



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

February 29, 2024-Special Meeting

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 Kerrin
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. New Business

- a. Station 2 Project Update. EC Constructors, Inc. will provide an update on the Station 2 Project, located at 1321 Deer Springs Road (APN 187-540-42-00), to include design status and other pre construction activities.
Action requested: None; information only.
- b. Station 2 Project California Environmental Quality Act (CEQA) Categorical Exemption Determination. Review related CEQA findings in draft resolution on Project scope of Station 2, located at 1321 Deer Springs Road (APN 187-540-42-00), including completed Biological Resources Review.
Action requested:
 - i. Adopt Resolution 24-01 finding the Project to be categorically exempt from the California CEQA pursuant to Sections 15301, 15302, 15303, and 15304 of the CEQA

Guidelines and that no exceptions to the exemptions apply pursuant to Section 15300.2 of the CEQA Guidelines.

- ii. Authorize Director Gordon to sign related Notice of Exemption for Deer Springs Fire Protection District, the Lead Agency.
 - iii. Instruct legal counsel to file related Notice of Exemption as required.
- c. Select Station 2 tree maintenance and removal performer. Review quotes received for tree maintenance and removal at Station 2, located at 1321 Deer Springs Road (APN 187-540-42-00), and determine the best value option.
Action requested:
- i. Pursuant to Policy C04 – Procurement, accept best value quote from California Tree Service, Inc. for tree maintenance and removal services.
 - ii. Authorize District Administrator to enter into agreement between the District and California Tree Service, Inc. for tree maintenance and removal services.
- d. Station 2 biological monitoring. Determine approach to achieve biological monitoring requirements during all Station 2 Project phases, located at 1321 Deer Springs Road (APN 187-540-42-00), and maintain compliance with a CEQA Categorical Exemption. Action requested: Request Grid Legal, LLP exercise Article 3, Changes and Additional Work, of their agreement with Helix Environmental Planning, Inc. executed on December 14, 2023 on behalf of the District, to provide biological monitoring services for the Station 2 Project not to exceed \$15,000.

6. Adjournment

Members of the public may submit written comments. The public is strongly encouraged to submit their comments on agenda and non-agenda items via e-mail to 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.

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.



RESOLUTION 24-01

RESOLUTION OF THE BOARD OF DIRECTORS OF THE DEER SPRINGS FIRE PROTECTION DISTRICT FINDING THE DEER SPRINGS FIRE PROTECTION DISTRICT'S DEMOLITION AND RECONSTRUCTION OF FIRE STATION NO. 2 PROJECT EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT AND APPROVING THE FILING OF A NOTICE OF EXEMPTION.

WHEREAS, the Deer Springs Fire Protection District ("District") desires to demolish, remove, and rebuild the Fire Station 2 and associated utilities and improvements ("Project") located at 1321 Deer Springs Road in the County of San Diego, CA, APN 187-540-42-00 ("Property");

WHEREAS, the existing fire station and utilities are out of date and need to be replaced to provide more modern facilities that are aligned with the current code requirements, including for earthquake resistance and health and safety of the crew;

WHEREAS, the Project's removal and demolition of the existing fire station includes the removal of four separate buildings (residences, exercise room, a training room, and a berthing area for 2 firetrucks), outdoor courtyards connecting the buildings, accessory structures, landscaping, trees, hardscape, and utilities;

WHEREAS, the Project's removal of existing trees is required to prepare the site for the new fire station and associated utilities, a modern wastewater treatment facility and modern stormwater drainage facility;

WHEREAS, the Project will install an orange construction fence during project construction to mark the limits of construction work areas where they occur which will include a 100 foot buffer from any mapped streams or waterways during the demolition, grading, clearing, construction and operation of the Project;

WHEREAS, the Project will also conduct a pre-construction survey by a qualified biologist no more than 72 hours before the grubbing, clearing, or grading activities to determine if active bird nests are present in the affected areas if the project needs to conduct any grubbing, clearing, or grading during the general avian breeding season; if nests are identified, the Project operator will work with the biologist to avoid the active nests until nesting behavior has ceased, nests have failed, or young have fledged;

WHEREAS, Helix Environmental has prepared a Biological Report attached as Exhibit A to confirm that the removal of the trees will not result in any impact to an officially designated, mapped, or adopted species of concern;

WHEREAS, the Project's construction of the new fire station involves reconfiguring the existing fire station design which consisted of three buildings plus outdoor courtyards into one new enclosed building which will include a covered three-bay apparatus room that accommodates a drive-through system, new sleeping quarters, a kitchen, communal meeting space, and exercise space as well as new parking, hardscape, and landscaping;

