



San Miguel Consolidated Fire Protection District
Regular Meeting of the Board of Directors
2850 Via Orange Way, Spring Valley, CA 91978

AGENDA

Wednesday, November 13, 2024 - 5:30 p.m.

MEETINGS - The Board meets regularly on the 2nd Wednesday of each month at 5:30 p.m. The District reserves the 4th Wednesday of each month for an additional Regular Meeting if needed. Special and Emergency meetings may be scheduled as needed, and notification of cancelled meetings will be posted on the District website.

AGENDA - Agenda items shall be addressed in the published order unless a member of the Board or a member of the public requests a specific item to be taken out of order, and the Board agrees to do so.

COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (US CODE TITLE 42) - If you need accommodation to participate in the meeting, please call or email and Board Clerk Shayna Rians will coordinate arrangements: (619) 670-0500 or info@sanmiguelfire.org.

PUBLIC COMMENT - The public may attend meetings in person, complete a speaker slip, and bring an item not on the agenda forward; however, the Board will not be able to take any action at this meeting. If appropriate, the item will be referred to the Board and/or Fire Chief to determine if the item will be placed on a future Board agenda. The Board may not discuss items from Board members or Staff, but, if appropriate, will be placed on a future Board agenda. A three (3) minute period shall be allotted to each person addressing the Board to facilitate business proceedings.

MEETING MATERIALS (GOVERNMENT CODE §54957.5 AND AB 2647) - Documents provided to members of a Brown Act body in the 72 hours before a meeting (i.e., after the agenda is typically posted) are available to the public at the same time they are provided to the board members. Agenda and supporting documents are available online at <https://www.sanmiguelfire.gov/board-meetings>.

CALL TO ORDER AND ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMENT

SPECIAL PRESENTATIONS

- Chief Lawler will recognize Captains Ferguson, Fournier, and Romenesko for their work at the Heartland 37th Academy, and Chaplain Helewa for his contributions to the District and Central Zone.
- Chief Lawler will discuss Station 19 and introduce Realtor Leslie Melilli.

1. CONSENT AGENDA ITEMS

1.1 Approval of the Minutes Regular Meetings of October 9, 2024 and October 23, 2024

1.2 Approval of Director Stipends.

2. CLOSED SESSION

2.1 Conference with Labor Negotiator (GOV §54957.6)

Agency Negotiators: Directors McKenna, Muns, Robles, and Attorney Joseph Sanchez
Employee Organization: Association of San Miguel Firefighters IAFF Local 1434

2.2 Conference with Labor Negotiator (GOV §54957.6)

Agency Negotiators: Directors McKenna, Muns, Robles, and Attorney Joseph Sanchez
Employee Organization: Chief Officer's Association of San Miguel

2.3 Conference with Labor Negotiator (GOV §54957.6)

Agency Negotiators: Directors McKenna, Muns, Robles, and Attorney Joseph Sanchez
Unrepresented Employees: Non-Safety Professionals Association

2.4 Conference with Labor Negotiator (GOV §54957.6)

Agency Negotiators: Directors McKenna, Muns, Robles, and Attorney Joseph Sanchez
Unrepresented Employees: Division Chief, Fire Marshal, Administrative Officer/Finance Officer, Fire Services Officer

3. INFORMATIONAL AGENDA ITEMS

3.1 Facilities Updates – Division Chief Riley will provide an update to the Board

3.2 Quarterly Division Updates – Administration

4. ACTION AGENDA ITEMS

4.1 Resolution 24-49 – The Board may consider approving a service agreement with MPA Architects via Resolution 24-49 (tabled at the meeting on October 23, 2024).

4.2 Items Pertaining to Community Facilities District 2022-1 Annexation

4.2.1 Public Hearing – Community Facilities District 2022-1 Annexation 8 (Parcel 484-091-42-00) – The Board will conduct a public hearing pertaining to Annexation 8 into CFD 2022-1.

4.2.2 Resolution 24-51 – The Board will consider approving Resolution 24-51, Calling a Special Election and Submitting the Qualified Electors of Territory Proposed to be Annexed to the San Miguel Consolidated Fire Protection District, Community Facilities District 2022-1, County of San Diego, State of California the Question of Levying Special Taxes Within That Territory (Annexation 8).

4.2.3 Resolution 24-52 – The Board will consider approving Resolution 24-52, Declaring Results of Special Landowner Election and Directing Recording of Notice of Special Tax Lien for San Miguel Consolidated Fire Protection District Community Facilities District 2022-1 Annexation 8.

4.2.4 First Reading of Ordinance 24-07 (Annexation 8).

5. REPORTS

5.1 Committee Reports

5.2 Directors' Reports

5.3 Fire Chief Report

5.4 Association of San Miguel Chief Officers Communications

5.5 Association of San Miguel Firefighters Communications

5.6 Correspondence

ACTION PLAN RECAP

NEXT MEETING – Regular Meeting, Wednesday, December 11, 2024, 5:30 p.m., District Headquarters

ADJOURNMENT

CERTIFICATION OF POSTING I certify that on November 8, 2024, a copy of the foregoing agenda was posted on the District's website and near the meeting place of the Board of Directors of the San Miguel Consolidated Fire Protection District, said time being at least 72 hours in advance of the Board of Directors meeting (Government Code §54954.2). Executed at Spring Valley, California on November 8, 2024

/s/ *Shayna Rians*
Shayna Rians, Board Clerk

San Miguel Consolidated Fire Protection District

Regular Meeting of the Board of Directors

MINUTES

Wednesday, October 9, 2024 - 5:30 p.m.

Vice President McKenna called the meeting to order at 5:30 p.m.

BOARD MEMBERS PRESENT Directors McKenna, Nelson, Pierce, Raddatz, and Woodruff

BOARD MEMBERS ABSENT Directors Muns and Robles

STAFF PRESENT Fire Chief Lawler, Administrative Officer/Finance Officer Harris, Fire Marshal Newman, and Executive Assistant/Board Clerk Rians.

Director Raddatz led the Pledge of Allegiance

APPROVAL OF AGENDA

By Board Consensus, the agenda was approved.

The Agenda for the Regular Meeting of October 9, 2024, was posted at District Headquarters on Friday, October 4, 2024, at 5:00 p.m.

PUBLIC COMMENT

None.

1. ACTION AGENDA ITEMS

1.1 Resolution 24-46 – The Board of Directors will consider adopting Resolution 24-46 declaring intent to annex property into existing CFD 2022-1 (Annexation 8, Parcel 484-091-42-00).

Upon a motion by Director Pierce, second by Director Nelson, and vote (unanimously in favor with Directors Muns and Robles absent), Resolution 24-46 was approved.

ACTION PLAN RECAP

Staff to schedule Public Hearing, Election, and First Reading of Ordinance 24-07 for the November 13, 2024 Board Meeting, and publish notice of public hearing in the newspaper in accordance with Government Code.

*The next Board Meeting will be a Regular Meeting on **October 23, 2024, at 5:30 p.m.**, District Headquarters.*

Vice President McKenna adjourned the meeting at 5:32 pm.

Minutes approved at the Regular Meeting of the Board of Directors, San Miguel Consolidated Fire Protection District, on November 13, 2024.

Jesse A. Robles, Board President

Attest:

Shayna Rians, Board Clerk

San Miguel Consolidated Fire Protection District

Regular Meeting of the Board of Directors

MINUTES

Wednesday, October 23, 2024 - 5:30 p.m.

President Robles called the meeting to order at 5:30 p.m.

BOARD MEMBERS PRESENT Directors McKenna, Muns, Nelson, Pierce, Raddatz, Robles, and Woodruff

BOARD MEMBERS ABSENT None

STAFF PRESENT Fire Chief Lawler, Division Chiefs Durrell and Riley, Administrative Officer/Finance Officer Harris, Fire Marshal Newman, and Administrative Analyst DeRobertis

Director McKenna led the Pledge of Allegiance

APPROVAL OF AGENDA

By Board Consensus, the agenda was approved.

The Agenda for the Regular Meeting of October 23, 2024, was posted at District Headquarters on Friday, October 18, 2024, at 5:00 p.m.

PUBLIC COMMENT

None

1. CONSENT AGENDA ITEMS

Upon a motion by Director Woodruff, second by Director Raddatz, and vote (unanimously in favor), the Consent Agenda was approved.

- 1.1 Approval of the Minutes Regular Meeting of September 11, 2024.
Regular Meeting of September 25, 2024.

- 1.2 Approval of Director Stipends.

- 1.3 Review the Quarterly Information Technology Access Log.

- 1.4 Approval of Resolution 24-47 – A Resolution of the Board of Directors of the San Miguel Consolidated Fire Protection District Adopting a Conflict-of-Interest Code Pursuant to the Political Reform Act of 1974 and Rescinding All Previous Codes of the District.

- 1.5 CSDA Bylaws Update – The Board of Directors may elect to vote in favor of an update to CSDA Bylaws.

2. INFORMATIONAL AGENDA ITEMS

- 2.1 Facilities Updates – Division Chief Riley presented a PowerPoint that included an update on all facilities and the groundbreaking of new Station 18.

3. ACTION AGENDA ITEMS

- 3.1 Resolution 24-48 ~ The Board may consider awarding a contract for Grading, Public Improvements & Utilities at Station 18 via Resolution 24-48.

There was discussion among the Board and Chiefs regarding contracts and legal review.
Upon a motion by Director Raddatz, second by Director Nelson, and vote (unanimously in favor), Resolution 24-48 was approved.

- 3.2 Resolution 24-49 ~ The Board may consider approving a service agreement with MPA Architects Entering into a service agreement with MPA Architects via Resolution 24-49.

Agenda Item 3.2 was tabled for a future meeting.

- 3.3 Resolution 24-50 ~ The Board will consider approving additions to the Board Policy Manual via Resolution 24-50.

Upon a motion by Director Muns, second by Director McKenna, and vote (unanimously in favor), Resolution 24-50 was approved.

