



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

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**AGENDA**

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

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**MEETINGS** - The Board meets regularly on the 2<sup>nd</sup> Wednesday of each month at 5:30 p.m. The District reserves the 4<sup>th</sup> Wednesday of each month for an additional Regular Meeting if needed. Special and Emergency meetings may be scheduled as needed, and cancelled meetings will be noticed by posting 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](mailto: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. The agenda and supporting documents are available online at <https://www.sanmiguelfire.org/board-meetings>

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**CALL TO ORDER AND ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**APPROVAL OF AGENDA**

**PUBLIC COMMENT**

**1. CONSENT AGENDA ITEMS**

- 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 will provide an update to the Board

**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.
- 3.2 Resolution 24-49 ~ The Board may consider approving a service agreement with MPA Architects Entering into service agreement with MPA Architects via Resolution 24-49.
- 3.3 Resolution 24-50 ~ The Board will consider approving additions to the Board Policy Manual via Resolution 24-50.

**4. REPORTS**

- 4.1 Committee Reports
- 4.2 Directors' Reports
- 4.3 Fire Chief Report
- 4.4 Association of San Miguel Chief Officers Communications
- 4.5 Association of San Miguel Firefighters Communications
- 4.6 Correspondence

**5. CLOSED SESSION**

- 5.1 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
- 5.2 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
- 5.3 Conference with Labor Negotiator (GOV §54957.6)  
 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

**ACTION PLAN RECAP**

**NEXT MEETING** – Regular Meeting, November 13, 2024, 5:30 p.m., District Headquarters

**ADJOURNMENT**

**CERTIFICATION OF POSTING** I certify that on October 18, 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 October 18, 2024

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

# San Miguel Consolidated Fire Protection District

## Regular Meeting of the Board of Directors

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### MINUTES

Wednesday, September 11, 2024 - 5:30 p.m.

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President Robles called the meeting to order at 5:31 p.m.

**BOARD MEMBERS PRESENT** Directors McKenna, Nelson, Pierce, Raddatz, and Robles

**BOARD MEMBERS ABSENT** Directors Muns and Woodruff

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

**President Robles led the Pledge of Allegiance**

**Chaplain Helewa spoke in remembrance of September 11, 2001 and led a moment of silence.**

### APPROVAL OF AGENDA

By Board Consensus, the agenda was approved.

*The Agenda for the Regular Meeting of September 11, 2024, was posted at District Headquarters on Friday, September 6, 2024, at 5:00 p.m.*

### PUBLIC COMMENT

None.

### 1. ACTION AGENDA ITEMS

#### 1.1 Items Pertaining to Community Facilities District 2022-1 Annexations

1.1.1 Public Hearing – Community Facilities District 2022-1 Annexation 5 – The Board of Directors will conduct a public hearing and may move forward with taking actions to approve Community Facilities District 2022-1 Annexation 5.

President Robles opened the public hearing at 5:34 p.m. With no one wishing to comment, the public hearing was closed at 5:34 p.m.

1.1.2 Resolution 24-40 – The Board of Directors will consider approving Resolution 24-40, 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 No. 2022-1, County of San Diego, State of California the Question of Levying Special Taxes Within That Territory (Annexation 5).

Upon a motion by Director Pierce, second by Director Nelson, and vote (unanimously in favor with Directors Muns and Woodruff absent), Resolution 24-40 was approved.

1.1.3 Resolution 24-41 – The Board of Directors will consider approving Resolution 24-41, 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 No. 2022-1 Annexation 5.

The sealed official ballot was opened and reflected a vote “yes” to annex into CFD 2022-1.

- Upon a motion by Director Pierce, second by Director Raddatz, and vote (unanimously in favor with Directors Muns and Woodruff absent), Resolution 24-41 was approved.
- 1.1.4 First Reading of Ordinance 24-05 (Annexation 5).  
 Upon a motion by Director Nelson, second by Director Pierce, and vote (unanimously in favor with Directors Muns and Woodruff absent), the first reading of Ordinance 24-05 was waived and Ordinance 24-05 was introduced by title only.
- 1.1.5 Public Hearing – Community Facilities District 2022-1 Annexation 6 – The Board of Directors will conduct a public hearing and may move forward with taking actions to approve Community Facilities District 2022-1 Annexation 6.  
 President Robles opened the public hearing at 5:38 p.m. With no one wishing to comment, the public hearing was closed at 5:38 p.m.  
 Resolution 24-42 – The Board of Directors will consider approving Resolution 24-42, 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 No. 2022-1, County of San Diego, State of California the Question of Levying Special Taxes Within That Territory (Annexation 6).  
 Upon a motion by Director Raddatz, second by Director Nelson, and vote (unanimously in favor with Directors Muns and Woodruff absent), Resolution 24-42 was approved.
- 1.1.6 Resolution 24-43 – The Board of Directors will consider approving Resolution 24-43 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 No. 2022-1 Annexation 6.  
 The sealed official ballot was opened and reflected a vote “yes” to annex into CFD 2022-1.  
 Upon a motion by Director Raddatz, second by Director Pierce, and vote (unanimously in favor with Directors Muns and Woodruff absent), Resolution 24-43 was approved.
- 1.1.7 First Reading of Ordinance 24-06 (Annexation 6).  
 Upon a motion by Director Nelson, second by Director Raddatz, and vote (unanimously in favor with Directors Muns and Woodruff absent), the first reading of Ordinance 24-06 was waived and Ordinance 24-06 was introduced by title only.

**ACTION PLAN RECAP**

- Second Readings and Adoption of Ordinances 24-05 and 24-06 as action items at next board meeting

*The next Board Meeting will be a Regular Meeting on **September 25, 2024, at 5:30 p.m.**, District Headquarters.*

***President Robles adjourned the meeting at 5:41 pm.***

Minutes approved at the Regular Meeting of the Board of Directors, San Miguel Consolidated Fire Protection District, on October 23, 2024.

\_\_\_\_\_  
**Jesse A. Robles, Board President**

**Attest:**

\_\_\_\_\_  
**Shayna Rians, Board Clerk**

# San Miguel Consolidated Fire Protection District

## Regular Meeting of the Board of Directors

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### MINUTES

Wednesday, September 25, 2024 - 5:30 p.m.

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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 Executive Assistant/Board Clerk Rians.

**President Robles led the Pledge of Allegiance**

### APPROVAL OF AGENDA

By Board Consensus, the agenda was approved.

*The Agenda for the Regular Meeting of September 25, 2024, was posted at District Headquarters on Friday, September 20, 2024, at 5:00 p.m.*

### PUBLIC COMMENT

Captain Pat Carroll addressed the Board and acknowledged everyone's work on the final budget and continued work towards the success of the District.

**President Robles led a moment of silence in remembrance of the PSA 182 crash that occurred 46 years ago**

### 1. CONSENT AGENDA ITEMS

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

1.1 Approval of the Minutes Regular Meeting of August 14, 2024.

1.2 Approval of Board Member Stipends.

### 2. INFORMATIONAL AGENDA ITEMS

2.1 Facilities Updates – Division Chief Riley updated the Board regarding progress on new Station 18.

2.2 Administrative Officer/Finance Officer Harris presented the Quarterly Financial Update.

### 3. ACTION AGENDA ITEMS

3.1 Ordinance 24-05 – The Board of Directors will conduct the Second Reading and may consider adopting Ordinance 24-05 (CFD 2022-1 Annexation 5, APN 503-261-07-00).

Upon a motion by Director Muns, second by Director Pierce, and vote (unanimously in favor), the second reading of Ordinance 24-05 was waived, and Ordinance 24-05 was introduced by title only.

Upon a motion by Director Raddatz, second by Director Muns, and vote (unanimously in favor), Ordinance 24-05 was adopted.

- 3.2 Ordinance 24-06 – The Board of Directors will conduct the Second Reading and may consider adopting Ordinance 24-06 (CFD 2022-1 Annexation 6, APN 387-142-36-00).

Upon a motion by Director Nelson, second by Director Pierce, and vote (unanimously in favor), the second reading of Ordinance 24-06 was waived, and Ordinance 24-06 was introduced by title only.

Upon a motion by Director Woodruff, second by Director Raddatz, and vote (unanimously in favor), Ordinance 24-06 was adopted.

- 3.3 Resolution 24-44 – The Board of Directors will consider adopting Resolution 24-44, approving the procurement process for purchasing equipment and service from Cradlepoint and NetCloud.

Upon a motion by Director Pierce, second by Director Woodruff, and vote (unanimously in favor), Resolution 24-44 was adopted.

- 3.4 Public Hearing – 2024/2025 Fiscal Year Final Budget – Staff will make a presentation of the Final Budget, and the Board of Directors will conduct a public hearing and may adopt the 2024/2025 Fiscal Year Final Budget via Resolution 24-45.

Chiefs Lawler, Durrell and Riley, AO/FO Harris, and Fire Marshal Newman presented various sections of the budget to the Board. Chief Riley acknowledged Probationary Firefighter Paramedic Jaynes who was recognized by Grossmont Hospital for outstanding service on a recent incident.

President Robles opened the public hearing at 7:02 p.m. With no one requesting to comment, the public hearing was closed at 7:02 p.m.

Director McKenna made a motion to adopt the budget with page 23, line item 83 “Election Costs” being reduced from \$40,000 to \$0. Director Robles seconded the motion. Directors McKenna, Robles and Woodruff voted in favor, Directors Muns, Nelson and Raddatz voted opposed, and Director Pierce abstained. Motion Died.

After further discussion, Director Muns made a motion to approve the budget as presented. Director Nelson seconded the motion. Directors Muns, Nelson, Pierce, Raddatz, Robles and Woodruff voted in favor, Director McKenna voted opposed. Resolution 24-45 was adopted.

Director McKenna requested that the following statement be recorded in the minutes:

*The reason I am opposing this motion is because we know there are no election costs of \$40,000 to be made this year and I feel it is a misleading line item and not being full transparent with the public.*

- 3.5 Station 21 Retaining Wall – The Board of Directors may take action based on a recommendation to award the contract for retaining wall repair at Station 21.

Director Pierce asked if FEMA funds were available for this project. Division Chief Riley confirmed that this project did not meet criteria for FEMA funds as the issue existed prior to the January 2024 storms.

Upon a motion by Director Pierce, second by Director Woodruff, and vote (unanimously in favor), awarding the Station 21 Retaining Wall contract was approved.

- 3.6 Committee Intent Policies – The Board will consider approving additions to the Board Policy Manual. Directors discussed the policies and agreed additional verbiage edits are still needed. The Committee Intent Policies will be brought forward as an action item at the next board meeting.

## 4. REPORTS

### 4.1 Committee Reports

Director Raddatz discussed the Finance Committee’s role in the budget approval process. The Finance Committee meets again October 30, 2024.

Director Muns shared that financials were presented the last Heartland Communications Commission meeting. He also shared that HCFA was faced with the unexpected expense for failed equipment in dispatch, but they had a good plan to get it replaced.

Director Nelson discussed the Finance Committee and inflation being an obstacle to budgetary forecasting.

Director Pierce spoke on behalf of the Government Affairs Committee, sharing that the County's D1 grants window closes 9/30. Pierce spoke to a staffer who is looking into extending the deadline.

Director Robles shared that meetings with the Negotiations Committee continue, with nothing to report at this time.

#### 4.2 Directors' Reports

Director Woodruff acknowledged the budget process being well-presented to the Directors. He also requested the presence of San Miguel at the Water Conservation Garden's 25<sup>th</sup> anniversary event coming up in November.

Director Pierce attended a Sheriff's Collaborative Meeting, where a Lieutenant expressed their desire to do a joint pancake breakfast with San Miguel. Chief Riley will follow-up in coordinating that.

Director McKenna attended the 9/11 Memorial Stair Climb and hopes more people from San Miguel can attend in the future.

#### 4.3 Fire Chief Report – **Attachment A**

During the Fire Chief Report presentation, [Chief Lawler and the Government Affairs Committee received consensus from the Board to draft a letter to Governor Newsom regarding Senate Bill 937.](#)

#### 4.4 Association of San Miguel Chief Officers Communications

Battalion Chief Nava shared that multiple BCs and floor personnel have assisted on strike teams recently, acknowledging floor personnel in assisting in staffing with minimal force-backs. He also mentioned a recent house fire with a fatality, and that there will be some BC movement as Chief Christiansen returns to the floor and Nava will be coming upstairs to the Training Division. Nava attended the FDAC Leadership Symposium, saying he heard a lot of good information over the two days, and that he heard many people referencing the presentation given by Harris and Lawler. Nava attended the South County Cooperative Breakfast this morning, sharing that these events foster relationships with allied/neighborhood agencies. Lastly, he shared that multiple employees have finished up various certifications recently.

#### 4.5 Association of San Miguel Firefighters Communications

Captain Hays thanked the Finance Committee and AO/FO Harris for the final budget. Local 1434 members are assisting with the current Heartland Academy, where we have 5 new-hire Firefighter Paramedics. Oktoberstache will kickoff October 6 at Eastbound in Lakeside. Ronnie Hilman and Captain Hays continue partnership between Operation BBQ Relief and SabesWings, providing food for their annual Strike Out events. A few Local 1434 members are joining surrounding agencies to attend the Public Safety Peer Support Association's conference. The Annual Holiday Party is scheduled for December 14 at Sycuan Resort. Lastly, Hays shared a story that his wife recently met a woman who recollected her positive interaction with San Miguel personnel and requested Mrs. Hays pass on her thanks.

#### 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

Employee Organization: Association of San Miguel Firefighters IAFF Local 1434

#### 5.2 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

#### 5.3 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, Administrative Analyst, Human Resources Specialist, Accounting Specialist, Executive Assistant/Board Clerk, Fire Inspector(s), Fire Services Officer

***President Robles adjourned the meeting to Closed Session from 8:10 p.m. to 9:50 p.m.***

**ACTION PLAN RECAP**

- Board Clerk Rians to publish adoption of Ordinances 24-05 and 24-06 in the local newspaper in accordance with Government Code.
- Budget to be finalized as presented, Director McKenna’s statement to be included in the minutes, budget and adopted resolution to be uploaded to the District website, and AO/FO Harris to submit the budget for review to GFOA and CSMFO.
- Committee Intent Policies as action item on next board meeting agenda
- Government Affairs to compose letter to Governor Newsom regarding opposition to SB 937.
- Division Chief Riley to coordinate pancake breakfast in partnership with the San Diego County Sheriff’s Department.
- Board Clerk Rians to add presentations and handouts from tonight’s meeting to the Directors’ SharePoint.

*The next Board Meeting will be a Regular Meeting on **October 9, 2024, at 5:30 p.m.**, District Headquarters.*

***President Robles adjourned the meeting at 9:51 pm.***

Minutes approved at the Regular Meeting of the Board of Directors, San Miguel Consolidated Fire Protection District, on October 23, 2024.