WHEREAS, the Project also requires replacement and modernization of existing utilities including the site's stormwater and wastewater treatment facilities;

WHEREAS, the District will be the public agency approving and carrying out the Project since the Project is exempt from the County of San Diego Zoning Ordinance pursuant County Zoning Section 1006(b) because it is a facility that is "financed in whole or in part by the County, leased or contracted by a third party to provide a public purpose, including but not limited ... Fire Stations, or facilities for public services";

WHEREAS, the CEQA Guidelines (California Code of Regulations Title 14, Chapter 3) categorically exempts 33 classes of projects from CEQA;

WHEREAS, the Class 1 categorical exemption (CEQA Guidelines Section 15301(l)(3) and (4)) applies to the Project because it involves the demolition and removal of the existing fire station;

WHEREAS, the Class 2 categorical exemption (CEQA Guidelines Section 15302) applies to the Project because the the existing fire station will be replaced with a new fire station that serves the same purpose as the existing facility (a fire station) and is in a similar footprint and size as the existing facility when accounting for the outdoor courtyard space;

WHEREAS, the replacement of utilities including the replacement of a storm drain open channel with a pipe and stormwater treatment facility (which will require associated grading, clearing, and removal of landscaping) is exempt under Class 3 categorical exemption (CEQA Guidelines Section 15303) because the replaced utilities will be located in approximately the same location and will serve substantially the same purpose and capacity as the existing facilities and the majority of the trees that need to be removed are diseased or dying pursuant to the opinion of an arborist hired by the District, and the removal of the other trees will not impact environmental resources that are mapped and officially adopted pursuant to state, federal or local ordinance (see Exhibit A, Biological Report, Helix Environmental).

WHEREAS, the Class 4 categorical exemption (CEQA Guidelines Section 15304) applies to the Project because it involves the demolition of the existing fire station and movement of soil to accommodate the removal of the existing fire station and construction of the new fire station including associated landscaping which fits under the Class 4 exemption because the grading and clearing associated with buildings and hardscape for the new facility do not involve the removal of any healthy, mature, or scenic trees in the building and hardscape footprint proposed for the Project (removal of the trees is related to the utility improvements in other locations which is exempt under Classes 2 and 3).

WHEREAS, the District's analysis concluded that the Project is exempt from CEQA pursuant to Classes 1, 2, 3, and 4 of the CEQA Categorical exemptions; and

WHEREAS, the District's analysis further concluded that the Project is not subject to any of the exceptions to the exemption set forth in CEQA Guidelines Section 15300.2 because the Project is not located in a mapped and officially adopted area of critical concern (see Attachment A, Biological Report), the Project will not result in any cumulatively significant impacts since it is replacing an existing facility, there are not any unusual circumstances in replacing an existing fire station; there are not any known or perceived historical resources on the Property; the Project would not result in damage to scenic resources within a scenic highway since the project is not located in a scenic highway right of way and any removal of trees are not within the scenic highway right of way.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE DISTRICT HEREBY RESOLVES AS FOLLOWS:

1. That the above recitals are true and correct.
2. That the Governing Board has analyzed the Project and determined, based on its own independent judgment, that the Project is categorically exempt from CEQA pursuant to CEQA Guidelines Section 15301, 15302, 15303, and 15304 and that none of the exemption to the exemption set forth in CEQA Guidelines section 15300.2 apply to the Project.
3. That the District's Secretary is directed to execute the Notice of Exemption (NOE) to be filed with the San Diego County Clerk (County Clerk) and Office of Planning and Research (OPR).
4. Authorize District legal counsel to file the NOE with the County Clerk and OPR.
5. That this Resolution shall be effective as of the date of its adoption.

PASSED AND ADOPTED BY THE FOLLOWING VOTE THIS 29th DAY OF FEBRUARY, 2024

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

Approved:

Bret A. Sealey, President

Attested:

Steve Kerrin, Secretary



CALIFORNIA TREE SERVICE, INC
 P.O. Box 2019
 San Marcos, CA. 92079 - 2019
 Phone: (760) 510-8100 • Fax: (760) 746-2867
 Email: office@caltreeservice.com

ARBOR SERVICE AGREEMENT

Thursday, February 15, 2024

This proposal will be honored for up to thirty (30) days.

