



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

June 14, 2023

Open Session 4:00 p.m.

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

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 Jackson
Secretary/Treasurer Gordon
Director Holley
Director Kerrin

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 May 10, 2023**
- b. **Special Meeting May 24, 2023**

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 May Finance Reports-General, Capital and Mitigation Funds

8. Chief's Report

- a. Fire Prevention Report
- b. Community Emergency Response Team Report

9. Committee Reports

- a. Station 2 Improvement-Directors Holley, Gordon, and Chief Morrison
- b. Station 2 Temporary Facility Location-Directors Jackson and Gordon
- c. Community Wildfire Protection Plan-Directors Sealey, Kerrin and Chief Morrison
- d. CAL FIRE & County Agreements-Directors Jackson and Sealey
- e. Fiscal Year 2023/2024 Budget-Directors Gordon and Kerrin
- f. Station 2 Design-Build Proposal Selection Committee-Directors Sealey, Jackson, Kerrin, Gordon, Chief Morrison, and District Administrator

10. Unfinished Business

- a. Second reading and adoption of Fiscal Year 2023/2024 Budget
- b. Memorandum of Agreement between Deer Springs Fire Protection District and County of San Diego Public Safety Group, San Diego County Fire for cooperative operations

11. New Business

- a. Resolution 23-03 Participation in the County of San Diego Fire Mitigation Fee Program Fiscal Year 2023/2024 and Adoption of the Capital Improvement Plan
- b. Cooperative Fire Program Agreement between Deer Springs Fire Protection District and California Department of Forestry and Fire Protection (CAL FIRE) from July 1, 2023 to June 30, 2028
- c. Review proposals and select an auditing firm
- d. Establishment of FY 2022/2023 Audit Committee
- e. August 9, 2023, regular meeting date change

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 Clerk of the Board 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.



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

May 10, 2023

Open Session 4:00 p.m.

1. Call to Order, Roll Call

President Sealey-Present
Vice-President Jackson-Present
Secretary/Treasurer Gordon-Absent
Director Holley-Present
Director Kerrin-Present

2. Pledge of Allegiance-Led by President Sealey

3. Adoption of Agenda

Director Jackson moved to adopt May 10 agenda; Director Kerrin seconded the motion.
Motion is adopted; 4 Ayes; 0 Noes; 1 Absent (Gordon); 0 Abstain.

4. Public Comments Period-None

5. Fire Safe Council Report

Chipping Program resumed on April 26. Last Chance Survival workshop was a success, approximately 50 residents attended. Spring Defensible Space mailer was sent to the community. The 2023 Consolidated Fire Code is posted on the website.

6. Approval of Minutes

a. Regular Meeting April 12, 2023

Director Holley moved to approve April 12 board minutes; Director Kerrin seconded the motion. **Motion is adopted; 4 Ayes; 0 Noes; 1 Absent (Gordon); 0 Abstain.**

b. Special Meeting April 15, 2023

Director Jackson moved to approve Special Meeting April 15 board minutes; Director Kerrin seconded the motion. **Motion is adopted; 4 Ayes; 0 Noes; 1 Absent (Gordon); 0 Abstain.**

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

Director Holley moved to approve April Financials; Director Kerrin seconded the motion.
Motion is adopted; 4 Ayes; 0 Noes; 1 Absent (Gordon); 0 Abstain.

8. **Chief's Report**

- During month of April the District received 157 calls for service
- District employees recertification for water rescue unit

a. **Fire Prevention Report-** April Prevention Report included 1 annual business inspection, 2 defensible space inspections, 6 sprinkler/fire alarm inspections and 18 plan reviews.

b. **Community Emergency Response Team Report-**No report

9. **Committee Reports**

a. Station 2 Improvement-Directors Holley, Gordon and Chief Morrison

The committee will send a list of soft costs, square footage cost of 1 dorm room, training facility and single bay to Chief Mecham. He will provide this information to the County and see if they can provide any additional funding for County dedicated space, soft costs and/or if any permit fees can be waived.

b. Station 2 Temporary Facility Location-Directors Jackson and Gordon

The committee met with Ivy Del owner representative and discussed different options, requirements for relocation of station 2. They will take the information presented and contact committee within 30 days.

c. Community Wildfire Protection Plan-Director Sealey and Chief Morrison-No report

d. CAL FIRE & County Agreements-Directors Jackson and Sealey-No report

e. Fiscal Year 2023/2024 Budget-Directors Gordon and Kerrin

This item discussed under New Business 11a

10. Unfinished Business

- a. Modification of new agreement with Mercy Medical Transportation, Inc.

Chief Morrison will meet with Mercy next week to finalize the agreement

- b. Revision of Policy A02, Board Meetings

This item will be place on May 24 Special Meeting agenda for adoption

- c. Second reading and adoption of Standby/Availability Fee, Resolution 23-01, to increase the Standby Fee from \$18.90 to \$19.61 per benefit unit.

Director Jackson made a motion to adopt Resolution 23-01, to increase Standby Availability Fee from \$18.90 to \$19.61 per benefit unit; Director Kerrin seconded. **Motion is adopted; 4 Ayes; 0 Noes; 1 Absent (Gordon); 0 Abstain.**

- d. Second reading and adoption of Fire Suppression Assessment, Resolution 23-02, to increase the Fire Suppression Fee from \$0.2490 to \$0.2574 per benefit unit.

Director Kerrin made a motion to adopt Resolution 23-02, to increase Fire Suppression Fee from \$0.2490 to \$.2574 per benefit unit; Director Jackson seconded the motion. **Motion is adopted; 4 Ayes; 0 Noes; 1 Absent (Gordon); 0 Abstain.**

11. New Business

- a. First reading and review of Fiscal Year 2023/2024 Budget

Director Jackson moved to approve first reading and review of FY 2023/2024 Budget; Director Holley seconded the motion. **Motion is adopted; 4 Ayes; 0 Noes; 1 Absent (Gordon); 0 Abstain.**

- b. Review of Station 2 Statement of Qualifications submissions and selection of vendors to participate in the Request For Proposal (RFP) phase of the design-build process

Kitchell presented a PowerPoint on status and progress RFQ results and the next steps moving forward for station 2 replacement.

Director Sealey made a motion to approve EC Constructors, Inc. and Barnhart-Reese Construction, Inc. as our two shortlist firms to move forward with the RFP stage; Director Kerrin seconded the motion. **Motion is adopted; 3 Ayes; 0 Noes; 1 Absent (Gordon); 1 Abstain (Holley).**

c. Finalize Station 2 design-build requirements for RFP phase

A Special Meeting will be held on May 24, 4pm to establish a selection committee for review of RFP Package and interview process with the two DBE teams. The Selection Committee will make recommendations and bring to the Board Directors for approval. The two Proprietary Meetings with the DBE's will be under Station 2 Improvement Committee.

d. Memorandum of Agreement between Deer Springs Fire Protection District and County of San Diego Public Safety Group, San Diego County Fire for cooperative operations

A Special Meeting will be held on May 24, 4pm to approve MOU with Deer Springs Fire Protection District and County of San Diego Public Safety Group, San Diego County Fire.

12. Correspondence

The District received memorandum from LAFCO, Independent Special Districts Election Results. The Firefighters received a "Thank You" card from a resident in the Champagne Village Community.

