



Agenda

San Miguel Community Services District

BOARD OF DIRECTORS

John Green, President
Anthony Kalvans, Director

Joseph Parent, Vice President
Gib Buckman, Director
Vacancy, Director

THURSDAY, JANUARY 18, 2018

5:30 P.M. Opened Session

BOARD OF DIRECTORS SPECIAL MEETING AGENDA

**SMCSD Boardroom
1150 Mission St.
San Miguel, CA 93451**

Cell Phones: As a courtesy to others, please silence your cell phone or pager during the meeting and engage in conversations outside the Boardroom.

Americans with Disabilities Act: If you need special assistance to participate in this meeting, please contact the CSD Clerk at (805) 467-3388. Notification 48 hours in advance will enable the CSD to make reasonable arrangements to ensure accessibility to this meeting. Assisted listening devices are available for the hearing impaired.

Public Comment: Please complete a "Request to Speak" form located at the podium in the boardroom in order to address the Board of Directors on any agenda item. Comments are limited to three minutes, unless you have registered your organization with CSD Clerk prior to the meeting. If you wish to speak on an item not on the agenda, you may do so under "Oral Communications." Any member of the public may address the Board of Directors on items on the Consent Calendar. Please complete a "Request to Speak" form as noted above and mark which item number you wish to address.

Meeting Schedule: Regular Board of Director meetings are generally held in the SMCSD Boardroom on the fourth Thursday of each month at 7:00 P.M. Agendas are also posted at: www.sanmiguelcsd.org

Agendas: Agenda packets are available for public inspection 72 hours prior to the scheduled meeting at the Counter/ San Miguel CSD office located at 1150 Mission St., San Miguel, during normal business hours. Any agenda-related writings or documents provided to a majority of the Board of Directors after distribution of the agenda packet are available for public inspection at the same time at the counter/ San Miguel CSD office at 1150 Mission St., San Miguel, during normal business hours.

- I. Call to Order: 5:30 P.M.**
- II. Pledge of Allegiance:**
- III. Roll Call:**
- IV. Approval of Special Meeting Agenda**
- V. ADJOURN TO CLOSED SESSION: None**
- VI. Call to Order for Regular Board Meeting/Report out of Closed Session: None**
- VII. Public Comment and Communications:**

Persons wishing to speak on a matter not on the agenda may be heard at this time; however, no action will be taken until placed on a future agenda. Speakers are limited to three minutes. Please complete a "Request to Speak" form and place in basket provided.

VIII. Special Presentations/Public Hearings/Other:

- 1. Interview and Appoint New Director to Fill Vacancy on Board of Directors
 - a) Willy Foster
 - b) Terry Gore
 - c) Jessica Peckham
 - d) Nanette Roe
 - e) Ashley Sangster

IX. Staff & Committee Reports – Receive & File: None

X. CONSENT CALENDAR:

The items listed below are scheduled for consideration as a group and one vote. Any Director or a member of the public may request an item be withdrawn from the Consent Agenda to discuss or to change the recommended course of action. Unless an item is pulled for separate consideration by the Board, the following items are recommended for approval without further discussion.

- 1. Approve Resolution No. 2018-01 authorizing the Fire Chief to accept a 50% matching grant in the amount of \$18,000 from the Volunteer Firefighter Assistance Grant, and authorize a match to the grant in an amount of \$18,000 from Fire Capital Reserves.

RECOMMENDATION:

Approval of Resolution 2018-01 authorizing the Fire Chief to accept a 50% matching grant from VFA.

XI. BOARD ACTION ITEMS:

- 1. Discussion and adoption of Resolution No. 2018-02 approving the San Miguel Community Services District Board Members' Handbook Revisions.

Public Comments: (Hear public comments prior to Board Action)

M_____ S_____ V_____

XII. BOARD COMMENT:

This section is intended as an opportunity for Board members to make brief announcements, request information from staff, request future agenda item(s) and/or report on their own activities related to District business. No action is to be taken until an item is placed on a future agenda.

XIII. ADJOURNMENT TO NEXT REGULAR MEETING OF 1-25-2018 Time: _____

ATTEST:

STATE OF CALIFORNIA)
COUNTY OF SAN LUIS OBISPO) ss.
COMMUNITY OF SAN MIGUEL)

I, Tamara Parent, Board Clerk/Accounts Manager of San Miguel Community Services District, hereby certify that I caused the posting of this agenda at the SMCSD office on January 12, 2018

Date: January 12, 2018

Tamara Parent – 1/5/2018 Signature on file
Tamara Parent, Board Clerk/ Accounts Manager

Robert Roberson 1/5/2018 - Signature on file
Rob Roberson, Fire Chief/Interim General Manager

John Green 1/5/2018- Signature on file
Approved by: President Green

San Miguel Community Services District

Special Board of Directors Meeting

Staff Report

January 18, 2018

AGENDA ITEM: VIII-1

SUBJECT: Appointment to fill an Existing Board Vacancy

STAFF RECOMMENDATION:

Interview and Select a Candidate to fill an existing Board of Directors vacancy for the remaining term that expires December 2018.

BACKGROUND DISCUSSION:

The resignation/retirement of Larry Reuck in December of 2017 left a vacancy on the Board of Directors for the remaining term of office that expires in December 2018.

A Notice of Vacancy was posted in public locations within the community, on the District's website and sent out in all water bills in December 2017.

ACTION DISCUSSION:

Letter of interest and qualifications have been submitted to the Board for consideration.

It is appropriate to interview these candidates and seek information that will lead to a Board decision regarding the prospective candidate's. The Board has elected to interview these candidates regarding their qualifications the Board should consider the following format:

1. Give each candidate 2 minutes to state reasons and qualifications for filling the Board vacancy.
2. Ask questions, from the list that has been prepared, related to duties and responsibilities of Board member

After the interviews are completed, hold Board discussions as needed, then proceed with a Board vote. Following the Board's action, staff will advise the County Clerk's office of the appointment and provide appointee information as required.

