, religion, sex, age, national origin, ancestry, or non-job related handicap or disability. Any use of masculine language in this MOU is specifically intended to include the feminine gender.
- 09.02 Dismissal during Initial Probation: It is agreed that the District shall have the right to dismiss any newly hired employee with or without cause during the initial probationary period. Such discharge shall not be subject to Article XXVI: Grievances.
- 09.03 Personnel Folder: Employees shall have the right to review their individual personnel folders. Access shall be scheduled at the convenience of all the parties. Copies of all materials to be included in personnel folders shall be provided to individual employees.
- 09.04 Negotiating Team Rights: The District agrees to provide reasonable time off without loss of pay, during scheduled work hours, for up to two (2) representatives of the Association when said representatives are meeting and conferring on matters within the scope of representation.
- 09.05 Association Business: The District agrees to provide reasonable time off without loss of pay for up to two (2) representatives of the Association when such representatives are on scheduled work time and when such representatives are meeting with the District on matters within the scope of representation, including grievances, appeals of performance evaluations, and other matters. A representative of the Association shall be allowed to be present at the request of any employee, at any meeting with management involving grievance, appeals of employee performance evaluations, and any pre-disciplinary matters. The representative shall not interfere with normal work operations of the District. Employees not scheduled for duty will receive no additional compensation for conducting Association business.
- 09.06 Payroll Deduction and Association Dues: It is agreed that Association dues and such other deductions as may be properly requested by the Association, and lawfully permitted, shall be deducted by the District from the salary of each employee covered hereby who files with the District a written authorization requesting that such deductions be made. The District shall make remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder to the Association.

ARTICLE X – HOURS OF EMPLOYMENT

- 10.01 Established work hours for District employees assigned to Administration shall normally be 8:00 a.m. to 5:00 p.m., unless alternative hours are established.

ARTICLE XI – WAGES

- 11.01 Pay rate for all employees will be expressed and paid as an hourly rate. (Note: Approximate monthly compensation is provided as information only.) Adjustments to the employee's semi-monthly paycheck for overtime compensation will be made on the paycheck following the close of the work period in which there is an adjustment. An allowance of at least seven days is allowed for preparation of payroll and the accounting procedures normally associated with payroll matters.
- 11.02 Wage Schedule: Hourly Wage Schedules for July 1, 2006 through June 30, 2010 for all positions covered by this MOU are shown in Appendix A.
- 11.03 In lieu of a salary increase during Fiscal Year 2005-2006, the District shall pay an additional one-time salary augmentation of three (3) percent for base pay increase for the six-month period from January 1, 2006 through June 30, 2006 for each employee covered by this Agreement.
- 11.04 COLA: If the consumer price index All Urban Consumers, San Diego (CPI San Diego) for a one year period from the second half to second half is 4% or greater for a calendar year, the next scheduled hourly rate increase will be increased by one-half (½) of the difference between 3.5% and the actual CPI.
- 11.05 Overtime Compensation Rate: Compensation rate shall be paid in accordance with Article XII of this MOU.
- 11.06 Except as specifically provided herein, it is agreed and understood that the parties hereto reserve the right, upon mutual agreement, to renegotiate with respect to a change in market or financial conditions covered herein.

ARTICLE XII – OVERTIME COMPENSATION

- 12.01 Overtime work shall include only that time worked by employees at the request of management that is in excess of the established day and/or work week for that class. This overtime shall be compensated by cash payment under the provisions below. Paid leave shall be considered time worked for the purposes of calculating overtime.
- 12.02 In accordance with the Fair Labor Standards Act, non-exempt employees will receive time and one-half for all hours in excess of 40 hours in any workweek.
- 12.03 The smallest unit of overtime shall be one-quarter hour.
- 12.04 All employees covered by this MOU are subject to be recalled to work in the event of emergencies or unusual conditions as determined by the Fire Chief or designee. Recalled may be defined as an employee that is requested to return to the workplace

from home or another location. Employees who are called back shall receive a minimum of two (2) hours compensation. Hours worked shall be calculated beginning at the time the call back is received and acknowledged by the employee and ending when the employee is relieved from duty.

- 12.05 The employee may elect to receive authorized Compensatory Time Off (CTO) in lieu of overtime pay. CTO shall be credited at a rate of one and one half hours earned to one overtime hour worked. A maximum of 80 hours may be accumulated, after which said employee must accept overtime pay in lieu of accruing additional compensatory time. Upon request, an employee may elect to cash out unused Compensatory Time Off once a year. Each employee must notify the payroll office prior to November 1 each year if this option is to be selected. This will be paid separately with the November 30 paycheck.

ARTICLE XIII – RETIREMENT

- 13.01 Retirement: the District shall retain a retirement plan with the Public Employees Retirement System (PERS) 2% @ 55 plan. Said contract to begin prior to July 1, 2006. The retirement plan shall include all statutory benefits and the following optional benefits:
- a. One-Year Final Compensation
 - b. 1959 Survivor Benefit - Fourth Level
- 13.02 The District agrees to pay 100% of the current 7% employee contribution for all reportable wages. The employee will contribute \$2 per month towards the cost of the 1959 Survivor Benefit - Fourth Level.
- 13.03 Report the Value of Employer-Paid Member Contribution (EPMC) – Special Compensation: the District will report to PERS the value of EPMC as reportable compensation.
- 13.04 No later than July 1, 2007, the District agrees to modify the contract with PERS to reflect a 2.7% @ 55 Plan. The District agrees to pay 100% of the 8% employee contribution for all reportable wages. The employee will contribute \$2 per month towards the cost of the 1959 Survivor Benefit-Fourth Level.

ARTICLE XIV – VACATION ACCRUAL

- 14.01 Vacation accrual for all positions shall be based upon years of service in accordance with the following:
- | | |
|---------------|--------------------|
| 0 - 5 years | 80 hours annually |
| 6 - 10 years | 120 hours annually |
| 11 - 15 years | 136 hours annually |
| 16 - 20 years | 160 hours annually |
| 21+ years | 200 hours annually |
- 14.02 All new employees are eligible to use any accrued vacation upon completion of twelve (12) months of service.

- 14.03 Should the employee not use any available time off with pay during the calendar year, the employee will be allowed to carryover into the next calendar year(s).

ARTICLE XV – HOLIDAYS

15.01 For the purpose of this Article, the legal "holiday" shall mean and include the following days:

- a. New Years Day (January 1)
- b. Martin Luther King Day (third Monday in January)
- c. President's Day (third Monday in February)
- d. Memorial Day (fourth Monday in May)
- e. Independence Day (July 4)
- f. Labor Day (first Monday in September)
- g. Veteran's Day (November 11)
- h. Thanksgiving Day (fourth Thursday in November)
- i. Day after Thanksgiving Day
- j. Christmas Day (December 25)
- k. Floating Holiday

ARTICLE XVI – SICK LEAVE

- 16.01 Employees shall accrue sick leave at the rate of 8 hours per month or 96 hours per year. Sick leave shall be accumulated with no maximum accrual.
- 16.02 Sick leave shall be available for personal illness or injury, emergency medical or dental appointments and for reasonable travel time to and from health care facilities. Sick leave shall also be available to an employee for the purpose of caring for a member of his/her immediate family who is ill or injured, emergency medical or dental appointments, and for reasonable travel time to and from health care facilities.
- 16.03 Definition of "Immediate Family" – Immediate family shall include: employee's spouse, child, stepchild, brother, stepbrother, sister, stepsister, parent, stepparent, grandparent, grandchild, or any legal dependent residing in same household.

ARTICLE XVII – COURT LEAVE (JURY DUTY)

- 17.01 All employees will be allowed paid time for jury duty or any job related court appearance, or deposition. Any other appearances that are non-job related must use vacation time or leave of absence without pay.
- 17.02 All jury duty fees received except for expenses shall be returned to the District.
- 17.03 To insure proper coverage, an employee who receives a notice of jury duty shall, within 72 hours of receipt of notice, notify and present the notice to their supervisor.

ARTICLE XVIII – BEREAVEMENT LEAVE

- 18.01 Bereavement leave shall be granted for the death or imminent death of any employee's immediate family or dependent, including spouse's immediate family or dependent. Bereavement leave shall not exceed three (3) days. For family or dependents that reside out of state, bereavement leave shall be extended to four (4) days. No paid leave shall be granted without prior administrative approval. All bereavement leave shall be charged against accrued sick leave.

Refer to Article XVI: SICK LEAVE, section 16.03 for definition of immediate family. This definition also applies to the spouse's immediate family.

ARTICLE XIX – LEAVE OF ABSENCE WITHOUT PAY

- 19.01 Upon approval of the employee's supervisor, an employee may be granted leave of absence without pay in cases of emergency or where such absence would not be contrary to the best interest of the District, for a period of not to exceed thirty (30) days.
- 19.02 Leave of absence is unpaid leave and not approved for an employee to seek gainful employment.
- 19.03 Leave of absence without pay may be granted after all paid leave available has been used.

ARTICLE XX – HEALTH INSURANCE

- 20.01 The District shall remit Insurance premiums for HMO medical and HMO dental insurance for the District's employees and their dependents. Effective July 1, 2006 the District shall pay an amount equal to the premium cost of the family rate, up to \$1,000 per month.
- 20.02 If the premiums for medical and dental insurance exceed \$1,000 per month, the employee and District agree to share the cost difference 50/50.
- 20.03 Any unused premium may be used for medical/dental expenses as defined by Administrative Policy for a maximum period of 24 months. After the 24-month period expires, 100% of any unused premium shall be transferred to the employee's Retirement Health Savings Account.
- 20.04 District employees, upon retirement, at no additional cost to active employees or to the District, shall be allowed to remain on the group medical plan. The retiree will be required to have the same plan as active employees. The retiree will be responsible for payment of entire premium and a two percent (2%) administrative cost. The Association understands that the premium for a retired employee may be higher than that of an active employee. At age 65, the retiree may have additional options available.

ARTICLE XXI – RETIREMENT HEALTH SAVINGS ACCOUNT

- 21.01 The District will implement a plan effective with this contract. All Employees covered by this agreement shall be required to participate in a District administered Retirement Health Savings Account (RHSA). The following terms apply:
- a. Effective July 1, 2006 a monetary contribution will be made by the District in the amount of \$50 per employee per month.
 - b. The value of any unused medical reimbursement shall be transferred at the end of each calendar and fiscal year to the employee's RHSA (contributed twice a year).
If the employee has 480 hours of unused sick leave, then at the end of each calendar year 50 percent of the unused sick leave, (96 minus sick leave used) will be contributed to the RHSA at hourly rate.

ARTICLE XXII – LIFE INSURANCE

- 22.01 The District shall provide a \$10,000 life insurance policy for the employee and \$1,000 life insurance policy for employee's dependents. The policy shall include accidental death and dismemberment coverage.
- 22.02 The District shall improve the life insurance policy to \$25,000 beginning December 1, 2009. All other provisions identified in 22.01 shall remain the same.

ARTICLE XXIII – LONG-TERM DISABILITY INSURANCE

- 23.01 The District shall provide a Long-Term Disability plan for the employee.

ARTICLE XXIV – UNIFORMS

- 24.01 District shall provide uniforms to employees for certain positions as identified by the Fire Chief. The District retains the right to monitor the condition of uniforms and the discretion to replace or not to replace worn and damaged clothing depending upon the reasonableness of the wear and/or damage. The District will provide other protective clothing and gear as required by law, commensurate with the duties to be performed.

ARTICLE XXV – TUITION REIMBURSEMENT

- 25.01 The Fire District may grant tuition reimbursement for community college or university level courses that provide professional development within and outside the employee's field of expertise. All training programs will be developed and pre-approved between the employee and their supervisor. All courses must be approved in advance and achieve a passing grade of "C" or better for reimbursement. Reimbursement for textbooks may be granted, however, they may become the property of the District, if the District pays for them.

ARTICLE XXVI – GRIEVANCES

- 26.01 Defined: A grievance is defined as an alleged violation of the provisions of a MOU, which pertains to employment rights or working conditions not excepted by provisions of the management rights clause or reviewable under some other procedure, which adversely affects the grieving employee(s). Grievances shall not include matters outside the scope of representation, as defined in Government Code Section 3504. A grievance shall not

include any claim regarding the initiation or renewal of a MOU, the resolution of a meet and confer impasse, or any other matter, which is outside the scope of representation as defined by California Government Code Section 3504.

26.02 General Provisions

- a. All grievances shall be filed in writing within fifteen (15) calendar days of the date on which the employee knew or reasonably should have known of the alleged grievable incident. Any grievance not timely filed or appealed within specified time limits shall be null and void.
- b. A written statement of grievance shall identify the specific provision or provisions of this MOU alleged to have been violated. Also, a statement of grievance shall set forth the specific factual information, which gives rise to the filing of the grievance.
- c. Time limits provided for herein may be extended through mutual written consent of the parties.
- d. Except where grievances are resolved or ruled upon by the Board of Directors, all grievance resolutions involving the commitment of District funds shall be subject to the written approval of the Fire Chief.
- e. Parties to the grievance procedure shall be entitled to have a representative to act in his/her behalf at each step of the grievance procedure.

26.03 Procedures

- a. The parties shall attempt to resolve all grievances on an informal basis between the employee and/or his/her designated representative and a supervisor in the employee's chain of command, up to and including the Fire Chief, within 15 calendar days of the occurrence-giving rise to the grievance.
- b. If the parties are unable to resolve the grievance on an informal basis, the grievant shall file the grievance in writing with his/her immediate supervisor within 15 calendar days after last discussing the grievance with his/her immediate supervisor. The Fire Chief shall be served with a copy of the written grievance at the time such grievance is filed with the grievant's immediate supervisor. A grievance filed with the Chief shall be for informational purposes only; he/she shall not discuss it with the supervisor unless consulted by that person or with the grievant until and unless the grievant files it with the Chief. Only those issues unresolved by the supervisor shall be discussed with the employee at the Chief's level.
- c. If the grievance has not been settled within fifteen (15) calendar days of its filing with the grievant's immediate supervisor, it shall then be submitted to the Fire Chief for resolution. If requested by either party, the Fire Chief and the grievant and/or his/her representative shall meet in an attempt to resolve the grievance. Within fifteen (15) calendar days of the filing of the grievance with the Fire Chief, the Fire Chief shall provide the grievant and/or his/her representative with a written statement regarding the grievance.
- d. If the grievant does not agree with the Fire Chief's proposed resolution of the grievance, he/she shall submit the written grievance to the Board of Directors for resolution and/or decision. The grievant's appeal to the Board of Directors regarding the grievance must be filed with the Secretary, Board of Directors no later than fifteen (15) calendar days from the date on which the employee received the

Fire Chief's written decision. All written materials and rationale, which are to be submitted by the grievant to the Board of Directors, shall be served upon the Fire Chief at the time the grievance is appealed to the Board of Directors. Both the grievant or his/her representative and the Fire Chief shall be given an opportunity to argue their positions on the grievance to the Board of Directors prior to its determination upon the merits of the grievance. The grievant, his/her representative, and the Fire Chief shall be notified in writing of the Board's decision on the grievance.

- e. If the grievance is not resolved to the employee's satisfaction and the employee wishes to appeal, the grievant may, within fifteen (15) calendar days from the response of the Board of Directors, request that the Fire Chief set up mediation.
- f. A State mediator shall mediate the dispute according to the normal rules governing mediation.

ARTICLE XXVII – DISCHARGE OR OTHER DISCIPLINARY ACTION

27.01 It is agreed that the District shall advise the employee of his/her right to representation and a written statement of the reason or reasons for any disciplinary action against him/her. All documentation upon which the charges are based shall be made available to the employee at the time such action is taken.

27.02 It is agreed that all appeals relating to any disciplinary action shall be submitted in writing to the District in accordance with Article XXIX – GRIEVANCES, following a hearing before the Chief or his/her designated representative.

ARTICLE XXVIII – SEVERABILITY

28.01 This MOU is subject to all current and future applicable Federal, State, and local laws. All ordinances, rules, regulations, and policies shall be subject to the appropriate revisions, amendments, and deletions necessary to conform to the purpose, intent, and application of the provision of this MOU.

28.02 If any article or section of this MOU is in conflict or inconsistent with such applicable provisions of Federal, State, or local laws, the parties shall, where applicable, meet and confer or meet and consult for the purpose of arriving at a mutually agreeable replacement for such article or section. The validity of the remainder of this Memorandum shall not be affected thereby.

ARTICLE XXIX – SENIORITY PROVISIONS

29.01 Seniority Defined:

- a. District Seniority is defined as an employee's most recent period of unbroken, continuous service with the District. Employees shall not attain District seniority until the completion of the required probationary period, at which time District seniority shall relate back to the commencement of the most recent date of appointment.
- b. Classification Seniority is defined as the period of most recent continuous service in the employee's classification. Employees shall not attain classification seniority until completion of the probationary period in that classification, at which time

classification seniority shall relate back to the most recent date of appointment to such classification.

29.02 Seniority Credit:

- a. In computing seniority, credit shall be given for all classified service in the District except that a resignation or discharge shall be considered a break in service and seniority credit shall be given for any service rendered prior to that break, as provided below.
- b. Seniority Credit shall be allowed only for the following types of absence from a position in the classified service:
 1. Absences during authorized vacation or authorized sick leave.
 2. Absence on leave for active service in the Armed Forces of the State of California or the United States of America.
 3. In the event that an employee does not complete the probationary period in his/her classification due to layoff, seniority shall be allowed for the new service classification upon completion of that probationary period.
 4. Absence on leave made necessary by injuries sustained in the line of duty.
 5. Absence made necessary by injuries sustained in the course of employment by the District.
 6. Absence on leave while on loan to another agency if, in the opinion of the Fire Chief, the District stands to benefit from employment or other activity.

29.03 Other Seniority Credit Provisions:

- a. If an employee is suspended through no fault of his/her own and is later re-employed, he/she shall not lose any seniority credit for any period of actual service; if, however, he/she has been separated from service by resignation or discharge for cause and is again employed, he/she shall not receive any seniority credit for service rendered prior to his/her separation from service.
- b. When two or more employees are appointed on the same date in the same classification, the order of precedence shall be determined by the order of the relative position of such employees on the eligibility list from which said employees were appointed.

ARTICLE XXX – REDUCTION IN FORCE

30.01 Reduction in force shall be based on seniority unless the employee has received an unsatisfactory rating or below, least senior first. Should a reduction in force be necessary, the following will apply:

- a. When a position is to be eliminated, classification seniority may be used as the criteria' starting with the least senior employee in the position.
- b. When re-strengthening the District, all those affected by the reduction in force may be given the opportunity to move back into their former positions before any new personnel are hired or promoted.
- c. The time limit for rehire shall be 24 months from the date of lay-off for employees who have completed initial probation. Time limit for rehire shall be six (6) months for employees who have not completed initial probation.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Rancho Santa Fe Fire Protection District on October 13, 2010September 13, 2006.