13. Directors Comments-No comments

14. Adjournment

Meeting adjourned at 7:24 pm

Director James Gordon
Secretary-Treasurer



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

**May 24, 2023-Special Meeting
Open Session 4:00 p.m.**

1. Call to Order, Roll Call

President Sealey-Present
Vice-President Jackson-Present
Secretary/Treasurer Gordon-Absent
Director Holley-Late arrived 4:05
Director Kerrin-Present

2. Pledge of Allegiance-Led by President Sealey

Five minute recess 4:05-4:09

3. Adoption of Agenda

4. Public Comments Period-None

5. Unfinished Business

a. Revision of Policy A02, Board Meetings

Director Jackson moved to approve revised Policy A02; Director Kerrin seconded the motion. **Motion is adopted; 3 Ayes; 0 Noes; 2 Absent (Gordon & Holley); 0Abstain.**

Changes to the policy sections C, D & E

This policy will need to be reviewed and updated in December 2023, due to expiring Government Code §54943 on January 1, 2024.

b. Memorandum of Agreement between Deer Springs Fire Protection District and County of San Diego Public Safety Group, San Diego County Fire for cooperative operations

This item will be placed on June 14, 2023 agenda

**c. Finalize Station 2 design-build requirements for Request for Proposal (RFP) phase-
Recess 4:39 reconvene 4:46**

Director Holley made a motion to move forward with Design Concept 1A option approved on February 15, 2023 board meeting with updated target budget of \$13,040,000 (Design Concept 1A cost estimate \$12,540,000 plus \$500,000 for temporary relocation of station 2) with request to continue to decrease price; Director Kerrin seconded the motion. **Motion is adopted; 3 Ayes; 1 Noes (Jackson); 1 Absent (Gordon); 0Abstain. Roll call vote**

6. New Business

- a. Selection of Station 2 RFP Committee to answer questions and refine guidance to the design-build bidders during the RFP phase

President Sealey appointed Directors, Jackson, Gordon, Kerrin, Sealey, Chief Morrison, representative from Kitchell and District Administrator as the RFP Selection Committee. Chief Morrison and a representative from Kitchell will be non-voting members; their role will be technical advisors. All Board Directors present confirmed the appointees, the committee is established.

The Board Directors agreed to include within the scope of Station 2 Improvement Committee the proprietary meetings with qualified vendors. If any Board Director has an issue with the RFP, they need to contact Board President or District Administrator and a Special Meeting will be scheduled.

- b. Participation in the San Diego County Multi-Jurisdictional Hazard Mitigation Plan 2028

Director Sealey made a motion for the District participate in San Diego Multi-Jurisdictional Hazard Mitigation Plan 2028 update and President of Board to send letter of intent; Director Kerrin seconded the motion. **Motion is adopted; 4 Ayes; 0 Noes; 1 Absent (Gordon); 0 Abstain.**

7. Adjournment

Meeting adjourned at 5:32pm

Director James Gordon
Secretary-Treasurer

Deer Springs Fire
General Fund-Profit & Loss Budget vs. Actual
 July 2022 through June 2023

	Jul '22 - Jun 23	Budget	\$ Over Budget	% of Budget
Income				
4000 · Property Taxes	583,319.03	536,751.00	46,568.03	108.7%
4010 · Standby Availability	1,863,433.23	1,935,298.00	-71,864.77	96.3%
4020 · Fire Suppression Assessment	3,168,623.05	3,167,600.00	1,023.05	100.0%
4100 · Interest-General Fund	61,225.69	30,000.00	31,225.69	204.1%
4115 · Transfer in from Mitigation	50,000.00	50,000.00	0.00	100.0%
4200 · San Diego County				
4200-01 · Fire Services Fund Agreement	269,062.50	275,625.00	-6,562.50	97.6%
Total 4200 · San Diego County	269,062.50	275,625.00	-6,562.50	97.6%
4600 · Incident reimbursement				
4600-01 · First responder supplies	4,621.94	4,600.00	21.94	100.5%
4600.07 · Various Incidents	37,312.84	40,000.00	-2,687.16	93.3%
Total 4600 · Incident reimbursement	41,934.78	44,600.00	-2,665.22	94.0%
4650 · Mercy ALS Agreement	31,500.00	35,000.00	-3,500.00	90.0%
4800 · Other Income				
4800.03 · Sale 2007 Explorer	6,000.00	6,000.00	0.00	100.0%
4800 · Other Income - Other	1,295.39	0.00	1,295.39	100.0%
Total 4800 · Other Income	7,295.39	6,000.00	1,295.39	121.6%
Total Income	6,076,393.67	6,080,874.00	-4,480.33	99.9%
Gross Profit	6,076,393.67	6,080,874.00	-4,480.33	99.9%
Expense				
5000 · CAL FIRE Agreement	5,690,940.08	5,599,855.00	91,085.08	101.6%
5010 · Chief's discretionary	489.38	5,000.00	-4,510.62	9.8%
5020 · Insurance	58,848.00	65,000.00	-6,152.00	90.5%
5100 · Utilities - water				
5100.01 · S1	2,782.12	0.00	2,782.12	100.0%
5100.02 · S2	1,131.79	0.00	1,131.79	100.0%
5100.03 · S3	2,345.70	0.00	2,345.70	100.0%
5100 · Utilities - water - Other	0.00	9,000.00	-9,000.00	0.0%
Total 5100 · Utilities - water	6,259.61	9,000.00	-2,740.39	69.6%
5105 · Utilities - electricity				
5105.01 · S1	15,980.45	0.00	15,980.45	100.0%
5105.02 · S2	8,303.45	0.00	8,303.45	100.0%
5105.03 · S3	9,160.88	0.00	9,160.88	100.0%
5105 · Utilities - electricity - Other	0.00	35,000.00	-35,000.00	0.0%
Total 5105 · Utilities - electricity	33,444.78	35,000.00	-1,555.22	95.6%
5110 · Utilities - exterminators				
5110.01 · S1	907.14	0.00	907.14	100.0%
5110.02 · S2	564.60	0.00	564.60	100.0%
5110.03 · S3	623.00	0.00	623.00	100.0%
5110 · Utilities - exterminators - Other	0.00	2,400.00	-2,400.00	0.0%
Total 5110 · Utilities - exterminators	2,094.74	2,400.00	-305.26	87.3%
5120 · Utilities - propane				
5120.01 · S1	162.46	0.00	162.46	100.0%
5120.02 · S2	1,883.91	0.00	1,883.91	100.0%
5120.03 · S3	1,317.89	0.00	1,317.89	100.0%
5120 · Utilities - propane - Other	0.00	3,500.00	-3,500.00	0.0%
Total 5120 · Utilities - propane	3,364.26	3,500.00	-135.74	96.1%

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

July 2022 through June 2023

	Jul '22 - Jun 23	Budget	\$ Over Budget	% of Budget
5125 · Utilities - trash				
5125.01 · S1	2,872.77	0.00	2,872.77	100.0%
5125.02 · S2	886.07	0.00	886.07	100.0%
5125.03 · S3	738.92	0.00	738.92	100.0%
5125 · Utilities - trash - Other	0.00	3,500.00	-3,500.00	0.0%
Total 5125 · Utilities - trash	4,497.76	3,500.00	997.76	128.5%
5130 · Utilities - cable				
5130.01 · S1	0.00	0.00	0.00	0.0%
5130.02 · S2	1,840.09	0.00	1,840.09	100.0%
5130.03 · S3	1,529.94	0.00	1,529.94	100.0%
5130 · Utilities - cable - Other	0.00	3,500.00	-3,500.00	0.0%
Total 5130 · Utilities - cable	3,370.03	3,500.00	-129.97	96.3%
5135 · Utilities - telephone				
5135.01 · S1	2,332.66	0.00	2,332.66	100.0%
5135.02 · S2	1,489.38	0.00	1,489.38	100.0%
5135.03 · S3	1,298.22	0.00	1,298.22	100.0%
5135 · Utilities - telephone - Other	0.00	5,500.00	-5,500.00	0.0%
Total 5135 · Utilities - telephone	5,120.26	5,500.00	-379.74	93.1%
5140 · Utilities - Internet				
5140.01 · S1	0.00	0.00	0.00	0.0%
5140.02 · S2	839.88	0.00	839.88	100.0%
5140.03 · S3	615.89	0.00	615.89	100.0%
5140 · Utilities - Internet - Other	0.00	2,000.00	-2,000.00	0.0%
Total 5140 · Utilities - Internet	1,455.77	2,000.00	-544.23	72.8%
5200 · Small Equipment Repair				
5200.01 · S1	540.85	0.00	540.85	100.0%
5200.02 · S2	233.56	0.00	233.56	100.0%
5200.03 · S3	136.03	0.00	136.03	100.0%
5200 · Small Equipment Repair - Other	0.00	6,800.00	-6,800.00	0.0%
Total 5200 · Small Equipment Repair	910.44	6,800.00	-5,889.56	13.4%
5210 · Building Repair				
5210.01 · S1	4,128.60	0.00	4,128.60	100.0%
5210.02 · S2	14,940.09	0.00	14,940.09	100.0%
5210.03 · S3	12,098.50	0.00	12,098.50	100.0%
5210 · Building Repair - Other	0.00	30,000.00	-30,000.00	0.0%
Total 5210 · Building Repair	31,167.19	30,000.00	1,167.19	103.9%
5215 · Ladders	1,696.14	1,500.00	196.14	113.1%
5220 · Station bay door repairs	1,582.50	5,000.00	-3,417.50	31.7%
5225 · Extrication Tools	0.00	5,500.00	-5,500.00	0.0%
5230 · Generator repair	3,125.09	5,000.00	-1,874.91	62.5%
5235 · AIR VAC-Exhaust System (Mainten...	1,000.00	1,000.00	0.00	100.0%
5240 · Fire extinguishers	937.00	1,200.00	-263.00	78.1%
5250 · Misc. supplies & services				
5250.01 · S1	2,417.31	0.00	2,417.31	100.0%
5250.02 · S2	1,532.60	0.00	1,532.60	100.0%
5250.03 · S3	2,389.48	0.00	2,389.48	100.0%
5250 · Misc. supplies & services - Other	0.00	12,000.00	-12,000.00	0.0%
Total 5250 · Misc. supplies & services	6,339.39	12,000.00	-5,660.61	52.8%
5260 · SCBA supplies, repairs	124.93	5,000.00	-4,875.07	2.5%
5270 · Pers. Protection, Rep/Repl	0.00	24,000.00	-24,000.00	0.0%