JOB ID: PROPOSAL # JOB PO#

PROJECT NAME: **Deer Springs Fire**
 PROJECT ADDRESS: **1321 Deer Springs Rd, San Marcos Ca 92069**

CONTACT: **Liz**
 PHONE: **(760) 749-8001**
 FAX:
 MOBILE:

liz@dsfd.sdcoxmail.com

QTY	TYPE	DESCRIPTION	UNIT	
17	Eucalyptus	Remove	\$ 850.00	\$ 14,450.00
6	Pine	Remove	\$ 850.00	\$ 5,100.00
6	Brazilian Pepper	Remove	\$ 500.00	\$ 3,000.00
4	Oak	Remove	\$ 500.00	\$ 2,000.00
2	California Pepper	Remove	\$ 700.00	\$ 1,400.00
1	Mexican Fan Palm	Remove	\$ 500.00	\$ 500.00
1	Dead Oak	Remove	\$ 1,200.00	\$ 1,200.00
				\$ -
37	Stumps	Stumpgrind	\$ 250.00	\$ 9,250.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
<i>Net 30 Days</i>			GRAND TOTAL	\$ 36,900.00
<i>A 1.5% late fee will be charged on all past due accounts.</i>				

BILLING INFORMATION

RESPONSIBLE PARTY/OWNER:
 ATTENTION:
 STREET ADDRESS:
 SUITE/APT/PMB:
 CITY/STATE/ZIP:
 WORK #:
 FAX#:

Contractor License #696749
Certified Arborists #WE-13336A
SBE #25267
DIR 1000009174
AGC Member

Initials	
MP	_____
CTS	Customer

TERMS AND CONDITIONS

This **Agreement** is made by and between California Tree Service Inc (a California Corporation) hereinafter referred to as "**CTS**" and the responsible party listed, hereinafter referred to as "**Customer**."

Customer is the owner and/or the authorized representative of the owner of that certain real property as described above. Customer guarantees that the trees quoted are either his own or that he has received written permission to work on trees which are not his own.

SERVICES: CTS shall provide all labor, tools, & materials necessary to perform the services required by this Agreement as described above. All work will be performed to ANSI A300. Unless otherwise agreed to by CTS and Customer in writing, the following services will be provided:

- a. Complete removal of tree to within 6" of ground level and clean-up of all debris (unless otherwise stated). Additional charges will be levied for unseen concrete or metal in tree upon notification of owner. Some minor lawn damage may occur. It is the owner's responsibility to clearly mark all trees to be removed.
- b. Firewood *will not* be split.
- c. The tree stump is to be ground to below ground level, no more than 12". Stump hole will be filled with stump chips (unless otherwise stated) and spread evenly.
- d. Existing debris to remain unless specifically negotiated in above contract details.

SCHEDULING is dependent on weather conditions and work loads. Unless previously arranged with CTS, our crew will present itself unannounced on the scheduled day. If access is unattainable, Customer will be charged a two-hour "time and materials" charge. Due to variables in connection with this type of work, times for crew arrival are estimates only.

INSURANCE AND PERMITS CTS has Workers' Compensation and General Liability Insurance. For proof of insurance, please allow one (1) week for an original certificate to be mailed or, if sufficient, a copy can be faxed to Customer. All necessary permits for work performed by CTS, if required, shall be obtained by the responsible party.

AMENDMENTS AND/OR CHANGES Any amendments, changes, additions or deletions, including but not limited to "Change Orders," to this agreement shall be required to be in writing and shall be authorized and in effect only upon the execution by an authorized representative of CTS and an authorized representative of Customer. Employees of CTS are not authorized, and may not perform, any labor or services not specifically set forth within the described schedule of services set forth within this Agreement or any attachments to this Agreement describing services to be rendered.

LIMITATIONS OF LIABILITY

- a. CTS agrees to use its "best efforts" to provide the services set forth here in a prompt manner. However, CTS shall not be held liable for any damages, whether directly or indirectly caused by acts of nature and/or acts of third parties.
- b. CTS agrees to comply with the limitation liability upon a complete walk-through with the Customer. If, for any reason, a complete walk-through inspection is not done, CTS will not be responsible for any other damages done to that property.
- c. CTS is not responsible for the condition of the trees being serviced; however, those trees that are diseased will be identified to Customer and the appropriate treatment recommended.
- d. Due to the recent outbreak activity in palm diseases, CTS will take all measures necessary to avoid the spread or infection of any palm tree that we trim. If the tree(s) is(are) infected, CTS will not be held responsible for any disease damage or replacement liability.
- e. CTS will not be responsible for damage to landscape, underground irrigation (sprinklers, etc) that may occur during the tree trimming and/or removal process or any ground clearing work.

DELAYS CTS shall be excused for any delays or defaults by CTS in performance of this Agreement caused by the acts of the Customer or Customer's agents, acts of any governmental authority, acts of God, the elements, war conditions, commercial shortage of required labor or materials, litigation, labor disputes, extra work, failure of Customer to make payments when due promptly, or other contingencies unforeseeable by or beyond the control of CTS.