4. REPORTS

4.1 Committee Reports

Director Robles reported that the Negotiations Committee is on track to meet with everyone by the end of the month. Director Robles also reported on behalf of the Government Affairs Committee, sharing multiple elected officials supported the groundbreaking at New Station 18.

4.2 Directors' Reports

Directors McKenna, Nelson, Pierce, Robles, and Woodruff all commended staff for their work on the Station 18 Groundbreaking Ceremony and noted a great turnout from the community.

Director Robles acknowledged that all San Miguel Directors up for re-election ran unopposed and were confirmed for their new terms yesterday. He also shared that he attended the Citizens Water Academy.

- 4.3 Fire Chief Report – See **Attachment A**. Chief Lawler requested that a Standards of Coverage Study be conducted and gave an overview of the components (staff capacity, apparatus/station placement, District population, infrastructure growth, revenues, etc.) and their importance to overall planning. Chief Lawler asked for consensus to move forward with hiring a consultant with a not-to-exceed amount of \$150,000.

The Board of Directors provided consensus and gave Chief Lawler the authorization to move forward.

4.4 Association of San Miguel Chief Officers Communications

Chief Christiansen addressed the Board and handed over the leadership of Training Battalion Chief to Nick Nava. Chief Christiansen will be moving back to the floor, serving as the Shift Battalion Chief of B Division.

4.5 Association of San Miguel Firefighters Communications

None

4.6 Correspondence

None

5. CLOSED SESSION

5.1 Conference with Labor Negotiator (GOV §54957.6)

Agency Negotiators: Directors McKenna, Muns, Robles, and Attorney Joseph Sanchez

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Agency Negotiators: Directors McKenna, Muns, Robles, and Attorney Joseph Sanchez

Employee Organization: Non-Safety Professionals Association

5.4 Conference with Labor Negotiator (GOV §54957.6)

Agency Negotiators: Directors McKenna, Muns, Robles, and Attorney Joseph Sanchez
Unrepresented Employees: Division Chief, Administrative Officer/Finance, Fire Marshal, Officer, and Fire Services Officer

President Robles adjourned the meeting to Closed Session from 6:44 p.m. to 7:46 p.m.

ACTION PLAN RECAP

- Board Clerk Rians to submit the Conflict-of-Interest Code update to the County Board of Supervisors.
- Board Clerk Rians to cast San Miguel's ballot in favor of CSDA bylaws update.
- Chief Riley's PowerPoint on Station 18 is to be added to the Directors' SharePoint.
- Fire Chief to review expectations and ensure state procurement standards are being met with the highest level of scrutiny, including District protections for the attorney drafting and reviewing documents for any construction bid process, including construction contracts. The intent is to ensure the District's best interest is being met.
- Standards of Coverage Study, consensus from the Board, not to exceed \$150,000.

*The next Board Meeting will be a Regular Meeting on **November 13, 2024, at 5:30 p.m.**, District Headquarters.*

President Robles adjourned the meeting at 7:48 p.m.

Minutes approved at the Regular Meeting of the Board of Directors, San Miguel Consolidated Fire Protection District, on November 13, 2024.

Jesse A. Robles, Board President

Attest:

Shayna Rians, Board Clerk

FIRE CHIEF REPORT

October 23, 2024



STAFF INVOLVEMENT

- Chief Riley and 1434 members attended Peer Support Conference in San Diego.
- Chief Durrell attended First Watch Conference in San Diego.
- Inspector Lyons staffed a booth with 1434 members at the Chaldean Festival.
- Executive Assistant/Board Clerk Rians attended the CSDA 2024 Board Secretary Conference.
- Administrative Analyst DeRobertis is attending the CalPERS Educational Forum.

IMPORTANT LEGISLATION

- **Title 14 of the California Code of Regulations (CCR) section 1280.01** entitled "Fire Hazard Severity Zones in the SRA." In November 2024 CAL FIRE/Office of the State Fire Marshal will start the process to review High and Very High Hazard Wildland Areas in Local Responsibility Areas. This review is conducted by Sacramento Staff and not the San Diego Unit. What does this mean to the District?

POLITICAL PARTNERSHIPS

- Staff, 1434 members, and Director McKenna met with Congressman Issa at Station 18 to discuss the project. Director McKenna and I then attended a meet and greet with Congressman Issa at his new office in Santee.
- The Offices of Congressman Issa, Senator Padilla, Assemblywoman Waldron, Supervisor Anderson, and Board of Directors attended the Station 18 groundbreaking.

COMMUNITY OUTREACH

- 9/4 - E16 attended a school visit to provide a fire safety message and tour of the engine for the Higher Learning Academy.
- 9/10 - E19 was requested to prepare and deliver a message on smoke alarms for Pepper Drive Elementary's annual 3rd grade poster contest. This event was co-sponsored with Santee FD. Each year the 3rd grade class holds a poster contest about safety. This year's theme was smoke detectors. Captain Zepeda and crew provided a fire safety message at an assembly at the school with emphasis on smoke detectors. The winning class of the poster contest gets to ride on a Santee fire engine.
- 9/12 - Calavo Park Groundbreaking Ceremony. E22, B6, and other staff attended the event.
- 9/14-9/15 - Chaldean Festival. SMFR hosted a booth with recruitment and prevention materials for attendees. Inspector Lyons and Engineer Hardin, along with a few Explorers, staffed the booth and provided information to interested parties. E22 and B6 attended both days to interact with the public and give engine tours.
- 9/21 - E21 participated in funeral procession for fallen SDPD officer.

OTHER

- Thank you to Captain Bartucca for taking the lead on the Station 18 groundbreaking event.
- The sixth Strategic Planning meeting was held on October 16 with good progress.
- Annual report process has begun with Captain Carroll as the project lead.
- Standards of Coverage Study.



ADMINISTRATIVE REPORT

DATE: November 13, 2024
TO: Board of Directors
FROM: Shayna Rians, Executive Assistant/Board Clerk
SUBJECT: Director Stipends

BACKGROUND

Effective January 1, 2015, a formal payment procedure was established to pay Directors their monthly meeting stipends. To initiate the payment process, a stipend form for board meetings, training, and local meetings/events will be submitted.

DISCUSSION

Meetings attended during the month of October 2024 include:

Meeting	Date	Attending Directors
Board	10/9/2024	McKenna, Nelson, Pierce, Raddatz, and Woodruff
Negotiations Committee	10/16/2024	McKenna, Muns, and Robles
Board	10/23/2024	McKenna, Muns, Nelson, Pierce, Raddatz, Robles and Woodruff

RECOMMENDATION

Approve the attached stipend forms for meetings that took place during the month of October 2024.

San Miguel Consolidated Fire Protection District Director Stipends (Short Form)

MEETINGS ATTENDED IN **OCTOBER 2024**, FOR APPROVAL AT THE BOARD MEETING ON **11/13/2024**

DATE	MEETING ATTENDED	STIPEND	
10/9/2024	Regular Board Meeting	\$173.25	Division 1 - Jeff Nelson <input type="checkbox"/> Elects to not receive stipend _____ Director Signature Total Amount Due \$346.50
10/23/2024	Regular Board Meeting	\$173.25	
10/9/2024	Regular Board Meeting	\$173.25	Division 2 - Kim Raddatz <input type="checkbox"/> Elects to not receive stipend _____ Director Signature Total Amount Due \$346.50
10/23/2024	Regular Board Meeting	\$173.25	
10/16/2024	Negotiations Committee Meeting	\$100.00	Division 3 - Harry Muns <input checked="" type="checkbox"/> Elects to not receive stipend _____ Director Signature Total Amount Due \$0.00
10/23/2024	Regular Board Meeting	\$173.25	
10/9/2024	Regular Board Meeting	\$173.25	Division 4 - Christopher Pierce <input type="checkbox"/> Elects to not receive stipend _____ Director Signature Total Amount Due \$346.50
10/23/2024	Regular Board Meeting	\$173.25	
10/9/2024	Regular Board Meeting	\$173.25	Division 5 - Theresa McKenna <input checked="" type="checkbox"/> Elects to not receive stipend _____ Director Signature Total Amount Due \$0.00
10/16/2024	Negotiations Committee Meeting	\$100.00	
10/23/2024	Regular Board Meeting	\$173.25	
10/16/2024	Negotiations Committee Meeting	\$100.00	Division 6 - Jesse A. Robles <input type="checkbox"/> Elects to not receive stipend _____ Director Signature Total Amount Due \$273.25
10/23/2024	Regular Board Meeting	\$173.25	
10/9/2024	Regular Board Meeting	\$173.25	Division 7 - Edward Woodruff <input type="checkbox"/> Elects to not receive stipend _____ Director Signature Total Amount Due \$346.50
10/23/2024	Regular Board Meeting	\$173.25	

ATTEST

Shayna Rians, Board Clerk

Date



FACILITIES REPORT

DATE: November 13, 2024
TO: Board of Directors
FROM: Tobin Riley, Division Chief
SUBJECT: Architect Services for Station 18 – Resolution 24-49

BACKGROUND

In April 2024, a service agreement was signed with MPA Architects Inc. for the first phase of construction drawings. All work was delivered, and County permits were obtained from these drawings to proceed with the project's construction phase. The layout and floor plan provided by MPA has been used for several planning meetings with the design committee. MPA has actively participated in the design committee and captured all the updates brought forward.

The project's next phase will require assembling a team that consists of an Architect, a builder, and a metal building supplier. This team will need to meet regularly to move the project forward in a timely manner. Delaying selecting any of these three will significantly delay the project.

DISCUSSION

The current procurement procedures require Board approval for a service at this cost. Delaying the selection of an architect would negatively affect the project's progress. The drawings already produced by MPA will be instrumental in the success of the project's next phase, along with cost savings from not having to start over. MPA will provide valuable information in the form of plans and documents that will be utilized in the selection of a builder.

MPA contract will be broken into two separate agreements:

1. Deliverables for all construction documents and future permitting will be \$118,500.
2. Coordination with the builder and the District will be billed on an hourly basis listed in the contract, Not to exceed \$90,000. Any expenditure over this allocated amount will require additional Board approval.

