



**REGULAR MEETING
BOARD PACKET**

Thursday, May 11, 2023

REGULAR MEETING AGENDA

GEORGETOWN FIRE DISTRICT

Board of Directors Meeting

Station 61 – 6283 Main Street, Georgetown CA 95634

Thursday, May 11, 2023

9:00 A.M.

- 1. CALL TO ORDER, ROLL CALL, AND PLEDGE OF ALLEGIANCE**
- 2. ADOPTION OF AGENDA**
 - 1. PUBLIC COMMENT** – Any member of the public may address the Board on any matter within the jurisdictional authority of the District. Comments shall be limited to three minutes per person or such other time limit as may be imposed by the President to enable the Board to complete its agenda within a reasonable period.
- 3. DIRECTORS ITEMS**
- 4. PROCLAMATIONS AND PRESENTATIONS**
- 5. CONSENT CALENDAR**
 - A. APPROVAL OF MINUTES**
 - i. Minutes of April 13, 2023
 - B. FINANCIAL INFORMATION**
 - i. Monthly Financials
- 6. CHIEFS REPORT**
- 7. ACTION ITEMS**
 - A. Resolution 2023-02**
 - i. Resolution of the Georgetown Fire Protection District authorizing participation in and approving the amended and restated joint exercise of powers agreement of the fire risk management service Joint Power of Authority.
 - B. Resolution 2023-03**
 - i. 2023-24 Proposition 4 Appropriation Limit
 - C. New Application for Eligibility State & Federal Surplus Prop Program**
 - D. LAFCO Election, EDC Special District Representative – Review candidates**
 - E. Fire Code Amendments – Consider adoption**
 - F. Joint Operations Authority (JOA) - Addition of Rescue Fire Protection District**
 - G. Ambulance Agreement between JPA and GFPD 2023/2024**
 - H. Annual Audit – Review and approve**

ANNOUNCE CLOSED SESSION AND ADJOURN OPEN SESSION TO CLOSED SESSION

8. ADJOURN TO CLOSED SESSION

- A. Pursuant to Government Code 54956.9(d) (1), the Board will meet in Closed Session to consider existing litigation
- B. Pursuant to Government Code 54956.9(d)(2), the Board will meet in Closed Session to consider potential litigation

9. REPORT OUT OF CLOSED SESSION

10. FUTURE AGENDA ITEMS

11. MEDIA CORRESPONDENCE

12. PUBLIC COMMUNICATION

13. NEXT MEETING DATE AND ADJOURNMENT – Next Regular Meeting June 8, 2023

In compliance with The Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in this meeting via teleconference, please contact Chief Glenn Brown by telephone at 530.333.4111. Requests must be made as early as possible and at least one full business day before the start of the meeting.

In accordance with Government Code Section 54954.2(a), this agenda was posted on the District's front door at Georgetown Fire District, at 6281 Main Street, Georgetown, California, on February 3, 2023.

/s/ Glenn Brown
Chief Glenn W. Brown

May 11, 2023
Date

Minutes

REGULAR MEETING AGENDA

GEORGETOWN FIRE DISTRICT

Board of Directors Meeting

Station 61 – 6283 Main Street, Georgetown, CA 95634

April 13, 2023

9:00 A.M.

1. CALL TO ORDER, ROLL CALL, AND PLEDGE OF ALLEGIANCE

The meeting was called to order by **President Davis** at 0901

Roll Call:

President Davis	Present
V. President Anderson	Present
Director Brown	Present
Director Williams	Present
Director Webb	Present

Chief Glenn Brown
Administrative Assistant, Julie Medsger

President Davis led the Pledge of Allegiance

Public in Attendance:

Rob Posely
Joel Warman
Tom McGrady
Josh Holtgrieve
Kelsey Holtgrieve
Mr. and Mrs. Holtgrieve (Josh's parents)

2. ADOPTION OF AGENDA

Director Williams motioned to adopt the agenda. **Director Brown** seconded the motion.

Roll Call:

President Davis	Aye
V. President Anderson	Aye
Director Brown	Aye
Director Williams	Aye
Director Webb	Aye

The motion passes.

1. **PUBLIC COMMENT** – Any member of the public may address the Board on any matter within the jurisdictional authority of the District. Comments shall be limited to three minutes per person, or such other time limit as may be imposed by the President to enable the Board to complete its agenda within a reasonable period.

Public comment was not offered.

3. DIRECTORS ITEMS

The Directors did not offer additional items.

4. PROCLAMATIONS AND PRESENTATIONS

A. SWEARING IN CEREMONY

- i. Pinning Ceremony for Firefighter/Paramedic Joshua Holtgrieve

5. CONSENT CALENDAR

A. APPROVAL OF MINUTES

- i. Minutes of February 9, 2022

Director Williams motioned to adopt the agenda. **Director Brown** seconded the motion.

Roll Call:

President Davis	Aye
V. President Anderson	Aye
Director Brown	Aye
Director Williams	Aye
Director Webb	Aye

The motion passes.

6. CHIEFS REPORT

Chief Brown gave updates on all items within his report.

7. BUDGET WORKSHOP

ANNOUNCE CLOSED SESSION AND ADJOURN OPEN SESSION TO CLOSED SESSION

8. ADJOURN TO CLOSED SESSION

- A. Pursuant to Government Code 54956.9(d)(1) Existing litigation
- B. Pursuant to Government Code 54957 Public Employee Appointment

ADJOURN CLOSED SESSION AND OPEN REGULAR SESSION

9. REPORT OUT OF CLOSED SESSION

Director Webb said there were no items to report out of closed session.

10. FUTURE AGENDA ITEMS

AD-Hoc updates will be added as part of Chiefs report.

11. MEDIA CORRESPONDENCE

- A. GEOFire's new side-by-side saves the day
- B. Fifth-wheel fire turns "dangerous situation"
- C. On the road again
- D. Town Hall planned on storm impacts, new gov't center
- E. Mark you calendar for the GEOFire poker tourney
- F. Structure collapse
- G. Fire districts inching closer to unification
- H. Town hall talks storms, new fire station, library

12. PUBLIC COMMUNICATION

\$4500 was donated by Georgetown Divide Health Care Auxiliary
Thank you note has been sent

13. NEXT MEETING DATE AND ADJOURNMENT –

Next Regular Meeting Thursday, May 11, 2023 at 0900
Adjourn at 1139

In compliance with The Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in this meeting via teleconference, please contact Chief Glenn Brown by telephone at 530.333.4111. Requests must be made as early as possible and at least one full business day before the start of the meeting.

In accordance with Government Code Section 54954.2(a), this agenda was posted on the District's front door at Georgetown Fire District, at 6281 Main Street, Georgetown, California, on April 7, 2023.

/s/ Glenn Brown
Chief Glenn W. Brown

April 1, 2023
Date

Georgetown Fire Protection District
PROPOSED JPA BUDGET
 Fiscal Year 2021/2022

Account 8557001

Ordinary Income/Expense

Income

- 1200 · Other Governmental Agencies
- 1942 · Miscellaneous Reimbursement

Total Income

Expense

30 JP · Payroll Expenses JPA

- 3000 · Salaries Permanent Employees
- 3001 · Temporary Employees
- 3002 · Overtime
- 3004 · Other Compensation
- 3020 · Retirement
- 3021 · OASDI
- 3022 · Medicare
- 3040 · Health Insurance
- 3041 · Unemployment Insurance
- 3042 · Long Term Disability
- 3043 · Deferred Compensation Employer
- 3044 · Dental & Vision Insurance
- 3046 · Retiree Health Defi
- 3060 · Workers Compensation Employer

Total 30 JP · Payroll Expenses JPA

2022-2023	YTD	YTD	YTD	2022-2023
Annual Budget	BUDGET	ACTUALS	DIFFERENCE	Annual Budget
ADOPTED				ADOPTED
\$1,259,690.00	\$954,265.01	\$611,557.03	(\$342,707.98)	\$1,259,690.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$1,259,690.00	\$954,265.01	\$611,557.03	(\$342,707.98)	\$1,259,690.00
\$558,900.16	\$415,887.00	\$299,243.54	\$116,643.46	\$558,900.16
\$50,000.00	\$37,499.94	\$11,966.84	\$25,533.10	\$50,000.00
\$93,999.96	\$70,499.97	\$67,050.26	\$3,449.71	\$93,999.96
\$23,000.00	\$18,000.00	\$145,210.63	(\$127,210.63)	\$23,000.00
\$315,551.00	\$294,551.00	\$67,239.94	\$227,311.06	\$315,551.00
\$6,438.84	\$4,878.00	\$5,342.86	(\$464.86)	\$6,438.84
\$8,910.04	\$6,750.00	\$7,222.44	(\$472.44)	\$8,910.04
\$79,200.00	\$59,400.00	\$228,428.00	(\$169,028.00)	\$79,200.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$23,990.00	\$18,000.00	\$0.00	\$18,000.00	\$23,990.00
\$40,000.00	\$30,000.00	\$0.00	\$30,000.00	\$40,000.00
\$1,199,990.00	\$955,465.91	\$831,704.51	\$123,761.40	\$1,199,990.00

**Georgetown Fire Protection District
PROPOSED JPA BUDGET
Fiscal Year 2021/2022**

Account 8557001

	2022-2023	YTD	YTD	YTD	2022-2023
4020 · Clothing & Personal Supplies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4021 · Fire Turnouts	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4022 · Uniforms	\$6,000.00	\$4,500.00	\$0.00	\$4,500.00	\$6,000.00
4040 · Communications	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4042 · Dispatch	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4044-Cable/Internet	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4060 · Food & Food Products	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4080 · Household Expense	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4085 · Refuse Disposal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4100 · Insurance Premium	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4101 · Insurance-Additional Liability	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4140 · Maintenance Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4141 · Maint Office Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4142 · Maint Telephone/Radio	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4145 · Maintenance Equip Parts	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4160 · Vehicle Maintenance Service	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4161 · Vehicle Maintenance Parts	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4162 · Vehicle Maintenance Supplies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4180 · Maintenance Building & Improvem	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4197 · Maintenance Building Supplies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4220 · Memberships	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4240 · Miscellaneous Expense - Admin Fee	\$20,000.00	\$20,000.00	\$0.00	\$20,000.00	\$20,000.00
4260 · Office Supplies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4261 · Postage	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4263 · Subscription/Newspaper/Journals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4266 · Printing/Duplicating Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4300 · Professional & Specialized Serv	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4304 · Agency Administration Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4305 · Audit & Accounting Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4308 · External Data Processing Servic	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4313 · Legal Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4322 · Medical & Sobriety Exams	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4323 · Psychological Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4324 · Medical, Dental, Lab & Ambulance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4400 · Publication & Legal Notices	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4420 · Rent & Lease Equipment	\$18,000.00	\$18,000.00	\$0.00	\$18,000.00	\$18,000.00
4460 · Small Tools & Instruments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4461 · Minor Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4462 · Computer Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4538 · Software	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4600 · Transportation and Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4609 · Staff Development	\$6,000.00	\$4,500.00	\$0.00	\$4,500.00	\$6,000.00
4617 · Staff Development not 1099	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4700 · Utilities	\$9,700.00	\$9,700.00	\$0.00	\$9,700.00	\$9,700.00
Subtotal Expenses other than payroll	\$69,700.00	\$56,700.00	\$0.00	\$56,700.00	\$69,700.00
Total Expense	\$1,259,690.00	\$1,012,165.91	\$831,704.51	\$180,461.40	\$1,259,690.00
Net Ordinary Income	\$0.00	(\$57,900.99)	(\$220,147.48)	(\$162,246.58)	\$0.00