\_\_\_\_\_  
**Jesse A. Robles, Board President**

**Attest:**

\_\_\_\_\_  
**Shayna Rians, Board Clerk**





# ADMINISTRATIVE REPORT

**DATE:** October 23, 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 September 2024 include:

Meeting	Date	Attending Directors
Board	9/11/2024	McKenna, Muns, Nelson, Pierce, Raddatz, Robles, and Woodruff
Negotiations Committee	9/23/2024	McKenna, Muns, and Robles
Board	9/25/2024	McKenna, Muns, Nelson, Pierce, Raddatz, Robles, and Woodruff
Negotiations Committee	9/27/2024	McKenna and Robles

**RECOMMENDATION**

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

# San Miguel Consolidated Fire Protection District

## Director Monthly Meeting Stipend Form

Name: Theresa McKenna

Month/Year: September 2024

### Section I - Board/Committee Meetings

Date	Board/Committee Meeting Attended	Meeting Stipend \$173.25	Check box (x) if you do <i>not</i> want to be paid Stipend
09/11/24	Regular Board Meeting	\$173.25	x
09/23/24	Negotiations Committee Meeting	\$100.00	x
09/25/24	Regular Board Meeting	\$173.25	x
09/27/24	Negotiations Committee Meeting	\$100.00	x
<b>TOTAL MEETING STIPEND</b>		<b>\$0.00</b>	

### Section II - Training and Local Meetings/Events

Date	Training/Local Meeting Attended	Days	Mileage (0.56 / Mile)	Amount
<b>TOTAL MILES</b>			<b>0</b>	<b>\$0.00</b>

### Section III - Expense Claim Summary (Expense Report Form must be attached)

Date	Description	Amount

### Section IV - Summary

<b>Signature:</b> _____  <b>Date:</b> _____	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;"><b>Total Stipend Paid:</b></td> <td style="text-align: right; padding: 2px;">\$0.00</td> </tr> <tr> <td style="padding: 2px;"><b>Total Expense Claim:</b></td> <td style="text-align: right; padding: 2px;">\$0.00</td> </tr> <tr> <td style="padding: 2px;"><b>Total Mileage:</b></td> <td style="text-align: right; padding: 2px;">\$0.00</td> </tr> <tr> <td style="padding: 2px;"><b>Total Amount Due:</b></td> <td style="text-align: right; padding: 2px;">\$0.00</td> </tr> </table>	<b>Total Stipend Paid:</b>	\$0.00	<b>Total Expense Claim:</b>	\$0.00	<b>Total Mileage:</b>	\$0.00	<b>Total Amount Due:</b>	\$0.00
<b>Total Stipend Paid:</b>	\$0.00								
<b>Total Expense Claim:</b>	\$0.00								
<b>Total Mileage:</b>	\$0.00								
<b>Total Amount Due:</b>	\$0.00								
<b>Approved at Board Meeting on:</b> <b>10/23/2024</b> _____									

**MAXIMUM OF 4 MEETINGS PAID PER MONTH**

Forms are due the 1st of each month

Please submit to Shayna Rians

[srians@sanmiquelfire.org](mailto:srians@sanmiquelfire.org)

# San Miguel Consolidated Fire Protection District

## Director Monthly Meeting Stipend Form

Name: Harry Muns

Month/Year: September 2024

### Section I - Board/Committee Meetings

Date	Board/Committee Meeting Attended	Meeting Stipend \$173.25	Check box (x) if you do <i>not</i> want to be paid Stipend
09/11/24	Regular Board Meeting	\$173.25	x
09/23/24	Negotiations Committee Meeting	\$100.00	x
09/25/24	Regular Board Meeting	\$173.25	x
<b>TOTAL MEETING STIPEND</b>		<b>\$0.00</b>	

### Section II - Training and Local Meetings/Events

Date	Training/Local Meeting Attended	Days	Mileage (0.56 / Mile)	Amount
<b>TOTAL MILES</b>			<b>0</b>	<b>\$0.00</b>

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<b>Total Stipend Paid:</b>	\$0.00								
<b>Total Expense Claim:</b>	\$0.00								
<b>Total Mileage:</b>	\$0.00								
<b>Total Amount Due:</b>	\$0.00								
Approved at Board Meeting on: 10/23/2024 _____									

**MAXIMUM OF 4 MEETINGS PAID PER MONTH**

Forms are due the 1st of each month

Please submit to Shayna Rians

[srians@sanmiquelfire.org](mailto:srians@sanmiquelfire.org)

# San Miguel Consolidated Fire Protection District

## Director Monthly Meeting Stipend Form

Name: Jeff Nelson

Month/Year: September 2024

### Section I - Board/Committee Meetings

Date	Board/Committee Meeting Attended	Meeting Stipend \$173.25	Check box (x) if you do <u>not</u> want to be paid Stipend
09/11/24	Regular Board Meeting	\$173.25	
09/25/24	Regular Board Meeting	\$173.25	
<b>TOTAL MEETING STIPEND</b>		<b>\$346.50</b>	

### Section II - Training and Local Meetings/Events

Date	Training/Local Meeting Attended	Days	Mileage (0.56 / Mile)	Amount
<b>TOTAL MILES</b>			<b>0</b>	<b>\$0.00</b>

### Section III - Expense Claim Summary (Expense Report Form must be attached)

Date	Description	Amount

### Section IV - Summary

<b>Signature:</b> _____  <b>Date:</b> _____	<table border="1" style="width: 100%;"> <tr> <td><b>Total Stipend Paid:</b></td> <td style="text-align: right;">\$346.50</td> </tr> <tr> <td><b>Total Expense Claim:</b></td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td><b>Total Mileage:</b></td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td><b>Total Amount Due:</b></td> <td style="text-align: right;">\$346.50</td> </tr> </table>	<b>Total Stipend Paid:</b>	\$346.50	<b>Total Expense Claim:</b>	\$0.00	<b>Total Mileage:</b>	\$0.00	<b>Total Amount Due:</b>	\$346.50
<b>Total Stipend Paid:</b>	\$346.50								
<b>Total Expense Claim:</b>	\$0.00								
<b>Total Mileage:</b>	\$0.00								
<b>Total Amount Due:</b>	\$346.50								
Approved at Board Meeting on: <u>10/23/2024</u>									

**MAXIMUM OF 4 MEETINGS PAID PER MONTH**

Forms are due the 1st of each month

Please submit to Shayna Rians

[srians@sanmiquelfire.org](mailto:srians@sanmiquelfire.org)

# San Miguel Consolidated Fire Protection District

## Director Monthly Meeting Stipend Form

Name: Christopher Pierce

Month/Year: September 2024

### Section I - Board/Committee Meetings

Date	Board/Committee Meeting Attended	Meeting Stipend \$173.25	Check box (x) if you do <u>not</u> want to be paid Stipend
09/11/24	Regular Board Meeting	\$173.25	
09/25/24	Regular Board Meeting	\$173.25	
<b>TOTAL MEETING STIPEND</b>		<b>\$346.50</b>	

### Section II - Training and Local Meetings/Events

Date	Training/Local Meeting Attended	Days	Mileage (0.56 / Mile)	Amount
<b>TOTAL MILES</b>			<b>0</b>	<b>\$0.00</b>

### Section III - Expense Claim Summary (Expense Report Form must be attached)

Date	Description	Amount

### Section IV - Summary

<b>Signature:</b> _____  <b>Date:</b> _____	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: none;"><b>Total Stipend Paid:</b></td> <td style="border: none; text-align: right;">\$346.50</td> </tr> <tr> <td style="border: none;"><b>Total Expense Claim:</b></td> <td style="border: none; text-align: right;">\$0.00</td> </tr> <tr> <td style="border: none;"><b>Total Mileage:</b></td> <td style="border: none; text-align: right;">\$0.00</td> </tr> <tr> <td style="border: none;"><b>Total Amount Due:</b></td> <td style="border: none; text-align: right;">\$346.50</td> </tr> </table>	<b>Total Stipend Paid:</b>	\$346.50	<b>Total Expense Claim:</b>	\$0.00	<b>Total Mileage:</b>	\$0.00	<b>Total Amount Due:</b>	\$346.50
<b>Total Stipend Paid:</b>	\$346.50								
<b>Total Expense Claim:</b>	\$0.00								
<b>Total Mileage:</b>	\$0.00								
<b>Total Amount Due:</b>	\$346.50								
Approved at Board Meeting on: <u>10/23/2024</u>									

**MAXIMUM OF 4 MEETINGS PAID PER MONTH**  
 Forms are due the 1st of each month  
 Please submit to Shayna Rians  
[srians@sanmiquelfire.org](mailto:srians@sanmiquelfire.org)

# San Miguel Consolidated Fire Protection District

## Board Member Monthly Meeting Stipend Form

Name: Kim Raddatz

Month/Year: September 2024

### Section I - Board/Committee Meetings

Date	Board/Committee Meeting Attended	Meeting Stipend \$173.25	Check box (x) if you do <u>not</u> want to be paid Stipend
09/11/24	Regular Board Meeting	\$173.25	
09/25/24	Regular Board Meeting	\$173.25	
<b>TOTAL MEETING STIPEND</b>		<b>\$346.50</b>	

### Section II - Training and Local Meetings/Events

Date	Training/Local Meeting Attended	Days	Mileage (0.56 / Mile)	Amount
<b>TOTAL MILES</b>			<b>0</b>	<b>\$0.00</b>

### Section III - Expense Claim Summary (Expense Report Form must be attached)

Date	Description	Amount

### Section IV - Summary

<b>Signature:</b> _____  <b>Date:</b> _____	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;"><b>Total Stipend Paid:</b></td> <td style="text-align: right; padding: 2px;">\$346.50</td> </tr> <tr> <td style="padding: 2px;"><b>Total Expense Claim:</b></td> <td style="text-align: right; padding: 2px;">\$0.00</td> </tr> <tr> <td style="padding: 2px;"><b>Total Mileage:</b></td> <td style="text-align: right; padding: 2px;">\$0.00</td> </tr> <tr> <td style="padding: 2px;"><b>Total Amount Due:</b></td> <td style="text-align: right; padding: 2px;">\$346.50</td> </tr> </table>	<b>Total Stipend Paid:</b>	\$346.50	<b>Total Expense Claim:</b>	\$0.00	<b>Total Mileage:</b>	\$0.00	<b>Total Amount Due:</b>	\$346.50
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Approved at Board Meeting on: <u>10/23/2024</u>									

**MAXIMUM OF 4 MEETINGS PAID PER MONTH**

Forms are due the 1st of each month

Please submit to Shayna Rians

[srians@sanmiquelfire.org](mailto:srians@sanmiquelfire.org)

# San Miguel Consolidated Fire Protection District

## Director Monthly Meeting Stipend Form

Name: Jesse A. Robles

Month/Year: September 2024

### Section I - Board/Committee Meetings

Date	Board/Committee Meeting Attended	Meeting Stipend \$173.25	Check box (x) if you do <u>not</u> want to be paid Stipend
09/11/24	Regular Board Meeting	\$173.25	
09/23/24	Negotiations Committee Meeting	\$100.00	
09/25/24	Regular Board Meeting	\$173.25	
09/27/24	Negotiations Committee Meeting	\$100.00	
<b>TOTAL MEETING STIPEND</b>		\$546.50	

### Section II - Training and Local Meetings/Events

Date	Training/Local Meeting Attended	Days	Mileage (0.56 / Mile)	Amount
<b>TOTAL MILES</b>			<b>0</b>	<b>\$0.00</b>

### Section III - Expense Claim Summary (Expense Report Form must be attached)

Date	Description	Amount

### Section IV - Summary

<b>Signature:</b> _____  <b>Date:</b> _____	<table border="1" style="width: 100%;"> <tr> <td><b>Total Stipend Paid:</b></td> <td>\$546.50</td> </tr> <tr> <td><b>Total Expense Claim:</b></td> <td>\$0.00</td> </tr> <tr> <td><b>Total Mileage:</b></td> <td>\$0.00</td> </tr> <tr> <td><b>Total Amount Due:</b></td> <td>\$546.50</td> </tr> </table>	<b>Total Stipend Paid:</b>	\$546.50	<b>Total Expense Claim:</b>	\$0.00	<b>Total Mileage:</b>	\$0.00	<b>Total Amount Due:</b>	\$546.50
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<b>Total Expense Claim:</b>	\$0.00								
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<b>Total Amount Due:</b>	\$546.50								
Approved at Board Meeting on: <u>10/23/2024</u>									

**MAXIMUM OF 4 MEETINGS PAID PER MONTH**

Forms are due the 1st of each month

Please submit to Shayna Rians

[srians@sanmiquelfire.org](mailto:srians@sanmiquelfire.org)

# San Miguel Consolidated Fire Protection District

## Director Monthly Meeting Stipend Form

Name: Ed Woodruff

Month/Year: September 2024

### Section I - Board/Committee Meetings

Date	Board/Committee Meeting Attended	Meeting Stipend \$173.25	Check box (x) if you do <u>not</u> want to be paid Stipend
09/11/24	Regular Board Meeting	\$173.25	
09/25/24	Regular Board Meeting	\$173.25	
<b>TOTAL MEETING STIPEND</b>		<b>\$346.50</b>	

### Section II - Training and Local Meetings/Events

Date	Training/Local Meeting Attended	Days	Mileage (0.56 / Mile)	Amount
<b>TOTAL MILES</b>			<b>0</b>	<b>\$0.00</b>

### Section III - Expense Claim Summary (Expense Report Form must be attached)

Date	Description	Amount

### Section IV - Summary

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Approved at Board Meeting on: 10/23/2024 _____									

**MAXIMUM OF 4 MEETINGS PAID PER MONTH**

Forms are due the 1st of each month

Please submit to Shayna Rians

[srians@sanmiquelfire.org](mailto:srians@sanmiquelfire.org)





## I.T. INSPECTION/REVIEW LOG

FY24/25, Q1 (July 1, 2024 - September 30, 2024)

In accordance with **Board Policy Manual § 13.10 Inspection or Review**, Executive Staff or the authorized designee has the express authority to inspect or review the computer system, all temporary or permanent files, related electronic systems or devices, and any contents thereof, whether such inspection or review is in the ordinary course of his/her supervisory duties or based on the cause. The District shall notify impacted Board Members, in writing and by phone, at the time these rights are exercised upon them by the District, Executive Staff, or the Authorized Designee. An Access Log must be kept by the District to record every time these rights are exercised upon a Board Member by the District, Executive Staff, or the Authorized Designee. The Access Log shall record at least; the date of access, the name of the Board Member(s) affected, the purpose for access, and the names and signatures of at least two District Executives involved with the exertion of this right. The District shall provide this Access Log to the Board of Directors on a quarterly basis.

Reasons for inspection or review may include, but are not limited to, computer system malfunctions, problems or general computer system failure, a lawsuit against the District involving one of its Board Members or a Board Member's duties, an alleged or suspected violation of any district policy, a request for disclosure of data, or a need to perform or provide a service.

An IT contractor or District designee may extract, download, or otherwise obtain any and all temporary or permanent files residing or located in or on the District computer system when requested by Executive Staff or during the course of regular duties that require such information. Impacted Board Members shall be notified when such information is requested from or by the District, its Executive Staff, Authorized Designees, or IT Contractors. All such activities shall also be recorded in the Access Log and part of the quarterly update to the Board of Directors.

DATE OF ACCESS	BOARD MEMBER(S) AFFECTED	PURPOSE FOR ACCESS	DISTRICT EXECUTIVE 1 NAME	DISTRICT EXECUTIVE 1 SIGNATURE	DISTRICT EXECUTIVE 2 NAME	DISTRICT EXECUTIVE 2 SIGNATURE	NOTIFICATION IN WRITING	NOTIFICATION BY PHONE
<p><b>NO I.T. INSPECTION/REVIEW FOR THIS QUARTER</b></p> <p style="text-align: center;">Certified by <u></u> on <u>10/2/2024</u></p> <p style="text-align: center;">Certified by <u></u> on <u>10/2/2024</u></p>								



## STAFF REPORT

---

**DATE:** October 23, 2024  
**TO:** Board of Directors  
**FROM:** Shayna Rians, Executive Assistant/Board Clerk  
**SUBJECT:** Resolution 24-47 – Amendment to the District’s Conflict of Interest Code

---

### BACKGROUND

California Government Code Section 87300 requires all local government agencies to review their Conflict-of-Interest Code biennially to determine if it is accurate or if the Code must be amended. Once that determination has been made, a notice must be submitted to the Code reviewing body. The County Board of Supervisors is the District’s Code reviewing body.

### DISCUSSION

The District had one unsubstantial change to the Conflict-of-Interest Code:

Reclassification: Deputy Fire Marshal to Fire Marshal

The County Board of Supervisors requires a signed resolution approving these unsubstantial changes.

### FISCAL IMPACT

None

### ATTACHMENTS

- A. Resolution 24-47
- B. Conflict of Interest Code (Redline)

### RECOMMENDATION

Approve Resolution 24-47.

## ***Resolution 24-47***

### **A Resolution of the Board of Directors of The San Miguel Consolidated Fire Protection District Adopting a Nonsubstantive Conflict of Interest Code Amendment Pursuant to the Political Reform Act of 1974 and Rescinding All Previous Codes of the District**

**WHEREAS**, the State of California enacted the Political Reform Act of 1974, Government Code section 81000 et seq. ("Act"), which contains provisions relating to conflicts of interest which potentially affect all officers, employees, and consultants of the San Miguel Consolidated Fire Protection District ("District") and requires all public agencies to adopt and promulgate a Conflict of Interest Code; and

**WHEREAS**, the Board of Directors adopted a nonsubstantive Conflict of Interest Code amendment ("Code") which was amended October 12, 2022; and

**WHEREAS**, nonsubstantive revisions changed circumstances within the District have made it advisable and necessary pursuant to Sections 87306 and 87307 of the Act to amend and update the District's Code; and

**WHEREAS**, the potential penalties for violation of the provisions of the Act are substantial and may include criminal and civil liability, as well as equitable relief which could result in the District being restrained or prevented from acting in cases where the provisions of the Act may have been violated; and

**WHEREAS**, notice of the time and place of a public meeting on, and of consideration by the Board of Directors of, the proposed nonsubstantive Conflict of Interest Code amendment was provided to each designated employee and publicly posted for review at the offices of the District; and

**WHEREAS**, a public meeting was held upon the proposed nonsubstantive Conflict of Interest Code amendment at a regular meeting of the Board of Directors on October 9, 2024, at which all present were given an opportunity to be heard on the proposed nonsubstantive Conflict of Interest Code amendment.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Directors of the San Miguel Consolidated Fire Protection District that the Board of Directors does hereby adopt the proposed nonsubstantive Conflict of Interest Code amendment, a copy of which is attached hereto and shall be on file with the Executive Assistant/Board Clerk, and available to the public for inspection and copying during regular business hours;

**BE IT FURTHER RESOLVED** that the said nonsubstantive Conflict of Interest Code amendment shall be submitted to the Board of Supervisors of the County of San Diego for approval and said Code shall become effective immediately upon said approval of the proposed nonsubstantive Conflict of Interest Code amendment as submitted.

