



AGENDA
Fairview Fire Protection District Regular Board Meeting
Monday, March 27, 7:00 P.M.
FIRE STATION 8
25862 FIVE CANYONS PARKWAY, CASTRO VALLEY, CA 94552



.PUBLIC PARTICIPATION FOR ONLINE OBSERVERS

Fairview Fire Protection District encourages public participation by online observers of its meetings, including in any of the following ways.

OBSERVE:

- To observe the meeting by video conference, at the noticed meeting time in the header above, please click on this link, or input the link into your web browser's URL bar:

<https://us06web.zoom.us/j/84596323223>

Zoom's instructions on how to join a meeting by video conference are available at: <https://support.zoom.us/hc/en-us/articles/201362193>, which is a webpage address that provides a tutorial video entitled "Joining a Meeting."

- To listen to the meeting by phone, please call one of the numbers below at the noticed meeting time:

Dial (for higher quality, dial a number based on your current location):

+1 253 215 8782 or +1 346 248 7799
or +1 720 707 2699 or +1 301 715 8592
or +1 312 626 6799 or +1 646 558 8656

For each number, please be patient and when requested, dial the following Webinar ID: 845 9632 3223

After calling any of these phone numbers, if you are asked for a participant ID or code, press the pound (#) key.

Zoom's instructions on how to join a meeting by phone are available at: <https://support.zoom.us/hc/en-us/articles/201362663>, which is a webpage address that provides written tutorial instructions entitled "Joining a Meeting By Phone."

PROVIDE PUBLIC COMMENT VIA TELECONFERENCE: There are three ways for online observers to make public comment within the time allotted for public comment on an eligible Agenda item.

- Comment in advance via email. To send your comment directly to the Board and staff BEFORE the meeting starts, please send your comment, along with your full name and agenda item number you are commenting on, to Michael Preston at mike.preston@fairviewfiredistrict.org. Please note that submissions close twenty-four (24) hours before posted meeting time. All submitted public comments will be provided to the Directors prior to the meeting, and the District will momentarily confirm during the meeting itself receipt of any timely email comments.

- By Video Conference. To comment by Zoom video conference, click the "Raise Your Hand" button to request to speak when Public Comment is being taken on an eligible agenda item at the beginning of the meeting. You will then be unmuted, during your turn, and allowed to participate in public comment. After the allotted time, you will then be re-muted. Instructions on how to "Raise Your Hand" are available at: <https://support.zoom.us/hc/en-us/articles/205566129>, which is a webpage entitled "Raise Hand In Webinar."

- By Phone. To comment by phone, please call on one of the above listed phone numbers. You will be prompted to "Raise Your Hand" by pressing STAR-NINE ("*9") to request to speak when Public Comment is being taken on an eligible agenda item at the beginning of the meeting. Once it is your turn, you will be unmuted and allowed to comment. After the allotted time, you will be re-muted. Instructions of how to raise your hand by phone are available at: <https://support.zoom.us/hc/en-us/articles/201362663>, which is a webpage entitled "Joining a Meeting by Phone."



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If you have any questions about these protocols, please e-mail Michael Preston, at mike.preston@fairviewfiredistrict.org.

1. **CALL TO ORDER AND PLEDGE OF ALLEGIANCE**
2. **ROLL CALL: DIRECTORS DIMIC, CHOI, CLARK, JUSTICE, & McDANIEL**
3. **WELCOME:** If you wish to speak on an item which appears on this agenda, the President will call your name when your agenda item is being considered. Please state your name and address for the record. Each speaker is allowed three (3) minutes.
4. **PUBLIC COMMENT PERIOD** (The Public Comments Period provides an opportunity for citizens to address the Board on items not listed on the agenda. The Board welcomes your comments under this section but is prohibited by State law from discussing items not on the agenda.)
5. **MESSAGE FROM THE PRESIDENT** **INFO**
6. **CERTIFICATE OF TRANSPARENCY PRESENTATION** - Special Districts Leadership Foundation. The District has successfully met all the requirements for Transparency in Government and will receive that recognition from a SDLF representative, Colleen Haley, CSDA Field Coordinator **INFO**
7. **FIRE CHIEF'S REPORT** **INFO/ACTION**
Incident Response Statistics - January/February 2023
Fire Prevention Activity - January/February 2023
Vegetation Management Update
8. **FFPD FINANCIAL UPDATE** **INFO/ACTION**
Cash Balance Report – January 2023
Accountant's Report – January/February 2023
Expenditure Report
9. **MEETING POLICY 104.3 UPDATE TO ADDRESS HYBRID MEETINGS** **INFO/ACTION**

BREAK
10. **SPECIAL DISTRICT SEAT ON ALAMEDA COUNTY LAFCO.** **INFO/ACTION**
There is a Special Districts representative seat open on the LAFCo Commission. The Board needs to consider if they wish to nominate a member to run for the seat. The Board also needs to appoint a member



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to represent the district in voting for this seat at the May 10 meeting to cast the District's vote.

- | | |
|--|--------------------|
| 11. CONSOLIDATION OF FASIS WORKERS COMPENSATION PROVIDER WITH FDAC-EBA - Resulting in New Name and JPA Agreement | INFO/ACTION |
|
 | |
| 12. GENERAL MANAGER REPORT <ul style="list-style-type: none">• FS8 Solar Inverter Update• AEP Signage Update• Director Handbook Update• Consider Open House Date• Consider Ethics Training Date• Termite work at OFS8• 2023 Statement 700 Forms | INFO/ACTION |
|
 | |
| 13. BOARD MOTIONS AND APPROVALS
Regular Meeting Minutes – January 30, 2023 | INFO/ACTION |
|
 | |
| 14. MEETING ACTIONS ITEMS SUMMARY | INFO/ACTION |
|
 | |
| 15. COMMENTS BY BOARD MEMBERS | |
|
 | |
| 16. AGENDA ITEMS FOR NEXT BOARD MEETING | |

ADJOURNMENT

In compliance with the Americans with Disabilities Act, for those requiring special assistance to access the videoconference meeting, to access written documents being discussed at the Board meeting, or to otherwise participate at Board meetings, please contact the General Manager, Michael Preston at (510) 583-4930 for assistance. Notification at least 48 hours before the meeting will enable the District to make reasonable arrangements to ensure accessibility to the Board meeting and to provide any required accommodations, auxiliary aids or services.

5. MESSAGE FROM THE PRESIDENT

6. CERTIFICATE OF TRANSPARENCY PRESENTATION

7. FIRE CHIEF'S REPORT

INFO/ACTION



Response Time Report March 27, 2023

January/February	
Average Response Time	Eng. 8 – 3 min 34 sec. Eng. 9 – 3 min 30 sec.
5 min 50 sec or less	90% (141/156)
ERF less than 8 min	100% (2/2)

➤ **ERF = Effective Response Force**



March 17, 2023

To: Garrett Contreras, Fire Chief
Through: Eric Vollmer, Deputy Fire Chief
Scott Anderson, Deputy Fire Chief
From: Miles Massone, Fire Marshal

Re: FFPD Fire Prevention Activity (January-February 2023, Bi-Monthly Report)

During the past two months, the Office of the Fire Marshal has been involved in the following activity in the Fairview Fire Protection District:

Performed (9) Fire Inspections (Annual/Fire Protection/Building)

- 25621 Camino Vis Annual Inspection
- 2241 Fernwood Ct Annual Inspection
- 25862 Five Canyons Pkwy Annual Inspection
- 2500 Hansen Rd Annual Inspection
- 2714 Kelly St Annual Inspection
- 24631 Patricia Ct Annual Inspection
- 2931 Pickford Wy Annual Inspection
- 24912 Second St Annual Inspection
- 22502 Woodroe Annual Inspection

Reviewed (2) Referrals for Future Construction/Development

- Fairview Ave Construction of 6000 sq. ft. SFR and barn
- 23197 Maud Ave Tentative Parcel Map; lot split to create 2 parcels

Performed (5) New Construction Plan Checks for Single Family Residences/Additions

- 3800 Amyx Ct Addition to SFR
- 3850 Arbutus Ct Construction of horse pen and riding area
- 2972 D St New attached JADU and detached ADU
- 3291 D St Addition to SFR
- 2933 East Ave Legalize existing ADU

Performed (0) Fire Sprinkler/Alarm/Underground Line Plan Checks

Performed (0) Vegetation Management Complaint Inspections

Respectfully,
Miles Massone
Fire Marshal

8. FFPD FINANCIAL UPDATE

INFO/ACTION

PeopleSoft
 CASH BALANCES BY FUND

Report ID: FXGLA301
 Fiscal Year 2023
 Accounting Period 7 thru 7 --- Fund(s) Requested: All
 Fund: 43300 Fairview Fire District

<u>Journal Date</u>	<u>Journal ID</u>	<u>Jrnl Line Description</u>	<u>Beginning Balance</u>	<u>Receipts</u>	<u>Disbursements</u>	<u>Apportionment</u>	<u>Interfund Transfers</u>	<u>Ending Balance</u>
2023-01-03	0000955330	Cash in Treasury				-952.12		8,650,237.98
2023-01-03	0000955331	Cash in Treasury				134.02		8,650,372.00
2023-01-03	0000955482	Cash in Treasury				405.62		8,650,777.62
2023-01-03	0000955483	Cash in Treasury				16,507.40		8,667,285.02
2023-01-03	0000955484	Cash in Treasury				15.35		8,667,300.37
2023-01-04	0000956014	Cash in Treasury				274.49		8,667,574.86
2023-01-04	0000956017	Cash in Treasury				-255.31		8,667,319.55
2023-01-04	0000956018	Cash in Treasury				50.78		8,667,370.33
2023-01-09	0000955836	Cash in Treasury				557.16		8,667,927.49
2023-01-09	0000955837	Cash in Treasury				23,460.39		8,691,387.88
2023-01-20	0000956471	Cash in Treasury					-45.44	8,691,342.44
2023-01-20	0000956472	Cash in Treasury					-3,328.31	8,688,014.13
2023-01-24	APP0956328						-3,582.81	8,684,431.32
2023-01-25	APP0956483						-869.48	8,683,561.84
Totals for Fund 43300			8,651,190.10	0.00	0.00	40,197.78	-7,826.04	8,683,561.84

FAIRVIEW FIRE PROTECTION DISTRICT

ACCOUNTANTS REPORT

JANUARY 2023

#	PAYEE	DESCRIPTION	AMOUNT
22-072	Pacific Gas&Electric (11/19-12/19) <i>Bill amount \$4,976.51</i>	24200 Fairview:Electric Delivery & Generation-\$72.14;Gas-\$8.93 25862 Five Cny's:Electric Delivery&Genert'n \$954.05;Gas-\$1499.47	\$ 2,534.59
22-073	US Bank 01/06/2023 stmt.	Zoom 12/13/22-1/12/23 Standard Pro & Webinar svc:\$73.83; Google-Gsuite 12/31/2022: \$36.00	\$ 109.83
22-074	Concise Bookkeeping	Bookkeeping services:Dec 2022	\$ 869.48
22-075	Richard DiTiberio	Landscape maintenance: Station #8 - Five Canyons - Nov. 2022	\$ 400.00
22-076	Richard DiTiberio	Landscape maintenance: Station #8 - Five Canyons - Dec.. 2022	\$ 400.00
22-077	EBMUD #89626975356	24200 Fairview Ave Svc: 11/07/2022-1/11/2023 - \$138.39	\$ 138.39

Expenditures - Page 1 Sub Total	\$ 4,452.29
Expenditures from Page 2 Sub Total	-
TOTAL EXPENDITURES	\$ 4,452.29

RECEIPTS FROM

DESCRIPTION

TOTAL RECEIPTS -

SUMMARY

Directors Fees	\$ -
Total Bills	\$ (4,452.29)
Total Receipts	-
	\$ (4,452.29)

Submitted for approval by:

Barbara Charnley, Concise Bookkeeping
2/15/2023

FAIRVIEW FIRE PROTECTION DISTRICT

ACCOUNTANTS REPORT

JANUARY 2023

#	PAYEE	DESCRIPTION	AMOUNT
<hr/>			
	Expenditures Continued -		

EXPENDITURES - page 2 \$ -

FAIRVIEW FIRE PROTECTION DISTRICT

ACCOUNTANTS REPORT

FEBRUARY 2023

#	PAYEE	DESCRIPTION	AMOUNT
22-078	Bay Area News Group - East Bay	Classified Ad:11/11/2022: FFPD 11/14/22 Regular Meeting \$51.66 Classified Ad:12/09/2022-FFPD 12/12/22 Special Meeting \$51.66 Classified Ad:1/06/2023-FFPD 1/09/23 Special Meeting \$51.66 Classified Ad:1/27/2023-FFPD 1/30/23 Special Meeting \$99.06	\$ 254.04
22-079	Pacific Gas & Electric (12/20/22-1/20/23) Bill amount \$1,364.07	24200 Fairview:Electric Delivery & Generation-\$121.54;Gas-\$8.93 25862 Five Cny's:Electric Delivery&Genert'n \$0.00;Gas-\$1233.60	\$ 1,364.07
22-085	US Bank 2/06/2023 stmt.	Zoom 1/13-2/12/23 Standard Pro & Webinar svc; \$73.83 GoogleWorkspace 1/1-1/31/23 \$36.00	\$ 109.83
22-086	Pacific Printing	Evacuate Postcards - \$504.00; Mailing Svc - \$421.00 Postage \$1356.85; Tax \$47.25	\$ 2,329.10
22-087	Concise Bookkeeping	Bookkeeping services:Jan 2023	\$ 1,627.36
22-088	Alameda County Chapter-CSDA	Annual Dinner Meeting for Board of Directors (6 @ \$49.00 ea.)	\$294.00