FISCAL IMPACT

\$208,500.00 from the Facilities Replacement/Renovation Fund.

ATTACHMENTS

- A. Contract/Professional Services Agreement between San Miguel and MPA Architects (Drafted by San Miguel Legal Counsel)
 - Exhibit A – Scope of Services
 - Exhibit B – Schedule of Charges
- B. Service Contract from MPA Architects
- C. Resolution 24-49

RECOMMENDATION

Adopt Resolution 24-49, which approves the service agreement with MPA Architects.

**PROFESSIONAL SERVICE AGREEMENT
BETWEEN
THE SAN MIGUEL CONSOLIDATED FIRE PROTECTION DISTRICT
AND
MPA ARCHITECTS, INC.**

This Agreement is made and entered into as of [REDACTED] by and between the San Miguel Consolidated Fire Protection District (a California Special District duly organized and validly existing under the laws of the State of California with its principal place of business at 2850 Via Orange Way, Spring Valley, California 91978)(“District”), and MPA Architects, Inc. (a corporation with its principal place of business at 3578 30th Street, San Diego, California 92104)(“Consultant”). District and Consultant are hereinafter sometimes referred to individually as “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, the District is a Special District of the State of California and is in need of professional architect services related to the construction at Fire Station 18 located at 1811 Suncrest Boulevard, El Cajon, California 92021 (“Services”).

WHEREAS, the Consultant is duly licensed and has the necessary qualifications to provide such Services.

WHEREAS, the Parties entered and executed agreements (on February 7 and April 20, 2024) without using the District’s standard agreement as required by District policy; and

WHEREAS, the Parties desire to memorialize the contractual relationship for continued and expanded Services in accordance with District policy.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

AGREEMENT

1. Incorporation of Recitals. The recitals above are true and correct and are hereby incorporated herein by this reference.
2. Services. Consultant shall provide the District with the Services described in the Scope of Services attached hereto as Exhibit “A”.
3. Professional Practices. All professional architect services to be provided by the Consultant pursuant to this Agreement shall be provided by personnel identified in their proposal. Consultant warrants that Consultant is familiar with all laws that may affect its performance of this Agreement and shall advise District of any changes in any laws that may affect Consultant’s performance of this Agreement. The Consultant further states that no District employee will provide services under this Agreement.

4. Compensation

- a. Subject to paragraph 4b below, the District shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit B.
- b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$208,500.00. This amount is to cover all related costs, and the District will not pay any additional fees for printing expenses. Consultant may submit invoices to the District for approval. The said invoice shall be based on the total of all Consultant's services that have been completed to the District's sole satisfaction. District shall pay the Consultant's invoice within forty-five (45) days from the date District receives said invoice. The invoice shall describe in detail the services performed and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

5. Additional Work. If changes in the work seem merited by the Consultant or the District and informal consultations with the other Party indicate that a change is warranted, the Consultant shall forward a letter outlining the changes to the District with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the District and executed by both Parties before the performance of such services, or the District will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

- a. Adjustments. No retroactive price adjustments will be considered. Additionally, no price increases will be permitted during the first year of this Agreement (unless agreed to by the District and Consultant in writing).

6. Term. This Agreement shall commence on the date of execution ("Effective Date") and continue until December 31, 2025 ("Term"). Unless otherwise terminated as provided herein, this Agreement may be extended by mutual agreement by both Parties in writing.

7. Maintenance of Records; Audits

- a. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to the District for inspection and/or audit at mutually convenient times for a period of four (4) years from the Effective Date.
- b. Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by the Consultant and made available at all reasonable times during the contract period and for four (4)

years from the date of final payment under the Agreement for inspection by the District.

8. Time of Performance. The consultant shall perform its services promptly and in a timely manner, commencing upon receipt of written notice from the District to proceed. The consultant shall complete the services required hereunder within the Term.
9. Delays in Performance
 - a. Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects the Consultant's performance and is one or more of the following: (1) Acts of God or other natural disasters occurring at the project site; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); and (4) pandemics, epidemics, or quarantine restrictions. "Orders of governmental authorities" include ordinances, emergency proclamations and orders, and rules to protect the public health, welfare, and safety for purposes of this section.
 - b. Should a Force Majeure Event occur, the non-performing Party shall give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement within a reasonable time of being prevented from performing. Delays shall not entitle the Consultant to any additional compensation regardless of the Party responsible for the delay.
 - c. Notwithstanding the foregoing, the District may still terminate this Agreement in accordance with its termination provisions.

10. Compliance with Law

- a. The consultant shall comply with all applicable Federal, state, and local government laws (ordinances, codes, and regulations, including California Division of Occupational Safety and Health requirements).
- b. Consultant shall assist the District as requested in obtaining and maintaining all permits required of Consultant by Federal, state, and local regulatory agencies if required.
- c. Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement if applicable.

11. Standard of Care. Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. The Consultant's performance shall conform in all material respects to the scope of work requirements.
12. Conflicts of Interest. Consultant shall at all times maintain a duty of loyalty and a fiduciary duty to the District and shall not accept payment from or employment with any person or entity which will constitute a conflict of interest with the District during the term of this Agreement.
13. Business Certificate. Consultant shall obtain and maintain during the term of this Agreement a valid business registration certificate (and any and all other licenses, permits, qualifications, insurance, and approvals of whatever nature that are legally required of Consultant to practice his/her profession, skill, or business) prior to execution of this Agreement.
14. Assignment and Subconsultant. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the District (which may be withheld for any reason). Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates and sub-consultants as Consultant may deem appropriate to assist in the performance of services hereunder.
15. Independent Consultant. The Consultant is retained as an independent contractor and is not an employee of the District. No employee or agent of the Consultant shall become an employee of the District. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from the District as herein provided. Any personnel performing the work governed by this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due to such personnel in connection with their performance under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such personnel (including but not limited to social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance).
16. Insurance. Consultant, at its sole cost and expense, shall obtain and keep in force policies of general liability and property damage insurance with a carrier admitted in the State of California during the entire term of this Agreement insuring Consultant against any liability arising out of any act, omission, or alleged act or omission of Consultant (and any of its officers, directors, vendors, licensees, employees, agents, independent contractors, guests, volunteers, and invitees) including but not limited to property damage (including loss of use, personal, or bodily injury, defamation and

slander, and automobile liability). The amount of such insurance shall be not less than two million dollars (\$2,000,000) in the aggregate. Consultant shall also obtain and keep in force during the term of this Agreement a policy of workers' compensation insurance and such other policies of insurance as may be appropriate to cover all usual insurable risks and liabilities as required by the Labor Code of the State of California. The District shall be named as an additional insurer under the general liability policy described above; and to the extent possible, under all other such policies which said policies shall be so specifically endorsed. All insurance required to be obtained by Consultant pursuant to this Agreement shall be primary to any other insurance available to the District; and any insurance available to the District, shall be excess and noncontributing with respect to insurance required to be obtained by Consultant. Certificates of Insurance and Additional Insured Endorsements are to be filed with the District prior to commencement of any activity pursuant to this Agreement. All insurance obtained by Consultant pursuant to this section shall not be cancelled or modified without providing the District with thirty (30) days written notice in accordance with the policy provisions.

17. Indemnification

- a. Consultant shall defend (with counsel reasonably approved by the District), indemnify, and hold the District (its elected and appointed officials, officers, employees, agents, and authorized volunteers) free and harmless from any and all claims (demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind)("Claims") in law or equity to property or persons (including wrongful death) to the fullest extent permitted by law in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant (its officials, officers, employees, subcontractors, consultants, or agents) in connection with the performance of the Consultant's services, the Project, or this Agreement (including without limitation the payment of all damages, expert witness fees, attorneys' fees, and other related costs and expenses). This indemnification clause excludes Claims arising from the sole negligence or willful misconduct of the District. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District (the Board, its employees, or authorized volunteers). Consultant's indemnification obligation shall survive the expiration or earlier termination of this Agreement.
- b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then (and only to the extent required by Civil Code section 2782.8 which is fully incorporated herein) Consultant's indemnification obligation shall be limited to the extent which the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant in the performance of the services or this Agreement; and, upon Consultant obtaining a final adjudication by a court of

competent jurisdiction, Consultant's liability for such claim (including the cost to defend) shall not exceed the Consultant's proportionate percentage of fault.

18. California Labor Code Requirements. The consultant is aware of the requirements of California Labor Code Sections 1720 *et seq.* and 1770 *et seq.*, as well as California Code of Regulations, Title 8, Section 16000, *et seq.* ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project as defined by the Prevailing Wage Laws, the Consultant agrees to fully comply with such Prevailing Wage Laws if applicable. Consultant shall defend, indemnify, and hold the District (its elected officials, officers, employees, and agents) free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory for the Consultant and all subcontractors to comply with all California Labor Code provisions (which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1)), if applicable to the work being completed.

- a. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then the Consultant and all sub-consultants performing such Services must be registered with the Department of Industrial Relations pursuant to Labor Code Sections 1725.5 and 1771.1. Consultant shall maintain registration for the duration of the Project and require the same of any sub-consultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, if applicable to the work being completed.

19. Verification of Employment Eligibility. Consultant verifies that it fully complies with all requirements and restrictions of state and Federal law respecting the employment of undocumented aliens (including, but not limited to, the Immigration Reform and Control Act of 1986 as may be amended from time to time) by executing this Agreement and shall require all sub-consultants and sub-subconsultants to comply with the same.

20. Laws and Venue. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or Federal court situated in the County of San Diego, State of California.

21. Termination or Abandonment

- a. District has the right to terminate or abandon any portion or all of the work under this Agreement by giving the Consultant ten (10) calendar days' written notice. In such an event, the District shall be immediately given title and possession to all original field notes, drawings and specifications, written reports, and other documents produced or developed for that portion of the work completed and/or being abandoned. The District shall pay the Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services based on an amount mutually agreed to by the District and Consultant of the portion of such task completed but not paid prior to said termination. The District shall not be liable for any costs other than the charges or portions thereof which are specified herein. The Consultant shall not be entitled to payment for unperformed services and shall not be entitled to damages or compensation for termination of work.
- b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to District only in the event of substantial failure by District to perform in accordance with the terms of this Agreement through no fault of Consultant.

