



PUBLIC MEETING OF THE DEER SPRINGS FIRE PROTECTION DISTRICT (DSFPD)

March 9, 2022

Open Session 4:00 p.m.

Meeting Location: DSFPD Station 1, 8709 Circle R Drive, Escondido, CA 92026

Public Participation: In person or telephone Dial-in 760-733-8181 PIN: 650689

All agenda materials and other writings related to agenda items that are distributed to the board are available for public inspection at the District's offices located at 8709 Circle R Drive, Escondido, Ca. 92026.

1. Call to Order, Roll Call

President Sealey
Vice-President Slaughter
Secretary/Treasurer Jackson
Director Gordon
Director Holley

2. Pledge of Allegiance

3. Adoption of Agenda

4. Public Comments Period

Any member of the public may speak on any matter that is not on the agenda. However, under State law, no decisions or actions can be taken and any such matters shall be deferred to the next meeting.

5. Fire Safe Council Report

6. Approval of Minutes

a. Regular Meeting February 9, 2022

Members of the public may submit written comments. Comments will be entered into the minutes of the meeting. In lieu of in-person attendance, members of the public are strongly encouraged to submit their comments on agenda and non-agenda items via e-mail at liz@dsfd.sdcoxmail.com. All comments submitted are sent to the members of the Board for their consideration. Written comments will be accepted until 30 minutes before the start of the meeting. Public comments that are submitted will be read into the record at the Board Meeting. The public retains the right to make comments during the course of the meeting.

7. Acceptance of February Finance Reports-General, Capital and Mitigation Funds

8. Chief's Report

- a. Fire Prevention Report

9. Committee Reports

- a. North Zone Joint Benefit-Directors Jackson and Holley
- b. Station 2 Improvement-Directors Holley, Slaughter and Chief Johnson
- c. Fire Prevention Services – Directors Sealey and Slaughter
- d. FY2022/2023 Budget-Directors Jackson and Gordon

10. Unfinished Business

11. New Business

- a. Standby/Availability Fee, Resolution 22-04, 1st reading, final hearing in April. To continue the Standby Fee at \$17.77 per benefit unit or to increase by CPI to a maximum of \$18.90
- b. Fire Suppression Assessment Resolution, 22-05, 1st reading, final hearing in April. To continue the Fire Suppression Fee at \$0.2332, or to increase by CPI to a maximum of \$0.2490
- c. Policy and Procedure Manual Review
- d. Approve Government Code §54953 COVID-19 Pandemic State of Emergency Teleconference Modification Findings pursuant to Resolution 22-01
- e. Approval of Fire Prevention Services Agreement

12. Correspondence

13. Directors Comments

14. Adjournment

In compliance with the Americans with Disabilities Act (US Code Title 42), if you need special assistance to participate in a meeting, please contact the Board Secretary at (760) 749-8001. Notification of 48 hours prior to the meeting will enable the District to make reasonable arrangements to assure accessibility to the meeting.

Deer Springs Fire
General Fund-Profit & Loss Budget vs. Actual
July 2021 through June 2022

	Jul '21 - Jun 22	Budget	\$ Over Budget	% of Budget
Income				
4000 · Property Taxes	328,410.25	503,000.00	-174,589.75	65.3%
4010 · Standby Availability	1,151,568.75	1,806,420.00	-654,851.25	63.7%
4020 · Fire Suppression Assessment	1,865,065.44	2,942,148.00	-1,077,082.56	63.4%
4100 · Interest-General Fund	51,907.58	30,000.00	21,907.58	173.0%
4200 · San Diego County				
4200-01 · Fire Services Fund Agreement	159,977.70	262,500.00	-102,522.30	60.9%
4200-02 · OES Grants	0.00	12,000.00	-12,000.00	0.0%
Total 4200 · San Diego County	159,977.70	274,500.00	-114,522.30	58.3%
4500 · Other grants				
4500-01 · San Diego Fire Foundation	6,400.00	0.00	6,400.00	100.0%
Total 4500 · Other grants	6,400.00	0.00	6,400.00	100.0%
4600 · Incident reimbursement				
4600-01 · First responder supplies	9,305.71	9,500.00	-194.29	98.0%
4600.07 · Various Incidents	101,615.81	40,000.00	61,615.81	254.0%
Total 4600 · Incident reimbursement	110,921.52	49,500.00	61,421.52	224.1%
4650 · Mercy ALS Agreement	32,950.00	35,000.00	-2,050.00	94.1%
4800 · Other	38,262.99	0.00	38,262.99	100.0%
Total Income	3,745,464.23	5,640,568.00	-1,895,103.77	66.4%
Gross Profit	3,745,464.23	5,640,568.00	-1,895,103.77	66.4%
Expense				
5000 · CAL FIRE Agreement	2,505,336.17	5,335,708.00	-2,830,371.83	47.0%
5010 · Chief's discretionary	0.00	5,000.00	-5,000.00	0.0%
5020 · Insurance	0.00	60,000.00	-60,000.00	0.0%
5100 · Utilities - water				
5100.01 · S1	1,918.16	0.00	1,918.16	100.0%
5100.02 · S2	622.41	0.00	622.41	100.0%
5100.03 · S3	2,261.22	0.00	2,261.22	100.0%
5100 · Utilities - water - Other	0.00	9,000.00	-9,000.00	0.0%
Total 5100 · Utilities - water	4,801.79	9,000.00	-4,198.21	53.4%
5105 · Utilities - electricity				
5105.01 · S1	9,529.53	0.00	9,529.53	100.0%
5105.02 · S2	5,749.04	0.00	5,749.04	100.0%
5105.03 · S3	6,480.45	0.00	6,480.45	100.0%
5105 · Utilities - electricity - Other	0.00	30,000.00	-30,000.00	0.0%
Total 5105 · Utilities - electricity	21,759.02	30,000.00	-8,240.98	72.5%
5110 · Utilities - exterminators				
5110.01 · S1	437.70	0.00	437.70	100.0%
5110.02 · S2	297.15	0.00	297.15	100.0%
5110.03 · S3	415.35	0.00	415.35	100.0%
5110 · Utilities - exterminators - Other	0.00	2,400.00	-2,400.00	0.0%
Total 5110 · Utilities - exterminators	1,150.20	2,400.00	-1,249.80	47.9%