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

July 2022 through June 2023

	Jul '22 - Jun 23	Budget	\$ Over Budget	% of Budget
5300 · Vehicle maintenance & repair				
5300-02 · E211-2004 KME 8827	5,318.22	0.00	5,318.22	100.0%
5300-03 · E13-2006 KME 8013	16,577.97	0.00	16,577.97	100.0%
5300-06 · B13-2005 KME 1605	4,839.53	0.00	4,839.53	100.0%
5300-08 · U11-2010 Ford F150 2512	237.12	0.00	237.12	100.0%
5300-09 · B1-2014 Ford F250 9744	1,290.58	0.00	1,290.58	100.0%
5300-11 · E12-2017 Spartan 1363	10,061.96	0.00	10,061.96	100.0%
5300-13 · E11-2021 Ferrara 0029	10,481.22	0.00	10,481.22	100.0%
5300 · Vehicle maintenance & repair - O...	0.00	95,000.00	-95,000.00	0.0%
Total 5300 · Vehicle maintenance & repair	48,806.60	95,000.00	-46,193.40	51.4%
5310 · Fuel and oil	36,734.78	60,000.00	-23,265.22	61.2%
5320 · Radio maintenance & repair	5,196.61	5,000.00	196.61	103.9%
5330 · County 800 MHz fees	7,469.85	9,000.00	-1,530.15	83.0%
5340 · First responder supplies	13,611.33	20,000.00	-6,388.67	68.1%
5350 · Fire hose replacement	0.00	8,000.00	-8,000.00	0.0%
5360 · Safety Ropes	0.00	2,500.00	-2,500.00	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	5,000.00	5,000.00	0.00	100.0%
5425 · Community Education	0.00	1,500.00	-1,500.00	0.0%
5600 · Salaries				
5600-01 · Administrator	78,462.52	86,314.00	-7,851.48	90.9%
5600-02 · Fire Prevention	0.00	35,000.00	-35,000.00	0.0%
5600-03 · Directors	5,900.00	8,000.00	-2,100.00	73.8%
Total 5600 · Salaries	84,362.52	129,314.00	-44,951.48	65.2%
5610 · Deferred Compensation Plan				
5610-01 · Administrator	1,632.45	2,252.00	-619.55	72.5%
Total 5610 · Deferred Compensation Plan	1,632.45	2,252.00	-619.55	72.5%
5615 · Vacation accrual	0.00	8,256.00	-8,256.00	0.0%
5620 · Medical insurance	11,500.00	11,500.00	0.00	100.0%
5630 · Retiree benefits	13,716.40	20,000.00	-6,283.60	68.6%
5640 · Social Security, Medicare	7,686.54	7,500.00	186.54	102.5%
5660 · State unemployment taxes	112.00	150.00	-38.00	74.7%
5670 · Workers compensation	2,356.76	3,000.00	-643.24	78.6%
5700 · Administrative expenses				
5700-01 · Meetings, training & travel	750.00	4,000.00	-3,250.00	18.8%
5700-02 · Dues, subscriptions	1,031.43	2,000.00	-968.57	51.6%
5700-03 · Supplies - office	1,612.65	2,500.00	-887.35	64.5%
5700.05 · Tech Improvement	1,103.36	25,000.00	-23,896.64	4.4%
Total 5700 · Administrative expenses	4,497.44	33,500.00	-29,002.56	13.4%
5720 · Computer Equipment				
5720-01 · Hardware	2,049.94	4,000.00	-1,950.06	51.2%
5720-02 · Software	0.00	3,000.00	-3,000.00	0.0%
5720-03 · Repair	653.97	1,500.00	-846.03	43.6%
Total 5720 · Computer Equipment	2,703.91	8,500.00	-5,796.09	31.8%
5730 · Office equipment	0.00	2,500.00	-2,500.00	0.0%
5740 · Printing	1,668.51	1,500.00	168.51	111.2%
5750 · Professional services				
5750-01 · Legal	22,568.80	25,000.00	-2,431.20	90.3%
5750-02 · Accounting	8,632.50	9,000.00	-367.50	95.9%
5750-03 · Board of Directors Election	0.00	8,500.00	-8,500.00	0.0%
Total 5750 · Professional services	31,201.30	42,500.00	-11,298.70	73.4%
5760 · Fees & permits	1,443.00	1,500.00	-57.00	96.2%

Deer Springs Fire
General Fund-Profit & Loss Budget vs. Actual
 July 2022 through June 2023

	Jul '22 - Jun 23	Budget	\$ Over Budget	% of Budget
5800 · County assessments				
5800-01 · LAFCO	3,836.12	4,200.00	-363.88	91.3%
5800-02 · Tax collections	33.48	50.00	-16.52	67.0%
5800-03 · Fire suppression	3,500.00	4,000.00	-500.00	87.5%
5800-05 · Standby & availability	4,428.19	5,000.00	-571.81	88.6%
Total 5800 · County assessments	11,797.79	13,250.00	-1,452.21	89.0%
5900 · Miscellaneous	352.15	600.00	-247.85	58.7%
6100 · Transfers out	160,000.00	160,000.00	0.00	100.0%
Total Expense	6,308,617.29	6,504,227.00	-195,609.71	97.0%
Net Income	-232,223.62	-423,353.00	191,129.38	54.9%