22-080	Robert Clark	Directors fee: Regular Meeting 1/30/2023	100.00
22-081	Michael Justice	Directors fee: Regular Meeting 1/30/2023	100.00
22-082	Mark McDaniel	Directors fee: Regular Meeting 1/30/2023	100.00
22-083	Sarah Choi	Directors fee: Regular Meeting 1/30/2023	100.00
22-084	Melissa Dimic	Directors fee: Regular Meeting 1/30/2023	100.00

Expenditures - Page 1 Sub Total	\$ 6,478.40
Expenditures from Page 2 Sub Total	\$ -
TOTAL EXPENDITURES	\$ 6,478.40

RECEIPTS FROM

DESCRIPTION

TOTAL RECEIPTS \$ -

SUMMARY

Directors Fees	\$ (500.00)
Total Bills	(5,978.40)
Total Receipts	\$ -
	<u>\$ (6,478.40)</u>

Submitted for approval by:

Barbara Charnley, Concise Bookkeeping
3/20/2023

Operating Budget - Expenditures	FY 22/23 Adopted Final Budget	Year to Date to 03/21/23	% to Date
Director Fees and Expenses			
Director Fees for Board Attendance	7,000	3,100	44%
Director Expenses (i.e. mileage)	1,500	-	0%
Training for Board Members	5,000	-	0%
Supplies and Technology			
Office/Technology/Event Supplies	5,500	3,663	67%
Newsletter	3,600	-	0%
Website	2,500	375	15%
Memberships			
Alameda County Env Health (CUPA)	834	-	0%
Cal Special Dist Assoc (Local Chapter)	100	-	0%
Payment to LAFCO	700	395	56%
Administration Services			
General Manager Services	43,200	-	0%
Legal Counsel & Recording Secretary	43,200	10,080	23%
Publicity and Legal Notices	3,000	956	32%
Bookkeeping Services	9,000	10,676	119%
Annual Audit	12,000	10,815	90%
Insurance	12,000	13,936	116%
Lease Payment to County	15	-	0%
Workers Compensation Insurance	3,000	-	0%
Alameda County Tax Collection Fee	30,000	-	0%
Facilities Services			
Alarm Systems	4,000	2,379	59%
Janitorial	500	-	0%
Old Fire Station 8 Upkeep	5,000	-	0%
Utilities - East Bay MUD	1,000	689	69%
Utilities - PG&E	30,000	17,424	58%
Yard Service	4,800	2,800	58%
Fence Replacment (OFS8)		-	
Retainer for Solar Analysis		-	
Programs and Events			
Disaster Preparedness Program	10,000	2,329	23%
Chipping Program	15,000	15,000	100%
Firewise Projects/Residential Assistance	10,000	-	0%
Weed Abatement Courtesy Notice	4,000	-	0%
Red Flag Staffing	10,000	-	0%
District Election			
District Election	35,000	32,845	94%
Subtotal District Expenses	311,449	127,461	52%
Emergency Response Services	\$ 3,115,811	-	0%
Paramedic Services	346,201	-	0%
Subtotal Hayward Fire Contract	3,462,012	-	0%

Capital Commitment	FY 22/23 Adopted Final Budget	Year to Date to 03/21/23	% to Date
Apparatus Replacement	165,919	165,919	100%
Equipment Replacement	26,759	26,759	100%
Facility Capital Improvements	217,143	217,143	100%
Subtotal Capital Budget	409,821	409,821	100%
	FY 22/23 Adopted Final Budget	Year to Date to 03/21/23	% to Date
TOTAL OPERATING EXPENDITURES	4,183,282	537,282	14%
Revenues	FY 22/23 Adopted Final Budget	Year to Date to 03/21/23	
Property Tax	3,872,158	2,419,735	62%
Interest	74,291	15,147	20%
EMS (ALS)	28,485	15,896	56%
Other Revenue	-	-	
TOTAL REVENUES	3,974,934	2,450,779	63%
<i>ERAF Contribution = 21.89%</i>			

9. POLICY 104.3 UPDATE TO ADDRESS HYBRID MEETINGS

INFO/ACTION



FAIRVIEW

FIRE PROTECTION DISTRICT

POLICY

MEETINGS AND AGENDAS

NUMBER: 104.3

EFFECTIVE: 2023

PAGE 1 OF 6

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- I. **Purpose.** To provide guidance on meetings and agendas.
- II. **Policy.** It shall be the policy of the Fairview Fire Protection District (“District”) to organize District business in a transparent manner and to comply with California state law, including, for example, the Brown Act (Government Code Section 94950 *et seq.*). This will enable the Board of Directors (“Board”) to make informed decisions and constituents to easily access information used by the Board to deliberate.
- III. **Requirements.**
 - A. **Meetings**
 1. Regular Meetings
 - a. The regular meetings of the Board of Directors will generally be held on the last Monday of November, January, March, May, July, and September.
 - b. The Board will adopt its regular meeting calendar no later than January for each calendar year; adjustments may be made where the last Monday of a month falls on a holiday or during a holiday week.
 - c. At least 72 hours before each regular meeting, the Board or its designee shall post an agenda at one or more locations freely accessible to members of the public and on the District's website. The agenda shall contain a brief general description of each item of business to be transacted or discussed at the meeting, including items to be discussed in closed session.
 2. Special Meetings
 - a. A special meeting may be called at any time by the President, the presiding officer, or a majority of the members of the Board by delivering written notice of the date, time, and place to each member of the Board; by delivering to each newspaper of general circulation, radio station, or television station that has previously requested such notices in writing; and by posting the notice on the FFPD official website. The notice shall be delivered personally or by other means and shall be received at least 24 hours before the time of the meeting as specified in the notice. The call and notice shall be posted at least 24 hours prior to the special meeting in a location that is freely accessible to the public.

3. Emergency Meetings in Emergency Situations.
 - a. In case of an emergency situation involving matters upon which prompt action is absolutely necessary due to the disruption or threatened disruption of public facilities, the Board may hold an emergency meeting without complying with the 24 hours' notice or posting requirement. Closed sessions are permitted during an emergency meeting under Government Code § 54957 if agreed to by 2/3 vote of the members present.
 - b. News media who have requested notification for special or emergency sessions must be notified by telephone at least one hour in advance of an emergency meeting (except for "dire" emergencies), and all telephone numbers provided must be tried. If telephones are not working, the notice requirements are deemed waived, but news media who have made the prior written notification request must be notified as soon as possible of the meeting and any action taken.
4. Public Opportunity to Address the Board
 - a. The Board at all regular and special meetings shall provide an opportunity for members of the public to directly address the Board on any item of public interest not appearing on the agenda and before or during the consideration of the agenda items. The Board may adopt a reasonable policy limiting the total amount of time allocated to public testimony on issues or items for each speaker. Three (3) minutes is considered reasonable for individual speakers, and five (5) minutes for organizations or group representatives, unless otherwise designated by the Board.
 - b. "Speaker's Cards" shall be available on a table near the entrance to the Board meeting room. Any member of the public desiring to address the Board shall complete a Speaker's Card and turn it into the Recording Secretary or the District Secretary. The Recording Secretary or the District Secretary shall present the Speaker's Cards to the Board President. The Board President will announce the names from the Speaker's Cards. Those speaking in regard to a specific agenda item on the meeting agenda will be recognized by the Board President when the Board is considering that item. Those speaking with regard to issues that are not on the agenda will be recognized during "Public Comment Period."
5. Quorum
 - a. A quorum is established by law as a majority of the total membership of the District Board. The District Board, which has a total membership of five (5) members, requires three (3) members to conduct a meeting and requires three (3) votes in agreement to pass a motion, resolution or ordinance.
6. Communications/Gatherings
 - a. A majority of the Board shall not, outside of an authorized meeting as identified above, use a series of communications of any kind, directly or through intermediaries, to discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the Board. However, an employee or district official may engage in separate conversations with Board members in order to answer questions or provide information regarding an item within the subject matter jurisdiction of the Board, as long

as that employee or district official does not communicate the comments or position of any Board members to other Board members.

7. Meeting Procedures

- a. The proceedings of the Board shall be conducted in accordance with the provisions of Laws applicable thereto and generally accepted rules of order and parliamentary procedures as found in Roberts Rules of Order, except as otherwise expressly established by a majority of the total membership of the Board.

8. Meeting Attendance

- a. Each Board member shall be present at the hour set for each regular meeting and at the time set for any adjourned or special meeting. Any member not present when the roll of the Board is called shall be designated in the minutes as absent. If a Board member arrives after a meeting commences, the recording secretary shall note his or her arrival time in the minutes. Any Board member who misses three (3) consecutive meetings without prior notice to the President shall be declared vacated by the Board.
- b. If any member of the Board is unavailable to attend a meeting, the Board member shall notify the Board President prior to the meeting.

B. Election of Officers

1. At the regular meeting in January of each year, or whenever there is a change in order of the Board either by resignation or death, the Board shall elect a President, Vice President, Assistant Vice President, Secretary, and Treasurer.
2. The term of officers shall be for one year.
3. Upon the occurrence of a vacancy, the Board shall fill such vacancy in accordance with the laws.

C. Meeting Proceedings

1. The President, when present, shall preside over all meetings of the Board, shall take the chair at the hour appointed for every board meeting, and shall immediately call the members to order and proceed with the business of the Board. In the absence of the President, the Vice President shall assume all of these same duties. In the absence of both the President and Vice President, the Assistant Vice President shall assume the President's duties, including those identified below.
2. Powers and Duties of the Board President
 - a. *General Direction.* The President shall have general direction over the meeting and assign seats for the use of Board members and members of the staff, if required.
 - b. *Execute Contracts and Documents.* The President shall sign contracts, leases, and other official documents approved by the Board.
 - c. *Order and Decorum.* The President shall preserve order and decorum; prevent demonstrations or willful interruptions; and, in accordance with the law, order removal from the boardroom any person whose conduct is deemed disruptive; and order the meeting room cleared whenever deemed necessary.

- d. *Allocate Time for Public Comment.* The President shall allocate the total length of time for public comment on any matter in advance of such comments, provided the concurrence of the Board. As stated herein, allocating three (3) minutes for each public comment shall be deemed reasonable, absent more specific instruction by the Board.
 - e. *Other Powers.* The President shall exercise other powers as may be specified by formal Board action.
 - f. *Official Spokesperson.* Shall be the official spokesperson for the Board and the principal contact with outside legal counsel and the press.
3. Right to Public Participation; Exception for Disruption
- a. All demonstrations will be prohibited during meetings, including without limitation cheering, yelling, whistling, hand clapping, and foot stomping. In the event that any meeting is willfully disrupted by any person in attendance so as to render the orderly conduct of such meeting unfeasible, the President of the Board may issue a formal warning to that person or in the discretion of the President, order that person removed from the meeting.
 - b. In the event that any meeting is willfully disrupted by a person or any group of persons, so as to render the orderly conduct of such meeting unfeasible and so as to block the restoration of order without the removal of said person or group, the President of the Board may order the meeting room cleared and may continue in session. In the case of a cleared meeting, only matters appearing on the agenda may be considered by the Board for the remainder of the session.
 - c. Duly accredited representatives of the press and other news media, except those participating in the disturbance, shall be allowed to reenter and/or attend any cleared meeting.
 - d. Nothing in this section shall prohibit the Board from establishing a procedure for readmitting an individual or individuals not responsible for willfully disturbing the orderly conduct of the meeting cleared pursuant to this exception.

D. Agenda Organization

- 1. The business of each regular meeting of the Board shall be in the order as printed on the agenda or as directed by the President of the Board. Generally, this shall be as follows:
 - a. Call to Order.
 - b. Pledge Allegiance.
 - c. Roll Call.
 - d. Welcome by President.
 - e. Public Comment Period: Opportunity to Discuss Matters of Public Interest within District Jurisdiction Not on Agenda.
 - f. Fire Chief's Report.
 - g. Adoption of Preliminary Budget (when required).
 - h. Public Hearing on Preliminary Budget (when required).