Deer Springs Fire
General Fund-Profit & Loss Budget vs. Actual
July 2021 through June 2022

	Jul '21 - Jun 22	Budget	\$ Over Budget	% of Budget
5120 · Utilities - propane				
5120.01 · S1	65.65	0.00	65.65	100.0%
5120.02 · S2	539.38	0.00	539.38	100.0%
5120.03 · S3	1.00	0.00	1.00	100.0%
5120 · Utilities - propane - Other	0.00	3,000.00	-3,000.00	0.0%
Total 5120 · Utilities - propane	606.03	3,000.00	-2,393.97	20.2%
5125 · Utilities - trash				
5125.01 · S1	1,162.20	0.00	1,162.20	100.0%
5125.02 · S2	366.15	0.00	366.15	100.0%
5125.03 · S3	411.47	0.00	411.47	100.0%
5125 · Utilities - trash - Other	0.00	3,500.00	-3,500.00	0.0%
Total 5125 · Utilities - trash	1,939.82	3,500.00	-1,560.18	55.4%
5130 · Utilities - cable				
5130.01 · S1	-0.47	0.00	-0.47	100.0%
5130.02 · S2	1,103.44	0.00	1,103.44	100.0%
5130.03 · S3	985.02	0.00	985.02	100.0%
5130 · Utilities - cable - Other	0.00	2,500.00	-2,500.00	0.0%
Total 5130 · Utilities - cable	2,087.99	2,500.00	-412.01	83.5%
5135 · Utilities - telephone				
5135.01 · S1	1,545.52	0.00	1,545.52	100.0%
5135.02 · S2	1,000.93	0.00	1,000.93	100.0%
5135.03 · S3	748.96	0.00	748.96	100.0%
5135 · Utilities - telephone - Other	0.00	5,200.00	-5,200.00	0.0%
Total 5135 · Utilities - telephone	3,295.41	5,200.00	-1,904.59	63.4%
5140 · Utilities - Internet				
5140.01 · S1	0.00	0.00	0.00	0.0%
5140.02 · S2	559.92	0.00	559.92	100.0%
5140.03 · S3	447.92	0.00	447.92	100.0%
5140 · Utilities - Internet - Other	0.00	1,750.00	-1,750.00	0.0%
Total 5140 · Utilities - Internet	1,007.84	1,750.00	-742.16	57.6%
5200 · Small Equipment Repair				
5200.01 · S1	112.98	0.00	112.98	100.0%
5200.02 · S2	0.00	0.00	0.00	0.0%
5200.03 · S3	18.02	0.00	18.02	100.0%
5200 · Small Equipment Repair - Other	0.00	6,500.00	-6,500.00	0.0%
Total 5200 · Small Equipment Repair	131.00	6,500.00	-6,369.00	2.0%
5210 · Building Repair				
5210.01 · S1	7,962.12	0.00	7,962.12	100.0%
5210.02 · S2	835.35	0.00	835.35	100.0%
5210.03 · S3	10,645.05	0.00	10,645.05	100.0%
5210 · Building Repair - Other	0.00	30,000.00	-30,000.00	0.0%
Total 5210 · Building Repair	19,442.52	30,000.00	-10,557.48	64.8%
5215 · Ladders	1,075.85	1,100.00	-24.15	97.8%
5220 · Station bay door repairs	3,339.75	2,500.00	839.75	133.6%
5225 · Extrication Tools	2,020.00	5,500.00	-3,480.00	36.7%
5230 · Generator repair	0.00	5,000.00	-5,000.00	0.0%
5235 · AIR VAC-Exhaust System (Maintenance)	0.00	1,000.00	-1,000.00	0.0%
5240 · Fire extinguishers	0.00	1,200.00	-1,200.00	0.0%