Deer Springs Fire

6/8/23 11:33 AM

Register: 1110-01 · Calif Bank & Trust Checking

From 05/01/23 through 05/31/23

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
05/01/23	8760	San Diego Gas & Ele...	5105 · Utilities - electri...	1	1,346.89	X		37,861.85
05/01/23	8761	Independent Mobile ...	5300 · Vehicle mainten...	2503	5,478.19	X		32,383.66
05/01/23	8762	US Bank Card	-split-	6761	601.80	X		31,781.86
05/02/23		Mercy Medical Trans...	1200 · Accounts receiv...			X	367.00	32,148.86
05/02/23	8763	John Crabtree Services	5210 · Building Repair...	20713	330.88	X		31,817.98
05/03/23		Stephen C. Hasty	1200 · Accounts receiv...			X	553.29	32,371.27
05/03/23		San Diego County Fir...	1200 · Accounts receiv...			X	68,906.25	101,277.52
05/03/23	8765	Edco Waste & Recycl...	-split-	April 23	454.08	X		100,823.44
05/04/23	8767	Citi Cards	-split-	5316	1,693.21	X		99,130.23
05/04/23	8768	White and Bright, LLP	-split-	BM 04/12/23	8,766.33	X		90,363.90
05/04/23	8766	Heaton, Liz A	-split-		1,949.13	X		88,414.77
05/08/23	debit	CalPERS	-split-	April 2023	1,835.64	X		86,579.13
05/08/23	debit	Compu Checks	5700 · Administrative e...	reorder bank ch...	126.94	X		86,452.19
05/08/23	Debit	Employment Develop...	-split-	291-0572-3/DE...	1,181.49	X		85,270.70
05/08/23	eftps	California Bank & Tr...	-split-	95-3705957/A...	2,978.84	X		82,291.86
05/08/23	8769	Southern Counties Lu...	5310 · Fuel and oil	890721	1,443.47	X		80,848.39
05/08/23	8770	Suburban Propane	5120 · Utilities - propa...	2	530.44	X		80,317.95
05/08/23	8771	Verizon	-split-	742392332	68.18	X		80,249.77
05/08/23	8772	Regional Communica...	5330 · County 800 MH...	23DSPFPDN10	655.50	X		79,594.27
05/08/23	8773	Vallecitos Water Dist...	5100 · Utilities - water:...	2	92.10	X		79,502.17
05/15/23	8752	Valley Center Water	-split-	1-3	412.15	X		79,090.02
05/15/23	8774	Cox Communications	-split-	2	234.29	X		78,855.73
05/15/23	8775	Life-Assist	5340 · First responder s...	1324675	426.37	X		78,429.36
05/15/23	8776	Allstar Fire Equipme...	5260 · SCBA supplies, ...	247400	18.90	X		78,410.46
05/15/23	8777	Western Exterminato...	-split-	1/2	146.59	X		78,263.87
05/15/23	8778	Wells Fargo Advisors	-split-	28044153	3,545.00	X		74,718.87
05/15/23	8783	ASI Fire Protection, L...	-split-	220021/22001...	937.00	X		73,781.87
05/15/23	8784	Valley Center Water	5100 · Utilities - water:...	3	45.40	X		73,736.47
05/17/23	8779	Canon Solutions Ame...	5740 · Printing	611777	18.61	X		73,717.86
05/17/23	8780	The San Diego Union...	5740 · Printing	17521395	497.00	X		73,220.86
05/17/23	8781	SDG&E	-split-	2/3	1,407.07	X		71,813.79
05/17/23	8782	Heaton, Liz A	-split-		800.00	X		71,013.79
05/22/23	8785	SP Services	5100 · Utilities - water:...	1453	60.00	X		70,953.79
05/22/23	8786	Cox Communications	-split-	1/3	572.89	X		70,380.90
05/22/23	8787	AT&T	-split-	1/2/3	324.22	X		70,056.68
05/30/23	8788	Southern Counties Lu...	5310 · Fuel and oil	890814	1,347.93			68,708.75
05/30/23	8789	Motion Telecom/Voi...	-split-	1/2	43.25			68,665.50
05/30/23	8790	San Diego Gas & Ele...	5105 · Utilities - electri...	1	1,439.48			67,226.02
05/30/23	8791	US Bank Card	5120 · Utilities - propa...	6761	80.65			67,145.37

Deer Springs Fire

6/8/23 11:33 AM

Register: 1110-01 · Calif Bank & Trust Checking

From 05/01/23 through 05/31/23

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment C	Deposit	Balance
05/31/23			4500 · Other grants:45...	Deposit		117.81	67,263.18
05/31/23		Mercy Medical Trans...	1200 · Accounts receiv...			367.00	67,630.18
05/31/23			5900 · Miscellaneous	Service Charge	3.00 X		67,627.18
05/31/23	8792	Heaton, Liz A	-split-		1,948.65		65,678.53

Deer Springs Fire

6/8/23 11:32 AM

Register: 1100 · Cash in county treasury

From 05/01/23 through 05/31/23

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>
05/02/23	95	Deer Springs Fire	5020 · Insurance	DS#2519 23/2...	58,848.00	*		4,401,266.55
05/08/23	2522	Deer Springs Fire	5000 · CAL FIRE Agre...	DS#2522 CAL ...	1,398,042.71	*		3,003,223.84
05/15/23			-split-	Deposit		*	319,433.41	3,322,657.25

Deer Springs Fire
Capital Fund Profit & Loss Budget vs. Actual
July 2022 through June 2023

	Jul '22 - Jun 23	Budget	\$ Over Budget	% of Budget
Income				
4105 · Capital-Interest	122,174.78	40,000.00	82,174.78	305.4%
4120 · Transfer in from General	160,000.00	160,000.00	0.00	100.0%
4200 · San Diego County				
4200-02 · OES Grants-2020	12,020.00	12,020.00	0.00	100.0%
Total 4200 · San Diego County	12,020.00	12,020.00	0.00	100.0%
4500 · Other grants				
4500.04 · Traffic Safety Grant	98,661.01	99,920.00	-1,258.99	98.7%
4500.05 · ARPA	40,664.94	40,665.00	-0.06	100.0%
4500.06 · OES-Waldron Funding	8,000,000.00	8,000,000.00	0.00	100.0%
4500.07 · ARPA-2 (Heart monitor station 1 and upgrades s...	44,221.27	51,222.00	-7,000.73	86.3%
Total 4500 · Other grants	8,183,547.22	8,191,807.00	-8,259.78	99.9%
Total Income	8,477,742.00	8,403,827.00	73,915.00	100.9%
Gross Profit	8,477,742.00	8,403,827.00	73,915.00	100.9%
Expense				
5400 · Grant expenditures				
5400-11 · SHSP Grant 2020-11 BA Bottles	12,643.39	12,020.00	623.39	105.2%
5400.13 · Extrication Equip.-OTS	100,366.66	99,920.00	446.66	100.4%
5400.16 · Extractors & Dryer-ARPA	39,534.94	40,665.00	-1,130.06	97.2%
5400.17 · Defibrillator E11 ARPA (Station 1 new heart mo...	43,373.28	43,374.00	-0.72	100.0%
5400.18 · HM Upgrades E12 & E13-ARPA	7,847.99	7,848.00	-0.01	100.0%
Total 5400 · Grant expenditures	203,766.26	203,827.00	-60.74	100.0%
5500 · Capital Expenditures				
5500.01 · Apparatus	0.00	880,000.00	-880,000.00	0.0%
5500.02 · Defibrillator	0.00	45,000.00	-45,000.00	0.0%
5500.04 · Station 1 Upgrades	13,800.00	10,000.00	3,800.00	138.0%
5500.05 · Station 2 Upgrades	0.00	10,000.00	-10,000.00	0.0%
5500.06 · Station 3 Upgrades	8,000.00	10,000.00	-2,000.00	80.0%
5500.12 · Station 2 Facility				
5500.A · Geotechnical Services	17,500.00	17,500.00	0.00	100.0%
5500.12 · Station 2 Facility - Other	204,849.00	400,000.00	-195,151.00	51.2%
Total 5500.12 · Station 2 Facility	222,349.00	417,500.00	-195,151.00	53.3%
5500.14 · SCBA Package	0.00	40,000.00	-40,000.00	0.0%
5500.15 · Station 1 Concrete	0.00	100,000.00	-100,000.00	0.0%
Total 5500 · Capital Expenditures	244,149.00	1,512,500.00	-1,268,351.00	16.1%
Total Expense	447,915.26	1,716,327.00	-1,268,411.74	26.1%
Net Income	8,029,826.74	6,687,500.00	1,342,326.74	120.1%

Deer Springs Fire

6/8/23 11:33 AM

Register: 1111 · Capital Fund

From 05/01/23 through 05/31/23

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>
05/03/23	2520	Construction Testing ...	5500 · Capital Expendi...	DS#2520 CTE ...	8,750.00	X		17,906,896...
05/03/23	2521	Kitchell/CEM, Inc.	5500 · Capital Expendi...	April DS#2521...	21,060.00	X		17,885,836...
05/24/23	2523	Zoll Medical Corpora...	5400 · Grant expenditu...	upgrades E12 ...	7,000.00	X		17,878,836...
05/24/23	2524	Kitchell/CEM, Inc.	5500 · Capital Expendi...	April Phase 3 T...	33,300.00	X		17,845,536...