TEAM MEMBERS
RANCHO SANTA FE
FIRE PROTECTION DISTRICT

TEAM MEMBERS
RANCHO SANTA FE FPD
EMPLOYEES ASSOCIATION

James H. Ashcraft, President
Board of Directors

Dina Bussey, Accounting Specialist
RSFFPD Employees Association

Randall Malin, Member
Board of Directors

Mike Scott, Urban-Fire Forester
RSFFPD Employees Association

Appendix A

The following schedule becomes effective - July 1, 2006

July 1, 2006 (FY 07)

w/\$600

Urban Forester	Range	A	B	C	D	E
Hourly		\$34.629	\$36.360	\$38.178	\$40.087	\$42.091
Monthly		\$6,002	\$6,302	\$6,618	\$6,948	\$7,296
Fire Prevention Specialist	Range	A	B	C	D	E
Hourly		\$23.837	\$25.028	\$26.280	\$27.594	\$28.974
Monthly		\$4,132	\$4,338	\$4,555	\$4,783	\$5,022
Public Relations Coordinator	Range	A	B	C	D	E
Hourly		\$24.438	\$25.660	\$26.943	\$28.290	\$29.705
Monthly		\$4,236	\$4,448	\$4,670	\$4,904	\$5,149
Staff Assistant - I	Range	A	B	C	D	E
Hourly		\$17.226	\$18.088	\$18.992	\$19.942	\$20.939
Monthly		\$2,986	\$3,135	\$3,292	\$3,457	\$3,629
Accounting Specialist	Range	A	B	C	D	E
Hourly		\$21.041	\$22.093	\$23.197	\$24.357	\$25.575
Monthly		\$3,647	\$3,829	\$4,021	\$4,222	\$4,433
Staff Assistant - II	Range	A	B	C	D	E
Hourly		\$18.569	\$19.497	\$20.472	\$21.496	\$22.571
Monthly		\$3,219	\$3,380	\$3,549	\$3,726	\$3,912

The following schedule becomes effective - July 1, 2007

July 1, 2007 (FY 08)

Urban Forester	Range	A	B	C	D	E
Hourly		\$35.841	\$37.633	\$39.514	\$41.490	\$43.564
Monthly		\$6,212	\$6,523	\$6,849	\$7,192	\$7,551

Fire Prevention Specialist	Range	A	B	C	D	E
Hourly		\$24.671	\$25.904	\$27.200	\$28.560	\$29.988
Monthly		\$4,276	\$4,490	\$4,715	\$4,950	\$5,198

Public Relations Coordinator	Range	A	B	C	D	E
Hourly		\$25.294	\$26.558	\$27.886	\$29.280	\$30.744
Monthly		\$4,384	\$4,603	\$4,834	\$5,075	\$5,329

Staff Assistant - FP	Range	A	B	C	D	E
Hourly		\$17.829	\$18.721	\$19.657	\$20.640	\$21.672
Monthly		\$3,090	\$3,245	\$3,407	\$3,578	\$3,756

Accounting Specialist	Range	A	B	C	D	E
Hourly		\$21.777	\$22.866	\$24.009	\$25.210	\$26.470
Monthly		\$3,775	\$3,963	\$4,162	\$4,370	\$4,588

Staff Assistant - ADMIN	Range	A	B	C	D	E
Hourly		\$19.219	\$20.180	\$21.189	\$22.248	\$23.361
Monthly		\$3,331	\$3,498	\$3,673	\$3,856	\$4,049

The following schedule becomes effective - July 1, 2008

July 1, 2008 (FY 09)

Urban Forester	Range	A	B	C	D	E
Hourly		\$37.095	\$38.950	\$40.897	\$42.942	\$45.089
Monthly		\$6,430	\$6,751	\$7,089	\$7,443	\$7,815

Fire Prevention Specialist	Range	A	B	C	D	E
Hourly		\$25.534	\$26.811	\$28.152	\$29.559	\$31.037
Monthly		\$4,426	\$4,647	\$4,880	\$5,124	\$5,380

Public Relations Coordinator	Range	A	B	C	D	E
Hourly		\$26.179	\$27.488	\$28.862	\$30.305	\$31.820
Monthly		\$4,538	\$4,765	\$5,003	\$5,253	\$5,516

Staff Assistant - FP	Range	A	B	C	D	E
Hourly		\$18.453	\$19.376	\$20.345	\$21.362	\$22.430
Monthly		\$3,199	\$3,359	\$3,526	\$3,703	\$3,888

Accounting Specialist	Range	A	B	C	D	E
Hourly		\$22.539	\$23.666	\$24.850	\$26.092	\$27.397
Monthly		\$3,907	\$4,102	\$4,307	\$4,523	\$4,749

Staff Assistant - ADMIN	Range	A	B	C	D	E
Hourly		\$19.892	\$20.886	\$21.930	\$23.027	\$24.178
Monthly		\$3,448	\$3,620	\$3,801	\$3,991	\$4,191

The following schedule becomes effective - July 1, 2009
 July 1, 2009 (FY 10)

Urban Forester	Range	A	B	C	D	E
Hourly		\$38.393	\$40.313	\$42.329	\$44.445	\$46.667
Monthly		\$6,655	\$6,988	\$7,337	\$7,704	\$8,089

Fire Prevention Specialist	Range	A	B	C	D	E
Hourly		\$26.428	\$27.749	\$29.137	\$30.594	\$32.124
Monthly		\$4,581	\$4,810	\$5,050	\$5,303	\$5,568

Public Relations Coordinator	Range	A	B	C	D	E
Hourly		\$27.095	\$28.450	\$29.872	\$31.366	\$32.934
Monthly		\$4,696	\$4,931	\$5,178	\$5,437	\$5,709

Staff Assistant - FP	Range	A	B	C	D	E
Hourly		\$19.099	\$20.054	\$21.057	\$22.110	\$23.215
Monthly		\$3,311	\$3,476	\$3,650	\$3,832	\$4,024

Accounting Specialist	Range	A	B	C	D	E
Hourly		\$23.328	\$24.495	\$25.719	\$27.005	\$28.356
Monthly		\$4,044	\$4,246	\$4,458	\$4,681	\$4,915

Staff Assistant - ADMIN	Range	A	B	C	D	E
Hourly		\$20.588	\$21.617	\$22.698	\$23.833	\$25.025
Monthly		\$3,569	\$3,747	\$3,934	\$4,131	\$4,338

STAFF REPORT

NO. 10-23

TO: BOARD OF DIRECTORS
NICHOLAS G. PAVONE, FIRE CHIEF

FROM: MIKE SCOTT, URBAN FORESTER

SUBJECT: APPROVAL OF COUNTY OF SAN DIEGO
MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN

DATE: OCTOBER 8, 2010



BACKGROUND

For the past two years, staff has been preparing a *Local Multi-Hazard Mitigation Plan* as identified in the Fire District's Strategic Plan. A copy of the plan was provided to Board Members for review at the February 2010 Board of Directors meeting. At the February meeting, it was mentioned that the Fire District's plan was combined into a unified Multi-Jurisdictional Hazard Mitigation Plan (MJHMP) that encompasses the Fire District, the County of San Diego, and eighteen incorporated cities. County of San Diego Office of Emergency Services (County OES) has taken the lead for combining the hazard mitigation planning efforts of each participating jurisdiction. County OES forwarded the MJHMP to the State of California Emergency Management Agency (CalEMA) and Federal Emergency Management Agency (FEMA) for review and approval back in mid-February.

CURRENT SITUATION

Both CalEMA and FEMA have reviewed the MJHMP and found it meets all requirements. County OES is currently making minor, grammatical corrections to the document; a copy of the 540-page document is available from the County via "*Important Fire Service Related Links*" on our website. County OES will provide the Fire District with 12 hard copies of the plan within four to six weeks. Attachments Nos. 1 and 2 state that FEMA will approve the plan, once they receive formal adoption of the MJHMP by the County of San Diego and all participating jurisdictions. County OES will forward all formal adoption documentation to the FEMA Regional Office. Once the MJHMP is approved, the Fire District will be eligible to apply and receive assistance under the following grant programs: Hazard Mitigation Grant Program; Pre-Disaster Mitigation; Flood Mitigation Assistance, and Severe Repetitive Loss.

RECOMMENDATION

Staff recommends that the Board of Directors ratify the *2010 County of San Diego Multi-Jurisdictional Hazard Mitigation Plan*.

Attachments:

1. FEMA tentative approval letter dated August 19, 2010
2. County of San Diego OES e-mail dated September 17, 2010



FEMA

August 19, 2010

Thomas Amabile
Senior Emergency Services Coordinator
San Diego County Office of Emergency Services
5555 Overland Avenue, Suite 1911
San Diego, CA 92123

Dear Mr. Amabile:

We have completed the courtesy review of the *County of San Diego Multi Jurisdictional Hazard Mitigation Plan*, and have determined that this plan is eligible for final approval pending its adoption by San Diego County as well as the submission of an electronic version of the final plan. A list of the status of all participating jurisdictions is enclosed.

Formal adoption documentation must be submitted to the Regional office within one calendar year of the date of this letter, or the entire plan must be updated and resubmitted for review. We will approve the plan upon receipt of the documentation of formal adoption.

If you have any questions regarding the planning or review processes, please contact Juliette Hayes, Community Planner at (510) 627-7211, or by email at juliette.hayes@dhs.gov.

Sincerely,



Sally Ziolkowski, Director
Mitigation Division

cc: Ken Worman, California State Hazard Mitigation Officer

From: Kay, Dawn [mailto:Dawn.Kay@sdcounty.ca.gov] **On Behalf Of** Lane, Ronald

Sent: Friday, September 17, 2010 10:35 AM

To: Nicholas G. Pavone; Alan Lanning; Alicia Hernandez, Chula Vista; Amabile, Tom; Asturias, Susan; Balmer, Marisa; Brua, Anita; Darrell Jobes, Chief; Darrin Ward, Div. Chief; Darryl Hebert ; David Hanneman; David Harrison, Carlsbad Emergency Preparedness; David Ott; Dismas Abelman; Don Rawson, Emergency Planning; Donna Faller, City of San Diego; Frank Parra, National City; Gary Fisher; Glenn, Tammy; Greg McAlpine, Deputy Chief (Alternate for M Scott); Greg McAlpine, La Mesa; Herman Reddick; Javier Mainar, Chief; Jim Garcia, Deputy Chief; Joe Urban, Oceanside; John Traylor, Chief; Jon Canavan, Division Chief; Justin Gipson, Deputy Fire Chief; Kay, Dawn; Kevin Crawford; Lackmann, John; Lane, Ronald; Leticia Hernandez, Imperial Beach; Luke, Leslie; Mark Muir, Chief; Mark Sanchez, Chief; McNairnie, Kathy G; Michael Lowry, Chief; Mike Blood; Mike James, Lemon Grove; Mike Rottenberg, Chief Santee; Mike Scott, Chief El Cajon, La Mesa, Lemon Grove; Milakovich, Jenene [Sheriff]; Patino, Madeline; Place, Stasia; Randolph, Beverly; Randy Terich, Dep. Chief, Vista; Rea, Stephen; Reddick, Herman P.; Richard Mattick, Santee Fire; Rick Sitta, Division Chief; Thomas Clark; Tim Smith, Deputy Chief; Todd Newman, Chief; Tom Gallup; Tom Leonard, Chula Vista; Walter Amedee; Wicjorek, John

Subject: Hazard Mitigation Plan

All,

As some of you may have heard, FEMA has reviewed and tentatively approved our regional Hazard Mitigation Plan. Formal approval will be granted upon the adoption of the plan by the participating jurisdictions. These jurisdictions include the 18 incorporated cities, the County and the Rancho Santa Fe Fire Protection District. I have attached a copy of FEMA's letter.

The next step in this process is to take this plan to our respective governing boards and councils for adoption. This needs to be accomplished within a year to avoid the need to again update the entire plan and resubmit it to FEMA for approval.

OES will be providing 12 hard copies of the plan and two CDs to each participating jurisdiction. We anticipate that the printing will take three to four weeks. You will be notified when the documents are ready for pick-up.

Please coordinate with Tom Amabile if you need additional hard copies or other assistance with this project. He can be reached at tom.amabile@sdcounty.ca.gov or at 858-715-2203.

We are extremely appreciative of all of your staff's efforts in developing this plan, and look forward to working together to continue mitigation efforts in the region in the coming years.

Ron

RESOLUTION NO. 2010-09

RESOLUTION OF THE BOARD OF DIRECTORS OF THE RANCHO SANTA FE FIRE PROTECTION DISTRICT ADOPTING THE MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN

WHEREAS, Section 322 of the Robert T. Stafford Disaster relief and Emergency Assistance Act , 42 U.S.C. 5165, as amended by the Disaster Mitigation Act of 2000 (DMA 2000) provides for states, tribes and local governments to undertake a risk-based approach to reducing risks to natural hazards through mitigation planning, and

WHEREAS, the Federal Emergency Management Agency (FEMA) has implemented hazard mitigation planning provisions through regulations at 44 CFR Part 201 that reflect the need for States, Tribal and local governments to closely coordinate mitigation planning and implementation efforts, and

WHEREAS, these provisions are a condition of pre-and post-disaster assistance, and

WHEREAS, these local hazard mitigation plans are a requirement for local and tribal governments receiving FEMA hazard mitigation assistance, and

WHEREAS, under 44 CFR §201.6 local governments must have a FEMA approved Local Hazard Mitigation Plan to apply for and receive assistance under the following grant programs: Hazard Mitigation Grant Program (HMGP); Pre-disaster Mitigation (PDM); Flood Mitigation Assistance (FMA); and Severe Repetitive Loss (SRL), and

WHEREAS, AB 2140 limits the funding of an additional State share for certain disaster recovery projects funded with the California Disaster Assistance Act (CDAA) the local unless the local jurisdiction has an approved Hazard Mitigation Plan, and

WHEREAS, the County of San Diego, the eighteen incorporated cities located within the County and the Rancho Santa Fe Fire Protection District combined efforts to develop a unified Multi-Jurisdictional Hazard Mitigation Plan that encompasses the entire region, and

WHEREAS, FEMA has reviewed the plan and found it meets all requirements, and

WHEREAS, the adoption of the plan is the last step required for the plan to receive formal approval by FEMA,

NOW, THEREFORE BE IT RESOLVED THAT:

- 1) The Board of Directors of the Rancho Santa Fe Fire Protection, County of San Diego, California, hereby adopts the Multi-Jurisdictional Hazard Mitigation Plan dated August 2010.
- 2) The Multi-Jurisdictional Hazard Mitigation Plan to be implemented within the Fire District.
- 3) The Multi-Jurisdictional Hazard Mitigation Plan be incorporated into all applicable existing and future plans.

PASSED and ADOPTED at a regular meeting of by the Board of Directors of the Rancho Santa Fe Fire Protection District on the October 13, 2010 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

James H. Ashcraft
President

ATTEST:

Karlana Rannals
Secretary

STAFF REPORT

NO. 10-24

TO: BOARD OF DIRECTORS
NICHOLAS G. PAVONE, FIRE CHIEF

FROM: CLIFFORD F. HUNTER, FIRE MARSHAL

SUBJECT: ADOPTION OF 2010 CALIFORNIA FIRE CODE (SECOND READING)

DATE: OCTOBER 13, 2010



BACKGROUND

On January 15, 2008, the Fire District adopted the 2007 California Fire Code, based upon 2006 International Fire Code. The 2009 International Fire Code is developed by a committee made up of building officials, fire service personnel, building industry officials, and other interested parties from all over the United States. The 2009 International Fire Code was then modified by the California State Fire Marshal's Office to include State requirements including Chapter 49, requirements for the Wildland-Urban Interface Fire Areas. The three-year Fire Code adoption cycle is based the State of California completing the revision and reprinting of the newer code. It was complete July 1, 2010, under state law; local jurisdictions adopt and modify the latest edition of the 2010 California Fire Code with amendments; within 180 days of printing as established by the State Building Standards Commission. Failure to adopt a local fire code would automatically put in place the State-adopted Fire Code. The Rancho Santa Fe Fire Protection District last adopted the 2007 California Fire Code, based on the 2006 International Fire Code with amendments, Ordinance 2008-02. Additionally, the District adopted the 2006 International Wildland-Urban Interface Code with amendments, Ordinance 2008-01.

As in years past, the Fire District must meet certain guidelines in order to successfully adopt an ordinance. This agenda item satisfies the requirement for a second reading of the ordinance and the Board will schedule a public hearing within 30 days. The Board of Directors may chose to either adopt the ordinance at the end of the public hearing, or have it brought back to them at the next regular meeting. After the public hearing and upon final adoption, we must publish the ordinance, in the newspaper of general circulation.

The Green/Hansen Act also requires fire districts, which adopt amendments more stringent than the state, to submit these amendments for ratification to the County Board of Supervisors. We must submit them for review no less than 30 days before the public hearing, and then submit them for ratification upon adoption of the Ordinance.

CURRENT SITUATION

This is the second reading of the 2010 California Fire Code, which was based upon the 2009 International Fire Code with amendments. I have made many minor changes, mostly formatting and clarifications. To make it easier to see the changes I have highlighted the changes in yellow. The most significant change was adding section 605.11 Solar Photovoltaic Power Systems. This section covers proper installation of the solar panels to allow for firefighter safety when operating on the roof during ventilation at a fire. The State Fire Marshal's Office in conjunction with the fire service and the development community developed this section developed.

RECOMMENDATION

Continue reviewing the recommend amendments and provide feedback or questions to staff so the Board fully understands the amendments that will be adopted after the public hearing.

It is the professional opinion of the working group and Staff that the amendments to the fire code ordinance reflect the needs of the District. Staff recommends proceeding with the adoption of Ordinance No. 2011-01.

Attachments:

1. Draft Ordinance 2011-01 *second reading*

2011

Fire Code-Ordinance No 2011-01



Fire Marshal – First Reading

Rancho Santa Fe Fire Protection District

1/1/2011

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ORDINANCE NO. 2011-01

AN ORDINANCE OF THE RANCHO SANTA FE FIRE PROTECTION DISTRICT WHICH ADOPTS THE CALIFORNIA FIRE CODE, 2010 EDITION, AND 2009 INTERNATIONAL FIRE CODE WITH CERTAIN AMENDMENTS, ADDITIONS, AND DELETIONS

WHEREAS, Health & Safety Code Section 17958 mandates that the Rancho Santa Fe Fire Protection District shall adopt ordinances or regulations imposing the same requirements as are contained in the regulations adopted by the State pursuant to Health & Safety Code, Section 17922; and

WHEREAS, the State of California is mandated by Health & Safety Code Section 17922 to impose the same requirements as are contained in the 2010 California Fire Code, hereinafter referred to collectively as the Fire Code; and,

WHEREAS, the State of California is mandated by Health & Safety Code section 17922 to impose the same requirements as are contained in the 2010 California Fire Code, together with the Rancho Santa Fe Fire Protection District amendments shall be Rancho Santa Fe Fire Protection District Fire Code for the purpose of prescribing regulations in the unincorporated territory of the County of San Diego and the Rancho Santa Fe Fire Protection District; and

WHEREAS, code amendments adopted by the State of California shall take precedence over the 2010 California Fire Code language. The 2010 California Fire Code language shall be used for those code sections not adopted by the State; and

WHEREAS, local amendments adopted by the Rancho Santa Fe Fire Protection District shall take precedence over both 2010 California Fire Code; and

WHEREAS, Health & Safety Code Section 17958.5 permits the Rancho Santa Fe Fire Protection District to make such changes or modifications to the Codes as are reasonably necessary because of local conditions; and,

WHEREAS, Health & Safety Code Section 17958.7 requires that the Rancho Santa Fe Fire Protection District before making any changes or modifications pursuant to Section 17958.5 make express findings that such changes or modifications are needed due to climatic, geographic, or topographic conditions; and,

WHEREAS, the Rancho Santa Fe Fire Protection District of the Rancho Santa Fe Fire Protection District does herewith find that the Rancho Santa Fe Fire Protection District has

certain climatic, geologic, and topographical features that can have a deleterious effect on emergency services such as fire protection and emergency medical services; and,

WHEREAS, the Rancho Santa Fe Fire Protection District finds that the modifications and changes to the 2010 California Fire Code are reasonably necessary because of the following local climatic, geological, and topographical conditions as identified in Attachment A.