Prepared By:

Approved By:

Tamara Parent

Rob Roberson

Board Clerk/Accounts Manager

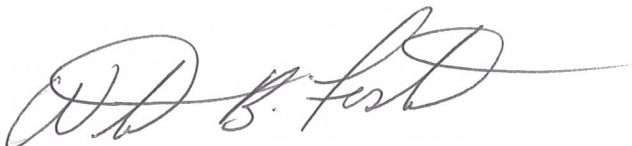
Interim General Manager/Fire Chief

Attachment: Letter of Interest and Qualifications Statement (Five Candidates)
List of Questions

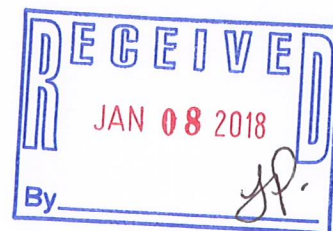
ORIGINAL

January 8, 2018

Since earning my Master's Degree in Emergency and Disaster Management, I have been interested in giving back to the San Miguel Community. This is a rare opportunity for me to assist the community by getting involved and helping to shape the direction in that the community is headed. I truly believe that San Miguel has the capacity to grow and prosper as residents selflessly strengthen the community in which we live. Thank you for the opportunity to serve.



Willie B, Foster
CA State Environmental Inspector



ORIGINAL

Terry L Gore
893 Rio Mesa Circle
San Miguel, CA 93451
303-502-6782

San Miguel Community Service District
1150 Mission Street
San Miguel, CA 93451

November 16, 2017

Sir or Madam,

I am a new resident of San Miguel and am a very civic minded person. I would like to be considered for the board member position coming available for the San Miguel CSD.

I have a diverse background which includes having an accounting degree, real estate brokers license for Colorado, former Executive Director for Keep Chadron Beautiful in Chadron, NE, president of Golden High School PTA for 5 years in Golden, CO and being a girl scout leader for 4 years.

I feel that my diverse background can help the city of San Miguel. I enjoy working with the public and feel that involving children in the community is how we install a sense of pride of community in them. My background in accounting and communicating with different professionals and businesses can help involve residents and local business with projects in the San Miguel community. I have enjoyed fundraising for various activities to help promote beautification projects in the community as well as help fund activities for the students such as after prom, senior scholarships and classroom grants to help children participate in activities they otherwise wouldn't have been able to.

I look forward to working with the community as a board member and new resident of San Miguel.

Regards,


Terry L. Gore



ORIGINAL

Jessica Peckham

843 Avenida Vista San Miguel, CA 93451

Phone: 805-286-6001

e-mail: Jessica.J.Peckham@gmail.com

► **San Miguel Community Service District**

1150 Mission St. San Miguel, Ca. 93451

Phone: 805-467-3388

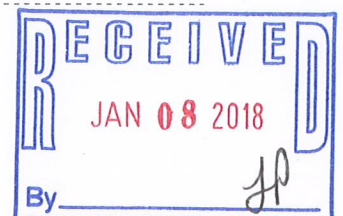
To Whom it May Concern:

I am writing this letter for consideration to fill the vacant position on the San Miguel CSD board. My family and I moved to San Miguel in March of 2017 and I have been looking for a way to be a part of the community. My name is Jessica Peckham and I am a local, having been born and raised in Templeton and just recently relocating my family back to the area after living in southern California for over ten years. I have two adorable children, Aaliyah age 4 and Joash age 2. My husband, Joe, is a teacher of 7th and 8th grade at San Ardo Elementary. I myself toggle between being Mom and working part time as a Family Nurse Practitioner with FCCP in Paso Robles and Heritage Ranch.

Prior to moving back to the area I worked in at a large hospital in Whittier, Ca. where I was a part of almost every committee and shared governance board we had. I am a strong believer in seeing the best in people and situations and never complaining about something unless you are willing to do something about it. In my time at PIH Health I was the secretary for our unit's shared governance committee and eventually chaired it. I also sat on the Nursing Professional Practice Committee and helped to develop and run the Pain Management Committee and the Research Oversight Committee. After obtaining my degree as a Family Nurse Practitioner I moved on to build a lung cancer screening program from the ground up, which was one of the most fun and rewarding things I have ever done. I am looking to continue my passion for betterment, change and development. Though I have never applied myself outside of my workplace in healthcare, I sense the same skills would apply to the civil arena.

I have come to love the small town charms that San Miguel has to offer, like how friendly everyone is or the "letters to Santa" box at the post office. I also see room for improvement and so much potential for our town as it grows. I would love to play an active role in helping to make decisions that are going to drive these changes. Thank you for considering me to be a part of your team.

Sincerely,
Jessica Peckham



ORIGINAL

Bio Document

Nanette Negrete Roe,

Nanette Roe and her Husband Ed Roe moved to San Miguel 5 years ago, we both like the community.

Nanette Roe is a retired salon owner, I owned my salon in Paso Robles for 25 years.

Nanette moved to Paso Robles from Pasadena in 1987, 30 years ago. I have 3 children, 2 males and a female, all are adults with families of their own, I raised them on my own and all have good lives, we all hope for the best here.

Nanette has worked at SunBank Electronics as a Lab Tech in a heavy chemical lab titrating the tanks and taking samples for the tanks to be chemically treated.

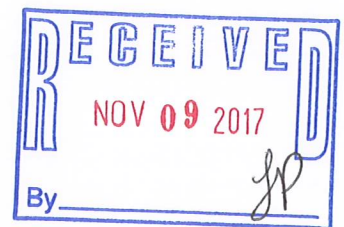
Nanette also worked at Twin Cities Hospital as a lab tech, (phlebotomist).

She has a lot of hats, she would make a great addition to the board with all her hats.

Thank you for consideration.