22. Attorneys' Fees. In the event that litigation is brought by any Party in connection with this Agreement, the prevailing Party shall be entitled to recover from the opposing Party all costs and expenses (including reasonable attorneys' fees) incurred by the prevailing Party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof. The costs, salary, and expenses of the District's attorney's office in enforcing this Agreement on behalf of the District shall be considered as "attorneys' fees" for the purposes of this Agreement.

23. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant shall furnish clarification and/or explanation as may be required by the District's representative regarding any services rendered under this Agreement at no additional cost to District when requested. In the event that an error or omission attributable to the Consultant's professional services occurs, the Consultant shall provide all other services necessary to rectify and correct the matter to the sole satisfaction of the District and to participate in any meeting required with regard to the correction at no cost to the District.

24. Prohibited Employment. Consultant shall not employ any current District employee to perform the work under this Agreement while this Agreement is in effect.

25. Costs. Each Party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement, and in the performance of its obligations hereunder except as expressly provided herein.

26. Documents. All original field notes, written reports, drawings, specifications, and other documents produced or developed for the Project shall be furnished to and become the property of the District upon payment in full for the services described in this Agreement (except as otherwise provided in "Termination or Abandonment" above).

27. Organization. Consultant shall assign [REDACTED] as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the District.

28. Limitation of Agreement. This Agreement is limited to and includes only the work included in the Project described above.

29. Notice. Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to the following addresses and shall be effective upon receipt thereof:

DISTRICT:

San Miguel Consolidated Fire Protection District
2850 Via Orange Way
Spring Valley, California 91978

CONSULTANT:

MPA Architects, Inc.
3578 30th Street
San Diego, California 92104

30. Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the District and the Consultant.

31. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age, or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include but not be limited to all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination.

32. Entire Agreement. This Agreement (including Exhibits A and B) represent the entire understanding of District and Consultant as to those matters contained herein; and supersedes and cancels any prior or contemporaneous oral or written understanding, promises, or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises, or agreements have been made by any person which are not incorporated herein; and that any other agreements shall be void. This is an integrated Agreement.

33. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance; and the remaining provisions of this Agreement shall remain in full force and effect.

34. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators, and assigns of each Party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations without the prior written consent of District. Any attempted assignment without such consent shall be invalid and void.
35. Non-Waiver. The delay or failure of either Party at any time to require performance or compliance by the other Party of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. The waiver of any right or remedy with respect to any occurrence or event shall not be deemed a waiver of any right or remedy with respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.
36. Time of Essence. Time is of the essence for each Agreement provision of this Agreement.
37. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain, or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.
38. Amendments. Only a writing executed by all of the Parties hereto or their respective successors and assigns may amend this Agreement.
39. District's Right to Employ Other Consultants. District reserves its right to employ other consultants in connection with this Project or other projects.
40. Prohibited Interests. Consultant maintains and warrants that it has neither employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person (other than a bona fide employee working solely for Consultant) any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. No official, officer, or employee of District shall have any direct interest in this Agreement or obtain any present or anticipated material benefit arising therefrom for the term of this Agreement.
41. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one single Agreement.

42. Authority. The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by doing so, the Parties hereto are formally bound to the provisions of this Agreement.
43. Electronic Signature. Each Party acknowledges and agrees that this Agreement may be executed by electronic or digital signature, which shall be considered an original signature for all purposes and shall have the same force and effect as an original signature.
- a) Informal Warning (Written or Verbal). The Consultant is given a warning in regard to non-performance. If a verbal warning is issued, it will be confirmed with an electronic correspondence to the Consultant.
 - b) Formal Written Warning. The Consultant is issued A formal written warning pursuant to Section 29 of this Agreement. The Consultant must respond within 5 to 10 days of receipt of the formal warning. Upon response from the Consultant, the Consultant shall be provided with a reasonable time to make corrections to their performance. This time period will be discussed with the District and Consultant.
 - c) Formal Penalty Issued. A penalty of 15% of the Consultant's current invoice amount or annual contract amount is deducted for non-performance after previous warnings have been issued.
 - d) Termination of Contract. If the performance has not been corrected after all warnings and previous penalties have been exhausted, the District may terminate the contract pursuant to Section 21 of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

**PROFESSIONAL SERVICE AGREEMENT
BETWEEN
THE SAN MIGUEL CONSOLIDATED FIRE PROTECTION DISTRICT
AND
MPA ARCHITECTS, INC.**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

**SAN MIGUEL CONSOLIDATED FIRE
PROTECTION DISTRICT**

**MPA ARCHITECTS, INC.
(CA CORPORATION 2479875)**

Signature
[Andy Lawler](#)

Name
[Fire Chief](#)

Title

Signature
[John Rumsey, #C-26819](#)

Name
[Architect, AIA](#)

Title

**EXHIBIT A
SCOPE OF SERVICES**

Project Description

Proposed fire station. The building shell will be a pre-engineered metal building.

PHASE 1 – DESIGN DEVELOPMENT and ENTITLEMENT PHASE

The services in this phase are being provided under a separate contract

PHASE 2 – CONSTRUCTION DOCUMENT PHASE

THE SCOPE OF WORK IN THIS PHASE SHALL INCLUDE:

Preparation of construction documents as required for approval by the District and the County of San Diego building department. The construction documents shall include, but are not limited to the following:

- Building code analysis
- Equipment Layout
- Accessibility compliance requirements
- Architectural drawings per industry standards
- Structural design drawings and engineering calculations for the foundation only
- Plumbing design/incidental engineering including:
 - Supply, waste and venting sizing/location
 - Isometric layout
 - Fixture specifications
- Mechanical design/incidental engineering:
 - HVAC system
 - Air system sizing
 - Energy compliance documentation
- Electrical design/incidental engineering including:
 - Electrical power and lighting plans
 - Schematic one line diagram
 - Load calculations
 - Panel schedules, Fixture/Equipment specifications
- Plan revisions as required by governmental agencies
- Consultation/answer questions during the bid process and construction
- Support during construction (RFI's, resolution of inspection issues, etc.)
- Assist with project closeout (warranties, Certificate of Completion, etc.)

PHASE 3: CONSTRUCTION PHASE SERVICES (IF REQUESTED)

THE SCOPE OF WORK IN THIS PHASE SHALL INCLUDE:

- Pre-bid job walk with during the bid phase
- Post award meeting
- Response to RFIs
- Site visits and job meetings
- Review of shop drawings or product submittals
- Review of change orders
- Construction observations / inspections and punch list
- As-built documentation

The following services are **not included** in the Basic Architectural Services:

- Structural design, drawings and engineering calculation for the building shell (to be provided by the PEMB supplier)
- Processing of the building permits and any required approvals or entitlements (to be completed on a time and materials basis)
- Management and coordination of the consultants (to be completed on a time and materials basis)
- Exhibits, drawings or other materials required for any entitlements or approvals
- Unless specifically included in this agreement, MPA has not, nor intends to investigate the following:
 1. The suitability or legality of the proposed use of this location with local governing agencies (i.e. zoning, planning, etc.)
 2. The adequacy of the existing parking
 3. The anticipated fees levied by local governing agencies including plan check fees, permit fee, water/sewer fees, etc.
- LEED consulting services
- Fees paid to governmental agencies (plan check, permit, etc.)
- Communications, security or alarm systems
- Fire sprinkler or alarm design or drawings (normally provided by the fire sprinkler contractor)
- Telecommunication and data drawings
- Civil engineering, design or drawings
 - Wet and dry site utilities design and drawings outside of 5' from the building perimeter
 - Storm water management plans, reports, or surveys
 - Environmental or biological reports (if required)
- Geotechnical Report
- Landscape and irrigation design and drawings
- 3D color renderings
- Meetings / consultations requested by the client not included in the Phase 1,2 or 3 services.
- Site visits

The District shall provide MPA with the following data:

- Approved entitlements / conditions of approval
- Structural drawings and engineering for the pre-engineered metal building.
- Finish color, materials, furnishings and equipment selections
- Civil engineering
- Geotechnical engineering

District shall be invoiced based upon the following schedule:

- 20% of the PHASE 2 Construction Document fee prior to beginning services
- 30% of the PHASE 2 Construction Document fee upon completion of 50% of the construction documents prior to plan check submittal *Page 3, San Miguel Fire Station 18*
- 40% of the PHASE 2 Construction Document fee upon completion of the construction documents prior to plan check submittal
- 10% of the PHASE 2 Construction Document fee upon issuance of building permit or 30 days after plan submittal if permit is not pursued.

The fees for the services in PHASE 3 Construction Phase services will be invoiced monthly for services provided.

The following services will be provided on request, based upon the hourly rate schedule:

1. Any drawings required for governmental approvals not included in the Basic Professional Service
2. Revisions to the Construction Documents requested after the design has been approved
3. Meetings / consultations requested by client not included in the Phase 2 services
4. Construction Management

**EXHIBIT B
SCHEDULE OF CHARGES**

The fee for the professional services in the Construction Documents Phase described in Exhibit A will be one hundred eighteen thousand five hundred dollars (\$118,500).

The fee for the Construction Phase Services described in Exhibit A will be invoiced on a time and materials basis per the hourly rate schedule as requested.

The total fees for hourly services in all phases will not exceed ninety thousand dollars (\$90,000) without written approval from the District.

HOURLY RATE SCHEDULE

All charges for labor not included in the Basic Professional Service will be based upon the following hourly rates:

Principal Architect	\$185.00 per hour
Senior Project Manager	\$145.00 per hour
Project Manager	\$125.00 per hour
Graphic Designer	\$105.00 per hour
Draftsperson	\$95.00 per hour
Support	\$80.00 per hour



MPA ARCHITECTS, INC.