WHEREAS, certain amendments to the 2010 California Fire Code serve to mitigate to the extent possible said deleterious effects:

WHEREAS, Section 50022.1 through 50022.10, inclusive, of the Government code and Section 13869 of the Health and Safety Code, provide authority for the adoption by reference of codes, or portion of such codes:

NOW THEREFORE, the Board of Directors of the Rancho Santa Fe Fire Protection District does ordain as follows:

Ordinance Number 2008-01(Wildland-Urban Interface Code) and 2008-02 (2007 California Fire Code) (Amended) of the Rancho Santa Fe Fire Protection District is hereby repealed.

The Board of Directors of the Rancho Santa Fe Fire Protection District does ordain as follows:

Section 1

That a certain document, three (3) copies of which are on file in the office of the Board of Directors of Rancho Santa Fe Fire Protection District, being marked and designated as the 2010 California Fire Code, including Appendix Chapters, Appendix Chapter 4, Appendix B, BB, H & I as published by the International Code Council, be and is hereby adopted as the Fire Code of the Rancho Santa Fe Fire Protection District, in the State of California regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises, erection, construction, enlargement, alteration, repair, moving, removal, conversion, demolition, equipment use, and maintenance of buildings and structures, and applies to all Fire & Life Safety recommendations regarding all ministerial and discretionary planning applications, including that providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Fire Code on file in the office of the Rancho Santa Fe Fire Protection District are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in Section 2 of this ordinance.

Section 2

That the following sections are hereby revised:

Division II Administration Chapter 1 -Section 101.5 is hereby added (A), revised (R) or deleted (D) to the Building/Fire Code portion of the California Building Standards Code to read as follows:

(R) Section 101.5 Rancho Santa Fe Fire Protection District Validity: The Board of Directors of the Rancho Santa Fe Fire Protection District hereby declares that should any section, paragraph, sentence or word of this ordinance or of the code hereby adopted be declared for any reason to be invalid, it is the intent of the Board of Directors of the Rancho Santa Fe Fire Protection District that it would have passed all other portions of this ordinance independently of the elimination here from of any such portion as may be declared invalid.

Division II Administration Chapter 1 - Section 102.5 Repeal of Conflicting Ordinances, Resolutions or motions is hereby added (A), revised (R) or deleted (D) to the Building/Fire Code portion of the California Building Standards Code to read as follows:

Section 102.5 is hereby amended to read as follows:

(R) 102.5 Application of residential code. Where structures are designed and constructed in accordance with the *International Residential Code*, the provisions of this code shall apply as follows:

1. Construction and designed provisions: Provisions of this code pertaining to the exterior of the structure shall apply including, but not limited to, premises identification, fire apparatus access and water supplies. Provisions of this code pertaining to the interior of the structure when specifically required by this code including, but not limited to, Section 903.1 Where interior or exterior systems or devices are installed, construction permits required by Section 105.7 of this code shall also apply.
2. Administrative, operational, and maintenance provisions: all such provisions of this code shall apply.

Division II Administration Chapter 1 - Section 102.13 Repeal of Conflicting Ordinances, Resolutions or motions is hereby added (A), revised (R) or deleted (D) to the Building/Fire Code portion of the California Building Standards Code to read as follows:

(A) Section 102.13 Repeal of Conflicting Ordinances, Resolutions or Motions: All former ordinances, resolutions or motions, or parts thereof, conflicting or inconsistent

with the provisions of this Ordinance or of the Code or standards hereby adopted are hereby repealed.

Division II Administration Chapter 1- Section 104.12 Cost Recovery is hereby added (A), revised (R) or deleted (D) to the Building/Fire Code portion of the California Building Standards Code to read as follows:

Section 104.12 COST RECOVERY

(A) Section 104.12.1 Purpose. The purpose of this section is to establish authority to obtain reimbursement from responsible individuals for the expenses of any emergency response and/or enforcement action by the Rancho Santa Fe Fire Protection District to protect the public from fire or hazardous substances and situations.

(A) Section 104.12.2 Reimbursement

(a) In accordance with the Health and Safety Code section 13000 et seq., an individual who acts negligently or in violation of the law and thereby requires the jurisdiction to provide an emergency response to a danger posed by a fire or hazardous substance shall be liable for reimbursement to the agency for the costs incurred.

(b) In accordance with Government Code Sections 53150 through 53158, any individual who is under the influence of an alcoholic beverage or any drug or the combined influence of an alcoholic beverage or any drug, and whose negligent operation of a motor vehicle, boat or vessel, or civil aircraft caused by that influence, proximately causes any incident and thereby requires the agency to provide an emergency response shall reimburse the agency for the cost incurred.

Division II Administration Chapter 1 - Section 105.3.9 Expense Recovery is hereby added (A), revised (R) or deleted (D) to the Building/Fire Code portion of the California Building Standards Code to read as follows:

(A) Section 105.3.9 Expense Recovery: The purpose of this section is to establish authority to obtain reimbursement from responsible individuals for the expenses of any emergency response and/or enforcement action by the Rancho Santa Fe Fire Protection District to protect the public from fire or hazardous substances and situations.

Division II Administration Chapter 1 - Section 105.6.5.1 Christmas Tree Lots is hereby added (A), revised (R) or deleted (D) to the Building/Fire Code portion of the California Building Standards Code to read as follows:

(A) Section 105.6.5.1 to operate a Christmas tree lot with or without flame proofing services. Permit is required per section 105.6 Required Operational Permits.

Division II Administration Chapter 1- Section 105.6.19.1 Green waste Recycling, Mulching, Composting Operations And Storage is hereby added (A), revised (R) or deleted (D) to the Building/Fire Code portion of the California Building Standards Code to read as follows:

(A) Section 105.6.19.1 Greenwaste Recycling, Mulching, Composting Operations and Storage. Permit is required per section 1901.2 of Chapter 19

Division II Administration Chapter 1 - Section 108 Appeals is hereby added (A), revised (R) or deleted (D) to the Building/Fire Code portion of the California Building Standards Code to read as follows:

(A) Section 108.1 Appeals Procedure for the Rancho Santa Fe Fire Protection District Fire Code: This section establishes appeal procedures from a fire code official's order, decision or determination.

(A) Section 108.1.1 Appeals of decisions regarding building permits: A project applicant or the County may appeal a fire code official's determination granting, denying or imposing conditions on an application for a building permit by filing an appeal in writing with the Regional Fire Appeals Board (Appeals Board) within 30 days of the County fire code official's determination. The Appeals Board shall make factual findings and issue a written recommendation to the County Building Official on whether the fire code official's determination should be upheld, modified or overturned. A copy of the recommendation shall be provided to the applicant. The County Building Official shall act on the Appeals Board's recommendation and issue a written decision to the parties within 15 days of receipt of the Appeals Board's recommendation. The Building Official's decision shall be final.

(A) Section 108.1.2 Appeals of decisions regarding discretionary permits: A project applicant or the County may appeal a fire code official's determination relating to the application of this code to an application for a discretionary permit by filing an appeal in writing with the Appeals Board within 30 days of the County fire code official's determination. The Appeals Board shall review the fire code official's determination, make factual findings and issue a recommendation to uphold, overrule or modify the determination. The Appeals Board shall provide its recommendation to the party that filed the appeal, the fire code official and the County. The Appeals Board's recommendation shall be presented to the County decision-making body when it considers the application for the discretionary permit.

(A) Section 108.1.3 Regional Fire Appeals Board: This section establishes a Regional Fire Appeals Board consisting of five members. The Appeals Board shall consist of the following:

- One representative from the San Diego County Fire Districts Association
- One Fire Marshal from the unincorporated area of the County
- One operational chief officer from CAL FIRE
- One representative from the fire district in which the project is located, who has not been involved in previous decisions on the project
- One representative from a fire district other than the fire district in which the project is located.

Three members shall constitute a quorum for the transaction of business and three affirmative votes shall be necessary to render a decision. A representative from the San Diego County Fire Authority shall act as secretary of the Appeals Board. The Appeals Board shall adopt reasonable rules and regulations for conducting its review.

If an appeal is granted, the Board shall make findings pursuant to section 104.8. A written copy of the findings, along with a map showing the proposed modification and mitigating measures, shall be forward to the Unit Chief of Cal Fire, San Diego/Imperial Unit.

(A) Section 108.1.4 Appeals Of Decisions For A Matter Other Than A Building Permit Or Discretionary Permit: A person may appeal a fire code official's determination relating to the application of this code to a matter other than an application for a ministerial permit or discretionary permit by following the appeal provisions in section 108 of the California Fire Code.

(R) Division II Administration Chapter 1 – **Section 109.3. Violation Penalties:** Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under the provisions of this code, shall be guilty of a infraction or misdemeanor, punishable by a fine of not exceed \$1,000 dollars or by imprisonment not exceeding six (6) months, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Division II Administration Chapter 1 - Section 111.4 Failure to Comply is hereby added (A), revised (R) or deleted (D) to the Building/Fire Code portion of the California Building Standards Code to read as follows:

(R) **Section 111.4 Failure to Comply** – Any person, who shall continue any work having been served with a stop work order, except such work as that the person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not less than \$250.00 dollars or more than \$1,000 dollars.

Chapter 2 Definitions - Section 202 is hereby added (A), revised (R) or deleted (D) to the Building/Fire Code portion of the California Building Standards Code to read as follows:

- (A) Accessory Structure A building or structure used to shelter or support any material, equipment, chattel, or occupancy other than a habitable building. (A) (See Structure)
- (A) All-weather Surface is considered as paving, concrete, or as approved by a civil Engineer.
- (A) Combustible Vegetation is material that in its natural state will readily ignite, burn and transmit fire from the vegetative growth to any structure, this includes ground fuels which are any native or landscape vegetation not considered a tree and generally in contact with the ground.
- (A) Discretionary Project “Discretionary Project” means a project, which requires the exercise of judgment or deliberation when the public agency or body decides to approve or disapprove a particular activity, as distinguished from situations where the public agency or body merely has to determine whether there has been conformity with applicable statutes, ordinances, or regulations.
- (A) Fire Authority Having Jurisdiction (FAHJ) is the designated entity providing enforcement of fire regulations as they relate to planning, construction, and development. This entity may also provide fire suppression and other emergency services.
- (A) Fire Department is any regularly organized fire department, fire protection district, a legally formed volunteer fire department recorded with the County of San Diego, or Fire Company regularly charged with the responsibility of providing fire protection to the jurisdiction.
- (A) Fire Hazard is anything that increases or could create an increase of the hazard or menace of fire to a greater degree than customarily recognized as normal by persons in the public service regularly engaged in preventing, suppressing or extinguishing fire or anything or act which could obstruct, delay, hinder or interfere with the operations of the fire department or egress of occupants in the event of fire.
- (A) Fuel Modification Zone is a strip of land where combustible vegetation has been thinned, modified or both and partially or totally replaced with approved drought tolerant, fire resistant, and/or irrigated plants to provide an acceptable level of risk from vegetation fires. Fuel modification reduces radiant and convective heat, thereby reducing the amount of heat exposure on the roadway or structure and providing fire suppression forces a safer area in which to take action.

(A) Hazardous Fire Area is any geographic area mapped by the State or local jurisdiction as a high or very high fire hazard area, or as set forth by the FAHJ that contains the type and condition of vegetation, topography, weather, and structure density to potentially increase the possibility of vegetation conflagration fires shall be considered a hazardous fire area.

(A) Heavy Timber Construction as described in the California Building Code.

(A) Ignition-Resistant Material is any product which, when tested in accordance with ASTM E84 for a period of 30 minutes, shall have a flame spread of not over 25 and show no evidence of progressive combustion. In addition, the flame front shall not progress more than 10½ feet (3200 mm) beyond the centerline of the burner at any time during the test. (CBC)

Materials shall pass the accelerated weathering test and be identified as Exterior type, in accordance with ASTM D 2898 and ASTM D 3201. All materials shall bear identification showing the fire performance rating thereof. That identification shall be issued by ICC--ES or a testing facility recognized by the State Fire Marshal having a service for inspection of materials at the factory. Fire-Retardant-Treated Wood or noncombustible materials as defined in section 202 shall satisfy the intent of this section.

The enforcing agency may use other definitions of ignition-resistant material that reflect wildfire exposure to building materials and/or their materials performance in resisting ignition.

(A) Roof Covering roofs shall comply with the Building Code and have a minimum Class A roof covering. For roof coverings where the profile allows a space between the roof covering and roof decking, the space at the eave ends shall be fire stopped to preclude entry of flames or embers.

EXCEPTION: On qualified historical buildings, wood roof covering may be repaired or reconstructed as allowed by the State Historical Building Code.

(A) Non-Combustible Roof Covering one of the following must meet the Class "A" roof covering as noted above:

1. Cement shingles or sheets
2. Exposed concrete slab roof
3. Ferrous or copper shingles or sheets
4. Slate shingles
5. Clay or concrete roofing tile
6. Approved roof covering of noncombustible material

- (A) Off-site Roadway a road, street, public highway, or private road used for fire apparatus access from a publicly maintained road to the boundary of the subject property.
- (A) On-site Roadway a road, street, public highway, private road, or driveway used for fire apparatus access within the boundaries of the subject property or land division.
- (A) Planning Authority Having Jurisdiction (PAHJ) the identified authority regulating and enforcing planning and/or construction standards.
- (A) Structure means a residence and attached garage, building or related facility that is designed primarily for human use or habitation or buildings designed specifically to house farm animals. Decking, fences, and similar facilities are not considered structures for the purposes of establishing the limits of the fuel modification zone. Freestanding open sided shade covers; sheds, gazebos, and similar accessory structures less than 250 square feet and 30 feet or more from the main building are not considered structures for the purposes of this appendix. (See Accessory Structure)
- (A) Vegetation Conflagration is an uncontrolled fire spreading through vegetative fuels, and exposing and consuming structures in the advancing path of fire.
- (A) Mid-Rise Building a building four stories or more in height, 75 feet or less in height and not defined as a high-rise building by section 202 of the California Building Code. Measurements shall be made from the underside of the roof or floor above the topmost space that may be occupied to the lowest fire apparatus access road level.
- (A) Travel Time the estimated time it would take for a responding agency to travel from the fire station to the furthest structure in a proposed development project, determined by measuring the safest, most direct, appropriate and reliable route with consideration given to safe operating speeds for heavy fire apparatus.
- (A) Wildland-Urban Interface Code a code regulating and governing the mitigation of hazard to life and property from the intrusion of fire from wildland exposures, fire from adjacent structures and prevention of structure fires from spreading to wildland fuels as adopted by the local FAHJ.
- (A) Response Time is the elapsed time from the fire department's receipt of the first alarm to when the first fire unit arrives at the scene.

Chapter 3 General Precautions Against Fire - Section 307.5.1 is hereby added (A), revised (R) or deleted (D) to the Building/Fire Code portion of the California Building Standards Code to read as follows:

- (R) Section 307.5 Attendance Open Burning:** bonfires, or recreational fires and the use of portable outdoor fireplaces shall be constantly attended by an adult until the fire is extinguished. A minimum of one portable fire extinguisher complying with section 906 with a minimum 4-A rating or other approved on-site fire-extinguishing equipment, such

as dirt, sand, water barrel, garden hose or water truck, shall be available for immediate utilization.

~~(D) Section 316.3 Pitfalls of the California Fire Code is deleted.~~

Chapter 3 General Precautions Against Fire - Section 318 General Storage of Firewood is hereby added (A), revised (R) or deleted (D) to the Building/Fire Code portion of the California Building Standards Code to read as follows:

(A) Section 318 - General Storage of Firewood. Firewood shall not be stored in unenclosed spaces beneath buildings or structures, or on decks or under eaves, canopies or other projections or overhangs. When required by the code official, storage of firewood material stored in the defensible space shall be located a minimum of 30 feet (9 144 mm) from structures and separated from the crown of trees by a minimum of 15 feet (4 572 mm), measured horizontally. Firewood and combustible materials not for consumption on the premises shall be stored so as to not pose a hazard.

Chapter 3 General Mid-Rise Buildings - Section 319 Mid-Rise Buildings is hereby added (A), revised (R) or deleted (D) to the Building/Fire Code portion of the California Building Standards Code to read as follows:

SECTION 319 Mid-Rise Buildings

(A) Mid-Rise Buildings Sec 319.1 General: All newly constructed mid-rise buildings or any mid-rise building which undergoes a complete renovation that requires the complete vacancy of the building to complete the renovation shall comply with this section.

Exceptions:

1. Buildings used exclusively as an open parking garage.
2. Buildings where all floors above the fourth floor level are used exclusively as an open parking garage.
3. Buildings such as a power plant, lookout tower, steeple, grain house, and other similar structures with non-continuous human occupancy.

(A) Section 319.1.1 Automatic fire sprinkler systems and standpipes: Mid-rise buildings shall be protected throughout by an automatic fire sprinkler system designed and installed in conformance with the latest edition of NFPA 13 and in accordance with the following:

A shut-off valve and a water flow alarm shall be provided for each floor. Each shut-off valve and water flow alarm shall be electronically supervised.

Mid-rise buildings shall be provided with a class I standpipe system that is interconnected with the automatic fire sprinkler system. The system shall consist of 2½-inch hose valves located in each stair enclosure on every floor level. Two hose outlets shall be located on the roof outside of each stair enclosure, which penetrates the roof. The standpipe system shall be designed, installed and tested in accordance with the latest edition of NFPA 14. **Standard for the Installation of Standpipes and Hose Systems, 2010 Edition**

Fire department standpipe connections and valves serving the floor shall be within the vestibule and located in a manner so as not to obstruct egress when hose lines are connected and charged.