CUSTOMER RESPONSIBILITIES Customer shall be responsible for the location of property lines, easements, and providing access for CTS. Work stoppage and/or change of work due to property line disputes or accessibility shall be treated as additional work and so charged. Customer shall be responsible for the location and depth of underground and overhead utility lines and systems. In compliance with Federal and State Law, Customer agrees to make drinking and toilet facilities available to all workers or compensate CTS for cost of rented units. Customer agrees to provide electricity and water at jobsite as may be required by CTS to work herein.

HAZARDOUS MATERIALS The removal of hazardous material and hazardous waste requires special procedures, precautions, and/or licenses. Unless the contract calls for the removal, disturbance, or transportation of such material, CTS will not be responsible and shall immediately stop work if such substances are encountered in the course of its work.

RIGHT TO STOP WORK CTS shall have the right to stop work if any payment due shall not be made under this Agreement. Such action by CTS shall not, in any manner, be deemed a break of this Agreement by CTS.

MP	Initials
CTS	Customer

PRELIMINARY NOTICE AND MECHANIC'S LIEN RIGHTS Customer acknowledges this Agreement shall constitute preliminary notice required as a condition precedent to the recording of a Mechanic's Lien pursuant to Civil Code Section 3097. Under California Mechanic's Client Law, any contractor, subcontractor, laborer, supplier, or other person who helps to improve your property, but is not paid for his/her work or supplies, has a right to enforce a claim against your property. This means that after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your contractor in full if the subcontractors, laborers, or suppliers remain unpaid. Civil Code Section 3109, et sec.

DISPUTE RESOLUTION/BINDING ARBITRATION In the event a controversy develops between CTS and Customer with respect to the matters arising out of this Agreement, which cannot be resolved between the parties, then it is agreed that the matter shall be submitted to binding Arbitration. Arbitration shall be before a one-panel arbitrator of the American Arbitration Association located in San Diego County, California.

INUREMENT This Agreement shall inure to the benefit of and be binding upon the heirs, executors, representatives, and assigns of the parties hereto.

INTEGRATION This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior and contemporaneous arrangements. Any term not set forth in this Agreement is of no force and effect and shall be voidable by the party against whom the term would operate. Neither this Agreement nor any part thereof may be modified unless by a writing signed by all parties hereto.

NOTICES Any notice required or permitted under this Agreement shall be given by first class mail, certified, return receipt requested at the address of CTS and Customer set forth herein. If either party changes its address, that party shall bear the burden to provide the other party with written notice of the change.

GOVERNING LAW This Agreement shall be construed in accordance with and governed by the laws of the State of California existing from time to time.

FINANCE CHARGE All invoices over 30 days late will be subject to a 1/5% per month finance charge.

California Tree Service, Inc. does not intend on using a sub-contractor on any portion of this contract, but California Tree Service Inc reserves the right to use a sub-contractor for any portion of this contract at no extra charge to General Contractor/Owner.

We are not bidding this job as a Union Contractor or Prevailing Wage work. If job becomes Union or Prevailing Wage, General Contractor/ Owner will pay all Union fees, prevailing wages, dues, and any extra costs associated with Union signature companies or prevailing wages.

California Tree Service, Inc. recognizes the American National Standards Institute (ANSI) A300 Pruning Standards, ANSI Z133.1 Safety Standards, International Society of Arboriculture (ISA) Tree Pruning Guidelines and ISA Best Management Practices as benchmark standards for tree pruning and maintenance. California Tree Service, Inc. does not top trees which is inclusive of ANSI A300 Pruning Standards.

Executed as of the day and year first above written by:

CALIFORNIA TREE SERVICE, INC.

CUSTOMER

Matt Preston

PRINT NAME

PRINT NAME

Arborist/Estimator

TITLE

TITLE

DATE

DATE

SS HDZ TREE CARE INC

STATE LIC# 1081496

www.sshdztreecareinc.com

(760) 751-3071

DATE Item 5(c)

2-21-24

No. 1912

ESCONDIDO CA

Name

Address 1321-Deer Spring RD

Phone (760) 749-8001

Qty.	Service	Amount
36	Trees - Removal AND HAULING BRUSH - TO DUMP - CLEANING property	19,000
40	STAMS REMOVAL FROM - PROPERTY	6,800
CELL. SERGIO H - (760) 908 6950		

Deposit

Balance

Tax

TOTAL \$ 25,800

Signature:



SSHDZTR-01

RCARDE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/18/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0L78660 Rock 10 Insurance Services P O Box 15608 San Diego, CA 92175	CONTACT NAME: PHONE (A/C, No, Ext): (866) 376-2510 FAX (A/C, No): (866) 376-2511 E-MAIL ADDRESS: service@rock10insurance.com	
	INSURER(S) AFFORDING COVERAGE INSURER A : Insurance Company of the West NAIC # 27847 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
INSURED SS HDZ Tree Care Inc 310 Via Vera Cruz Ste 103 San Marcos, CA 92078		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (EA occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WSD 5074685 00	12/19/2023	12/19/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 This document is for proof of coverage and/or bidding purposes only.
 Owner(s) excluded for Worker's Compensation coverage.
 Please contact the agent to verify coverage.