3578 30th Street

San Diego, CA 92104

(v) 619.236.0595 | (f) 619.236.0557

www.mpa-architects.com

AGREEMENT FOR ARCHITECT'S SERVICES

THIS AGREEMENT made and entered into this 11th day of October, 2024

BETWEEN THE CLIENT: (hereinafter referred to as CLIENT)

San Miguel Fire District – Station 18
1811 Suncrest Blvd
El Cajon, CA 92021

AND THE ARCHITECT: (hereinafter referred to as MPA)

MPA Architects, Inc.
3578 30th Street
San Diego, California 92104

The CLIENT retains MPA to render professional services for the project known as:

San Miguel Fire District – Station 18
1811 Suncrest Blvd
El Cajon, CA 92021

Project Description

Proposed fire station. The building shell will be a pre-engineered metal building.

PHASE 1 – DESIGN DEVELOPMENT and ENTITLEMENT PHASE

The services in this phase are being provided under a separate contract

PHASE 2 – CONSTRUCTION DOCUMENT PHASE

THE SCOPE OF WORK IN THIS PHASE SHALL INCLUDE:

Preparation of construction documents as required for approval by the Client and the County of San Diego building department. The construction documents shall include, but are not limited to the following:

- Building code analysis
- Equipment Layout
- Accessibility compliance requirements
- Architectural drawings per industry standards
- Structural design drawings and engineering calculations for the foundation only
- Plumbing design/incidental engineering including:
 - Supply, waste and venting sizing/location
 - Isometric layout
 - Fixture specifications
- Mechanical design/incidental engineering:
 - HVAC system
 - Air system sizing
 - Energy compliance documentation
- Electrical design/incidental engineering including:
 - Electrical power and lighting plans
 - Schematic one line diagram
 - Load calculations
 - Panel schedules, Fixture/Equipment specifications
- Plan revisions as required by governmental agencies
- Consultation/answer questions during the bid process and construction
- Support during construction (RFI's, resolution of inspection issues, etc.)
- Assist with project closeout (warranties, Certificate of Completion, etc.)

The fee for the professional services in the CONSTRUCTION DOCUMENTS PHASE described above will be:
ONE HUNDRED EIGHTEEN THOUSAND FIVE HUNDRED DOLLARS (\$118,500.00)

Initial

PHASE 3: CONSTRUCTION PHASE SERVICES (IF REQUESTED)

THE SCOPE OF WORK IN THIS PHASE SHALL INCLUDE:

- Pre-bid job walk with during the bid phase
- Post award meeting
- Response to RFIs
- Site visits and job meetings
- Review of shop drawings or product submittals
- Review of change orders
- Construction observations / inspections and punch list
- As-built documentation

The fee for the CONSTRUCTION PHASE SERVICES described above will be invoiced on a time and materials basis per the hourly rate schedule as requested.

The total fees for hourly services in all phases will not exceed *NINETY THOUSAND DOLLARS (\$90,000.00) without written approval from the client*

The following services are **not included** in the Basic Architectural Services:

- Structural design, drawings and engineering calculation for the building shell (to be provided by the PEMB supplier)
- Processing of the building permits and any required approvals or entitlements (to be completed on a time and materials basis)

Management and coordination of the consultants (to be completed on a time and materials basis)

Exhibits, drawings or other materials required for any entitlements or approvals

Unless specifically included in this agreement, MPA has not, nor intends to investigate the following:

1. The suitability or legality of the proposed use of this location with local governing agencies (i.e. zoning, planning, etc.)
2. The adequacy of the existing parking
3. The anticipated fees levied by local governing agencies including plan check fees, permit fee, water/sewer fees, etc.

LEED consulting services

Fees paid to governmental agencies (plan check, permit, etc.)

Communications, security or alarm systems

Fire sprinkler or alarm design or drawings (normally provided by the fire sprinkler contractor

Telecommunication and data drawings

Civil engineering, design or drawings

Wet and dry site utilities design and drawings outside of 5' from the building perimeter

Storm water management plans, reports, or surveys

Environmental or biological reports (if required)

Geotechnical Report

Landscape and irrigation design and drawings

3D color renderings

Meetings / consultations requested by the client not included in the Phase 1,2 or 3 services.

Site visits

The CLIENT shall provide MPA with the following data:

- Approved entitlements / conditions of approval
- Structural drawings and engineering for the pre-engineered metal building.
- Finish color, materials, furnishings and equipment selections
- Civil engineering
- Geotechnical engineering

CLIENT shall be invoiced based upon the following schedule:

- 20% of the PHASE 2 Construction Document fee prior to beginning services
- 30% of the PHASE 2 Construction Document fee upon completion of 50% of the construction documents prior to plan check submittal

Initial APM

- 40% of the PHASE 2 Construction Document fee upon completion of the construction documents prior to plan check submittal
- 10% of the PHASE 2 Construction Document fee upon issuance of building permit or 30 days after plan submittal if permit is not pursued.

The fees for the services in PHASE 3 Construction Phase services will be invoiced monthly for services provided.

The following services will be provided on request, based upon the hourly rate schedule:

1. Any drawings required for governmental approvals not included in the Basic Professional Service
2. Revisions to the Construction Documents requested after the design has been approved
3. Meetings / consultations requested by client not included in the Phase 2 services
4. Construction Management

HOURLY RATE SCHEDULE:

All charges for labor not included in the Basic Professional Service will be based upon the following hourly rates:

Principal Architect	\$185.00 per hour
Senior Project Manager	\$145.00 per hour
Project Manager	\$125.00 per hour
Graphic Designer	\$105.00 per hour
Draftsperson	\$95.00 per hour
Support	\$80.00 per hour

The terms of this agreement are valid for 60 days from the date of this agreement.

In providing services under this Agreement, MPA will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Direct cost for reimbursable expenses will be invoiced at cost plus 12.5 percent. Typical reimbursable expenses include special delivery (overnight or courier), travel expenses, special equipment, film and processing, permit or other governmental fees, and fees paid to outside consultants. All overnight deliveries will be invoiced at actual cost plus a handling charge of ten dollars.

If the CLIENT wishes to avoid the surcharge on reimbursable expenses, the CLIENT must notify MPA via email, regular mail, or any other verifiable correspondence stating such preference. If this option is taken, prior to submitting or processing the CLIENT'S construction documents with the governing agency(s), the CLIENT must provide MPA with check(s) made payable to the appropriate governing agency with the amount left blank. MPA will provide the CLIENT with copies of all receipts within 24 hours of the check being used.

Credit cards may be utilized for invoice payments however due to surcharges imposed by major credit card institutions; a 4% fee will be added to the amount due to cover the expenses associated with receiving payments via credit card.

Reproduction expenses as required for permit processing, construction bids, and consultants are *not included* in the basic service unless specifically included in writing in this agreement. CLIENT agrees to reimburse MPA for all required or requested prints at the rate of 30 cents per square foot of paper.

All invoices are due and payable upon receipt. CLIENT agrees to pay an additional late payment charge of 1.5% of the unpaid balance per month on overdue invoices. This late payment will begin to accrue 30 days after receipt of the original invoice.

If the project is suspended for more than thirty (30) calendar days in the aggregate, MPA shall be compensated for the services performed and charges incurred prior to receipt of notice to suspend. If the project is suspended for more than ninety (90) calendar days in the aggregate, MPA may, at its option, terminate this Agreement upon giving notice in writing to the CLIENT.

Unless specifically included in this agreement, MPA has not, nor intends to investigate the suitability or legality of the proposed use of this site with the local planning (zoning) agency or local governing ordinance.

In the event that all or any portion of the work prepared or partially prepared by MPA is suspended, abandoned, or terminated for any reason, the CLIENT shall pay MPA for all costs and services provided for the project, not to exceed any contract limit specified herein.

MPA makes no representations concerning soil conditions unless specifically included in writing in this agreement. MPA is not responsible for any liability that may arise out of the making or failure to make soil surveys, or sub surface soil tests, or general soil testing.

Due to unanticipated variations in workload, MPA reserves the right to utilize outside consultants rather than "in-house" personnel for any or all portions of the work that is to be provided per this agreement. All outside consultants retained by MPA shall be licensed and/or certified for the work being performed as required by the state where the jobsite is located.

Initial *[Handwritten Signature]*

In the event the CLIENT consents to, allows, authorizes, or approves of any changes to the plans, specifications or other construction documents, and these changes are not approved in writing by MPA, the CLIENT recognizes that such changes and the results thereof are not the responsibility of MPA. Therefore, the CLIENT agrees to release MPA from any liability arising from the construction, use or result of such changes. In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold MPA harmless from any damage, liability, or cost (including reasonable attorney's fees and costs of defense) arising from such changes, except only those damages, liabilities and costs arising from the sole negligence or willful misconduct of MPA.

In the event this agreement is terminated before the completion of all services, unless MPA is solely responsible for such early termination, CLIENT agrees to release MPA from all liability for work performed.

MPA is not responsible for any liability that may arise during construction due to the discovery of existing conditions that are not identified on CLIENT-provided 'as built' plans or visible during normal non-destructive site survey.

When MPA's responsibilities include processing of permits or other governmental approvals associated to this project, CLIENT agrees to provide, at his/her expense, copies of all documentation required by any governing agency. This documentation includes but is not limited to, title insurance policies, ownership documentation, property histories, insurance documents, copies of previously issued permits or approvals, workers compensation insurance documentation, etc.

The CLIENT shall make no claim for professional negligence, either directly or in third party claim, against MPA unless the CLIENT has first provided MPA with a written certification executed by an independent design professional currently practicing in the same discipline as MPA and licensed in the State of California. The certification shall include the following:

1. The name and license number of the certifier
2. Specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a Design Professional performing professional services under similar circumstances.
3. State in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to MPA not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceeding.

MPA shall provide and maintain Professional Liability (Errors and Omissions) Insurance with an aggregate limit not less than two million dollars (\$2,000,000.00) throughout the duration of this project (Hudson Insurance Company. Policy # PRB06 19 118511). MPA shall provide the CLIENT with a Certificate of Insurance within 10 days of CLIENTS request.