Deer Springs Fire General Fund-Profit & Loss Budget vs. Actual

July 2021 through June 2022

	Jul '21 - Jun 22	Budget	\$ Over Budget	% of Budget
5250 · Misc. supplies & services				
5250.01 · S1	2,006.92	0.00	2,006.92	100.0%
5250.02 · S2	1,115.36	0.00	1,115.36	100.0%
5250.03 · S3	1,754.01	0.00	1,754.01	100.0%
5250 · Misc. supplies & services - Other	0.00	12,000.00	-12,000.00	0.0%
Total 5250 · Misc. supplies & services	4,876.29	12,000.00	-7,123.71	40.6%
5260 · SCBA supplies, repairs	706.62	5,000.00	-4,293.38	14.1%
5270 · Pers. Protection, Rep/Repl	0.00	24,000.00	-24,000.00	0.0%
5300 · Vehicle maintenance & repair				
5300-02 · E211-2004 KME 8827	6,104.80	0.00	6,104.80	100.0%
5300-03 · E13-2006 KME 8013	51,160.36	0.00	51,160.36	100.0%
5300-06 · B13-2005 KME 1605	771.90	0.00	771.90	100.0%
5300-07 · 7141-2007 Explorer 7532	118.93	0.00	118.93	100.0%
5300-08 · U11-2010 Ford F150 B425	0.00	0.00	0.00	0.0%
5300-09 · B1-2014 Ford F250 9744	0.00	0.00	0.00	0.0%
5300-11 · E12-2017 Spartan 1363	5,395.27	0.00	5,395.27	100.0%
5300-13 · E11-2021 Ferrara 0029	0.00	0.00	0.00	0.0%
5300 · Vehicle maintenance & repair - Other	0.00	95,000.00	-95,000.00	0.0%
Total 5300 · Vehicle maintenance & repair	63,551.26	95,000.00	-31,448.74	66.9%
5310 · Fuel and oil	21,918.07	35,000.00	-13,081.93	62.6%
5320 · Radio maintenance & repair	0.00	5,000.00	-5,000.00	0.0%
5330 · County 800 MHz fees	4,573.55	9,000.00	-4,426.45	50.8%
5340 · First responder supplies	10,847.61	13,000.00	-2,152.39	83.4%
5350 · Fire hose replacement	0.00	8,000.00	-8,000.00	0.0%
5360 · Safety Ropes	0.00	2,000.00	-2,000.00	0.0%
5370 · Hydrant maintenance	0.00	600.00	-600.00	0.0%
5400 · Grant expenditures				
5400-01 · Matching Funds	0.00	20,000.00	-20,000.00	0.0%
5400-03 · SDG&E - CERT	0.00	550.00	-550.00	0.0%
Total 5400 · Grant expenditures	0.00	20,550.00	-20,550.00	0.0%
5420 · DS Fire Safe Council	0.00	5,000.00	-5,000.00	0.0%
5425 · Community Education	0.00	1,500.00	-1,500.00	0.0%
5600 · Salaries				
5600-01 · Administrator	54,381.37	82,568.00	-28,186.63	65.9%
5600-02 · Fire Prevention	0.00	63,815.00	-63,815.00	0.0%
5600-03 · Directors	3,100.00	8,000.00	-4,900.00	38.8%
Total 5600 · Salaries	57,481.37	154,383.00	-96,901.63	37.2%
5610 · Deferred Compensation Plan				
5610-01 · Administrator	750.00	2,252.00	-1,502.00	33.3%
Total 5610 · Deferred Compensation Plan	750.00	2,252.00	-1,502.00	33.3%
5615 · Vacation accrual	0.00	8,256.00	-8,256.00	0.0%
5620 · Medical insurance	5,347.42	11,500.00	-6,152.58	46.5%
5630 · Retiree benefits	8,709.77	20,000.00	-11,290.23	43.5%
5640 · Social Security, Medicare	4,397.32	7,500.00	-3,102.68	58.6%
5660 · State unemployment taxes	112.00	150.00	-38.00	74.7%
5670 · Workers compensation	2,427.44	2,500.00	-72.56	97.1%

Deer Springs Fire
General Fund-Profit & Loss Budget vs. Actual
July 2021 through June 2022

	Jul '21 - Jun 22	Budget	\$ Over Budget	% of Budget
5700 · Administrative expenses				
5700-01 · Meetings, training & travel	0.00	4,000.00	-4,000.00	0.0%
5700-02 · Dues, subscriptions	964.20	2,000.00	-1,035.80	48.2%
5700-03 · Supplies - office	1,475.52	2,000.00	-524.48	73.8%
5700.05 · Tech Improvement	0.00	25,000.00	-25,000.00	0.0%
Total 5700 · Administrative expenses	2,439.72	33,000.00	-30,560.28	7.4%
5720 · Computer Equipment				
5720-01 · Hardware	301.79	4,000.00	-3,698.21	7.5%
5720-02 · Software	0.00	3,000.00	-3,000.00	0.0%
5720-03 · Repair	0.00	1,500.00	-1,500.00	0.0%
Total 5720 · Computer Equipment	301.79	8,500.00	-8,198.21	3.6%
5730 · Office equipment	0.00	2,500.00	-2,500.00	0.0%
5740 · Printing	324.93	1,500.00	-1,175.07	21.7%
5750 · Professional services				
5750-01 · Legal	16,146.99	12,000.00	4,146.99	134.6%
5750-02 · Accounting	7,918.00	8,500.00	-582.00	93.2%
5750-03 · Board of Directors Election	0.00	200.00	-200.00	0.0%
Total 5750 · Professional services	24,064.99	20,700.00	3,364.99	116.3%
5760 · Fees & permits	652.00	1,500.00	-848.00	43.5%
5800 · County assessments				
5800-01 · LAFCO	3,692.96	3,800.00	-107.04	97.2%
5800-02 · Tax collections	33.48	50.00	-16.52	67.0%
5800-03 · Fire suppression	3,500.00	3,500.00	0.00	100.0%
5800-05 · Standby & availability	4,416.62	4,600.00	-183.38	96.0%
Total 5800 · County assessments	11,643.06	11,950.00	-306.94	97.4%
5900 · Miscellaneous	36.00	600.00	-564.00	6.0%
6100 · Transfers out	0.00	340,000.00	-340,000.00	0.0%
Total Expense	2,793,154.60	6,373,299.00	-3,580,144.40	43.8%
Net Income	952,309.63	-732,731.00	1,685,040.63	-130.0%