- i. Adoption of Final Budget (when required).
 - j. Other Information or Action Items.
 - k. Accountant's Report.
 - l. Approval of Minutes.
 - m. Committee or Special Reports.
 - n. Correspondence.
 - o. Summary of meeting action items.
 - p. Comments by Members of the Board.
 - q. Proposed Items for Next Meeting Agenda.
 - r. Scheduling of Future Meeting.
 - s. Adjournment.
2. Reconsideration of Previous Vote
 - a. After a matter has been approved by the Board, that matter may be placed on the Board agenda for reconsideration only by a Board member who voted in favor of same, or by majority vote of the Board members.

IV. Hybrid Meetings. Consistent with Section 54953(f) of the California Government Code, Directors may only participate via teleconference without first publishing the place from which they plan to participate in the District's Brown Act agenda if a quorum of members of the Board participate in person in the same location and if the District is providing the legally required means by which the public may remotely hear, visually observe, and remotely address the Board. To satisfy such requirements, the District will ensure that during all such hybrid meetings of the Board, at least one of the following means of public access is available and in operation:

- A two-way audiovisual platform.
- A two-way telephonic service and a live webcasting of the meeting.

Any Director who intends to participate remotely, either due to "just cause" or with the District Board's approval of a request to participate remotely due to "emergency circumstances," shall promptly make arrangements with the General Manager to ensure doing so complies with Section 54953 of the California Government Code. The General Manager and any Director may consult Counsel to the District for support.

V. Responsibility. It shall be the responsibility of the Directors and the General Manager to conduct meetings and prepare agendas in compliance with this Policy.

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VI. Meeting Broadcasts When appropriate, the Governing Board may live broadcast the open session of its regular and special meetings to ensure online, simultaneous access to its meetings to community stakeholders not in attendance at the meetings. When appropriate, the Governing Board may also record such broadcasts and provide the footage online for a set period of time to ensure that any member of the public who missed the meeting can review the footage. After the District publishes any such footage of a Board meeting, the District shall maintain and not disable public access to the recorded footage for a time period no shorter than one year. The General Manager may delete the recorded footage after it has been publicly posted for one year.

Melissa Dimic
President of the Board of Directors,
Fairview Fire Protection District

Date: _____

BOARD OF DIRECTORS

MELISSA DIMIC
MARK MCDANIEL
BOB CLARK
MICHAEL JUSTICE
SARAH CHOI

GENERAL MANAGER:

MIKE PRESTON



FAIRVIEW

FIRE PROTECTION DISTRICT

25862 FIVE CANYONS PKWY
CASTRO VALLEY, CA 94552
(510) 583-4930

FIRE CHIEF

GARRETT CONTRERAS

WWW.FAIRVIEWFIREDISTRICT.ORG

FAIRVIEW FIRE PROTECTION DISTRICT
RESOLUTION: 2023-02

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE FAIRVIEW FIRE PROTECTION DISTRICT TO REVISE BOARD POLICY REGARDING MEETINGS AND AGENDAS

WHEREAS, the Governing Board of Directors of Fairview Fire Protection District (“FFPD”) (“Board”) has an existing District Board Policy Number 104.2, entitled “Meetings and Agendas” that sets forth the requirements for agendizing the Board’s meetings.

WHEREAS, the Board wishes to adopt certain amendments to the Policy to document its compliance with the new hybrid meeting rules codified by the State of California legislature with Assembly Bill 2449, adopted in 2022.

NOW THEREFORE BE IT RESOLVED that the Board of Directors of FFPD adopts the attached revisions to its Meetings and Agenda Policy, effective March 27, 2023.

BY ORDER OF THE BOARD OF DIRECTORS OF THE FAIRVIEW FIRE PROTECTION DISTRICT THE ABOVE ACTION WAS APPROVED AT THE FFPD BOARD OF DIRECTORS MEETING ON MARCH 27, 2023.

- Ayes:
- Noes:
- Absent:
- Abstaining:

Mark McDaniel
Secretary
Board of Directors
Fairview Fire Protection District

Melissa Dimic
President
Board of Directors
Fairview Fire Protection District

Date

BREAK

10. SPECIAL DISTRICT SEAT ON ALAMEDA COUNTY LAFCO

INFO/ACTION



LAFCO

Alameda Local Agency Formation Commission

February 6, 2023

Board Presidents
Independent Special District Selection Committee

SUBJECT: Notice of Regular Special District Seat on Alameda LAFCO

Dear Committee Members:

This letter serves as notice that the Special District Member Seat on the Alameda Local Agency Formation Commission (LAFCO) is vacant and will expire on May 8, 2023. Therefore, Alameda LAFCO, in conjunction with the Alameda County Chapter of the California Special Districts Association, is calling a meeting of the Alameda County Independent Special District Selection Committee (ISDSC) for **Wednesday, May 10, 2023 at 10:00 a.m.**, following the regular ACSDA meeting. Candidate nominations are due **Friday, May 5, 2023.**

Alameda LAFCO is a political subdivision of the State of California and currently operates under authority of the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2001 (Government Code Section 56000). LAFCO is delegated regulatory and planning responsibilities to coordinate the efficient and responsive delivery of local governmental services and highlighted by overseeing the formation, expansion and related changes involving cities and special districts. There are presently 14 cities and 29 special districts subject to LAFCO’s jurisdiction in Alameda County.

Decision-making at Alameda LAFCO is directly vested with its 11-member Commission. The Commission is divided between seven regular voting members and four alternate voting members. Representation on the Commission is also divided between four distinct appointee categories: (a) three appointees from the County of Alameda, (b) three appointees from the cities/towns, (c) three appointees from the independent special districts, and (d) two appointees from the general public. State law specifies all Commission members shall exercise their independent judgment on behalf of the interests of the public as a whole and not on behalf of their appointing authorities.

The purpose of the ISDSC is to elect special district members to LAFCO. The ISDSC consists of the presiding officers of the legislative bodies of each independent special district in Alameda County. Pursuant to Government Code Section 56332 and the ISDSC rules, a special district’s board of directors may appoint one of its members to attend the meeting if the presiding officer is unable to attend. Please find the ISDSC’s rules and the Government Code Section 56332 enclosed (Attachment 1 and Attachment 2).

Administrative Office Rachel Jones, Executive Officer 224 West Winton Avenue, Suite 110 Hayward, California 94544 T: 510.670.6267 www.alamedalafco.org	Nate Miley, Regular County of Alameda David Haubert, Regular County of Alameda Vacant, Alternate County of Alameda	Karla Brown, Regular City of Pleasanton Melissa Hernandez, Reg City of Dublin John Marchand, Alternate City of Livermore	Ralph Johnson, Regular Castro Valley Sanitary District Vacant, Regular Special District Member Georgean Vonheeder-Leopold, Alternate Dublin San Ramon Services District	Sblend Sblendorio, Chair Public Member Vacant, Alternate Public Member
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For this election each independent special district is entitled to nominate one board member for the LAFCO special district non-enterprise seat. The nominees must meet the eligibility requirements outlined in Section VI of the ISDC's rules (Attachment 1). A nomination and voting delegate form is enclosed (Attachment 3). Eligible nominees may circulate a statement of qualifications prior to or at the May 10th ISDSC meeting.

Any district nominating a candidate must ratify that nomination by board resolution. Furthermore, upon nomination, the nominating district must notify in writing all other districts of their candidate selection. No resolution is needed from a district that does not wish to nominate a candidate. Attached is a list of each district's contact information (Attachment 4).

Please note the following timeline:

Friday, May 5, 2023

Nominations due from each district. Please complete and return the attached form to Alameda LAFCO. Please note that pursuant to Government Code Section 56332, "if only one candidate is nominated for a vacant seat, that candidate shall be deemed selected, with no further proceedings."

Friday, May 5, 2023

Each district submits the name of the presiding officer or designee who will be voting at the May 10th meeting. Please complete and return the attached form to Alameda LAFCO.

Before, Wednesday, May 10, 2023

All nominating agencies must ratify their district's nominee via board resolution and send notice of the nomination to the presiding officers of all the other districts (see attached contact information). Please submit a copy of the resolution to Alameda LAFCO.

Wednesday, May 10, 2023

Independent Special District Selection Committee meeting at same location as the ACSDA meeting.

Should you have any questions, please contact me directly by telephone at 510.670.6267 or by e-mail at rachel.jones@acgov.org.

Sincerely,



Rachel Jones

Attachments:

1. ISDSC Rules
2. Government Code Section 56332
3. Nomination and Voting Delegate Form Special District Contact Information
4. Special District Contact List

Revised 1/14/04

RULES
FOR THE LAFCO
INDEPENDENT SPECIAL DISTRICT SELECTION COMMITTEE

Adopted April 13, 1994

By: Alameda County Chapter, California Special Districts Association

SECTION I PURPOSE

The purpose of the Independent Special District Selection Committee (ISDSC) shall be to appoint the regular and alternate special district members to the Alameda County Local Agency Formation Commission (LAFCo) whenever a vacancy exists among members representing independent special districts (Government Code Section 56332).

SECTION II MEMBERSHIP

The ISDSC shall be composed of the presiding officer of the legislative body of each independent special district either located wholly within Alameda County or containing territory within Alameda County that represents 50% or more of the assessed value of taxable property of the district. The district may appoint one of its members as an alternate ISDSC member in the event the presiding officer is unavailable (Government Code Section 56332).

SECTION III MEETINGS

The LAFCo Executive Officer shall give written notice to the presiding officer of each eligible independent special district that a meeting of the ISDSC will be held on a specified date and at a specified time and place pursuant to:

- A. A vacancy existing among the members or alternate member representing independent special districts upon the Commission; or
- B. Receipt of a written request by one or more members of the ISDSC representing districts having 10% or more of the assessed value of taxable property within Alameda County (Government Code Section 56332).

All meetings of the ISDSC shall be open meetings and comply with all applicable provisions of the Ralph M. Brown Act.

SECTION IV QUORUM

Each presiding officer or alternate member attending the meeting shall be required to register their attendance. Members representing a majority of the eligible districts shall constitute a quorum for the conduct of the ISDSC business. No meeting shall be convened by the LAFCo Executive Office prior to establishing a quorum.

SECTION V VOTING

Each member of the ISDSC shall be entitled to one vote for each independent special district of which he or she is the presiding officer (Government Code Section 56332).

SECTION VI ELIGIBILITY

To be eligible for nomination and selection to the Alameda County Local Agency Formation Commission, an individual:

- A. Must be an elected or appointed independent special district officer within Alameda County (Government Code Section 563323);
- B. Must be a resident of Alameda County (Government Code Section 563323);
- C. Must not be a member of the legislative body of a city or county (Government Code Section 563323);
- D. Must act in such a manner so as to represent the diverse interests of all agencies, not his or her individual district; and
- E. Must be willing to make a time commitment to fulfilling his or her county-wide role representing all special districts.

An elected or appointed independent special district board member who is an employee of the State of California, a county, a city, or a special district is eligible for nomination and selection to the Commission as a special district representative (Government Code Section 563323).

SECTION VII SEATING DESIGNATION

The seating of special district representatives on the Alameda County Local Agency Formation Commission shall be in accordance with the following designations:

- 1. One regular seat shall be designated as an "Enterprise District" seat;
- 2. One regular seat shall be designated as a "Non-Enterprise District" seat; and

3. One alternate seat shall be designated from either and Enterprise or Non-Enterprise district.

An "Enterprise" district is defined as any jurisdiction that derives the majority of its total revenues from user fees and/or service charges.

A "Non-Enterprise" district is defined as any jurisdiction that derives the majority of its total revenues from property taxes.

SECTION VIII NOMINATING PROCESS

Each independent special district shall be entitled to nominate a maximum of one board member from any district.

Each special district board shall determine its own internal process for selecting a name to be placed in nomination and for ensuring said nominee meets the eligibility criteria as set forth in Section VI.

- Districts are required to ratify said nominee by adoption of a board resolution.

Upon selection of a district nominee, the presiding officer of the district shall provide written notification of their nominee to the presiding officers of all other independent special districts.

An eligible district nominee may circulate a statement of his/her qualifications prior to the date of the ISDSC meeting.

SECTION IX BALLOTING PROCESS

At the meeting of the ISDSC, the balloting shall be conducted in accordance with the following:

- A. If vacant, the first balloting shall be for selection of the "Enterprise District" representative. The candidate receiving a simple majority shall be declared the winner. In the event of a tie or no majority winner, a run-off ballot(s) shall be conducted.
- B. If vacant, the second balloting shall be for selection of the "Non-Enterprise District" representative. The candidate receiving a simple majority shall be declared the winner. In the event of a tie or no majority winner, a run-off ballot(s) shall be conducted.
- C. If vacant, the third balloting shall be for selection of the alternate representative. The candidate receiving a simple majority shall be declared the winner. In the event of a tie or no majority winner, a run-off ballot(s) shall be conducted.

When previous balloting has taken place for Enterprise and/or Non-Enterprise vacancies, the ballot for the alternate representative shall also include the names of all non-winning candidates from the other ballots, if the candidate so desires.

Upon completion of the balloting, the ISDSC shall provide written notification to the LAFCo Executive Officer of the name(s) of the Committee's appointment(s) to the Commission.