Deer Springs Fire

6/8/23 11:34 AM

Register: 1112 · Mitigation Fund

From 01/01/23 through 05/31/23

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
01/17/23	dep		4030 · Mitigation Fees	2nd. qtr. 22/23		X	12,947.34	82,094.11
01/19/23			4110 · Mitigation-Inter...	Interest		X	106.95	82,201.06
03/19/23			4110 · Mitigation-Inter...	Interest		X	280.73	82,481.79
03/27/23	92	Deer Springs Fire	1100 · Cash in county t...	T0025	50,000.00	X		32,481.79
04/20/23			4030 · Mitigation Fees	3rd. qtr. 23		X	2,807.20	35,288.99
04/24/23			4110 · Mitigation-Inter...	Interest		X	95.09	35,384.08



San Diego County Fire Prevention Activity Report

Deer Springs FPD

May 2023



Date	Type	Details	Address	Comment
Plan Review				
05/01/2023	Building	Garage Conversion and Att. Garage	7520 N. Rancho Amigos Road	Resubmittal Required
05/02/2023	Building	SFD w/Att. Garage	10040 America Ridge Lane	Plan Change - Approved
05/11/2023	Building	Det. ADU	27630 Alps Lane	Resubmittal Required
05/15/2023	Building	Detached Storage Building	10218 Circle P Lane	Resubmittal Required
05/15/2023	Building	ADU	9547 Lilac Walk	Resubmittal Required
05/17/2023	Fire Sprinkler	SFD w/ attached garage	27674 High Vista Dr, Escondido,	1st review/ approved. Mailed plans to P
05/17/2023	Fire Sprinkler	Detached garage for existing SFD	31162 Calle Joya, Bonsall, CA 92	1st review/ corrections. Awaiting respo
05/22/2023	Building	SFD w/Att. Garage	10004 Paseo Rojo	Resubmittal Required
05/23/2023	Fire Sprinkler	Detached garage for existing SFD	31162 Calle Joya, Bonsall, CA 92	Resubmittal. Plans approved and mailed
05/25/2023	Building	SFD w/Att. Garage	32520 Mesa Lilac Road	Resubmittal Required
05/25/2023	Grading	Major Grading for SFD	Ridge Creek Road	Resubmittal Required
				Amount: 11



May 2023
San Diego County Fire
Inspection Activity Report



FDID	Deer Springs FPD
Row Labels	Count of Completed
Annual	3
Moose Lodge - 25721 Jesmond Dene Rd	2
Twin Oaks Quarry - 28474 Twin Oaks Valley Rd	1
Grand Total	3

**DEER SPRINGS FIRE PROTECTION DISTRICT
FINAL BUDGET 23/24**

Deer Springs Fire Protection District 2023/2024 Budget

Operating Budget	Capital Budget	Mitigation Revenue:	Mit. Budget
General Revenue:			
4000-Property Taxes 1%	\$ 585,000	4100-Interest-Capital	\$ 212,000
4410-Standby Fee	\$ 2,012,261	4200.02 OES Grants	\$ 11,400
4420-Fire Suppression	\$ 3,564,052	4500.04 · Traffic Safety Grant	\$ 1,376
4100-Interest-General	\$ 37,500	4500.05 · ARPA	\$ 22,000
4115-Transfer from Mitigation	\$ 35,000	4100-Interest-Mitigation	\$ 200
Other Income:			
4200-01 County Fire Services Fund	\$ 137,812		
4800-Other Income (Misc/Incidents)	\$ 40,000		
4115-Transfer from Mitigation	\$ 35,000		
Total General Income	\$ 6,446,625	Total Mitigation Income	\$ 25,200

General Expenses:	Capital Expenses:	Mitigation Expenses:	
5000-CAL FIRE Contract	\$ 5,886,076	5500- Capital Expenditures	
5010-Discretionary Fund	\$ 5,000	5500.01 · Apparatus	\$ 911,000
5020-Property Insurance	\$ 65,000	5500.01 · Station 1 Upgrades	\$ 10,000
5100-Utilities	\$ 72,050	5500.02 · Station 2 Upgrades	\$ 10,000
5200-Repairs	\$ 95,000	5500.06 · Station 3 Upgrades-Roof repair	\$ 25,000
5300-Operations & Maintenance	\$ 173,600	5500.12 · Station 2 Facility	\$ 3,500,000
5400-Grant Execution/Education	\$ 7,050	5500.A · Geotechnical Services	\$ 8,750
5600-Salaries & Benefits	\$ 153,271	5500.15 · Station 1 Concrete	\$ 200,000
5700-Administration	\$ 84,950	5500.16 · BA Air Compressor System	\$ 85,000
5800-County Assessments	\$ 13,250	5400 · Grant Expenditures:	
5900-Miscellaneous	\$ 600	5400.01 · Matching Funds	\$ 20,000
		5400.11 · SHSP Grant	\$ 11,400
Total General Expense	6,555,847	Total Capital Expense	\$ 4,781,150
Revenue in excess of expenses	(109,222)	Account Balance (projected June 30, 2023)	\$ 17,840,000
Account Balance (projected June 30, 2023)	\$ 3,410,932	Account Balance (projected June 30, 2024)**	\$ 13,305,626
Account Balance (projected June 30, 2024)	\$ 3,336,710		

6100-Transfer Out (General)	\$ 35,000
Total Mitigation Expense	\$ 35,000

*Meets long term projection requirements
**Outstanding loan of \$1,029,078 to General @ 6/30/23

**MEMORANDUM OF AGREEMENT BETWEEN
DEER SPRINGS FIRE PROTECTION DISTRICT AND COUNTY OF SAN DIEGO, PUBLIC
SAFETY GROUP, SAN DIEGO COUNTY FIRE**

This Memorandum of Agreement (“MOA”) is made by and among Deer Springs Fire Protection District (“District”), a public entity, and the County of San Diego (“County”) by and through the Public Safety Group’s (“PSG”) San Diego County Fire (“SDCF”), as of the date of last signature. The parties to this MOA may be referred to herein collectively as the “Parties” or individually as a “Party.”

RECITALS

WHEREAS, District provides fire protection, rescue, emergency medical services (EMS) and other important health and safety services to its constituents;

WHEREAS, SDCF provides fire protection, emergency medical services, rescue, oversight of the Unified Service Area (USA) Ambulance Operating Area and other important health and safety related services to its clients;

WHEREAS, the Parties desire to maximize use of existing resources, create cost containment opportunities, maintain local control, and continue to deliver fire and emergency medical services at a high level of service;

WHEREAS, SDCF provides direct funding to California Department of Forestry and Fire Protection (CAL FIRE) through the County of San Diego Cooperative Agreement for staffing, as described in Section 2.2.11 of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises set forth below, and for other good and valuable consideration, receipt of which is hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

1. Administration of MOA:

1.1 Each Party identifies the following individual to serve as the authorized administrative representative for that Party. Any Party may change its administrative representative by notifying the other Party in writing of such change. Any such change shall become effective upon the receipt of such notice by the other Party to this MOA. Notice of the authorized representative should be sent to each Party as follows:

<p><u>PSG- San Diego County Fire</u> Angie Kang Administrative Analyst III 5560 Overland Avenue Suite 400, San Diego, CA 92123 (858) 298-0639 Angie.Kang@sdcounty.ca.gov</p>	<p><u>Deer Springs Fire Protection District</u> Liz Heaton 8709 Circle R Drive, Escondido, CA 92026 (760) 749-8001 liz@dsfd.sdcoxmail.com</p>
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2. Institution Rights and Responsibilities:

2.1 District shall:

2.1.1 Maintain a CAL FIRE Schedule A (4142) agreement for three fire stations:

2.1.1.1 Deer Springs Station 1 (East Zone Station 11)

**MEMORANDUM OF AGREEMENT BETWEEN
DEER SPRINGS FIRE PROTECTION DISTRICT AND COUNTY OF SAN DIEGO, PUBLIC
SAFETY GROUP, SAN DIEGO COUNTY FIRE**

2.1.1.2 Deer Springs Station 1 (East Zone Station 12)

2.1.1.3 Deer Springs Station 3 (East Zone Station 13)

2.1.2 Staff as follows:

2.1.2.1 Ensure a minimum of three (3) career CAL FIRE Staff per engine per shift, which is defined as a recurring period, with a specific start time and end time, in which workers perform the tasks that they assigned.

2.1.2.2 Maintain minimum staffing at Deer Springs Station 2 consisting of one (1) Fire Captain, 1 Fire Apparatus Engineer, and 1 Firefighter Paramedic on duty per day.