(A) Section 319.1.2 Smoke detection: Smoke detectors shall be provided in accordance with this section. Smoke detectors shall be connected to an automatic fire alarm system installed in accordance with the latest edition of NFPA 72. The actuation of any device required by this section shall operate the emergency voice alarm signaling system and shall place into operation all equipment necessary to prevent the circulation of smoke through air return and exhaust ductwork. Smoke detectors shall be located as follows:

In every mechanical equipment, electrical, transformer, telephone equipment, unmanned computer equipment, elevator machinery or similar room and in all elevator lobbies. Elevator lobby detectors shall be connected to an alarm verification zone or be listed as a releasing device.

In the main return air and exhaust air plenum of each air conditioning system. Such device shall be located in a serviceable area downstream of the last duct inlet.

At each connection to a vertical duct or riser serving two or more stories from a return air duct or plenum of an air conditioning system. In Group R, Division 1 and 2 occupancies, an approved smoke detector is allowed to be used in each return air riser carrying not more than 5,000 cubic feet per minute and not serving more than 10 air inlet openings.

For Group R, Division 1 and 2 occupancies, in all corridors serving as a means of egress for an occupant load of 10 or more.

(A) Section 319.1.3 Fire Alarm System: An approved and listed, automatic and manual, fully addressable and electronically-supervised fire alarm system shall be provided in conformance with this code and the California Building Code.

(A) Section 319.1.3 Emergency Voice Alarm Signaling System: The operation of any automatic fire detector or water flow device shall automatically sound an alert tone followed by a pre-recorded voice instruction giving appropriate information and direction on a general or selective basis to the following terminal areas:

1. Elevators
2. Elevator lobbies
3. Corridors
4. Exit stairways
5. Rooms and tenant spaces
6. Dwelling units
7. Hotel guest rooms
8. Areas designated as safe refuge within the building

(A) Section 319.1.4 Central Control Station: A central control station room for fire and life safety department operations shall be provided. The location and accessibility of the central control station room shall be approved by the fire department. The room shall be separated from the remainder of the building by not less than a one-hour, fire-resistive occupancy separation. The room shall be a minimum of 96 square feet with a minimum dimension of 8 feet. It shall contain the following as a minimum:

1. Voice alarm and public address panels
2. Fire department communications panel
3. Fire alarm enunciator panel
4. Elevator enunciator panel (when building exceeds 55 feet in height)
5. Status indicators and controls for air-handling systems (stairwell pressurization)
6. Controls for unlocking stairwell doors
7. Fire pump status indicators (if required)
8. Complete building plans set
9. Elevator control switches for switching of emergency power
10. Work table

(A) Section 319.1.5 Annunciation Identification: Control panels in the central control station shall be permanently identified as to their function. Water flow, automatic fire detection and manually-activated fire alarms, supervisory and trouble signals shall be monitored by an approved UL-listed central monitoring station and annunciated in the central control station by means of an audible and visual indicator. For the purposes of annunciation, zoning shall be in accordance with the following:

1. When the system serves more than one building, each building shall be considered a separate zone.
2. Each floor in a building shall be considered a separate zone.

3. When one or more risers serve the same floor, each riser shall be considered a separate zone.

(A) Section 319.1.6 Elevators and Elevator Lobbies: shall comply with Chapter 30 of the California Building Code. At least one elevator cab shall be assigned for fire department use, which shall serve all floors of the building. This cab shall be provided with dimensions adequate to accommodate an ambulance-type stretcher in accordance with section 3002.4 of the California Building Code.

(A) Section 319.1.7 Fire Department Communication System: an approved two-way fire department communication system designed and installed in accordance with the latest edition of NFPA 72 shall be provided for fire department use per section 907.2.12.3.

(A) Section 319.1.8 Means of Egress: In addition to the requirements of Chapter 10, egress components of mid-rise buildings shall comply with sections 319.1.8.1 through 319.1.8.5.

(A) Section 319.1.8.1 Extent of Enclosure: Stairway enclosures shall be continuous and shall fully enclose all portions of the stairway. Exit enclosure shall exit directly to the exterior of the building or include an exit passageway on the ground floor leading to the exterior of the building. Each exit enclosure shall extend completely through the roof and be provided with a door that leads onto the roof.

(A) Section 319.1.8.2 Pressurized Enclosures and Stairways: All required stairways and enclosures in a mid-rise building shall be pressurized as specified in section 909. Pressurized stairways shall be designed to exhaust smoke manually when needed.

(A) Section 319.1.8.3 Vestibules: Pressurized stairway enclosures serving a mid-rise building shall be provided with a pressurized entrance vestibule on each floor that complies with section 909.

(A) Section 319.1.8.4 Pressure Differences: The minimum pressure difference within a vestibule shall be in accordance with Section 909 of the fire code.

(A) Section 319.1.8.5 Locking of Stairway Doors: All stairway doors that are locked to prohibit access from the interior of the stairway shall have the capability of being unlocked simultaneously, without unlatching, upon a signal from the fire control room. Upon failure of normal electrical service or activation of any fire alarm, the locking mechanism shall automatically retract to the unlocked position.

A telephone or other two-way communication system connected to an approved emergency service which operates continuously shall be provided at not less than every third floor in each required exit stairway vestibule.

Approved signage shall be provided in each stairwell vestibule stating doors are locked, on each floor in which entry may be made and on each floor in which a telephone is

located. Hardware for locking a stairway vestibule doors shall be State Fire Marshal listed and approved by the fire code official by permit before installation. Stairway doors located between the vestibules and the stairway shaft shall not be locked.

Chapter 5 Fire Service Features - Section 502 Definitions is hereby added (A), revised (R) or deleted (D) to the Building/Fire Code portion of the California Building Standards Code to read as follows:

- (A) Dead-End Road a road that has only one point of vehicular ingress/egress, including cul-de-sacs and looped roads.
- (A) Fire Apparatus Access Road a road that provides fire apparatus access from a fire station to a facility, building or portion thereof. This is a general term that includes, but is not limited to a fire lane, public street, private street, driveway, and parking lot lane and access roadway.

Chapter 5 Fire Service Features - Section 503 is hereby added (A), revised (R) or deleted (D) to the Building/Fire Code portion of the California Building Standards Code to read as follows:

(R) Section 503.1 General Fire apparatus access roads, including private residential driveways, shall be required for every building hereafter constructed when any portion of an exterior wall of the first story is located more than 150 feet from the closest point of fire department vehicle access. Fire apparatus access roads, including private residential driveways more than 150 feet in length, shall be provided and maintained in compliance with this section and the most recent edition and any amendments thereto, of public and private road standards as adopted by the County of San Diego (San Diego County Standards for Private Roads and Public Roads, San Diego County Department of Public Works). The fire code official may modify the requirements of this section if the modification provides equivalent access.

(R) Section 503.1.1 Buildings and Facilities: Approved fire apparatus access roads shall be provided for every facility, building or portion of building hereafter constructed or moved into or within the jurisdiction. The fire apparatus access road shall comply with the requirements of this section and shall extend within 150 feet of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility.

Exceptions: The fire code official may increase the 150 foot minimum where:

1. Fire apparatus access roads cannot be installed because of topography, waterways, nonnegotiable grades or other similar conditions, and an approved alternative means of fire protection is provided.

2. There are no more than two Group R-3 or Group U occupancies.

(R) Section 503.1.2 Additional Access: The fire code official is authorized to require more than one fire apparatus access road based on the potential for impairment of a single road by vehicle congestion, condition of terrain, climatic conditions or other factors that could limit access.

(A) Section 503.1.2.1 Dead-end roads: The maximum length of a dead-end road, including all dead-end roads accessed from that dead-end road shall not exceed the following cumulative lengths, regardless of the number of parcels served:

Zoning for Parcel Served by Dead End Road(s)	Cumulative Length of Dead End Road(s)
Parcels zoned for less than 1 acre	800 feet
Parcels zoned for 1 acre to 4.99 acres	1,320 feet
Parcels zoned for 5 acres to 19.99 acres	2,640 feet
Parcels zoned for 20 acres or larger	5,280 feet

All lengths shall be measured from the edge of the roadway surface at the intersection where the road begins to the end of the road surface at its farthest point. Where a dead-end road crosses areas of differing zoned parcel sizes, requiring different length limits, the shortest allowable length shall apply. Where parcels are zoned 5 acres or larger, turnarounds shall be provided at a maximum of 1320 foot intervals. Each dead-end road shall have an approved turnaround constructed at its terminus.

The fire code official may allow a dead-end road to exceed the maximum allowable length pursuant to section 104.8 provided the fire code official makes expressed findings in writing.

(A) Section 503.1.4 High-piled Storage: Fire department vehicle access to buildings used for high-piled combustible storage shall comply with the applicable provisions of Chapter 23.

(R) Section 503.2 Specifications: Fire apparatus access roads shall be installed and arranged in compliance with sections 503.2.1 through 503.8.

(R) Section 503.2.1 Dimensions:

(a) Fire apparatus access roads shall have an unobstructed improved width of not less than 24 feet, except for single-family residential driveways serving no more than two

single-family dwellings, which shall have a minimum of 16 feet of unobstructed improved width. Any of the following, which have separated lanes of one-way traffic: gated entrances with card readers, guard stations or center medians, are allowed, provided that each lane is not less than 14 feet wide.

(b) All fire apparatus access roads shall have an unobstructed vertical clearance of not less than 13 feet 6 inches. Vertical clearances or road widths shall be increased when, in the opinion of the fire code official, vertical clearances or road widths are not adequate to provide fire apparatus access.

Exception: Upon approval of the fire code official, vertical clearances or road width may be reduced as long as the reduction does not impair access by fire apparatus. In cases where the vertical clearance has been reduced approved signs shall be installed and maintained indicating the amount of vertical clearance.

(A) Section 503.2.1.1 Road Phasing Policy- For Single Family Dwellings on Existing Legal Parcels. The fire access roadway requirement for widening existing improved fire apparatus roadway shall be per TABLE 503.2.1.1A – PHASING POLICY - Fire Apparatus Access and will extend from the property out to the nearest public road.

TABLE 503.2.1.1A - PHASING POLICY

Fire Apparatus Access – Single Family Dwellings

Number of Parcels	Unobstructed Road width	Roadways Over 600 foot Long	Extend to Nearest Public Road
1-2	16-foot, paved	Turnouts every 400-feet	Yes
3-8	20-foot, paved	Turn-outs every 400-feet	Yes
9 or more	24-foot, paved	Not required	Yes

Auxiliary structures (non-habitable) and residential additions/remodels less than 500 square feet. The access roadway will not be required to be improved if the access roadway has already been improved to a minimum width of 20 feet. If the roadway is not 20 feet, then the roadway shall be widened per “TABLE 503.2.1.1A – PHASING POLICY – “Fire Apparatus Access,” but not greater than 20 feet. The preceding addition/remodel exception is limited to one permit (addition or remodel) per three-year period from the date of the last permit approval.

Exception: Upon approval of the fire code official, vertical clearances or road width may be reduced as long as the reduction does not impair access by fire apparatus. In cases where the vertical clearance has been reduced approved signs shall be installed and maintained indicating the amount of vertical clearance.

(R) Section 503.2.2 Authority to Increase Minimums: The fire code official shall have the authority to require an increase in the minimum access road widths where the fire code official determines the minimum are inadequate for fire or rescue operations.

(R) Section 503.2.3 Surface: Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus not less than 75,000 lbs. unless authorized by the FAHJ and shall be provided with an approved paved surface so as to provide all-weather driving capabilities.

(R) Section 503.2.4 Turning Radius: the turning radius of a fire apparatus access road shall comply with the County public and private road standards approved by the Board of Supervisors. The turning radius for a private residential driveway shall be a minimum of 28 feet, as measured on the inside edge of the improvement width or as approved by the fire code official.

(R) Section 503.2.5 Dead ends. All dead-end fire access roads in excess of 150 feet in length shall be provided with approved provisions for turning around emergency apparatus. A cul-de-sac shall be provided in residential areas where the access roadway serves more than two structures. The minimum unobstructed paved radius width for a cul-de-sac in a residential area shall be 36 feet. The fire code official shall establish a policy identifying acceptable turnarounds for various project types.

(R) Section 503.2.6 Bridges and Elevated Surfaces: Where a bridge or an elevated surface is part of a fire apparatus access road, the bridge shall be constructed and maintained in accordance with AASHTO HB-17. Bridges and elevated surfaces shall be designed for a live load sufficient to carry the imposed loads of fire apparatus. Vehicle load limits and vertical clearance limitations shall be posted at both entrances to bridges when required by the fire code official. Where elevated surfaces designed for emergency vehicle use are adjacent to surfaces which are not designed for such use, approved barriers, approved signs or both shall be installed and maintained when required by the fire code official.

(A) Section 503.2.6.1 Bridges with One Traffic Lane: When allowed by the fire code official, private bridges providing access to not more than two residential dwellings may be allowed with one, 12 - foot wide travel lane; however, it shall provide for unobstructed visibility from one end to the other and turnouts shall be provided at both ends.

(A) Section 503.2.7 Grade: The gradient for a fire apparatus access roadway shall not exceed 20.0%. Grades exceeding 15.0% shall not be allowed without mitigation measures. The fire code official may require additional mitigation measures where he deems appropriate. The angle of departure and angle of approach of a fire access roadway shall not exceed 7 degrees (12 percent) or as approved by the fire code official.

(A) Section 503.2.8 Roadway Turnouts: Shall be a minimum of 10 feet wide and 30 feet long and with a minimum 25 foot taper on each end.

(R) Section 503.3 Marking: When required by the fire code official, approved signs or other approved notices shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. Signs or notices shall be maintained in a clean and legible condition at all times and is replaced or repaired when necessary to provide adequate visibility. All new public roads, all private roads within major subdivisions and all private road easements serving four or more parcels shall be named. Road name signs shall comply with County of San Diego Department of Public Works Design Standard #DS-13.

(A) Section 503.3.1 Fire Lane Designation: Where the fire code official determines that it is necessary to ensure adequate fire access, the fire code official may designate existing roadways as fire access roadways as provided by Vehicle Code section 22500.1 (public) or 22658(a) (private).

(R) Section 503.4 Obstruction of Fire Apparatus Access Roads: Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. The minimum road widths and clearances established in section 503.2.1 shall be maintained at all times.

(A) Section 503.4.1 Roadway Design Features: Roadway design features (speed bumps, speed humps, speed control dips, etc.) which may interfere with emergency apparatus responses shall not be installed on fire access roadways, unless they meet design criteria approved by the fire code official.

(R) Section 503.5 Required Gates or Barricades: The fire code official is authorized to require the installation and maintenance of gates or other approved barricades across fire apparatus access roads, trails or other access ways, not including public streets, alleys or highways. Electric gate openers, where provided, shall be listed in accordance with UL 325. Gates intended for automatic operation shall be designed, constructed and installed to comply with the requirements of ASTM F2200.

(R) Section 503.5.1 Secured Gates and Barricades: When required, gates and barricades shall be secured as approved by the fire code official. Roads, trails and other access ways that have been closed and obstructed in the manner prescribed by section 503.5 shall not be trespassed on or used unless authorized by the owner and the fire code official.

Exception: The restriction on use shall not apply to public officers acting within the scope of duty.

(R) Section 503.5.2 School Fences and Gates: School grounds may be fenced and gates therein may be equipped with locks, provided that safe dispersal areas based on three square feet per occupant are located between the school and the fence. Such required safe dispersal areas shall not be located less than 50 feet from school buildings.

Every public and private school shall conform to Education Code section 32020, which states:

The governing board of every public school district and the governing authority of every private school, which maintains any building used for the instruction or housing of school pupils on land entirely enclosed (except for building walls) by fences or walls,

shall, through the cooperation of local law enforcement and fire protection agencies having jurisdiction of the area, provide for the erection of gates in these fences or walls. The gates shall be of sufficient size to permit the entrance of ambulances, police equipment and fire-fighting apparatus used by law enforcement and fire protection agencies. There shall be no less than one access gate and there shall be as many of these gates as needed to ensure access to all major buildings and ground areas. If these gates are equipped with locks, the locking devices shall be designed to permit ready entrance by the use of chain or bolt-cutting devices.

(R) Section 503.6 Security Gates: No person shall install a security gate or security device across a fire access roadway without the fire code official's approval. All gates providing access from a road to a driveway shall be located a minimum of 30 feet from the nearest edge of the roadway and the driveway width shall be 36 feet wide at the entrance on roadways of 24 feet or less of the traffic lane(s) serving the gate. An automatic gate across a fire access roadway or driveway shall be equipped with an approved emergency key-operated switch overriding all command functions and opening the gate. A gate accessing more than four residences or residential lots or a gate accessing hazardous institutional, educational or assembly occupancy group structure, shall also be equipped with an approved emergency traffic control-activating strobe light sensor or other device approved by the fire code official, which will activate the gate on the approach of emergency apparatus with a battery back-up or manual mechanical disconnect in case of power failure. An automatic gate shall meet fire department policies deemed necessary by the fire code official for rapid, reliable access. An automatic gate serving more than one dwelling or residential lot in existence at the time of adoption of this chapter is required to install an approved emergency key-operated switch or other mechanism approved by the fire code official, at an approved location, which overrides all command functions and opens the gate. A property owner shall comply with this requirement within 90 days of receiving written notice to comply. Where this section requires an approved key-operated switch, it may be dual-keyed or equipped with dual switches provided to facilitate access by law enforcement personnel. Electric gate openers, where provided, shall be listed in accordance with UL 325. Gates intended for automatic operation shall be designed, constructed and installed to comply with the requirements of ASTM F2200.

Chapter 5 Fire Service Features - Section 505 is hereby added (A), revised (R) or deleted (D) to the Building/Fire Code portion of the California Building Standards Code to read as follows:

(R) Section 505.1 Address Numbers: Approved numbers and/or addresses shall be placed on all new and existing buildings and at appropriate additional locations as to be plainly

visible and legible from the street or roadway fronting the property from either direction of approach. Said numbers shall contrast with their background, and shall meet the following minimum standards as to size: 4" high with a 1/2 " stroke for residential buildings, 6" high with a 1/2" stroke for commercial and multi-residential buildings, 12" high with a 1" stroke for industrial buildings. Additional numbers shall be required where deemed necessary by the Fire Marshal, such as rear access doors, building corners, and entrances to commercial centers. The Fire code official may establish different minimum sizes for numbers for various categories of projects.

(A) Section 505.3 Easement Address Signs: All easements, which are not named differently from the roadway, from which they originate, shall have an address sign installed and maintained, listing all street numbers occurring on that easement, located where the easement intersects the named roadway. Minimum size of numbers on that sign shall be 4 inches in height with a minimum stroke of 3/8", and shall contrast with the background.

(A) Section 505.4 Map Directories: A lighted directory map, meeting current fire department standards, shall be installed at each driveway entrance to multiple unit residential projects and mobile home parks, where the numbers of units in such projects exceed 15.

(A) Section 505.5 Response Map Updates: Any new development, which necessitates updating of emergency response maps by virtue of new structures, hydrants, roadways or similar features, shall be required to provide map updates in a format (PDF and/or CAD format as approved by the FAHJ) or compatible with current department mapping services, and shall be charged a reasonable fee for updating all response maps.