SECTION X ALTERNATE NOMINATING AND BALLOTING PROCESS

In the event that the LAFCo Executive Officer determines that securing a quorum of ISDSC members for a meeting is not feasible, the LAFCo Executive Officer may conduct business of the ISDSC in writing (Government Code Section 56332).

SECTION XI TERMS OF OFFICE

Regular representatives shall serve staggered four year terms. The alternate representative shall serve a four year term.

If a representative or alternate is unable to complete a full term, and more than one year is remaining in the uncompleted term, a nominating and balloting process shall be conducted in accordance with these bylaws.

The expiration date of the term of office of each member shall be the first Monday in May in the year in which the term of the member expires (Government Code Section 56334).

Any district member may be removed at any time and without cause by a majority vote of the ISDSC, as the appointing body (Government Code Section 56334). Failure to attend three regular Commission meetings in a calendar year may be grounds for possible removal by the ISDSC.

SECTION XII MEMBER DISQUALIFICATION

At the time of appointment of a regular member or alternate, the ISDSC may, by majority vote, provide that the member or alternate is disqualified from voting as a member of the Commission on any proposal affecting the district of which the member is a representative (Government Code Section 56332).

State of California**GOVERNMENT CODE****Section 56332**

56332. (a) The independent special district selection committee shall consist of the presiding officer of the legislative body of each independent special district. However, if the presiding officer of an independent special district is unable to participate in a meeting or election of the independent special district selection committee, the legislative body of the district may appoint one of its members as an alternate to participate in the selection committee in the presiding officer's place. Those districts shall include districts located wholly within the county and those containing territory within the county representing 50 percent or more of the assessed value of taxable property of the district, as shown on the last equalized county assessment roll. Each member of the committee shall be entitled to one vote for each independent special district of which he or she is the presiding officer or his or her alternate as designated by the governing body. Members representing a majority of the eligible districts shall constitute a quorum.

(b) The executive officer shall call and give written notice of all meetings of the members of the selection committee. A meeting shall be called and held under one of the following circumstances:

(1) Whenever the executive officer anticipates that a vacancy will occur within the next 90 days among the members or alternate member representing independent special districts on the commission.

(2) Whenever a vacancy exists among the members or alternate member representing independent special districts upon the commission.

(3) Upon receipt of a written request by one or more members of the selection committee representing districts having 10 percent or more of the assessed value of taxable property within the county, as shown on the last equalized county assessment roll.

(c) The selection committee shall appoint two regular members and one alternate member to the commission. The members so appointed shall be elected or appointed members of the legislative body of an independent special district residing within the county but shall not be members of the legislative body of a city or county. If one of the regular district members is absent from a commission meeting or disqualifies himself or herself from participating in a meeting, the alternate district member may serve and vote in place of the regular district member for that meeting. Service on the commission by a regular district member shall not disqualify, or be cause for disqualification of, the member from acting on proposals affecting the special district on whose legislative body the member serves. The special district selection committee may, at the time it appoints a member or alternate, provide that the member or alternate

is disqualified from voting on proposals affecting the district on whose legislative body the member serves.

(d) If the office of a regular district member becomes vacant, the alternate member may serve and vote in place of the former regular district member until the appointment and qualification of a regular district member to fill the vacancy.

(e) A majority of the independent special district selection committee may determine to conduct the committee's business by mail, including holding all elections by mailed ballot, pursuant to subdivision (f).

(f) If the independent special district selection committee has determined to conduct the committee's business by mail or if the executive officer determines that a meeting of the special district selection committee, for the purpose of appointing the special district members or filling vacancies, is not feasible, the executive officer shall conduct the business of the committee by mail. Elections by mail shall be conducted as provided in this subdivision.

(1) The executive officer shall prepare and deliver a call for nominations to each eligible district. The presiding officer, or his or her alternate as designated by the governing body, may respond in writing by the date specified in the call for nominations, which date shall be at least 30 days from the date on which the executive officer mailed the call for nominations to the eligible district.

(2) At the end of the nominating period, if only one candidate is nominated for a vacant seat, that candidate shall be deemed appointed. If two or more candidates are nominated, the executive officer shall prepare and deliver one ballot and voting instructions to each eligible district. The ballot shall include the names of all nominees and the office for which each was nominated. Each presiding officer, or his or her alternate as designated by the governing body, shall return the ballot to the executive officer by the date specified in the voting instructions, which date shall be at least 30 days from the date on which the executive officer mailed the ballot to the eligible district.

(3) The call for nominations, ballot, and voting instructions shall be delivered by certified mail to each eligible district. As an alternative to the delivery by certified mail, the executive officer, with prior concurrence of the presiding officer or his or her alternate as designated by the governing body, may transmit materials by electronic mail.

(4) If the executive officer has transmitted the call for nominations or ballot by electronic mail, the presiding officer, or his or her alternate as designated by the governing body, may respond to the executive officer by electronic mail.

(5) Each returned nomination and ballot shall be signed by the presiding officer or his or her alternate as designated by the governing body of the eligible district.

(6) For an election to be valid, at least a quorum of the special districts must submit valid ballots. The candidate receiving the most votes shall be elected, unless another procedure has been adopted by the selection committee. Any nomination and ballot received by the executive officer after the date specified is invalid, provided, however, that if a quorum of ballots is not received by that date, the executive officer shall extend the date to submit ballots by 60 days and notify all districts of the extension.

The executive officer shall announce the results of the election within seven days of the date specified.

(7) All election materials shall be retained by the executive officer for a period of at least six months after the announcement of the election results.

(g) For purposes of this section, “executive officer” means the executive officer or designee as authorized by the commission.

(Amended by Stats. 2015, Ch. 114, Sec. 8. (AB 1532) Effective January 1, 2016.)

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Alameda LAFCO Special District Non-Enterprise Seat Election 2023

Please complete the following information and
return by **Friday, May 5, 2023 to:**

Rachel Jones, Executive Officer
Alameda LAFCO
224 West Winton, Suite 110
Hayward, CA 94544

Telephone: (510) 670-6267
Email: rachel.jones@acgov.org

Name of presiding officer or designee who will attend and vote at the May 10, 2023 ISDSC election meeting at 10 am, following the Alameda County Special Districts Association meeting.

NAME: _____

DISTRICT: _____

NOMINATING DISTRICTS ONLY

You may nominate a maximum of one Board member for the LAFCO special district non-enterprise seat and the nomination must be ratified by a Board resolution prior to May 10, 2023.*

Candidate Name for Non-Enterprise Seat:

**** If your district is nominating a candidate, you must notify all 14 other independent district presiding officers by mail, fax or e-mail (see enclosed list of contact information).***

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Special District Contact Information*

December 15, 2022

	District	Address	Fax #	Contact/E-Mail
1	Alameda County Mosquito Abatement District	23187 Connecticut St. Hayward, CA 94545	510-925-1756	Ryan Clausnitzer, General Manager ryan@mosquitoes.org
2	Alameda County Resource Conservation District	3585 Greenville Rd., Suite 2 Livermore, CA 94550	925-371-0154	Katherine Boxer, Executive Officer Katherine.boxer@acrcd.org
3	Alameda County Water District	P.O. Box 5110 Fremont, CA 94537	510-668-4201	Ed Stevenson, General Manager ed.stevenson@acwd.com
4	Castro Valley Sanitary District	21040 Marshall Street Castro Valley, CA 94546	510-537-0757	Roland Williams, General Manager Roland@cvsan.org
5	City of Alameda Health Care District	2070 Clinton Avenue Alameda, CA 94501	510-263-8223	Debi Stebbins, General Manager dstebbins125@gmail.com
6	Dublin San Ramon Services District	7051 Dublin Boulevard Dublin, CA 94568	925-875-2200	Daniel McIntyre, General Manager mcintyre@dsrsd.com
7	East Bay Municipal Utility District	PO Box 24055, MS 804 Oakland, CA 94623	510-287-0101	Clifford Chan, General Manager clifford.chan@ebmud.com
	East Bay Regional Park District	2950 Peralta Oaks Ct. Oakland, CA 94605	510-544-2001	Sabrina Landreth, General Manager slandreth@ebparks.org
9	Eden Township Healthcare District	20400 Lake Chabot Rd, Suite 303 Castro Valley, CA 94546	510- 538-2031 x 203	Mark Friedman, CEO mark@ethd.org
10	Fairview Fire Protection District	777 B Street Hayward, CA 94541	510-386-2151	Michael Preston, General Manager mike.preston@fairviewfiredistrict.org
11	Hayward Area Recreation & Park District	1099 E Street Hayward, CA 94541	510-881-6710	James Wheeler, General Manager whej@haywardrec.org
12	Livermore Area Recreation & Park District	4444 East Avenue Livermore, CA 94550	925-373-5727 (w) 831-206-5724 (c)	Mathew Fuzie, General Manager mfuzie@larpd.org
13	Oro Loma Sanitary District	2600 Grant Avenue San Lorenzo, CA 94580	510-755-7956	Jimmy Dang, General Manager jdang@oroloma.org
14	Union Sanitary District	5072 Benson Road Union City, CA 94587	510-477-7502	Paul Eldredge, General Manager paul_eldredge@unionsanitary.com
15	Washington Hospital Health Care District	2000 Mowry Avenue Fremont, CA 94538	510-818-4813	Kimberly Hartz, CEO kimberly_hartz@whhs.org

*Districts not listed do not participate in the LAFCo election process.

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Independent Special Districts: Enterprise/Non-enterprise Status

	District	Enterprise	Non-Enterprise
1	Alameda County Mosquito Abatement District		X
2	Alameda County Resource Conservation District		X
3	Alameda County Water District	X	
4	Castro Valley Sanitary District	X	
5	City of Alameda Health Care District		X
6	Dublin San Ramon Services District	X	
7	East Bay Municipal Utility District	X	
8	East Bay Regional Park District		X
9	Eden Township Healthcare District		X
10	Fairview Fire Protection District		X
11	Hayward Area Recreation & Park District		X
12	Livermore Area Recreation & Park District		X
13	Oro Loma Sanitary District	X	
14	Union Sanitary District	X	
15	Washington Hospital Health Care District		X

From the State Controllers website

<http://www.sco.ca.gov/ard/local/locrep/districts/forms/0708/distinstruct.pdf>

The following types of district activities should be reported as non-enterprise activities.

- Air Pollution Control
- Ambulance Service
- Animal Control
- Cemetery
- Drainage and Drainage Maintenance
- Financing and Constructing Facilities
- Fire Protection
- Flood Control and Water Conservation
- Governmental Services
- Health
- Land Reclamation and Levee Maintenance
- Library Services
- Lighting and Lighting Maintenance
- Local and Regional Planning or Development
- Memorial
- Parking
- Pest Control

- Police Protection and Personal Safety
- Recreation and Park
- Resource Conservation
- Self Insurance
- Streets and Roads – Construction and Maintenance
- Television Translator Station Facility
- Underground Electric and Communication Facilities

Enterprise activities include:

- Airport
- Electric
- Harbor and Port
- Hospital
- Waste Disposal
- Water

11. CONSOLIDATION OF FASIS WORKERS COMPENSATION PROVIDER WITH FDAC-EBA

INFO/ACTION

BOARD OF DIRECTORS

MELISSA DIMIC
MICHAEL JUSTICE
SARAH CHOI
MARK MCDANIEL
BOB CLARK



FAIRVIEW

FIRE PROTECTION DISTRICT

(510) 583-4930

25862 FIVE CANYONS PKWY
CASTRO VALLEY, CA 94552

GENERAL MANAGER:

MIKE PRESTON

FIRE CHIEF GARRETT CONTRERAS

WWW.FAIRVIEWFIREDISTRICT.ORG

To: FFPD Directors
From: M. Preston, General manager
Re: Workers Compensation Provider name change and new JPA agreement

March 7, 2023

Background

Workers Compensation Insurance has been provided to the District by the Fire Agencies Self-Insurance System (FASIS) for the past 8 years at approximate cost of \$3000 annually. This insurance covers the Directors and General Manager for any injuries incurred in the course of their work for the district. There have been no claims to date.

Discussion

FASIS has merged with the Fire Districts Association of California Employee Benefits Authority (FDAC-EBA) to provide more efficient services and to be named Fire Risk Management Services (FRMS), a new Joint Powers Authority (JPA). The district may see some administrative changes with this new JPA but nothing significant is expected. One condition, however, is that the district, by adopting Resolution 2023-01 agrees to remain a member for 3 years.

Information received from FASIS with more detail on this change is in your packet.

Recommendation

Board adopts the Resolution 2023-01 and directs the General Manager to sign the new agreement.