**Georgetown Fire Protection District
PROPOSED DISTRICT BUDGET
Fiscal Year 2021/2022**

Account 8557000							
Ordinary Income/Expense		PRELIMINARY	YTD BUDGET	YTD ACTUAL	YTD DIFFERENCE	PRELIMINARY	AMENDED
		2022-2023				2022-2023	
Other Pre-Existing Funds							
	0001 · Fund Balance (Carryover)	\$650,977.88	\$549,017.36	\$549,017.36	\$0.00	\$650,977.88	\$ 549,017.36
	0002 · Reserve Balance Released	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ 500.00
	0310 · Reserved General	\$100,000.00	\$100,000.00	\$100,000.00	\$0.00	\$100,000.00	\$ 100,000.00
	0317 · Compensated Absences Reserve	\$100,000.00	\$100,000.00	\$100,000.00	\$0.00	\$100,000.00	\$ 100,000.00
	0323 · Equipment Replacement Reserve	\$100,000.00	\$100,000.00	\$100,000.00	\$0.00	\$100,000.00	\$ 100,000.00
	Total Pre-Existing Funds	\$950,977.88	\$849,017.36	\$849,017.36	\$0.00	\$950,977.88	\$ 849,617.36
Income							
	0100 · Property Taxes Current Secured	\$505,000.00	\$505,000.00	\$519,539.60	\$14,539.60	\$505,000.00	\$ 529,780.00
	0110 · Property Taxes Current Unsecured	\$8,500.00	\$8,500.00	\$10,029.69	\$1,529.69	\$8,500.00	\$ 10,420.00
	0120 · Property Taxes Prior Secured	\$0.00	\$0.00	(\$116.28)	(\$116.28)	\$0.00	\$ 14,124.00
	0130 · Property Taxes Prior Unsecured	\$300.00	\$300.00	\$265.06	(\$34.94)	\$300.00	
	0140 · Property Taxes Supplemental Cur	\$10,000.00	\$10,000.00	\$17,283.31	\$7,283.31	\$10,000.00	
	0150 · Property Taxes Supplemental Pri	\$550.00	\$550.00	\$1,486.66	\$936.66	\$550.00	
	0175 · Special Tax Assessment	\$77,000.00	\$77,000.00	\$73,378.18	(\$3,621.82)	\$77,000.00	\$ 77,000.00
	0350 · Penalties	\$3,600.00	\$3,600.00	\$3,854.70	\$254.70	\$3,600.00	\$ 3,600.00
	0400 · Interest Income	\$2,000.00	\$1,666.67	(\$2,342.30)	(\$4,008.97)	\$2,000.00	\$ 2,000.00
	0420 · Rent Land and Buildings	\$21,600.00	\$20,800.00	\$4,200.00	(\$16,600.00)	\$21,600.00	\$ 21,600.00
	0820 · Homeowners Property Tax Relief	\$4,200.00	\$4,200.00	\$1,897.06	(\$2,302.94)	\$4,200.00	\$ 4,200.00
	0898 · State: Strike Team Revenues	\$200,000.00	\$166,666.67	\$163,525.53	(\$3,141.14)	\$200,000.00	\$ 350,000.00
	1124 - FED: Off Emergency Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ -
	1200 · Other Governmental Agencies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ -
	1310 · Special Assessments	\$147,500.00	\$147,500.00	\$144,569.76	(\$2,930.24)	\$147,500.00	\$ 147,500.00
	1403 · Transfer from Development Fees	\$0.00	\$0.00	\$19,322.79	\$19,322.79	\$0.00	\$ -
	1740 · Charge for Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ -
	1744 · Misc Inspections or Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ -
	1940 · Miscellaneous Revenue	\$55,617.82	\$47,700.00	\$12,622.26	(\$35,077.74)	\$55,617.82	\$ 55,617.82
	1941 · Miscellaneous Refund	\$68,700.00	\$57,250.00	\$35,777.71	(\$21,472.29)	\$68,700.00	\$ 131,597.00
	1942 · Miscellaneous Reimbursement	\$12,000.00	\$10,000.00	\$55,611.19	\$45,611.19	\$12,000.00	\$ 12,000.00
	Total Income	\$2,067,545.70	\$1,206,867.37	\$1,609,922.28	\$403,054.91	\$ 1,767,545.70	\$ 1,908,456.18
	Without Carryover	\$1,116,567.82	\$657,850.01	\$1,060,904.92	\$403,054.91	\$ 1,116,567.82	\$ 1,359,438.82

Georgetown Fire Protection District
PROPOSED DISTRICT BUDGET
 Fiscal Year 2021/2022

Account 8557000									
Ordinary Income/Expense				PRELIMINARY	YTD BUDGET	YTD ACTUAL	YTD DIFFERENCE	PRELIMINARY	AMENDED
Expense									
30 - Payroll Expenses									
			3000 - Salaries Permanent Employees	\$377,359.40	\$288,244.00	\$387,844.85	(\$99,600.85)	\$377,359.40	\$ 377,359.40
			3001 - Temporary Employees	\$24,000.00	\$28,330.00	\$96,010.82	(\$67,680.82)	\$24,000.00	\$ 24,000.00
			3002 - Overtime	\$60,000.00	\$30,800.00	\$161,414.77	(\$130,614.77)	\$60,000.00	\$ 60,000.00
			3004 - Other Compensation	\$100,000.00	\$127,110.00	\$185,277.45	(\$58,167.45)	\$100,000.00	\$ 200,000.00
			3020 - Retirement	\$85,466.00	\$71,355.04	\$48,287.95	\$23,067.09	\$85,466.00	\$ 85,466.00
##			3021 - OASDI	\$30,000.00	\$25,384.60	\$17,733.95	\$7,650.65	\$30,000.00	\$ 30,000.00
			3022 - Medicare	\$6,999.99	\$5,923.06	\$11,779.36	(\$5,856.30)	\$6,999.99	\$ 6,999.99
			3040 - Health Insurance	\$92,400.00	\$70,400.00	\$157,838.21	(\$87,438.21)	\$92,400.00	\$ 92,400.00
			3041 - Unemployment Insurance	\$2,000.00	\$1,666.70	\$0.00	\$1,666.70	\$2,000.00	\$ 2,000.00
			3042 - Long Term Disability	\$1,000.00	\$833.30	\$0.00	\$833.30	\$1,000.00	\$ 1,000.00
			3043 - Deferred Compensation Employer	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ -
			3044 - Dental & Vision Insurance	\$5,500.00	\$4,583.30	\$0.00	\$4,583.30	\$5,500.00	\$ 5,500.00
			3046 - Retiree Health Defi	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ -
			3060 - Workers Compensation Employer	\$27,300.00	\$48,000.00	\$93,225.78	(\$45,225.78)	\$27,300.00	\$ 40,000.00
			Total 30 - Payroll Expenses	\$812,025.39	\$702,630.00	\$1,159,413.14	(\$456,783.14)	\$812,025.39	\$924,726.39

**Georgetown Fire Protection District
PROPOSED DISTRICT BUDGET
Fiscal Year 2021/2022**

Account 8557000

Ordinary Income/Expense				PRELIMINARY	YTD BUDGET	YTD ACTUAL	YTD DIFFERENCE	PRELIMINARY	AMENDED
					\$0.00				
			4020 · Clothing & Personal Supplies	\$300.00	\$475.00	\$0.00	\$475.00	\$300.00	\$ 300.00
			4021 · Fire Turnouts	\$4,800.00	\$4,000.00	\$35,085.28	(\$31,085.28)	\$4,800.00	\$ 4,800.00
			4022 · Uniforms	\$1,600.00	\$1,333.33	\$3,311.19	(\$1,977.86)	\$1,600.00	\$ 1,600.00
			4040 · Communications	\$2,000.00	\$2,000.00	\$6,833.84	(\$4,833.84)	\$2,000.00	\$ 2,000.00
			4042 · Radio Vendor Payments.	\$0.00	\$383.33	\$19,948.94	(\$19,565.61)	\$0.00	\$ -
			4043 - Central Dispatch Services	\$4,800.00	\$3,600.00	\$2,447.78	\$1,152.22	\$4,800.00	\$ 4,800.00
			4044 - Cable/Internet Services	\$0.00	\$0.00	\$1,523.69	(\$1,523.69)	\$0.00	\$ -
			4060 · Food & Food Products	\$300.00	\$250.00	\$2,632.06	(\$2,382.06)	\$300.00	\$ 300.00
			4080 · Household Expense	\$3,000.00	\$2,500.00	\$924.59	\$1,575.41	\$3,000.00	\$ 3,000.00
			4081 · Paper Goods		\$0.00	\$159.18	(\$159.18)		
			4082 - Household Exp: Other	\$0.00	\$0.00	\$164.38	(\$164.38)	\$0.00	\$ -
			4084 - Expendable Equipment		\$0.00	\$8.00	(\$8.00)		
			4085 - Refuse Disposal	\$1,800.00	\$1,500.00	\$2,709.18	(\$1,209.18)	\$1,800.00	\$ 1,800.00
			4086 · Custodial Services		\$0.00	\$648.07	(\$648.07)		
			4087 · Exterminator		\$0.00	\$1,140.00	(\$1,140.00)		
			4100 · Insurance Premium	\$48,000.00	\$39,000.00	\$202,418.52	(\$163,418.52)	\$48,000.00	\$ 71,000.00
			4101 · Insurance-Additional Liability	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ -
			4140 · Maintenance Equipment	\$600.00	\$500.00	\$1,340.10	(\$840.10)	\$600.00	\$ 600.00
			4141 · Maint Office Equipment	\$600.00	\$500.00	\$545.67	(\$45.67)	\$600.00	\$ 600.00
			4142 · Maint Telephone/Radio	\$3,000.00	\$2,500.00	\$450.00	\$2,050.00	\$3,000.00	\$ 3,000.00
			4144 - Maint Computer Sys/Software/Licensing	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	\$ 1,000.00
			4145 · Maintenance Equip Parts	\$240.00	\$200.00	\$627.50	(\$627.50)	\$240.00	\$ 240.00
			4160 · Vehicle Maintenance Service	\$2,400.00	\$3,300.00	\$15,111.71	(\$11,811.71)	\$2,400.00	\$ 2,400.00
			4161 · Vehicle Maintenance Parts	\$1,200.00	\$950.00	\$9,243.76	(\$8,293.76)	\$1,200.00	\$ 1,200.00
			4162 · Vehicle Maintenance Supplies	\$6,000.00	\$5,500.00	\$3,668.90	\$1,831.10	\$6,000.00	\$ 6,000.00
			4164 · Vehicle Maintenance Tires	\$6,000.00	\$4,800.00	\$3,329.36	\$1,470.64	\$6,000.00	\$ 6,000.00
			4165 - Vehicle Maintenance Oil and Grease	\$0.00	\$0.00	\$27.87	(\$27.87)	\$0.00	\$ -
			4180 · Maintenance Building & Improvem	\$12,000.00	\$10,000.00	\$3,403.63	\$6,596.37	\$12,000.00	\$ 12,000.00
			4197 · Maintenance Building Supplies	\$1,200.00	\$1,250.00	\$430.50	\$819.50	\$1,200.00	\$ 1,200.00
			4200 · Medical, Dental, and Laboratory	\$300.00	\$250.00	\$855.72	(\$605.72)	\$300.00	\$ 300.00
			4201 · Medical: Field Supply		\$0.00	\$4,560.00	(\$4,560.00)		
			4220 · Memberships	\$3,800.00	\$3,166.67	\$4,518.38	(\$1,351.71)	\$3,800.00	\$ 3,800.00
			4240 · Miscellaneous Expense	\$1,200.00	\$0.00	\$3,580.47	(\$3,580.47)	\$1,200.00	\$ 1,200.00
			4260 · Office Supplies	\$1,200.00	\$3,000.00	\$1,009.29	\$1,990.71	\$1,200.00	\$ 1,200.00
			4261 · Postage	\$300.00	\$250.00	\$342.45	(\$92.45)	\$300.00	\$ 300.00
			4263 · Subscription/Newspaper/Journals	\$1,200.00	\$1,416.67	\$5,086.03	(\$3,669.36)	\$1,200.00	\$ 1,200.00
			4266 · Printing/Duplicating Services	\$1,200.00	\$983.33	\$4,000.81	(\$3,017.48)	\$1,200.00	\$ 1,200.00
			4267 · On-line subscription services	\$0.00	\$0.00	\$3,137.07	(\$3,137.07)		
			4300 · Professional & Specialized Serv	\$12,000.00	\$10,000.00	\$6,314.93	\$3,685.07	\$12,000.00	\$ 12,000.00
			4304 · Agency Administration Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ -
			4305 · Audit & Accounting Services	\$17,000.00	\$12,230.00	\$17,000.00	(\$4,770.00)	\$17,000.00	\$ 17,000.00
			4308 · External Data Processing Servic	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ -
			4310 - Contractual Services	\$0.00	\$0.00	\$5,661.37	(\$5,661.37)	\$0.00	\$ -
			4312 - Arbitrator	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ -
			4313 · Legal Services	\$12,000.00	\$9,500.00	\$7,571.00	\$1,929.00	\$12,000.00	\$ 12,000.00
			4317 - Criminal Investigations	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ -
			4322 · Medical & Sobriety Exams	\$3,200.00	\$2,420.00	\$189.00	\$2,231.00	\$3,200.00	\$ 3,200.00
			4323 · Psychological Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ -
			4324 · Medical, Dental, Lab & Ambulance	\$900.00	\$750.00	\$0.00	\$750.00	\$900.00	\$ 900.00
			4334 - Fire Prevention Inspections	\$0.00	\$0.00	\$520.56	(\$520.56)	\$0.00	\$ -
			4400 · Publication & Legal Notices	\$300.00	\$250.00	\$66.50	\$183.50	\$300.00	\$ 300.00
			4420 · Rent & Lease Equipment	\$3,600.00	\$2,916.67	\$2,217.59	\$699.08	\$3,600.00	\$ 3,600.00
			4460 · Small Tools & Instruments	\$1,200.00	\$1,000.00	\$2,948.63	(\$1,948.63)	\$1,200.00	\$ 1,200.00
			4461 · Minor Equipment	\$1,200.00	\$1,000.00	\$85.79	\$914.21	\$1,200.00	\$ 1,200.00
			4462 · Computer Equipment	\$2,400.00	\$2,000.00	\$2,702.36	(\$702.36)	\$2,400.00	\$ 2,400.00
			4463 · Equip Telephone & Radio	\$1,200.00	\$1,000.00	\$405.24	\$594.76	\$1,200.00	\$ 1,200.00
			4465 · Equip Vehicles		\$0.00	\$27,743.52	(\$27,743.52)		
			4500 · Special Department Expense	\$6,000.00	\$7,000.00	\$7,002.74	(\$2.74)	\$6,000.00	\$ 6,000.00
			4501 · Special Projects	\$1,200.00	\$1,000.00	\$2,132.92	(\$1,132.92)	\$1,200.00	\$ 1,200.00
			4507 · Fire Equipment	\$600.00	\$500.00	\$0.00	\$500.00	\$600.00	\$ 600.00
			4515 - Purchase Bulk Fuel		\$0.00	\$93.05	(\$93.05)		
			4538 · Software	\$3,059.94	\$2,549.96	\$2,275.00	\$274.95	\$3,059.94	\$ 3,059.94
			4539 · Software License		\$0.00	\$387.36	(\$387.36)		