Nanette Roe

Nanette Negrete Roe
P.O. Box 164
San Miguel, CA 93451
805-610-1645



ORIGINAL

October 27, 2017

San Miguel Community Services District
1150 Mission Street
San Miguel, CA 93451

Dear Esteemed Board Members,

First, I would like to thank you for taking the time to read my letter. I appreciate these times of busy schedules and heavy workloads.


With the announcement of the retirement of Director Reuck, I would like to be given consideration for appointment to the CSD board of directors.

I have many years of experience in several industries covering both private and public sectors. My current profession is in the public sector, and given my role in public purchase, I have experience with State and County operations, and finances. I believe my experience and skills would be an asset to the community as a whole.

Beyond my professional experience, I would like to utilize my life and work experience to benefit the community. San Miguel is now my home, and I would like to be a part of making our community better and planting the seeds for future growth.

Thank you very much for your consideration. I welcome any questions regarding my background or experience, so please don't hesitate to contact me.

Respectfully,



Ashley Sangster
886 River Road
San Miguel, CA 93451
(805) 467-5040 Home
(714) 624-7100 Cell
ashleysangster@gmail.com



BOARD VACANCY QUESTIONS & QUALIFICATIONS

(Indicate that the Board President will be asking some prepared questions)

- 1. What professional or personal constraints on your time or service might you anticipate?**
- 2. What, if any, experience to you have with Public Service?**
- 3. What financial experience do you have dealing with public or business entities?**

Candidate Information

Qualifications & Requirements

- Each Board Member shall not hold an incompatible public office.
- Each Board Member shall hold office & discharge his/her duties with loyalty.
- Each Board Member shall attend all regular and special meetings of the Board unless there is good cause.
- Removal and/or replacement of a Board Member shall be governed by the requirements of California Government Code Sections §1770-1782.

Expectations of The Board of Directors

- Recognize that the BOD gives direction only as a convened body. Share opinions and views, but refrain from providing direction without the participation of the full Board.
- Do not individually attempt to influence the decisions or recommendations of staff.
- Conclude discussions requiring staff follow-up or action with specific direction agreed upon by the BOD.
- Make an effort to let GM know concerns and questions prior to public meetings so staff can be prepared to address the issues.
- Share in the CSD's commitment of the highest ethical standards and avoid any appearances of impropriety.
- Direct questions or requests for information to the General Manager only.
- Treat staff in a respectful manner at all times, and recognize good work by staff.
- Communicate any concerns regarding staff to the GM, refrain from criticizing staff in public, including at Board Meetings.
- Prevent disagreements with each other, the GM, or staff from becoming personal.
- Commit to, and support, teambuilding efforts when necessary and appropriate.
- Provide feedback on an ongoing basis.
- In addition to ongoing communications, meet individually with the GM on a regular basis.
- Seek and provide honesty, directness and openness.
- Immediately communicate only to the GM or Board President any items that are perceived not to be handled in accord with these expectations.
- Respect staff's impartiality involving elections and campaign activities.

**San Miguel Community Services District
Board of Directors**

Staff Report

January 18, 2018

AGENDA ITEM: X-1

SUBJECT: Consider approval of Resolution No 2018-01 authorizing Fire Chief to accept a 50% matching grant from Volunteer Firefighter Assistance Grants

STAFF RECOMMENDATION:

Staff recommends that the Board approve **Resolution No 2018-01** authorizing the Fire Chief to accept a 50% matching grant from Volunteer Firefighter Assistance Grant Program.

DISCUSSION:

The annual grant program from Volunteer Firefighter Assistance (VFA) is a 50% matching grant to aid small fire departments in purchasing personal protective equipment, radios, wildland fire equipment and to aid in fire prevention activities. The fire department has applied for and received funding from this grant program in prior years. We have received structure turnouts, wildland turnouts, and a skid mounted pump for Engine 8668, among other things, through this grant program.

This year, the District applied for a grant to purchase new radios, wildland turnouts, and Pagers, which would be a total project cost of \$36,000. The District portion would be 50% or \$18,000. The District's portion is proposed to come from Fire Capital Reserve Fund.

In 2017 the Board authorized the Fire Chief to apply for this grant and now that VFA has awarded the grant the Board needs to authorize the Fire Chief to accept the approved grant and appropriate \$18,000 from Fire Capital Reserve for our matching contribution.

FISCAL IMPACT:

The VFA will pay up to 50% of the Cost the equipment purchased, up to \$18,000; the District is responsible for the balance which would need to be appropriated from Fire Capital Reserve fund.

PREPARED BY:

Kelly Dodds

Assistant Fire Chief

Attachments: **Resolution No 2018-01**



**CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION
APPLICATION FOR FUNDING
COOPERATIVE FORESTRY ASSISTANCE ACT OF 1978
VOLUNTEER FIRE ASSISTANCE (VFA) PROGRAM
Agreement #7FG 17125**



A. DEPARTMENT/ORGANIZATION:

Organization Name :

Contact's First Name : Contact's Last Name :

Street Address :

Mailing Address :

City : County : Zip Code :

State : CAL FIRE Unit :

Phone Number : Email Address :

DUNS Number : To check to see what your DUNS number is, or to apply for one, please go to:
<https://iupdate.dnb.com/iUpdate/companylookup.htm>

B. AREA TO BE SERVED BY AWARD (Include areas covered by contract or written mutual aid agreements).

Number of Communities : Area : sq. miles Congressional District # :

Population : Annual Budget :

Latitude N ° ' " Longitude W ° ' "

Latitude must be between 32 and 42 degrees, Longitude must be between 114 and 125 degrees. Latitude and Longitude minutes and seconds must be between 0 and 60. Use a central point in the Applicant's service area for the general area covered by the project.