Deer Springs Fire

3/1/22 3:37 PM

Register: 1110-01 · Calif Bank & Trust Checking

From 02/01/22 through 02/28/22

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment C	Deposit	Balance
02/01/22		Mercy Medical Trans. ...	1200 · Accounts receiva...			328.37	97,350.42
02/07/22		Stephen C. Hasty	1200 · Accounts receiva...			594.87	97,945.29
02/07/22	8277	Citi Cards	-split-	5316	1,190.76		96,754.53
02/07/22	8278	Western Exterminator...	-split-	January 2022	203.40		96,551.13
02/07/22	8279	Verizon	-split-	9889364336	70.24		96,480.89
02/07/22	8280	Edco Waste & Recycli...	-split-	Jan. 22	302.50		96,178.39
02/07/22	8281	Cox Communications	-split-	2	207.74		95,970.65
02/07/22	8282	Vallecitos Water District	5100 · Utilities - water:5...		91.81		95,878.84
02/08/22	8284	Canon Solutions Amer...	5740 · Printing	579627	22.47		95,856.37
02/09/22	8283	Heaton, Liz A	-split-		1,800.00		94,056.37
02/10/22	8285	SDG&E	-split-	2/3	1,128.64		92,927.73
02/15/22	8286	San Diego Air Pollutio...	5760 · Fees & permits	00165-1980-RI-...	652.00		92,275.73
02/15/22	8287	Regional Communicati...	5330 · County 800 MHz ...	20DSPFPDN07	570.00		91,705.73
02/15/22	8288	Western Exterminator...	5110 · Utilities - extermi...	January 2022	77.40		91,628.33
02/23/22	8289	Valley Center Water	-split-	1-3	500.80		91,127.53
02/23/22	8290	Cox Communications	-split-	1/3	516.68		90,610.85
02/23/22	8291	Wells Fargo Advisors	-split-	28044153/Feb.	1,875.00		88,735.85
02/23/22	8293	FailSafe Testing, LLC	5215 · Ladders	12021	85.00		88,650.85
02/23/22	8294	Advantage Appliance, ...	5210 · Building Repair:5...	2051	353.48		88,297.37
02/23/22	8292	Heaton, Liz A	-split-		778.47		87,518.90
02/28/22	8295	Southern Counties Lub...	5310 · Fuel and oil	887807	2,009.09		85,509.81
02/28/22	8296	San Diego Gas & Elect...	5105 · Utilities - electrici...	1	1,208.69		84,301.12
02/28/22	8297	Motion Telecom/Voip...	-split-	1/2	43.42		84,257.70
02/28/22	8298	AT&T	-split-	1/2/3	277.92		83,979.78

Deer Springs Fire

3/1/22 4:20 PM

Register: 1100 · Cash in county treasury

From 02/01/22 through 02/28/22

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment C	Deposit	Balance
02/17/22			-split-	Deposit		363,784.67	10,491,534.92
02/22/22	62	EC Constructors, Inc.	5210 · Building Repair:5...	water leak office	7,209.00		10,484,325.92
02/25/22	72	CAL FIRE	5000 · CAL FIRE Agree...	2nd. qtr. 2021/2...	1,325,505.87		9,158,820.05

Deer Springs Fire

3/1/22 3:38 PM

Register: 1111 · Capital Fund

From 01/01/22 through 02/28/22

Sorted by: Date, Type, Number/Ref

<u>Date</u>	<u>Number</u>	<u>Payee</u>	<u>Account</u>	<u>Memo</u>	<u>Payment</u>	<u>C</u>	<u>Deposit</u>	<u>Balance</u>
01/12/22	70	Kitchell/CEM, Inc.	5500 · Capital Expenditu...	Kitchell	1,060.20	X		4,615,056.14
02/18/22			4105 · Capital-Interest	Interest		X	7,421.26	4,622,477.40
02/23/22	71	Western Extrication S...	5500 · Capital Expenditu...	Battery operated...	44,095.05			4,578,382.35

Deer Springs Fire
Capital Fund Profit & Loss Budget vs. Actual
 July 2021 through June 2022

	Jul '21 - Jun 22	Budget	\$ Over Budget	% of Budget
Income				
4105 · Capital-Interest	32,273.89	40,000.00	-7,726.11	80.7%
4120 · Transfer in from General	0.00	0.00	0.00	0.0%
Total Income	32,273.89	40,000.00	-7,726.11	80.7%
Gross Profit	32,273.89	40,000.00	-7,726.11	80.7%
Expense				
5500 · Capital Expenditures				
5500.01 · Apparatus	0.00	0.00	0.00	0.0%
5500.11 · Apparatus Equipment (Outfit new engi...	4,232.96	60,000.00	-55,767.04	7.1%
5500.12 · Station 2 Facility	1,060.20	75,000.00	-73,939.80	1.4%
5500.13 · Extrication Equip.	44,095.05	45,000.00	-904.95	98.0%
Total 5500 · Capital Expenditures	49,388.21	180,000.00	-130,611.79	27.4%
Total Expense	49,388.21	180,000.00	-130,611.79	27.4%
Net Income	-17,114.32	-140,000.00	122,885.68	12.2%

Deer Springs Fire

3/1/22 3:38 PM

Register: 1112 · Mitigation Fund

From 01/01/22 through 02/28/22

Sorted by: Date, Type, Number/Ref

<u>Date</u>	<u>Number</u>	<u>Payee</u>	<u>Account</u>	<u>Memo</u>	<u>Payment</u>	<u>C</u>	<u>Deposit</u>	<u>Balance</u>
01/24/22			4030 · Mitigation Fees	Deposit	X		11,867.72	78,742.96
01/27/22			4110 · Mitigation-Interest	Interest	X		104.37	78,847.33



San Diego County Fire Prevention Activity Report
Deer Springs FPD
February 2022



Date	Type	Details	Address	Comment
Plan Review				
02/01/2022	Building	Det. Adu w/ att. Garage	10551 Coyote Hill Glen Adu	Approved/ Stamp Transfer
02/01/2022	Building	Additions w/ Minor interior remodel	25876 Holly Ave	Resubmittal Required
02/01/2022	Building	Det. Adu w/ Garage for Existing SFD	28246 Burned Oak Ter Adu	Approved
02/08/2022	Building	2 Story SFD, Att. Garage, Att. Patio Cover	11544 Turner Heights Dr	Resubmittal Required
02/08/2022	Building	Det. Pool House for exsisting SFD	28209 Meadow Oak Ln	Approved
02/08/2022	Building	SFD w/Att. Garage	29120 North View Ln	Approved
02/15/2022	Fire Sprinkler	Detached Garage	8268 W Lilac Rd, Econdido, CA 9	1st review/ approved
02/22/2022	Building	SFD w/Att. Garage	9758 Niya Way	Resubmittal Required
02/22/2022	Building	MH SFD on PI (SPA#20-11F)	3267 Quail Rd	Approved
				Amount: 9