**BE IT FURTHER RESOLVED** that any and all previous Conflict of Interest Code of the San Miguel Consolidated Fire Protection District shall be rescinded upon the effective date of the adopted Code as approved by the Board of Supervisors of the County of San Diego.

**PASSED AND ADOPTED** by the Board of Directors of the San Miguel Consolidated Fire Protection District this 23<sup>rd</sup> day of October 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST

---

Shayna Rians, Board Clerk

---

Jesse A. Robles, Board President

**CONFLICT OF INTEREST CODE**

**OF THE**

**SAN MIGUEL CONSOLIDATED  
FIRE PROTECTION DISTRICT**

# CONFLICT OF INTEREST CODE OF THE SAN MIGUEL CONSOLIDATED FIRE PROTECTION DISTRICT

**(Adopted November 13, 2019)**

The Political Reform Act (Gov. Code § 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code Regs. § 18730) that contains the terms of a standard conflict of interest code which can be incorporated by reference in an agency's code. After public notice and hearing Regulation 18730 may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This incorporation page, Regulation 18730 and the attached Appendix designating positions and establishing disclosure categories, shall constitute the conflict of interest code of the **SAN MIGUEL CONSOLIDATED FIRE PROTECTION DISTRICT (the "District")**.

All officials and designated positions required to submit a statement of economic interests shall file their statements with the **Administrative Assistant** as the District's Filing Officer. The **Administrative Assistant** shall make and retain a copy of all statements filed by the Board of Directors and Fire Chief and forward the originals of such statements to the Clerk of the Board of Supervisors of the County of San Diego. The **Administrative Assistant** shall retain the original statements filed by all other officials and designated positions and will make all retained statements available for public inspection and reproduction during regular business hours. (Gov. Code § 81008.)

# **APPENDIX**

## **CONFLICT OF INTEREST CODE**

### **OF THE**

## **SAN MIGUEL CONSOLIDATED FIRE PROTECTION DISTRICT**

(Adopted November 13, 2019)

### **PART "A"**

District Officials who manage public investments, as defined by 2 Cal. Code of Regs. §18700.3, are NOT subject to the District's Code but must file disclosure statements under Government Code section 87200 et seq. [Regs. § 18730(b)(3)]

### **OFFICIALS WHO MANAGE PUBLIC INVESTMENTS**

It has been determined that the positions listed below are District Officials who manage public investments<sup>1</sup>. These positions are listed here for informational purposes only.

Board of Directors  
Fire Chief  
Administrative Officer/ Finance Officer  
Financial Consultant

---

<sup>1</sup> Individuals holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by § 87200.

*BBK- October 2019*

## **DESIGNATED POSITIONS**

### **GOVERNED BY THE CONFLICT OF INTEREST CODE**

<b><u>DESIGNATED POSITIONS'</u> <u>TITLE OR FUNCTION</u></b>	<b><u>DISCLOSURE CATEGORIES</u> <u>ASSIGNED</u></b>
Battalion Chief	5
<del>Deputy</del> Fire Marshal	5, 6
Division Chief	4
Fire Services Officer	5
General Counsel	1, 2

Consultants and New Positions<sup>2</sup>

---

<sup>2</sup> Individuals serving as a consultant as defined in FPPC Regs 18700.3 or in a new position created since this Code was last approved that makes or participates in making decisions must file under the broadest disclosure set forth in this Code subject to the following limitation:

The Fire Chief may determine that, due to the range of duties or contractual obligations, it is more appropriate to assign a limited disclosure requirement. A clear explanation of the duties and a statement of the extent of the disclosure requirements must be in a written document. (Gov. Code §§ 82019; FPPC Regs 18219 and 18734.). The Fire Chief's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code. (Gov. Code § 81008.)

*BBK- October 2019*



## **PART "B"**

### **DISCLOSURE CATEGORIES**

The disclosure categories listed below identify the types of economic interests that the designated position must disclose for each disclosure category to which he or she is assigned.<sup>3</sup> "Investment" means financial interest in any business entity (including a consulting business or other independent contracting business) and are reportable if they are either located in or doing business in the jurisdiction, are planning to do business in the jurisdiction, or have done business during the previous two years in the jurisdiction of the District.

Category 1: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that do business or own real property within the jurisdiction of the District.

Category 2: All interests in real property which is located in whole or in part within, or not more than two (2) miles outside, the boundaries of the District.

Category 3: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are engaged in land development, construction or the acquisition or sale of real property within the jurisdiction of the District.

Category 4: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the District.

Category 5: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the designated position's department, unit or division.

Category 6: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, subject to the regulatory, permit, or licensing authority of the designated employee's department, unit or division.

Category 7: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, or income from a nonprofit or other organization, if the source is of the type to receive grants or other monies from or through the District or its subdivisions.

---

<sup>3</sup> This Conflict of Interest Code does not require the reporting of gifts from outside this agency's jurisdiction if the source does not have some connection with or bearing upon the functions or duties of the position. (Regs 18730.1)



## STAFF REPORT

---

**DATE:** October 23, 2024  
**TO:** Board of Directors  
**FROM:** Shayna Rians, Executive Assistant/Board Clerk  
**SUBJECT:** CSDA Bylaws Updates

---

### BACKGROUND

The last CSDA bylaws updates were made in 2021 with the primary changes being Rights of Regular Membership, Retiree Membership, use of “member”, Procedure for Termination of Membership, Annual Report, and dual directorships with CSDA’s Alliance partner, Special District Risk Management Authority (SDRMA).

### DISCUSSION

Following receipt of feedback and suggestions over the last few years from members, CSDA has conducted a review of the CSDA Bylaws making the necessary updates as well as additions or improvements. There are numerous verbiage and grammar updates as well as more significant proposed updates that include:

- Clarification that Retired Members as non-voting members
- Clarification related to termination of membership
- New Section under Article III, Section 2: Early Assumption of Office
- New Section under Article III, Section 2: Change in Regular Voting Member Affiliation
- Update noticing, balloting and election timeframes to allow some additional flexibility in the Board election process
- New Section under Article III, Section 7: A CSDA director shall be disqualified from serving on the CSDA Board if they are no longer a board member or managerial employee of a Regular Member district in the Network they were elected or appointed from
- Committee structure: amend to allow that Committee Vice-Chairs, with the exception of the CSDA Finance Corporation Committee, may be individuals from Regular Members districts in good standing

Ballot submission deadline is November 20, 2024 at 5:00 p.m.

### FISCAL IMPACT

None

### ATTACHMENTS

- A. CSDA Bylaws, including the tracked changes

### RECOMMENDATION

Direct Staff to cast ballot in favor of updates.



# BYLAWS

## California Special Districts Association

### Approved Bylaw Revision Dates:

Revised 1996

Revised 1999

Revised 2004

Revised October 1, 2009

Revised August 2, 2010

Revised August 1, 2011

Revised July 1, 2014

Revised July 1, 2016

Revised November 15, 2021

Revised XXXXX XX, 2024

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## **ARTICLE I – GENERAL**

### **Section 1. Purpose:**

In addition to the general and specific purposes set forth in the Articles of Incorporation of the California Special Districts Association (hereinafter referred to as “CSDA”), CSDA will provide outreach, advocacy, professional development, information, and other various services to member districts. CSDA will interact and collaborate, where appropriate, with the associations and groups that support or oppose its membership’s interests. The control and governance of CSDA shall be the responsibility of CSDA’s Board of Directors (the “Board of Directors”).

### **Section 2. CSDA Networks:**

The state of California shall be divided ~~along county boundaries~~ into six voting networks, using county boundaries to shape the respective networks. The areas of the networks are determined by the Board of Directors of CSDA. A map of the six (6) networks of CSDA is attached as Exhibit A.

### **Section 3. Principal Office:**

The principal business office of CSDA is located at 1112 I Street, Suite 200, Sacramento, California 95814. The Board of Directors shall have authority to change the principal office from one location to another.

## ARTICLE II – MEMBERSHIP

### **Section 1. Qualification of Membership:**

There may be several classes of membership in CSDA, as determined by the Board of Directors. The following classes have been adopted:

#### **A. Regular Voting Members:**

Regular voting members shall be any public agency formed pursuant to either general law or special act for the local performance of governmental or proprietary functions within limited boundaries, and which meets any one of the following criteria:

1. Meets the definition of “independent special district” set forth in Government Code Section 56044 by having a legislative body comprised entirely of elected members, or which members are appointed to fixed terms; or
2. The following public agencies: (a) air quality management districts; (b) air pollution control districts; (c) county water agencies or authorities; (d) transit or rapid transit districts, or transportation authorities; (e) metropolitan water districts; (f) flood control or water conservation districts; (g) sanitation agencies.

Regular voting members shall not include any state, cities, counties, school districts, community college districts, local agency formation commissions (LAFCOs), dependent districts, or joint powers authorities (JPAs) except as may be specifically referenced above.

Rights of Regular Membership: Regular voting members have voting privileges and may [have a member of the Board of Directors or a managerial employee](#) hold a seats on the Board of Directors. All Regular Members shall have the right to vote, as set forth in these bylaws, on the election of directors, on the disposition of all or substantially all of the corporation’s assets, on any merger and its principal terms and any amendment of those terms, and on any election to dissolve the corporation. In addition, Regular Members shall have all rights afforded members under the California Nonprofit Public Benefit Corporation Law.

#### **B. Associate Non-Voting Members:**

Associate members shall be public agencies such as dependent districts composed of appointees from a single public agency, cities, counties, joint powers authorities, and other public agencies that do not satisfy the criteria for regular voting membership specified in Section A above.

Associate members have no voting privileges, except as approved members on a CSDA committee, and may not hold a seat on the Board of Directors.

**C. Business Affiliate Non-Voting Members:**

Business Affiliate members shall be those businesses or organizations that provide [products or](#) services to special districts and have evidenced interest in the purposes and goals of CSDA. Business Affiliates have no voting privileges, except as approved members on a CSDA committee, and may not hold a seat on the Board of Directors.

**D. Retired Non-Voting Member (Individual Membership):**

Retired Individual members shall be those persons that are retired from service as a staff or board member at a special district and have at least 1 year of previous service.

Retired members shall not be affiliated with or serve as a consultant to any agency eligible for regular, associate, or business affiliate membership in CSDA. Retired members cannot be employed by a company that provides services or products to special districts.

Retired members have no voting privileges and may not hold a seat on the CSDA Board of Directors or any CSDA committees.

CSDA benefits available to retired members shall be determined by the CSDA Board of Directors.

**Section 2. Membership Application:**

Application for membership to CSDA will be directed to staff, who will determine if the applicant's interest and purpose is in common with CSDA. If the applicant meets the requirements of membership, the Board of Directors shall approve the new member by a majority vote of the Board [at the next regularly scheduled Board meeting](#). Acceptance to membership shall authorize participation in CSDA activities as specified in these Bylaws. The Board shall retain the authority to deny membership in CSDA at its discretion.

**Section 3. Membership Dues:**

The membership dues of CSDA shall be established annually by a majority vote of the Board of Directors at a scheduled Board meeting. Authority to adjust the dues shall remain with the Board of Directors.

**Section 4. Membership Voting:**

Matters to be voted upon by the authorized voting membership shall be determined by the Board of Directors in accordance with these Bylaws. Only those matters of which notice has been given to voting members by CSDA may be voted upon.

**A. Voting Designee:**

In accordance with these Bylaws, regular voting members in good standing shall have voting privileges. The governing body of each regular voting member shall designate one representative from their respective district who shall have the authority to exercise the right of the regular voting member to vote. Such voting designee shall be a Board ~~member~~[Member](#) or managerial employee of the regular voting member.



**B. Voting Authorization:**

Regular voting members who have paid the required dues as set by the Board of Directors are members in good standing. Each regular voting member in good standing shall be entitled to one vote on all matters brought before the membership for vote at any meeting or by ballot.

**C. Non-Voting Members:**

CSDA may refer to Associate Members, [Retired Members](#) and Business Affiliate Members or other persons or entities associated with it, as “members”, even though those persons or entities are not voting Regular Members as set forth in Article II Section I A ~~hereof~~. No such reference as “members” shall constitute anyone as a voting member of this corporation unless that person or entity has qualified for voting Regular Membership pursuant to Article II Section I A of these Bylaws. The Board of Directors may adopt policies which grant some or all of the rights of a Regular Member, other than voting rights, to an Associate Member, [Retired Member](#) or Business Affiliate Member, but no such person or entity shall be a Regular Member by virtue of such grant of rights.

**Section 5. Membership Quorum:**

**A. Meeting Quorum:**

Twenty-five voting designees, as defined in Article II, Section 4, present at any annual or special meeting of the CSDA shall constitute a quorum. No regular voting member shall have the right to vote by means of an absentee or proxy ballot.

**B. Mailed or Electronic Ballot Quorum:**

Mail ballots or electronic ballots received from 25 voting designees officially designated by each regular voting member shall constitute a quorum. Each regular voting member shall be entitled to one vote. No regular voting member shall have the right to vote by means of a proxy.

**Section 6. Membership Meetings:**

**A. Annual Business Meeting:**

The annual business meeting of the members shall be held at the [CSDA Annual CSDA Conference](#) at such time and place as determined by the Board of [Directors or Staff](#). Written notice of the annual business meeting distributed by mail or electronically shall include all matters that the Board intends to present for action and vote by the members [if such a vote is required](#).

**B. Special Meetings:**

Special meetings of the members may be called at any time by the President, by a majority of the Board of Directors, or at least a quorum of the members (25 members). Such a special meeting may be called by written request, specifying the general nature of the business proposed to be transacted and addressed to the attention of and submitted to the President of the Board. The President shall direct the Chief Executive

Officer to cause notice to be given promptly to the members stating that a special meeting will be held at a specific time and date fixed by the Board. No business other than the business that was set forth in the notice of the special meeting may be transacted at a special meeting.

**C. Notice of Meetings:**

~~Whenever members are permitted~~In any case that members are requested to take any action at any annual or special meeting, written notice of the meeting distributed by mail or electronically shall be ~~given sent~~ to each member entitled to vote at that meeting. The notice shall specify the place, date and hour of the meeting, and the means of communication to be utilized by and between CSDA and its members, if any, through which members may participate in the meeting. For the Annual Membership Meeting, the notice shall state the matters that the Board intends to present for action by the members. For a special meeting the notice shall state the general nature of the business to be transacted and shall state that no other business may be transacted. The notice of any meeting at which directors are to be elected shall include the names of all persons who are nominees when notice is given.

1. Notice Requirements. Written notice of any annual membership meeting shall be given at least 45 days before the meeting date either personally, by first class registered or certified mail, or by electronic transmission.

2. Electronic Notice. Notice given by electronic transmission by CSDA shall be valid if delivered by either (a) facsimile telecommunication or electronic mail when directed to the facsimile number or electronic mail address for that main contact member on record with CSDA; (b) posting on an electronic message board or ~~network website~~ community that CSDA has designated for such communications, together with a separate electronic notice to each member of the posting; or (c) any other means of electronic communication. Such electronic transmission must be directed to ~~each~~ each member which has ~~provided to CSDA an unrevoked~~not revoked consent to the use of electronic transmission for such communications. The method of electronic communication utilized must create a record that is capable of retention, retrieval and review by CSDA.

All such electronic transmissions shall include a written statement that each member receiving such communication has the right to have the notice provided in non-electronic form. Any member may withdraw its consent to receive electronic transmissions in the place of written communications by providing written notice to CSDA of such withdrawal of consent.

Notice shall not be given by electronic transmission by CSDA if CSDA is unable to deliver two (2) consecutive notices to a member by that means, or otherwise becomes aware of the fact that the member cannot receive electronic communications.

**D. Electronic Meetings:**

Members not physically present in person at either an annual or special meeting of members may participate in such a meeting by electronic transmission or by ~~electronic video screen communication~~use of web-based video communication software by and between such members and CSDA. Any eligible member participating in a meeting

electronically shall be deemed present in person and eligible to vote at such a meeting, whether that meeting is to be held at a designated place, conducted entirely by means of electronic transmission, or conducted in part by electronic communication between CSDA and those members who are not capable of being physically present at such designated meeting place.