*All projects **must** have a project area.*

C. ACTIVITY : Annual number of emergency incidents.

Fire : + EMS : + Other : = **TOTAL : 278**

D. INDIAN TRIBAL COMMUNITY (If project includes an Indian Tribal Community, please provide) :

Population : Size (acres) : # of structures : Distance to nearest fire station (miles) :

CAL FIRE USE ONLY (Formula-driven)		
Project Total Cost	\$36,000.00	TOTAL APPLICATION REQUEST (up to 50% \$500 minimum, \$20,000 maximum) \$18,000.00
AMOUNT FUNDED FOR THIS AGREEMENT		<input type="text" value="18,000.00"/>

E. Proposed Project (List individual items for funding. Please put in funding priority order) :

	Type	Item	Quantity	Unit Cost	Item Total
1.	Safety - Wildland	Wildland Turnouts	15	\$1,500.00	\$22,500.00
2.	Communications	Handheld Radios	5	\$1,500.00	\$7,500.00
3.	Communications	Pagers	10	\$600.00	\$6,000.00
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22.					

F. CAL FIRE USE ONLY (Formula-Driven) PROJECT TOTAL COST \$36,000.00

G. ADDITIONAL INFORMATION 1. Briefly describe the area to be served: fire protection system, water system, equipment, facilities, staffing, hazards, etc. and purpose of proposed project. 2. How will the request(s) maintain or bring your organization into compliance with NFPA 1977 : Limited to space below.

The San Miguel Fire Department is a volunteer/ paid call department which serves an economically depressed community encompassing approximately 5.8 square miles and 2300 people. We regularly provide automatic and mutual aid to Paso Robles, Camp Roberts, and the surrounding rural areas within San Luis Obispo County and Monterey County. San Miguel is the northern most community San Luis Obispo County bordered by Highway 101 on the West, transected by the Union Pacific Railroad as well as the Salinas river, and surrounded on three sides by SRA. The fire department has three engines, one type 1 one type 2 and one type 3. All which are housed at the same station. With an average of 18 firefighters, a quarter time Fire Chief and quarter time Assistant Fire Chief the department responds to an average of 278 calls annually. In 2015 our department received a grant to replace structure turnouts, with at the time were 10-11 years old or older, we are seeking another grant to replace broken handhelds and add radios to our engines for firefighter safety on wildland responses. We are also requesting funding for additional wildland turnouts and head lamps for all of our firefighters to increase visibility and safety during night operations. We are also requesting funds to assist in purchasing additional pagers. Because of very tight budgets we cannot afford to purchase these needed items without taking the funds away from something else that is equally important. All the items requested will increase fire fighter safety and our ability to assist other county and state agencies on emergency incidents.

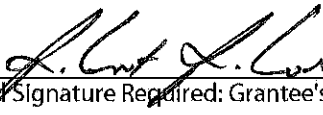
In addition to the original request(s), Applicants may list alternative projects for excess or unused funds, which the State will review during the initial application process. The State will determine which of the Applicant's projects are eligible for funding if excess or unused funds become available. Upon advanced written approval by the State, the applicant may use additional/excess funding up to the contract maximum amount to purchase State approved items in listed order of priority on their application.

Deviations from the original application are considered an amendment and require prior approval before the amended expenditures can be made.

The funds will be only for those projects accomplished and/or items purchased between Agreement Approval Date and June 30, 2018. The Recipient agrees to provide CAL FIRE with itemized documentation of the Agreement project expenditures and bill CAL FIRE as soon as the project is complete, but no later than September 1, 2018.

The Recipient gives CAL FIRE or any authorized representative access to examine all records, books, papers, or documents relating to the Agreement. The Recipient shall hold harmless CAL FIRE and its employees for any liability or injury suffered through the use of property or equipment acquired under this Agreement. The applicant certifies that to the best of applicant's knowledge and belief, the data in this application is true.

I certify that the above and attached information is true and correct:



Original Signature Required: Grantee's Authorized Representative

5/9/2017

Date Signed

Printed Name

Rob Roberson

Title

Fire Chief

Executed on:

May 9, 2017

Date

at

San Miguel

City

Organization Name : San Miguel Fire Department

**Grant Assurances
for
Cooperative Forestry Assistance Act of 1978
Volunteer Fire Assistance (VFA)**

Organization Name : San Miguel Fire Department

Contact's First Name : Rob

Contact's Last Name : Roberson

Street Address : 1150 Mission Street

Mailing Address : Po Box 180

City : San Miguel

County : San Luis Obispo

Zip Code : 93451

State : California

CAL FIRE Unit : SLU - San Luis Obispo Unit

Phone Number : 8054673300

Email Address : rob.roberson@sanmiguelcsd.org

DUNS Number : 109973839

To check to see what your DUNS number is, or to apply for one, please go to:
<https://iupdate.dnb.com/iUpdate/companylookup.htm>

As the duly authorized representative of the applicant, I certify that the applicant named above:

1. Has the legal authority to apply for the Volunteer Fire Assistance grant, of the Cooperative Forestry Assistance Act of 1978 and has the institutional, managerial and financial capability to ensure proper planning, management and completion of the grant.
2. Will assure that grant funds are used only for items requested and approved in the application.
3. Assures that all wildland fire response employees (full-time, part-time or volunteer) are fully equipped with appropriate wildland fire response personal protective equipment that meets NFPA 1977, *Standard on Protective Clothing and Equipment for Wildland Fire Fighting*, and are trained to a proficient level in the use of the personal protective equipment. Wildland fire suppression safety clothing and equipment includes :
 - Safety helmet
 - Goggles
 - Ear Protection
 - Fire-resistant (i.e. Nomex) hood, shroud, or equivalent face and neck protection
 - Fire-resistant (i.e. Nomex) shirt and pants
 - Gloves
 - Safety work boots
 - Wildland fire shelter
 - Communications Equipment
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain for themselves or others, particularly those with whom they have a family, business or other ties.
6. Will comply with all applicable requirements of all other Federal laws, Executive orders, regulations, Program and Administrative requirements , policies and other requirements governing this program.
7. Will comply with USDA Forest Service Civil Rights requirements. See Forest Service Civil Rights literature [here](#).
8. Understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds.