February 2022
San Diego County Fire
Inspection Activity Report



FDID

Deer Springs FPD

Row Labels	Count of Completed
Annual	3
Belle Marie Winery - 26312 Mesa Rock Rd	1
Ethereal Gardens - 8561 Lilac Rd	1
Meadows Home Association Community Center - 28208 Meadow Glen	1
Community Care License	2
HJJ Home #1 - 28441 Meadow Glen Way West	2
C-Underground/Hydro/Flush	2
New Gas Station - 26746 Mountain Meadow Rd	2
Special Event Inspection	2
Lawrence Welk Certified Farmers Market - 8860 Lawrence Welk Dr	2
Grand Total	9



**RESOLUTION 22-04
RESOLUTION OF THE DEER SPRINGS FIRE PROTECTION DISTRICT
ESTABLISHING THE STANDBY/AVAILABILITY CHARGE
FOR FISCAL YEAR 2022-2023**

WHEREAS, The Board of Directors of the Deer Springs Fire Protection District was authorized, by November 1981 property owner ballot approval, to establish a Standby/Availability Charge; and

WHEREAS, The maximum Standby/Availability charge may be increased by the consumer price index (CPI) of San Diego County and the CPI did increase from 305.823 to 325.241 from 2nd Half 2020 to 2nd Half 2021; and

WHEREAS, The Standby/Availability Charge assessment for fiscal year 2021-2022 was \$17.77 per benefit unit; and the maximum Standby/Availability charge for fiscal year 2021-2022 is \$18.07, and for fiscal year 2022-2023 is \$18.90; and

WHEREAS, This CPI increase results in a Standby/Availability Charge for F/Y 2022-2023 (from 07/01/2020 to 06/30/2021) as set forth below:

January 2021 to January 2022 CONSUMER PRICE INDEX:

2nd. Half 2021 325.241

2nd. Half 2020 -305.823

$$19.418/305.823 = 0.0635 * 17.77 = 1.128 + 17.77 = \$18.90$$

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Deer Springs Fire Protection District does hereby establish the Standby/Availability charge for fiscal year 2022-2023 at \$18.90 per benefit unit.

PASSED AND ADOPTED BY THE FOLLOWING VOTE THIS 13th DAY OF April, 2022.

AYES:

NAYS:

ABSENT:

Approved:

Bret A. Sealey, President

Attested:

Mark Jackson, Secretary



**RESOLUTION 22-05
RESOLUTION OF THE DEER SPRINGS FIRE PROTECTION DISTRICT
ESTABLISHING THE FIRE SUPPRESSION ASSESSMENT CHARGE
FOR FISCAL YEAR 2022-2023**

WHEREAS, The Board of Directors of the Deer Springs Fire Protection District was authorized by a July 2004 property owner ballot approval to establish a Fire Suppression Assessment not to exceed \$0.16 per benefit unit, exclusive of the San Diego County annual consumer price index (CPI) adjustments, and

WHEREAS, The Maximum Fire Suppression assessment may be increased by the CPI of San Diego County and the CPI did increase from 303.932 to 319.761 from Annual average from January 2021 to January 2022, and

WHEREAS, The Fire Suppression assessment for fiscal year 2021/2022 was \$0.2332 per benefit unit, and the Maximum Fire Suppression assessment for fiscal year 2021/2022 was \$0.2367, and for fiscal year 2022/2023 is \$0.2490 and,

WHEREAS, The Board of Directors has deemed it necessary to increase the Fire Suppression Assessment to the Maximum Fire Suppression assessment to \$0.2490 per benefit unit for FY 2022-2023 (from 07/01/2022 to 06/30/23) as set forth below:

CONSUMER PRICE INDEX:

Annual Average 2021 319.761

Annual Average 2020 303.932

$$\frac{15.829}{303.932} = 0.052080 * .2367 = .0123 + .2367 = \$0.2490$$

NOW, THEREFORE, BE IT RESOLVED, That the Board of Directors of the Deer Springs Fire Protection District does hereby establish the Fire Suppression Assessment charge for fiscal year 2022-2023 at \$0.2490 per benefit unit,

PASSED AND ADOPTED BY THE FOLLOWING VOTE THIS 13th DAY OF April, 2022.

AYES:

NAYS:

ABSENT:

Approved:

Bret Sealey, President

Attested:

Mark Jackson, Secretary

**AGREEMENT BETWEEN THE COUNTY OF SAN DIEGO
AND THE DEER SPRINGS FIRE PROTECTION DISTRICT
FOR FIRE PREVENTION SERVICES COLLABORATION**

This Agreement (“Agreement”) is entered into by and between the County of San Diego, a political subdivision of the State of California with its administrative headquarters at 1600 Pacific Highway, San Diego, California, 92101, and the Deer Springs Fire Protection District (“District”), with its headquarters located at 8709 Circle R Drive, Escondido, CA, 92026. Each shall be referenced herein as “Party” or collectively as “Parties”.