Georgetown Fire Protection District
PROPOSED DISTRICT BUDGET
 Fiscal Year 2021/2022

Account 8557000									
Ordinary Income/Expense				PRELIMINARY	YTD BUDGET	YTD ACTUAL	YTD DIFFERENCE	PRELIMINARY	AMENDED
			4571 - Road Signs		\$0.00	\$409.87	(\$409.87)		
			4600 - Transportation and Travel	\$1,200.00	\$1,000.00	\$7.00	\$993.00	\$1,200.00	\$ 1,200.00
			4602 - Mileage Employee Auto		\$0.00	\$70.38	(\$70.38)		
			4606 - Fuel Purchases	\$14,400.00	\$12,000.00	\$170.00	\$11,830.00	\$14,400.00	\$ 14,400.00
			4607 - Bulk Fuel	\$0.00	\$0.00	\$13,266.42	(\$13,266.42)	\$0.00	\$ -
			4609 - Staff Development	\$0.00	\$2,000.00	\$5,081.12	(\$3,081.12)	\$0.00	\$ -
			4617 - Staff Development not 1099	\$1,200.00	\$0.00	\$0.00	\$0.00	\$1,200.00	\$ 1,200.00
			4654 - Overnight Travel Airfare	\$0.00	\$0.00	\$240.96	(\$240.96)	\$0.00	\$ -
			4656 - Overnight Travel Hotel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ -
			4700 - Utilities	\$16,000.00	\$13,300.00	\$17,742.68	(\$4,442.68)	\$16,000.00	\$ 16,000.00
			5060 - Retirement Other Long Term Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ -
			6000 - Fixed Asset Land	\$41,623.00	\$0.00	\$0.00	\$0.00	\$41,623.00	\$ 41,623.00
			6020 - Fixed Asset Building & Improvements	\$0.00	\$0.00	\$38,545.35	(\$38,545.35)	\$0.00	\$ -
			6040 - Fixed Asset Equipment	\$270,628.00	\$310,798.00	\$35,421.14	\$275,376.86	\$270,628.00	\$ 310,798.00
			6042 - Fixed Asset Computers		\$0.00	\$2,812.92	(\$2,812.92)		
			6045 - Fixed Assets Vehicle		\$0.00	\$114,999.18	(\$114,999.18)		
			7700 - Contingency	\$427,769.38	\$0.00	\$0.00	\$0.00	\$427,769.38	\$399,609.85
			Subtotal Expenses other than payroll	\$948,720.32	\$474,834.63	\$659,508.50	(\$184,673.87)	\$948,720.32	\$983,730.79
			Total Expense	\$1,760,746.71	\$1,117,859.04	\$1,818,921.64	(\$701,062.60)	\$1,760,746.71	\$1,908,456.18
			Net Ordinary Income	\$306,799.99	\$89,008.33	(\$208,999.36)	(\$298,007.69)	\$8,799.99	\$0.00

Chief's Report

May 12, 2023

A. Budget

Updated budget in the board packet under financials. Updated Monies owed as of May 1, 2023

Next month we will have a proposed amended budget and a proposed 2023/24 budget

B. Personnel

Ryan Purves has stepped back from full-time to Extra Help

Curtis Chabot resigned from his full-time position

We are actively recruiting for Paramedic positions for the Medic unit

C. Volunteers

Had a successful Poker Tournament fundraiser on May 6th

D. Apparatus Report

OES E4101 is still at Riverview for a blown head gasket. OES has been in contact and is investigating the issue and some damage to the rear bumper

WT 63 is still out of service, repairs are being finalized (tools on order), and we hope to have it in service soon.

E61 is out of service - heater core leak

E263 is out of service – won't start

We are bringing in multiple mobile mechanic services for repairs and to evaluate for ongoing maintenance issues

E. Facilities Report

Water Leak issue at #61 – we are getting estimates on repairs and working with our insurance company

The canopy has been removed from the rear of #62. We are getting bids on a replacement structure with front and back panels/doors

F. JPA Report

The 8th medic unit has significantly reduced the times that Medic #61 is off the Divide

Medic 28 will go to non-firefighter medics on May 20, 2023

G. Fire Authority

Rescue Fire has joined the JOA, and we will have updated JOA agreements on the next agenda

H. Training

Nick Cimmarusti is operating as our volunteer training coordinator. We are working on getting more involved with the County Training Officers

I. LAFCO

County Chiefs are presenting a plan to LAFCO that calls for the County to participate financially in any efforts for districts to work closer together

J. Policies and Procedures

Setting up training for Julie on the Lexipol system, and then we will be moving forward with what we had initially done

K. Grants

FEMA

WUI pumper	\$708,430.08	Match \$100,000
Hose/Nozzles	\$25,405.25 awarded	Match \$1,909.93
Regional Radios/pagers GVFD/MFD and GEO	\$356,612	Match GEO \$6,000 approx.

Tourism Grant Additional winter equipment for side x side	\$17,232 awarded	Match \$0
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VFA Grant – upcoming limit of \$39,021.94		Match 50% (\$19,510.92)
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L. Community Activities

We participated in Every 15 Minute DUI program at the High School on April 19th
I spoke at Fran Clark’s memorial on May 6th

EDFC met with Congressman McClintock and Congressman Kiley’s staff on May 8th and will be setting up another meeting on June 1st with both them and USFS

CALFIRE Cooperator’s Meeting on May 8th

Irene Smith’s memorial May 20th

Mosquito Chili Cook-Off May 20th

Bike Race stand-by May 20th

M. Fire Prevention

Rich Galvin has been attending FPO meetings and reporting back. New Fire Code is moving forward. Rich has begun doing commercial building inspections and is supported by our staff

N. Personal

Baseball season has started, and I will be off most Sunday mornings

Grand Twins and my daughter will be visiting June 5-8th

O. Special

We had an initial negotiation meeting with the staff/board. The next meeting will be scheduled soon

P. Major Incidents

Wilderness Rescue on April 28th involving a UTV rollover approximately 5 miles East of Quintette off of Wentworth Springs

Chimney Fire on Star Lane in Volcanoville on April 29th, with no damage

Q. Ad-Hoc Committee on Emergency Services on the Divide

Continue to meet every other Friday. Tomorrow, we add Rescue Fire and staff and volunteer representatives to the meetings

MONIES OWED

4-1-23

VFA GRANT	\$ 9,500.00	\$ 9,500.00
JPA July/Aug (July Actual)	\$229,027.10	
Sept (August Actual)	\$105,690.42	
Oct (September Actual)	\$118,794.61	
Nov (October Actual)	\$105,846.28	
Dec (November Actual)	\$ 93,450.52	
Jan (December Actual)	\$100,201.64	
Feb (January Actual)	\$101,094.96	
March (February Actual)	\$ 87,782.81	
April (March Actual)	\$ 85,000 est.	
Rent/Utilities	\$ 27,000.00	
		\$824,861.24
Wildland		
E361 M/U	\$111,487.58	
E361 Storm 1	\$15,000 est.	
E361 Storm 2	\$15,000 est.	
Keith	\$54,000est.	
Mosquito	\$ 26,718.51	
Mosquito	\$ 78,152.62	
		\$273,640.20est.
Calpers		
Scott ADPP	\$2243.64 x 15 (as of 5-1-23)	\$ 33,654.60
Tourism Grant	\$40,170.00	
TOTAL		\$1,141,656.04est.

	Budget	Actual	Difference
Fire District Budget Net Income	\$89,008.33	-\$472,086.59	-\$ 561,094.85
JPA Budget Net Income	-\$57,900.90	-\$568,014.00	<u>-\$ 510,113.10</u>
Subtotal			-\$1,071,207.95
Monies Owed			<u>\$1,141,656.04 est.</u>
TOTAL			\$ 70,448.09.09 est.

MONIES OWED

5-1-23

VFA GRANT	\$ 9,500.00	\$ 9,500.00
JPA July/Aug (July Actual)	\$229,027.10	
Sept (August Actual)	\$105,690.42	
Oct (September Actual)	\$118,794.61	
Nov (October Actual)	\$105,846.28	
Dec (November Actual)	\$ 93,450.52	
Jan (December Actual)	\$100,201.64	
Feb (January Actual)	\$101,094.96	
March (February Actual)	\$ 87,782.81	
April (March Actual)	\$ 85,000 est	\$91,538.33
May (April Actual)	\$ 85,000 est	\$95,292.95
Rent/Utilities	\$ 27,000.00	

\$824,861.24

\$382,529.93 JPA Paid in April

\$544,162.59

\$1,200,000.00 BUDGET

\$ 91,280.38 REMAINING

Wildland

E361 M/U	\$111,487.58 May 1	
E361 Storm 1	\$15,000 est	\$20,531.44
E361 Storm 2	\$15,000 est	\$30,000.00 est
Keith	\$54,000 est	\$80,289.10
Mosquito	\$ 26,718.51	
Mosquito	\$ 78,152.62	
Water Tender (Light/Dark Canyon)	\$ 2,000.00 est	

\$349,179.25 est

Calpers

Scott ADPP \$2243.64 x 15 (as of 5-1-23) **\$33,654.60**

~~\$29,363.23~~ May 1

Tourism Grant \$40,170.00 (actual \$9,552.15 still owed)

TOTAL **\$941,175.22 est**

	Budget	Actual	Difference
Fire District Budget Net Income	\$89,008.33	-\$208,999.36	-\$ 298,007.69
JPA Budget Net Income	-\$57,900.90	-\$220,147.48	<u>-\$ 162,246.58</u>
Subtotal			-\$ 460,254.27
<u>Monies Owed</u>			\$ 941,175.22 est
TOTAL			\$ 481,502.95 est

7 A

Resolution 2023-02

RESOLUTION OF THE GEORGETOWN FIRE PROTECTION DISTRICT AUTHORIZING PARTICIPATION IN AND APPROVING THE AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT OF THE FIRE RISK MANAGEMENT SERVICES JOINT POWERS AUTHORITY

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, Georgetown Fire Protection District is a member of FASIS, and the Board of Directors of Georgetown Fire Protection District finds it in the best interest of Georgetown Fire Protection 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 Georgetown Fire Protection District to pass a resolution expressing the desire and commitment of Georgetown Fire Protection 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 Board of Directors of Georgetown Fire Protection District approves the Amended and Restated Joint Exercise of Powers Agreement for FRMS, as

presented; and

BE IT FURTHER RESOLVED that the Board of Directors authorizes the GFPD Fire Chief to sign the Amended and Restated Joint Exercise of Powers Agreement that shall enable the Georgetown Fire Protection District to continue participating in the joint self-insurance and risk management programs provided by FRMS.