Chapter 5 Fire Service Features - Section 506 is hereby added (A), revised (R) or deleted (D) to the Building/Fire Code portion of the California Building Standards Code to read as follows:

(R) Section 506.1 Key Boxes: When access to or within a structure or an area is unduly difficult because of secured openings or where immediate access is necessary for life saving or firefighting purposes, the Fire code official is authorized to require a key box to be installed in an accessible location. The key box shall be a type approved by the fire code official and shall contain keys to gain necessary access as required by the fire code official.

(A) Section 506.2.1 Emergency Key Access: All central station-monitored fire detection systems and fire sprinkler systems shall have an approved emergency key access box on site in an approved location. The owner or occupant shall provide and maintain current

keys for the structure(s) for fire department placement in the box, and shall notify the fire department in writing when the building is re-keyed.

Chapter 5 Fire Service Features - Section 507 is hereby added (A), revised (R) or deleted (D) to the Building/Fire Code portion of the California Building Standards Code to read as follows:

(R) Section 507.2.2 Water Tanks Table 507.2.2A - Water storage tanks, when permitted by the Fire code official, shall comply with Table No. 507.2.2A

WATER STORAGE TANKS Table No. 507 .2.2A

Building Square Feet	Gallons Per Minute Water Flow	Capacity Gallons	Duration Minutes
Up to 1,500	250	5,000	20
Over 1,500	250	10,000	40
When exposure distance is one hundred feet (100') or less from adjacent property, or where additional hazards or higher fire flow exists, the required water storage may be modified by the fire code official.			

- (R) 1. Tank bottom elevation shall be equal to or higher than the fire department connection on the premises. Regardless of domestic use, all tanks shall be equipped with a device that will ensure that the tank contains the designated amount of water for fire flow duration as determined by the fire department. Tank size may be increased to serve multiple structures on a single parcel.
- (R) 2. Supply outlet shall be at least four inches in diameter from the base of the tank to the point of outlet at the fire department connection. The fire department connection shall be provided with an approved means of controlling water flow. The fire department connection shall be at least one four-inch National Standard Thread (male), reduce to one 2 ½-inch National Standard Thread (Male). Additional outlets may be required.
- (R) 3. Location of fire department outlet to be determined on the plot plan when submitted to the fire department. Consideration will be given to topography, elevations, and distance from structures, driveway access, prevailing winds, etc.
- (R) 4. The outlet shall be located along an access roadway and shall not be closer than 50 feet or further than 150 feet from the structure.
- (R) 5. All exposed tank supply pipes shall be of an alloy or other material listed for above ground use. Adequate support shall be provided.

- (R) 6. Water storage tanks shall be constructed from materials approved by the Fire Marshal and installed per manufacturer recommendations.
- (R) 7. The Fire code official may require any necessary information to be submitted on a plot plan for approval.
- (R) 8. Vessels previously used for products other than water shall not be permitted.
- (R) 9. The bottom of the water storage tank shall be level with or above the building pad.

(R) Section 507.3 Fire Flow Requirements: Fire flows shall be based on Appendix B or the standard published by the Insurance Services Office, "Guide for Determination of Required Fire Flow". Consideration should be given to increasing the gallons per minute to protect structures of extremely large square footage and for such reasons as:

- 1. Poor access roads
- 2. Grade and canyon rims
- 3. Hazardous brush
- 4. Response times greater than five minutes by a recognized fire department or fire suppression company.

In hazardous fire areas as defined in the 2010 California Fire Code as amended, the main capacity for new subdivisions shall not be less than 2,500 gallons per minute, unless otherwise approved by the Fire code official.

If fire flow increases are not feasible, the Fire code official may require alternative design standards such as: alternative types of construction providing a higher level of fire resistance; fuel break requirements which could include required irrigation; modified access road requirements; specified setback distances for building sites addressing canyon rim developments and hazardous brush areas; and other requirements authorized by this Code and as specified by the fire code official.

If fire flow increases are not feasible, the Fire code official may require alternative design standards such as: alternative types of construction providing a higher level of fire resistance; fuel break requirements which could include required irrigation; modified access road requirements; specified setback distances for building sites addressing canyon rim developments and hazardous brush areas; and other requirements authorized by this Code and as specified by the Fire code official.

(R) Section 507.5.1 Required installations: The location, type and number of fire hydrants connected to a water supply capable of delivering the required fire flow shall be provided on the public or private street, or on the site of the premises to be protected, or both, as required and approved by the fire code official. Fire hydrants shall be

accessible to the fire department apparatus by roads meeting the requirements of Section 503. For fire safety during the construction, alteration, or demolition of a building, see Section 1412.1.

(A) Section 507.5.1.1 Water Supplies and Fire Hydrants: Group R-3 and U Occupancies: An approved water supply capable of supplying the required fire flow for fire protection shall be provided to all premises upon which facilities, buildings, or portions of buildings are hereafter constructed or moved into or within the jurisdiction. When any portion of the facility or building protected is in excess of 500 feet (152 900 mm) from a water supply on a public street, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains capable of supplying the required flow shall be provided when required by the Fire code official.

EXCEPTION: Remodels and additions: Existing structures which are remodeled or added to where the amount of new area does not exceed 1,500 square feet and the additional or remodeled area is protected with an approved automatic fire extinguishing system.

In zones other than industrial, commercial and multi-family fire hydrants shall be installed in accordance with Table No. 507 .5.1.1A.

Table No. 507 .5.1.1A

Parcels ½ acre and larger:	Every 500 feet to the structure
Parcels less than ½ acre:	Every 350 feet to the structure

(A) Section 507.5.1.1.2 Fire Hydrant Spacing: In multi-family zones and in commercial and industrial zones, fire hydrants shall be installed at intersections, at the beginning radius of cul-de-sacs, and every 300 feet of fire access roadways, regardless of parcel size.

EXCEPTION: When improved methods of fire protection are provided, beyond those required by the Code, and accepted by the Fire code official, adjusted spacing of fire hydrants from those set forth above may be considered.

(A) Section 507.5.1.1.3 Type of Fire Hydrants: All fire hydrants shall be of bronze construction, including all internal parts except seats. Alternate materials may be used if approved by the Fire Marshal and the local water district having jurisdiction. The stems shall be designed and installed in a manner that will ensure that they will not be projected outward from the main body by internal water pressure due to disassembly. The number and size of fire hydrant outlets shall be as follows:

1. One 4-inch and one 2-½-inch NST outlet. (4", 2-½")
2. One 4-inch and two 2-½-inch NST outlets. (4", 2-½", 2-½")
3. In some instances, the Fire code official may require the fire hydrant(s) to have any other combination of 4 inch and 2-½ inch outlets.

(A) Section 507.5.1.1.4 Waterline Extensions: The Fire code official may require a waterline extension for the purpose of installing a fire hydrant if the water main is 1,500 feet or less from the property line.

Chapter 6 Building Services and Systems Section 603.6.6 is hereby added (A), revised (R) or deleted (D) to the Building/Fire Code portion of the California Building Standards Code to read as follows:

(A) Section 603.6.6 Spark Arresters: All structures having a chimney, flue or stovepipe attached to a fireplace, stove, barbecue or other solid or liquid fuel burning equipment or device shall have the chimney, flue or stovepipe equipped with an approved spark arrester. An approved spark arrester is a device intended to prevent sparks from escaping into the atmosphere, constructed of welded or woven wire mesh, 12 gauge thickness or larger, with openings no greater than ½ inch, or other alternative material the FAHJ determines provides equal or better protection.

Chapter 6 Building Services and Systems Section 603.8.1 is hereby added (A), revised (R) or deleted (D) to the Building/Fire Code portion of the California Building Standards Code to read as follows:

(R) Section 603.8.1 Residential Incinerators shall be prohibited.

Chapter 6 Building Services and Systems Section 605.11 is hereby added (A), revised (R) or deleted (D) to the Building/Fire Code portion of the California Building Standards Code to read as follows:

(A) SOLAR PHOTOVOLTAIC POWER SYSTEMS.

Section 605.11 is added to the California Fire Code to read:

(A) Sec. 605.11 Solar photovoltaic power systems. Solar photovoltaic power systems shall be installed in accordance with this code, the County Building Code and the County Electrical Code.

Exception: Detached Group U non-habitable structures such as parking shade structures, carports, solar trellises and similar type structures are not subject to the requirements of this section.

(A) **Sec. 605.11.1 Marking.** Marking is required on all interior and exterior conduit, enclosures, raceways, cable assemblies, junction boxes, combiner boxes and disconnects.

(A) **Sec. 605.11.1.1 Materials.** The materials used for marking shall be reflective, weather-resistant and suitable for the environment. Marking as required in sections 605.11.1.2 through 605.11.1.4 shall have all letters capitalized with a minimum height of 3/8 inch white on red background.

(A) **Sec. 605.11.1.2 Marking content.** The marking shall contain the words "WARNING: PHOTOVOLTAIC POWER SOURCE".

(A) **Sec. 605.11.1.3 Main service disconnect.** The marking shall be placed adjacent the main service disconnect in a location clearly visible from the location where the disconnect is operated.

(A) **Sec. 605.11.1.4 Location of marking.** Marking shall be placed on all interior and exterior DC conduit, raceways, enclosures and cable assemblies every 10 feet, within 1 foot of all turns or bends and within 1 foot above and below all penetrations of roof/ceiling assemblies and all walls and barriers.

(A) **Sec. 605.11.2 Locations of DC conductors.** Conduit, wiring systems and raceways for photovoltaic circuits shall be located as close as possible to the ridge, hip or valley and from the hip or valley as directly as possible to an outside wall to reduce trip hazards and maximize ventilation opportunities. Conduit runs between sub arrays and to DC combiner boxes shall be installed in a manner that minimizes the total amount of conduit on the roof by taking the shortest path from the array to the DC combiner box. The DC combiner boxes shall be located such that conduit runs are minimized in the pathways between arrays. DC wiring shall be installed in metallic conduit or raceways when located within enclosed spaces within a building. Conduit shall run along the bottom of load bearing members.

(A) **Sec. 605.11.3 Access and pathways.** Roof access, pathways and spacing requirements shall be provided in order to ensure access to the roof, provide

pathways to specific areas of the roof, provide for smoke ventilation operations, and to provide emergency egress from the roof.

Exceptions:

1. Requirements to ridge, hips and valleys do not apply to roof slopes of two units vertical in twelve units horizontal (2:12) or less.
2. Residential structures shall be designed so that each array is no greater than 150 feet by 150 feet in either axis.
3. The fire code official may allow modules to be located up to the ridge when an alternative ventilation method acceptable to the fire code official has been provided or where the fire code official has determined vertical ventilation techniques will not be employed.

(A) **Sec. 605.11.3.1 Roof access points.** Roof access points shall be defined as an area that does not place ground ladders over openings such as windows or doors, and are located at strong points of building construction in locations where the access point does not conflict with overhead obstructions such as tree limbs, wires or signs.

(A) **Sec. 605.11.3.2 Residential systems for one- and two-family residential dwellings.** Access shall be provided in accordance with sections 605.11.3.2.1 through 605.11.3.2.4.

(A) **Sec 605.11.3.2.1 Residential buildings with hip roof layouts.** Modules shall be located in a manner that provides a 3 foot wide clear access pathway from the eave to the ridge on each roof slope where modules are located. The access pathway shall be located at a structurally strong location on the building capable of supporting the live load of fire fighters access the roof.

(A) **Sec. 605.11.3.2.2 Residential buildings with a single ridge.** Modules shall be located in a manner that provides two 3 foot wide access pathways from the eave to the ridge on each roof slope where the modules are located.

(A) **Sec. 605.11.3.2.3 Hips and valleys.** Modules shall be located no closer than 18 inches to a hip or a valley if modules are to be placed on both sides of a hip or valley. If the modules are to be located on only one side of a hip or valley that is of equal length then the modules shall be permitted to be placed directly adjacent to the hip or valley.

(A) **Sec. 605.11.3.2.4 Smoke ventilation.** Modules shall be located no higher than 3 feet below the ridge in order to allow for fire department smoke ventilation operations.

- (A) **Sec. 605.11.3.3 All other occupancies.** Access shall be provided in accordance with sections 605.11.3.3.1 through 605.11.3.3.3.

Exception: Where it is determined by the fire code official that the roof configuration is similar to a one- and two-family dwelling, the fire code official may approve the residential access and ventilation requirements provided in sections 605.11.3.2.1 through 605.11.3.2.4

- (A) **Sec. 605.11.3.3.1 Access.** There shall be a minimum 6 foot wide clear perimeter around the edges of the roof.

Exception: If either axis of the building is 250 feet or less, there shall be a minimum 4 foot wide clear perimeter around the edges of the roof.

- (A) **Sec. 605.11.3.3.2 Pathways.** The solar photovoltaic installation shall be designed to provide designated pathways. The pathways shall meet the following requirements:

1. Pathways shall be over areas capable of supporting the live load of the fire fighters accessing the roof.
2. Center line axis pathways shall be provided in both axis of the roof. Center line axis pathways shall run where the roof structure is capable of supporting the live load of fire fighters accessing the roof.
3. Pathways shall be a straight line not less than 4 feet clear to skylight and/or ventilation hatches.
4. Pathways shall be a straight line not less than 4 feet clear to roof standpipes.
5. Pathways shall provide not less than 4 feet clear around the roof access hatch with at least one not less than 4 feet clear pathway to a parapet or roof edge.

- (A) **Sec. 605.11.3.3.3 Smoke ventilation.** The solar photovoltaic installation shall be designed to meet the following requirements:

1. Arrays shall be no greater than 150 feet in distance in either axis in order to create opportunities for smoke ventilation operations.
2. Smoke ventilation options between array sections shall be one of the following:
 - a. A pathway 8 feet or greater in width
 - b. A 4 feet or greater in width pathway and bordering roof skylights or smoke and heat vents

- c. A 4 feet or greater in width pathway and bordering 4 foot by 8 foot venting cutouts every 20 feet on alternating sides of the pathway.

(A) **Sec. 605.11.4 Ground-mounted photovoltaic arrays.** Ground-mounted photovoltaic array installations shall meet the requirements of sections 605.11.4.1 through 605.11.4.4.

(A) **Sec. 605.11.4.1 Access.** Access to ground-mounted photovoltaic arrays, associated equipment structures and operations/maintenance buildings shall be per section 503.

Exception: Private residential systems where the energy generated is primarily for on-site use.

(A) **Sec. 605.11.4.1.1 Perimeter access roadway.** Ground-mounted photovoltaic arrays 10 acres and larger in size shall be provided with an access roadway around the perimeter of the project. The perimeter access roadway shall be installed per section 503.

(A) **Sec. 605.11.4.2 Fuel modification.** Combustible vegetation within the array and to a distance of 20 feet from the array and associated equipment shall be reduced to a height of no more than 6 inches. Operation/maintenance buildings shall be provided with a fuel modification zone per section 4707.2.

(A) **Sec. 605.11.4.3 Water supply.** Water supply for fire protection and suppression shall be provided equipment structures and operations/maintenance buildings per section 507.

Exception: Equipment shelters used solely for the equipment associated with the array when the exterior walls and roof assemblies are constructed with non-combustible materials.

(A) **Sec. 605.11.4.4 Identification.** Ground-mounted photovoltaic arrays with multiple equipment structures shall be provided with means of readily-identifying equipment structures. The fire code official may require a lighted directory map of the project to be installed on-site near the entrance to the facility for projects 10 or more acres in size.

Chapter 9 Fire Sprinklers systems is hereby added (A), revised (R) or deleted (D) to the Building/Fire Code portion of the California Building Standards Code to read as follows:

- (A) **Section 902.1 Definitions - Life Safety Sprinkler System:** shall meet National Fire Protection Association Standards 13, 13-D and 13-R latest addition, and Rancho Santa Fe Fire Protection District installation policies as appropriate.
- (R) **903.2 Automatic Sprinkler Systems - Where required:** Approved automatic Fire sprinkler systems are required in all new structures. For the purpose of fire-sprinkler systems, buildings separated by less than ten (10) feet from adjacent buildings shall be considered as one building. Fire barriers, partitions and walls, regardless of rating, shall not be considered as creating separate buildings for purposes of determining fire sprinkler requirements. Mezzanines shall be included in the total square footage calculation.
- (A) **Automatic Fire Sprinkler System - 903.2.2.1 Additions:** an automatic sprinkler system installed in accordance section 903.2 may be required to be installed throughout structures when the addition is more than 50% of the existing building or when the altered building will exceed a fire flow as calculated per section 507.3. The fire code official may require an automatic sprinkler system be installed in buildings where no water main exists to provide the required fire flow or where a special hazard exists such as: poor access roads, grade and canyon rims, hazardous brush and response times greater than 5 minutes by a fire department. When Fire Sprinklers are required under additions this shall meet the entire structure or structures shall be equipped with fire sprinklers. The Fire code official may require that other protective measures be taken based on existing conditions and/or potential hazards.

EXCEPTION:

- (D) Exception (1) is hereby deleted and replaced with the following:
 - (R) (1) Group U occupancies not greater than 500 square feet, when building lies more than 20 feet from an adjacent structure or property line.
 - (A) (2) Accessory buildings/barns not greater than 1000 square feet, and not otherwise considered enclosed buildings/structures, which are of ignition resistant construction or as determined by the Chief to not present a significant fire hazard.
 - (A) (3) Agricultural buildings constructed of wood or metal frames, over which fabric or similar material is stretched, which are specifically used as green houses are exempt from the automatic sprinkler requirements unless physically connected to other structures.
- (A) **Automatic Fire System - 903.2.2.2 Remodels or Reconstructions:** an automatic sprinkler system installed in accordance section 903.2.1 may be required if the scope of work

includes significant modification to the interior or roof of the building, and the cost of installation of an automatic sprinkler system does not exceed 15 percent of the construction costs of the remodel. When Fire Sprinklers are required under remodels and reconstructions this shall mean the entire structure or structures shall be equipped with fire sprinklers. The fire code official may require that other protective measures be taken based on existing conditions and/or potential hazards.

(R) Section 903.4 Sprinkler System Monitoring and Alarms Exceptions: 1 is revised to read as follows:

Exception 1 – Automatic sprinkler systems with less than 100 fire sprinklers protecting one- and two-family dwellings.

Chapter 9 Section 907.2.11.4 Power Sources (Smoke Alarms) is hereby added (A), revised (R) or deleted (D) to the Building/Fire Code portion of the California Building Standards Code to read as follows:

(R) 907.2.11.4 Power Source: In new construction and in newly classified Group R-3.1 occupancies, required smoke alarms shall receive their primary power from the building wiring when such wiring is served from a commercial source and shall be equipped with a battery backup. Smoke alarms shall emit a signal when the batteries are low. Wiring shall be permanent and without a disconnecting switch other than those required for over current protection. Smoke alarms may be solely battery operated when installed in existing buildings; or in buildings without commercial power; or in buildings, which undergo alterations, repairs, or additions regulated by Section 907.2.11.5 .