RECITALS

WHEREAS, District provides fire protection, prevention and important health and safety services to the residents and their property in certain unincorporated areas of the County of San Diego;

WHEREAS, the County of San Diego and San Diego County Fire Protection District (collectively, “County”) are authorized to support the District's efforts in providing fire protection, prevention, and emergency response services;

WHEREAS, District has adopted the California Fire Code, as amended by District, and the County Board of Supervisors has ratified District's amendments to the California Fire Code by adoption of an Ordinance creating the County Consolidated Fire Code;

WHEREAS, the Parties will mutually benefit from sharing the resources and expertise related to fire protection, prevention and emergency response services;

WHEREAS, the Parties seek to enter into an agreement that sets forth the terms and conditions upon which they will share fire protection, prevention and emergency response resources and exchange of funding; and

WHEREAS, this Agreement shall consist of the Agreement, Exhibit A, Statement of Work and Exhibit B, Payment Schedule.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

TERMS

1. **Definition.** For the purposes of this Agreement, “Fire Prevention Services” shall include discretionary project review and processing, residential and commercial plan review and certain inspections and other functions as detailed in the scope of work set forth in Exhibit A, Scope of Work.
2. **Term.** This Agreement is effective April 13, 2022 and shall expire on June 30, 2026. By mutual written agreement of both Parties, this Agreement may be extended for an additional period up to five (5) years.
3. **Authority.** District authorizes the County Fire Warden, or his/her duly authorized representative, to exercise the duties of the District Fire Code Official on behalf of District, within the scope of work set forth in Exhibit A, Scope of Work.
4. **Performance of Work.** The Parties shall perform their respective work and cooperate as described in the Statement of Work, attached as Exhibit A to this Agreement as follows:

AGREEMENT BETWEEN THE COUNTY OF SAN DIEGO AND THE DEER SPRINGS FIRE PROTECTION DISTRICT FOR FIRE PREVENTION SERVICES COLLABORATION

- a. **Independent Contractor – District.** District is, for all purposes arising out of this Agreement, an independent contractor, and neither District nor District’s employees shall be deemed to be County employees. In no event shall District or District’s employees be entitled to any benefits to which County employees are entitled, including but not limited to, overtime, any retirement benefits, workers’ compensation benefits, and injury leave or other leave benefits. County’s interest is that District provide County with funds for the purpose of allowing County to perform the work specified in Exhibit A, Statement of Work. District shall complete this Agreement according to District’s own means and methods of work, which shall be in the exclusive charge and control of District and shall not be subject to control or supervision of County, except as to the purpose for which District funds are used.
 - b. **Independent Contractor – County.** County is, for all purposes arising out of this Agreement, an independent contractor, and neither County nor County’s employees/volunteers shall be deemed to be District employees. In no event shall County or County’s employees/volunteers be entitled to any benefits to which District employees are entitled, including but not limited to, overtime, any retirement benefits, workers’ compensation benefits, and injury leave or other leave benefits. District’s interest is that County will provide services as specified in Exhibit A.
5. **Payment.** During the term of this Agreement, District shall pay County the following amounts for Fire Prevention Services:
- a. **Fire Prevention Services (excluding Forced Abatement).** District shall reimburse County for the value of Fire Prevention Services (excluding Fire Abatement Services) in accordance with the payment schedule and amounts set forth in Exhibit B.
 - b. **Fire Abatement Services.** The cost of Fire Abatement Services are not included in the costs identified in Exhibit B. Fire Abatement Services will be billed by the County using hourly rates approved by the Board, or, if there are no Board approved rates, at a rate determined by the County Auditor in accordance with Board Policy to ensure full cost recovery. Bills for Fire Abatement Services will be combined with other billings submitted to District in accordance with Exhibit B. County may discontinue providing Fire Abatement Services if District fails to timely pay for services rendered. Any costs recovered from property owners through the abatement process shall be paid to District; provided, there are no outstanding amounts owed by District to County in which case County may take a setoff and pay any remaining funds to District.
6. **Conditions.** During the term of this Agreement, County shall assess, collect, and retain fees in accordance with County of San Diego Administrative Code Section 362.5, San Diego County Fire Authority, for services provided to District pursuant to Exhibit A, Scope of Work.
7. **Termination.** Either Party may terminate this Agreement, with or without cause, upon 120 days’ prior written notice to the other Party. This provision is in addition to and shall not be interpreted to limit termination rights otherwise granted to a party by this Agreement.
8. **Paragraphs That Survive Termination.** The following paragraphs of this Agreement shall survive its expiration or early termination and remain in effect: 10, 12, 15, and 17.
9. **No Assignment.** Neither Party shall assign or transfer any interest in this Agreement without the prior written consent of the other Party.

**AGREEMENT BETWEEN THE COUNTY OF SAN DIEGO AND THE DEER SPRINGS FIRE
PROTECTION DISTRICT FOR FIRE PREVENTION SERVICES COLLABORATION**

10. Indemnity and Insurance.

- a. **Claims Arising from Sole Acts or Omissions.** Each Party shall defend and indemnify the other Party, its agents, officers, and employees, from any claim, action, or proceeding against the latter Party arising solely out of the former Party's own acts or omissions in the performance of this Agreement. Each Party, at its sole discretion and at its own expense, may participate in the defense of any claim, action, or proceeding, but such participation shall not relieve the other Party of any obligation imposed by this Agreement. The Parties shall notify each other promptly of any claim, action, or proceeding and cooperate fully in the defense.
- b. **Claims Arising from Concurrent Acts or Omissions.** Each Party hereby agrees to defend itself from any claim, action, or proceeding arising out of the concurrent acts or omissions of each Party. In such cases, the Parties agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 10.d. of this Agreement.
- c. **Joint Defense.** Notwithstanding paragraph 10.b., in cases where the Parties agree in writing to a joint defense, the Parties may appoint joint defense counsel to defend the claim, action, or proceeding arising out of the concurrent acts or omissions of the Parties. Joint defense counsel shall be selected by mutual agreement of the Parties. The Parties agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph 10.d. of this Agreement. The Parties further agree that neither Party may bind the other to a settlement agreement without the written consent of both Parties.
- d. **Reimbursement and/or Reallocation.** Where a trial verdict or arbitration award allocates or determines the comparative fault of the Parties, the Parties may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.
- e. **Insurance.** Prior to execution of this Agreement, District must obtain at its own cost and expense, and keep in force and effect during the term of this Agreement, including all extensions, policies of insurance or programs of self-insurance with policy limits in sufficient amounts to cover any and all potential liability of County hereunder. Minimum policy limits shall in no way limit District's indemnification obligations. County's Risk Management may from time to time review the insurance or program of self-insurance provided and may require such additional insurance or insurance provisions as Risk Management deems necessary for County to continue to provide service. County may cease providing services if insurance or a program of self-insurance acceptable to Risk Management is not provided.