Annual and special meetings of the members may be conducted in whole or in part by electronic transmission or by use of web-based video communication software ~~electronic video screen communication~~ by and between CSDA and its members if all of the following criteria are satisfied: (1) CSDA implements reasonable procedures to provide members participating by means of electronic communication a reasonable opportunity to participate in the meeting and to vote on matters submitted to the members, including an opportunity to hear the proceedings of the meeting including comments of members participating in person substantially concurrent with such proceedings; and (2) any votes cast by a member by means of electronic communication by and between CSDA and a member must be recorded and maintained in the minutes by CSDA.

**E. Majority Vote:**

Any matter submitted to the membership for action or approval shall constitute the action or approval of the members only when: (1) the number of votes cast by regular voting members present at the meeting equals or exceeds the quorum requirement of 25 ~~registered voters~~ regular voting members; and (2) the number of votes approving the action or proposal equals or exceeds a majority (i.e., 50% plus one) of the regular voting members present and casting votes on the issue.

**F. Solicitation of Written Ballots from Members:**

All solicitations of votes by written ballot, whether by means of electronic communication or first class mail, shall: (1) state the number of returned ballots needed to meet the quorum requirement ; (2) state, with respect to returned ballots other than for election of directors, that the majority of returned ballots must indicate approval of each measure in order to adopt such measure; and (3) specify the time by which the written ballot must be received by CSDA in order to be counted. Each written ballot so distributed shall: (1) set forth the proposed action; (2) give members an opportunity to specify approval or disapproval of each proposal; and (3) provide a reasonable time in which to return the ballots to CSDA either electronically or by first class mail.

Each written ballot distributed by first class mail shall be mailed to each regular voting member at least 45 days in advance of the date designated for return of the ballot by each such member to CSDA. Written ballots transmitted electronically to members shall be electronically communicated at least 45 days in advance of the date designated for return of the ballot by each member to CSDA.

**G. Return of Ballots:**

Written ballots shall be returned either by first class mail or by electronic communication to either the principal business address of CSDA or CSDA's designated electronic format specified on the ballot prior to the close of business (5:00 pm) on the designated election date. Written ballots received either by first class mail or electronic

communication from regular voting members after the specified date shall be invalid and shall not be counted.

**H. Number of Votes Required for Approval of Action on Written Ballot:**

Approval by written ballot shall be valid only when (1) the number of votes cast by written ballot either by means of electronic communication or first class mail within the specified time equals or exceeds the quorum required to be present at a meeting authorizing the action (25 votes); and (2) the number of ~~approvals~~ votes in favor of the action equals or exceeds the number of votes that would be required for approval at a meeting of members, (i.e. 50% plus one) of those participating members casting written ballots either electronically or by first class mail.

**Section 7. Termination of Membership:**

~~A member shall not be in good standing, and membership may be terminated,~~ On occurrence of any of the following events, a member shall no longer be in good standing, and membership may be terminated:

- A. Any member delinquent in the payment of dues for a period of three months after said dues are due and payable, shall be notified in writing of such arrearage, and shall be given written notice of possible termination. If such delinquent dues remain unpaid for 45 days after notice, the delinquent member shall automatically cease to be a member of CSDA. CSDA's Chief Executive Officer may approve special payment arrangements if deemed necessary including with those districts that may be members of the Special District Risk Management Authority (SDRMA).
- B. Determination by the Board of Directors that a member has failed in a material and serious degree to observe the rules of conduct or operational policies of CSDA, including but not limited to the Corporation's Anti-Trust Policies, or has engaged in conduct materially and seriously prejudicial to ~~this~~ CSDA's purposes and interests.

**Section 8. Procedure for Termination of Membership:**

If grounds exist for terminating the membership of a member under Section 7 ~~hereof~~ these bylaws, the following procedures shall be followed:

- A. The Board of Directors shall give the member at least 15 days prior written notice of the proposed termination and the reasons for the proposed termination of membership. Notice ~~shall~~ may be given by any method reasonably calculated to provide actual notice. Notice given by mail shall be sent by first-class mail to the member's last address as shown on CSDA records.
- B. The member shall be ~~given an opportunity to be heard~~ provided an opportunity to contest the termination, either orally or in writing, at least 5 days before the effective date of the proposed termination of \_\_\_\_\_ membership. ~~The A hearing meeting~~ shall be held in a time and manner determined by the Chief Executive Officer, or the written statement considered, by the Board of Directors which is responsible for determining in its sole discretion whether the termination of membership should occur.

- C. The Board of Directors shall determine whether the membership shall be terminated. The decision of the Board of Directors shall be final.

## ARTICLE III – DIRECTORS

### **Section 1. Number of Directors:**

The authorized number of elected directors to serve on the Board of Directors shall be 18. Each regular voting member shall be limited to one seat on the Board.

There shall be three directors elected from three different regular voting members in each of the six CSDA networks. Directors elected from each of the six networks shall hold staggered three-year terms.

### **Section 2 Term of Office:**

Directors elected from each of the six networks shall hold staggered three-year terms. After the annual election of directors, a meeting of the Board shall be held to ratify the election results. The term of office of the newly elected persons shall commence on the following January 1 and shall automatically terminate three years thereafter unless a newly elected or appointed Director is completing the remaining balance of an incomplete term due to a vacancy in a respective Director seat.

Early Assumption of Office.: In such cases, if there is a candidate-elect who has won the election and is willing to assume office early to fill a vacant seat, the Board of Directors may allow the candidate-elect to assume office prior to the regular January 1 start date.

Conditions: The candidate-elect assuming office early shall meet all eligibility requirements for Board membership.

Ratification: The early assumption of office by the candidate-elect shall be subject to ratification by the Board of Directors at its next regularly scheduled meeting following the completion of the election.

Change in Regular Voting Member Affiliation.: Any Director that is a board member or managerial employee of a member district and subsequently transitions to a board member or managerial employee position at another regular voting member district in the same Network, shall retain their seat and term.

Conditions: In order to retain voting rights on the CSDA Board of Directors, the Director shall provide a resolution or minute action from their new district within two months of the change affirming the individual Directors continued service on the CSDA Board of Directors.

### **Section 3. Nomination of Directors:**

Nomination of Directors seeking to serve on the Board shall be by network. Any regular voting member in good standing is eligible to nominate one person from their district to run for director of CSDA. The CSDA director nominee shall be a member of the board of directors of the district or a managerial employee as defined by that district's board of directors. Nomination of the director designee shall be made by a resolution or minute action of the regular voting member's

Board of Directors. Only one individual from each regular voting member district may be nominated to run at each election.

CSDA staff will review all nominations received and accept all that meet the qualifications set by these Bylaws. A slate of each network's qualified nominees will be transmitted by mail or electronic ballot to that network's regular voting membership for election pursuant to Article III, Section 4

#### **Section 4. Election of Directors:**

The Election and Bylaws Committee shall have primary responsibility for establishing and conducting elections for the Board of Directors. The Committee may enforce any regulation to facilitate the conduct of said elections. Directors shall be voted upon and elected by the regular voting members from the network from which they are nominated.

The Election and Bylaws Committee shall meet each year to review, with [CSDA](#) staff, the networks where election of directors will be necessary. The Committee will coordinate, with staff, the dates nomination requests shall be mailed to the regular voting members, the official date for the nomination requests to be received at the CSDA office, and set the date of the election.

##### **A. Written Notice:**

Written notice requesting nominations of candidates for election to the Board of Directors shall be sent by first class mail or electronically to each regular voting member in good standing on the date specified by the Election and Bylaws Committee, which shall be at least ~~420~~100 days prior to the election. The nominations must be received either by mail or electronically by CSDA before the established deadline which shall be no later than 60 days prior to the election. Nominations received after the deadline date shall be deemed invalid. In the event an incumbent does not re-run for their seat, the nomination period for that network shall be extended by ten days.

##### **B. Balloting and Election:**

Voting for directors shall be by written ballot distributed by mail or by electronic transmission by CSDA directly or via authorized third-party to members eligible to vote in each network.

After the nomination period for directors is closed, a written ballot specifying the certified nominees in each network shall be distributed by first class mail or electronically to each regular voting member in that network. Each such regular member in good standing in each network shall be entitled to cast one vote for each of that network's open seats on the Board. In the event there is more than one seat available for election, regular members shall be entitled to a number of votes equal to the seats available for election in their network.

The ballot for each network shall contain all nominations accepted and approved by CSDA staff. In the event there is only one nomination in a network, the nominee shall automatically assume the Seat up for election and a ballot shall not be mailed or electronically transmitted. Staff will execute a Proof of Service certifying the date upon which all regular voting members of each network were sent a ballot, either by first class

mail or by electronic transmission. The form of written ballot and any related materials sent by electronic transmission by CSDA and completed ballots returned to CSDA by electronic transmission by participating members must comply with all of the requirements of Article II, Section 6(F-H) of these Bylaws. If a member does not consent to electronic communication for balloting purposes, a form of written ballot will be mailed to such participating member no later than 45 days prior to the date scheduled for such election. All written ballots shall indicate that each participating member may return the ballot by electronic communication or ~~first-class~~first-class mail.

All solicitations of votes by written ballot shall: (1) state the number of returned ballots needed to meet the quorum requirement ; (2) state, with respect to ballots for election of directors, that those nominees receiving the highest number of votes for each Board position subject to election will be certified as elected to that Board position.

Election of a nominee to a Board position shall be valid only when: (1) the number of votes cast by written ballot, transmitted either electronically or by first class mail, within the time specified, equals or exceeds the quorum required to be present at a meeting of members authorized in such action ; and (2) the number of written ballots approving the election of a nominee must be the highest number of votes cast for each respective Board position subject to election, ~~as would be required for an election of a nominee at a meeting of the members.~~

Written ballots shall be returned either by first class mail or by electronic mail communication to either the principal business address of CSDA or CSDA's designated electronic format specified on the ballot prior to the close of business (5:00 pm) on the designated election date, which shall be at least ~~45-30~~ days prior to the Annual Conference. Written ballots received either by first class mail or electronic communication after the specified date shall be invalid and shall not be counted.

All written ballots received by mail shall remain sealed until opened in the presence of the Election and Bylaws Committee chairperson or their designee. All electronic ballots will be prepared, distributed, authenticated, received, tabulated, and kept secure and confidential. Election documents will be retained as outlined in CSDA's Board approved records retention policy.

### **Section 5. Event of Tie:**

In the event of a tie vote, a supplemental written ballot containing only the names of those candidates receiving the same number of votes shall be distributed either by first class mail or electronically to each regular voting member in the network where the tie vote occurred.

Those written ballots received by mail or electronically prior to the close of business (5:00 pm) on the date designated by the Election and Bylaws Committee shall be considered valid and counted. All supplemental written ballots received after the designated date whether by first class mail or electronically shall be deemed invalid. All written ballots received either by mail or electronically shall remain sealed as provided in Article III, Section 4.B of these Bylaws.

In the event the supplemental written ballot also results in a tie vote, the successful candidate will be chosen by a drawing by lot.

## **Section 6. Director Vacancy:**

In the event of a director vacating their seat on the Board of Directors, an individual who meets the qualifications as specified in [these Article III Section 3 of these Bylaws](#) may be appointed or elected to complete the director's unexpired term.

### **A. Two or Three Vacant Seats in the Same Network:**

In the event more than one seat on the CSDA Board of Directors in any one network is vacant at the same time, such vacancies shall be filled by election. A written ballot shall be prepared; listing all nominees for that network accepted and approved by CSDA and distributed to each regular voting member in each such network either by first class mail or by electronic communication pursuant to the provisions of Article III, Section 4.A and B of these Bylaws

Regular members of each network shall be entitled to cast one vote for each open seat in that network by returning a completed written ballot to CSDA either by first class mail or by electronic communication. The candidate receiving the most votes will be elected to the vacant seat with the longest remaining term. The candidate receiving the second highest number of votes will be elected to fill the vacant seat with the second longest remaining term. The candidate receiving the third highest number of votes will be elected to fill the vacant position with the third longest remaining term.

### **B. Vacancy Outside of Nomination Period**

In the event of a vacancy occurring outside of the nomination period timeframe, at the discretion of the CSDA Board, the vacancy may be filled by appointment or special election. The CSDA Board at its discretion may leave a vacancy that occurs outside of the nomination period unfilled until the next regularly scheduled election.

Should the CSDA Board choose to fill the vacancy by appointment, notification of the vacancy and request for nominations shall be sent by regular mail or electronic communication to all regular members in good standing in the network in which the vacancy occurred. The network's existing directors sitting on the CSDA Board shall interview all interested candidates of that network and bring a recommendation to the CSDA Board of Directors for consideration. The Board shall make the appointment to fill the unexpired term of the vacated Board position.

Should the CSDA Board choose to fill the vacancy by special election, written notification of the vacancy and request for nominations shall be sent either by first class mail or electronically to each regular member in good standing in the network in which the vacancy occurred. Nominations will be accepted for the vacant seat by first class mail or by electronic communication and shall be placed on the written ballot for election in that network. Such election shall be conducted pursuant to the provisions of Article III, Section 4.A and B hereof.

### **C. Vacancy During Nomination Period:**

In the event of a vacancy occurring during the nomination period, the vacancy shall be filled by election. Written notification of the vacancy and request for nominations shall be sent either by first class mail or electronically to each regular member in the network



in which the vacancy occurred. Nominations will be accepted for the vacant seat by first class mail or by electronic communication and shall be placed on the written ballot for election in that network. Such election shall be conducted pursuant to the provisions of Article III, Section 4.A and B ~~hereof~~[of these bylaws](#).

### **Section 7. Director Disqualification:**

- A. A director shall be ~~come~~ disqualified from further service on the Board of Directors or any committee upon the occurrence of any of the following:
1. A director's district is no longer a member of CSDA;
  2. A director is no longer a board member or an employee of a member district;
  - ~~2-3.~~ [A director is no longer a board member or an managerial employee of a regular member district in the Network they were elected or appointed from;](#)
  - ~~3-4.~~ A director is elected or appointed to the Board of Directors of the Special District Risk Management Authority (SDRMA) or
  - ~~4-5.~~ A director's resignation [from CSDA](#).

Any officer or director may resign at any time by giving written notice to the President or CEO. Any such resignation shall take effect at the date of the receipt of such notice or at any time specified therein.

- B. The position of a director may be declared vacant by a majority vote of the CSDA Board of Directors when a director is unexcused and fails to attend three consecutive meetings of the Board or has not completed the Board Member requirements and expectations as outlined in policy.

### **Section 8. Powers of Directors:**

Subject to the limitations of these Bylaws, the Articles of Incorporation, and the California General Nonprofit Corporation Law, all corporate powers of the CSDA shall be exercised by or under the authority of the Board of Directors.

Directors shall serve without compensation. However, they shall be allowed reasonable reimbursement for pre-approved expenses incurred in the performance of their duties as Directors.

**Annual Report:** The Board of Directors shall cause an annual report to be sent to the members within 120 days after the end CSDA's fiscal year. That report shall contain the following information, in appropriate detail:

- The assets and liabilities of CSDA as of the end of the fiscal year;
- The principal changes in assets and liabilities;
- CSDA's revenue or receipts, both unrestricted and restricted to particular purposes;
- CSDA's expenses or disbursements for both general and restricted purposes.

The CSDA Annual Financial Audit shall serve as the Annual Report of CSDA.

### **Section 9. No Dual Directorships:**

During any period that CSDA is a participant in the Alliance Executive Council Memorandum of Understanding (MOU), the Board of Directors of CSDA shall appoint three (3) members of its board to serve as members of the Alliance Executive Council. No member of the Board of Directors of CSDA shall serve as a director on the board of SDRMA during the term of the MOU. In the event a director is elected to SDRMA, that director shall immediately be disqualified from further service on the Board of Directors of CSDA.

## **ARTICLE IV – DIRECTOR MEETINGS**

### **Section 1. Place of Meetings:**

Meetings of the Board of Directors shall be held in the state of California, at such places as the Board may determine. Directors may participate and have voting privileges remotely from other states and countries.

### **Section 2. Ratification Meeting:**

Following the election of Directors, the Board shall hold a meeting at such time and place as determined by the Board for the purpose of ratifying the newly elected directors and to transact other business of CSDA.

### **Section 3. Organization Meeting:**

After the ratification meeting, an organizational meeting of the Board shall be held at such time and place as determined by the Board for the purpose of electing the officers of the Board of Directors and the transaction of other business of CSDA.

### **Section 4. Planning Session:**

As directed by the Board of Directors, a special Strategic Planning Meeting shall be held to review, evaluate, and update the plans, policies and activities related to the business interests of CSDA. Timing and intervals of the Strategic Planning Meeting shall be determined by the Board of Directors.

### **Section 5. Regular Meetings:**

The dates of the regular meetings of the Board of Directors [on an annual basis](#) shall be ratified at the last Board meeting of the previous year. The meetings shall be held at such time and place as the Board may determine. The dates and places of the Board meetings shall be published in the CSDA's publications for the benefit of the members.