MPA shall provide and maintain Workers Compensation Insurance per State of California requirements on all employees who provide labor on this project (The Hartford. Policy# 76 WEG GD7945). MPA shall provide the CLIENT with a Certificate of Insurance within 10 days of CLIENTS request.


In recognition of the relative risks and benefits of the project to both the CLIENT and architect, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the architect and his sub-consultants to the CLIENT and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of the architect and his sub-consultants to all those named shall not exceed three hundred percent of the architect's total fee for services rendered on this project. Such claims and causes include but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

CLIENT agrees not to hold MPA liable for negligent acts, errors, or omissions of others, including outside consultants, retained by either the CLIENT or MPA.

Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall, at the discretion of MPA, be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the Owner, Architect, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations.

The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

Initial 

In the event the CLIENT institutes arbitration against MPA because of any failure or alleged failure to perform, error, omission, or negligence, and if such arbitration is not successful, is dismissed, or if an award is rendered for MPA, CLIENT agrees to pay MPA all costs of defense, including attorney's fees, expert witness fees, arbitration costs, and any and all other expenses of defense which may be needful, immediately following dismissal of the case or immediately upon an award being rendered on behalf of MPA.

This agreement shall be interpreted and enforced in accordance with the laws of the State of California. The venue for any action brought to interpret or enforce any of the terms of this agreement or otherwise adjudicate the rights or liabilities of the parties hereto shall be in San Diego County, California.

Notwithstanding of any other provision of this Agreement, and to the fullest extent permitted by law, neither the CLIENT, or MPA, their respective officers, directors, partners, employees, contractors or sub-consultants shall be liable to the other for any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the CLIENT and MPA shall require similar waivers of consequential damages protecting all the entities or persons named herein all contracts and subcontracts with others involved in this project.

The drawings and specifications, as instruments of service, are and shall remain the property of MPA whether the project for which they are made is executed or not. You shall be permitted to retain copies of the drawings and specifications for information and reference in connection with your use and occupancy of the project. Submission or distribution to meet official regulatory requirements or for other purposes in connection with this project is not to be construed as publication. MPA reserves its common law copyright and other property rights.

Article 2, Section 5536.22 of **The State of California Architects Practice Act** states the following: *An architect shall use a written contract when contracting to provide professional services to a client pursuant to this chapter. The architect and the client, or his or her representative, prior to the architect commencing work, shall execute that written contract.*

Therefore, work on this project cannot begin until a written contract is executed between MPA and the CLIENT.

**THE CALIFORNIA BOARD OF ARCHITECTURAL EXAMINERS REGULATES ARCHITECTS.
ANY QUESTIONS CONCERNING AN ARCHITECT MAY BE REFERRED TO THE BOARD AT:**

Board of Architectural Examiners
400 R Street, Suite 4000
Sacramento, CA 95814
(916) 445-3393

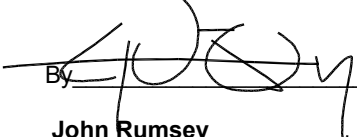
This Agreement constitutes the final and complete repository of the agreements between CLIENT and MPA relating to the Services and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written. Modifications of this Agreement shall not be binding unless made in writing and signed by an Authorized Representative of each party. The provisions of this Agreement shall be enforced to the fullest extent permitted by law. If any provision of this Agreement is found to be invalid or unenforceable, the provision shall be construed and applied in a way that comes as close as possible to expressing the intention of the parties with regard to the provisions and that saves the validity and enforceability of the provision.

THE PARTIES ACKNOWLEDGE that there has been an opportunity to negotiate the terms and conditions of this Agreement and agree to be bound accordingly.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

ARCHITECT:

CLIENT:

By  _____
John Rumsey
Architect, AIA License C-26819

Date 10-11-24

By _____

Date _____

Name _____

Initial _____

Resolution 24-49

**A Resolution of the Board of Directors of the
San Miguel Consolidated Fire Protection District
Approving the Expenditure of Funds for Architectural Services,
Granting the Fire Chief Authority to Enter into a Contract**

WHEREAS, the District is in the process of building a new Fire Station 18;

WHEREAS, the former building has been demolished, and the lot is being prepared for a permanent structure; and

WHEREAS, the District has identified MPA Architects as a capable and qualified firm to perform architectural services; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the San Miguel Consolidated Fire Protection District hereby approve the expenditure of funds, not to exceed \$208,500.00 from the Facilities Replacement/Renovation Fund for architectural services for new Fire Station 18.

BE IT FURTHER RESOLVED by the Board of Directors of the San Miguel Consolidated Fire Protection District authorizes the Fire Chief to enter into said agreement.

PASSED AND ADOPTED by the Board of Directors of the San Miguel Consolidated Fire Protection District on this 13th day of November 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST

Shayna Rians, Board Clerk

Jesse A. Robles, Board President



FIRE PREVENTION REPORT

DATE: November 13, 2024
TO: Board of Directors
FROM: Jon Newman, Fire Marshal
SUBJECT: CFD 2022-1, Annexation 8 through approval of Resolution 24-51, Resolution 24-52, and First Reading of Ordinance 24-07

BACKGROUND

The Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311 and following) (“Act”) contains the statutory framework pursuant to which the San Miguel Consolidated Fire Protection District (“District”) or any other local agency may form a Community Facilities District (“CFD”) for the purpose of financing the provision of certain authorized public services or maintenance. A CFD may finance services or maintenance through the levy of special taxes within the geographic boundaries of the CFD. The District previously adopted its Local Goals and Policies relating to the formation of CFDs. On July 14, 2021, the District adopted its Policy No. 9.7, requiring new development to offset the negative fiscal impacts of such development on the District, including through forming or annexing into an existing CFD. The District retained NBS Government Finance Group (“NSB”) as its special tax consultant to study the negative fiscal impact of new development on the provision of services by the District. NBS prepared a Fiscal Impact Analysis setting forth their results, which the Board has reviewed in prior meetings.

On September 14, 2022, the District received its first petition for a CFD and, on October 12, 2022, approved Ordinance 2022-2 Levying Special Taxes Within San Miguel Consolidated Fire Protection District. Annexation 1 was approved on May 10, 2023.

DISCUSSION

The District has received a petition from SALAMA INVESTMENTS, LLC (the “Owner”), relating to Parcel 484-091-42-00, located off North First Street. The Owner is the owner of Assessor Parcel Numbers Parcel 484-091-42-00 (“Property”), requesting the annexation into the Community Facilities District No. 2022-1 (“CFD 2022-1”), encompassing the Property, to finance the following public services:

- a) Fire protection and suppression services, and ambulance and paramedic services; and
- b) The administrative and incidental expenses to be incurred by the District, which includes the direct and indirect expenses incurred in carrying out its duties with respect to CFD 2022-1 (including, but not limited to, the levy and collection of the special taxes), including the fees and expenses of attorneys, any fees of the County of San Diego related to CFD 2022-1 or the collection of special taxes, an allocable share of the salaries of the District staff directly related thereto, and a proportionate amount of the District's general administrative overhead related thereto, any amounts paid by the District from its general fund with respect to CFD 2022-1 or the services authorized to be financed by CFD 2022-1, and expenses incurred by the District in undertaking action to pursue payment of delinquent special taxes, and all other costs and expenses of the District related to CFD 2022-1.

A public hearing on the annexation of territory into CFD No. 2022-1 shall be held at 5:30 p.m. on November 13, 2024, or as soon thereafter as the Board may consider the matter, in the Board Room, located at 2850 Via Orange Way, Spring Valley, CA 91978.

This project will be a commercial and multi-family property.

FISCAL IMPACT

None, as the costs for the formation of CFD 2022-1 are paid through a deposit provided by the Developer and ongoing administrative costs are paid for through the levy of special taxes within CFD 2022-1.

ATTACHMENTS

- Attachment A – Resolution 24-51 (Call for Election, Annexation 8)
 - Exhibit A – Official Ballot
- Attachment B – Resolution 24-52 (Results of Election, Annexation 8)
 - Exhibit A – Certificate of Election Official and Statement of Votes Cast
- Attachment C – Draft Ordinance 24-07

RECOMMENDATION

Adopt Resolutions 24-51 and 24-52, hold the Public Hearing, and complete the First Reading of Ordinance 24-07.

Resolution 24-51**A Resolution of the Board Of Directors of the
San Miguel Consolidated Fire Protection District
Calling a Special Landowner Election for San Miguel Consolidated Fire Protection
District Community Facilities District 2022-1 Annexation 8 (APN 484-091-42)**

WHEREAS, the Board of Directors (the “Board”) of the San Miguel Consolidated Fire Protection District (the “District”) has heretofore conducted proceedings for the establishment of and has established the San Miguel Consolidated Fire Protection District, Community Facilities District 2022-1, County of San Diego, State of California (“CFD 2022-1”) for the purpose of levying special taxes on parcels of taxable property therein for the purpose of providing certain services which are necessary to meet increased demands placed upon the District as a result of the development of said real property; and

WHEREAS, the Board is authorized by Article 3.5 (commencing with Section 53339) of Chapter 2.5 of Part 1 of Division 2 of Title 5 of the California Government Code, commonly known as the “Mello-Roos Community Facilities Act of 1982,” (the “Act”) to annex territory to CFD 2022-1 by complying with the procedures set forth in said Article 3.5; and

WHEREAS, on October 9, 2024, the Board adopted Resolution 24-46, a resolution of intention to annex territory to CFD 2022-1 pursuant to Section 53339.2 of the Act, determining that the public convenience and necessity require that certain property, consisting of approximately 0.26 acres, known as Annexation 8 be annexed to CFD 2022-1 and containing all of the matters prescribed by Section 53339.3 of the Act, and fixing 5:30 p.m. on November 13, 2024, in the in the Board Chambers, located at 2850 Via Orange Way, Spring Valley, CA 91978, as the time and place for a hearing upon said resolution; and

WHEREAS, pursuant to said resolution, the Board Clerk has published and mailed notice of the time and place of said hearing as required by Section 53339.4 of the Act; and

WHEREAS, on November 13, 2024, at the time and place of said hearing, the Board afforded all interested persons for or against the annexation of said property to CFD 2022-1 an opportunity to present testimony and to protest against the proposed annexation of said property to CFD 2022-1, and no protests, either oral or in writing, were received; and

WHEREAS, pursuant to Section 53339.7 of the Act, the Board may now submit the question of levying a special tax within the territory proposed to be annexed to CFD 2022-1 to the qualified electors within that territory.