TO: FASIS Member Districts
FROM: Jennifer Jobe, FASIS Executive Director
DATE: March 2, 2023
SUBJECT: **AMENDED AND RESTATED JOINT POWERS AGREEMENT OF FIRE RISK MANAGEMENT SERVICES (formerly Fire Agencies Self Insurance Systems (FASIS))**

The Fire Agencies Self Insurance System (FASIS) and Fire Districts Association of California Employment Benefits Association (FDAC EBA) will consolidate, effective July 1, 2023, to form Fire Risk Management Services (FRMS). FRMS is a multi-line risk pool providing workers' compensation and employee benefits coverage to eligible fire districts in California.

The FASIS and FDAC EBA Consolidation Advisory Committee has met regularly over the past twelve months to work toward streamlining the financial and administrative services via a consolidation of the two programs. At the Special Board of Directors Meeting on February 22, 2023, the FASIS and FDAC EBA Boards unanimously approved the FRMS Amended and Restated Joint Powers Agreement (JPA), effective July 1, 2023.

In accordance with the Joint Powers Agreement: Creating the Fire Agencies Self Insurance System, Article 30:

"This Agreement may be amended at any time by the written approval of two-thirds (2/3) of the Member Districts signatory to it."

Attached is the Amended and Restated Joint Powers Agreement of the Fire Risk Management Services. The Agreement requires approval under Section 31: Execution in Counterparts and must be received in our office **no later than June 20, 2023**. Signatories to the Agreement will require approval from their respective governing bodies. To aid in this endeavor, attached are sample resolutions for use by either 1) members of FASIS only; or 2) members of both FASIS and FDAC EBA. The sample resolutions allow for approval of the Agreement and authorize the designated executive officer to execute, thus enabling participation in FRMS, effective July 1, 2023.

Upon approval from your district's governing body, the Agreement under Section 31 (page 20) must be executed using one of the following options:

1. Original Signature: print Section 31 (page 20) of the Agreement, sign and return via USPS.
2. Electronic Signature - Email: print Section 31 (page 20) of the Agreement, sign, scan, and return via email.
3. Electronic Signature - Acrobat Sign: electronically access the [Agreement](#), sign, and submit.

When utilizing options #1 or #2 above, please submit the executed Agreement via USPS, email, or fax to:

Colleen Morrison, FASIS Analyst
c/o Sedgwick
1750 Creekside Oaks Dr., Ste. 200
Sacramento, CA 95833
(916) 244-1199 – FAX
colleen.morrison@sedgwick.com

Your attention to this important matter is appreciated. If you have any questions or require additional information, please contact Colleen Morrison at (916) 244-1176 or colleen.morrison@sedgwick.com.

Attachments:

1. Amended and Restated Joint Powers Agreement of Fire Risk Management Services
2. Sample Resolution Authorizing Participation in Fire Risk Management Services – FASIS
3. Sample Resolution Authorizing Participation in Fire Risk Management Services – FASIS & FDAC EBA

**AMENDED AND RESTATED JOINT POWERS AGREEMENT
OF FIRE RISK MANAGEMENT SERVICES
(Formerly Fire Agencies Self Insurance System (FASIS))**

This Amended and Restated Joint Powers Agreement of Fire Risk Management Services (“FRMS”) (“Agreement”), formerly known as the Fire Agencies Self Insurance System (“FASIS”) is made and entered into by and among the public agencies organized and existing under the laws of the State of California who have or may hereafter execute this Joint Powers Agreement (the “Members”) pursuant to the authority conferred by Government Code Section 6500 et seq.

RECITALS

WHEREAS, each of the Members who have executed this Agreement is a “public agency” as that term is defined in Section 6500 of the California Government Code; and

WHEREAS, California Government Code Section 6500 et seq. provides that two or more public agencies may by agreement jointly exercise any power common to the contracting parties; and

WHEREAS, California Labor Code Section 3700 (c) authorizes public agencies, including members of a pooling arrangement under a joint powers authority, to fund and self-insure for their Worker’s Compensation claims liability; and

WHEREAS, California Government Code Section 990.4 provides that a local public agency may self-insure, purchase insurance through an authorized carrier, purchase insurance through a surplus lines broker, or any combination of these; and

WHEREAS, California Government Code Sections 989 and 990 authorize a local public agency to self-insure itself and its employees against tort and inverse condemnation liability; and

WHEREAS, California Government Code Section 990.8 provides that two or more local public agencies may, by a joint powers agreement, provide insurance for any purpose by any one or more of the methods specified in Government Code Section 990.4; and

WHEREAS, California Government Code Section 990.6 provides that the cost of such insurance or self-insurance is an authorized and appropriate expenditure of public funds; and

WHEREAS, California Government Code Sections 53200, 53201(a), 53202, 53202.2, 65205, 53205.1, 53205.16, 53206, 53208 and Health and Safety Code Section 13800 et seq. provide that a local public agency may provide for any health and welfare benefits for the benefit of its existing and retired officers, employees, and members of its legislative body, which health and welfare benefits include, but are not limited to medical, hospital surgical, disability, legal expense, dental, vision, life, and income protection insurance or benefits, whether provided on an insurance basis, self-funded basis, or some combination of insurance and self-funding; and

WHEREAS, Government Code Section 53202 states that in providing such health and welfare benefits, a public agency may approve self-funded plans or may contract with one or more admitted insurers, health service organizations or legal service organizations for such plans of health and welfare benefits as the public agency determines to be in the best interest of the public agency and its existing and retired officers, employees and legislative body; and

WHEREAS, Government Code Section 53205 provides that the legislative body of a public agency may expend public agency funds for the premiums, dues or other charges for health and welfare benefits of its existing and retired officers, employees, and members of its legislative body; and

WHEREAS, each of the Members which are parties to this Agreement desire to join together with other Members in order to collectively establish, operate, manage, administer and fund programs of insurance and/or self-insurance for workers' compensation benefits, employment benefits, general liability, property damage, and other coverages to be determined; and

WHEREAS, each of the Members which are parties to this Agreement find it to be to its mutual advantage and in the public benefit to utilize any power common to them, and all those powers available to a Joint Powers Authority pursuant to the Joint Powers Act at Government Code Section 6500 et seq. (the "Act"), to fulfill the purposes of this Agreement specified in Section 3 hereof, including establishing pools for self-insured losses and purchasing excess or re-insurance and administrative services in connection with the Joint Protection Programs (the "Coverage Programs") for the collective benefit of the Members; and

WHEREAS, certain Members have previously executed that certain Amended Joint Powers Agreement of FASIS dated October 13, 2005 (the "FASIS JPA"), which agreement such Members desire to amend and restate by this Agreement; and

WHEREAS, this Amendment and Restatement is intended to allow members of Fire Districts Association of California Employment Benefits Authority ("FDAC EBA") to join FRMS and share in consolidated administration and governance of programs by amending and restating its existing Joint Powers Agreement to this Agreement; and

WHEREAS, the governing body of each Member has determined that it in the best interests of the Member, and in the public interest, to execute this Agreement and participate in FRMS as a Member;

WHEREAS, it is to the mutual advantage of and in the best interest of the parties to this Joint Powers Agreement to continue and expand this Joint Powers Authority for the purposes stated.

NOW THEREFORE, for and in consideration of all of the mutual benefits, covenants and agreements contained herein, the parties hereto agree as follows:

SECTION 1: **DEFINITIONS**

The following definitions shall apply to the provisions of this Agreement:

1. “Act” means Articles 1 through 4 (commencing with Section 6500) of Chapter 5, Division 7, Title 1 of the California Government Code, as amended.
2. “Administrator” shall mean the employee or third-party contractor who is appointed by the Board of Directors to manage the business and affairs of FRMS under the policy direction of the Board of Directors.
3. “Assessment” means an amount additional to a Member’s initial contribution or annual contribution, which the Board of Directors determines, in accordance with this Agreement and/or the Bylaws, that a Member or Former Member owes on account of its participation in a Coverage Program for a given Program year.
4. “Board of Directors” or “Board” shall mean the governing body of FRMS.
5. “Bylaws” means the Bylaws of FRMS adopted by the Board of Directors, as they may be amended from time to time.
6. “Claim” shall mean a demand made by or against a Member or Former Member which is or may be covered by one of the Coverage Programs approved by the Board of Directors.
7. “Contribution” shall mean the amount determined by the Board of Directors to be the appropriate sum of money which a Member must pay at the commencement of or during a Program Year in exchange for the benefits provided by a Coverage Program.
8. “Coverage Program” shall mean the specific type of Joint Protection Program as set forth in the terms, conditions and exclusions of the Coverage Documents for insured or self-insured losses, and the purchasing of excess or re-insurance and administrative services with respect to such losses. On the effective date, FRMS will operate two (2) Coverage Programs, the Workers’ Compensation Coverage Program for workers’ compensation claims, and the Employment Benefits Coverage Program for claims related to medical, hospital surgical, disability, legal expense, dental, vision, life, and income protection insurance or benefits. FRMS may add additional programs later.
9. “Coverage Documents” shall mean the Declarations, Memorandum of Coverages, Coverage Agreements, Endorsements, Policies of Insurance or any other documents that provide the terms, conditions, limits and exclusions of coverage afforded by a Coverage Program.

10. "District" shall mean a special district and political subdivision of the State of California as defined in Government Code Section 56000 et seq.
11. "Duly Constituted Board Meeting" shall mean any meeting of the Board of Directors noticed and held pursuant to the Ralph M. Brown Act and at which a quorum is determined to be present at the beginning of said meeting.
12. "Estimated Contribution" shall mean the amount which the Board of Directors estimates will be the appropriate contribution for a Member's participation in a Coverage Program for a Program Year.
13. "Excess or Re-Insurance" shall mean that insurance that may be purchased on behalf of FRMS and/or the Members to protect the funds of the Members or Former Members against catastrophic losses or an unusual frequency of losses in a particular Coverage Program during a Program Year in excess of any self-insured retention maintained by FRMS for that Coverage Program.
14. "Fiscal Year" shall mean that period of 12 months which is established by the Board of Directors as the fiscal year of FRMS.
15. "Former Member" shall mean a Member which was a signatory to this Agreement (or the prior FASIS Agreement) but which has withdrawn from, or been involuntarily terminated from participation in FMRS.
16. "Joint Protection Program" shall mean a Coverage Program offered by FRMS, separate and distinct from other Coverage Programs, wherein Members shall jointly pool their losses and claims, jointly purchase excess or re-insurance and administrative and other services including claims adjusting, data processing, risk management consulting and brokerage, loss prevention, legal, accounting and auditing and related services.
17. "Member" shall mean a public agency which has signed this Agreement, which qualifies as a Member under the provisions of this Agreement and the Bylaws, and which has been approved for membership by the Board of Directors.
18. "Memorandum of Coverage" shall mean a document issued by FRMS for each Coverage Program specifying the coverages and limits provided to the Members participating in that Coverage Program.
19. "Pooling" shall mean group self-insurance as permitted by Government Code Section 990.8, Labor Code Section 3700 and Government Code Section 53202.
20. "Program Year" shall mean a 12-month period of time determined by the Board of Directors, during which a particular Coverage Program is in effect.

21. "Retained Earnings" shall mean an account reflecting the accumulated earnings of a Coverage Program after payment of all losses, expenses and obligations of that Coverage Program.
22. "Risk Management" shall mean the process of identifying, evaluating, reducing, transferring and eliminating risks. Risk Management includes, but is not limited to, various methods of funding claims payments, purchasing insurance, legal defense of claims, controlling losses, and determining self-insurance retention levels and the amount of reserves for potential claims.

SECTION 2:
FRMS AS SUCCESSOR TO AND EXPANSION OF FASIS

FASIS was originally formed on July 1, 1984, pursuant to the provisions of Government Code Section 6500 et seq. as a joint powers authority to provide a program of pooling of self-insured workers' compensation losses of its members, which members were defined as California fire protection districts formed and operating under the provisions of California Health and Safety Code Section 13800 et seq. and California community services districts providing fire suppression and emergency services formed and operating under the provisions of California Government Code Section 61000, et seq. FASIS has continued to provide this self-insurance program up to the effective date of this Agreement.

As of the effective date of this Agreement, the Fire Agencies Self Insurance System shall be known as Fire Risk Management Services, referred to herein as FRMS. Pursuant to Government Code Sections 6506 and 6507, from its inception, FRMS has, is, and shall be a public entity separate and independent from the Members which is governed exclusively by its Board of Directors ("Board").

FDAC EBA was originally formed on July 1, 2005, pursuant to the provisions of Government Code Section 6500 et seq. as a joint powers authority to provide employment benefits programs including medical, hospital surgical, disability, legal expense, dental, vision, life, and income protection insurance or benefits, whether provided on an insurance basis, self-funded basis, or some combination of insurance and self-funding, to any California public agency including special districts, cities, and joint powers authorities which were formed with the power to provide fire suppression and emergency services. FDAC EBA has continued to provide this employment benefits program up to the effective date of this Agreement.

This Agreement is being amended and restated in part to allow members of Fire Districts Association of California Employment Benefits Authority ("FDAC EBA") to join FRMS and share in consolidated administration and governance of programs. Accordingly, as of the effective date of this Agreement, the membership of FRMS shall consist of the members of FASIS, as well as the members of FDAC EBA that have approved this Agreement. Future membership in FRMS is open to public agencies throughout California that meet the membership requirements specified herein and in the Bylaws and are approved for membership by the Board of Directors.