### **Section 6. Special Meetings:**

A special meeting of the Board of Directors may be called for any purpose at any time by the President or by any group of 10 directors or as described in Article II, Section 6.B.

Such meetings may be held at any place designated by the Board of Directors. In the event directors are unable to personally attend the special meeting, teleconferencing means will be made available.

Notice of the time and place of special meetings shall be given personally to the ~~directors,~~ ~~or directors or~~ sent by written or electronic communication. All written notices shall be sent at least ten days prior to the special meeting and electronic notices at least five days prior.

**Section 7. Board of Directors Meeting Quorum:**

A quorum of the Board of Directors for the purpose of transacting business of the CSDA shall consist of ten directors. A majority vote among at least ten directors present at a duly noticed meeting shall constitute action of the Board of Directors.

**Section 8. Board Meetings by Telephone and Electronic Communications:**

Any Board meeting may be held by conference telephone, use of web-based video communication software ~~video screen communication~~ or other electronic communications equipment. Participation in such a meeting under this Section shall constitute presence in person at the meeting if both of the following apply: (a) each Board member participating in the meeting can communicate concurrently with all other Board members; and (b) each member of the Board is provided a means of participating in all matters before the Board, including the capacity to propose or interpose an objection to a specific action to be taken by CSDA, and the capacity to vote on any proposal requiring action of the Board.

**Section 9. Official Records:**

All official records of the meetings of the CSDA shall be maintained at the principal business office of the CSDA or on official CSDA electronic file server(s).

## **ARTICLE V – OFFICERS**

### **Section 1. Number and Selection:**

The officers of CSDA shall be the President, Vice President, Secretary, Treasurer and the Immediate Past President. The officers shall be elected annually from the members of the Board of Directors without reference to networks. All officers shall be subordinate and responsible to the CSDA Board of Directors and shall serve without compensation.

Each officer shall hold office for the term of one year, or until resignation or disqualification.

The Board of Directors may appoint such other officers as the business of CSDA may require. Each of the appointed officers shall hold office for such period, have such authority, and perform such duties as are provided in these Bylaws or as the Board of Directors may determine.

### **Section 2. Duties of the President:**

The President shall be the chief officer of the CSDA and shall, subject to the approval of the Board of Directors, give supervision and direction to the business and affairs of CSDA.

The President shall preside at all Board of Director and membership meetings. The President shall be an ex-officio member of all Standing Committees. The President shall appoint committee chairs and vice-chairs and members of the Standing Committees, subject to confirmation by the Board of Directors.

The President shall have the general powers, duties and management usually vested in the office of the president of a corporation. The President shall have such other powers and duties as may be prescribed by these Bylaws or by the vote of the Board of Directors.

### **Section 3. Duties of the Vice President:**

In the absence of, or disability of the President, the Vice President shall perform all of the duties of the President. When so acting, the Vice President shall have all the powers of the President, and be subject to all the restrictions upon the President.

The Vice President shall be an ex-officio member of all of the Standing Committees.

### **Section 4. Duties of the Secretary:**

The Secretary or a designee appointed by the Board of Directors shall give notice of meetings to the Board of Directors, and notices of meetings to the members as provided by these Bylaws.

The Secretary or designee shall record and keep all motions and resolutions of the Board. A record of all meetings of the Board and of the members shall be maintained. All written records of the Secretary shall be kept at the business office of CSDA.

A list of the membership of CSDA shall be maintained by the Secretary or such designee. Such record shall contain the name, address and type of membership, of each member. The date of membership shall be recorded, and in the event the membership ceases, the date of termination.

The Secretary or designee shall perform such other duties as may be required by law, by these Bylaws, or by the Board of Directors.

**Section 5. Duties of the Treasurer:**

The Treasurer or a designee appointed by the Board of Directors shall keep and maintain adequate and correct accounts of the properties and the business transactions of CSDA, including accounts of its assets, liabilities, receipts, disbursements, gains and losses. The books of account shall at all times be open to inspection by any director or member of the CSDA.

The Treasurer or designee shall be responsible to cause the deposit of all moneys of the CSDA, and other valuables in the name and to the credit of CSDA, with such depositories as may be designated by the Board of Directors.

The Treasurer or designee, shall disburse, or cause to be disbursed by persons as authorized by resolution of the Board of Directors, the funds of CSDA, as ordered by the Board of Directors.

The Treasurer or designee shall serve as chair of the CSDA Fiscal Committee. The Treasurer shall render to the President and the Board of Directors an account of all financial transactions and the financial condition of CSDA at each Board meeting and on an annual basis, or upon request of the Board.

The Treasurer or designee shall, after the close of the fiscal year of CSDA, cause an annual audit of the financial condition of CSDA to be done.

The Treasurer or such designee shall perform such other duties as may be required by law, by these Bylaws, or by the Board of Directors.

**Section 6. Disbursement of Funds:**

No funds shall be disbursed by CSDA unless a check, draft or other evidence of such disbursement has been executed on behalf of CSDA by persons authorized by resolution of the Board of Directors.

**Section 7. Removal of Officers:**

Officers of the Board may be removed with or without cause at any meeting of the Board of Directors by the affirmative vote of a majority of the Board of Directors present at such meeting.

## ARTICLE VI – COMMITTEES

### **Section 1. Committee Structure:**

Each committee shall have a chair and a vice-chair. Committee chairs shall be a member of the Board of Directors, except for the CSDA Finance Corporation Committee. Committee Vice-Chairs may be individuals from Regular Member districts in good standing upon appointment by the CSDA Board President and ratification by the CSDA Board of Directors. Each committee shall have at least two Board members and no more than nine Board members. Directors may be appointed as alternate members of a committee, in the event of an absent committee member.

Other members of any committee may include designees of regular, associate or Business Affiliate members.

### **Section 2. Committee Actions:**

All actions of any committee of the CSDA shall be governed by and taken in accordance with the provisions of these Bylaws. All committees shall serve at the pleasure of the Board and have such authority as provided by the Board of Directors. Minutes of each committee meeting shall be kept maintained and each committee shall present a report to the Board of Directors at each regularly scheduled Board meeting.

No committee may take any final action on any matter that, under these Bylaws, or under the California Nonprofit Public Benefit Corporation Law, also requires approval of the members of the CSDA.

All committees, regardless of Board resolution, are restricted from any of the following actions as imposed by the California Nonprofit Public Benefit Corporation Law:

- No committee may fill vacancies on the Board of Directors or on any committee that has authority of the Board, establish any other committees of the Board, or appoint the members of the committees of the Board.
- No committee may fix compensation of the directors for serving on the Board or on any committee, expend corporate funds to support a nominee for director, or approve any contract or transaction to which CSDA is a party and in which one or more of its directors has a material financial interest.
- No committee may amend or repeal Bylaws or adopt new Bylaws or amend or repeal any resolution of the Board that by its express terms is not subject to amendment or repeal.

### **Section 3. Committee Meetings:**

Meetings of the committees of CSDA shall be held in accordance with the provisions of these Bylaws. The time and place for regular meetings of such committees may be determined by the Board or by such committees. Special meetings of the committees may be called by the chair of such committee, or by the Board of Directors.

Written notice of any regular or special committee meeting may be given either personally, by first class mail, or by electronic transmission as specified in Article II, Section 6.C.2 of these Bylaws. Any committee meeting may also be held by conference telephone, [use of web-based video communication software](#)~~web conference~~ or other electronic communication equipment. Participation in such a meeting under this Section shall constitute presence in person at the committee meeting if both of the following apply: (a) each committee member participating in the meeting can communicate concurrently with all other committee members; and (b) each member of the committee is provided a means of participating in all matters before the committee, including the capacity to propose or interpose an objection to a specific action to be taken by that committee, and the capacity to vote on any proposal requiring action or recommendation by the committee.

#### **Section 4. Standing Committees:**

Standing Committees of CSDA shall be advisory in nature except for the Finance Corporation (see Section 4D). The Standing Committees are: Executive, Professional Development, Elections and Bylaw, Finance Corporation, Fiscal, Legislative, Member Services and Audit.

The President shall recommend the appointment of committee officers and members of each Standing Committee except the Executive Committee. All committee members are subject to ratification by the Board of Directors.

##### **A. Executive Committee:**

The Executive Committee shall consist of all officers of CSDA: the President, Vice President, Secretary, Treasurer and the Immediate Past President of CSDA. If the Immediate Past President is no longer a member of the Board of Directors, a previous past president may be appointed. If there are no directors who have served previously as President, the President shall appoint a current director to serve as a member of the Executive Committee.

Subject to these Bylaws and approval of the Board of Directors, the Executive Committee shall have full power, authority and responsibility for the operation and function of the CSDA.

##### **B. Professional Development Committee:**

The Professional Development Committee shall provide advice, feedback and general guidance for CSDA professional development programs and events.

##### **C. Election and Bylaws Committee:**

The Election and Bylaws Committee shall be responsible for conducting all elections for the CSDA Board of Directors as provided in these Bylaws. The Committee shall annually review the Bylaws and shall be responsible for membership vote on any bylaw changes and approval of election materials.

##### **D. Finance Corporation Committee:**

The Finance Corporation Committee shall serve as ex officio members of the Board of Directors of the CSDA Finance Corporation, a California non-profit public benefit corporation organized to provide financial assistance to CSDA members in acquiring, constructing and financing various public facilities and equipment for the use and benefit of the public. The Finance Corporation Committee is not an advisory committee, but rather has all of the powers described in the CSDA Finance Corporation Bylaws, which are incorporated herein by this reference. Such powers include the powers to manage and control the business affairs of the corporation, to approve policies for the corporation's operations, and to enter into all contracts necessary to provide financial assistance to CSDA members.

**E. Fiscal Committee:**

The Treasurer shall serve as the chair of the Fiscal Committee and shall, with the Committee, be responsible for oversight of all the financial transactions of the CSDA. An annual budget shall be reviewed by the committee and ratified by the Board of Directors.

**F. Legislative Committee:**

The Legislative Committee shall be responsible for the development of CSDA's legislative agenda and advocacy priorities. The Legislative Committee shall review, direct and assist the CSDA Advocacy and Public Affairs Department with legislative and public policy issues.

**G. Member Services Committee:**

The Member Services Committee shall be responsible for recruitment and retention activities as well as recommendation of new members and benefits to the CSDA Board of Directors. All new members shall be ratified by the Board of Directors.

**H. Audit Committee:**

The Audit Committee is responsible for maintaining and updating internal controls. The Committee selects the Auditor for Board of Directors approval and provides guidance to the auditors on possible audit and fraud risks. The Committee reviews the audit and management letter and makes recommendation to the Board of Directors for action.

**Section 5. Ad Hoc Committees:**

The President may appoint other Ad Hoc Committees and their officers as may be determined necessary for the proper operation of the CSDA. The Standing Committees and the Ad Hoc Committees shall plan and authorize such programs as may be directed by the Board of Directors.

The Ad Hoc Committees shall be advisory in nature and shall be composed of at least two members of the Board of Directors. Other members of such committees may include designees of regular, associate or professional members, or members of the public, as approved by the Board of Directors.



**Section 6. Special Committee of the Board:**

A Special Committee may be granted authority of the Board as a Committee of the Board, as required by the California Nonprofit Public Benefit Corporation Law, provided by a specific resolution adopted by a majority of the Board of Directors then in office. In such case, the Special Committee shall be composed exclusively of two or more directors, but less than a quorum of the Board of Directors.

**ARTICLE VII – INDEMNIFICATION**

**Section 1. Right of Indemnity:**

To the fullest extent permitted by law, the CSDA shall defend, indemnify and hold harmless both its past and present directors, officers, employees and other persons described in Section 5238(a) of the California Corporations Code, against any and all actions, expenses, fines, judgments, claims, liabilities, settlements and other amounts reasonably incurred by them in connection with any “proceeding”, as that term is used in the Section 5238(a) of the California Corporations Code.

“Expenses”, as used in these Bylaws, shall have the same meaning as in Section 5238(a) of the California Corporations Code.

**Section 2. Approval of Indemnity:**

On written request to the Board by any person seeking indemnification under Section 5238(b) or Section 5238(c) of the California Corporations Code, the Board shall promptly determine under Section 5238(e) of the California Corporations code whether the applicable standard of conduct set forth in Section 5238(b) or Section 5238(c) has been met, and if so, the Board shall authorize indemnification.

If the Board cannot authorize indemnification because the number of directors who are parties to the proceeding with respect to which indemnification is sought prevents the formation of a quorum of directors who are not parties to that proceeding, the Board shall promptly call a meeting of the members.

At the request for indemnification meeting, the members shall determine under Section 5238(e) of the California Corporations Code whether the applicable standard or conduct set forth in Section 5238(b) or Section 5238(c) has been met, and, if so, the members present at the meeting in person or by proxy shall authorize indemnification.

**Section 3. Insurance:**

CSDA shall have the right to purchase and maintain insurance to the full extent permitted by law, on behalf of its officers, directors, employees, and agents, against any liability asserted against or incurred by any officer, director, employee or agent in such capacity, or arising out of the officer’s, director’s, employee’s, or agent’s status as such.

**Section 4. Liability:**

No member, individual, director, or staff member of the CSDA shall be personally liable to the CSDA's creditors, or for any indebtedness or liability. Any and all creditors shall look only to the CSDA's assets for payment.

**ARTICLE VIII – AFFILIATED CHAPTERS**

**Section 1. Purpose:**

The purpose of affiliated chapters is to provide local forums of members for the discussion, consideration and interchange of ideas concerning matters relating to the purposes and powers of special districts and the CSDA.

The affiliated chapters may meet to discuss issues bearing upon special districts and the CSDA. The chapters may make recommendations to the CSDA's Board of Directors.

**Section 2. Organization:**

The regular voting members of CSDA are encouraged to create and establish affiliated chapters. In order to be recognized as a CSDA Chapter, each Chapter must approve and execute a Chapter Affiliation Agreement in order to obtain the right to use the CSDA name, logo, membership mailing list, intellectual property, endorsements, and CSDA staff support and technical assistance in conducting Chapter activities. The terms and conditions of the Chapter Affiliation Agreement are incorporated herein by this reference.

Each chapter formed prior to August 1, 2011 must have at least one CSDA member in their membership at all times, including but not limited to the following chapters: Alameda, Butte, Contra Costa, Kern, Marin, Monterey, Orange (ISDOC), Placer, Sacramento, San Bernardino, San Diego, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara and Ventura. Such existing chapters may include as members: local organizations and businesses, districts and professionals who are not members of CSDA.

New chapters formed after August 1, 2011, are required to have 100 percent of their special district members as current members of CSDA in order to be a chapter affiliate of CSDA. Such chapters may include as members: local organizations/businesses and professionals who are not members of CSDA.

Affiliated chapters shall be determined upon approval and execution of the Chapter Affiliation Agreement by the chapter and approval and ratification of the Chapter Affiliation Agreement by the CSDA Board of Directors. The chapters shall be required to provide updated membership lists to the CSDA at least annually or upon request by the President or CEO.

No partnership or joint venture shall be established between CSDA and its affiliated chapters by reason of the provisions of these Bylaws or the Chapter Affiliation Agreement.

**Section 3. Rules, Regulations and Meetings:**

Each affiliated chapter shall adopt such rules and regulations, meeting place and times as the membership of such affiliated chapter may decide by majority vote. Rules and regulations of the affiliated chapter shall not be inconsistent with the Articles of Incorporation or Bylaws of CSDA.

**Section 4. Financing of Affiliated Chapters:**

No part of CSDA's funds shall be used for the operation of the affiliate chapters. CSDA is not responsible for the debts, obligations, acts or omissions of the affiliate chapters.

**Section 5. Legislative Program Participation:**

Affiliate chapters may function as a forum regarding federal, state and local legislative issues. The chapters may assist CSDA in the distribution of information to their members.

## **ARTICLE IX – AMENDMENTS TO THE BYLAWS**

### **Section 1. Amendment Proposals:**

Any regular voting member in good standing may propose changes to these Bylaws. The proposed amendments shall be reviewed by the Board of Directors and submitted to the Election and Bylaws Committee for their study.

After examination by the Election and Bylaws Committee and upon approval by the Board of Directors the amendment proposals may be submitted for vote at the Annual Business meeting of the members held by CSDA, at a specially called meeting, or by mail or electronic ballot.

### **Section 2. Amendment Membership Meeting:**

Prior notice in writing of the proposed amendments to these Bylaws shall be given either by first class mail or by electronic transmission by the Board of Directors to the regular voting members in good standing, not later than 45 days in advance of the amendment meeting pursuant to the provisions of Article II, Section 6.C of these Bylaws. The electronic notice shall include copies of the proposed amendments.