THIS RESOLUTION DULY PASSED this 11th day of May 2023.

AYES:

NOES:

ABSENT:

ABSTAIN:

Attest:

President, Craig Davis
Georgetown Fire Protection District

Date

Fire Chief, Glenn Brown
Georgetown Fire Protection District

Date

7 B

GEORGETOWN FIRE DISTRICT



Office Phone: 530-333-4111

Facsimile: 530-333-4020

Post Office Box 420

6283 Main Street

Georgetown, California 95634-0420

RESOLUTION 2023-03

WHEREAS the Board of Directors conducted a hearing on the appropriation limitation for Georgetown Fire Protection District on the 11th of May 2023; and,

WHEREAS the hearing was advertised and noticed as required by law; and,

WHEREAS the Board received testimony and other evidence regarding the appropriation limitation to be established for the Georgetown Fire Protection District.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of Directors of Georgetown Fire Protection District, that the Georgetown Fire Protection District appropriation limit for the 2023-2024 fiscal year, as described in Article XIII B of the State Constitution and implemented by Chapter 1205, Statutes of 1980 is the sum of \$1,383,176.38 computed as follows,

$$\begin{array}{rclclcl}
 \$ 1,329,465.96 & \times & 1.0404 & = & \$ 1,383,176.38 \\
 \text{(2022-23 Appropriation Limit)} & & & & \text{(2023-24 Appropriation Limit)}
 \end{array}$$

The foregoing resolution was passed and adopted by the Board of Directors of Georgetown Fire Protection District at a meeting of said Board held on the 11th day of May 2023, by the following vote:

- AYES:**
- NOES:**
- ABSENT:**
- ABSTAINED:**

President, Craig Davis Date
 Georgetown Fire Protection District

Fire Chief, Glenn Brown Date
 Georgetown Fire Protection District

7 C

**STATE OF CALIFORNIA
NEW APPLICATION FOR ELIGIBILITY
STATE & FEDERAL SURPLUS PROPERTY PROGRAM**

In completing this form please print or type information.

A. Name of Organization GEORGETOWN FIRE DISTRICT Telephone 530-333-4111
Address P.O. Box 420 City GEORGETOWN County EL DORADO Zip 95634
E-Mail Address GBROWN@GEOFIRE.ORG Fax Number 530-333-4020

1. Application is being made as a (please check one) (a) Public agency or (b) qualified nonprofit and tax-exempt organization . Check all spaces that apply and provide all requested data.

B. PUBLIC AGENCY: Check either state or local

- Conservation
- Economic Development
- Education
- Grade Level _____
(Preschool, K-12, college)
- Enrollment _____
- No. of faculty _____
- No. of days in school year _____
- Parks & Recreation
- Public Health
- Public Safety
- Two or more of above
- Other (specify) _____

NONPROFIT AGENCY OR ORGANIZATION:

- Education
- Grade Level _____
(Preschool, K-12, college)
- School for the mentally or physically handicapped
- Enrollment _____
- No. of faculty _____
- No. of days in school year _____
- No. of school sites _____
- Educational radio or television station
- Museum
- Library
- Medical institution
- Hospital
- Health center
- Clinic
- Other (specify) _____

1. Are the applicant's services available to the public at large? YES. If only a specified group of people is served, please indicate who comprises this group. _____

2. Checklist of signed and completed documents submitted with this application:
 SASP Form No. 202 "Resolution," properly signed and approved by the Governing Board designating representatives, including their signatures, authorized to bind the applicant organization to service fees submitted by the State of California.
 SASP Form No. 203, nondiscrimination compliance assurance.
 Certification Regarding Debarment, Suspension, Ineligibility, & Voluntary Exclusion as required by the General Services Administration of the U.S. Government.
 Other statements or documentation required, as may be specified.

Printed Name and Title of Administrator or Director: GLENN W. BROWN / FIRE CHIEF
Date: 4-17-23 Signature of Administrator or Director: [Signature]

FOR STATE SURPLUS AGENCY USE ONLY

Application approved _____ Application disapproved _____

Comments or additional information: _____

Date: _____ Signed: _____

Donee Number: _____ Billing Code: _____

RESOLUTION

"BE IT RESOLVED by the Governing Board, and hereby ordered that the official(s) and/or employee(s) whose name(s), title(s), and signature(s) are listed below shall be and is (are) hereby authorized as our representative(s) to acquire surplus property through the auspices of the California State Agency for Surplus Property and accept responsibility for payment of incidental fees by the surplus property agency under the Terms and Conditions accompanying this form or listed on the reverse side of this form."

NAME (Print or Type)	TITLE	SIGNATURE*	E-MAIL ADDRESS
A. <u>GLENN W. BROWN</u>	<u>FIRE CHIEF</u>	<u>[Signature]</u>	<u>GBROWN@GEOFIRE.ORG</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

***Note: All signatures must be in original form. No copied or stamped signatures**

B. The above resolution was PASSED AND ADOPTED this _____ day of _____, 20____, by the Governing Board of the:
 _____ by the following vote: AYES: _____; NOES: _____; ABSENT: _____
 Agency Name

I, _____ Clerk of the Governing Board known as _____

Do hereby certify that the foregoing is a full, true and correct resolution adopted by the governing board of the below named organization at the meeting thereof held at its regular place of meeting on this date and by the vote above stated, a copy of said resolution is on file in the principap office of the Governing Board.

Signed by: _____

GEORGETOWN FIRE PROTECTION DISTRICT
 Name of Organization
P.O. Box 4020
 Mailing Address
GEORGETOWN City 95634 Zip Code EL DORADO County

NOTE: ALL LOCAL GOVERNMENT & NON-PROFIT INCORPORATED ORGANIZATIONS HAVE A GOVERNING BOARD, THEREFORE COMPLETE ONLY SECTIONS "A" & "B". THE FOLLOWING SECTION "C" IS FOR STATE AGENCIES ONLY

C. AUTHORIZED this _____ day of _____, 20____, by: _____
 Signature of Administrative Officer

 Printed Name of Chief Administrative Officer Title

 Organization Name Street Address

 City ZIP Code County

STATE OF CALIFORNIA AGENCIES ARE REQUIRED TO PROVIDE THEIR STATE BILLING CODE: _____

STATE OF CALIFORNIA
DEPARTMENT OF GENERAL SERVICES
OFFICE OF FLEET AND ASSET MANAGEMENT
SASP 203 (Rev 3/15)

ASSURANCE OF COMPLIANCE WITH GSA REGULATIONS UNDER TITLE VI OF
THE CIVIL RIGHTS ACT OF 1964, SECTION 606 OF TITLE VI OF THE FEDERAL
PROPERTY AND ADMINISTRATIVE SERVICES ACT OF 1949, AS AMENDED,
SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED,
TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, AS AMENDED
AND SECTION 303 OF THE AGE DISCRIMINATION ACT OF 1975

GEORGETOWN FIRE PROTECTION DISTRICT, (hereinafter called the "donee"),
(Name of donee organization)

HEREBY AGREES THAT the program for or in connection with which any property is donated to the donee will be conducted in compliance with, and the donee will comply with and will require any other person (any legal entity) who through contractual or other arrangements with the donee is authorized to provide services or benefits under said program to comply with, all requirements imposed by or pursuant to the regulations of the General Services Administration (41 CFR 101-6.2) issued under the provisions of Title VI of the Civil Rights Act of 1964, Section 606 of Title VI of the Federal Property and Administrative Services Act of 1949, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, and Section 303 of the Age Discrimination Act of 1975, to the end that no person in the United States shall on the ground of race, color, national origin, sex, or age, or that no otherwise qualified handicapped person shall solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the donee received Federal assistance from the General Services Administration; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

The donee further agrees that this agreement shall be subject in all respects to the provisions of said regulations; that this agreement shall obligate the donee for the period during which it retains ownership or possession of any such property; that the United States shall have the right to seek judicial enforcement of this agreement; and, this agreement shall be binding upon any successor in interest of the donee and the word "donee" as used herein includes any such successor in interest.

Date _____ GEORGETOWN FIRE PROTECTION DISTRICT
Donee Organization

BY _____
(President/Chairman of the Board
or comparable authorized official)

GEORGETOWN FIRE DISTRICT
P.O. Box 420
GEORGETOWN, CA 95634
Donee Mailing Address

**STATE OF CALIFORNIA
 NEW APPLICATION FOR ELIGIBILITY
 STATE & FEDERAL SURPLUS PROPERTY PROGRAM**

Pursuant to Federal Regulation 28 C.F.R. §§ 42.401 - 42.415, a recipient is mandated to report to the Federal Government the racial and national origins of all persons within your service area. You are therefore asked to supply the Office of Fleet and Asset Management with the race and national origins of individuals you serve in your service area (it may be helpful to refer to the US Census to determine the racial makeup of your service area at www.factfinder.census.gov/). This form must be completed and returned with the rest of the eligibility packet in order to qualify for the Federal Surplus Property Program. Your answers on this form in no way affect your eligibility; however, not returning the form will delay the processing of your application.

American Indian or Alaskan Native % _____	Persons having origins in any of the tribal people of North America, and who maintain cultural identification through tribal affiliation or community recognition.
Asian / Pacific Islander % _____	Persons having origins in any of the original peoples of the far east, Southeast Asia, Pacific Islands, or the Indian Subcontinent. This includes China, Japan, Korea, The Philippines, and Samoa.
Black % _____	Persons having origins in any of the black racial groups of Africa.
Hispanic % _____	Persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.
White % _____	Person having origins in any of the original people of Europe, North Africa, or the Middle East.
Other % _____	(Specify) _____

Print Name _____

Title _____

Signature _____

Date _____

**Certifications and Agreements including Terms, Conditions, Reservations and Restrictions to be included
On Agency Issued or Distribution Documents**

A) The Donee Certifies That:

- 1) It is a public agency; or an approved non-profit institution or organization, exempt from taxation under Section 501 of the Internal Revenue Code of 1986; within the meaning of Section 203(j) of the Federal Property and Administrative Services Act of 1949, as amended, and the regulations of the General Services Administration (GSA).
- 2) The property is needed and will be used by the recipient for carrying out for the residents of a given political area one or more public purposes, or, if a nonprofit tax-exempt institution or organization or 8(a) business, the property is needed for and will be used by the recipient for educational or public health purposes, or for programs for older individuals, or for business purposes. The property is not acquired for any other use or purpose, or for sale or other distribution; or for permanent use outside the State, except with prior approval of the CSASP.
- 3) Funds are available to pay any and all costs and charges incidental to the receipt of surplus property, and that property is not being acquired for any other use(s) or purpose(s), is not for sale. The fee schedule is available upon request from the CSASP.
- 4) Any transaction shall be subject to the nondiscrimination regulations governing the donation of federal surplus personal property issued under Title VI of the Civil Rights Act of 1964 (41 USC 2000d-2000d-4a), as amended, section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, section 303 of the Age Discrimination Act of 1975, and the Civil Rights Restoration Act of 1987.
- 5) If the Donee is designated by the Federal Small Business Administration 8(a) Program as a socially and economically disadvantaged small business and the SBA and CSASP have both determined the Donee is eligible to receive federal surplus property as a donation, the Donee certifies that the property acquired is needed and will be used solely for the conduct of the Donee's business enterprise: and the Donee certifies to A. (3), (4) and (5),

B) The Donee Agrees to the Following Federal Conditions:

- 1) All items of property, other than items with a unit acquisition cost of \$5000 or more and passenger motor vehicles, regardless of acquisition cost, shall be placed in use for the purpose(s) for which it was acquired within one year or receipt, and shall be placed in continuous use for one year from the date the property was placed in use. In the event the Donee does not place the property in use, or continuous use, the Donee shall immediately notify the CSASP, and, at the Donee's expense, make the property available for transfer or other disposal as directed by the CSASP.
- 2) Special handling or use limitations as are imposed by Federal GSA on any item(s) under which the item(s) are being allocated to the Donee.
- 3) In the event the Donee does not use the property as required by Sections C (1) and (2) below, at the option of the GSA, title and right to the possession of such property shall revert to the United States of America and, upon demand, the Donee shall release such property to such person as GSA or its designee shall direct.