CERTIFICATE HOLDER PROOF OF INSURANCE	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

HELIX Environmental Planning, Inc.
7578 El Cajon Boulevard
La Mesa, CA 91942
619.462.1515 tel
619.462.0552 fax
www.helixepi.com



November 30, 2023

Stephanie Smith, Partner
Grid Legal, LLP
1330 Camino del Mar
Del Mar, CA 92014
Stephanie@gridlegal.com | 619-717-1670

Subject: Letter Proposal/Agreement to Provide Biological Consulting Services for the Deer Springs Fire Station Project

Dear Stephanie Smith:

HELIX Environmental Planning, Inc. (HELIX) is submitting this letter proposal/agreement (Agreement) to Grid Legal, LLP (Client) to provide biological consulting services for the Deer Springs Fire Station Project (project) located in unincorporated San Diego County (County), California for the redevelopment of a fire station.

SCOPE OF SERVICES

Task 1 Biological Survey and Letter Report. HELIX will conduct a records search to locate sensitive biological resources known from the project site and the project vicinity, and will prepare base maps for use in the field. A HELIX biologist will conduct a general biological survey of the site to map vegetation, potential jurisdictional waters, and sensitive resources observed during the survey. Based on the information gathered during the site visit, HELIX will prepare a Biological Resource Letter Report to be submitted to the County. This report will: describe the survey methods employed, present the results of the fieldwork, assess the potential for additional sensitive resources to occur on-site, identify potential regulatory issues related to the resources on-site, calculate project impacts (including fire clearing), address Draft North County Multiple Species Conservation Plan Subarea Plan requirements, and recommend potential mitigation measures per County requirements. Client will provide a site plan that includes grading (including remedial) and brush management for the project. This site plan will be analyzed for impacts based on County requirements and thresholds. This task assumes analysis of only one version of the site plan and only one round of minor revisions. This task does not include focused species surveys or a formal jurisdictional delineation. Major or multiple revisions may require additional authorization.

Letter Agreement to Stephanie Smith
November 30, 2023

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SCHEDULE

HELIX will work with Client in a timely and professional manner in accordance with the Terms and Conditions attached and incorporated herein by reference as Exhibit A. These Terms and Conditions are a material part of this Agreement.

COST ESTIMATE AND PAYMENT PROCEDURES

HELIX submits this cost estimate not to exceed \$10,200. As you are a new Client, HELIX requires a retainer payment of \$2,000 prior to the project's commencement, which would be applied to the final invoice. However, if outstanding invoices or billed time totals more than \$2,000 at any time, HELIX will stop work until payment is received. All work shall be invoiced on a time-and-materials basis pursuant to Exhibit B, Schedule of Fees. Payment terms are net 30 days pursuant to the Terms and Conditions referenced herein.

ASSUMPTIONS AND LIMITATIONS

The following assumptions and limitations are a material component of this Agreement.

- Client will provide HELIX with current available digital baseline data and project plans for producing all maps and graphics, which should be submitted in one of the following formats: .dxf, .dwg (AutoCAD), .dgn (Microstation), .shp (ArcView shapefiles), .gdb (ArcGIS geodatabase) or .kmz (Google Earth). In some cases, .pdf files will be acceptable.
- Costs associated with public meetings, biological surveys, and/or permit preparation and processing not specifically described in Task 1 above ("additional work") are not included within the scope of services required of HELIX under this Agreement.
- Once preparation of the screencheck draft document has begun, no changes to the project design will occur such that major revisions to the project description or re-analysis of any environmental issue will be required.
- Client will identify all potential off-site components associated with the project prior to HELIX conducting the site assessment.
- Client is responsible for ensuring that technical reports that are provided to HELIX for the public record by any party not under subcontract to HELIX are consistent with the document accessibility requirements of the Americans with Disabilities Act (ADA), Section 508 of the Rehabilitation Act, and any similar requirements.
- HELIX is committed to meeting accessibility requirements for the ADA and Section 508 of the Rehabilitation Act for public-facing digital document deliverables. Information presented from third-party sources (e.g., California Emissions Estimator Model outputs) and documents prepared using the strike-out underline feature, a standard for annotation of final CEQA documents, may not achieve the full level of accessibility.