Chapter 9 Section 907.2.11.5 Additions, Alterations or Repairs to Group R Occupancies is hereby added (A), revised (R) or deleted (D) to the Building/Fire Code portion of the California Building Standards Code to read as follows:

(A) 907.2.11.5 Additions, Alterations or Repairs to Group R Occupancies: when the valuation of an addition, alteration, or repair to a Group R occupancy exceeds \$1,000 and a permit is required, or when one or more sleeping rooms are added or created in existing Group R occupancies, smoke alarms shall be installed in accordance with Section 907.2.11.

Chapter 14 Fire Safety During Construction and Demolition is hereby added (A), revised (R) or deleted (D) to the Building/Fire Code portion of the California Building Standards Code to read as follows:

Section 1418 Fuel Modification or Vegetation Modification

- (R) **Section 1418.1 Fuel Modification Zone During Construction:** any person doing construction of any kind which requires a permit under this code or the County Building Code shall install a fuel modification zone prior to allowing any combustible material to arrive on the site and shall maintain the zone during the duration of the project.
- (R) **Section 1908 Storage And Processing Of Wood Chips, Hogged Materials Fines, Compost And Raw Product In Association With Yard Waste And Recycling Facilities** is hereby added (A), revised (R) or deleted (D) to the Building/Fire Code portion of the California Building Standards Code to read as follows:
- (A) **Section 1908.1.1 General.** The storage and processing (mulching, composting) of wood chips, hogged materials, fines, compost and raw product produced from yard waste, debris and recycling facilities shall be in accordance with section 1908.
- (A) **Section 1908.1.1 Definitions:** for the purpose of section 1908, certain words and phrases are defined and certain provisions shall be construed as set forth herein, unless it is apparent from the context that a different meaning is intended.
- (A) Aerated Static Pile means a composting process that uses an air distribution system to either blow or draw air through the pile. Little or no pile agitation or turning is performed.
- (A) Chipping and Grinding means an activity that mechanically reduces the size of organic matter.
- (A) Composting Operations means an operation that is conducted for the purpose of producing compost. Shall be by means of one or a combination of the following processes used to produce a compost product: static pile, windrow pile, or aerated static pile.
- (A) Green Waste includes but is not limited to such organic material as yard trimmings, plant waste, manure, untreated wood wastes, paper products, and natural fiber products.
- (A) Hogged Materials means mill waste consisting mainly of hogged bark but may include a mixture of bark, chips, dust, or other by-product from trees and vegetation.
- (A) Mulching is the process by which mixed green waste is mechanically reduced in size for the purpose of making compost.
- (A) Static Pile means a composting process that is similar to the aerated static pile except that the air source may or may not be controlled.
- (A) Windrow Composting Process means the process in which compostable material is placed in elongated piles. The piles or windrows are aerated and/or mechanically turned on a periodic basis.

(A) Wood Chips means chips of various species produced or used in chipping and grinding operations.

(A) Section 1908.1.2 Permit Required. A permit shall be obtained from the fire department prior to engaging in the operation and storing processed of wood chips, hogged material, fines, compost and raw product in association with yard waste and similar material recycling facilities. (See Division II Chapter 1 section 105.6.19.1) The permit shall be renewed on an annual basis, or shall be limited to such period of time as designated by the Fire code official. Permits shall not be transferable and any change in use, location, occupancy, operation, or ownership shall require a new permit.

(A) Section 1908.1.3 Security Bond/Financial Commitment for Cost Recovery. A security bond or other approved form of financial commitment may be required by the Fire code official to be posted, in an amount determined by the Fire code official, not less than \$25,000.00, nor more than \$100,000.00, depending on the size of operation. The security bond or financial commitment shall reimburse the fire department for expenses incurred in any emergency response and/or enforcement action by the fire department to protect the public from fire or hazardous substances related to the operation. The security bond/financial commitment shall be returned to the operator in a timely fashion upon satisfactory closure of the operation as determined by the Fire code official.

(A) Section 1908.1.4 Operational and Emergency Plans. The following operational and emergency action plans shall be submitted to and be approved by the Fire code official prior to initiating operation.

(A) Section 1908.1.5 Operational Plan: At a minimum, the Operational Plan must include site layout, pile dimensions, fire access, water supply, site security. Site operations, temperature monitoring, rotation, diversion plan.

(A) Section 1908.1.6 Emergency Plan: At minimum, the Emergency Plan must include: Operator fire response actions, fire dispersal area, emergency equipment operator callback, initiation of incoming diversion plan. All plans shall define the equipment necessary to process and handle the materials.

(A) Section 1908.1.7 Notification of Fire. All fires shall be reported to the fire department immediately upon discovery.

(A) Section 1908.1.8 Equipment Operator Emergency Callback. The operator shall implement and maintain a plan for rapid equipment operator response to the site.

The maximum response time to the site shall be within one hour of a fire department notification. The following equipment shall be on site and staffed with skilled operators: bulldozer, loaders, and heavy-duty equipment necessary to mitigate a fire. Notification procedure shall be maintained operational 24 hours a day, seven days a week. Notification may be by pager activation or telephone answering service or other approved means.

(A) Section 1908.1.9 Incoming Waste Diversion Plan. The operator shall develop a diversion plan for incoming green waste for implementation in the event of equipment failure or other inability to process and distribute green waste. The plan shall prevent stockpiling of waste on the site and unauthorized depositing of waste on or near the site. The operator shall initiate the diversion based on criteria in the Operational and Emergency Plan without further direction from the fire department.

(A) Section 1908.1.10 Unprocessable or Non-Green Waste Material. All green waste that cannot be processed on-site, such as stumps and fibrous plants, shall be immediately removed from the feedstock, stored in roll-off containers or bins and be removed from the facility on a weekly basis. All plastic bags shall be removed prior to shredding material.

(A) Section 1908.1.11 Fire Access Roadway. A fire access roadway shall be provided to the site and on-site as approved by the Fire code official. It shall have a minimum width based upon site material handling equipment and an approved driving surface as approved by the Fire code official. In no case shall the fire access roadway be less than 20 feet wide.

(A) Section 1908.1.12 Storage Site Storage: Sites shall be reasonably level and be solid ground or other approved all-weather surface.

(A) Section 1908.1.13 Combustible Vegetation Control: The operator shall clear any combustible material, weeds, brush, trees or other vegetation (including mulch) that is, or could become, dry and could be capable of transmitting fire, from within fifty (50) feet of raw green waste and mulch piles. Clearance shall be to bare earth or approved pavement. Individual growing trees within that distance may remain with approval of the Fire code official.

(A) Section 1908.1.14 Pile Separation: Piles shall be separated from adjacent piles and property lines by fire department access roadways.

(A) Section 1908.1.15 Sizes of Piles: Pile height, width, and length shall be limited to criteria approved by the Fire code official, based in part on the site material handling

equipment. In no case shall the piles exceed 12 feet in height, 100 feet in width and 200 feet in length.

- (A) **Section 1908.1.16 Static Pile Protection:** Interior pile temperatures shall be monitored and recorded on a regular basis per the Operational Plan. Internal pile temperatures must be taken at 2/3 the pile height, 12 to 24 inches from the surface with a probe-type thermometer. Readings shall be made at not greater than 50-foot intervals along the length of the pile.

Temperatures above 158 degrees F are known to adversely affect microbial decomposition and are considered excessive. Infrared thermometers may be used to monitor for hot spots at the surface, but are not a substitute for internal probe measurement and documentation.

Once windrows exceed 170 degrees F, the windrows must be reduced in size, be rotated, and be monitored daily until temperatures drop below 158 degrees F. All green waste stockpiles shall be re-mixed as necessary to alleviate any fire due to spontaneous combustion or temperatures above 170 degrees.

Windrows shall be visually inspected on a regular basis. Once fires have been detected in any windrows at a site, this visual inspection shall be a minimum daily requirement. Daily inspections shall continue until the threads of fire no longer exist, and the Fire code official approves suspension.

All temperature and pile-handling records shall be kept on file at the site and be made available for inspection by fire department personnel. Data shall include date, time, temperature, specific location, and person conducting measurement.

Section 1908.11 Firefighting Water Supplies and Storage

- (A) **Section 1908.11.1 Public Water Supply:** the operator shall provide and maintain approved fire hydrants and waterline mains as required by the Fire code official. Water lines may be approved aboveground lines supplied from a reliable water supply with adequate protection against impact and fire flow reaction. Hydrant spacing shall be at 400-foot intervals along primary fire access roadways. Fire flow at the hydrant(s) shall be least 1000 gallons per minute at 20 psi. Duration of the required fire flow shall be as determined by the Fire code official.
- (A) **Section 1908.11.2 Private Water Supply:** above-groundwater storage tanks may be installed when authorized by the Fire code official where public water supply is not adequate to meet fire flow requirements. Volume and duration of the required fire flow shall be as determined by the Fire code official.

- (A) **Section 1908.11.3 Material Handling Equipment:** equipment used on all piles should be of a type that minimizes compaction. All vehicles operating on or around the piles shall have a Class A fire extinguisher of a minimum 2-A rating, in addition to the Class B rating appropriate for the vehicles. Approved material-handling equipment shall be available during fire fighting operations for moving wood chips, hogged material, compost, and raw product produced from yard waste and wood fines.
- (A) **Section 1908.11.4 Site Equipment Maintenance – General Safety Rules:** welding or cutting torch operations shall be conducted a minimum of 30 feet from combustible materials. A fire watch shall be provided to detect fire, and to operate fire-extinguishing equipment throughout the welding or cutting operation and thirty-minutes (30) thereafter. Refueling and on-site maintenance shall meet California Fire Code Chapter 22 & 34 - Flammable and Combustible Liquids, and all other applicable fire code requirements.
- (A) **Section 1908.11.5 Site Security:** pile storage areas shall be surrounded with approved fencing. Fences shall be a minimum of 6 feet in height.
- (A) **Section 1908.11.6 Smoking and Open Burning Prohibited:** The operator shall prohibit smoking and open flame on the operational site, including smoking within vehicles. Approved signs shall be clearly and prominently posted, and shall be enforced by the site operators. No open burning will be allowed on site.

Chapter 22 Motor Fuel – Dispensing Facilities and Repair Garages Section 2205, 2206, and 2210 is hereby added (A), revised (R) or deleted (D) to the Building/Fire Code portion of the California Building Standards Code to read as follows:

- (R) **Section 2201.1 Scope.** Automotive motor-fuel dispensing facilities, marine motor fuel-dispensing facilities, fleet vehicle motor fuel-dispensing facilities and repair garages shall be in accordance with this chapter and the California Building Code, California Plumbing Code and the California Mechanical Code. These operations shall include both operations that are accessible to the public and private operations. Whenever this chapter imposes a requirement that applies to Class IIIA liquids that same requirement shall also apply to Class III liquids.

Chapter 34 Flammable and Combustible Liquids - Section 3405.2.4 is hereby added (A), revised (R) or deleted (D) to the Building/Fire Code portion of the California Building Standards Code to read as follows:

- (D) Section 3405.2.4 Class I, II and III Liquids Exception: 4 is deleted.
- (R) **Section 3406.2.5.2.1 Limitations on Tanks for Gravity Discharge:** Gravity dispensing of Class I or II liquids or Class III liquids that are heated up to or above their flash

points is prohibited. Dispensing devices for flammable and combustible liquids shall be of an approved type. Approved pumps taking suction from the top of the tank shall be used. Flammable or combustible liquids shall not be dispensed by a device that operates through pressure within a storage tank. Air or oxygen shall not be used to pressurize an aboveground tank.

(R) Section 3406.2.8.2. Tank Vehicle As A Substitute For Permanent Tank Prohibited:

The use of a tank vehicle in a stationary manner as a substitute for an approved above-ground or below-ground fuel tank is prohibited.

Chapter 38 Liquefied Petroleum Gases - Section 3807.5 is hereby added (A), revised (R) or deleted (D) to the Building/Fire Code portion of the California Building Standards Code to read as follows:

- (A) **Section 3807.5 Securing Tanks to Ground (LPG)** – Tanks shall be secured to prevent the tank from rolling or moving when required by the FAHJ.

Chapter 49 Requirements for the Wildland-Urban Interface Areas is hereby added (A) or Revised (R) or deleted (D) to the Building/Fire Code portion of the California Buildings Standards Code to read as follows:

Chapter 49 Definitions - Section 4902.1 is hereby added (A), revised (R) or deleted (D) to the Building/Fire Code portion of the California Building Standards Code to read as follows:

- (A) Building Official means the Director of the Department of Planning and Land Use or any person appointed or hired by the Director to administer or enforce the County's planning and construction standards. The building official duties shall include plan checking, inspections and code enforcement.
- (A) Combustible Vegetation means material that in its natural state will readily ignite, burn and transmit fire from native or landscape plants to any structure or other vegetation. Combustible vegetation includes dry grass, brush, weeds, litter or other flammable vegetation that creates a fire hazard.
- (A) Defensible Space is an area either natural or man-made, where material capable of allowing a fire to spread unchecked has been treated, cleared or modified to slow the rate and intensity of an advancing wildfire and to create an area for fire suppression operations to occur.
- (A) Fire Protection Plan (FPP) is a document prepared for a specific project or development proposed for the wildland-urban interface fire area that describes ways to minimize and mitigate potential loss from wildfire exposure, with the purpose of reducing impact on the community's fire protection delivery system.

- (R) Fire Hazard Severity Zones are geographical areas designated pursuant to California Public Resources Code sections 4201 through 4204 and classified as Very High, High and Moderate in State Responsibility Areas or as Local Agency Very High Fire Hazard Severity Zones designated pursuant to California Government Code sections 51175 through 51189.

The California Code of Regulations, Section 1280 entitles maps of these geographical areas as "Maps of the Fire Hazard Severity Zones in the State Responsibility Area of California."

- (A) Fuel Break is an area, strategically located for fighting anticipated fires, where the native vegetation has been permanently modified or replaced so that fires burning into it can be more easily controlled. Fuel breaks divide fire-prone areas into smaller areas for easier fire control and to provide access for fire fighting.
- (A) Local Agency Very High Fire Hazard Severity Zone means an area designated by a local agency upon the recommendation of the Cal Fire Director pursuant to Government Code sections 51177(c), 51178 and 51189 that is not a State Responsibility Area and where a local agency, city, county, city and county, or district is responsible for fire protection.
- (A) Open Space Easement means any right or interest in perpetuity or for a term for years in open-space land, as that term is defined in Government Code sections 51065(a), acquired by the County, a city or a nonprofit organization where the instrument granting the right or interest imposes restriction on use of the land, to preserve the land for public use or enjoyment of the natural or scenic character of the land.
- (A) Open Space Preserve means open-space land, as that term is defined in Government Code section 65560(b), for the preservation of natural resources, managed production of resources, outdoor recreation, public health and safety, buffer for a military installation or the protection of cultural resources.
- (A) Slope is the variation of terrain from the horizontal; the number of feet, rise or fall per 100 feet, measured horizontally, expressed as a percentage.
- (A) State Responsibility Area means lands that are classified by the Board of Forestry pursuant to Public Resources Code section 4125 where the financial responsibility of preventing and suppressing forest fires is primarily the responsibility of the State.
- (A) Tree Crown means the primary and secondary branches growing out from the main stem, together with twigs and foliage.
- (A) Wildfire is any uncontrolled fire spreading through vegetative fuels that threaten to destroy life, property, or resources as defined in Public Resources Code sections 4103 and 4104.

- (A) Wildfire Exposure is one or a combination of radiant heat, convective heat, direct flame contact and burning embers being projected by vegetation fire to a structure and its immediate environment.
- (A) Wildland-Urban Interface Fire Area is a geographical area identified by the state as a "Fire Hazard Severity Zone" in accordance with the Public Resources Code sections 4201 through 4204 and Government Code sections 51175 through 51189, or other areas designated by the enforcing agency to be at a significant risk from wildfires.

Chapter 49 Wildland-Urban Interface Area Designation - Section 4902.2 is hereby added (A), revised (R) or deleted (D) to the Building/Fire Code portion of the California Building Standards Code to read as follows:

- (A) **Section 4902.2 Declaration:** The legislative body shall declare the Wildland Interface Areas within the jurisdiction. The Wildland Urban Interface Areas shall be based on the findings of fact. The Wildland Urban Interface Area boundary shall be any geographic area mapped or otherwise identified by the State or local jurisdiction as a High Hazard, or Very High Fire Severity Zone, or as set forth by the Rancho Santa Fe Fire Protection District. (See Attachment B for map) When the type and condition of vegetation, topography, weather, and structure density, which potentially increases the probability of vegetation conflagration, exists, such area shall be considered a Very High Fire Severity Zone.

Chapter 49 Fire Protection Plan - Section 4903 is hereby added (A), revised (R) or deleted (D) to the Building/Fire Code portion of the California Building Standards Code to read as follows:

- (A) **Section 4903.1 When required:** The Department of Planning and Land Use or the Fire Authority Having Jurisdiction may require an applicant for a parcel map, subdivision map, specific plan or major use permit for any property located in a wildland-urban interface fire area to submit a Fire Protection Plan (FPP) as part of the approval process.
- (A) **Section 4903.2 Content:** The FPP shall consider location, topography, geology, aspect, combustible vegetation (fuel types), climatic conditions and fire history. The plan shall address the following in terms of compliance with applicable codes and regulations including but not limited to: water supply, vehicular and emergency apparatus access, travel time to nearest serving fire station, structural ignitability, structure set back, ignition-resistive building features, fire protection systems and equipment, impacts to existing emergency services, defensible space and vegetation management.

The FPP shall be prepared as prescribed in the County of San Diego Land Use and Environment Group “Guidelines for Determining Significance and Report Format and Content Requirements for Wildland Fire and Fire Protection” document.

Chapter 49 Wildfire Protection Building Construction - Section 4905.4 is hereby added (A), revised (R) or deleted (D) to the Building/Fire Code portion of the California Building Standards Code to read as follows:

(A) Section 4905.4 Wildland Urban Interface Special Building Construction Regulations are located in the 2010 California Building Code and amendments for the County of San Diego for the following construction features:

1. Standards of Quality
 - a) SFM Standard 12-7A-1 Exterior Wall Siding and Sheathing
 - b) SFM Standard 12-7A-2 Exterior Windows
 - c) SFM Standard 12-7A-3 Horizontal Projections
 - d) SFM Standard 12-7A-4 Decking
 - e) SFM Standard 12-7A-5 Ignition-resistant Materials
2. Roofing Covering & Valleys - Class “A” Very High Fire Hazard Areas
 - a) Roof gutters –Prevent debris accumulation
 - b) Replacement – more than 50% or more 2,500 square feet roof area
3. Skylights – One pane tempered Glass
4. Attic Ventilations – prevent intrusion of flame and embers into the attic
5. Eave or cornice vents –not allowed in exterior overhang areas
 - a) Eave protection –shall be protected by ignition resistant materials
6. Exterior Walls- shall be noncombustible, ignition-resistant materials
 - a) Exterior wall covering – shall extend from the top the foundation and terminate at roof
 - b) Repair/Replacement of exterior wall –less than 30 feet from property line
 - c) Exterior wall Vents - prevent intrusion of flame and embers into the structure
7. Exterior glazing and window walls –one pane tempered on dual pane windows
8. Exterior door assemblies –approved noncombustible construction or 20 minute rated
9. Decking and other appendages – structural supports and framing members shall be non-combustible
 - a) Decking surface – non-combustible, fire treated wood, one-hour fire-resistant
 - b) Testing of alternative decking materials

- c) Deck remodel or repair -50% or 1,000 square feet
- 10. Under-floor and appendages and floor projections – maintain same ignition-resistant integrity of exterior walls.
 - a) Unenclosed under-floor protection – under-floor areas enclosed to the grade
- 11. Insulation – Paper-faced insulation prohibited in attics or ventilated spaces
- 12. Fences and other structures less than five from a building – non-combustible

Chapter 49 Defensible Space - Section 4907 is hereby added (A), revised (R) or deleted (D) to the Building/Fire Code portion of the California Building Standards Code to read as follows:

(A) Section 4907.2 Structure Setbacks From Property Lines: The building official shall establish the minimum setbacks for locating a structure on a lot in a wildland-urban interface fire area. The setbacks may be greater than the minimum setbacks provided in the County Zoning Ordinance, when necessary to protect a structure from an unreasonable hazard from a wildfire.