Organization Name : San Miguel Fire Department

In compliance with NFPA 1977 and trained in the use of Wildland PPE.

Not in compliance with NFPA 1977 but applying for grant funding to purchase Wildland PPE and/or provide required training.

The undersigned represents that he/she is authorized by the above named applicant to enter into this agreement for and on behalf of the said applicant.

Printed Name of Authorized Agent :

Signature of Authorized Agent : 

Title of Authorized Agent :

Date :

**BEFORE THE BOARD OF DIRECTORS OF THE
SAN MIGUEL COMMUNITY SERVICES DISTRICT
COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA**

IN THE MATTER OF:

Resolution Number: 2018-01

Approving the Department of Forestry and Fire Protection Agreement #7FG17125 for services from the date of last signatory on page 6 of the Agreement to June 30, 2018 under the Volunteer Fire Assistance Program of the Cooperative Forestry Assistance Act of 1978.

BE IT RESOLVED by the Board of Directors of the San Miguel Community Services District, that said Board does hereby approve the Agreement with the California Department of Forestry and Fire Protection dated as of the last signatory date on page 6 of the Agreement, and any amendments thereto. This Agreement provides for an award, during the term of this Agreement, under the Volunteer Fire Assistance Program of the Cooperative Fire Assistance Act of 1978 during the State Fiscal Year 2017-18 up to and no more than the amount of **\$18,000**.

BE IT FURTHER RESOLVED that Rob Roberson, Fire Chief of said Board be and hereby is authorized to sign and execute said Agreement and any amendments on behalf of the San Miguel Fire Department.

The foregoing resolution was duly passed and adopted by the Board of Directors of the San Miguel Community Services District, at a regular meeting thereof, held on the 18th day of January 2018, by the following vote:

AYES:

Signature, Board President

NAYS:

John Green, Board President

ABSENT:

Printed Name and Title

Signature, Interim General Manager

Rob Roberson, Interim General Manager
Printed Name and Title

-----**CERTIFICATION OF RESOLUTION**-----

ATTEST:

I Tamara Parent, Clerk of the San Miguel Community Services District, County of San Luis Obispo California do hereby certify that this is a true and correct copy of the original Resolution Number 2018-01.

WITNESS MY HAND OR THE SEAL OF THE _____, on this _____ day of _____, _____.

**OFFICIAL SEAL
OR NOTARY CERTIFICATON**

Signature

Title and Name of Local Agency

**VOLUNTEER FIRE ASSISTANCE PROGRAM
AGREEMENT
PAGE 1 OF 6**

DEPARTMENT OF FORESTRY AND FIRE PROTECTION

STATE OF CALIFORNIA
Natural Resources Agency

Agreement for the Volunteer Fire Assistance Program of the
Cooperative Forestry Assistance Act of 1978

THIS AGREEMENT, made and entered into **ON THE LAST SIGNATORY DATE ON PAGE 6**, by and between the STATE of California, acting through the Director of the Department of Forestry and Fire Protection hereinafter called "STATE", and _____

_____ hereinafter called "LOCAL AGENCY", covenants as follows:

RECITALS:

1. STATE has been approved as an agent of the United States Department of Agriculture, (USDA), Forest Service for the purpose of administering the Cooperative Forestry Assistance Act (CFAA) of 1978 (PL 95-313, United States Code, Title 16, Chapter 41, Section 2010 et seq., Volunteer Fire Assistance Program), hereinafter referred to as "VFA", and
2. The VFA has made funds available to STATE for redistribution, under certain terms and conditions, to LOCAL AGENCY to assist LOCAL AGENCY to upgrade its fire protection capability, and
3. LOCAL AGENCY desires to participate in said VFA.

NOW THEREFORE, it is mutually agreed between the parties as follows:

4. **APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. LOCAL AGENCY may not commence performance until such approval has been obtained.**
5. **TIMELINESS: Time is of the essence in this Agreement.**
6. **FORFEITURE OF AWARD: LOCAL AGENCY must return this Agreement and required resolution properly signed and executed to STATE at the address specified in paragraph 11, with a postmark no later than December 1, 2017 or LOCAL AGENCY will forfeit the funds.**
7. **GRANT AND BUDGET CONTIGENCY CLAUSE: It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.**

**VOLUNTEER FIRE ASSISTANCE PROGRAM
AGREEMENT
PAGE 2 OF 6**

This **Agreement** is valid and enforceable only if sufficient funds are made available to the STATE by the United States Government for the State Fiscal Year 2017 for the purpose of this program. In addition, this **Agreement** is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this **Agreement** in any manner.

The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this **Agreement** shall be amended to reflect any reduction in funds.

The STATE has the option to invalidate the **Agreement** under the 30-day cancellation clause or to amend the **Agreement** to reflect any reduction in funds.

8. **REIMBURSEMENT:** STATE will reimburse LOCAL AGENCY, from funds made available to STATE by the Federal Government, an amount not to exceed **\$18,000.00** on a 50/50 matching funds basis, for the performance of specific projects and/or purchase of specific items identified in Exhibit(s) A, Application for Funding, attached hereto. **Reimbursement will be only for those projects accomplished and/or items purchased between THE LAST SIGNATORY DATE ON PAGE 6 and JUNE 30, 2018.** This sum is the sole and maximum payment that STATE will make pursuant to this Agreement. **LOCAL AGENCY must bill STATE at the address specified in paragraph 11, with a postmark no later than September 1, 2018 in order to receive the funds.** The bill submitted by LOCAL AGENCY must clearly delineate the projects performed and/or items purchased. A vendor's invoice or proof of payment to vendor(s) must be included for items purchased.

9. **LIMITATIONS:** Expenditure of the funds distributed by STATE herein is subject to the same limitations as placed by the VFA, upon expenditure of United States Government Funds. Pursuant to Title 7 of the Code of Federal Regulations, Section 3016.32 subject to the obligations and conditions set forth in that section; title to any equipment and supplies acquired under this **Agreement** vests with the LOCAL AGENCY. For any equipment items over \$5,000, the federal government may retain a vested interest in accordance with paragraph 16 below.