NOW, THEREFORE, BE IT RESOLVED that the Board of the San Miguel Consolidated Fire Protection District, California, hereby:

Section 1.

Findings. The Board finds that: (i) the foregoing recitals are correct; (ii) less than twelve (12) persons have been registered to vote within the territory proposed to be annexed to CFD 2022-1 during the ninety (90) days preceding the close of the public hearing on November 13, 2024; (iii) pursuant to Section 53326 of the California Government Code, as a result of the findings set forth in clause (ii) above, the vote in the special election called by this resolution shall be by the landowners of the territory proposed to be annexed to CFD 2022-1 whose property would be subject to the special taxes if they were levied at the time of the election, and each landowner shall have one (1) vote for each acre, or portion thereof, which he or she owns within the said territory, which would be subject to the proposed special taxes if they were levied at the time of the election; (iv) pursuant to said Section 53326, the special election must be held at least ninety (90) days, but not more than one hundred eighty (180) days following the date of the adoption of this resolution, unless such time periods are waived with the unanimous waiver of the qualified electors. All of the qualified electors in the territory to be annexed waived the time limits and election formalities of the special election.

Section 2.

Call of Election. The Board hereby calls and schedules a special election for November 13, 2024, on the proposition with respect to the annual levy of special taxes within the territory proposed to be annexed to CFD 2022-1 for paying the cost of the services to be provided within and for the benefit of the territory proposed to be annexed to CFD 2022-1.

Section 3.

Propositions. The propositions to be submitted to the voters of CFD 2022-1 at such special election shall be as follows:

PROPOSITION A

Shall the San Miguel Consolidated Fire Protection District Community Facilities District 2022-1 ("CFD 2022-1"), County of San Diego, State of California, subject to accountability measures set forth in California Government Code Section 50075.1, levy special taxes throughout Annexation 8 to such community facilities district pursuant to the method of apportioning the special tax set forth in Attachment A to this Official Ballot for the purpose of financing public services, including but not limited to the services set forth in Attachment B to this Official Ballot to meet the increased demand for such services resulting from new development within Annexation 8 thereto and the cost of administering the levy and collection of the special taxes and CFD 2022-1.

Section 4.

Conduct of Election. Except as otherwise provided in Section 5 hereof, said election shall be conducted by the Board Clerk of the District pursuant to the California Elections Code governing mail ballot elections, and in particular, the provisions of Division 4 (commencing

with Section 4000) of said Code, insofar as they may be applicable.

Section 5.

Election Procedures. The procedures to be followed in conducting the special election on the levy of Special Taxes to pay the annual costs of the Services to the qualified electors of the territory to be annexed to CFD 2022-1 (the "Special Election") shall be as follows:

- a) Pursuant to said Section 53326 of the California Government Code, ballots for the special election shall be distributed to the qualified electors by the Board Clerk by mail with return postage prepaid, or by personal service.
- b) Pursuant to applicable sections of the California Elections Code governing the conduct of mail ballot elections, and specifically Division 4 (commencing with Section 4000) of the California Elections Code with respect to elections conducted by mail, the Board Clerk shall mail or deliver to each qualified elector an official ballot in the form attached hereto as Exhibit "A," and shall also mail or deliver to all such qualified electors a ballot pamphlet and instructions to voter, including a sample ballot identical in form to the official ballot but identified as a sample ballot, a return identification envelope with prepaid postage thereon addressed to the Board Clerk for the return of voted official ballots, and a copy of Resolution 24-46; provided, however, that such statement, analysis and arguments may be waived with the unanimous consent of all the landowners.
- c) The official ballot to be mailed or delivered by the Board Clerk to each landowner-voter shall have printed or typed thereon the name of the landowner-voter and the number of votes to be voted by the landowner-voter and shall have appended to it a certification to be signed by the person voting the official ballot which shall certify that the person signing the certification is the person who voted the official ballot, and if the landowner-voter is other than a natural person, that he or she is an officer of or other person affiliated with the landowner-voter entitled to vote such official ballot, that he or she has been authorized to vote such official ballot on behalf of the landowner-voter, that in voting such official ballot it was his or her intent, as well as the intent of the landowner-voter, to vote all votes to which the landowner-voter is entitled based on its land ownership on the propositions set forth in the official ballot as marked thereon in the voting square opposite each such proposition, and further certifying as to the acreage of the landowner-voter's land ownership within the territory proposed to be annexed to CFD 2022-1.
- d) The return identification envelope mailed or delivered by the Board Clerk to each landowner-voter shall have printed or typed thereon the following: (i) the name of the landowner, (ii) the address of the landowner, (iii) a declaration under penalty of perjury stating that the voter is the landowner or the authorized representative of the landowner entitled to vote the enclosed ballot and is the person whose name appears on the identification envelope, (iv) the printed name and signature of the voter, (v) the

address of the voter, (vi) the date of signing and place of execution of said declaration, and (vii) a notice that the envelope contains an official ballot and is to be opened only by the Board Clerk.

- e) The instruction to voter form to be mailed or delivered by the Board Clerk to the landowner-voters shall inform them that the official ballots shall be returned to the Board Clerk properly voted as provided thereon and with the certification appended thereto properly completed and signed in the sealed return identification envelope with the certification thereon completed and signed and all other information to be inserted thereon properly inserted by 5:30 p.m. on November 13, 2024.
- f) Upon receipt of the return identification envelopes, which are returned prior to the voting deadline on the date of the election, the Board Clerk shall canvass the votes cast in the special election, and shall file a statement with the Board as to the results of such canvass and the election on each proposition set forth in the official ballot.

Section 6.

Effective Date. This Resolution shall take effect immediately from and after the date of its passage and adoption.

BE IT FURTHER RESOLVED AND ORDERED The Board Clerk shall certify the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED AND ADOPTED by the Board of the San Miguel Consolidated Fire Protection District this 13th day of November 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST

Shayna Rians, Board Clerk

Jesse A. Robles, Board President

EXHIBIT "A"
OFFICIAL BALLOT

SPECIAL ELECTION

NUMBER OF VOTES ENTITLED TO BE CAST: 1

**SAN MIGUEL CONSOLIDATED FIRE PROTECTION DISTRICT, COMMUNITY FACILITIES
DISTRICT 2022-1, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA**

(ANNEXATION 8, APN 484-091-42)

NOVEMBER 13, 2024

OFFICIAL BALLOT

To vote on any measure, mark a cross (+) in the voting square before the word "YES" or before the word "" If you tear or deface this ballot, call Leah Harris, Administrative Officer/Finance Officer at (619) 670-0500 for assistance.

PROPOSITION A

Shall the San Miguel Consolidated Fire Protection District Community Facilities District 2022-1 ("CFD 2022-1"), County of San Diego, State of California, subject to accountability measures set forth in California Government Code Section 50075.1, levy special taxes throughout Annexation 8 to such community facilities district pursuant to the method of apportioning the special tax set forth in Attachment A to this Official Ballot for the purpose of financing public services, including but not limited to the services set forth in Attachment B to this Official Ballot to meet the increased demand for such services resulting from new development within Annexation 8 thereto and the cost of administering the levy and collection of the special taxes and CFD 2022-1?

- YES
- NO

Resolution 24-52**A Resolution of the Board Of Directors of the
San Miguel Consolidated Fire Protection District
Declaring Results Of Special Landowner Election and Directing Recording of
Notice of Special Tax Lien for San Miguel Consolidated Fire Protection District
Community Facilities District 2022-1 Annexation 8 (APN 484-091-42)**

WHEREAS, the Board of Directors (the "Board") of the San Miguel Consolidated Fire Protection District (the "District") has heretofore conducted proceedings for the annexation of approximately 0.26 acres of land to the San Miguel Consolidated Fire Protection District, Community Facilities District 2022-1, County of San Diego, State of California ("CFD 2022-1") including conducting a public hearing pursuant to Government Code Section 53339.5; and

WHEREAS, at the conclusion of said public hearing, the Board adopted a resolution calling a special election for November 13, 2024, and submitting to the qualified electors of the territory to be annexed, known as Annexation 8 to CFD 2022-1 the question of levying special taxes within that territory to pay the costs of certain services and the costs associated with the determination of the amount of and levy and collection of special taxes, which will be levied to provide the services and costs otherwise incurred in order to carry out the authorized purposes of CFD 2022-1 (the "Election Resolution").

WHEREAS, the Board has received a statement from the Board Clerk, who pursuant to the Election Resolution was authorized to conduct such special election and act as the election official therefor, with respect to the canvass of the ballots returned in and the results of said special election, certifying that at least two-thirds of the votes cast upon the proposition submitted to the qualified electors in said special election were in favor of such proposition.

NOW, THEREFORE, BE IT RESOLVED that the Board of the San Miguel Consolidated Fire Protection District, California, hereby:

Section 1.

Recitals. The above recitals are all true and correct.

Section 2.