(A) Section 4907.2.1 Structure Set Back from Top of Slope: a single story structure shall be setback a minimum 15 feet (4,572 mm) horizontally from top of slope to the farthest projection from a roof. A single story structure shall be less than 12 feet above grade. A two- story structure shall be setback a minimum of 30 feet (9,144 mm) measured horizontally from top of slope to the farthest projection from a roof. Structures greater than two stories may require greater setback, which is based upon a 2-to1 slope.

(A) Section 4907.2.2 General Fire Setbacks: Buildings and structures shall be setback a minimum of 30 feet from property lines and open space easements unless the County Zoning Ordinance requires a greater minimum. When the property line abuts a roadway the setback shall be measured from the centerline of the roadway.

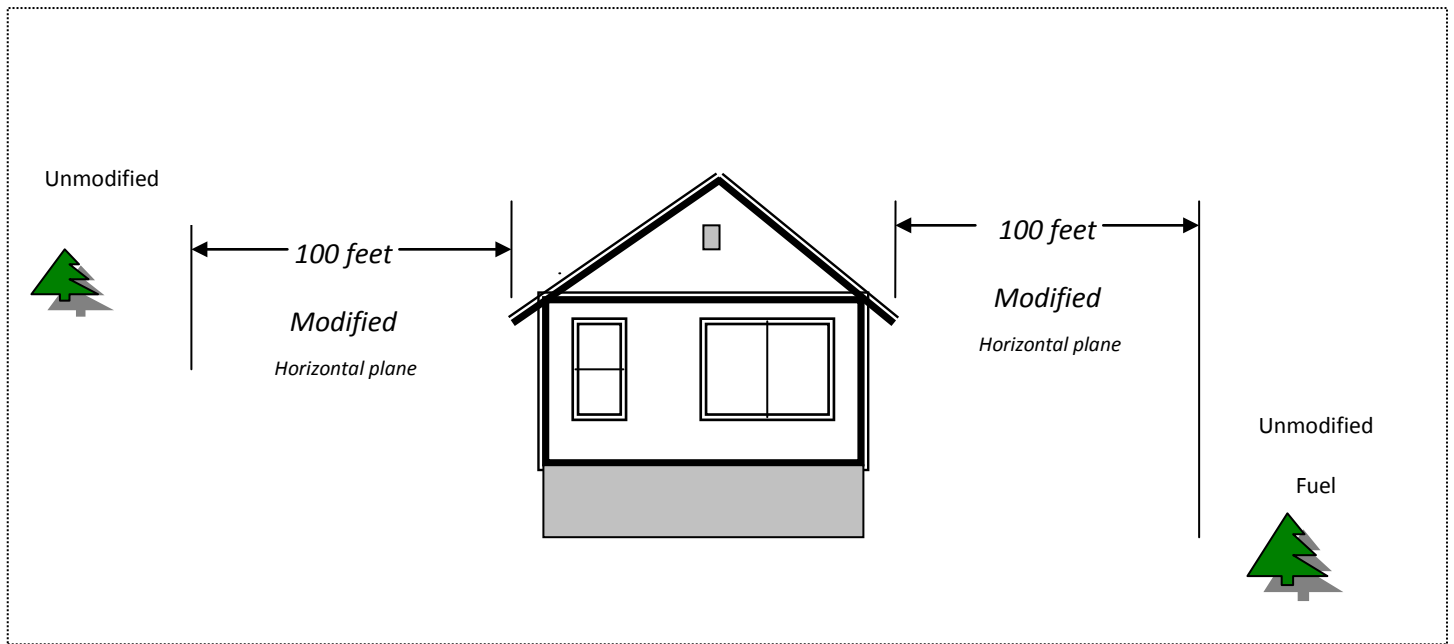
Exception: When both the building official and the FAHJ determine that the hazard from a wildland fire is not significant or when the terrain, parcel size or other constraints on the parcel make the required setback infeasible, the building official may allow the setback to be less than 30 feet from the property line when allowed by the Zoning Ordinance.

(A) Section 4907.2.3 Fire Setbacks Adjacent Protected Areas: Buildings and structures shall be setback a minimum of 100 feet from any property line adjacent a national forest, state park, open space preserve or other protected biological resources. This setback may be reduced when additional mitigation measures are employed that are satisfactory to both the FAHJ and the building official.

(A) Section 4907.3 Fuel modification: A fuel modification zone shall be required around every building that is designed primarily for human habitation or use or a building designed specifically to house farm animals. Decks, sheds, gazebos, freestanding open-sided shade covers and similar accessory structures less than 250 square feet and 30 feet or more from a dwelling, and fences more than five feet from a dwelling, are not considered structures for the establishment of a fuel modification zone. A fuel modification zone shall comply with the following:

- (a) When a building or structure in a hazardous fire area is located 100 feet or more from the property line the person owning or occupying the building or structure shall maintain a fuel modification zone within 100 feet of the building or structure. The area within 50 feet of a building or structure shall be cleared of vegetation that is not fire resistant and re-planted with fire-resistant plants. In the area between 50 to 100 feet from a building all dead and dying vegetation shall be removed. Native vegetation may remain in this area provided that the vegetation is modified so that combustible vegetation does not occupy more than 50% of the square footage of this area. Weeds and annual grasses to be mowed to a height of 4" to 6". Any chipping that is done on site should be spread not to exceed 6" in height. Trees may remain in both areas provided that the horizontal distance between crowns of adjacent trees and crowns of trees and structures is not less than 10 feet. See Figure 4907.2.
- (b) When a building or structure in a hazardous fire area is setback less than 100 feet from the property line, the person owning or occupying the building or structure shall meet the requirements in subsection (a) above, to the extent possible, in the area between the building or structure and the property line.
- (c) The building official and the FAHJ may provide lists of prohibited and recommended plants.
- (d) The fuel modification zone shall be located entirely on the subject property unless approved by the FAHJ. This required fuel modification zone may be reduced as allowed in subsection (b) above or increased as required by a fire protection plan.
- (e) When the subject property contains an area designated to protect biological or other sensitive habitat or resource, no building or other structure requiring a fuel modification zone shall be located so as to extend the fuel modification zone into a protected area.

FIGURE 4907.2 MEASUREMENTS OF FUEL MODIFICATION DISTANCE



Section 4907.3.1 Fuel Modification of Combustible Vegetation From Sides Of Roadways. The FAHJ may require a property owner to modify combustible vegetation in the area within 20 feet from each side of the driveway or a public or private road adjacent to their property to establish a fuel modification zone. The *FAHJ* has the right to enter private property to insure the fuel modification zone requirements are met.

Exception: The FAJH may reduce the width of the fuel modification zone if it will not impair access

(A) Section 4907.3.2 Community fuel modification: The FAHJ may require a developer, as a condition of issuing a certificate of occupancy, to establish one or more fuel modification zones to protect a new community by reducing the fuel loads adjacent to a community and structures within it. The developer shall assign the land on which any fuel modification zone is established under this section to the association or other common owner group that succeeds the developer as the person responsible for common areas within the community.

(A) Section 4907.3.3 Land Ownership: Once a fuel modification zone has been established under section 4907.2.2 the land on which the zone is located shall be under the control of an association or other common ownership established in perpetuity, for the benefit of the community to be protected.

(A) Sections 4907.3.4 Community Fuel Modification: Fuel modification zones to protect new communities shall be provided when required by the fire code official in accordance with Section 603 to reduce the fuel loads adjacent to communities and structures within them.

(A) Sections 4907.3.5 Land Ownership Fuel modification zone land used to protect a community shall be under the control of an association or other common ownership established in perpetuity, for the benefit of the community to be protected.

(A) Sections 4907.3.6 Plans shall be approved prior to fuel modification work. Plans shall be placed on a grading site plan shown in plan view. An elevation plan shall also be provided to indicate the length of the fuel modification zone on the slope. Plans shall include but not limited to: (1) plan showing existing vegetation (2) photographs showing natural condition prior to work being performed, (3) grading plans showing location of proposed structures and set back from top of slope to all structures.

(A) Section 4907.4 Maintenance of defensible space: Any person owning, leasing, controlling, operating or maintaining a building or structure required to establish a fuel modification zone pursuant to section 4907.2 shall maintain the defensible space. The FAHJ may enter the property to determine if the person responsible is complying with this section. The FAHJ may issue an order to the person responsible for maintaining the defensible space directing the person to modify or remove non-fire resistant vegetation from defensible space areas, remove leaves, needles and other dead vegetative material from the roof of a building or structure, maintain trees as required by section 4907.3.1 or to take other action the FAHJ determines is necessary to comply with the intent of sections 4903 et seq.

(A) Section 4907.4.1 Modified Area: Non-fire-resistive vegetation or growth shall be kept clear of buildings or structures, in accordance with Section 4907.2, in such a manner as to provide a clear area for fire suppression operations.

(A) Section 4907.4.2 Responsibility: Persons owning, leasing, controlling, operating or maintaining buildings or structures are responsible for maintenance of defensible spaces. Maintenance of the defensible space shall be annually or as determined by the FAHJ and may include but not limited to the modification or removal of non-fire resistive vegetation and keeping leaves, needles and other dead vegetative material regularly removed from roofs of buildings and structures.

(A) Section 4907.4.3. Trees: Crowns of trees located within defensible space shall maintain a minimum horizontal clearance of 10 feet for fire resistant trees and 30 feet for non-fire resistive trees. Mature trees shall be pruned to remove limbs 1/3 the height or 6 feet, whichever is less, above the ground surface adjacent to the trees. Dead wood and litter shall be regularly removed from trees. Ornamental trees shall be limited to groupings of 2-3 trees with canopies for each grouping separated horizontally as described in Table 4907.3.1.

TABLE 4907.3.1

DISTANCE BETWEEN TREE CANOPIES

Percent of Slope	Required Distances Between Edge of Mature Tree Canopies (1)
0 to 20	10 feet
21 to 40	20 feet
41 plus	30 feet

1. Determined from canopy dimensions as described in Sunset Western Garden Book (Current Edition)

(A) Section 4907.5 Landscape Requirements: Objective Provisions of this section are intended to modify fuel load in areas adjacent to structures to create defensible space.

(A) Section 4907.5.1 Landscape Submittals: Landscape Plans are required for all residential custom homes, production tract homes, multi-family residential, and commercial buildings. Landscape plans shall be submitted and approved by the Fire District prior to the framing inspection. Landscape plan submittals shall include, at a minimum, a readable scale, the delineation of 100-foot fuel modification zone, the existing vegetation, and all irrigated areas, a plant legend with both botanical and common names and identify all plant material symbols.

(A) Section 4907.5.2 Landscaping Requirements: all plant materials used shall be approved by the Fire District for plant palette. Landscape plans shall be in accordance with the following criteria.

1. (A) All non-fire resistive trees, including conifers, palms, pepper trees, and eucalyptus, species, shall be planted and maintained so that the tree's drip line at maturity is a minimum 30 feet from any combustible structure. All fire resistive tree species shall be planted and maintained at a minimum of 10 feet from the tree's drip line to any combustible structure.
 2. (A) For streetscape plantings, all non-fire resistive trees shall be planted so that the center of the tree trunk is 10 feet from edge of curb. Fire resistive trees can be planted 10 feet from edge of curb to center of tree trunk. Care should be given to the tree's form selected so that the tree canopy will not encroach into the roadway, nor produce a closed canopy effect.
 3. (A) Limit planting of large unbroken masses especially trees and large shrubs. Groups should be two to three trees maximum, with mature foliage of any group separated horizontally by at least 10 feet, if planted on less than 20 percent slope, and 20 feet, if planted on greater than 20 percent slope.
 4. (A) If shrubs are located underneath a tree's drip line, the lowest branch should be at least three times as high as the understory shrubs or 10 feet, whichever is greater.
 5. (A) Existing trees can be pruned 10 feet away from roof, eave, or exterior siding, depending on the tree's physical or flammable characteristics and the building construction features.
 6. (A) All tree branches and palm fronds shall be removed within 10 feet of a fireplace chimney or outdoor barbecue.
- (A) **Section 4907.5.3 Orchards, Groves or Vineyards:** all orchards, groves, and vineyards shall be kept in a healthy state and maintained as described below. A 10-foot firebreak shall be cleared between the perimeter, orchard trees or row of grape vines and native vegetation or ornamental landscaping. Orchards shall be kept cleaned of dead and or downed trees. Orchards and vineyards shall be free of combustible debris, dead branches and dead foliage. All dead grasses between rows of trees or vines shall be mowed or disked to bare soil.
- (A) **Section 4907.5.4 Eucalyptus Forests and Oak Woodlands:** all forests and woodlands shall be kept in a healthy state and maintained as described below. The forest or woodlands shall be free of all dead, dying, or diseased trees (excluding tree stumps no higher than six inches above the ground). Dead, dying, or diseased trees shall include insect infested trees, no longer living, in the last stages of growth or infected by a pathogen of any type. If combustible vegetation is located underneath a tree's drip line, the lowest branch shall be at least three times as high as the understory brush or grasses, or ten feet, whichever is greater. This will reduce the build-up of "ladder" fuels. Firewood shall be neatly stacked and shall have a

minimum of 30 feet of clearance (no vegetation) around the entire firewood storage area. Debris and trimmings produced by the removal process shall be removed from the site, or if left, shall be converted into mulch by a chipping machine and evenly dispersed to maximum depth of six inches.

(A) **Section 4907.5.5 Landscape Installation:** all landscaping shall be installed prior to the final inspection for issuance of certificate of occupancy.

Chapter 49 Construction methods for exterior wildfire exposure - Section 4910 is hereby added (A), revised (R) or deleted (D) to the Building/Fire Code portion of the California Building Standards Code to read as follows:

(A) **Section 4910.1 Construction Methods For Exterior Wildfire Exposure:** the construction methods for exterior wildfire exposure in a wildland-urban interface fire area shall be as provided in Chapter 7A of the County Building Code or section R327 of the County Residential Code. (See Section 4905.4 for Special regulation regarding the Wildland-Urban-Interface Fire Areas)

Appendix "B" Fire-Flow Requirements for Buildings is hereby added (A), revised (R) or deleted (D) to the Building/Fire Code portion of the California Building Standards Code to read as follows:

(R) **B103.3 Areas Without Water Supply Systems** – For information regarding water supplies for firefighting purposes in rural areas and suburban areas in which adequate and reliable water supplies do not exist, the Fire code official is authorized to utilize provisions in Appendix B of this code or the standard published by the Insurance Services Office document entitled "Guide for Determination of Required Fire Flow."

(D) B106 Reference Standards Delete reference to ICC IWUIC-06 and NFPA 1142-01 to the Fire Code portion of the California Building Standards Code.

Section 3

That the geographic limits referred to in certain sections of the 2010 California Fire Code is hereby established as follows:

Chapter 34 Flammable and Combustible Liquids is hereby added (A), revised (R) or deleted (D) to the Building/Fire Code portion of the California Building Standards Code to read as follows:

(R) Section 3404.2.9.6 .1 Rancho Santa Fe Fire Protection District in which the storage of Class I and Class II liquids in above-ground tanks outside of buildings is prohibited): The limits referred to in Section 3404.2.9. 6.1 And 3406.2.4.4 of the 2010 California Fire Code and the 2009 International Fire Code in which storage of flammable or combustible liquids in outside aboveground tanks is prohibited are hereby established as the jurisdictional limits of the Rancho Santa Fe Fire Protection District.

EXCEPTIONS:

2000 gallons maximum temporary above ground tanks meeting UL 2085 for private use on farms, agricultural and rural property, remote construction sites, earth moving projects, gravel pits or borrow pits. Such tanks shall be specially designed, approved, and listed, and have features incorporated into their design, which mitigates concerns for exposure to heat (two-hour fire resistance), ignition sources, and mechanical damage.

Crankcase draining may be stored in specially constructed above ground storage tanks, approved by the Fire code official, with a maximum capacity of 550 gallons. Such tanks may be located within a building when the Fire code official deems appropriate, and the container meets the following: specially designed, approved, and listed containers, which have features incorporated into their design, which mitigates concerns for exposure to heat, ignition sources, and mechanical damage. Containers must be installed and used in accordance with their listing, and provisions must be made for leak and spill containment. In no case shall such storage be permitted in residential or institutional property.

With the Fire Code official's approval, Class I and II liquids may be stored above ground outside of buildings in specially designed, approved, and listed containers, which have features incorporated into their design, which mitigates concerns for exposure to heat, ignition sources, and mechanical damage. Containers must be installed and used in accordance with their listing, and provisions must be made for leak and spill containment. The Fire code official may disapprove the installation of such containers when in his opinion their use presents a risk to life or property.

4. With the Fire code official's approval, temporary storage of a maximum of 10,000 gallons Class II liquids may be permitted for a period not to exceed ninety days (90) at remote construction sites, earth-moving projects, gravel pits, or borrow pits, consistent with 3404 and 3406.

(R) Section 3406.2.4.4 the geographic limits in which the storage of Class I and Class II liquids in aboveground tanks is prohibited in residential areas within the Rancho Santa Fe Fire Protection District.

Chapter 35 Flammable Cryogenic Fluids is hereby added (A), revised (R) or deleted (D) to the Building/Fire Code portion of the California Building Standards Code to read as follows:

(R) Section 3506.2 The geographic limits in which the storage of flammable cryogenic fluids in stationary containers is prohibited is hereby established for Rancho Santa Fe Fire Protection District except for areas zoned for mixed, general or high impact industrial uses.

(R) Section 3804.2 The geographic limits in which the bulk storage of liquefied petroleum gas is prohibited for the protection of heavily populated and congested areas is hereby established as jurisdiction limits of the Rancho Santa Fe Fire Protection District except for areas zoned by the County of San Diego for mixed, general or high impact industrial uses.

Exception: Bulk tanks with a maximum aggregate capacity of 30,000 gallons water capacity for aboveground storage of underground distribution to residential areas, where such storage and distribution meets Fire Code requirements as determined by the FAHJ.