C) The Donee Agrees to the Following Conditions Applicable to Items with a Unit Acquisition Cost of \$5,000 or More and Passenger Motor Vehicles, Regardless of Cost. Except Vessels 50 Feet or More in Length and Aircraft Regardless of Acquisition Cost:

- 1) The property shall be placed in use within one year of receipt, and shall be used only for the purpose(s) for which it was acquired and for no other purpose(s).
- 2) There shall be a period of restriction which will expire after such property has been used for the purpose(s) for which it is acquired for a period of 18 months from the date the property is placed in use, except for such item(s) of major equipment for which the CSASP designates a further period of restriction.
- 3) In the event the property is not so used as required by Sections C (1) and (2), at the option of the CSASP, title and right to the possession of such property shall, at the option of the CSASP, revert to the State of California, and the Donee shall release such property to such person as the CSASP shall direct.

D) The Donee Agrees to the Following Terms, Reservations and Restrictions:

- 1) From the date it receives the property and throughout the time period(s) imposed by Sections B and C (as applicable) remain in effect, the Donee shall not sell, trade, lease, lend, bail, cannibalize, encumber, or otherwise dispose of such property, or remove it permanently, for use outside the State of California, without the prior approval of GSA or the CSASP. The proceeds from any sale, trade, lease, loan, bailment, encumbrance or other disposal of the property, when the GSA or the CSASP authorizes such action, shall be remitted promptly by the Donee to GSA or the CSASP, as applicable. If the Donee takes action in ignoring or disregarding the foregoing restrictions after the date the Donee received the property and before expiration of the time periods imposed by Sections C or D as applicable, at the option of the GSA or the CSASP, the Donee shall pay to the GSA or the CSASP any proceeds derived from the disposal, and/or the fair market or rental value of the property at the time of such unauthorized disposal as determined by the GSA or the CSASP as applicable.
- 2) If at any time, from the date the Donee receives the property throughout the time periods by Sections B and C as applicable, the Donee determines that some or all of the property is no longer suitable, usable, or further needed for the purpose(s) for which it was acquired, the Donee shall promptly notify the CSASP and shall, as directed by the CSASP, return the property to the CSASP, or release the property to another Donee or another state agency, or a department or agency of the United States, or sell or otherwise dispose of the property. The Donee shall remit the proceeds from the sale promptly to the CSASP.
- 3) The Donee shall make reports to the CSASP which shall state the use, condition, and location of the property, and shall report on other pertinent matters as may be required from time to time by the CSASP.
- 4) At the option of the CSASP, the Donee may abrogate the conditions set forth in Section B and the terms, reservations and restrictions pertaining in Section D by payment of an amount as determined by the CSASP.

E) The donee Agrees to the Following Conditions, Applicable to all Items of Property:

- 1) The property acquired by the Donee is on an "As Is," "where is" basis, without warranty of any kind.
- 2) If the Donee carries insurance against damages to or loss of property due because of fire or other hazards, and the damage to, loss or destruction to donated property with unexpired terms, conditions, reservations or restrictions, occurs, the CSASP will be entitled to reimbursement from the Donee out of the insurance proceeds, in an amount equal to the unamortized portion of the fair value of the damaged or destroyed donated property.

F) Terms, conditions, reservations and restrictions set forth in the Conditional Transfer Document executed by the authorized Donee representative are applicable to the donation of Aircraft and Vessels of 50 Feet or more in length having an acquisition cost of \$5,000 or more in length or more, regardless of the purpose for which acquired.

SIGNATURE: _____

DATE: _____

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

This certification is required by the General Services Administration regulations implementing Executive Order 12549-41 CFR 105-68 – for all lower tier transactions meeting the requirements stated at 41 CFR 105-68.110.

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department of agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage section of rule implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitation for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

NAME OF DONEE APPLICANT

GEORGETOWN FIRE PROTECTION DISTRICT

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

GLENN W. BROWN / FIRE CHIEF

SIGNATURE

Glenn W. Brown

DATE

Application Checklist

Government and Special Districts

- State Agency
- County
- City
- Public School / District (College's, Universities)
- Special District (Water Districts, Cemetery's, Utilities)

Name of Organization: GEORGETOWN FIRE PROTECTION DISTRICT

Contact Name: GLEN BROWN

Contact Name: Phone Number/Email Address:
(530) 333-4111

Form 201 – Application	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Form 202 – Resolution with Board Minutes (When Applicable)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Form 203 – Non-Discrimination Certification	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Form 204 – Racial Demographic and National Origins of all Persons within your service Area (https://factfinder.census.gov)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Debarment Form	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Sign and Date Terms and Conditions	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Proof of State/Public Agency Status (Listing in State Directory etc.)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Current CBEDS or WASC (if applicable) (https://dq.cde.ca.gov/dataquest/)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Wish List printed on letterhead. Provide details of property requested that fit the business model.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Return Completed Original Application to: Federal Surplus Property Program 1700 National Drive Sacramento, CA 95834 (Please maintain a copy for your records)	Yes <input type="checkbox"/>	No <input type="checkbox"/>

- Supporting documents are required to be current to maintain eligibility. Please update lease agreements and licensing documents no later than Sixty (60) days prior to their respective expiration.

Notes:

Reviewed by:	Date:
Approved: Yes <input type="checkbox"/> No <input type="checkbox"/>	Expires:
Donee Number:	Billing Code:

7 D



LOCAL AGENCY FORMATION COMMISSION
550 Main Street, Suite E. Placerville, CA 95667
(530) 295-2707 · lafco@edlafco.us · www.edlafco.us

March 31, 2023

Subject: Election of a Regular and Alternate Special District Representative to LAFCO

Dear Special District Selection Committee,

Thank you for submitting nominations for LAFCO Special District representatives. Please note there are two seats up for election, a Regular and Alternate seat, each will serve a four-year term, beginning June 2023 and ending May 2027. The nomination period is now closed, nominations have been received for the following candidates:

- 1) Michael Saunders, Georgetown Divide Public Utility District
- 2) Tim White, El Dorado Hills County Water District (EDH Fire)

An election ballot and a copy of each candidate's nomination and statement of qualifications is enclosed with this letter. Please place this matter on the agenda of your next regularly scheduled meeting.

Please rank each nominee in the order of preference using "1" for your first preference, "2" for second. There are two seats that are up for election and two nominees, therefore, whomever receives the highest number of votes in this election will serve as the Regular member, the second candidate will serve as the Alternate member.

The voting period will be 61 days from March 31, 2023; all votes are due in writing on or before **5:00 pm on May 31, 2021**. Voting will cease on this date. Please do not forget to have the presiding officer (Board President or Chair) of the board meeting in which you made your selection sign the returned ballot. **If any of these requirements are not met, the ballot will be considered invalid.**

Please contact the LAFCO office at (530) 295-2707 if you have any questions.

Sincerely,

shiva frentzen

Shiva Frentzen
Executive Officer

Enclosures

S:\Elections\2023 Special District Election\2023 SDE Ballots\2023 Special District Election Letter.docx

COMMISSIONERS

Public Member: Bill Wilde • Alternate Public Member: Dawn Hodson

City Members: John Clerici, Tamara Wallace • Alternate City Member: Vacant

County Members: John Hidahl, George Turnboo • Alternate County Member: Wendy Thomas

Special District Members: Brian Veerkamp, Timothy J. White • Alternate Special District Member: Michael Saunders

STAFF

Shiva Frentzen, Executive Officer • Erica Sanchez, Assistant Executive Officer

Malathy Subramanian, Commission Counsel



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ELECTION BALLOT

Special District Representatives to LAFCO Regular and Alternate Seat

The election ends on May 31, 2023 at 5:00 p.m.

Rank the nominees in preferential order, "1" being the first preference, "2" being the second. The highest ranked candidate will win the Regular seat, the second will win the Alternate seat.

Name, District	Ranking
Michael Saunders, Georgetown Divide Public Utility District	1 2
Tim White, El Dorado Hills County Water District (EDH Fire)	1 2
District has decided not to vote in this election please circle →	NO VOTE

**Please return this ballot with or without a vote.
 If you choose NO VOTE, the presiding officer's signature is still required.**

NAME OF VOTING DISTRICT:

SIGNATURE OF PRESIDING OFFICER:

Note: Presiding Officer is the Chair/President. Any other signature invalidates this ballot.

PRINTED NAME OF PRESIDING OFFICER (Required):

AGENDA ATTACHED (Optional): Yes _____ No _____

Email to: lafco@edlafco.us
or
Mail to: El Dorado LAFCO
550 Main Street, Suite E
Placerville, CA 95667



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SPECIAL DISTRICT NOMINATION

Special District Representative to LAFCO

Position	Nominee's Name	Originating District
Special District Representative	Michael Saunders	Georgetown Divide Public Utilities District

SIGNATURE OF PRESIDING OFFICER: *Mitch MacDonald*
 (Original Signature Required)

Note: Presiding Officer is the Chair/President. Any other signature invalidates this ballot, unless accompanied by Meeting Minutes designating an alternate.

PRINTED NAME OF PRESIDING OFFICER: Mitch MacDonald
 (Required)

NAME OF NOMINATING DISTRICT: Georgetown Divide Public Utilities District

MINUTES ATTACHED (Optional): Yes No

Nominations must be received by LAFCO before
5:00 p.m. on March 30, 2023

Return to:

**El Dorado LAFCO
 550 Main Street, Suite E
 Placerville, CA 95667**

lafco@edlafco.us

S:\Elections\2023 Special District Election\2023 SDE Nomination Memo & Ballot\2023 SDE Nomination Ballot.docx

COMMISSIONERS

Public Member: Bill Wilde • Alternate Public Member: Dawn Hodson
 City Members: John Clerici, Tamara Wallace • Alternate City Member: Vacant
 County Members: John Hidahl, George Turnbo • Alternate County Member: Wendy Thomas
 Special District Members: Brian Veerkamp, Timothy J. White • Alternate Special District Member: Michael Saunders
 STAFF
 Shiva Frentzen, Executive Officer • Erica Sanchez, Assistant Executive Officer
 Malathy Subramanian, Commission Counsel

RESOLUTION NO. 2023-13
OF THE BOARD OF DIRECTORS OF THE
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
NOMINATING A REPRESENTATIVE TO
THE LOCAL AGENCY FORMATION COMMISSION

WHEREAS, the El Dorado Local Agency Formation Commission (LAFCO) is a state maned local agency composed of seven regular Commissioners, two of whom represent independent special districts; and

WHEREAS, the LAFCO Special District Selection Committee is conducting an election of a Special District representative to serve a four-year term, beginning May 2023 and ending May 2027; and

WHEREAS, the Georgetown Divide Public Utility District (GDPUD) has been invited to nominate a representative to LAFCO by March 30, 2023; and

WHEREAS, the Board of Directors previously nominated Director Michael Saunders to fill an open seat on January 12, 2021; and

WHEREAS, Director Saunders has again expressed an interest in representing Special Districts on LAFCO and has submitted his Statement of Qualifications (Attached); and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT THAT Director Michael Saunders is nominated as a Special District representative to LAFCO and directs the General Manager to submit the Nomination Form and Statement of Qualifications by March 30, 2023.

PASSED AND ADOPTED by the Board of Directors of the Georgetown Divide Public Utility District at a meeting of said Board held on the 14th day of March 2023, by the following vote:

AYES: Stovall, Saunders, Thornbrough, Seaman, MacDonald

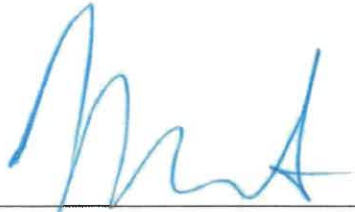
NOES: NONE.

ABSENT/ABSTAIN: NONE.



Mitch MacDonald, President, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

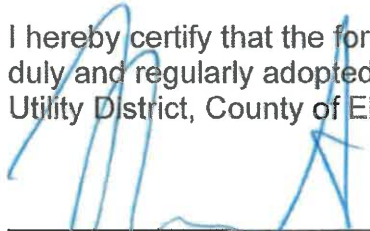
Attest:



Nicholas Schneider, Clerk and Ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

CERTIFICATION

I hereby certify that the foregoing is a full, true, and correct copy of Resolution 2023-13 duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on this 14th day of March 2023.



Nicholas Schneider, Clerk and Ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

ATTACHMENT

1. Saunders Statement of Qualifications

Statement of Qualifications

March 2023

I am currently serving on the Georgetown Divide Public Utility District Board of Directors. I have been on the Board since 2018 during that time I have served as Treasurer, Vice-President, and President of the Board; I currently am the Legislative Liaison. I represent the District on the Executive Committee for the Regional Water Authority and I am also on the Region 3 Board for the Association of California Water Agencies. I have been a member of various workgroups for the State with the Department of Water Resources working on recommendations and guidelines for the various water use efficiency standards and agency reporting requirements for water shortages, and the new water annual supply and demand report.