Electronic copies of the proposed amendments shall also be available on the CSDA website for review by the regular voting members prior to the meeting. Copies of the proposed amendments shall also be available for the regular voting members at the amendment membership meeting.

The amendment membership meeting may be conducted as an electronic meeting pursuant to the provisions of Article II, Section 6.D of these Bylaws.

### **Section 3. Written Bylaw Amendment Ballot:**

The Board of Directors of CSDA may submit Bylaw amendments for approval of regular voting members by mail or electronic ballot rather than by means of an amendment membership meeting.

When a written ballot is used to amend these Bylaws, the ballot shall include the text of all proposed Bylaw amendments the Board of Directors intends to present for vote by the members. Such written ballot shall contain the information specified in Article II, Section 6.F of these Bylaws and shall be distributed to regular voting members either by first class mail or by electronic transmission at least 45 days in advance of the date designated for return of the ballot.

Written ballots shall be returned either by first class mail or by electronic communication to either the principal business address of CSDA or CSDA's designated electronic format specified on the ballot prior to the close of business (5:00 pm) on the designated election date. Written ballots received either by first class mail or electronic communication after the specified date shall not be counted and will be deemed invalid.

**Section 4. Bylaw Amendment Ratification:**

**A. Membership Meeting:**

The proposed Bylaw amendments shall be deemed adopted by the members when the number of votes cast by regular voting members present at such membership meeting meets or exceeds the required quorum of 25 regular voting members, and the number of votes cast approving the Bylaw amendments constitutes a majority of votes cast, i.e., 50% plus one of regular voting members casting ballots at such meeting.

**B. Mail or Electronic Ballot:**

The proposed Bylaw amendment/s shall be deemed adopted by a majority of the regular voting members by mail or electronic ballot when the provisions of Article II, Section 6.H of these Bylaws have been satisfied.



California Special Districts Association  
**DISTRICT NETWORKS**





## FACILITIES REPORT

**DATE:** October 23, 2024  
**TO:** Board of Directors  
**FROM:** Tobin Riley, Division Chief  
**SUBJECT:** Contract Award for Station 18 Grading, Public Improvements & Utilities – Resolution 24-48

**BACKGROUND**

Request for Proposal 2425-03 was published on September 6, 2024, with a deadline of October 1, 2024. The request sought proposals for grading, public improvements, and utilities for the new Fire Station 18.

**DISCUSSION**

One bid was received by the due date. BTS Equipment Unlimited Inc. submitted a bid for \$1,645,242.00 broken down as follows:

- Phase I: Six-hundred thirty-two thousand eighty-five dollars (\$632,085)
- Phase II: One million thirteen thousand one hundred fifty-seventy (\$1,013,157)

<b>Company</b>	BTS Equipment Unlimited Inc
<b>Total Bid</b>	\$1,645,242.00

Board Clerk Rians and Consultant Tockstein conducted the opening of bid packets. Consultant Tockstein thoroughly reviewed the packet, conducting reference checks and verifying the status of the contractor's licensure. BTS has performed contract work with the District with no outstanding concerns.

**FISCAL IMPACT**

\$1,645,242.00 from the Facilities Replacement/Renovation Fund.

**ATTACHMENTS**

- A. Station 18 Grading, Public Improvements, and Utilities contract with BTS Equipment Unlimited Inc
  - o Exhibit A (General Requirements and Scope of Work)
- B. Resolution 24-48

*\*\*Please contact Board Clerk Rians if you would like to review all RFP response submissions\*\**

**RECOMMENDATION**

Award contract to the sole bidder (BTS Equipment Unlimited Inc), granting the Fire Chief authority to execute said contract via Resolution 24-48.

**PUBLIC WORKS CONTRACT  
BETWEEN  
THE SAN MIGUEL CONSOLIDATED FIRE PROTECTION DISTRICT  
AND  
BTS EQUIPMENT UNLIMITED INC**

This public works contract ("Contract") is made and entered into as of October 24, 2024, by and between the San Miguel Consolidated Fire Protection District (a public agency organized 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 BTS Equipment Unlimited Inc (a general contractor with its principal place of business at 14370 Hwy 80 Ste A & B, El Cajon, California 92021) ("Contractor"). District and Contractor are sometimes individually referred to as "Party" and collectively as "Parties".

**Recitals**

- A. **WHEREAS**, District is a California Special District duly organized and validly existing under the laws of the State of California with the power to continue its business as it is now being conducted under the statutes of the State of California; and
- B. **WHEREAS**, Contractor is a general contractor determined by the District to be qualified by experience and ability to render the desired construction services; and
- C. **WHEREAS**, Request for Proposals 2425-03 with an expiration date of October 1, 2024 ("RFP") (located under the "RFP" tab on the District's website at "<https://sanmiguelfire.org/completed-rfps>") issued by District solicited proposals for construction services (grading, public and drainage improvements, utility relocation, retaining wall construction, installation of septic system, chain link fencing, and hardscape – Phases I & II) ("Construction Services") at Fire Station 18 (Crest) located at 1811 Suncrest Boulevard, El Cajon, California 92021 ("Fire Station 18"); and
- D. **WHEREAS**, Contractor submitted a proposal in response to the RFP prepared by District ("Proposal"); and
- E. **WHEREAS**, District's Board of Directors approved the selection and award of the contract to Contractor on October 23, 2024, contingent upon performance and payment bond stipulations; and
- F. **WHEREAS**, the Parties now desire to contract for the Construction Services at Fire Station 18.

**Agreement**

- 1. **Incorporation of Recitals**. The recitals above are true and correct, and are hereby incorporated herein by this reference.
- 2. **Services**. In addition to Document Number 00500 (Scope of Work) of the RFP, Contractor shall provide District with the services described in the "General Work Description" and "General Requirements" (attached hereto as Exhibit A).



3. RFP and Proposal Incorporation by Reference. The RFP and Proposal, including any amendments or modifications thereto, are hereby incorporated into and made a part of this contract by reference. The terms and conditions of the RFP and Proposal, including any exhibits or attachments, shall govern the performance of work and the obligations of the Parties under the contract to the extent they do not conflict with the terms of this contract. In the event of any conflict between the terms of this contract and the RFP and Proposal, the terms of this contract shall prevail.
  - a. RFP Documents. The following documents listed in the “Table of Contents” section of the RFP are specifically highlighted and noted as being included in this contract and are hereby incorporated in full by reference: Document Number 00500 (Scope), Document Number 00700 (General Conditions), Document Number 00750 (Special Provisions)
  - b. Articles to RFP Document Number 00700 (“General Conditions”). The following Articles listed in the General Conditions section of the RFP are specifically highlighted and noted as being included in this contract, and are hereby incorporated in full by reference:
    - Article 2 (Contract Documents)
    - Article 6 (Project Schedule)
    - Article 14 (Subcontractors)
    - Article 29 (Prevailing Rates of Wages)
    - Article 30 (Labor Compliance)
    - Articles 34-39 (Insurance)
    - Article 40 (Time for Completion and Liquidated Damages)
    - Article 47 (Indemnification)
    - Article 48 (Personal Liability)
    - Article 50 (Resolution of Construction Claims)
    - Article 51 (District’s Right to Terminate Contract)
    - Article 52 (Warranty and Guarantee)
    - Article 54 (Required Certifications)
    - Article 64 (Laws and Regulations)
4. Time for Completion. The work shall commence within ten (10) days of the date stated in District’s Notice to Proceed (“NTP”) in accordance with Article 40 of the General Conditions section of the RFP. Contractor shall complete all work required by the contract not later than sixty (60) working days from the date stated in the NTP. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the work.
5. Amount of Compensation. As consideration for performance of the work required herein, District agrees to pay Contractor for a total Contract price of one million six hundred forty-five thousand two hundred forty-two dollars (\$1,645,242.00) broken down as follows (provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by District):
  - Phase I: Six-hundred thirty-two thousand eighty-five dollars (\$632,085)
  - Phase II: One million thirteen thousand one hundred fifty-seventy (\$1,013,157)

6. Performance and Payment Bond (“Bonds”). Contractor shall provide one hundred percent (100%) Bonds as requested in the RFP. The Bonds shall be included in the total cost of the Project.
7. Liquidated Damages. Contractor shall pay District the sum of five hundred dollars (\$500) for each and every calendar day of delay beyond the time prescribed in the contract for finishing the work as liquidated damages in accordance with Article 40a to the General Conditions section of the RFP. In the event this is not paid, Contractor agrees District may deduct that amount from any money due or that may become due Contractor under the contract. This provision does not exclude recovery of other damages specified in the contract.
8. Authority to Enter Contract. Each Party warrants that the individuals who have signed this contract have the legal power, right, and authority to make this contract and bind each respective Party.
9. Entire Contract; Modification. This contract contains the entire agreement of the Parties with respect to the contract (and supersedes all prior negotiations, understandings, or agreements). This contract may only be modified by a writing signed by both Parties.

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE FOR PUBLIC WORKS CONTRACT  
BETWEEN  
THE SAN MIGUEL CONSOLIDATED FIRE PROTECTION DISTRICT  
AND  
BTS EQUIPMENT UNLIMITED INC**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the 24<sup>th</sup> day of October 2024.

**SAN MIGUEL CONSOLIDATED  
FIRE PROTECTION DISTRICT**

**BTS EQUIPMENT UNLIMITED INC  
LICENSE #907777**

By: \_\_\_\_\_  
Andy Lawler  
Fire Chief

By: \_\_\_\_\_  
Ronnie Swaim Jr.  
Operations Manager

## ATTACHMENT A - SCOPE OF WORK

### BACKGROUND

The District's Board of Directors overall goal with this Project is the preparation of the site for the re-building of Fire Station 18. The site improvements are to be constructed to current Engineering and Public Works Code Standards to provide adequate drainage and flood control, storm water management, and a safe and secure site; in order to provide for construction of a 60' x 70, 2-story pre-engineered steel building to house up to four (4) fire personnel twenty-four (24) hours per day, three hundred sixty-five (365) days per year. Other improvements include:

- Public and drainage improvements
- Construction of retaining walls
- Paving/concrete surface improvements
- Installation of a septic system and chain link fencing
- Underground utilities
- Security lighting
- Fire sprinkler backflow
- Potable and storm water vaults

### PROJECT TASKS AND REQUIREMENTS

- A. Remove all debris, vegetation and excavate pursuant to plans and Greenbook specifications; and prepare base for installation of drainage system, utilities, and septic system (Phase I & II)
- B. Construct underground conduit for natural gas, electrical, and utility providers pursuant to Greenbook specifications (Phase I)
- C. Construct underground sanitary sewer and construct septic system, and make hook up as required pursuant to plans and Greenbook specifications (Phase I & II)
- D. Install underground domestic water line, fire sprinkler service, and make hook up to Padre Dam Water District system pursuant to plans and Greenbook specifications (Phase I)
- E. Construct and prepare building pad for installation concrete slab with apron for apparatus structure pursuant to plans and Greenbook specifications (Phase I)
- F. Excavate and fill pursuant to plans and Greenbook specifications (Phase I & II)
- G. Construct retaining wall as described (Phase I & II)
- H. Construct cleanouts, drainage boxes, etc. pursuant to plans and Greenbook specifications (Phase I & II)
- I. Construct roadway, curb, gutter, walkway, and driveway improvements pursuant to plans and Greenbook specifications (Phase I)
- J. Construct commercial grade 6' high chain link coated fencing with slats and wrought iron gates pursuant to plans and specifications (Phase I & II)

- K. Install underground site lighting as pursuant to plans and Greenbook specifications (Phase I & II)
- L. Construct all other improvements as necessary pursuant to plans and Greenbook specifications (Phase I & II)

#### **OTHER PROVISIONS**

- A. The District shall be responsible for obtaining grading and public improvement permits, and the Contractor shall be responsible for obtaining all appropriate traffic control and permits
- B. The District shall be responsible for all pre-construction surveying
- C. The District shall be responsible for all special inspection services
- D. The Contractor shall be responsible for maintaining proper storm water control and management practices, safety measures, and sanitary facilities. The Contractor shall relieve the District of any and all liabilities for damages incurred by the Contractor during the construction. The Contractor shall provide certification that they have the appropriate liability insurance and worker's compensation coverage as required by the District.
- E. No materials shall be salvaged, stored, or accumulated in any areas
- F. The Contractor shall be responsible for all trash and debris removal. All excess soils or debris shall be delivered to a certified landfill or disposal area in accordance with Federal, State, and Local regulations. The Contractor is responsible for all fees and permits.

**Resolution 24-48**

**A Resolution of the Board of Directors of the  
San Miguel Consolidated Fire Protection District  
Approving the Expenditure of Funds for Station 18 Grading, Public  
Improvements, and Utilities, and  
Granting the Fire Chief Authority to Enter into Contract**

**WHEREAS**, Station 18 had been demolished, with crews operating out of a temporary facility on-site; and

**WHEREAS**, the land requires grading, improvements, and utilities in preparation for the construction of a new, permanent station; and

**WHEREAS**, the project Request for Proposals 2425-03 was published, and bids vetted pursuant to District policy; and

**WHEREAS**, a capable and qualified contractor, BTS EQUIPMENT UNLIMITED INC has been identified; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the San Miguel Consolidated Fire Protection District hereby approve the expenditure of \$1,645,242.00 from the Facilities Replacement/Renovation Fund.

**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 contract.

**PASSED AND ADOPTED** by the Board of Directors of the San Miguel Consolidated Fire Protection District on this 23<sup>rd</sup> day of October 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST

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Shayna Rians, Board Clerk

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Jesse A. Robles, Board President



## FACILITIES REPORT

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**DATE:** October 23, 2024  
**TO:** Board of Directors  
**FROM:** Tobin Riley, Division Chief  
**SUBJECT:** Architect Services for Station 18 – Resolution 24-49

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### BACKGROUND

In April of 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

Our current procurement procedures require Board approval for a service at this amount. 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 without Board approval

### FISCAL IMPACT

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

### ATTACHMENTS

- A. Service Contract with MPA Architects
- B. Resolution 24-49

### RECOMMENDATION

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



MPA ARCHITECTS, INC.

3578 30<sup>th</sup> 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 30<sup>th</sup> 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 

- 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:

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

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                     

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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

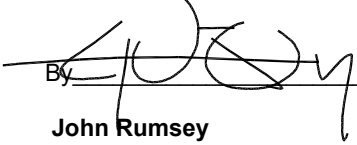
This Agreement constitutes the final and complete repository of the agreements between CLIENT and MPA relating to the Services and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written. Modifications of this Agreement shall not be binding unless 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  \_\_\_\_\_

Date 10-11-24

By \_\_\_\_\_

Date \_\_\_\_\_

**John Rumsey**  
**Architect, AIA** License C-26819

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 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 23<sup>rd</sup> day of October 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST

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Shayna Rians, Board Clerk

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Jesse A. Robles, Board President



## DRAFT COMMITTEE INTENT POLICIES

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**DATE:** October 23, 2024  
**TO:** Board of Directors  
**FROM:** Policy Committee (Directors McKenna and Robles)  
**SUBJECT:** Draft Committee Intent Policies

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### BACKGROUND

In a concerted effort to enhance governance, transparency, and operational efficiency, the Board of Directors of the San Miguel Consolidated Fire Protection District (SMFR) recognized the need to formalize the objectives and operational frameworks of its various committees. This initiative was driven by the Board's commitment to ensuring that the strategic functions and contributions of each committee are clearly defined, understood, and aligned with the District's overarching goals and community expectations.

To achieve this, the Board requested the development of specific intent policies for each of its active committees. These policies are designed to memorialize the purpose, scope of work, and guidelines governing the committees' operations, thereby providing a clear directive for current and future committee activities. The formation of these draft policies was a collaborative process, incorporating valuable insights and feedback from the respective committees and their members. Through this inclusive approach, the policies reflect the strategic vision of the Board and the operational realities and expertise of the committee members.

From time to time, the Board may decide by consensus to add new committees or dissolve existing committees. As of April 2024, the committees covered under these policies and authorized by the Board to undertake specific functions and responsibilities on its behalf include:

- Finance Committee: Focused on working with Staff in developing draft financial proposals, preliminary budgets, and other specific tasks as assigned by Board consensus for presentation to the full Board. This critical work will assist the Board with financial oversight, budgeting, and fiscal management to ensure the District's financial stability and transparency.
- Negotiations Committee: Tasked with overseeing employee negotiations, ensuring agreements align with the District's strategic objectives and fiscal capabilities, and conduct negotiations within the parameters established by Board consensus.
- Government Affairs Committee: Aims to build and maintain relationships with elected officials, track legislation with potential impacts to the District, and, with Board consensus, advocates for the District's identified needs and interests.