Section 4 – Repealing

That Ordinance 2008-02, an Ordinance Of The Rancho Santa Fe Fire Protection District, which Adopts The California Fire Code, 2007 Edition, with Certain Amendments, the 2006 International Fire Code, and National Fire Protection Association Standards 13, 2002 Edition, 13-D, 2007 Edition, and 13-R, 2002 Edition and all other ordinances or parts of ordinances in conflict herewith are hereby repealed.

That Ordinance 2008-01, an Ordinance of the Rancho Santa Fe Fire Protection District, which Adopts the International Wildland–Urban Interface Code, 2006 Edition with certain Amendments has been included into the 2010 California Fire Code Chapter 49, Requirements for Wildland-Urban Interface Areas with certain Amendments and all other ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 5 – Validity Unconstitutional

That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions

of this ordinance. The Board of Directors hereby declares that it would have passed this ordinance, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional.

Section 6 – Liability

That nothing in this ordinance or in the Fire Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 4 of this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

Section 7 – Published

That the Clerk of the Board of Directors is hereby ordered and directed to cause this ordinance to be published. First read at a regular meeting of the Board of Directors of the Rancho Santa Fe Fire Protection District of the County of San Diego, California, held on the 22th day of September 2010. A second reading occurred at a regular meeting on 13th day of October 2010. A public hearing was held November 10, 2010, and finally adopted and ordered published in the manner required by law at the hearing and meeting on the 10th day of November 2010 by the following roll call vote:

AYES:

NOES: None

ABSENT: None

ABSTAIN: None

Upon passage, the Secretary of the Board shall transmit a copy of this Ordinance to the California Building Standards Commission pursuant to Health and Safety Code section 17958.7.

Section 8 – Effective

That this ordinance and the rules, regulations, provisions, requirements, orders, and matters established and adopted hereby shall take effect and be in full force and effect 30 days from and after the date of its final passage and adoption.

James Ashcraft

President

ATTEST

KARLENA RANNALS

Secretary

ATTACHMENT “A”

FINDINGS

FOR REVISION OF THE RANCHO SANTA FE FIRE PROTECTION DISTRICT AMENDMENTS TO THE 2010 CALIFORNIA FIRE CODE OF THE CALIFORNIA CODE OF REGULATIONS TITLE 24, PART 9

As required by Health and Safety Code section 17958 the Rancho Santa Fe Fire Protection District does herewith make express findings that amendments to the 2010 California Fire Code are necessary for the protection of the public health, safety, and welfare due certain climatic, topographic, or geological features existing in the County of San Diego.

The following matrix lists the Rancho Santa Fe Fire Protection District amendments and the corresponding express findings. Minor editorial changes or typographical corrections to the Fire Code are not shown in these findings. The full texts of the proposed Rancho Santa Fe Fire Protection District amendments are shown in Rancho Santa Fe Fire Protection District Fire Code.

Additional Findings for Chapter 49

Requirements for Wildland-Urban Interface Fire Areas

As required by Health and Safety Code section 17958 the Rancho Santa Fe Board of Directors does herewith make express findings that amendments to the California Building Standards Code are necessary for the protection of the public health, safety and welfare due certain climatic, topographic or geological features existing in the County of San Diego.

Definitions

Climate The average course or condition of the weather at a particular place over a period of many years, as exhibited in absolute extremes, means and frequencies of given departures from these means (i.e., of temperature, wind velocity, precipitation and other weather elements).

Topography The configuration of landmass surface, including its relief (elevation) and the position of its natural and man-made features that affect the ability to cross or transit a terrain.

Geography A science that deals with the earth and its life, especially the description of land, sea, air, and the distribution of plant and animal life including man and his

industries with reference to the mutual relations of these diverse elements. Webster's Third New California Dictionary

Climatic Considerations

There are two types of climates: macro and micro. A macro climate affects an entire region and gives the area a general environmental context. A micro climate is a specific variation that could be related to the other two factors, topography and geography. A micro climate may cover a relatively small area or be able to encompass an entire community, as opposed to another community in the same county.

Climatic consideration should be given to the extremes, means, and anomalies of the following weather elements:

1. Temperatures
2. Relative humidities
3. Precipitation and flooding conditions
4. Wind speed and duration of periods of high velocity
5. Wind direction
6. Fog and other atmospheric conditions.

Topographic Considerations

Topographic considerations should be given to the presence of the following topographical elements:

1. Elevation and ranges of elevation
2. Location of ridges, drainages and escarpments
3. Percent of grade (slope)
4. Location of roads, bridges and railroads
5. Other topographical features, such as aspect exposure

This information becomes an important part of creating an analysis of urban-wildland areas because topography and slope are key elements (along with fuel type) that create the need for specific ignition-resistance requirements in this code.

Geographic Considerations

Geography should be evaluated to determine the relationship between man-made improvements (creating an exposure) and factors such as the following:

1. Fuel types, concentration in a mosaic and distribution of fuel types
2. Earthquake fault zone

3. Hazardous material routes
4. Artificial boundaries created by jurisdictional boundaries
5. Vulnerability of infrastructure to damage by climate and topographical concerns

Fuel types are the final component of the findings that suggest the need for identifying urban-wildland areas in a jurisdiction.

MATRIX OF FINDINGS

2010 California Fire Code Amendments

Chapters or Sections	Page Number	Finding Number(s)
Division II Appendix Chapter 1 Administration		
Section 101.5 Validity	10	All
Section 102.13 Repeal Conflicting Ordinance	10	All
Section 104.12.1 Cost Recovery	10	All
Section 104.12.2 Reimbursement	10	All
Section 105.3.9 Expense Recovery	10	All
Chapter 2 Definitions	13-16	All
Chapter 3 General Precautions Against fire		
Section 307.5 General Precautions Against fire	16	4,5,7,8&9
Section 318 General Storage of Firewood	16	9
Section 319 Mid-Rise Buildings	16-20	1-10
Chapter 5 Fire Service Features- Section 502 Definitions	20	1,2,3,5,6, & 8
Section 503.1 General – Fire Apparatus Access Road	21	5,6,7,8,&9
Section 503.1.1 Buildings and Facilities	21	5,6,7,8,&9
Section 503.1.2 Additional Access	21	5,6,7,8, 9
Section 503.1.2.1 Dead-end roads	21	5,8,&9
Section 503.1.4 High-piled storage	22	4
Section 503.2 Specifications for apparatus roads	22	1,5,6,7,8,9
Section 503.2.1 Dimensions	22	1,5,6,8,&10
Section 503.2.1.1 Road Phasing Policy	22	1,5,6,7,8,&9

Chapters or Sections	Page Number	Finding Number(s)
Section 503.2.2 Authority to increase minimums	23	5,6,7,8,&9
Section 503.2.3 Surface	23	5,6,7,8,&9
Section 503.2.4 Turning Radius	23	5,8, & 9
Section 503.2.5 Dead Ends	24	5,8, & 9
Section 503.2.6 Bridges and elevated surfaces	24	5,6,7,8, &9
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Section 503.3. Marking of Fire Apparatus Access Roads	24	2,5,8, & 9
Section 503.3.1 Fire lane designation	25	5,6,7,8,&9
Section 503.4 Obstruction of fire apparatus access roads	25	5,6,7,8,&9
Section 503.4.1 Roadway Design Features	25	1,5,6,7,8,&10
Section 503.5 Required gates or barricades	25	5,6,7,8,&9
Section 503.5.1 Secured gates and barricades	25	5,6,7,8,&9
Section 503.5.2 School fences and gates	25	5,6,7,8,&9
Section 503.6. Security Gates	26	6,7,&8
Section 505.1 Address Numbers	26	7
Section 505.3 Easement Address Signs	27	7
Section 505.4 Map Directories	27	3,5,7,&9
Section 505.5 Response Map Updates	27	All
Section 506.1 Key Boxes	27	All

Chapters or Sections	Page Number	Finding Number(s)
Section 506.2.1 Emergency Key Access	27	All
Section 508 Water Storage Tanks	28	4,5
Section 507.3 Fire Flow requirements	29	1,3,4,5,9,10
Section 5078.5.1 Required Installation	29	All
Section 5078.5.1.1 Water Supplies and Fire Hydrants	30	All
Section 5075.1.1.2 Multi- Family Fire Hydrant Spacing	30	All
Section 507.5.1.1.3 Type of Fire Hydrants	30	All
Section 507.5.1.2 Water Line Extensions	31	4,5,9
Chapter 6 Building Services and Systems		
Section 603.8.1 Residential Incinerators	31	All
Chapter 9 Fire Protection Systems		4,8,&9
Section 902.1 Life Safety Sprinkler System	31	4,5,
Section 903.2 Where Required	31	All
Section 903.2.1 Additions	31	All
Section 903.2.1.2 Remodels or Reconstruction	32	All
Section 903.4 Sprinkler system monitoring and alarms	32	4
Section 907.2.11.4 Power Sources (Smoke Detectors)	33	9
Section 907.2.11.5 Additions, Alterations (Smoke Detectors)	33	9
Chapter 14 Fire Safety During Construction and Demolition	33	
Section 1418.1 Fuel Modification or Vegetation Modification	33	4,5,7,8, & 9

Chapters or Sections	Page Number	Finding Number(s)
Chapter 19 Lumber Yards and Woodworking Facilities	33	
Section 1908 – Storage/processing of wood chips, compost, raw product of yard waste, etc.	33-38	All
Chapter 22 Motor Fuel – Dispensing Facilities and Repair Garages	38	
Sections 2205,2206,2210 Class IIIA to Class III	38	All
Chapter 34 Flammable Combustible Liquids	38	
Section 3405.2.4 Class I, II and III Liquids	38	All
Section 3406.2.2.2.1 Limitations on tanks for gravity feed	38	3,5,6,7,&8
Section 3406.2.8.2 Tank vehicle as a substitute	38	2,3
Chapter 38 Liquefied Petroleum Gases		
Section 3807.5 Securing Tanks to the Ground (LPG)	38	All
Section 4902.1 Definitions	39	All
Section 4902.2 Declaration of VHSZ	40	12,13
Section 4903 Fire Protection Plan	41	12,13
Section 4905.4-A 1-12 Wildfire Protection Building Construction	41	Reference to CBC
Section 4907 Defensible Space	42	All
Section 4907.2 Structure setback from property line	42	All
Section 4907.2.1 Structure setback from top of slope	43	All
Section 4907.2.2 General fire setbacks	43	All
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Chapters or Sections	Page Number	Finding Number(s)
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Section 4907.3.2 Community fuel modification	45	All
Section 4907.3.3 Land ownership	45	All
Section 4907.3.4 Community Fuel Modification	46	All
Section 4907.3.5 Plans for fuel modification	46	All
Section 4907.4 Maintenance of defensible space	46	All
Section 4907.4.1 Modified area	46	All
Section 4907.4.2 Responsibility	46	All
Section 4907.4.3 Trees	46	All
Section 4907.5 Landscaping Requirements	47	All
Section 4907.5.1 Landscape submittals	47	All
Section 4907.5.2 Landscaping requirements	47	All
Section 4907.5.3 Orchards, groves or vineyards	48	All
Section 4907.5.4 Eucalyptus forest and oak woodlands	48	All
Section 4907.5.5 Landscape Installation	49	All
Section 4910.1 Construction methods for exterior wildfire exposure	49	All
Section 3		
Section 3404.2.9.6.1 Class I & Class II Flammable Liquids	49	All
Section 3406.2.4.4 Class I and Class II Storage in residential	50	
Section 3506.2 Flammable Cryogenic Fluids	51	All
Section 3804.2 LPG Storage Limits	49	All

Chapters or Sections	Page Number	Finding Number(s)
Appendix B Fire-Flow Requirements for Buildings	49	All
Appendix “B” B103.3 Fire –Flow Requirements for Buildings	49	All
Appendix “B” Delete B106.6 Referenced standards	49	Deleted
Delete Appendix “H” Hazardous Materials Management Plans (No Amendments to appendix		Deleted

Findings for the Fire Code

Finding 1

The Rancho Santa Fe Fire Protection District is situated on the slopes of and at the base of the Coastal Mountains, with drainage from the eastern portion of the district, including the San Dieguito River and Escondido Creek, which when flooded, could result in conditions rendering fire departments vehicular traffic access unduly burdensome or impossible.

Further, the flood conditions described above carries the potential for overcoming the ability of the fire department to aid or assist in fire control, evacuations, rescues and the emergency tasks demands inherent in such situations. The potential for the aforementioned flooding conditions to result in limiting fire department emergency vehicular traffic, with resulting overtaxing fire department personnel, may further cause a substantial or total lack of protection against fire for the buildings and structures located within the jurisdiction.

Finding 2

The Rancho Santa Fe Fire Protection District is situated near several known major faults, each capable of generating earthquakes of significant magnitude. These include the Rose Canyon Fault, the Coronado Banks, and the Silver Strand Faults, located generally west of the District and the Elsinore Fault, the Agua Caliente Fault, located east of the District. These faults are subject to becoming active at any time; the Rancho Santa Fe Fire Protection District is particularly vulnerable to devastation should such an earthquake occur.

The potential effects of earthquake activity include isolating the Rancho Santa Fe Fire Protection District from the surrounding area and restricting or eliminating internal circulation due to the potential for collapsing of highway overpasses and underpasses, along with other bridges in the district, or an earth slide, and the potential for vertical movement rendering surface travel unduly burdensome or impossible.

Finding 3

San Diego County Highway S6 bisects the Rancho Santa Fe Fire Protection District. Transportation vehicles carrying known toxic, flammable, explosive, and hazardous materials heavily travel this highway.

The potential for release or threatened release of a hazardous material along this route and others within the district is likely given the volume transported daily. Incidents of this nature will normally require all available emergency response personnel to prevent injury and loss of life and to prevent, as far as practicable, property loss. Emergency personnel responding to such aforementioned incidents may be unduly impeded and delayed in accomplishing an emergency response as a result of this situation. With the potential result of undue and

unnecessary risk to the protection of life and public safety and, in particular, endangering residents and occupants in buildings or structures without the protection of automatic fire sprinklers.

Finding 4

The Rancho Santa Fe Fire Protection District and Southern California are semi-arid regions and experience water shortages from time to time. Those shortages can have a severely adverse effect on water availability for fire fighting. Fires starting in sprinkled buildings are typically controlled by one or two sprinkler heads, flowing as little as 13 gallons per minute.

Hose streams used by engine companies on well-established structure fires operate at about 250 gallons per minute each, and the estimated water need for a typical residential fire is 1,250 to 1,500 gallons per minute, according to the Insurance Service Office and the California Fire Code.

Under circumstances such as, lack of water infrastructure, earthquakes, multiple fires and wildland fires within a community, the limited water demands needs of residential fire sprinklers would control and extinguish many fires before they spread from building to wildland. In such a disaster, water demands needed for conflagration firefighting probably would not be available.

Finding 5

The topography of the Rancho Santa Fe Fire Protection District presents problems in delivery of emergency services, including fire protection. Hilly terrain has narrowed, winding roads with little circulation, much of these hills are covered with natural vegetation preventing rapid access and orderly evacuation. Much of these hills are covered with highly non-fire-resistive natural vegetation. In addition to access and evacuation problems, the terrain makes delivery of water extremely difficult. Some hill areas are served by water pump systems subject to failure in fire, high winds, earthquake, and other power failure situations. This would only allow domestic gravity feed water from tanks and not enough water for fire fighting.

Finding 6

Due to the topography in much of the Rancho Santa Fe Fire Protection District, it is very important that roadways be named and identified in order to facilitate emergency response.

Finding 7

Due to the topography in much of the Rancho Santa Fe Fire Protection District, steep, narrow and winding roads and areas of heavy brush are common. These features make it difficult for emergency response personnel to easily, and quickly find the location of the site that requires assistance. It is therefore essential that street numbers and signs be easily readable to ensure the quickest response times for a given location.

Finding 8

Due to the topography in much of the Rancho Santa Fe Fire Protection District, roadway condition, gates, angle of approach or departure, steeply sloping roadways and grades are common. In addition, combining potentially severe rainstorms and ground water retention of many areas of the District where there is expansive soil. This produces a condition wherein the moisture content of the soil is sufficient that roadways become damaged due to soil expansion and shrinkage. All weather, paved surfaces capable of supporting the imposed loads of fire apparatus are necessary to ensure access of emergency response personnel. These roadways, gates, approach angles, steep slopes, and grades can also make it difficult for fire apparatus and other emergency vehicles to access a site. It is therefore essential that these roadway accesses be provided with proper all weather, paved surfaces, angle of approach, grades and gate access.

Finding 9

Areas in the Rancho Santa Fe Fire Protection District can have special fire prevention needs not fully covered by the provisions of the Fire Code itself. This is due to the unique topographic features, demographics, infrastructure, and local economics of the Fire District

Finding 10

Due to the steeply sloping topography in the Rancho Santa Fe Fire Protection District, the potential exists that new and future development will result in taller buildings on smaller parcels. Defining mid-rise buildings as four stories or more in height and less than from 75 feet in height modifies the application of special provisions for these buildings to all occupancies. Because of the need to mitigate the potential danger of mid-rise buildings this change is necessary. In addition, the limitations of available fire-fighting equipment, limited availability of human resources in local fire departments, and the necessity to climb vertically up flights of stairs greatly impacting the response time to reach an incident scene, it necessary to define the height of mid-rise buildings. The reduced height and built in protection will mitigate extended fire department response time and keep incidents manageable.

Finding 11

The topography of the Rancho Santa Fe Fire Protection District presents problems in delivery of emergency services, including fire protection. Hilly terrain has narrow, winding roads with little circulation, preventing rapid access and orderly evacuation. Much of these hills are covered with highly non-fire resistive natural vegetation. In addition to access and evacuation problems, the terrain makes delivery of water extremely difficult. Some hill areas are served by water tank and pump systems are subject to failure in fire, high winds, earthquake and other power failure situations.

The aforementioned problems are set forth in the 2010 California Building Code and amendments.

Finding 12

The seasonal climatic conditions during the late summer and fall create numerous serious difficulties regarding the control of and protection against fires in the Rancho Santa Fe Fire Protection District. The hot, dry weather typical of this area in summer and fall, coupled with Santa Anna winds and low humidity frequently results in wildfires that threaten or could threaten the Rancho Santa Fe Fire Protection District.

Although some code requirements, such as fire-resistive roof classification, have a direct bearing on building survival in a wildland fire situation, others, such as residential fire sprinklers, may also have a positive effect. In dry climate on low humidity days, many materials are much more easily ignited. More fires are likely to occur and any fire, once started, can expand extremely rapidly. Residential fire sprinklers can arrest a fire starting within a structure before the fire is able to spread to adjacent brush and structures.

A seasonal wind also have the potential for interfering with emergency vehicle access, delaying or making impossible fire responses, because of toppling of extensive plantings of dense chaparral, eucalyptus and confers trees. The trees are subject to uprooting in strong winds due to relatively small root bases compared to the tree itself. The aforementioned problems support the imposition of fire-protection requirements greater than those set forth in the Building Code or Fire Code.

ATTACHMENT "B"