I am currently the Alternate Special District Representative on El Dorado LAFCO serving since 2019. During my time on LAFCO, my committee work has included the Ad hoc Budget Committee, Ad Hoc Grand Jury Committee, Small Water District MSR Review Committee, and the Executive Officer Recruitment Committee. I have been engaged and involved at the local level and have participated at the State level with CaLAFCO.

I bring my knowledge and experience of Special Districts and governance to LAFCO. I will continue to work with staff and electeds to ensure their agencies are accurately reflected in their municipal service reviews. I will strive to make sure as a Commissioner that LAFCO decisions allow for transparency, that LAFCO will share and communicate all information, and work with agencies, boards, and communities in the evaluation and promotion of the efficient provision of services within El Dorado County. If re-elected, I will continue to be a resource to our Special District members, agencies, the community, and the public. I humbly ask for your vote to continue to represent Special Districts on the El Dorado LAFCO Commission.

Thank you,

Michael Saunders,
Board of Directors
Georgetown Divide Public Utility District

Alternate Commissioner, Special District Member
El Dorado LAFCO



LOCAL AGENCY FORMATION COMMISSION
 550 Main Street, Suite E. Placerville, CA 95667
 (530) 295-2707 · lafco@edlafco.us · www.edlafco.us

SPECIAL DISTRICT NOMINATION

Special District Representative to LAFCO

Position	Nominee's Name	Originating District
Commissioner	Timothy White	El Dorado Hills County Water District

SIGNATURE OF PRESIDING OFFICER: _____

(Original Signature Required)

Note: Presiding Officer is the Chair/President. Any other signature invalidates this ballot, unless accompanied by Meeting Minutes designating an alternate.

PRINTED NAME OF PRESIDING OFFICER: John Giraudo
(Required)

NAME OF NOMINATING DISTRICT: El Dorado Hills County Water District

MINUTES ATTACHED (Optional): Yes No

Nominations must be received by LAFCO before

5:00 p.m. on March 30, 2023

Return to:

**El Dorado LAFCO
 550 Main Street, Suite E
 Placerville, CA 95667**

lafco@edlafco.us

S:\Elections\2023 Special District Election\2023 SDE Nomination Memo & Ballot\2023 SDE Nomination Ballot.docx

COMMISSIONERS

Public Member: Bill Wilde • Alternate Public Member: Dawn Hodson
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STAFF

Shiva Frentzen, Executive Officer • Erica Sanchez, Assistant Executive Officer
 Malathy Subramanian, Commission Counsel

EL DORADO HILLS COUNTY WATER DISTRICT

EIGHT HUNDRED SIXTY FIRST MEETING OF THE BOARD OF DIRECTORS

Thursday, February 16, 2023, 5:30 p.m.

District Office, 1050 Wilson Boulevard, El Dorado Hills, CA 95762

I. CALL TO ORDER

President Giraudó called the meeting to order at 5:30 p.m. Directors in attendance: Bennett, Durante, Giraudó, Hartley, and White. Staff in attendance: Chief Johnson and Director of Finance Braddock. Counsel Cook was also in attendance.

II. CLOSED SESSION

- A. Closed Session pursuant to Government Code Section 54956.8, Real Property Negotiations; upcoming expiration/potential extension/alternatives to current lease of Career Development Center; 4697 Golden Foothill Pkwy, El Dorado Hills, CA 95762 (APN: 117-100-009-000); District Negotiator: Bob Kuhl (KW Commercial) and Chief Johnson; Property owner's Representative: Cole Sweatt (Tri Commercial)**
- B. Closed Session pursuant to Government Code Section 54957.6; Conference with Labor Negotiators; Agency Designated Representatives: Finance Committee, Directors Giraudó and White, Chief Johnson; Employee Organization: El Dorado Hills Professional Firefighters, Local 3604; Discuss Local 3604's written request to meet and confer**
- C. Closed Session pursuant to Government Code Section 54956.9(D)(1): Conference with legal counsel regarding existing litigation: Thomas and Helen Austin v. The County of El Dorado, et. al.; El Dorado County Superior Court Case No. 21050633**

The Board adjourned to closed session at 5:30 p.m.

The meeting reconvened at 6:11 p.m. No action was taken in Closed Session.

III. PLEDGE OF ALLEGIANCE

IV. CONSENT CALENDAR

- A. Approve Minutes of the 859th Board meeting held January 19, 2023**
- B. Approve Financial Statements and Check Register for January 2023**

Director Durante made a motion to approve the Consent Calendar, seconded by Director White and unanimously carried.

V. PRESENTATION

- A. Presentation by former volunteer Lieutenant, Bob Grant – Item taken after Item VI-B. Bob Grant, former Department volunteer, presented some information and a memory book about the Department's history.**

excellent additions to the Department. He also highlighted an incident where the crews provided superior customer service.

XII. COMMUNITY RISK REDUCTION REPORT

- A. CRRD Report** – Chief Fields reported the activity from the CRR Division for January.

XIII. FISCAL ITEMS

XIV. NEW BUSINESS

- A. Approve Board member registration and travel to 2023 training conferences** – Director of Finance Braddock presented a list of educational opportunities for the Board members and requested approval for the Board members to attend and be reimbursed for applicable travel expenses.

Director Bennett made a motion to Board member registration and travel to 2023 training conferences, seconded by Director White and unanimously carried.

- B. LAFCO Special District Nomination** – Director White requested the Board's support and nomination for the LAFCO Special District seat.

Director Durante made a motion to nominate Tim White to fill the LAFCO Special District representative seat, seconded by Director Bennett and unanimously carried.

- C. Review and approve Resolution 2023-01 of appreciation for retired El Dorado County CAO Don Ashton** – Chief Johnson reported that El Dorado County CAO Don Ashton has retired and he is requesting approval of a resolution of appreciation to present to him.

Director White made a motion to approve Resolution 2023-01 of appreciation for retired El Dorado County CAO Don Ashton, seconded by Director Durante and unanimously carried.

XV. OLD BUSINESS

- A. Training Facility Update** – Chief Hall reported that the training facility project is on schedule, on budget and the progress is amazing to watch.
- B. EDHCSD/EDHFD 2x2 update (Directors Bennett and Durante)** – No report.
- C. Review and approve updated Master Services Agreement with PBK-WLC Architects** – Chief Johnson stated that WLC Architects merged with PBK Architects, and the original Master Services Agreement has expired. Staff is asking the Board to approve an updated Master Services Agreement.

Director White made a motion to approve updated Master Services Agreement with PBK-WLC Architects, seconded by Director Durante and unanimously carried.

Timothy J. White

Nominee, El Dorado County Special District Representative

El Dorado County LAFCO

Statement of Qualifications

I am currently one of the two Special District Commissioners on the El Dorado Local Agency Formation Commission (LAFCO) and have been nominated by my fellow directors at the El Dorado Hills Fire Department (EDHFD), as well as the Board of Directors of the El Dorado Hills Community Services District, to run for re-election for a full 4-year term as a Special District Commissioner.

My qualifications and background information are as follows:

- EDHFD Board of Directors- December 2018-present. Vice-president 2020, President 2021. Have served, or am serving on, the following Board Committees:
 - Finance
 - Strategic Planning
 - Joint Powers Authority
 - Ambulance Deployment
 - Community Risk Reduction Services
- El Dorado Hills Area Planning Advisory Committee (APAC) - voting member- 2015-present. Chair- 2016 and 2017. Vice Chair-2018-present. APAC is a volunteer group of residents that review proposed residential and commercial developments in the El Dorado Hills area and provide comments and written reports addressing resident concerns on those projects to the El Dorado County Planning Commission and the El Dorado County Board of Supervisors.
- Appointed as an alternate member by the El Dorado County Board of Supervisors to the 2022-2023 Charter Review Committee.
- UCCE Master Gardener of El Dorado County since 2016.
- I am a native Californian, a graduate of the University of San Francisco and of the University of Los Angeles School of Law. Practiced law for 30 years concentrating in business-financial law, with an emphasis in international transactions.

As a LAFCO Commissioner since January 2022, I have supported and encouraged efforts to make LAFCO more efficient and cost-effective, particularly with respect to oversight of Special Districts. I have the time, interest, and ability to serve as an effective LAFCO Commissioner. I listen to others, respect differing opinions, and will work collaboratively with everyone to ensure our common goal of El Dorado County being a desirable place to live.

I will continue to represent the Special Districts in El Dorado County by making sure that we have a voice in the LAFCO process- that our various unique and specific interests are heard.

7 E

GEORGETOWN FIRE PROTECTION DISTRICT

ORDINANCE NO. 2022-01

BE IT ORDAINED BY THE BOARD OF DIRECTORS OF THE PIONEER FIRE PROTECTION DISTRICT AS FOLLOWS:

An ordinance of the Georgetown Fire Protection District (GFPD) adopting the 2022 Edition of the *California Fire Code*, incorporating the 2021 Edition of the *International Fire Code*, regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials, and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises in the GFPD; providing for the issuance of permits and collection of fees therefor; Repealing Ordinance No. 2019-01 of the GFPD and all other ordinances and parts of the ordinances in conflict therewith.

Be it ORDAINED by the Board of Directors of the GFPD, also known as the GEORGETOWN FIRE PROTECTION DISTRICT:

Section 1: **FINDINGS OF FACTS**

Section 2: **ADOPTION OF CODE WITH EXCLUSIONS**

Section 3: **LOCAL AMENDMENTS**

Section 4: **CONFLICT**

Section 5: **SEVERABILITY**

Section 6: **EFFECTIVE DATE AND PUBLICATION**

SECTION 1: FINDINGS OF FACTS

The GFPD makes certain changes (listed below) to the *California Fire Code*, 2022 Edition, pursuant to *Health & Safety Code Sections 13869.7, 17958.5, 17958.7, and 18941.5* during this code adoption process. Such changes are necessary because of local climatic, geological, and/or topographical conditions. The GFPD has adopted, pursuant to *Section 18941.5* of the *California Health & Safety Code*, the findings of facts relative to these conditions by Resolution #2019-10 of the GFPD dated September 19, 2019.

SECTION 2: ADOPTION OF CODE WITH EXCLUSIONS

The GFPD adopts the 2022 *California Fire Code, Title 24, Part 9, in its entirety*, including Appendices, incorporating those sections of the *International Fire Code, 2021* edition not adopted by the state, with the exclusions listed below:

Exclusions: 103, 309, 311.5, 311.6, 318, 403.3, 403.5, 403.8, 403.10, 403.11, 404, 406, 903.3.1.2, 904.1.1, 1103.1, 1103.3-1103.4, 1103.6, 1105, Chapter 26, D104.2 (Exception only), D106.1 (Exception only), D107.1 (Exceptions only), Appendix A, Appendix G, Appendix J, Appendix K, Appendix L, Appendix M, Appendix N, Appendix O.

Appendices not adopted can be used for reference in enforcing other sections of the 2022 *California Fire Code*.

SECTION 3: AMENDMENTS TO THE 2022 CALIFORNIA FIRE CODE

The following Sections are hereby amended or added:

Chapter 1

SECTION 101.1 "TITLE" SHALL BE AMENDED AS FOLLOWS:

Section 101.1 TITLE. These regulations shall be known as the Fire Code of *GFPD*, hereinafter referred to as "this code."

SECTION 105.5 "REQUIRED OPERATIONAL PERMITS" IS AMENDED AS FOLLOWS:

Section 105.5 Required operational permits. The fire code official is authorized to issue operational permits for the operations set forth in Sections 105.5.2 through 105.5.525.

SECTION 105.5.55 "AUTOMOBILE WRECKING YARDS" IS ADDED AS FOLLOWS:

Section 105.5.55 Automobile wrecking yards. *An operational permit is required for the operation of automobile wrecking yards.*

SECTION 105.6 "REQUIRED CONSTRUCTION PERMITS" IS AMENDED AS FOLLOWS:

Section 105.6 required construction permits. The fire code official is authorized to issue construction permits for work as set forth in sections 105.6.1 through 105.6.246.