10. **MATCHING FUNDS:** Any and all funds paid to LOCAL AGENCY under the terms of this **Agreement**, hereinafter referred to as "VFA Funds", shall be matched by LOCAL AGENCY on a dollar-for-dollar basis, for each project listed on attachment(s) hereto identified as "Exhibit(s) A". No amount of unpaid "contributed" or "volunteer" labor or services shall be used or consigned in calculating the matching amount "actually spent" by LOCAL AGENCY. LOCAL AGENCY shall not use VFA Funds as matching funds for other federal grants, including Department of Interior (USDI) Rural Fire Assistance grants, nor use funds from other federal grants, including USDI Rural Fire Assistance grants, as matching funds for VFA Funds. **ADDRESSES:** The mailing addresses of the parties hereto, for all notices, billings, payments, repayments, or any other activity under the terms of the Agreement, are:

**VOLUNTEER FIRE ASSISTANCE PROGRAM
AGREEMENT
PAGE 3 OF 6**

LOCAL AGENCY: _____

 Attention: _____
 Telephone Number(s): _____
 FAX Number: _____
 E-mail _____

STATE: **Department of Forestry and Fire Protection**
Grants Management Unit, Attn: Megan Esfandiary
P. O. Box 944246
Sacramento, California 94244-2460
PHONE: (916) 653-3649
FAX (916) 653-8957

12. PURPOSE: Any project to be funded hereunder must be intended to specifically assist LOCAL AGENCY to organize, train, and/or equip local firefighting forces in the aforementioned rural area and community to prevent or suppress fires which threaten life, resources, and/or improvements within the area of operation of LOCAL AGENCY.
13. COMBINING: In the event funds are paid for two or more separate, but closely related projects, the 50/50 cost-sharing formula will be applied to the total cost of such combined projects.
14. OVERRUNS: In the event that the total cost of a funded project exceeds the estimate of costs upon which this Agreement is made, LOCAL AGENCY may request additional funds to cover the **Agreement** share of the amount exceeded. However, there is no assurance that any such funds are, or may be, available for reimbursement. Any increase in funding will require an amendment.
15. UNDERRUNS: In the event that the total cost of a funded project is less than the estimate of costs upon which this **Agreement** is made, LOCAL AGENCY may request that additional eligible projects/items be approved by STATE for **Agreement** funding. However, there is no assurance that any such approval will be funded. Approval of additional projects/items, not listed on the Exhibit A application, made by STATE, will be in writing and will require an amendment.
16. FEDERAL INTEREST IN EQUIPMENT: The Federal Government has a vested interest in any item purchased with VFA funding in excess of \$5,000 regardless of the length of this **Agreement**, until such time as the fair market value is less than \$5,000. The VFA percentage used to purchase the equipment will be applied to the sale price and recovered for the Government during the sale. This percentage will remain the same even following depreciation. The Federal Government may not have to be reimbursed if the disposal sale amounts to a fair market value of less than \$5,000. LOCAL AGENCY will notify STATE of the disposal of such items.

**VOLUNTEER FIRE ASSISTANCE PROGRAM
AGREEMENT
PAGE 4 OF 6**

17. **EQUIPMENT INVENTORY**: Any single item purchased in excess of \$5,000 will be assigned a VFA Property Number by the STATE. LOCAL AGENCY shall forward a copy of the purchase documents listing the item, brand, model, serial number, any LOCAL AGENCY property number assigned, and a LOCAL AGENCY contact and return address to STATE at the address specified in paragraph 11. The STATE will advise the LOCAL AGENCY contact of the VFA Property Number assigned.
18. **AUDIT**: LOCAL AGENCY agrees that the STATE, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this **Agreement**. LOCAL AGENCY agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. LOCAL AGENCY agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, LOCAL AGENCY agrees to include a similar right of the State of California to audit records and interview staff in any subcontract related to performance of this **Agreement**. (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).
19. **DISPUTES**: In the event of any dispute over qualifying matching expenditures of LOCAL AGENCY, the dispute will be decided by STATE and its decision shall be final and binding.
20. **INDEMNIFICATION**: LOCAL AGENCY agrees to indemnify, defend, and save harmless, the STATE, its officers, agents, and employees, from any and all claims and losses, accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this **Agreement**, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by LOCAL AGENCY in the performance of this **Agreement**.
21. **DRUG-FREE WORKPLACE REQUIREMENTS**: LOCAL AGENCY will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;

**VOLUNTEER FIRE ASSISTANCE PROGRAM
AGREEMENT
PAGE 5 OF 6**

- 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed **Agreement** will:
- 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the **Agreement**.

Failure to comply with these requirements may result in suspension of payments under the **Agreement** or termination of the **Agreement** or both and LOCAL AGENCY may be ineligible for funding of any future State **Agreement** if the department determines that any of the following has occurred: (1) the LOCAL AGENCY has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

- 22. **TERM: The term of the Agreement SHALL COMMENCE ON THE LAST SIGNATORY DATE ON PAGE 6 and continue through June 30, 2018.**
- 23. **TERMINATION:** This **Agreement** may be terminated by either party giving 30 days written notice to the other party or provisions herein amended upon mutual consent of the parties hereto.
- 24. **AMENDMENTS:** No amendment or variation of the terms of this **Agreement** shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or **Agreement** not incorporated in the **Agreement** is binding on any of the parties.
- 25. **INDEPENDENT CONTRACTOR:** LOCAL AGENCY, and the agents and employees of LOCAL AGENCY, in the performance of this **Agreement**, shall act in an independent capacity and not as officers or employees or agents of the STATE or the Federal Government.

**VOLUNTEER FIRE ASSISTANCE PROGRAM
AGREEMENT
PAGE 6 OF 6**

IN WITNESS WHEREOF, the parties have executed this **Agreement** as of the last signatory date below.

STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY
AND FIRE PROTECTION

LOCAL AGENCY

By: _____
Signature

By: _____
*Signature

Dan Sendek
Printed Name

Printed Name

Staff Chief
Title
Cooperative Fire Programs

**Title

Last Signatory Date

***Date

*Ensure that the officer signing here for LOCAL AGENCY IS THE SAME Officer authorized in the Resolution to execute this **Agreement**.
Ensure that the title entered here IS THE SAME title used in the Resolution for the Officer who is executing this **Agreement.
***Ensure that the date LOCAL AGENCY signs IS THE SAME DATE as the Resolution date OR LATER.

FOR STATE USE ONLY

AMOUNT ENCUMBERED BY THIS DOCUMENT \$18,000.00	PROGRAM/CATEGORY (CODE AND TITLE) Support			FUND TITLE Federal
	(OPTIONAL USE) Vendor #			
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$0	ITEM 3540-001-0001	CHAPTER 14	STATUTE 2017	FISCAL YEAR 17/18
TOTAL AMOUNT ENCUMBERED TO DATE \$18,000.00	OBJECT OF EXPENDITURE (CODE AND TITLE) 17-9214-418.99-92692			
<i>I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.</i>			T.B.A. NO.	B.R. NO.
SIGNATURE OF CDF ACCOUNTING OFFICER X			DATE	

**Department of General Services
Use Only**

DGS APPROVAL NOT
REQUIRED PER SAM 1215

CONTRACTOR

STATE AGENCY

DEPT. OF GEN. SER.

CONTROLLER



San Miguel Community Services District

Board of Directors Staff Report

January 18, 2018

AGENDA ITEM: XI-1

SUBJECT: Review and Approve **Resolution No. 2018-02** Amending Chapter 2: Board—General Powers and Responsibilities and Chapter 4: District Finances, of the San Miguel Community Services District Board Members’ Handbook.

STAFF RECOMMENDATION:

Approve **Resolution No. 2018-02** Amending Chapter 2: Board—General Powers and Responsibilities, and Chapter 4: District Finances, of the San Miguel Community Services District Board Members’ Handbook.

Background:

On September 22, 2017, the San Miguel Community Services District (“District”) Board of Directors (“Board”) adopted a Board Member Handbook (“Handbook”) for members of the Board and other District officials. The Handbook serves as a reference on adopted practices and procedures pertaining to Board meetings, committee meetings, Board powers and responsibilities, expected behavior and decorum, ethical duties, and other matters.

Recently, there has been concern with Board members arriving late, leaving early, or not attending Board meetings at all. As such, the Board desires to memorialize a clear policy regarding when a Board member’s absence from a meeting is excused or unexcused. The amendments make clear that the Board will vote to determine whether a late arrival, early departure, or an absence from a meeting is excused or unexcused.

The amendments also state that at each Board meeting, Board members will be expected to sign in at the beginning of the Board meeting, during “Call to Order” of open session, and at the end of the Board meeting, during “Board Comments.”

Additionally, the amendments to the Handbook issue a penalty for Board members who have two (2) unexcused late arrivals, early departures, or departures from the middle of a meeting for more
{CW051481.2}

than thirty (30) minutes. The penalty will be the forfeiture of that Board member's stipend for the remainder of that fiscal year. Additionally, if a Board member leaves early from a meeting, is late to a meeting, or leaves the middle of the meeting for more than thirty (30) minutes without an excused reason, as determined by the Board, will forfeit his or her stipend for that meeting.

Fiscal Impact:

Adopting the amendments to Chapter 2 and Chapter 4 of the Handbook will be minimal if the penalties are applied (i.e., forfeiture of stipend).

Staff Recommendation:

Approve **Resolution No. 2018-__** amending Chapter 2: Board—General Powers and Responsibilities and Chapter 4: District Finances, of the San Miguel Community Services District Handbook.

PREPARED BY:

Douglas L. White, District General Counsel

Attachments:

Chapter 2: Board—General Powers and Responsibilities and Chapter 4: District Finances, of the San Miguel Community Services Handbook.¹
Resolution

¹ A copy of the full Board District Handbook can be found at the District Offices.

Chapter 2: Board—General Powers and Responsibilities

A. Board Authority

The Board is the unit of authority within the District. Board members have no individual authority. As individuals, Board members may not commit the District to any policy, act, or expenditure. Board members do not represent any fractional segment of the community, but are part of the body, which represents and acts for the District as a whole. Routine matters concerning the operational aspects of the District are to be delegated to professional District staff members.

B. Board Functions

The Board is the legislative body of the District; its members are the community's decision makers. Power is centralized in the elected Board collectively and not in an individual Board member. The Board approves the budget and determines the public services to be provided and the taxes, fees, and assessments to pay for these public services. It focuses on the District's mission to provide fire protection, wastewater, water, lighting, and solid waste collection. The Board appoints a professional General Manager to carry out the administrative responsibilities of the District.

C. Board President and Vice-President Functions

1. President

The President is to preside at all meetings of the Board and perform such other duties consistent with the office as may be imposed by the Board. At Board meetings, the President assists the Board in focusing on the agenda, discussions, and deliberations. The President does not possess any power of veto. As presiding officer of the Board, the President is to faithfully communicate the will of the Board majority in matters of policy. The President is also recognized as the official head of the District for all ceremonial purposes. The President shall be selected by the Board annually in December.

2. Vice-President

The Vice-President shall perform the duties of the President during the President's absence or disability. The Vice-President shall serve in this capacity at the pleasure of the Board.

D. Attendance Requirements

Each Board member shall attend all meetings of the Board, unless he or she has an excused absence. For the purpose of this Chapter, an "Absence" includes failure to arrive during "Roll Call", leaving prior to "Adjournment", departure from a Board meeting for more than thirty (30) minutes, or failure to attend an entire Board meeting.