Letter Agreement to Stephanie Smith
November 30, 2023

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EXECUTION OF AGREEMENT

This quote is good for 30 days from the date of this letter. This Agreement will become a contract upon HELIX's receipt of this original, including any Exhibits, signed by an authorized representative of Client and receipt of retainer payment.

We look forward to working with you on this project. If you have any questions concerning this Agreement, please contact your Project Manager, Katie Duffield or me at (619) 462-1515 or KatieD@helixepi.com.

Sincerely,



Beth Jolie Martinez
Biology Group Manager

Enclosures: Exhibit A, Terms and Conditions
 Exhibit B, Schedule of Fees

Letter Agreement to Stephanie Smith
November 30, 2023

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I hereby authorize HELIX to begin work in accordance with this Agreement and the attached Terms and Conditions and Schedule of Fees.

GRID LEGAL, LLP

A ___ corporation, OR a ___ limited liability company, OR a X general partnership or limited partnership (select one).

Signed by: Stephanie Smith Printed: Stephanie Smith
 Title: Partner Date: 12/14/23

To expedite Agreement processing, the following information is **required**:

<u>Project Manager</u>	<u>Accounts Payable</u>
Name: _____	Contact/Name: <u>Deer Springs Fire Protection District</u>
Address (if different from p.1) _____	Address (if different from p.1) <u>8709 Circle R Drive Escondido, CA 92026</u>
_____	_____
Phone: _____	Phone: _____
Email: _____	Fax: _____
	Email: <u>jegordon888@gmail.com</u>

Deer Springs Fire Station

Please mail, email, or fax all pages to "ATTN: Controller" at the address or number below. If using your own contract format, please attach and return it with this Agreement.

Address: HELIX Environmental Planning, Inc.
7578 El Cajon Boulevard
La Mesa, CA 91942
 Email: KristinO@helixepi.com
 Fax: 619.462.0552

EXHIBIT A
TERMS AND CONDITIONS



The following Terms and Conditions are made a part of the letter agreement/proposal (Agreement) between HELIX and Client and supersede any conflicting Terms and Conditions proposed by Client, unless HELIX agrees to such Terms and Conditions in writing.

ARTICLE 1. SCOPE OF WORK AND STANDARD OF PERFORMANCE

HELIX will perform the work outlined in the Agreement and any services approved by Client under Article 3 (the Services). HELIX will strive to perform the Services in a manner consistent with that level of care and skill ordinarily exercised by reputable members of HELIX's profession practicing at the time under similar conditions in the geographic area of Client's project. HELIX makes no other representation, expressed or implied, nor no other warranty or guarantee under this Agreement or in any report, opinion or document provided hereunder.

ARTICLE 2. COMPENSATION

Client agrees to pay HELIX compensation for the Services in accordance with the rates set forth in Exhibit B. HELIX shall invoice Client monthly or as otherwise agreed. Client agrees to pay HELIX within thirty (30) days of the date of invoice. If payment is not paid when due, then such sum shall bear interest at 1½ percent per month on the unpaid balance, not to exceed the maximum legal rate of interest.

ARTICLE 3. CHANGES AND ADDITIONAL WORK

Client may request or HELIX may recommend or request, verbally or in writing, a change in the scope in excess of or in addition to the Services ("additional work"). As soon as practical after such request or recommendation, HELIX shall forward to Client a proposal of the costs for such additional work and any adjustment to the payment schedule and time for performance. Client shall approve or disapprove the proposal, in writing. If approved, HELIX shall perform the extra work in accordance with the Terms and Conditions herein.

Notwithstanding the foregoing, however, if Client verbally approves the extra work and HELIX has performed the same, then Client agrees to pay HELIX the amount and pursuant to the payment schedule as set forth in its proposal.

ARTICLE 4. LIMITATION OF LIABILITY

Recognizing the relative risks and benefits of the project for which the Services are being performed, Client agrees to limit the liability of HELIX, its directors, officers, employees, agents and subcontractors for any and all injuries, claims, losses, expenses or damages (including incidental or consequential damages) arising out of or in any way related to the Services or the project hereunder, to the lesser of (a) fifty thousand dollars (\$50,000) or (b) the total compensation for the Services hereunder. Such liability includes HELIX's negligence, errors or omissions, strict liability and breach of contract or warranty. Any claim against HELIX hereunder shall be brought within one (1) year of the completion of the Services herein.

ARTICLE 5. TERMINATION

Either party may terminate this Agreement, either in whole or in part, without cause, by giving the other party thirty (30) days written notice. In such event, Client will pay HELIX for all work performed by it prior to the notice of termination.