SECTION 105.6.25 "AUTOMOBILE WRECKING YARDS" IS ADDED AS FOLLOWS:

Section 105.6.25 Automobile wrecking yards. *Construction permits are required for the installation of or modification of automobile wrecking yards.*

SECTION 105.6.26 "TRAFFIC CALMING DEVICES" IS ADDED AS FOLLOWS:

105.6.26 Traffic calming devices. Construction permits are required for the installation or modification of traffic calming devices.

SECTION 107.5 “PERMIT, PLAN REVIEW AND INSPECTION FEES” SHALL BE ADDED AS FOLLOWS:

Section 107.5 Permit. A schedule of fees adopted by the district board of directors for plan review, inspections, and the issuance of permits by the District may be found in the most current district fee schedule (Health & Safety Code 17951).

SECTION 107.5.1 “COST RECOVERY FEES” SHALL BE ADDED AS FOLLOWS:

Section 107.5.1 Cost Recovery Fees. Fire service fees may be charged to any person, firm, corporation, or business that, through negligence, violation of the law, or as a result of carelessness, is responsible for the cause of the District to respond to the scene of an incident. A district board may charge a fee to cover the cost of any service which the District provides or the cost of enforcing any regulation for which the fee is charged (Health & Safety Code 13916). The fee shall not exceed the actual cost of suppressing the fire and/or responding to the scene of an incident.

SECTION 107.7 “ADMINISTRATIVE COSTS” SHALL BE ADDED AS FOLLOWS:

Section 107.7 Administrative Costs. When a test or inspection is scheduled, and the contractor fails to perform to the satisfaction of the authority having jurisdiction (AHJ), the AHJ may bill the contractor for actual time spent traveling to and from the test/inspection location and the time spent at the test/inspection site as well as administrative costs.

SECTION 111.5 “APPEAL PROCEDURES AND TIMELINES” SHALL BE ADDED AS FOLLOWS:

Section 111.5 Appeal Procedures and Timelines. Any person or entity who believes they may be adversely affected by an order, decision, or determination made by the fire code official through a written notice may appeal this matter within 15 calendar days of the postmark on the notice. All such appeals shall be filed in writing with the Secretary of the Governing Board for the District. A timely appeal shall stay further action by the fire code official until the matter is determined by the Appeal Board as outlined in Section 109.2 unless the issue poses an imminent fire or life safety hazard to members of the public. The fire code official shall notify the appellant by certified mail of the date and time of such hearing. The hearing shall be scheduled to take place no sooner than 20 calendar days from the date shown on the certified mail. The appellant shall have the right to appear in person or by agent at the hearing and present oral, written, and/or photographic evidence to the Appeal Board.

SECTION 112.4 “VIOLATION PENALTIES” SHALL BE AMENDED AS FOLLOWS:

Section 112.4 Violation Penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair, or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of a *misdemeanor or infraction*, at the discretion of the prosecuting attorney or agency, punishable by a fine not more than \$100.00 for a first violation; A fine not exceeding \$500.00 for a second violation of

the same provision within one year; A fine not exceeding \$1000.00 for each additional violation of the same provision within one year, or by imprisonment not exceeding 180 days, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense. (Health & Safety Code Sections 13145 and 17995).

SECTION 112.4.2 "CITATIONS" SHALL BE ADDED AS FOLLOWS:

Section 112.4.2 Citations. *The Fire Chief, or his/her duly authorized representative, may issue citations for infractions or misdemeanor violations of this code pursuant to Section 13871 of the Health & Safety Code of the State of California and Chapter 5c (commencing with Section 853.6) of Title 3 of Part 2 of the Penal Code of the State of California.*

SECTION 113.4 "FAILURE TO COMPLY" SHALL BE AMENDED AS FOLLOWS:

Section 113.4 Failure to Comply. *Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be punishable by a fine or imprisonment or both as described in Section 112.4 (Health & Safety Code Sections 13145 and 17995).*

Chapter 2

SECTION 202 "CAMPFIRE" SHALL BE ADDED AS FOLLOWS:

CAMPFIRE. *A fire that is used for cooking, personal warmth, lighting, or aesthetic purposes.*

SECTION 202 "DISTRICT" SHALL BE ADDED AS FOLLOWS:

DISTRICT. *The District and all other areas within the exterior boundaries thereof now or hereafter established.*

SECTION 202 "DRIVEWAY" SHALL BE ADDED AS FOLLOWS:

DRIVEWAY. *A vehicular access that serves up to two (2) parcels with no more than two (2) residential units and any number of non-commercial or industrial buildings on each parcel.*

SECTION 202 "EXECUTIVE BODY" SHALL BE ADDED AS FOLLOWS:

EXECUTIVE BODY. *The Board of Directors of the District.*

SECTION 202 "FIRE CHIEF" SHALL BE ADDED AS FOLLOWS:

FIRE CHIEF. *The Chief Executive Fire Officer of the Fire department/district serving the jurisdiction or a duly authorized representative.*

SECTION 202 "FIRE HAZARD" SHALL BE ADDED AS FOLLOWS:

FIRE HAZARD. *Any condition, arrangement, or act which will increase, or may cause an increase of, the hazard or menace of fire to a greater than customarily recognized as normal*

by-persons in the public service of preventing, suppressing, or extinguishing fire; or which may obstruct, delay, or hinder, or may become the cause of obstruction, delay or hinderance to the prevention, suppression, or extinguishment of fire.

SECTION 202 "OPEN BURNING" SHALL BE AMENDED AS FOLLOWS:

OPEN BURNING. The burning of materials wherein products of combustion are emitted directly into the ambient air without passing through a stack or chimney from an enclosed chamber. Open burning does not include road flares, smudge-pots and similar devices associated with safety or occupational uses typically considered open flames. For the purpose of this definition, a chamber shall be regarded as enclosed when, during the time combustion occurs, only apertures, ducts, stacks, flues or chimneys necessary to provide combustion air and permit the escape of exhaust gas are open.

Open burning shall also include campfires, bonfires, portable outdoor fireplaces, ceremonial fires, and recreational fire as defined in the Fire Code.

Exception:

1. *UL or ASMI listed LPG or natural gas outdoor flame devices, such as gas BBQ's or gas fire pits that comply with the Fire Code.*
2. *For one-or two-family dwellings, fixed or portable outdoor flame devices that meet the following:*
 - a. *Devices shall comply with the Fire Code.*
 - b. *Devices shall be used per the manufacturer's specifications.*
 - c. *Minimum 10-foot clearance from device to all flammable material and vegetation.*
 - d. *No burning shall be conducted during high or extreme fire weather conditions (e.g., National Weather Service Red Flag Warnings).*
3. *Campfires on private lands. Where required by the fire code official, a permit shall be issued by the fire code official.*
4. *Ceremonial and/or religious burning with the following safety measures:*
 - a. *Maximum 4-foot x 4-foot burn area.*
 - b. *Minimum 10-foot clearance from the edge of the burn area to all flammable material and vegetation.*
 - c. *An approved water supply is located within 500 feet of the burn area.*
 - d. *The burn area is located no less than 30 feet from adjoining property lines.*
 - e. *An adult is present with a shovel until the fire is extinguished.*
 - f. *No burning shall be conducted during high or extreme fire weather conditions (e.g., National Weather Service Red Flag Warnings).*

SECTION 202 "TRAINED CROWD MANAGER" SHALL BE ADDED AS FOLLOWS:

TRAINED CROWD MANAGER. *Standby personnel, usually security guard or usher personnel, who are trained in the proper procedure to exit people from a tent or other place of public assemblage in an orderly and calm fashion in the event of an emergency*

Chapter 3

SECTION 302.1 “DEFINITIONS” SHALL BE AMENDED AS FOLLOWS:

3D PRINTER.

ADDITIVE MANUFACTURING.

BONFIRE.

CAMPFIRE.

HI-BOY.

HIGH-VOLTAGE TRANSMISSION LINE.

OPEN BURNING.

PORTABLE OUTDOOR FIREPLACE.

POWERED INDUSTRIAL TRUCK.

RECREATIONAL FIRE.

SKY LANTERN.

SECTION 307.4.4 “OPEN BURNING RESTRICTIONS” SHALL BE ADDED AS FOLLOWS:

Section 307.4.4 Open Burning Restrictions. *Open burning on all lands within the jurisdiction of the GEORGETOWN FIRE PROTECTION DISTRICT (GFPD), including the Local Response Area (LRA), is prohibited when the California Department of Forestry and Fire Protection (Cal Fire) issues a burn suspension in the State Responsibility Area (SRA). This prohibition shall be made effective 24-hours following its commencement in the SRA.*

Open burning is also prohibited on all lands within the jurisdiction of GFPD at any time the fire code official determines that atmospheric conditions or other local circumstances make such fires hazardous, including factors such as high winds, low fuel moisture, fire weather, the issuance of red flag warnings, the severe threat of wildland fire, or present risk of destruction by wildfire to life, wildlife, property, or natural resources.

Chapter 4

SECTION 401.2.1 “PRE-FIRE PLANS” IS ADDED AS FOLLOWS:

Section 401.2.1 Pre-fire plans. *Where required by the fire code official, a pre-fire plan shall be provided and approved by the fire code official for all new commercial structures.*

Chapter 5

SECTION 503.2.1 “DIMENSIONS” SHALL BE AMENDED AS FOLLOWS:

Section 503.2.1 Dimensions. *Fire apparatus access roads shall have an unobstructed width of not less than 20 feet (6096 mm), exclusive of shoulders, as measured from face of curb to face of curb, except for approved security gates in accordance with Section 503.6, and an*

unobstructed vertical clearance of not less than 15 feet. *Driveways shall have an unobstructed width of not less than 12 feet wide.*

SECTION 503.2.5 “DEAD ENDS” SHALL BE AMENDED AS FOLLOWS:

Section 503.2.5 Dead Ends. *Dead-end fire apparatus access roads and driveways in excess of 150 feet (45,720 mm) in length shall be provided with an approved area for turning around fire apparatus.*

SECTION 503.2.6 “BRIDGES AND ELEVATED SURFACES” SHALL BE AMENDED AS FOLLOWS:

Section 503.2.6 Bridges and Elevated Surfaces. *Where a bridge or an elevated surface is part of a fire apparatus access road, the bridge shall be constructed and maintained in accordance with AASHTO HB-17, the current El Dorado County Transportation Division Bridge Standard or Appendix D of the current California Fire Code, whichever is more restrictive. Bridges and elevated surfaces shall be designed for a live load sufficient to carry the imposed loads of fire apparatus. Vehicle load limits shall be posted at both entrances to bridges when required by the fire code official. Where elevated surfaces designed for emergency vehicle use are adjacent to surfaces that are not designed for such use, approved barriers, approved signs or both shall be installed and maintained where required by the fire code official.*

SECTION 503.3.1 “NO PARKING IN FIRE LANES” SHALL BE ADDED AS FOLLOWS:

Section 503.3.1 No Parking In Fire Lanes. *No person shall stop, park, or leave standing any vehicle, whether attended or unattended, except when necessary to avoid conflict with other traffic or in compliance with the directions of the Fire Chief, or his/her duly authorized representative, Peace Officer, or official traffic control device along the edge of any highway, at any curb, or in any location in a publicly or privately owned or operated off-street parking facility, designated as a fire lane by the District with jurisdiction over the area in which the place is located. The designation shall be indicated (1) by a sign posted immediately adjacent to, and visible from, the designated place clearly stating in letters not less than one inch in height that the place is a fire lane, (2) by outlining or painting the place in red and, in contrasting color, marking the place with the words “FIRE LANE,” which are clearly visible from a vehicle, or (3) by a red curb or red paint on the edge of the roadway upon which is clearly marked the words “FIRE LANE.”*

SECTION 503.3.2 “NO PARKING IN FRONT OF HYDRANTS” SHALL BE ADDED AS FOLLOWS:

Section 503.3.2 No Parking in Front of Hydrants. *No person shall stop, park, or leave standing any vehicle within 15 feet of a fire hydrant except as follows: (a) If the vehicle is attended by a licensed driver who is seated in the front seat and who can immediately move such vehicle in case of necessity, (b) If the vehicle is owned or operated by a fire department and is clearly marked as a fire department vehicle.*

SECTION 503.3.3 “FIRE LANES BASED ON ROAD WIDTH” SHALL BE ADDED AS FOLLOWS:

Section 503.3.3 Fire Lanes Based on Road Width. *Fire lanes shall be based on road width as required in Appendix D as amended by the District.*

SECTION 503.6 “SECURITY GATES” IS AMENDED AS FOLLOWS:

Section 503.6 Security Gates. The installation of security gates across a fire apparatus access road shall be approved by the fire code official *and shall comply with the District gate standard.* Where security gates are installed, they shall have an approved means of emergency operation. The security gates and the emergency operation shall be maintained operational at all times. Electric gate operators, where provided, shall be listed in accordance with UL 325. Gates intended for automatic operation shall be designed, constructed, and installed to comply with the requirements of ASTM F2200.