2.1.2.3 Provide personnel at Deer Springs Station 2 to cross staff County Regional Urban Search and Rescue Apparatuses as part of the Regional Rescue Task Force. These units may be deployed anywhere in San Diego County on Initial Attack and out of County on a Planned need basis.

2.1.2.4 On the condition that excess room in District apparatus exists, allow SDCF reserve firefighters to ride along in District apparatus for training, at no expense to the District and subject to SDCF's indemnification in paragraph 3.2 of this MOU.

2.1.2.5 The District Battalion Chief (Battalion 1) shall work within CAL FIRE's organizational structure to provide management to both District and SDCF.

2.1.3 Agree to an Operational Consolidation between District and SDCF and allow "boundary drop" between SDCF and District to maximize fire, rescue, and emergency medical service responses within the District and SDCF.

2.1.3.1 "Operational Consolidation" is defined in this MOA as both Parties agree to use the same or similar types of apparatus, equipment, and procedures to operate at emergency incidents as one agency.

2.1.3.2 "Boundary Drop" is defined in this MOA as the response of the closest and most appropriate emergency vehicle(s) regardless of jurisdictional boundaries.

2.1.3.3 Allow SDCF to use District resources as part of the closest resource concept while ensuring the District remains covered for response within District.

2.1.3.4 Allow SDCF resources to provide coverage to the District under closest resource concept when needed.

2.1.3.5 Participate with SDCF on Type I and Type III Strike Teams.

2.1.4 Utilize SDCF and EMS Operational Policies, Procedures and Standards within the District.

2.1.5 Allow SDCF or SDCF contracted ambulances to reside at Deer Springs Fire Station 1.

2.2 SDCF shall:

**MEMORANDUM OF AGREEMENT BETWEEN
DEER SPRINGS FIRE PROTECTION DISTRICT AND COUNTY OF SAN DIEGO, PUBLIC
SAFETY GROUP, SAN DIEGO COUNTY FIRE**

- 2.2.1 Agree to an operational consolidation between SDCF and District and allow “boundary drop” between SDCF and District to maximize fire, rescue and emergency medical service responses within the District and County.
 - 2.2.1.1 Allow District to utilize SDCF resources described in this Agreement as part of closest resource concept while ensuring that SDCF remains covered.
 - 2.2.1.2 Allow District resources to provide coverage to SDCF under the closest resource concept.
- 2.2.2 Provide all necessary personal protective equipment and workers’ compensation insurance for SDCF Reserve Firefighters participating in District operations.
- 2.2.3 Provide 911 dispatching services to District at no cost. This includes necessary telecommunications equipment for apparatus including but not limited to personnel and vehicle equipment and software necessary to interface with the Public Safety Answering Point’s Computer Aided Dispatch system. Fixed fire station base station infrastructure, portable radios, and 800 MHz Regional Communications System participation remain the responsibility of the District.
- 2.2.4 Provide medical oversight and support to the District for Basic and Advanced Life Support services to include: Medical Director; Physician for Dangerous Drugs and Devices; EMS Training; EMS Quality Improvement; consumables EMS Supplies; and life support equipment needed to maintain compatibility and interoperability with SDCF when not provided by the District.
- 2.2.5 Utilization of SDCF Reserve Fire Apparatus, as needed. SDCF shall maintain and pay all fleet costs for the Urban Search and Rescue Vehicles located at Deer Springs Station 2.
- 2.2.6 Provide resources as appropriate to allow District to utilize SDCF operational policies, procedures and standards, including, but not limited to, the examples identified in Attachment A.
- 2.2.7 As available, utilization of SDCF funded support services such as:
 - 2.2.7.1 Strategic Planning
 - 2.2.7.2 Geographic Information System Analyst
 - 2.2.7.3 Emergency Medical Services Bureau
 - 2.2.7.4 Training Bureau and Facilities (San Marcos and County Training Centers)
- 2.2.8 Provide Fire Prevention/Community Risk Reduction Services as identified in Attachment B.
- 2.2.9 Provide fuel for the District Fire Chief (Battalion 1) vehicle for one half of each year.
- 2.2.10 When a replacement District Fire Chief (Battalion 1) vehicle is procured, provide a Command Module appropriate for Battalion level Incident Command.
- 2.2.11 Provide direct funding to CAL FIRE for positions listed below.
 - 2.2.11.1 Fiscal Year 2023/2024

**MEMORANDUM OF AGREEMENT BETWEEN
DEER SPRINGS FIRE PROTECTION DISTRICT AND COUNTY OF SAN DIEGO, PUBLIC
SAFETY GROUP, SAN DIEGO COUNTY FIRE**

- 2.2.11.1.1 0.5 Battalion Chief
- 2.2.11.1.2 1.0 Fire Captain
- 2.2.11.1.3 0.5 Fire Apparatus Engineer
- 2.2.11.2 Fiscal Year 2024/2025
 - 2.2.11.2.1 0.5 Battalion Chief
 - 2.2.11.2.2 1.0 Fire Captain
 - 2.2.11.2.3 1.0 Fire Apparatus Engineer
- 2.2.11.3 Fiscal Year 2025/2026
 - 2.2.11.3.1 0.5 Battalion Chief
 - 2.2.11.3.2 1.0 Fire Captain
 - 2.2.11.3.3 1.0 Fire Apparatus Engineer
 - 2.2.11.3.4 0.5 Fire Fighter II Paramedic
- 2.2.11.4 Fiscal Year 2026/2027
 - 2.2.11.4.1 0.5 Battalion Chief
 - 2.2.11.4.2 1.0 Fire Captain
 - 2.2.11.4.3 1.0 Fire Apparatus Engineer
 - 2.2.11.4.4 1.0 Firefighter II Paramedic
- 2.2.11.5 Fiscal Year 2027/2028
 - 2.2.11.5.1 0.5 Battalion Chief
 - 2.2.11.5.2 1.0 Fire Captain
 - 2.2.11.5.3 1.0 Fire Apparatus Engineer
 - 2.2.11.5.4 1.0 Firefighter II Paramedic

3. Indemnity:

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

**MEMORANDUM OF AGREEMENT BETWEEN
DEER SPRINGS FIRE PROTECTION DISTRICT AND COUNTY OF SAN DIEGO, PUBLIC
SAFETY GROUP, SAN DIEGO COUNTY FIRE**

- by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of District Parties.
- 3.3 Each Party hereby agrees to defend itself from any Claims 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.
- 3.4 Notwithstanding the foregoing, where Claims arise out of concurrent acts or omissions of each Party, the Parties may agree in writing to a joint defense. If the Parties so elect to proceed under the terms of this paragraph, the Parties may appoint joint defense counsel to defend the Claim 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 3 (E) of this MOA. The Parties further agree that neither Party may bind the other to a settlement agreement without the written consent of both Parties.
- 3.5 Notwithstanding the foregoing, where Claims arise out of concurrent acts or omissions of each Party, and 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 principles.
4. **Insurance:** Insurance requirements are contained in Exhibit “A” attached to this MOA and incorporated herein by this reference.
5. **Conformance with Rules and Regulations:** All Parties shall be in conformity with all applicable federal, State, County, and local laws, rules, and regulations, currently and hereinafter enacted, unless performance is excused under the legal doctrines of impossibility and/or impracticability, including facility and professional licensing and/or certification laws and keep in effect any and all licenses, permits, notices, and certificates as are required. All Parties shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health, and sanitation.
6. **Permits and Licenses:** District certifies that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to County, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its employees to comply with all existing foreign or domestic statutes, ordinances, and regulations, or other laws, that may be applicable to performance of services hereunder. County reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any services hereunder.
7. **Governing Law and Venue:** This MOA shall be governed, interpreted, construed, and enforced in accordance with the laws of the State of California. The Parties hereby agree that this MOA is entered into the County of San Diego, and that the proper court for venue purposes is the Superior Court of California for the County of San Diego.
8. **Third Party Beneficiaries Excluded:** This MOA is intended solely for the benefit of the Parties listed herein. Any benefit to any third party is incidental and does not confer on any third party to this MOA any rights whatsoever regarding the performance of this MOA. Any attempt to enforce the provisions of this MOA by third parties is specifically prohibited.
9. **Amendments to Agreement:** Any Party may propose written amendments to this MOA by providing written notice of such amendments to the other Party in accordance with Paragraph 1.1 of the same. This MOA may only be amended by a written amendment signed by all Parties.