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An excused absence may include;

- a. Illness of the member, illness or death of a member's spouse, domestic partner, parent, child, sibling, or dependent; or
 - b. Board-related business; or
 - c. Personal leave (limited to one per fiscal year); or
 - d. Emergency; or
 - e. Required military service; or
 - f. Maternity or paternity leave; or
- a-g. Board consensus excusing such an absence.

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A Board Member who has three (3) unexcused Absences for a period of three (3) consecutive months will result in a vacancy of his or her seat on the Board.¹

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1. Consent Calendar: At every Board meeting, the Board will vote to determine whether an Absence, as defined above, from a meeting will be deemed "excused." Absences of a prior meeting will be considered during the Consent Calendar of the following meeting, unless a Board member requests that the item be removed in order to further discuss it.

2. Required Sign-In Sheets. In order to receive his or her monthly stipend, Board members will be required to sign-in on two separate occasions at each Board meeting.

The first sign-in sheet will be circulated at the "Call to Order" agenda item of the open session of the Board meeting. The second sign-in sheet will be circulated during the "Board Comments" agenda item of the Board meeting.

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E. Appointment of General Manager and District Counsel

The Board appoints two (2) positions within the District organization: General Manager and District Counsel. Both positions serve at the will of the Board.

1. General Manager

Is an employee of the District and has an employment agreement which specifies terms of employment, including an annual evaluation by the Board. The General Manager shall be the administrative head of the District under the direction of the Board. He or she shall be responsible for the efficient administration of all the affairs of the District, which are under the General Manager's control. The General Manager shall also be responsible for the duties outlined in the Government Code.²

2. District Counsel

District Counsel services will be provided by contract. The District Counsel attends all Board meetings, as well as other meetings at the request of the Board as deemed necessary. The District Counsel is appointed and serves at the pleasure of the Board.

F. Role in Emergency

The Board has some extraordinary powers for the protection of persons and property within the District in the event of an emergency. The District is currently in the process of drafting an "Emergency Operations Plan" by and which the role of Board members and District staff will be explained.

G. Standing Committees

Currently the Board does not have any standing committees or advisory groups. In the event the Board elects to reestablish committees or advisory groups in the future, the Handbook will be revised to reflect the general powers and responsibilities for each committee or advisory group.

Chapter 4: District Finances

A. Board Member Compensation

Pursuant to Government Code section 61047, Board members are authorized to receive up to One Hundred Dollars (\$100.00) a month for attendance at regular Board meetings, limited to six (6) days in one (1) month, and all other expenses incurred.

Board members may waive their stipends as provided by state law³, however, they may not elect to assign their salary to any person or entity, including a charitable organization.

Forfeiture of Stipend. A Board member will not be eligible for a stipend for the relevant Board meeting if he or she fails to arrive for "Roll Call", leaves prior to "Adjournment", leaves for a period of more than thirty (30) in the middle of that Board meeting, or fails to attend the entire Board meeting, without a Board-approved excused absence.

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Two unexcused Absences will result in a forfeiture of the Board member's stipend for the remainder of the fiscal year.

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B. Expenditure Allowance

The annual District budget may include an expenditure allowance for expenses necessary for members to undertake official District business. Eligible expenses include travel expenses, including meals for Board members, and mileage reimbursement, which are made for District business.⁴ Donations to organizations are not eligible, nor are meals, for individuals other than Board members.

C. Expenditure Guidelines

Any expense must be related to District affairs.⁵ Public property and funds may not be used for any private or personal purpose. For example, reimbursement is not allowed to pay for meals at a meeting to discuss political or campaign strategies. It is also inappropriate for District funds to pay for a meal or other expenses of a private citizen or spouse attending a meeting.

District budgetary practices and accounting controls apply to expenditures within the District budget. Board members should plan expenditures which will allow them to remain within the annual allocation. When exceptional circumstances require that additional amounts be allocated, the request must be made to the General Manager, and Board action may be necessary. Reimbursement requests should be made through the General Manager's office, with receipts. Expenditure records are public information.

Appendix B

Referenced Code Citations

¹ [Gov. Code, § 1770, subd. \(g\).](#)

² Gov. Code, § 61051.

³ Gov. Code, § 61047.

⁴ Gov. Code, § 53232.2

⁵ *Ibid.*

RESOLUTION NO. 2018-02

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SAN MIGUEL COMMUNITY SERVICES DISTRICT AMENDING CHAPTER 2,
BOARD—GENERAL POWERS AND RESPONSIBILITIES AND CHAPTER 4,
DISTRICT FINANCES, OF THE SAN MIGUEL COMMUNITY SERVICES DISTRICT
BOARD MEMBERS' HANDBOOK**

WHEREAS, on September 22, 2017, the San Miguel Community Services District (“District”) Board of Directors (“Board”) adopted a handbook for members of the Board and other District officials (“Handbook”); and

WHEREAS, the Handbook serves as a reference on adopted practices and procedures pertaining to Board meetings, committee meetings, Board powers and responsibilities, expected behavior and decorum, ethical duties, and other matters; and

WHEREAS, the Board desires to amend Chapter 2, Board—General Powers and Responsibilities and Chapter 4, District Finances, of the Handbook to include attendance policies and penalties for failure to arrive to Board meetings on time, leave early from Board meetings, or failure to attend Board meetings.

NOW THEREFORE, BE IT RESOLVED, the Board does, hereby, amends Chapter 2: Board—General Powers and Responsibilities and Chapter 4: District Finances, of the San Miguel Community Services District Board Members’ Handbook attached hereto and incorporated as Exhibit A.

On the motion of Director _____, seconded by Director _____ and _____ on the following roll call vote, to wit:

- AYES:**
- NOES:**
- ABSENT:**
- ABSTAINING:**

the foregoing Resolution is hereby passed and adopted this 18th day of January, 2018.

John Green, President
Board of Directors

ATTEST:

APPROVED AS TO FORM:

Rob Roberson, Interim General Manager

Doug White, District General Counsel