SECTION 3: PURPOSE

This Agreement is entered into by the Members pursuant to Government Code Sections 989, 990, 990.4, 990.6, 990.8, 52200 et seq., 6500 et seq. and Labor Code Section 3700, et seq., in order to provide, subject to the Coverage Documents, workers' compensation and employment benefits coverages, and/or coverages for other risks which the Board of Directors may determine.

Additional purposes of this Agreement are: (1) to reduce the amount and frequency of losses, and to decrease the costs incurred by Members in the handling and litigation of claims; (2) to expand the breadth and reduce the costs of health and welfare benefits including, but are not limited to medical, hospital, surgical, disability, legal expense, dental, vision, life, and income protection insurance or benefits, whether provided on an insurance basis, self-funded basis, or some combination of insurance and self-funding. These purposes shall be accomplished through the exercise of the powers of the Members jointly in the creation of a separate public entity, Fire Risk Management Services ("FMRS") to establish and administer Coverage Programs as set forth herein and in the Bylaws.

It is also the purpose of this Agreement to provide for the inclusion at subsequent dates of such additional Members organized and existing as California public agencies as may desire to become parties to this Agreement and Members of FRMS, subject to approval by the Board of Directors.

SECTION 4: MEMBERSHIP

Each Member which is a party to this Agreement must be a public agency which is duly organized and existing under the laws of the State of California with the power to provide at least one of the following services: (1) fire suppression services, (2) emergency medical services, including emergency disease response, prevention and control services; (3) hazardous material response services (4) medical transport and/or ambulance services, including emergency transportation services (5) rescue services; (6) any other emergency response services provided pursuant to the California Emergency Services Act (Government Code Section 8550 et seq.). "Emergency" is defined as any condition of disaster or of extreme peril to the safety of persons and/or property caused by such conditions as air pollution, fire, flood, hazardous material incident, storm, epidemic, riot, drought, plant or animal infestations or disease, earthquake, terrorism, or sudden and severe energy shortage. Each Member must be approved for participation in the Authority in the manner provided in the Bylaws of the Authority.

There shall be two (2) classes of Membership: (1) Voting Members; and (2) Non-voting Members. Voting Members shall be public agencies organized as a fire protection district formed and operating pursuant to the terms of California Health and Safety Code Section 13800 et seq. All other Members shall be Non-voting Members.

The rights and obligations of Voting Members shall be as described in the Bylaws.

SECTION 5:
PARTIES TO AGREEMENT

Each Member which has signed this Agreement certifies that it intends to and does contract with FRMS, and with all other parties who have signed this Agreement, and, in addition, with such other parties which may later be added as a party to and may sign this Agreement. Each party to this Agreement, which has or may hereafter sign this Agreement, also certifies that the withdrawal of any party from this Agreement by voluntary withdrawal, involuntary termination, or otherwise, shall not affect this Agreement nor such party's intent to contract with the other remaining parties to this Agreement.

SECTION 6:
TERM OF AGREEMENT

This Agreement shall become effective as to existing Members of FASIS on the later of July 1, 2023, or the date on which the last of two-thirds of such Members have executed this Agreement ("effective date"). This Agreement shall become effective as to existing Members of FDAC EBA on the later of July 1, 2023 or the date on which two-thirds of its members have executed this Agreement.

This Agreement shall become effective as to each new Member upon: (1) approval of its membership by the Board of Directors of the FRMS; (2) execution of this Agreement by the new Member and by FRMS; and (3) by payment by the new Member of its initial contribution for participation in one of the Coverage Programs offered by the FRMS.

SECTION 7:
POWERS OF FRMS

FRMS shall have all the powers common to its Members and all additional powers set forth in the Joint Powers Authority Act, and is hereby authorized to do all acts necessary for the exercise of said common powers, including, but not limited to, any or all of the following:

- (1) to make and enter into contracts, including the power to accept the assignment of contracts or other obligations which relate to the purposes of FRMS, or which were entered into by a Member or Former Member prior to joining FRMS, and to acquire assets, incur liabilities, and resolve and make claims;
- (2) to accept an assignment from the FDAC EBA of all its assets, obligations and liabilities (including claims and contracts in existence at the time of consolidation) in order to benefit the Members and Former Members participating in the FDAC EBA employment benefits coverage program; provided, that except for the fair and equitable allocation of administrative and overhead expenses, funds from such assignment shall not be commingled and shall be separately accounted for as provided in this Agreement and the Bylaws;

- (3) to incur debts, liabilities or other obligations; including those which are not debts, liabilities or other obligations of the Members or Former Members, or any of them;
- (4) to charge and collect Contributions and Assessments from Members or Former Members for participation in a Coverage Program;
- (5) to employ agents and employees and/or to contract for services from third-party consultants;
- (6) to receive grants and donations of property, funds, services, and other forms of assistance from persons, firms, corporations and government entities;
- (7) to acquire, hold, lease or dispose of property, funds, contributions, donations, and any other forms of assistance from persons, firms, corporations and government entities;
- (8) to acquire property by gift, grant, exchange, devise, or purchase;
- (9) to hold, lease, convey, sell, encumber, or dispose of property;
- (10) to sue and to be sued in its own name;
- (11) to issue or caused to be issue bonded and other indebtedness, and pledge any property or revenues as security to the extent permitted by law by Articles 2 and 4 of the Act or otherwise, including, but not limited to, bonds or other evidences of indebtedness issued on behalf of FRMS or its Members;
- (12) to obtain in its own name all necessary permits, licenses, opinions and rulings;
- (13) whenever necessary to facilitate the exercise of its powers, to form and administer nonprofit corporations to perform one or more of the functions which FRMS is empowered to perform, or to perform any other proper corporate function, and to enter into agreements with such nonprofit corporations;
- (14) to exercise all powers necessary and proper to carry out the terms and provisions of this Agreement (including the provision of all other appropriate ancillary coverages for the benefit of Members or Former Members, or otherwise authorized by law or the Act; and
- (15) to exercise all powers and perform all acts as otherwise provided in the Bylaws.

Said powers shall be exercised pursuant to the terms hereof, and in the manner provided by law and in accordance with Section 6509 of the Act. The foregoing powers shall be subject to the restrictions upon the manner of exercising such powers pertaining to the Member or Former Member designated in the Bylaws.

SECTION 8:
BOARD OF DIRECTORS

All powers of FRMS shall be exercised by, and its property controlled and its affairs conducted by and through its Board of Directors. Said Board of Directors is hereby designated as the agency to administer and execute this Agreement pursuant to Government Code Section 6506.

The Board of Directors shall be composed of no more than fifteen (15) and no less than eleven (11) individuals, each of whom is elected by a majority vote of Voting Members participating in a Coverage Program, as specified in the Bylaws. Each member of the Board of Directors shall have one vote. The terms for Directors, procedures for electing Directors, and the composition of the Board of Directors shall be as set forth in the Bylaws. The Board of Directors shall have the authority to conduct all business and govern all affairs of this Joint Powers Authority under the provisions hereof and pursuant to law and shall have such powers and functions as are provided for herein, in the Bylaws, or by law.

SECTION 9:
POWERS OF THE BOARD OF DIRECTORS

The Board of Directors shall have such powers as provided in this Agreement and the Bylaws and such additional powers as necessary or appropriate to fulfill the purposes of this Agreement and the Bylaws, including, but not limited to the following:

- (a) Exercise all powers and conduct all business of this Joint Powers Authority.
- (b) Determine the details of and select the Coverage Programs to be offered by FRMS;
- (c) Provide for and develop various services including, but not limited to, financial administration, insurance consulting and brokerage services; claims adjustment services, loss control and risk management services; accountancy, auditing and actuarial services; and legal and legislative advocacy services, either through its own employees or contracts with third parties.
- (d) Appoint and provide policy direction to the Administrator, appoint committees, appoint staff, and employ such persons as the Board of Directors deems necessary for the administration of this Joint Powers Authority.
- (e) Determine and purchase all necessary insurance coverage, including Excess insurance, Re-insurance, liability insurance, director's and officer's liability insurance, and such other insurance as FRMS may deem necessary or proper to carry out the Coverage Programs offered by the Authority, and to protect the employees of FRMS and the employees of the Members.
- (f) Fix and collect Contributions and Assessments from participating Members in consideration for participation in the Coverage Programs offered by FRMS.

- (g) Deposit all funds received in appropriate separate bank accounts in the name of Fire Risk Management Services.
- (h) Invest funds on hand in any manner authorized by law for the investment of funds of a public agency.
- (i) Direct the payment, adjustment, compromise, settlement and defense of all claims as provided for in the Coverage Documents involving a Member during their period of membership in and participation in a Coverage Program.
- (j) Expend funds of FRMS only for the purpose of carrying out the provisions of the Agreement and the Bylaws as they now exist or may hereafter be amended.
- (k) Obtain a fidelity bond in such amount as the Board of Directors may determine for any person or persons who have charge of or the authority to expend funds of the FRMS.
- (l) Acquire property by gift, grant, exchange, devise, or purchase; or hold, lease, convey, sell, encumber, or dispose of all property necessary or appropriate to carry out the powers and operations of FRMS.
- (m) Establish policies and procedures for the operation of FRMS.
- (n) Enter into any and all contracts or agreements necessary or appropriate to carry out the purposes and functions of FRMS.
- (o) To prepare the annual operating budget of FRMS for each fiscal year.
- (p) To engage, retain and discharge agents, representatives, firms or other organizations as the Board of Directors deems necessary for the administration of FRMS.
- (q) To exercise general supervisory power and policy control over the Executive Director.
- (r) To transact any other business which is within the powers of the Board of Directors.
- (s) Elect officers of FRMS.

SECTION 10:
OFFICERS

The officers of FRMS shall consist of the President, Vice President, Secretary, Treasurer, Assistant Treasurer, and Administrator. The position of Treasurer shall be filled by a person who either is the treasurer of a Member, a certified public accountant, or one of the officers, employees, or contracted consultants of FRMS. The Treasurer shall have no vote unless the Treasurer is also a Director.

The Treasurer shall serve at the discretion of the President. The Treasurer shall be the depository of and have custody of all the funds of FRMS, from whatever source. The Treasurer shall comply with the duties and responsibilities of the office as set forth in subdivisions (a) to (d), inclusive, of Section 6505.5 of the Government Code. The Board shall require the Treasurer to file with FRMS an official bond in the amount to be fixed by the Board. FRMS shall pay the cost of bond premiums required by this section.

In lieu of the designation of a treasurer and auditor as set forth in Government Code Section 6505.5, FRMS elects to appoint the Treasurer of FRMS to said positions under the provision of Government Code Section 6505.6. FRMS further elects to be governed by and incorporates herein all other provisions contained within Government Code Section 6505.6, including but not limited to the requirement that the Treasurer shall cause an independent audit to be made by a certified public accountant, or public accountant, in compliance with Section 6505. The treasurer, or the treasurer's designee, shall maintain or cause to be maintained all accounting or other financial records FRMS and shall file all financial reports required of FRMS and shall perform such other duties as the Board may specify.

All offices shall be filled and have the powers and responsibilities as prescribed in the Bylaws.

SECTION 11:
RESTRICTIONS ON POWER

Such powers enumerated in Section 8 hereof are subject to the restrictions upon the manner of exercising power by the California public agency which is a Member and which is named in the Bylaws, pursuant to California Government Code Section 6509.

SECTION 12:
COMPLIANCE WITH THE BROWN ACT

All meetings of the Board, including regular, adjourned regular and special meetings shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act, California Government Code section 54950 et seq.

SECTION 13:
BYLAWS

The Board shall promulgate Bylaws to govern day-to-day operations of FRMS. The Board may amend the Bylaws from time to time as provided for in the Bylaws. The initial Bylaws of FRMS, a copy of which is attached hereto and marked Exhibit A, are hereby adopted as the initial Bylaws of FRMS. Each party to this Agreement by the execution hereof agrees to be bound by and to comply with all the terms and conditions of this Agreement and of said Bylaws as they now exist or may hereafter be amended, and agrees that any violation of the Bylaws shall be a violation of this Agreement. FRMS shall operate and conduct its business and affairs pursuant to the terms of

this Agreement and said Bylaws. In the event any provisions of the Bylaws conflict with a provision of this Agreement, the provision contained in this Agreement shall control.

SECTION 14:
COVERAGE PROGRAMS

FRMS shall maintain such types and levels of coverage for Coverage Programs as determined by the Board of Directors. The coverage afforded under one or more Coverage Programs may include protection for workers' compensation liability, employment health and welfare benefits, and any other risks which the Board of Directors may determine to be advisable. More than one type of coverage may be afforded under a single Coverage Program. FRMS shall describe the coverage and operation of each Coverage Program in writing utilizing documents such as Memorandums of Coverage, Master Program Documents, or other written policies and procedures.