- Station 21 Committee: Tasked with being available for inquiries from the landowner and/or any potential land use/lease considerations for Station 21.
- Heartland Communications Facility Authority (HCFA) Commission: Provides governance to the Heartland Communications JPA representing SMFR's interests.
- Heartland Training Facility Authority (HTF) Commission: Provides representation for the District to the HTF Commission.
- Zone 1 / Exclusive Operating Area (EOA) Committee: Focuses on preliminary review of the Zone 1 EOA agreement, (currently under the purview of the Grossmont Healthcare District,) in a joint effort to ensure optimal service delivery within Zone 1. Presents findings and recommendations to the Board.
- Education Revenue Augmentation Funds (ERAF) Committee: Focuses on any legislative changes that would cause a shift of funds back to special districts. In 1992, the State Legislature enacted ERAF to shift local tax revenues from cities, counties, and special districts to reduce their obligation to schools. Currently, ERAF is being used to help schools and community college districts meet their minimum funding requirements.

**Draft Committee Intent Policies and Resolution 24-50 are attached.**

These policies serve as foundational documents, guiding the committees in their work to support the District's Mission, enhance service delivery, and uphold the principles of good governance and public accountability. The Board is presented with the following draft policies for review and ratification at a future date.

SAN MIGUEL COMMITTEE MEETINGS	Standing Committees	Board Members
	<b>Finance</b>	Nelson, Raddatz (Chair), Robles
	<i>The Finance Committee meets the last Wednesday of the month at 10 am in the District Board Room.</i>	
	Ad Hoc Committees	Board Members
	<b>Board Policy Manual</b>	McKenna and Robles
	<b>ERAF</b>	McKenna, Raddatz and Robles
	<b>Government Affairs</b>	Pierce and Robles
	<b>Negotiations</b>	McKenna, Muns and Robles (Chair)
	<b>Station 21</b>	McKenna, Muns and Nelson
	<b>EOA / Zone 1</b>	McKenna, Raddatz and Woodruff

COMMISSION MEETINGS	Commission	Primary Representative	Alternate
	<b>CSDA San Diego Chapter</b>	Pierce	Woodruff
	<i>Meets the 3<sup>rd</sup> Thursday of February, May, August, and November at 1800 hrs</i>		
	<a href="https://sandiegocsda.specialdistrict.org/">https://sandiegocsda.specialdistrict.org/</a>		
	<b>Heartland Communications</b>	Muns	Raddatz
	<i>Meets the 4<sup>th</sup> Thursday of January, April, July &amp; October at 1600 hrs</i> 8054 Allison Ave., La Mesa, CA 91942 (next door to Heartland Station 11 in La Mesa)		
<b>Heartland Training Facility</b>	Pierce	Nelson	
<i>Meets the 2<sup>nd</sup> Thursday of January, April, July &amp; October at 1600 hrs</i> 1301 N. Marshall Ave., El Cajon, CA 92020			
<b>FAIRA</b>	Fire Chief	AO/FO	
<b>PASIS</b>	AO/FO	Fire Chief	



## DRAFT FINANCE COMMITTEE INTENT POLICY

### 1. COMMITTEE INTENT AND PURPOSE

- 1.1. The Finance Committee, a standing committee of the San Miguel Consolidated Fire Protection District, is constituted to work with Staff in developing draft financial proposals, preliminary budgets, and other specific tasks as assigned by Board consensus for presentation to the full Board. This critical work will assist the Board in its effort to provide strategic oversight and comprehensive financial management for the San Miguel Consolidated Fire Protection District.
- 1.2. This committee is entrusted with the critical responsibilities of reviewing financial analyses conducted by Staff, offering fiscal input, and supervising the District's draft budget process to ensure the organization has the financial resources necessary to fulfill its mission. Serving as a key advisory and oversight body at the direction of the Board by consensus, the Finance Committee is committed to maintaining rigorous financial oversight. This includes ensuring the accuracy and transparency of the organization's financial records through detailed evaluations of financial information.
- 1.3. The committee is dedicated to fostering sustainability, transparency, equity, and effective communication regarding the District's financial activities both to the Board of Directors and the broader community. By enhancing understanding of budgetary priorities, processes, and strategic goals of the Board, the Committee plays a pivotal role in preparing the District for future challenges and opportunities. It helps the Board ensure that all financial practices and planning are in strict alignment with the District's vision, mission, and strategic objectives, thereby safeguarding fiscal integrity and promoting strategic financial management.

### 2. OPERATIONS

- 2.1. Committee Composition: The Finance Committee is a standing committee of the Board of Directors. The Committee is made up of three Directors who designate a Committee Chair at their first meeting of the year.
- 2.2. Member Selection and Decision-Making: Committee members are chosen annually by the Board President with consensus of the Board. Decisions within the Committee are made through a process defined by either consensus or majority vote, as stipulated by the Committee's operating procedures.
- 2.3. Meeting Schedule: Regular meetings will be held quarterly. Special meetings may be called as necessary by the chairperson or upon request by a majority of committee members.
- 2.4. Agenda Setting: The chairperson, in consultation with committee members, the Fire Chief, Administrative Officer and/or Finance Officer, will set the agenda at least 72 hours before each



meeting.

- 2.5. Communication and Reporting: Formal Minutes of each meeting will be recorded in compliance with the Brown Act.

### 3. GUIDELINES

- 3.1. Stewardship and Public Trust: The Finance Committee is responsible for ensuring transparency, accountability, and efficiency in the management of public funds. This involves assisting the Board with oversight of financial operations to maintain public trust and fiscal integrity.
- 3.2. Educational Outreach: The Committee engages in educating the public on the District's financial issues, through creating and sharing accessible budget information and financial reports at its public meetings. This effort aims to increase public understanding and transparency.
- 3.3. Audit and Financial Review: The Committee reviews the District's annual audit reports and management letters. It evaluates these documents for accuracy and compliance, providing comments or recommendations to the Board as necessary.
- 3.4. Budgetary Oversight: The Committee reviews the District's draft preliminary budgets, revenue projections, and expenditure forecasts. It makes recommendations to the Board to ensure budget allocations align with the District's strategic goals and operational needs.
- 3.5. Strategic Financial Planning: The Committee works to ensure the long-term capital plans and financial strategies and planning established by the Board for major projects is sustainable and aligned with long-term objectives.
- 3.6. Funds Management and Debt Strategy: The Committee conducts the critical review needed to provide comprehensive recommendations for proposed fund transfers to the Board on special projects and on debt management strategies. This role supports the District's financial stability and addresses its immediate and future needs.
- 3.7. Legislative and Policy Advisory: The Committee informs the Board about potential impacts of local, state, and federal policies or trends that may affect the District's financial goals and priorities. This function aids in regulatory compliance and strategic financial alignment.
- 3.8. Responsiveness to Board Directives: The Committee reviews matters directed by the Board that may significantly impact the District's finances, providing timely and relevant financial information to inform Board decisions.



## DRAFT BOARD POLICY COMMITTEE INTENT POLICY

### 1. COMMITTEE INTENT AND PURPOSE

- 1.1. The Policy Committee, an ad-hoc committee of the San Miguel Consolidated Fire Protection District, supports the development, evaluation, and modification of Board and District policies across all areas, including operational, financial, and human resources at the direction of the Board. Its primary roles are to evaluate and provide recommendations on policy creation, revision, and retirement, ensuring alignment with strategic objectives and legal standards.
- 1.2. The Committee is dedicated to upholding governance standards by ensuring policy transparency, legal compliance, and the integration of feedback from District members. This commitment supports the District's Mission and operational efficiency.

### 2. OPERATIONS

- 2.1. Committee Composition: The Policy Committee consists of members selected by the Board of Directors based on their expertise and the needs of the District. Members serve until the completion of the Committee's objectives or other tasks are assigned. There shall be no more than three Directors on this Committee.
- 2.2. Member Selection and Decision-Making: Committee members are chosen annually by the Board President (or as new committees are established), with consensus of the Board. Decisions within the Committee are made through a process defined by either consensus or majority vote, as stipulated by the committee's operating procedures.
- 2.3. Meeting Schedule: Meetings are scheduled based on policy development needs.
- 2.4. Communication and Reporting: The Committee ensures effective communication of its activities, findings, and policy recommendations to the Board and stakeholders through regular reports and updates, employing clear and accessible language.

### 3. GUIDELINES

- 3.1. Policy Development Process: The Committee shall employ a systematic and documented process for policy review, development, and revision, with the support of District staff and legal counsel, to ensure strategic alignment and compliance.
- 3.2. Compliance and Best Practices: Policies are reviewed and developed in consultation with District staff and legal counsel to ensure adherence to laws and incorporation of public sector governance best practices.

- 3.3. Review Cycle and Documentation: A regular review cycle should be established for all policies to ensure they remain relevant and effective. Policies are documented, updated, and made accessible in a centralized manner, with clear version control.
- 3.4. Board Directives and Advisory Capacity: The Committee acts on the Board's directives; prioritizing policy matters critical to the District's strategic direction. It provides input to the Board on necessary policy updates, the introduction of proposed new policies, or the removal of outdated ones.
- 3.5. Training and Awareness: The Committee may recommend provisions for ongoing training and awareness to ensure that Board members and District staff are informed about policy changes, supporting smooth implementation and compliance.



## DRAFT ERAF COMMITTEE INTENT POLICY

### 1. COMMITTEE INTENT AND PURPOSE

- 1.1. The ERAF Committee is established as an ad-hoc committee with the specific purpose of developing a comprehensive internal understanding of the Educational Revenue Augmentation Fund (ERAF) and assessing the impact of funds received from ERAF on the San Miguel Consolidated Fire Protection District. The Committee's aim is to ensure informed decision-making related to the allocation and use of ERAF funds within the District.
- 1.2. The ERAF Committee is tasked with the following objectives:
- 1.3. Analysis of ERAF: The Committee will perform a comprehensive analysis of the Educational Revenue Augmentation Fund (ERAF), focusing on understanding its purpose, the mechanisms through which it is funded, and the criteria used for the allocation of these funds. This analysis is fundamental to grasping how ERAF operates and its potential benefits to the District.
- 1.4. Financial Impact Evaluation: The Committee is responsible for assessing the impact of ERAF funds on the District's budget and overall operations. This involves identifying both the opportunities that these funds present and the challenges they may pose. The aim is to ensure that the District can effectively manage and leverage ERAF funds to support its operations and financial health.
- 1.5. Development of Strategic Use Guidelines: Based on the analysis and evaluation, the Committee will formulate strategies for the optimal utilization of ERAF funds. These strategies will be designed to align with the District's financial goals and strategic objectives, ensuring that ERAF funds contribute positively to the District's mission and operational success.

### 2. OPERATIONS

- 2.1. Committee Composition: The ERAF Committee is an ad-hoc committee of the Board of Directors. There shall be no more than three Directors on this Committee.
- 2.2. Member Selection and Decision-making: Committee members are chosen annually by the Board President with consensus of the Board. Decisions within the Committee are made through a process defined by either consensus or majority vote, as stipulated by the Committee's operating procedures.
- 2.3. Meeting Schedule: Meetings are convened on an as-needed basis to review ERAF developments, assess fund impacts, and refine strategies for fund utilization. The frequency of meetings is determined by the relevance of ERAF funds to the District's financial planning cycles and any significant changes to ERAF regulations or funding levels.

### 3. GUIDELINES

- 3.1. Analysis and Reporting: The Committee is responsible for providing detailed analyses and reports on ERAF, outlining the fund's implications for the District's finances and operations. These reports guide the Board of Directors in making informed decisions regarding ERAF fund allocation and use.
- 3.2. Strategic Fund Utilization: Developing strategies for the effective use of ERAF funds is a core guideline for the Committee. Strategies should focus on enhancing the District's financial stability, supporting strategic objectives, and addressing any identified operational challenges or opportunities presented by ERAF funding.
- 3.3. External Engagement: Engaging with key advocates for a more equitable distribution of ERAF monies for the benefit of special districts, (including District staff, community members, legislators, government officials and education funding experts), is crucial for gaining a comprehensive understanding of ERAF. Stakeholder insights will inform the Committee's analyses and strategic recommendations.



## DRAFT GOVERNMENT AFFAIRS COMMITTEE INTENT POLICY

### 1. COMMITTEE INTENT AND PURPOSE

- 1.1. The Government Affairs Committee is established as an ad-hoc committee with the principal objective of fostering and maintaining relationships with elected officials and their staffers. This Committee plays a critical role in advocating for the San Miguel Consolidated Fire Protection District's interests at various levels of government.
- 1.2. Relationship Building: The primary goal is to build and sustain strong relationships with elected officials and their staff, understanding their roles and how they can support the District's objectives.
- 1.3. Legislative Tracking: The Committee, in collaboration with District Staff and the Fire Chief, shall actively monitor and track legislation and policy developments that could potentially impact the District, ensuring timely adjustments to strategy and operations, as necessary.
- 1.4. Engagement and Invitation: The Committee shall proactively invite elected officials to participate in tours, special events, and other engagements that highlight the District's work in ensuring the needs of the Community are met.
- 1.5. Such interactions aim to enhance how the Community and elected representatives understand the District's impact and operational requirements.
- 1.6. Event Participation: Committee members will represent the District at events organized by elected officials, including swearing-in ceremonies, open houses, and other relevant gatherings, to demonstrate support and foster reciprocal relationships.

### 2. OPERATIONS

- 2.1. Committee Composition: The Government Affairs Committee is an ad-hoc committee of the Board of Directors. There shall be no more than three Directors on this Committee.
- 2.2. Member Selection and Decision-Making: Committee members are chosen annually by the Board President with Board consensus. Decisions within the Committee are made through a process defined by either consensus or majority vote, as stipulated by the Committee's operating procedures.
- 2.3. Meeting Schedule: Meetings are scheduled based on the legislative calendar, upcoming community and governmental events, and as needed to respond to emerging legislative issues or opportunities for engagement with elected officials.

- 2.4. Communication and Reporting: The Committee ensures consistent and effective communication within the District and with external elected officials and other dignitaries, utilizing formal and informal channels to promote the District's interests and activities consistent with Board direction.

### 3. GUIDELINES

- 3.1. Notifications Protocol: Tours with elected officials shall be scheduled in coordination with all Government Affairs Committee members, the Fire Chief, and the Division Director in which the event is occurring in an effort to afford each the opportunity to attend if they so desire and to ensure adequate planning. This protocol ensures that visits are well-coordinated, properly notified, and that opportunities for engagement and advocacy are maximized.
- 3.2. Enhancing Collaboration and Communication: The Committee shall:
  - 3.2.1. Establish a formal communication protocol requiring the Government Affairs Committee to coordinate with the Board and the Fire Chief at key stages of planning and executing of outreach efforts. This ensures the Board has had an opportunity to provide clear direction as to the Board's goals and objectives. This includes initial strategy discussions, identification of legislative priorities, and shall occur before any direct engagements or invitations to elected officials take place.
  - 3.2.2. Implement a regular briefing schedule, where the Committee updates the Board and the Fire Chief with regard to ongoing initiatives, upcoming events, and legislative tracking outcomes. These briefings can take the form of written reports or scheduled meetings to ensure the timely and transparent sharing of information.
- 3.3. Joint Strategy Development: Prior to initiating any new outreach efforts or responding to legislative developments, as approved by the Board, the Committee will convene a strategy session with the Board President and the Fire Chief. The purpose of these sessions is to align on objectives, messaging, and engagement tactics, ensuring a unified approach to government affairs.
- 3.4. The Committee shall create an annual or bi-annual joint strategic planning session involving the Committee, the Board President, and the Fire Chief to set priorities, evaluate the landscape of governmental affairs, and align on long-term strategies. The proposed plan shall then be presented to the full Board for input and approval.
- 3.5. Inclusion of Leadership in Outreach Activities: The Committee shall formalize the requirement for including the Board President and the Fire Chief, or their designees, in key outreach activities, especially when planning tours, special events, or meetings with elected officials and other dignitaries. This ensures that leadership is visibly engaged and can contribute directly to building and maintaining relationships with government representatives.
- 3.6. Feedback Loop and Adjustments: The Committee shall develop and define a structured feedback mechanism following any major outreach or engagement activity, where insights and outcomes are reviewed collectively by the Committee, the Board, and the Fire Chief. This feedback loop will

be instrumental in refining strategies, addressing any gaps, and making necessary adjustments to ensure alignment and cohesive action.

- 3.7. Implementation of Collaboration Tools: The Committee shall adopt collaboration tools (e.g., shared calendars, project management software) that allow for real-time updates and visibility on outreach efforts and legislative tracking. This tool should be accessible to the full Board, Fire Chief, and other designated staff in an effort to promote transparency and joint oversight.
- 3.8. Engagement Strategy: The Committee develops and implements a strategic plan for engaging with elected officials, prioritizing relationships that are most beneficial to the District's strategic goals and operational needs.
- 3.9. Documentation and Follow-up: All interactions with elected officials and legislative tracking activities are documented. Follow-up actions are taken as necessary to capitalize on opportunities for support, funding, or advocacy that benefit the District.