11. **Meet and Confer.** Either Party shall give the other, as soon as possible after the event giving rise to the concern, written notice setting forth, with specificity, the issues to be resolved and requesting a Meet and Confer. Said notice shall suggest a date and time for the meeting, which shall be held not less than fifteen (15) business days after the notice is delivered, unless the Parties agree in writing that there is a good cause to extend this time limit. Absent mutual consent of the Parties, if a noticed meeting fails to commence within the fifteen (15) day period, or if a reasonable attempt to schedule or reschedule the meeting has not been made within those fifteen (15) days, then the Meet and Confer obligation imposed under this paragraph 10 shall be deemed to have been satisfied and the Parties shall be free to pursue their rights and remedies herein, unless the reason for such failure to Meet and Confer is the refusal of the Party asserting a claim

AGREEMENT BETWEEN THE COUNTY OF SAN DIEGO AND THE DEER SPRINGS FIRE PROTECTION DISTRICT FOR FIRE PREVENTION SERVICES COLLABORATION

against the other to participate in the Meet and Confer, in which event said claim will be deemed to have been waived.

- 12. **Governing Law and Venue.** This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of California without regard to choice of law principles. Venue for any disputes shall be brought only in the state or federal courts located in San Diego County, California.
- 13. **Authority to Enter Into Agreement.** Each Party warrants that it has the authority to enter into this Agreement by its respective governing body.
- 14. **Contract Administration.** The SDCFA Director shall administer this Agreement on behalf of County. The District's General Manager shall administer this Agreement on behalf of District. The Parties may change their contract administrator by giving prior written notice to the other Party of the name and address of the new contract administrator.
- 15. **No Waiver.** No failure, inaction, neglect or delay by a Party in exercising any of its rights under this Agreement shall operate as a waiver, forfeiture or abandonment of such rights or any other rights under this Agreement.
- 16. **Notice.** Any notice or notices required or permitted to be given pursuant to this Agreement shall be personally served by the Party giving notice or shall be served by certified mail. Notices shall be sufficient if personally served on or if sent by certified mail, postage prepaid, addressed to:

DISTRICT:
 Rick Johnson, District Fire Chief
 Deer Springs Fire Protection District
 8709 Circle R Drive
 Escondido, CA 92026

COUNTY:
 Jeff Collins, Director
 San Diego County Fire Protection District
 5510 Overland Avenue, Suite 250
 San Diego, CA 92123

- 17. **Entire Agreement.** This Agreement, including Exhibit A, Scope of Work, and Exhibit B, Payment Schedule, constitutes the entire agreement between the Parties and supersedes all previous oral or written understandings, representations or agreements related to the subject matter of this Agreement. This Agreement may not be changed except by written amendment signed by both Parties.

IN WITNESS HEREOF, the Parties have indicated their acceptance of the terms of this Agreement by their signatures below on the dates indicated.

DEER SPRINGS FIRE PROTECTION DISTRICT COUNTY OF SAN DIEGO

By: _____

Bret Sealey, President
Board of Directors

By: _____

ANDREW POTTER
CLERK OF THE BOARD

Date: _____

Date: _____

APPROVED AS TO FORM AND LEGALITY

AGREEMENT BETWEEN THE COUNTY OF SAN DIEGO AND THE DEER SPRINGS FIRE PROTECTION DISTRICT FOR FIRE PREVENTION SERVICES COLLABORATION

By: _____
SUEDY ALFARO
SENIOR DEPUTY COUNTY COUNSEL

**EXHIBIT A
SCOPE OF WORK**

GENERAL:

- District is recognized as the Fire Authority Having Jurisdiction for all matters related to this Agreement.
- District shall provide a Fire Chief to serve as the liaison between County and District's General Manager and Board of Directors and to assist County staff as needed to reasonably implement the scope of work set forth in this Exhibit A, Scope of Work ("SOW").
- District's Fire Chief, in consultation with the District's Board of Directors, shall provide input to the County on matters related to this SOW to ensure that District's operational needs are met and that any proposed mitigation measures are satisfactory.
- County shall provide a Fire Marshal to serve as District's Fire Code Official pursuant to section 103.2 of the California Fire Code.
- County shall have the general authority and responsibilities per section 104 of the California Fire Code.
- County shall enforce the San Diego County Consolidated Fire Code and other applicable and/or relevant local, state, and national standards in implementing the SOW.
- County shall provide expert consultation and updates as requested to District Fire Chief on projects and matters related to the scope of this Agreement.
- County shall provide expert advice and assistance, as needed, in response to citizen inquiries or requests.