The Board of Directors may arrange for purchase of Excess or Re-insurance. FRMS shall not be liable to any Member or to any other person or organization if such excess or re-insurance policies are terminated, cancelled or non-renewed without prior notice to one or more Members, or if there is a reduction in the type or amounts of coverage afforded under a Coverage Program by reason of any change in coverage in a succeeding excess or re-insurance policy, even if such reduction occur without prior notice to one or more Members.

SECTION 15:
IMPLEMENTATION OF THE COVERAGE PROGRAMS

The Board of Directors shall establish the coverage afforded by each Coverage Program, the amount of Contributions and Assessments, the precise cost allocation plans and formulas, provide for the handling of Claims, and specify the amounts and types of Excess or Re-insurance to be obtained. The Contributions and Assessments for each Coverage Program shall be determined by the Board of Directors as set forth herein, in the Bylaws, or in the controlling documents for each Coverage Program.

SECTION 16:
ACCOUNTS AND RECORDS

- (a) **Annual Budget.** FRMS shall, pursuant to the Bylaws, annually adopt an operating budget, including budgets for each Coverage Program.
- (b) **Funds and Accounts.** FRMS shall establish and maintain such funds and accounts as required by the Board of Directors and as required by generally accepted accounting principles, including separate funds and accounts for each Coverage Program. Books and records of FRMS shall be open to any inspection at all reasonable times by authorized representatives of Members, or as otherwise required by law.
- (c) **Investments.** Subject to the applicable provisions of any indenture or resolution providing for the investment of moneys held thereunder, FRMS shall have the power to

invest any money in the treasury that is not required for the immediate necessities of FRMS, as the Board determines advisable, in the same manner as local agencies pursuant to Government Code Section 53601 et seq. as such provisions may be amended or supplemented.

- (d) **No Commingling.** The funds, reserves, and accounts of each Coverage Program shall not be commingled and shall be accounted for separately; provided, however, that administration and overhead expenses of FRMS not related to a specific Coverage Program may be fairly and equitably allocated among Coverage Programs as determined by the Board of Directors. Investments and cash accounts may be combined for administrative convenience, but separate accounting shall be made for balances of individual funds and Coverage Program revenues and expenses.
- (e) **Annual Audit.** The Board shall provide for a certified, annual audit of the accounts and records of FRMS, in the manner prescribed in the Bylaws.

SECTION 17:
SERVICES PROVIDED BY FRMS

FRMS may provide, in the discretion of the Board of Directors, the following services in connection with this Agreement:

- (a) To provide or procure coverage, including but not limited to self-insurance funds and commercial insurance, as well as Excess or Re-insurance and umbrella insurance, by negotiation, bid or purchase;
- (b) To assist Members in obtaining insurance coverage for risks not included within the coverages of FRMS;
- (c) To assist risk managers with the implementation of risk management functions as they relate to risks covered by the Coverage Programs offered by FRMS;
- (d) To provide loss control and safety consulting services to Members;
- (e) To provide claims adjusting and subrogation services for Claims covered by the Coverage Programs;
- (f) To provide loss analysis and control through the use of statistical analysis, data processing, and record and file retention services, in order to identify high exposure operations and to evaluate proper levels of self-insured retention and deductibles;
- (g) To conduct risk management and claims audits relating to the participation of Members in the Coverage Programs;
- (h) To provide such other services as deemed appropriate by the Board of Directors.

SECTION 18:
RESPONSIBILITIES OF MEMBERS

Members or Former Members shall have the following responsibilities, which shall survive the withdrawal from, or involuntary termination of participation in a Coverage Program, or membership in FRMS:

- (a) Each Member shall designate an individual to be responsible for the risk management functions within that Member and to serve as a liaison between the Member and FRMS as to risk management.
- (b) Each Member shall consider all recommendations of FRMS concerning unsafe practices and/or hazard mitigation, and each Member participating in the Workers' Compensation Coverage Program shall implement and maintain an injury and illness prevention program as required by the California Labor Code within ninety (90) days of inception into program.
- (c) Each benefits program Member shall maintain its own set of records, including a loss log, in all categories of risk covered by each Coverage Program in which it participates to assure accuracy of FRMS' loss reporting system, unless it is deemed no longer necessary by the Board of Directors;
- (d) Each Member participating in the Workers' Compensation Program shall report job-related accidents or illnesses to the appropriate claims administrator as soon as practicable after notification of the accident or illness, and no later than 48 hours after notification, shall use the format specified by the claims administrator when making job-related accident reports, and make any other required notifications to government agencies, including Cal-OSHA, when required;
- (e) Each Member shall pay its Contribution, and any adjustments thereto, and any Assessments within the specified time period set forth in the invoice, or as otherwise set forth in the Bylaws. After withdrawal or termination, each Former Member or its successor shall promptly pay to FRMS its share of any additional Contributions, adjustments or Assessments, if any, as required of it by the Board of Directors;
- (f) Each Member or Former Member shall provide FRMS with such other information or assistance as may be necessary for FRMS to carry out the Coverage Programs in which the Member or Former Member participates or has participated;
- (g) Each Member or Former Member shall in any and all ways cooperate with and assist FRMS and any insurer of FRMS, in all matters relating to this Agreement and covered Claims;
- (h) Each Member or Former Member shall comply with all Bylaws, rules, regulations and operating policies and procedures adopted by the Board of Directors.

**SECTION 19:
NEW MEMBERS**

FRMS shall allow entry into its Coverage Programs of new Members, only upon approval of the Board of Directors, with any conditions or limitations that the Board deems appropriate. In order to become a Member and remain a Member, any public agency must participate in at least one Coverage Program, pay the Contributions required for such participation, and shall be authorized to exercise the common powers set forth in this Agreement.

**SECTION 20:
WITHDRAWAL**

Any Member may voluntarily withdraw from this Agreement only at the end of any applicable Program Year and only if:

- (a) The Member has been a party to this Amended and Restated Agreement for not less than three (3) full Program Years as of the date of the proposed withdrawal;
- (b) The Member submits at least 90 (ninety) days signed written withdrawal notification in accordance with the Bylaws;
- (c) In order to withdraw from the Agreement, the Member must have completed the three (3) full Program Year participation requirement for each Coverage Program in which the Member participated at the time of withdrawal.

Any Member may voluntarily withdraw from any particular Coverage Program only at the end of any applicable Program Year and only if:

- (a) The Member has participated in a Coverage Program for at least three (3) full Program Years;
- (b) The Member is a participant in another Coverage Program; and
- (c) The Member submits at least ninety (90) days signed written withdrawal notification in accordance with the Bylaws.

In the event that the three (3) year participation requirement for any Coverage Program has not been met, for each Coverage Program the withdrawing Member participated in at the time of withdrawal for less than three (3) years, such withdrawing Member shall be obligated to pay all Contributions and Assessments as if that Member had remained in such Coverage Program for the required three (3) full years.

In the event the notice of withdrawal is not provided as required above, any such withdrawing Member shall, with respect to each Coverage Program the Member participated in, be obligated to pay any and all Contributions and Assessments for the next full Program Year.

A Member may not withdraw as a party to this Agreement until it has withdrawn from all of the Coverage Programs of FRMS as provided herein and in the Bylaws.

SECTION 21:
EXPULSION

FRMS shall have the right to expel any Member's participation in a Coverage Program, or expel a Member from FRMS, for violation of the terms of this Agreement, the Bylaws, or any other rule, regulation or operational policy adopted by the Board of Directors of FRMS, in the manner provided for in the Bylaws.

The participation of any Member of FRMS, including participation in any of FRMS' Coverage Programs, may be expelled in the discretion of the Board of Directors whenever such Member is dissolved, consolidated, merged or annexed. Any such expulsion shall not relieve the Member or Former Member of its membership responsibilities specified in this Agreement.

SECTION 22:
EFFECT OF WITHDRAWAL OR EXPULSION

The withdrawal from or expulsion of any Member from this Agreement shall not be construed as a completion of the purpose of the Agreement, nor shall it terminate this Agreement. Any Member that withdraws or is expelled after the effective date of this Amended and Restated Agreement shall not be entitled to payment, return or refund of any Contribution, Assessment, consideration, or other property paid or donated by the Member to FRMS, or to any return of any loss reserve contribution, or to any distribution of assets.

The withdrawal from or expulsion of any Member from any Coverage Program shall not terminate its responsibilities to pay its unpaid Contributions, adjustments, or Assessments to such Coverage Program. The Board of Directors shall determine the final amount due from the Member or Former Member by way of Contributions or Assessments, if any, or any credit due on account thereof, to the Member or Former Member for the period of its participation. Such determination shall not be made until all Claims or other unpaid liabilities of that Coverage Program have been finally resolved.

SECTION 23:
TERMINATION OF FRMS AND DISTRIBUTION

This Agreement may be terminated at any time with the written consent of two-thirds of the then participating Members; provided, however, that FRMS and this Agreement shall continue to exist for the purpose of disposing of all claims, distribution of all assets, and all other functions necessary to wind up the affairs of the Authority.

The Board of Directors is vested with all powers of FRMS for the purposes of winding up and dissolving the business affairs of FRMS. These powers include the power to require Members or Former Members who were signatories to this Agreement at the time the subject Claims were

incurred, to pay any Assessments in accordance with loss allocation formulas for final disposition of all Claims and losses covered by this Agreement or the Bylaws.

Upon termination of a Coverage Program, all net assets of such Coverage Program other shall be distributed only among Members that are participating in such Coverage Program at the time of termination, in accordance with and proportionate to their Contributions, adjustments, and Assessments paid less claims or losses paid during the period of that Member's participation in the Coverage Program. The Board of Directors shall determine the distribution in the manner specified in the Bylaws.

Upon termination of this Agreement, all net assets of FRMS, other than the net assets of any Coverage Program distributed as provided above, shall be distributed only among Members in good standing at the time of such termination in accordance with and proportionate to each such Member's contributions made and claims or losses paid, as permitted by Government Code Section 6512.2. The Board of Directors shall determine such distribution in the manner specified in the Bylaws.

In lieu of terminating this Agreement, the Board may, with the written consent of two-thirds of the Voting Members, elect to assign and transfer all rights, assets, liabilities and obligations of FRMS to a successor joint powers authority created under the Act.

SECTION 24: AMENDMENTS

This Joint Powers Agreement may be amended by an amendment in writing signed by two-thirds of the Members then parties to this Agreement. Upon signature of any amendment by two-thirds of the then participating Members, any Member failing or refusing to sign such amendment may be involuntarily terminated as a party to this Agreement as provided in the Bylaws.

SECTION 25: ENFORCEMENT

FRMS is hereby granted authority to enforce this Agreement. In the event action is instituted to enforce any term of this Agreement or any term of the Bylaws against any Member which has signed this Agreement, the Member agrees to pay such sums as the court may fix as attorney fees and costs in said action.

SECTION 26: NON-LIABILITY OF MEMBER AGENCIES

Pursuant to Government Code Section 6508.1, the debts, liabilities and obligations of the FRMS shall not be the debts, liabilities or obligations of the Members which are parties to the Agreement. Nothing in the Joint Powers Agreement or in the Bylaws adopted pursuant thereto shall be construed as imposing liability upon any Member, or any officer, employee or member of the legislative body thereof, for the payment of any Claims incurred in any of the Coverage Programs

offered by FRMS to its Members, the sole recourse of claimants being against funds of those insurance programs and/or self-funded programs administered by the FRMS for the payment of such benefits.

SECTION 27:
NON-LIABILITY OF DIRECTORS, OFFICERS, ADMINISTRATOR,
AGENTS AND EMPLOYEES

The Board of Directors, officers, Administrator, agents, and employees of FRMS shall not be liable to FRMS, to any Member or Former Member, or to any other person for any actual or alleged breach of duty, mistake of judgment, neglect, error, misstatement, misleading statement, or any other act or omission in the performance of their duties hereunder; for any action taken or omitted by any director, officer, administrator, agent, or employee, or independent contractor; for loss incurred through the investment or failure to invest funds; or loss attributable to any failure or omission to procure or maintain insurance; except in the event of fraud, gross negligence, or intentional misconduct of such director, officer, administrator, agent, or employee. No director, officer, administrator, agent, or employee, including former directors, officers, administrators, agents or employees, shall be liable for any action taken or omitted by any other director, officer, administrator, agent, or employee.

SECTION 28:
INDEMNIFICATION OF BOARD OF DIRECTORS, OFFICERS, AND EMPLOYEES

As a public entity, FRMS shall defend and shall indemnify and hold harmless its directors, officers, and employees, including former directors, officers and employees, from any and all claims, demands, causes of action, liability, losses and damages arising out of the performance of their duties as such directors, officers and employees of FRMS, except in the event of fraud, gross negligence, corruption, malice or intentional misconduct, and the funds of FRMS shall be used for such purposes. FRMS may purchase conventional insurance to protect FRMS, and its Members and Former Members, against any such acts or omissions by its directors, officers and employees, including former directors, officers and employees.