Findings. The Board finds that: (i) there are (0) registered voters residing within the territory proposed to be annexed to CFD 2022-1 ("Annexation 8") at the time of the close of the public hearing on November 13, 2024, and pursuant to Government Code Section 53326, the vote in said special election was, therefore, to be by the landowners owning land within Annexation 8, with each landowner having one vote for each acre or portion thereof of land that he or she owned within Annexation 8; (ii) pursuant to said Section 53326 and the Election Resolution, the Board Clerk caused to be delivered an official ballot for the special election to the owner of the land within Annexation 8, with return postage prepaid; (iii) said

special election has been properly conducted in accordance with all statutory requirements and the provisions of the Election Resolution; (iv) pursuant to said Section 53326, EL CAJON REAL ESTATE LLC, the owner of all the land within Annexation 8, was entitled to one (1) vote; (v) said landowner returned its ballot to the Board Clerk prior to the time set by the Board Clerk for the close of the election on November 13, 2024; (vi) the ballot returned to the Board Clerk by said landowner voted all votes of said landowner in favor of the proposition set forth therein; (vii) at least two-thirds of the votes cast in such special election on said proposition were in favor thereof, and pursuant to Government Code Sections 53328 and 53329, said proposition carried; (viii) pursuant to Government Code Section 53339.8, the Board is authorized to determine that Annexation 8 to be annexed has been added to and become a part of CFD 2022-1 with full legal effect; and (ix) the Board is also authorized, pursuant to said Section 53339.8, to annually levy special taxes within Annexation 8 to pay the costs of the services to be provided by CFD 2022-1.

Section 3.

Declaration of Results. At least two-thirds of the votes voted in the special election on the proposition of the annual levy of special taxes within Annexation 8 to pay the costs of the services to be provided by CFD 2022-1 were voted in favor thereof, and such proposition carried.

Section 4.

Annexation. Annexation 8 is annexed and added to and is a part of CFD 2022-1 with full legal effect, and the Board shall annually levy special taxes within Annexation 8 at the rates as specified in Resolution 24-46 adopted by the Board on October 9, 2024, to pay costs of certain services to be provided by CFD 2022-1. The boundaries of Annexation 8 are shown on the map entitled, "Annexation Map 8 of Community Facilities District 2022-1, San Miguel Consolidated Fire Protection District, County of San Diego, State of California," which was recorded on October 10, 2024, in the office of the County Recorder of the County of San Diego as Instrument 2024-7000503.

Section 5.

Notice. Pursuant to Government Code Section 53339.8 and Streets and Highways Code Section 3117.5, the Board Clerk shall cause to be filed with the County Recorder of the County of San Diego an amendment of the notice of special tax lien and a map of the amended boundaries of CFD 2022-1 including Annexation 8.

Section 6.

Entry of the Election Results in the Minutes. The Board Clerk is hereby directed, pursuant to the provisions of the Elections Code of the State of California, to enter in the minutes the results of the election as set forth in said Certificate of Election Official.

Section 7.

Effective Date. This Resolution shall take effect immediately from and after the date of its passage and adoption.

BE IT FURTHER RESOLVED AND ORDERED The Board Clerk shall certify the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED AND ADOPTED by the Board of the San Miguel Consolidated Fire Protection District this 13th day of November 2024, by the following vote:

AYES:

NOES:

ASTAIN:

ABSENT:

ATTEST

Shayna Rians, Board Clerk

Jesse A. Robles, Board President

EXHIBIT "A"
CERTIFICATE OF ELECTION OFFICIAL
AND STATEMENT OF VOTES CAST

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO)
SAN MIGUEL CONSOLIDATED FIRE PROTECTION DISTRICT)

The undersigned, ELECTION OFFICIAL OF THE SAN MIGUEL CONSOLIDATED FIRE PROTECTION DISTRICT, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, DOES HEREBY CERTIFY that pursuant to the provisions of Section 53326 of the Government Code and Division 12, commencing with Section 17000 of the Elections Code of the State of California, I did canvass the returns of the votes cast at the

SAN MIGUEL CONSOLIDATED FIRE PROTECTION DISTRICT
COMMUNITY FACILITIES DISTRICT 2022-1,
COUNTY OF SAN DIEGO, STATE OF CALIFORNIA
SPECIAL ELECTION
(ANNEXATION 8, APN 484-091-42)

in said District, held November 13, 2024.

I FURTHER CERTIFY that this Statement of Votes Cast shows the whole number of votes cast in Annexation 8 to be annexed to CFD 2022-1 in such District, and the whole number of votes cast for the Proposition in Annexation 8 to be annexed to CFD 2022-1 in said District, and the totals of the respective columns and the totals as shown for the Proposition are full, true and correct.

1. VOTES CAST ON PROPOSITION A: YES ___
NO ___

WITNESS my hand this 13th day of November 2024.

BOARD CLERK
ELECTION OFFICIAL
SAN MIGUEL CONSOLIDATED FIRE
PROTECTION DISTRICT
STATE OF CALIFORNIA

Ordinance 24-07

**An Ordinance of the Board Of Directors of the
San Miguel Consolidated Fire Protection District
Authorizing the Levy Of Special Taxes in a Community Facilities District,
Including Certain Annexation Territory Identified As
Annexation 8 (APN 484-091-42),
into San Miguel Consolidated Fire Protection District
Community Facilities District 2022-1**

WHEREAS, the Board of Directors (the “Board”) of the San Miguel Consolidated Fire Protection District (the “District”) has established the San Miguel Consolidated Fire Protection District, Community Facilities District 2022-1, County of San Diego, State of California (“CFD 2022-1”) for the purpose of levying special taxes on parcels of taxable property therein for the purpose of providing certain services, which are necessary to meet increased demands placed upon the District as a result of the development of said real property; and

WHEREAS, the rate and method of apportionment of special tax for CFD 2022-1 is set forth in Exhibit “C” to the Board Resolution 24-46, which was adopted on October 9, 2024 (the “Resolution of Intention”); and

WHEREAS, the District has conducted proceedings to annex territory into CFD 2022-1 and, with respect to the proceedings, following an election of the qualified electors in the territory proposed for annexation (the “Annexation 8”), the Board, on November 13, 2024, adopted a resolution which declared the results of the special election and determined that the territory proposed to be annexed is added to and part of CFD 2022-1.

NOW, THEREFORE, BE IT RESOLVED that the Board of the San Miguel Consolidated Fire Protection District, California, acting in its capacity as the legislative body of the San Miguel Consolidated Fire Protection District, Community Facilities District 2022-1, County of San Diego, State of California, does hereby:

Section 1.

The foregoing recitals are true and correct.

Section 2.

By the passage of this Ordinance, the Board hereby authorizes and levies the special tax within CFD 2022-1, including the Annexation Territory, pursuant to Article 3.5 (commencing with Section 53339) of Chapter 2.5 of Part 1 of Division 2 of Title 5 of the California Government Code, commonly known as the “Mello-Roos Community Facilities Act of 1982,” (the “Act”), at the rate and in accordance with the rate and method of apportionment of special tax set forth in the Resolution of Intention, which rate and method is by this reference incorporated herein. The special tax has previously been

levied in the original territory of CFD 2022-1 pursuant to Ordinance 2022-2 passed and adopted by the Board on October 12, 2022, and the special tax is hereby levied commencing in Fiscal Year 2024-25 in CFD 2022-1, including Annexation 8, and in each fiscal year thereafter to pay for the services for CFD 2022-1 and the costs of administering the District.

Section 3.

The General Manager of the District or designee or employee or consultant of the District is hereby authorized and directed each fiscal year to determine the specific special tax to be levied for the next ensuing fiscal year for each parcel of real property within CFD 2022-1, including Annexation 8, in the manner and as provided in the Resolution of Intention.

Section 4.

Exemptions from the levy of the special tax shall be as provided in the Resolution of Intention and the applicable provisions of the Act. In no event shall the special tax be levied on any parcel within CFD 2022-1 in excess of the maximum special tax specified in the Resolution of Intention.

Section 5.

All of the collections of the special tax shall be used as provided in the Act and in the Resolution of Intention, including, but not limited to, the payment of the costs of the services, the payment of the costs of the District in administering CFD 2022-1, and the costs of collecting and administering the special tax.

Section 6.

The special tax shall be collected in the same manner and at the same time as ordinary *ad valorem* taxes are collected and shall have the same lien priority, and be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for *ad valorem* taxes; provided, however, that CFD 2022-1 may collect Special Taxes at a different time or in a different manner if necessary to meet its financial obligations. The General Manager of the District, or his or her designee, is hereby authorized and directed to provide all necessary information to the auditor/tax collector of the County of San Diego in order to effect proper billing and collection of the special tax, so that the special tax shall be included on the secured property tax roll of the County of San Diego for Fiscal Year 2024-25 and for each fiscal year thereafter until no longer required to pay for the Services or until otherwise terminated by the District.

Section 7.

If for any reason any portion of this Ordinance is found to be invalid, or if the special tax is found inapplicable to any particular parcel within CFD 2022-1, including Annexation 8, by a court of competent jurisdiction, the balance of this Ordinance and the application of the special tax to the remaining parcels within CFD 2022-1, including Annexation 8, shall not be affected.

Section 8.

This Ordinance shall be effective thirty (30) days after its adoption. Within fifteen (15) days after its adoption, the Board Clerk shall cause this Ordinance, or a summary of it, to be published in a newspaper of general circulation in the District.

PASSED AND ADOPTED this 11th day of December 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST

Shayna Rians, Board Clerk

Jesse A. Robles, Board President

I hereby certify that the foregoing Ordinance was duly introduced at a regular public meeting of the San Miguel Consolidated Fire Protection District Board, held on November 13, 2024, and was duly adopted, passed, and ordered posted at an adjourned regular meeting of the San Miguel Consolidated Fire Protection District Board held on December 11, 2024.

Board Clerk
San Miguel Consolidated Fire Protection District

FIRE CHIEF REPORT

November 13, 2024



STAFF INVOLVEMENT

Deferred to December Board Meeting – provided at the October 23, 2024 meeting

IMPORTANT LEGISLATION

Deferred to December Board Meeting – provided at the October 23, 2024 meeting

POLITICAL PARTNERSHIPS

Deferred to December Board Meeting – provided at the October 23, 2024 meeting

COMMUNITY OUTREACH

Deferred to December Board Meeting – provided at the October 23, 2024 meeting

OTHER

- Genasys Protect App
- Strategic Plan update
- Annual Report update
- SOC Study-District Master Plan update
- San Diego Sheriff partnering with San Miguel for annual toy drive
- District Newsletter in planning stages