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10. **Severability:** If any terms or provisions of this MOA or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this MOA, or the application of such term and provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and every other term and provision of this MOA shall be valid and enforced to the maximum extent permitted by law.
11. **Full Agreement:** This MOA represents the full and entire agreement between the Parties and supersedes any prior written or oral agreements that may have existed between them up to, and even contemporaneous with, the full execution of this MOA.
12. **Scope of Agreement:** This MOA only applies to the program described herein and does not set forth any additional, current, or future obligations or agreements between the Parties, except that the Parties may by written amendment amend the scope of this MOA, in accordance with the other provisions of this MOA.
13. **Counterparts:** This MOA may be executed in any number of separate counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument.
14. **Authority to Enter Into MOA:** Each Party represents and warrants that it has the legal power, right, and authority to enter into this binding MOA, and does not require the consent of any third-party to enter into this MOA. Furthermore, each Party represents and warrants that the designated signatory of this MOA is the authorized signatory of each Party such that each Party shall be bound by this MOA upon full execution by each Party's designated signatory. Each Party further agrees to indemnify, and hold harmless, the other Party for a breach of this Paragraph 14.
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. **No Assignment:** Based on the nature of this MOA, neither Party shall be entitled to assign, transfer, delegate, or sub-contract any rights, obligations, or interests in this MOA, without the prior written consent of the other Party.
17. **Information Privacy and Security Provisions:** RESERVED
18. **Term:** This MOA shall become effective on the date all Parties have signed this agreement and be in force until June 30, 2028.
19. **Review:** This agreement shall be reviewed annually and at any time CAL FIRE staffing requirements change (i.e. number of hours in work week).
20. **Termination for Convenience:** Either party may, by written notice stating the extent and effective date, terminate this MOA for convenience in whole or in part, at any time on 30 days written notice to the other Party, with the written notice to be provided to other Party in accordance with the provisions of Paragraph 1 of this MOA.

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IN WITNESS WHEREOF, the Parties have executed this MOA on the date of last signature below.

SAN DIEGO COUNTY FIRE

**DEER SPRINGS
FIRE PROTECTION DISTRICT**

By: _____
JEFF COLLINS,
Director, San Diego County Fire

By: _____
BRET A. SEALEY
President, Deer Springs Fire Protection District

Date: _____

Date: _____

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EXHIBIT A- INSURANCE REQUIREMENTS

Without limiting District's indemnification obligations to County and within 10 business days from the inception of the full execution of the MOA, District shall submit to County a copy of the policy declaration and endorsement pages along with the certificates of insurance and appropriate separate endorsements to the actual insurance policy, evidencing that the District has obtained for the period of the MOA, at its sole expense, insurance in the following forms of coverage and minimum amounts specified from insurance carriers with a Best's Rating of not less than A, VII or a company of equal financial stability approved in writing by County's Risk Management Division.

- a. An occurrence policy of Commercial General Liability insurance including Premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability insuring District against liability for bodily injury, personal injury or property damage arising out of or in connection with the District's performance of work or service under this MOA of not less than \$2,000,000 per occurrence and \$4,000,000 general aggregate. County, its officers, agents, employees, and volunteers shall be added as Additional Insured by separate endorsement to the District's insurance (at least as broad as ISO from CG 2010 11 85 or both CG 2010, CG 2026, CG 2033, or CG 2038; and CG 2037 forms if later revisions used).
- b. Statutory Workers' Compensation, as required by State of California and Employer's Liability at \$1,000,000 each accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of County.
- c. Comprehensive Automobile Liability covering all owned, non-owned and hired vehicles for bodily injury and property damage of not less than \$1,000,000 each accident.
- d. Professional Errors and Omissions Liability: \$1,000,000 per claim with an aggregate limit of not less than \$2,000,000. The coverage shall contain contractual liability. This coverage shall be maintained for a minimum of three years following termination or completion of District's work pursuant to the MOA.
- e. If coverage is written on a "claims made" basis, the Certificate of Insurance shall clearly so state. In addition to the coverage requirements specified above, such policy shall provide that:
 - i) The policy retroactive date coincides with or precedes District's commencement of work under the MOA (including subsequent policies purchased as renewals or replacements).
 - ii) District will make every effort to maintain similar insurance during the required extended period of coverage following expiration of the MOA.
 - iii) If insurance is terminated for any reason, District shall purchase an extended reporting provision of at least three years to report claims arising in connection with the MOA.
 - iv) The policy allows for reporting of circumstances or incidents that might give rise to future claims.
- f. Certificates of insurance provided by District must evidence that each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County. The MOA/Project Number should be noted in the "Description of Operations" box located near the bottom of the form. Additionally, the "Certificate Holder" box should designate the address of the responsible department or department representative to ensure the documents are received by the appropriate Party.

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- g. For any claims related to this MOA, the District's insurance coverage, including any excess liability policies, shall be primary insurance at least as broad as ISO CG 2001 04 13 regarding the County; the members of the Board of Supervisors of the County; and the officers, agents, employees, and volunteers of the County, individually and collectively. Any insurance or self-insurance maintained by the County, its officers, employees, or volunteers shall be excess of the District's insurance and shall not contribute with it.

If the District maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the District. As a requirement of this MOA, any available insurance proceeds in excess of the specified minimum limits and coverage stated above, shall also be available to the County of San Diego.

The County of San Diego shall retain the right to review the insurance coverage obtained by the District, form and amount of insurance required herein and may require District to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required. County retains the right to demand a certified copy of any insurance policy required herein after 15 days of written notice, as provided for in Paragraph 1 of the MOA.

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ATTACHMENT A – COUNTY LIST OF SERVICES

District currently experiences opportunities to cooperate with other fire agencies through its Agreement with CAL FIRE. SDCF will offer District access to SDCF services to provide seamless operations, including, but not limited to, the following:

TRAINING

- a. SDCF owned or contracted training facilities.
- b. SDCF online Training and Records Management System.
- c. SDCF established training standards, curriculum, and lesson plans.
- d. SDCF master training schedule and participate in multi-company drills.
- e. SDCF training bureau to monitor annual training requirements and attendance to ensure annual State and Federal training mandates are met.
- f. SDCF training bureau to ensure that all firefighters are instructed in the same firefighter techniques, evaluate training effectiveness, and periodically review training records for completeness.
- g. Represent District at Zone and SDCF training activities and meetings.

EMERGENCY MEDICAL SERVICES (EMS)

- a. SDCF established maintenance standards for equipment used to deliver EMS.
- b. SDCF Quality Assurance Program.
- c. SDCF Medical Director.
- d. SDCF Medical Director Dangerous Drugs and Devices Management and Oversight.
- e. SDCF Medical Supplies and Equipment

OPERATIONAL STANDARDS and ADMINISTRATIVE SUPPORT

- a. SDCF Standard Operating Procedures.
- b. SDCF standards for fire equipment and tools.
- c. SDCF support for emergency planning and pre-fire plans.
- d. SDCF Data Analysis Unit.
- e. SDCF Geographic Information System (GIS) services.
- f. SDCF Strategic Planning Bureau.

FLEET SERVICES

- a. SDCF Fleet Bureau to provide maintenance technical expertise as necessary for District apparatus.
- b. SDCF developed apparatus standards.