In the event of a default, the non-defaulting party shall give the defaulting party ten (10) days' written notice of default. "Default" includes Client's failure to pay HELIX sums due, including additional work pursuant to Article 3. The defaulting party's failure to cure the breach within said ten- (10-) day period shall constitute a material breach of this Agreement and termination of the Agreement.

ARTICLE 6. SUSPENSION OF WORK

Client may suspend the Services, in whole or in part, by giving HELIX reasonable, written notice specifying the work to be suspended. Upon receipt of notice, HELIX shall suspend the work requested and Client shall pay for all Services through the date of suspension and any costs incurred by HELIX in suspending the work.

Thereafter, Client may notify HELIX of its intent to recommence the suspended Services. HELIX will promptly provide Client with any adjusted costs and schedule and, upon Client approval, HELIX shall recommence the Services previously suspended.

ARTICLE 7. PROPRIETARY INFORMATION

HELIX agrees not to disclose to any third person, nor use for the benefit of anyone other than Client, any data, records, financial information or other confidential or proprietary information, marked as such in writing, arising out of or related to the performance of the Services (Proprietary Information). Client similarly agrees not to disclose to any third person, nor use for the benefit of anyone, Proprietary Information of HELIX.

ARTICLE 8. COMPLIANCE WITH LAWS

HELIX shall comply with and observe applicable federal, state and local laws, ordinances, rules, and regulations having jurisdiction over HELIX or the performance of the Services in effect during the term of this Agreement.

ARTICLE 9. FORCE MAJEURE

Client will grant extensions of time and increase the compensation to HELIX to the extent that HELIX's performance hereof is delayed due to an uncontrollable force. The term "uncontrollable force" shall mean any cause beyond the control of HELIX making it impracticable or unable to perform such obligation, including but not limited to natural catastrophes, restraint by court order or public authority and action or nonaction by, or inability to obtain the necessary authorizations or approvals from, any governmental agency or authority which, by exercise of due diligence, HELIX (a) could not reasonably have been expected to obtain or (b) has been unable to overcome. HELIX will notify Client immediately of any such delay or anticipated delay, and Client will extend the date of performance for a period equal to the time lost by reason of the delay and will make an equitable adjustment to the compensation in Article 2.

ARTICLE 10. INSURANCE

HELIX maintains the following insurance: (a) Workers' Compensation insurance – statutory limits; (b) Comprehensive Automobile Insurance – combined bodily injury and property damage limit of one million dollars (\$1,000,000) each occurrence; (c) Comprehensive General Liability Insurance – combined bodily/personal injury and property damage limit of one million dollars (\$1,000,000); (d) Professional Liability & Contractors Pollution Legal Liability – limit of one million dollars (\$1,000,000) each occurrence; (e) Excess Umbrella Liability – limit of two million dollars (\$2,000,000) each occurrence. Upon Client's request, HELIX will furnish evidence that such insurances are in effect. If additional coverage or increased limits of liability is desired, Client may make such request prior to the start of work. HELIX will attempt to obtain the requested coverage or limits, and Client agrees to pay for any additional costs of insurance within ten (10) days of the date of invoice.

ARTICLE 11. AVAILABILITY OF LAND, DATA AND DIFFERING SITE CONDITIONS (for contracts involving field or construction services)

Client shall furnish the site or obtain access to any site not owned by Client. Client shall notify HELIX of any encumbrances or restrictions specifically related to use of the site with which HELIX must comply in performing the Services. Client will obtain in a timely manner and pay for any fees or charges associated with site access or the encumbrances. Client shall furnish HELIX with a current legal description of the lands upon which the Services are to be performed and Client's interest therein as necessary for giving notice of or filing a mechanic's lien against such lands.

HELIX may rely upon the accuracy of the data contained in Reports and Drawings furnished to it by Client or Client's engineer. Reports and Drawings are defined as (a) reports of explorations and tests of subsurface conditions at or contiguous to the site that have been used by the engineer in documents provided to HELIX; and (b) drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (including underground facilities) that Client or Client's engineer has used in preparing documents provided to HELIX.

If HELIX believes that any subsurface or physical conditions at or contiguous to the site that are uncovered or revealed either (a) is of such a nature as to establish that data on which HELIX is entitled to rely as provided above is materially inaccurate; or (b) is of such a nature as to require a change in the contract; or (c) differs materially from that shown or indicated in documents provided to HELIX by Client or others; or (d) is of an unusual nature and differs materially from conditions ordinarily encountered in work of the character provided for in this contract, then HELIX shall promptly, after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any work in connection therewith (except in the event of an emergency), notify Client or its engineer in writing about such conditions. Thereafter, Client or Client's engineer will investigate the conditions. If the existence of the differing site conditions causes an increase in HELIX's cost of or time required for performance of the work, HELIX will receive an equitable adjustment to the contract price and schedule.