PLAN REVIEW / INSPECTION / ENGINEERING SUPPORT:

- County shall perform all functions associated with or related to residential plan reviews and inspections including plan review and inspection of residential automatic fire sprinkler systems for District.
- County shall perform all functions associated with or related to commercial plan reviews and inspections, including plan review and inspection of commercial fire sprinkler, alarm, and detection systems and specialized fire suppression systems for District.
- County shall review and provide comments and perform all functions associated with or related to all new and existing discretionary projects including all site inspections and project meetings associated with the project for District. District Fire Chief will provide input to County Fire Marshal related to any required infrastructure improvements and address any operational needs related to these permit applications.
- County shall ensure all state-mandated fire inspections are completed in accordance with the California Fire Code. The following occupancies will be inspected annually:
 - Group E
 - Groups R-1 and R-2
 - Group I-3
 - High-rise Buildings (75ft. and above)
- County shall ensure the following inspections are completed in accordance with the California Fire Code:
 - Group A
 - Group H (Hazard)
 - Group I (Institutional)
 - California State Licensing inspections (for example: R-3.1, R-2.1, R-4 occupancies)

AGREEMENT BETWEEN THE COUNTY OF SAN DIEGO AND THE DEER SPRINGS FIRE PROTECTION DISTRICT FOR FIRE PREVENTION SERVICES COLLABORATION

- San Diego County Sheriff Licensing inspections (for example: Public Display of Aerial Pyrotechnics, Explosive Storage Permits)
- Special Events for which a Permit is required by the County (including associated plan review)
- District shall ensure that the following inspections are completed in accordance with the California Fire Code:
 - Group B Occupancies
 - Group M Occupancies
 - Group S Occupancies
- District shall provide and maintain a current list of occupancies identified in this Scope of Work to County.
- District shall establish and/or maintain an Engine Company Business Inspection Program throughout the Term of this Agreement.
- County shall provide reasonable technical support for District engine company inspection program on an as-needed basis.
- District shall, upon request, provide Engine Company based or other district personnel to provide reasonable support to assist in implementing this Scope of Work.
- County shall provide, to County personnel, administrative support to ensure that the items identified in this Scope of Work can reasonably be accomplished, including vehicles, fuel, insurance, office, space, computers, phones, forms, and related office supplies.

DEFENSIBLE SPACE AND FORCED ABATEMENT

- District shall adopt by reference, through enactment of its own district ordinance, Chapter 4 of Division 8 of Title 6 of the San Diego County Code of Regulatory Ordinances (County Code), section 68.401, et seq. (“Defensible Space Ordinance”) as currently enacted or subsequently amended. The Defensible Space Ordinance shall remain in effect in the District at all times through the term of the Agreement. If District does not enact such an ordinance, the County shall not be required to provide the services outlined in this Defensible Space and Forced Abatement section and District shall be responsible for all aspects of such services.
- District shall notify County of the effective date of District’s adoption of the Defensible Space Ordinance. Upon such effective date, District shall administer and enforce the Defensible Space Ordinance, but shall not conduct any forced abatements, except as provided herein.
- The County shall conduct all defensible space inspections within the District as provided by the Defensible Space Ordinance and in compliance with applicable state and local law, as it may be amended from time to time.
- County, only upon request from District, shall process forced abatements pursuant to Section 68.403(a) and in compliance with applicable state and local law, as it may be amended from time to time. County shall not process forced abatements until District’s adoption of the Defensible Space Ordinance is effective and District has requested the County process a forced abatement.
- District will pay the costs of any forced abatement proceedings conducted by County pursuant to this Agreement for properties located within District’s jurisdiction. County will seek recovery of all related costs, including, but not limited to, forced abatement costs, administrative costs, late fees, and collection costs, from the responsible party and/or property owner to reimburse District as provided below.
- County shall take any and all steps necessary and required pursuant to applicable law on behalf of District to collect payment from the responsible party and/or property owner for the costs of any forced abatement procedures, including sending invoices, holding hearings, filing liens, authorizing special assessments, etc., so that District can be reimbursed for the full costs of

AGREEMENT BETWEEN THE COUNTY OF SAN DIEGO AND THE DEER SPRINGS FIRE PROTECTION DISTRICT FOR FIRE PREVENTION SERVICES COLLABORATION

abatement. District will also retain the right to recover the costs from the responsible party and/or property owner in a civil action.

- County shall individually track all costs associated with the processing of the forced abatement, including, but not limited to, services and supplies such as contracts, recording costs, hearing costs, and postage/ mailing costs, and provide District a full cost statement for any forced abatements completed during each quarter with the quarterly invoices, as set forth in Exhibit B, Payment Schedule.

REPORTING:

- County shall provide monthly reports detailing the inspections completed and plan reviews completed within the District's service area.
- County shall provide annual state-mandated inspection report to the District Fire Chief with inspection compliance information for Group E, I-3, R-1, and R-2 occupancies. The District Fire Chief is responsible for compliance with reporting state-mandated inspection to District as described in the California Health and Safety Code Sections 13146.1 and 13146.4.

AGREEMENT BETWEEN THE COUNTY OF SAN DIEGO AND THE DEER SPRINGS FIRE PROTECTION DISTRICT FOR FIRE PREVENTION SERVICES COLLABORATION

**EXHIBIT B
PAYMENT SCHEDULE**

Payments under this Agreement for Fiscal Years 2021-22 through 2024-25 for services provided as specified in Exhibit A, Scope of Work, except for forced abatement, shall be as follows:

Fiscal Year (Term)	Quarterly Payment	Term Total
FY 2021-22 (4/13/2022-06/30/2022)	N/A	\$6,543.00
FY 2021-22 (07/01/2022 – 06/30/2023)	\$7,852.00	\$31,411.00
FY 2022-23 (07/01/2023 – 06/30/2024)	\$8,088.00	\$32,353.00
FY 2023-24 (07/01/2024 – 06/30/2025)	\$8,330.00	\$33,323.00
FY 2024-25 (07/01/2025 – 06/30/2026)	\$8,580.00	\$34,322.00

County shall invoice District at the beginning of each quarter as follows: invoice the quarterly payment, less any Fire Prevention Fees received for projects within District during the previous quarter, plus any costs incurred for completed forced abatements during the previous quarter.

Upon receipt of the invoice, District shall provide payment within thirty (30) days.