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**ATTACHMENT B – STATEMENT OF WORK
FOR FIRE PREVENTION SERVICES**

GENERAL:

- The District is recognized as the Fire Authority having jurisdiction for all matters related to this MOA.
- The District Fire Chief will serve as the liaison between SDCF and the District Board of Directors and to assist SDCF staff, as needed, to reasonably implement the scope of work set forth in Attachment B, Statement of Work.
- SDCF will serve as the Fire Marshal for the District and exercise the duties of the Fire Code Official pursuant to section 103.2 of the California Fire Code, related to the scope of work set forth in this Attachment B, Statement of Work for Fire Prevention Services.
- SDCF shall have the general authority and responsibilities per section 104 of the California Fire Code related to the scope of work set forth in Attachment B, Statement of Work.
- SDCF will enforce the San Diego County Consolidated Fire Code (inclusive of the District's amendments, as ratified by the County Board of Supervisors by adoption of an Ordinance creating the San Diego County Consolidated Fire Code) and other applicable and/or relevant local laws and ordinances, as the case may be, in addition to State and national standards in implementing the scope of work set forth in Attachment B, Statement of Work.
- SDCF will provide expert consultation and recommendations to the Fire Chief on matters related to the scope of work set forth in Attachment B, Statement of Work (for example, SDCF will ensure coordination with the District when proposed land divisions, major use permits or projects that involve alternative methods of compliance are proposed within the District.)
- The District's Fire Chief, in consultation with the District's Board of Directors, will provide input to SDCF Fire Marshal's Office on matters related to the scope of work set forth in Attachment B, Statement of Work to ensure that the District's operational needs are met and that any proposed mitigation measures are satisfactory.
- SDCF will provide periodic updates/reports as requested by the Fire Chief related to the ongoing implementation of the scope of work set forth in Exhibit B, Statement of Work. (This may include monthly, quarterly and/or annual reports at the Fire Chief's discretion.)
- SDCF shall provide expert advice and assistance, as necessary in response to citizen inquiries or requests related to the scope of work set forth in Attachment B, Statement of Work.

PLAN REVIEW/INSPECTION/DISCRETIONARY PROJECT REVIEW:

- SDCF shall perform all fire prevention-related functions associated with or related to new residential plan review and inspection requests submitted during the term of this MOA, including plan review and inspection of residential automatic fire sprinkler systems for the District in accordance with the San Diego County Consolidated Fire Code.
- SDCF shall perform all fire prevention-related functions associated with, or related to, new commercial plan review and inspection requests submitted during the term of this MOA, including plan review and

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inspection of commercial fire sprinkler, alarm and detection systems, and specialized fire suppression systems for the District in accordance with the San Diego County Consolidated Fire Code.

- SDCF shall review and provide comments and perform all fire prevention-related functions associated with or related to all new discretionary project permit review requests submitted during the term of this MOA, including the review of technical reports, all site inspections, and project meetings associated with the project for the District.
- The District Fire Chief will assist SDCF staff as requested in representing the District on matters related to this MOA to ensure that the tasks identified in the scope of work set forth in Attachment B, Statement of Work, can reasonably be accomplished.
- SDCF shall assess, collect and retain fees, based on the San Diego County Fire Protection District fee schedule, related to services provided in the scope of work set forth in Attachment B, Statement of Work throughout the term of this MOA.
- SDCF shall ensure that all State-mandated fire inspections are completed in accordance with the California Fire Code. The following occupancies shall be inspected annually:
 - o Group E Occupancies
 - o Groups R-1 and R-2 Occupancies
 - o Group I-3 Occupancies
 - o High-rise Buildings (75 ft. and above)
- SDCF shall ensure that the following inspections are completed in accordance with the California Fire Code:
 - o California State Licensing inspections (for example: R3.1, R2.1, R4 occupancies).
 - o San Diego County Sheriff Licensing inspections (for example: Public Display of Aerial Pyrotechnics, Explosive Storage Permits).
 - o Special Events for which a Permit is required by the County (including associated plan review)
 - o Group A Occupancies
 - o Group I (Institutional) Occupancies
 - o Group H (H87.81'd) Occupancies
- The District shall ensure that the following inspections are completed in accordance with the California Fire Code:
 - o Group B Occupancies
 - o Group S Occupancies

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- o Group M Occupancies
- The District shall provide and maintain a current list of occupancies identified in the scope of work set forth in Attachment B, Statement of Work to SDCF.
- The District shall establish and/or maintain an Engine Company Business Inspection Program throughout the term of this MOA.
- SDCF shall provide reasonable technical support for the District engine company inspection program on an as-needed basis.
- The District shall, upon request, provide Engine Company based or other District personnel to provide reasonable support to assist in implementing the scope of work set forth in Exhibit B, Statement of Work.
- SDCF shall provide all administrative support to ensure that the items identified in the scope of work set forth in Attachment B, Statement of Work of this MOA can reasonably be accomplished, including vehicles, fuel, insurance, office space, computers, phones, forms, and related office supplies.

DEFENSIBLE SPACE:

- The 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"), beginning at Section 68.401 of the County Code, and the provisions of this Defensible Space section of the Scope of Work shall not become effective until the District has adopted such ordinance and such ordinance has taken effect.
- The District shall establish and/or maintain an Engine Company-based Defensible Space Inspection Program.
- The District shall provide personnel to testify at legal proceedings related to forced abatements as requested by SDCF.
- SDCF shall have authority to enforce SDCF ordinance with regard to all vegetation/fire hazard reduction non-compliant properties within the District, including:
 - o Forced abatement.
 - o Filing pending liens.
 - o Obtaining inspection warrants, if required.
 - o Determining legal property ownership and identify entities with financial interest in the subject property.
 - o Posting and mailing of Notice and Orders to abate with proof of service.
 - o Processing of appeals.

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- o Hiring/paying of vendors to perform abatements.
- o Conducting Cost Hearing and all billing and collection for abatement costs.
- o Placement and release liens on subject property.



RESOLUTION 23-03

RESOLUTION OF THE DEER SPRINGS FIRE PROTECTION DISTRICT TO PARTICIPATE IN THE COUNTY OF SAN DIEGO FIRE MITIGATION FEE PROGRAM FOR FISCAL YEAR 2023-2024 AND ADOPT A CAPITAL IMPROVEMENT PLAN FOR THE USE OF FIRE MITIGATION FEE REVENUE

WHEREAS, the Deer Springs Fire Protection District requires long-term fire protection facilities and equipment (Facilities) to provide fire suppression and emergency medical services within the District's boundaries; and

WHEREAS, new development is anticipated in the District, and existing Facilities will be inadequate to provide fire suppression or emergency medical services, creating a situation perilous to public health and safety; and

WHEREAS, to mitigate the impacts caused by new development, the District must improve or expand existing Facilities and/or construct or acquire new Facilities; and

WHEREAS, the District lacks sufficient funds for new or improved Facilities from fund balances, capital facility funds, property tax sources, or any other appropriate source, and annexation and plan check fees charges by the District do not include a payment toward the costs of Facilities as a component of those fees; and

WHEREAS, pursuant to California Government Code Section 66000, et seq. (Mitigation Fee Act), the County of San Diego (County) is authorized to collect a mitigation fee from applicants for new development to defray costs related to Facilities that are incurred due to the development; and

WHEREAS, the County has established fee ceilings for types of construction by Chapter 3 of Division 10 of Title 8 (commencing with Section 810.301) of the County Code of Regulatory Ordinances (Fire Mitigation Fee Ordinance); and

WHEREAS, the District desires to participate in the County's Fire Mitigation Fee (FMF) program; and

WHEREAS, pursuant to Section 66002 of the Mitigation Fee Act, the governing body of a local agency that levies a mitigation fee may adopt a Capital Improvement Plan, which shall be adopted by and annually updated by a resolution at a noticed public hearing; and

WHEREAS, the County's Fire Mitigation Fee (FMF) Ordinance requires that fire agencies participating in the FMF Program adopt a five-year Capital Improvement Plan indicating the approximate location, size, time of availability, and cost estimates for long-term Facilities to be financed with the FMF revenue; and

b. Fiscal Year 2024-2025		
Repayment of General Fund loan for Station 3		\$25,000
c. Fiscal Year 2025-2026		
Repayment of General Fund loan for Station 3		\$25,000
d. Fiscal Year 2026-2027		
Repayment of General Fund loan for Station 3		\$25,000
e. Fiscal Year 2027-2028		
Repayment of General Fund loan for Station 3		\$25,000

BE IT FURTHER RESOLVED that this Resolution supersedes Resolution No. 22-03 adopted February 9, 2022, to participate in the FMF program and Resolution No. 22-06 adopted August 10, 2022, to adopt a Capital Improvement Plan.

Passed and Adopted by the Board of Directors of the Deer Springs Fire Protection District, County of San Diego, State of California, on this 14th day of June, 2023, by the following vote:

AYES:

NAYS:

ABSENT:

ABTAIN:

Approved: _____
Bret A. Sealey
President

Attested: _____
James Gordon
Secretary/Treasurer