## DRAFT NEGOTIATIONS COMMITTEE INTENT POLICY

### 1. COMMITTEE INTENT AND PURPOSE

- 1.1. The Negotiations Committee is constituted as an ad-hoc body to represent the interests of the San Miguel Consolidated Fire Protection District's Board of Directors throughout the process of employee negotiations. This Committee is designed to act as a dedicated group that reflects the collective interests of the Board's consensus, aiming to conduct negotiations that are well-informed, strategically sound, and equitable.
- 1.2. Primary responsibilities of the Negotiations Committee include:
  - 1.2.1. Financial Analysis: Conducting a thorough assessment of the District's financial condition to ensure negotiations are grounded in the reality of the District's fiscal capabilities.
  - 1.2.2. Strategic Coordination: Aligning the negotiation process with the strategic goals of the Board and the Fire Chief, ensuring that negotiated outcomes contribute to the District's overarching objectives.
  - 1.2.3. Employee Group Engagement: Fully engaging with employee groups to understand their needs and concerns, with the goal of reaching agreements that are fair, respectful, mutually beneficial, and fiscally sound for the District long-term.

### 2. OPERATIONS

- 2.1. Committee Composition: As an ad-hoc committee, the Negotiations Committee is convened by the Board of Directors specifically for the purpose of employee negotiations. There shall be no more than three Directors on this Committee.
- 2.2. Member Selection and Decision-Making: Committee members are chosen annually by the Board President with Board consensus. Decisions within the Committee are made through a process defined by either consensus or majority vote, as stipulated by the Committee's operating procedures.
- 2.3. Meeting Schedule: Meetings are scheduled based on the needs of the negotiation process.
- 2.4. Communication and Reporting: The Committee ensures effective communication of its activities, findings, and recommendations to the Board through regular reports and updates, employing clear and accessible language.
- 2.5. Agenda Setting: The chairperson, in coordination with Committee members, sets the agenda for each meeting, focusing on negotiation priorities, fiscal assessments, and strategy development.

Input from the Fire Chief, Administrative Officer, and legal counsel is considered in agenda preparation.

### **3. GUIDELINES**

- 3.1. Fiscal Health Analysis: The Committee is responsible for a detailed analysis of the District's financial condition, providing a basis for informed negotiation strategies that consider the District's ability to meet employee requests.
- 3.2. Strategic Alignment: Negotiation strategies and objectives are developed in alignment with the goals of the Board and the Fire Chief, ensuring that draft employee agreements support the District's Mission, strategic direction, and direction as determined by the Board.
- 3.3. Employee Group Engagement: The Committee engages with employee groups to understand their perspectives and needs, fostering a negotiation environment characterized by open communication and mutual respect.
- 3.4. Recommendations to the Board: The Committee provides regular updates and recommendations to the Board on the negotiation progress, fiscal implications, and strategic alignment, ensuring that the Board's directives and interests are fully represented in the negotiation process.



## DRAFT STATION 21 COMMITTEE INTENT POLICY

### 1. COMMITTEE INTENT AND PURPOSE

- 1.1. The Station 21 Committee is established as an ad-hoc committee, convened specifically to provide input and recommendations on the land use arrangements for Station 21 with the Mt. Helix Park Foundation (formerly known as the Foundation for the Preservation of the Mount Helix Nature Theatre) (“Foundation”) as they arise. The Committee's objective is to ensure that any proposed land use agreements support sustainable service delivery by the San Miguel Consolidated Fire Protection District, both in terms of operational efficiency and financial viability.
- 1.2. The purpose of this Committee may include:
  - 1.2.1. Lease Analysis: To conduct a comprehensive review of any potential Station 21 land lease agreement, assessing its terms, conditions, and potential impacts on the District's operations and service delivery capabilities.
  - 1.2.2. Sustainability Considerations: To evaluate the sustainability of service delivery under any proposed lease terms, ensuring that any draft agreement aligns with the District's long-term operational and financial goals.
  - 1.2.3. Recommendation Development: To develop and present recommendations to the Board of Directors regarding any lease negotiations, modifications, or renewals of any executed lease agreement(s), aimed at optimizing the terms for the benefit of sustainable service delivery.

### 2. OPERATIONS

- 2.1. Committee Composition: The Station 21 Committee is an ad hoc committee of the Board of Directors. There shall be no more than three Directors on this Committee.
- 2.2. Member Selection and Decision-making: Committee members are chosen annually by the Board President with consensus of the Board. Decisions within the Committee are made through a process defined by either consensus or majority vote, as stipulated by the Committee's operating procedures.
- 2.3. Meeting Schedule: Meetings are held on an as-needed basis, determined by the milestones of any potential land use negotiation processes, the necessity for any land use/lease agreement reviews, or any proposed changes to the terms of any executed agreement that could affect service delivery.
- 2.4. Coordination with External Advisors: Where necessary, and with Board consensus, the Committee may coordinate with external legal advisors, real estate experts, or financial analysts to gain

deeper insights or clarification on specific aspects of any proposed or executed land use or lease agreement(s).

- 2.5. Communication and Reporting: The Committee shall provide the Board with necessary updates as they occur in accordance with the Brown Act.

### **3. GUIDELINES**

- 3.1. Lease Agreement Review: The Committee is tasked with thorough documentation and review of all aspects of any Station 21 land use, lease or other agreements, drafted or previously executed, ensuring a comprehensive understanding of their implications.
- 3.2. Sustainable Service Delivery Assessment: Evaluating the impact of any proposed or existing agreement on the District's ability to provide sustainable and efficient emergency services is paramount. This includes, with specific Board direction, assessing the physical location, access routes, and any land use/lease-imposed restrictions or opportunities that could influence operational effectiveness.
- 3.3. Recommendations and Reporting: Based on its analyses, the Committee may draft recommendations for the Board's consideration, focusing on negotiating positions, amendments, or enhancements to any proposed or executed lease that promote sustainability and operational excellence. Detailed reports will support these recommendations, providing the rationale and expected outcomes of proposed actions.
- 3.4. Associate Engagement: Engaging with key associates, including District Staff, Community members, and government entities, may be necessary to gather insights or support for the negotiation process, ensuring any potential lease terms or revisions to any executed agreement meet the broader needs and expectations of the Community served.



## DRAFT ZONE 1 / EOA COMMITTEE INTENT POLICY

### 1. COMMITTEE INTENT AND PURPOSE

1.1. The Zone 1 / EOA Committee is established as an ad hoc committee, as a focused body within the San Miguel Consolidated Fire Protection District (SMFR) to analyze and provide insight on the Exclusive Operating Area agreements within Zone 1 that the District has with the Grossmont Healthcare District. The Committee's objective is to ensure a deep understanding of these agreements, how they impact service delivery, their alignment with the District's operational and strategic goals, and bring any proposed revisions to the full Board for review.

1.2. **The purpose of the Committee includes:**

1.2.1. Agreement Analysis: To conduct a detailed review of the Zone 1 / Exclusive Operating Area agreements, focusing on terms, conditions, service level expectations, and compliance requirements set forth by the Grossmont Healthcare District.

1.2.2. Operational Impact Assessment: To assess the operational impacts of the EOA agreements on the District's emergency response capabilities, resource allocation, and overall service delivery within Zone 1.

1.2.3. Strategic Alignment and Recommendations: To evaluate the strategic fit of the EOA agreements with the District's long-term goals and objectives, providing recommendations for negotiation, amendment, or renewal of agreements to enhance service efficiency and effectiveness.

### 2. OPERATIONS

2.1. Committee Composition: The Zone 1 / EOA Committee is an ad hoc committee of the Board of Directors. There shall be no more than three Directors on this Committee.

2.2. Member Selection and Decision-making: Committee members are chosen annually by the Board President with consensus of the Board. Decisions within the Committee are made through a process defined by either consensus or majority vote, as stipulated by the Committee's operating procedures.

2.3. Meeting Schedule: The Committee meets regularly, with the frequency of meetings determined by the needs of ongoing analysis, negotiations, or operational reviews related to the EOA agreements. Meeting schedules are adjusted to align with the strategic planning cycles of the District and the timelines of agreement renewals or negotiations with the Grossmont Healthcare District.

- 2.4. Collaboration and Information Sharing: The Committee collaborates closely with legal advisors, Grossmont Healthcare District representatives, and other relevant Zone 1 participants and associates to gather information, clarify agreement terms, and establish optimal service delivery system with checks and balances. This collaborative approach facilitates a thorough review and analysis of the EOA agreements.

### **3. GUIDELINES**

- 3.1. Comprehensive Review Process: In close communication with the District's Fire Chief and legal counsel, the Committee engages in a structured review process, examining all aspects of the EOA agreements, from operational requirements to financial implications and compliance standards.
- 3.2. Impact Analysis and Reporting: Analyzing the impact of the EOA agreements on the District's service delivery and reporting findings to the SMFR Board of Directors are crucial. This includes identifying challenges, opportunities, and potential areas for improvement in the agreements.
- 3.3. Strategic Recommendations: Based on its analysis, the Committee formulates strategic recommendations for the Board's consideration. This may involve proposing negotiations for agreement modifications, advocating for terms that better support the District's service delivery model, or identifying strategies to optimize operational efficiencies within the framework of the EOA agreements.



## DRAFT CSDA COMMITTEE INTENT POLICY

### 1. COMMITTEE INTENT AND PURPOSE

- 1.1. The California Special Districts Association (CSDA) is an external association dedicated to representing and supporting the interests of special districts through legislative and regulatory advocacy.
- 1.2. The purpose of this adhoc committee is to engage actively with the CSDA to ensure that the legislative and regulatory concerns affecting the District are adequately addressed and that the District benefits from the resources, training, and networking opportunities provided by the CSDA.

### 2. OPERATIONS

- 2.1. Committee Composition: Committee members are chosen annually by the Board President with consensus of the Board. Decisions within the Committee are made through a process defined by either consensus or majority vote, as stipulated by the Committee's operating procedures. There shall be no more than three Directors on this Committee.
- 2.2. Meeting Frequency and Reporting: The San Diego CSDA Chapter meets on a quarterly basis and holds various trainings throughout the year.

### 3. GUIDELINES

- 3.1. Engagement and Representation: Committee members are expected to actively participate in CSDA events, workshops, and legislative sessions. They serve as the primary liaisons between the CSDA and the District, ensuring that our voices are heard on critical issues.
- 3.2. Compliance and Ethics: Members must adhere to all legal and ethical standards in their interactions with the CSDA and other external entities. This includes compliance with conflict of interest laws and maintaining the confidentiality of sensitive information.



## DRAFT HTF COMMISSION INTENT POLICY

### 1. COMMISSION INTENT AND PURPOSE

- 1.1. The HTF Commission is established as an ad-hoc body to represent the San Miguel Consolidated Fire Protection District (SMFR) as a member of the Heartland Fire Training Facility (HTF) Commission, an external commission. The Commission's primary purpose is to ensure SMFR's interests and needs in fire service training are effectively communicated and advocated for within the HTF.
- 1.2. By participating actively in the HTF Commission, the Commission facilitates the enhancement of our personnel's training, preparedness, and overall response capabilities.

### 2. OPERATIONS

- 2.1. Commission Composition: Commission members are chosen annually by the Board President with consensus of the Board. Decisions within the Commission are made through a process defined by either consensus or majority vote, as stipulated by the Commission's operating procedures.
- 2.2. Meeting Schedule: The HTF Commission meets quarterly (January, April, July and October) on the 2<sup>nd</sup> Thursday of the month.
- 2.3. Compliance with the Brown Act: As a Brown Act commission, the HTF Commission adheres to all requirements for transparency, public access, and procedural integrity. This includes maintaining a quorum for decision-making and ensuring all meetings are properly noticed and open to the public.

### 3. GUIDELINES

- 3.1. Quorum and Attendance: Given the critical role of the HTF Commission in representing SMFR's interests, maintaining a quorum at each meeting is essential. Attendance by the Primary/Alternate member(s) is of high importance to uphold SMFR's commitment to active and effective participation in the Heartland Fire Training Facility governance. In the event the Primary member is unable to attend, they must notify the Alternate member.
- 3.2. Strategic Participation: Commission members are expected to engage proactively in all discussions, bringing forward the perspectives, needs, and recommendations of SMFR. This includes preparing for meetings by reviewing all relevant materials and proposals to be discussed.



- 3.3. Reporting and Accountability: Following each HTF meeting, the Commission will provide an update to the SMFR Board of Directors. This report will detail the discussions, decisions made, and any action items or votes in which the Commission participated, ensuring accountability and alignment with SMFR's strategic objectives.
- 3.4. Payments, Stipends and Tax Reporting: HTF Commission members receive payment of their meeting stipends directly from the City of El Cajon. Commission members are required to complete the appropriate tax paperwork (1099) with the City of El Cajon for these payments.



## DRAFT HTF COMMISSION INTENT POLICY

### 1. COMMISSION INTENT AND PURPOSE

- 1.1. The HCFA Commission is established as an ad-hoc body to represent the San Miguel Consolidated Fire Protection District (SMFR) as a voting member within the Heartland Communications Facility Authority, an external commission. The primary objective of this Commission is to provide governance and oversight to the Heartland Communications Joint Powers Authority (JPA), ensuring that communication systems and services align with the operational needs and standards of SMFR.
- 1.2. The purpose of the HCFA Commission includes:
  - 1.2.1. Representation and Governance: To actively participate in the governance of the Heartland Communications JPA, representing the interests and operational requirements of SMFR.
  - 1.2.2. Strategic Input: To contribute to strategic decision-making processes, ensuring that the communications infrastructure and services provided by the Heartland Communications JPA support the efficacy and efficiency of SMFR's emergency response capabilities.
  - 1.2.3. Policy and Service Evaluation: To evaluate policies, service agreements, and operational standards of the Heartland Communications JPA, making recommendations for enhancements or changes to support SMFR's objectives.

### 2. OPERATIONS

- 2.1. Commission Composition: The HCFA Commission members serve on a formal Commission with members appointed as part of the Board's yearly Commission selection process.
- 2.2. Member Selection and Decision-making: Commission members are chosen annually by the Board President with consensus of the Board.
- 2.3. Meeting Schedule: The Commission meets quarterly, with sessions scheduled for January, April, July, and October.
- 2.4. Compliance with the Brown Act: As a Brown Act commission, the HCFA Commission adheres to all requirements for transparency, public access, and procedural integrity. This includes maintaining a quorum for decision-making and ensuring all meetings are properly noticed and open to the public.

### 3. GUIDELINES

- 3.1. Quorum and Attendance: Given the critical role of the HCFA Commission in representing SMFR's interests, maintaining a quorum at each meeting is essential. Attendance by all Commission members is of high importance to uphold SMFR's commitment to active and effective participation in the Heartland Communications JPA governance.
- 3.2. Strategic Participation: Commission members are expected to engage proactively in all discussions, bringing forward the perspectives, needs, and recommendations of SMFR. This includes preparing for meetings by reviewing all relevant materials and proposals to be discussed.
- 3.3. Reporting and Accountability: Following each Heartland Communications JPA meeting, the Commission will provide an update to the SMFR Board of Directors. This report will detail the discussions, decisions made, and any action items or votes in which the Commission participated, ensuring accountability and alignment with SMFR's strategic objectives.

**Resolution 24-50**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF  
THE SAN MIGUEL CONSOLIDATED FIRE PROTECTION DISTRICT  
ADOPTING THE BOARD OF DIRECTORS POLICY MANUAL WITH POLICY  
ADDITIONS PERTAINING TO INTENT OF COMMITTEES**

**WHEREAS**, Board Policy 102 – Basis of Authority, authorizes the Board to adopt and make additions/amendments to the Director’s Policy Manual; and

**WHEREAS**, the Board of Directors discussed and recommended changes to the Director’s Policy Manual at its Regular Meeting on September 25, 2024, and directed staff to bring back those amendments to the Policy Manual at the October 23, 2024 Board Meeting for formal approval: and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the San Miguel Consolidated Fire Protection District approves the additions to the Director’s Policy Manual as set forth in the attached Exhibit A.

**APPROVED AND ADOPTED** by the Board of the Directors of the San Miguel Consolidated Fire Protection District this 23<sup>rd</sup> day of October 2024 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST

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Shayna Rians, Board Clerk

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Jesse A. Robles, Board President

# SMFR

## 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 3<sup>rd</sup> grade poster contest. This event was co-sponsored with Santee FD. Each year the 3<sup>rd</sup> 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.