SECTION 29:
ADMINISTRATION OF PREEXISTING OBLIGATIONS

- (a) All liabilities and obligations of FASIS existing prior to the effective date of this Amended and Restated Agreement will be administered under the terms and conditions of the FASIS Agreement as it existed prior to the effective date.
- (b) All assets of FRMS existing prior to the effective date shall be reserved by FRMS for the sole purpose of administering the preexisting obligations under the FASIS Agreement.
- (c) The Board shall appoint a committee made up of representatives of Members that were Members of FASIS prior to the effective date to make recommendations to the Board regarding the administration of the preexisting obligations under the FASIS Agreement.

As to specific agenda items relating to such matters, only Directors representing Members who were members of FASIS prior to the effective date may vote, and as to such items, a quorum shall be determined solely by reference to the number of Directors that represent members of FASIS prior to the effective date.

- (d) In the event that FDAC EBA assigns its rights, assets, liabilities and obligations to FRMS, any assets of FDAC EBA that are assigned to FRMS shall be used exclusively for the purpose of administering the obligations of FDAC EBA. In the event of such assignment, the Board shall appoint a committee made up of representatives of Members that were Members of FDAC EBA prior to the effective date to make recommendations to the Board regarding the administration of FDAC EBA's obligations. As to specific agenda items relating to such matters, only Directors representing Members who were members of FDAC EBA prior to the effective date may vote, and as to such items, a quorum shall be determined solely by reference to the number of Directors that represent members of FDAC EBA prior to the effective date.

SECTION 30:
MISCELLANEOUS PROVISIONS

- (a) This Agreement shall bind and inure to the heirs, devisees, assignees and successors in interest of the Authority and to the successors in interest of each Member in the same manner as if such parties had been expressly named herein.
- (b) This Agreement shall be governed by the law of the state of California. This Agreement together with the documents incorporated into the Agreement by reference constitute the entire Agreement between the parties regarding its subject matter. There are no oral understandings or agreements not set forth in writing herein.
- (c) If any provisions in this Agreement are held by any court to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall nevertheless continue in full force and effect.
- (d) No person or organization or entity shall be entitled to assert the rights of any Member or Former Member under any Coverage Document or Coverage Program. No Member or Former Member may assign any right, claim or interest it may have under this Agreement, and no creditor, assignee or third-party beneficiary of any Member or Former Member shall have any right, claim or title to any part, share, interest, fund, contribution or asset of FRMS.

SECTION 31:
EXECUTION IN COUNTERPARTS

This Agreement may be executed in one or more counterparts and shall be as fully effective as though executed in one document.

(Agency Name)

Date: _____

By: _____
Name/Title

BOARD OF DIRECTORS

MELISSA DIMIC
MARK MCDANIEL
BOB CLARK
MICHAEL JUSTICE
SARAH CHOI

GENERAL MANAGER:

MIKE PRESTON



FAIRVIEW

FIRE PROTECTION DISTRICT

25862 FIVE CANYONS PKWY
CASTRO VALLEY, CA 94552
(510) 583-4930

FIRE CHIEF

GARRETT CONTRERAS

WWW.FAIRVIEWFIREDISTRICT.ORG

FAIRVIEW FIRE PROTECTION DISTRICT
RESOLUTION: 2023-01

**A RESOLUTION OF THE GOVERNING BOARD OF DIRECTORS OF THE
FAIRVIEW FIRE PROTECTION DISTRICT TO APPROVE JOINT POWERS
AGREEMENT OF FIRE RISK MANAGEMENT SERVICES**

WHEREAS, the Fire Agencies Self Insurance System (“FASIS”) was formed in 1984 for the purpose of jointly funding losses and providing risk management services to reduce such losses by and among California fire protection and community services districts; and

WHEREAS, the FDAC Employment Benefits Authority (“FDAC EBA”) was formed in 2005 to establish, operate, manage, and administer health and welfare benefit programs for the benefit of the existing and retired officers, employees and members of the legislative body of the California public agencies who are members of FDAC EBA; and

WHEREAS, following the exploration and in-depth analysis of a strategic partnership, the Board of Directors of FASIS and FDAC EBA directed the merger of the two programs, effective July 1, 2023, to provide comprehensive and cost-effective coverage programs through a responsive risk pool for fire service agencies; and

WHEREAS, FASIS and FDAC EBA have agreed that FASIS will change its name to Fire Risk Management Services (“FRMS”) and adopt an amended and restated joint exercise of powers agreement, and that FDAC EBA will assign its rights and liabilities to FRMS and adopt the same agreement as its own; and

WHEREAS, the amended and restated agreement allows FRMS to operate the programs previously operated by both FDAC EBA and FASIS, and admit members that would have been eligible to join either FDAC EBA or FASIS in the past; and

WHEREAS, Fairview Fire Protection District is a member of FASIS, and the Governing Board of the District finds it in the best interest of the District to continue participating in and obtaining coverage and risk management services from FASIS, which is changing its name to FRMS; and

WHEREAS, FRMS (formerly “FASIS”) requires the Governing Board to pass a resolution expressing the desire and commitment of the District to approve the amended and restated joint exercise of powers agreement of FRMS and continue participation in FRMS, which requires a new three-year minimum participation period.

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of Fairview Fire Protection District approves the Amended and Restated Joint Exercise of Powers Agreement for FRMS, as presented; and

BE IT FURTHER RESOLVED that the Governing Board authorizes the General Manager to sign the Amended and Restated Joint Exercise of Powers Agreement that shall enable the District to continue participating in the joint self-insurance and risk management programs provided by FRMS.

BY ORDER OF THE BOARD OF DIRECTORS OF THE FAIRVIEW FIRE PROTECTION DISTRICT THE ABOVE ACTION WAS APPROVED AT THE FFPD BOARD OF DIRECTORS MEETING ON MARCH 27, 2023.

Ayes:

Noes:

Absent:

Abstaining:

Mark McDaniel
Secretary
Board of Directors
Fairview Fire Protection District

Melissa Dimic
President
Board of Directors
Fairview Fire Protection District

Date

12. GENERAL MANAGER REPORT

INFO/ACTION

BOARD OF DIRECTORS

MELISSA DIMIC
MICHAEL JUSTICE
SARAH CHOI
MARK MCDANIEL
BOB CLARK



FAIRVIEW

FIRE PROTECTION DISTRICT

(510) 583-4930

25862 FIVE CANYONS PKWY
CASTRO VALLEY, CA 94552

FIRE CHIEF GARRETT CONTRERAS

WWW.FAIRVIEWFIREDISTRICT.ORG

GENERAL MANAGER:

MIKE PRESTON

March 7, 2023

To: FFPD Directors
From: M. Preston, General manager
Re: Fire Station Termite infestation

Background

At the January 30, 2023, Regular Meeting the Board directed me to address the termite damage discovered on January 10, 2023, at the Fire Station at 24200 Fairview Ave.

Discussion/Update

I solicited written quotes from 3 vendors to treat the subterranean termite & dry wood termite infestation ASAP and then later to do any further inspections or repairs. Quotes for this treatment were:

HiTech Termite Control of the Bay Area Inc.	\$4,950
Termwright Structural Pest Control	\$9,975
Times Up Termite	\$7,800

HiTech Termite Control quote of \$4,950 was the low bid and I proceeded with that vendor to treat the infestation.

The treatment was completed March 7, 2023. Demolition/repairs, further inspections, and termite monitoring will be addressed next.

The Old Fire Station Upkeep budgeted allocation of \$5,000 will cover this expense.

This work was completed March 15, 2023. Further inspection and repair work will be scheduled after HFD has opportunity to relocate some stored items to provide access to perimeter walls.

13. BOARD MOTIONS AND APPROVALS

INFO/ACTION

**FAIRVIEW FIRE PROTECTION DISTRICT SPECIAL
BOARD MEETING MINUTES
MONDAY, JANUARY 30, 2023, 7:00 PM
MEETING VIA TELECONFERENCE OVER ZOOM
25862 FIVE CANYONS PARKWAY, CASTRO VALLEY, CA 94552**

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

The meeting was called to order by Board President Melissa Dimic at 7:02 p.m. Director Justice led the pledge of allegiance.

2. ROLL CALL

Board members present: Directors Melissa Dimic, Sarah Choi, Robert Clark, Michael Justice, and Mark McDaniel.

In addition, the following staff and service providers were present: Fire Chief Garrett Contreras, Fire Marshall Miles Massone, General Manager Michael Preston, and Conor Kennedy, Esq., of Garcia Hernandez Sawhney, LLP.

3. WELCOME

President Dimic made welcome comments.

4. PUBLIC COMMENT PERIOD

President Dimic opened the public comment period. No comment was made, and the period was closed.

BOARD ELECTIONS

Director Choi nominated Director Dimic for President and Director Justice seconded. AYES 5 (Clark, Dimic, Justice, Choi, McDaniel), ABSENT 0, NOES 0, ABSTAIN 0

President Dimic nominated Director Justice for Vice President and Director McDaniel seconded. AYES 5 (Clark, Dimic, Justice, Choi, McDaniel), ABSENT 0, NOES 0, ABSTAIN 0

President Dimic nominated Director Choi for Second Vice President and Director Justice seconded. AYES 5 (Clark, Dimic, Justice, Choi, McDaniel), ABSENT 0, NOES 0, ABSTAIN 0

President Dimic nominated Director McDaniel for Secretary and Director Clark seconded. AYES 5 (Clark, Dimic, Justice, Choi, McDaniel), ABSENT 0, NOES 0, ABSTAIN 0

President Dimic nominated Director Clark for Treasurer and Director McDaniel seconded. AYES 5 (Clark, Dimic, Justice, Choi, McDaniel), ABSENT 0, NOES 0, ABSTAIN 0

5. MESSAGE FROM THE PRESIDENT

President Dimic welcomed everyone to the meeting.

6. FIRE CHIEF REPORT

The Fire Chief updated the Board about incident response times and fire prevention activity for November and December of 2022, updated the board on vegetation management, and provided Departmental updates such as a new academy of recruits scheduled to be the first cohort through the Department's new training center. The General Manager gave an update about the Fire Department's role with respect to certain Accessory Dwelling Unit policies.

The General Manager will publish the ADU Checklist on the District's website.

7. FFPD FINANCIAL UPDATE

President Dimic moved to approve the accountant's reports for October/November/December of 2022. Director Justice seconded. The motion was carried unanimously. AYES 5 (Clark, Dimic, Justice, Choi, McDaniel), ABSENT 0, NOES 0, ABSTAIN 0.

The General Manager reported on the overall expenditures report and along with Chief Contreras answered questions from the Directors about the budget and the Chipping Program.

8. GENERAL MANAGER REPORT

General Manager Preston updated the Board about:

- Upcoming public hearing process to refine the State Responsibility CalFire Hazard Zone Maps Update and how that relates to the District's role regarding Local Responsibility Area Zone Map Updates;
- A new regulation requiring insurance premium discounts in high fire hazard areas;
- The performance of the District's investment pool and a new proposal from a firm and the basis for the General Manager not pursuing Board action to approve a shift;
- An upcoming annual dinner of the Alameda County Special District Association;
- Estimates for Fire House repair work and pest inspection;
- Signage for evacuation routes; and
- Hybrid meetings for remote attendance under the new state law and development of a draft policy.

9. BOARD MOTIONS AND APPROVALS

Secretary McDaniel moved to adopt the minutes from the November 14 and December 12 2022 and January 9, 2023 Board meetings. Director Clark seconded. The motion was carried unanimously. AYES 5 (Clark, Dimic, Justice, Choi, McDaniel), ABSENT 0, NOES 0, ABSTAIN 0.

10. MEETING ACTION ITEM SUMMARY

The General Manager will publish the ADU Checklist on the District's website.

The General Manager will develop signage for evacuation routes.

The General Manager will work with counsel on a draft policy related to the new state law amendments to the Brown Act's requirements for Directors to participate in meetings via teleconference.

The General Manager will review proposals for Fire House pest inspection.

The General Manager will reach out to Directors to confirm their attendance at the Annual Alameda County Special District Association Dinner.

11. COMMENTS BY BOARD MEMBERS

There were no comments by Board Members.

12. AGENDA ITEMS FOR NEXT BOARD MEETING

Draft Director Handbook

Draft Policy on Hybrid Meetings

Evacuation Route Signage Approval

CSDA Leadership Foundation Certificate of Transparency Presentation

13. ADJOURNMENT

President Dimic moved to adjourn the meeting and Director McDaniel seconded. All voted in favor.

AYES 5 (Clark, Dimic, Justice, Choi, McDaniel), ABSENT 0, NOES 0, ABSTAIN 0

Meeting adjourned at 8:22 PM.

Mark McDaniel
Secretary of the Board of Directors
Fairview Fire Protection District

14. MEETING ACTIONS ITEMS SUMMARY

15. COMMENTS BY BOARD MEMBERS

16. AGENDA ITEMS FOR NEXT BOARD MEETING