HELIX will not be responsible for any hazardous environmental conditions uncovered or revealed at the site. If such conditions are encountered, HELIX shall immediately stop all work and notify Client or Client's engineer. HELIX shall not be required to resume work in connection with such conditions until Client has obtained any required permits and advised HELIX in writing of such conditions and any affected area is or has been rendered safe for the resumption of work; or has specified any special conditions under which such work may be resumed safely; and HELIX shall receive an adjustment to the contract schedule and price accordingly.

ARTICLE 12. GOVERNING LAW AND ARBITRATION

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Any controversy or claim arising out of or relating to this Agreement shall be settled by binding arbitration administered by and pursuant to the Commercial Rules of the American Arbitration Association then in effect. Any such proceedings shall take place in San Diego, California. In any action or proceeding hereunder, the prevailing party shall be entitled to recover attorneys' fees, filing fees, expert witness fees and other costs of arbitration or suit.

ARTICLE 13. NOTICES

Any notice from one party to another shall be in writing and delivered personally, by facsimile or by United States mail, registered or certified, return receipt requested, postage fully pre-paid, to the addresses as set forth in the Agreement to the attention of the signatory of this Agreement.

Any notice shall be deemed delivered upon personal service or, if mailed, on the delivery date or attempted delivery date shown on the return receipt. If any party changes its address, such party shall notify the other party as provided in this article.

ARTICLE 14. MISCELLANEOUS

14.1 Successors and Assigns: This Agreement is binding upon and shall inure to the benefit of the parties and their respective successors-in-interest, assigns and transferees. Neither party can assign this Agreement without the prior written consent of the other party.

14.2 Counterparts: This Agreement may be signed in two or more counterparts, each of which shall constitute an original, but all of which shall be one in the same document.

With the Agreement, these Terms and Conditions and any attached Exhibits constitute the complete and entire contract between the parties and supersedes any previous communications, representations or agreement, whether oral or written, with respect to the subject matter hereof.

EXHIBIT B
SCHEDULE OF FEES



CONSULTING SERVICES

Consulting services performed by HELIX typically include, but are not necessarily limited to, office, field, meetings, hearings, and travel time. Consulting services for expert witness review, deposition, and/or testimony will be provided at one and one-half times our standard rates. Overtime also may be charged at one and one-half times our standard rates.

DIRECT COSTS

Certain identifiable direct costs will be charged to the project at cost plus ten percent. Examples of direct costs include subconsultants, vehicle or equipment rentals, airplane and train fares, parking, per diem and lodging, mileage (at IRS rates), communications, reproduction, and supplies. A 4-wheel drive premium will be charged at \$25 per project day. There will be additional charges for use of noise monitors, GPS, and other field equipment, as well as for plotting, color printing, and aerial photographs.

Payment

Invoices will be submitted monthly. Payment on invoices is due within thirty days of receipt.

PROFESSIONAL RATES

Current hourly rates for consulting services:

Principal	\$290-310
Principal Planner	\$240-300
Principal Regulatory Specialist	\$240-300
Principal Biologist	\$235-300
Principal Acoustician	\$215-225
Principal Landscape Architect	\$190-210
Principal Cultural Resources Specialist	\$200-220
Safety Manager	\$210-220
Senior Noise/Air Quality Specialist	\$195-230
Senior Project Manager I-III	\$165-230
Senior Env Planner	\$150-170
Senior Scientist	\$160-210
Senior Regulatory Specialist	\$160-170
Project Manager I-III	\$135-185
Assistant Project Manager	\$100-145
Regulatory Specialist	\$110-160
Environmental Compliance Specialist	\$190-210
Environmental Planner I-III	\$105-135
Biologist I-V	\$100-170
Noise/Air Quality Specialist	\$135-155
Environmental Compliance Specialist	\$85-125
Senior Archaeologist	\$125-170
Senior Architectural Historian	\$165-175
Senior Archaeology Field Director	\$135-145
Archaeology Field Director	\$125-135
Asst. Archaeology Field Director	\$95-115
Architectural Historian	\$120-155
Staff Archaeologist	\$90-135
Principal Landscape Architect	\$160-230
Project Landscape Architect	\$130-160
Landscape Planner I-III	\$110-120
Landscape Designer	\$105-110
Senior GIS Specialist	\$160-190
GIS Specialist I-III	\$115-150
Safety Manager	\$215-225
Graphics	\$115-125
Technical Editor	\$110-125
Operations Manager	\$100-140
Word Processor I-III	\$90-100
Clerical	\$75-85

Rates are subject to change on a yearly basis