SECTION 505.1 “ADDRESS IDENTIFICATION” SHALL BE AMENDED AS FOLLOWS:

Section 505.1 Address Identification. *Addresses for new and existing buildings shall comply with the District address standard as approved by the fire code official.* The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be not less than 4 inches (102 mm) high with a minimum stroke width of 1/2 inch (12.7 mm). Where required by the fire code official, address identification shall be provided in additional approved locations to facilitate emergency response. access is by means of a private road and the building cannot be viewed from the public way, a monument, pole or other sign or means shall be used to identify the structure. Address identification shall be maintained.

SECTION 507.5.1 “WHERE REQUIRED” SHALL BE AMENDED AS FOLLOWS:

Section 507.5.1 Where Required. Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 150 feet from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains capable of supplying the required fire flow shall be provided where required by the fire code official.

Exceptions:

1. For Group R-3 and Group U occupancies, the distance requirement shall be 600 feet (183 m).

SECTION 509.3 “FIRE CONTROL ROOM” SHALL BE ADDED AS FOLLOWS:

Section 509.3 Fire Control Room. *Fire sprinkler risers, fire alarm control panels, solar photovoltaic power system rapid shutoff switches, and other fire detection, suppression, or similar control elements shall be located inside a single fire control room for the building. The fire control room shall have minimum dimensions of five feet by seven feet in size with a total usable area of not less than 35 square feet. The room shall be located within the building on an outside wall at a location approved by the Fire Code Official and shall be accessible from the exterior. An exterior access door with a clear width of not less than 32 inches and height of not less than 80 inches shall be provided for access into the room. A durable sign shall be affixed to the exterior of the door with the words “FIRE CONTROL ROOM” in letters not less*

than 4 inches in height. A key box complying with Section 506 shall be installed on the exterior side of the fire control room door opening.

The room must be capable of maintaining a minimum temperature of 40 degrees Fahrenheit. A clearance of 12 inches shall be provided from the fire sprinkler risers to any adjacent walls. This room can be a shared with other building utilities or fire protection equipment that is not incompatible. An approved cabinet or container shall be provided to store record plans of the fire sprinkler system and other fire protection equipment. This room shall not be used for any other storage.

Exception: One-and two-family dwellings, manufactured homes, or similar uses defined as either a Group R-3, R3.1, or R-4 occupancy.

SECTION 510.4.2.3 “STANDBY POWER” SHALL BE AMENDED AS FOLLOWS:

Section 510.4.2.3 Standby power. In-building, two-way emergency responder communication radio coverage systems shall be provided with dedicated standby batteries or provided with 2-hour standby batteries and connected to the facility generator power system in accordance with Section 1203. The standby power supply shall be capable of operating the in-building, two-way emergency responder communication coverage system at 100-percent system capacity for a duration of not less than 72 hours.

Chapter 9

SECTION 903.2 “WHERE REQUIRED” SHALL BE AMENDED AS FOLLOWS:

Section 903.2 Where Required. Approved automatic sprinkler systems *in new buildings and structures, when constructed or relocated within the jurisdiction, shall be provided in the locations* described in Sections 903.2.1 through 903.2.12 and Sections 903.2.14 through 903.2.23.

Exception: Agricultural buildings not under a special use permit used for commercial purposes.

SECTION 903.2.1.1 “GROUP A-1” SHALL BE AMENDED AS FOLLOWS:

Section 903.2.1.1 Group A. An automatic sprinkler system shall be provided throughout stories containing Group A-1 occupancies and throughout all stories from the Group A-1 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

1. The fire area exceeds 3,600 square feet.
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.
4. The fire area contains a multi-theater complex

SECTION 903.2.1.2 “GROUP A-2” SHALL BE AMENDED AS FOLLOWS:

Section 903.2.1.2 Group A-2. An automatic sprinkler system shall be provided throughout stories containing Group A-2 occupancies and throughout all stories from the Group A-2

occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

1. The fire area exceeds 3,600 square feet.
2. The fire area has an occupant load of 100 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.
4. The structure exceeds 3,600 square feet, contains more than one fire area containing a Group A-2 occupancy, and is separated into two or more buildings by fire walls of less than 4-hour fire-resistance rating without openings.

SECTION 903.2.1.3 "GROUP A-3" SHALL BE AMENDED AS FOLLOWS:

Section 903.2.1.3 Group A-3. An automatic sprinkler system shall be provided throughout stories containing Group A-3 occupancies and throughout all stories from the Group A-3 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

1. The fire area exceeds 3,600 square feet.
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.
4. The structure exceeds 3,600 square feet, contains more than one fire area containing exhibition and display rooms, and is separated into two or more buildings by fire walls of less than 4-hour fire-resistance rating without openings.

SECTION 903.2.1.4 "GROUP A-4" SHALL BE AMENDED AS FOLLOWS:

Section 903.2.1.4 Group A-4. An automatic sprinkler system shall be provided throughout stories containing Group A-4 occupancies and throughout all stories from the Group A-4 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

1. The fire area exceeds 3,600 square feet.
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.

SECTION 903.2.3 "GROUP E" SHALL BE AMENDED AS FOLLOWS:

Section 903.2.3 Group E. An automatic sprinkler system shall be provided for Group E occupancies as follows:

1. Throughout all Group E fire areas greater than 3,600 square feet in area.
2. The Group E fire area is located on a floor other than a level of exit discharge serving such occupancies.

Exception: In buildings where every classroom has not fewer than one exterior exit door at ground level, an automatic sprinkler system is not required in any area below the lowest level of exit discharge serving that area.

3. The Group E fire area has an occupant load of 300 or more.
4. In rooms or areas with special hazards such as laboratories, vocational shops and other such areas where hazardous materials in quantities not exceeding the maximum allowable quantity are used or stored.
5. Throughout any Group E structure greater than 3,600 square feet in area, which contains more than one fire area, and which is separated into two or more buildings by fire walls of less than 4-hour fire resistance rating without openings.
6. For public school, and state-funded construction projects see Section 903.2.19.
7. For public school campuses, Kindergarten through 12th grade, see Section 903.2.20

SECTION 903.2.4 "GROUP F-1" SHALL BE AMENDED AS FOLLOWS:

Section 903.2.4 Group F-1. An automatic sprinkler system shall be provided throughout all buildings containing a Group F-1 occupancy where one of the following conditions exists:

1. A Group F-1 fire area exceeds 3,600 square feet.
2. A Group F-1 fire area is located more than three stories above grade plane.
3. The combined area of all Group F-1 fire areas on all floors, including any mezzanines, exceeds 3,600 square feet.

SECTION 903.2.7 "GROUP M" SHALL BE AMENDED AS FOLLOWS:

Section 903.2.7 Group M. An automatic sprinkler system shall be provided throughout buildings containing a Group M occupancy where one of the following conditions exists:

1. A Group M fire area exceeds 3,600 square feet.
2. A Group M fire area is located more than three stories above grade plane.
3. The combined area of all Group M fire areas on all floors, including any mezzanines, exceeds 3,600 square feet.
5. The structure exceeds 3,600 square feet, contains more than one fire area containing a Group M occupancy, and is separated into two or more buildings by fire walls of less than 4-hour fire-resistance rating without openings.

SECTION 903.2.7.2 "GROUP M UPHOLSTERED FURNITURE OR MATTRESSES" SHALL BE AMENDED AS FOLLOWS:

Section 903.2.7.2 Group M Upholstered Furniture or Mattresses. An automatic sprinkler system shall be provided throughout a Group M fire area where the area used for the display and sale of upholstered furniture or mattresses exceeds 3,600 square feet.

SECTION 903.2.8.5 "MANUFACTURED HOMES" SHALL BE ADDED AS FOLLOWS:

Section 903.2.8.5 Manufactured Homes. *An automatic fire sprinkler system shall be required in all new manufactured homes and multi-family manufactured homes intended for use as a one-and two-family dwelling. The design and installation of such systems shall be in accordance with California Code of Regulations, Title 25, §4300.*

Exceptions:

1. *Manufactured homes located within an existing mobile home park complying with California Health and Safety Code, Division 13, Part 2.1 or 2.3.*
2. *Manufactured homes that do not exceed 1,200 square feet in size and serve as an accessory dwelling unit, as defined in Government Code Section 658502; when the existing primary residence on the property is not required to comply with California Residential Code Section R313.2.*
3. *Manufactured homes that do not exceed 320 square feet in size.*

SECTION 903.2.9 "GROUP S-1" SHALL BE AMENDED AS FOLLOWS:

Section 903.2.9 Group S-1. An automatic sprinkler system shall be provided throughout all buildings containing a Group S-1 occupancy where one of the following conditions exists:

1. A Group S-1 fire area exceeds 3,600 square feet.
2. A Group S-1 fire area is located more than three stories above grade plane.
3. The combined area of all Group S-1 fire areas on all floors, including any mezzanines, exceeds 3,600 square feet.
4. A Group S-1 fire area used for the storage of commercial motor vehicles where the fire area exceeds 3,600 square feet.

SECTION 903.2.10 "GROUP S-2" SHALL BE AMENDED AS FOLLOWS:

Section 903.2.10 Group S-2. An automatic sprinkler system shall be provided throughout buildings classified as parking garages where any of the following conditions exist:

1. Where the fire area of the enclosed parking garage, in accordance with Section 406.6 of the California Building Code, exceeds 3,600 square feet.
2. Where the enclosed parking garage, in accordance with Section 406.6 of the California Building Code, is located beneath other groups.

Exception: Enclosed parking garages located beneath Group R-3 occupancies.

3. Where the fire area of the open parking garage, in accordance with Section 406.5 of the California Building Code, exceeds 3,600 square feet.

SECTION 903.2.10.1 "COMMERCIAL PARKING GARAGES" SHALL BE AMENDED AS FOLLOWS:

Section 903.2.10.1 Commercial Parking Garages. An automatic sprinkler system shall be provided throughout buildings used for storage of commercial motor vehicles where the fire area exceeds 3,600 square feet.

SECTION 903.2.22 “GROUP B” SHALL BE ADDED AS FOLLOWS:

Section 903.2.22 Group B. *An automatic sprinkler system shall be provided throughout all buildings containing Group B occupancies where the fire area exceeds 3,600 square feet.*

SECTION 903.2.23 “GROUP F-2” SHALL BE ADDED AS FOLLOWS:

Section 903.2.23 Group F-2. *An automatic sprinkler system shall be provided throughout all buildings containing Group F-2 occupancies where the fire area exceeds 3,600 square feet.*

SECTION 903.6 “WHERE REQUIRED IN EXISTING BUILDINGS AND STRUCTURES” IS AMENDED AS FOLLOWS:

Section 903.6 Where Required In Existing Buildings and Structures. An automatic sprinkler system shall be provided in existing buildings and structures where required in Chapter 11 *and as follows:*

1. When there is a change in occupancy classification that results in an increased life safety or fire risk, as determined by the fire code official, and the structure exceeds 3,600 square feet, an automatic fire sprinkler system shall be installed throughout the building.
2. *In existing buildings 3,600 square feet or greater, other than one and two-family dwelling units, and agricultural buildings not under special use permit for commercial purposes, where the floor area of the building or structure is increased, such building or structure shall be made to conform to Section 903.2.*

Exception: *When the building increase is less than 500 square feet.*

3. *In existing buildings 3,600 square feet or less, other than one-and two-family dwelling units, and agricultural buildings not under special use permit for commercial purposes, where the floor area of the building or structure is increased to a total square footage over 3,600 square feet, such building or structure shall be made to conform to Section 903.2.*

Exception: *When the building increase is less than 500 square feet.*

SECTION 907.2. “WHERE REQUIRED – NEW BUILDINGS AND STRUCTURES” SHALL BE AMENDED AS FOLLOWS:

Section 907.2. Where Required – New Buildings and Structures. An approved fire alarm system installed in accordance with the provisions of this code and NFPA 72 shall be provided in new buildings and structures in accordance with Sections 907.2.1 through 907.2.30 and provide occupant notification in accordance with Section 907.5 unless other requirements are provided by another section of this code.

Not fewer than one manual fire alarm box shall be provided in an approved location to initiate a fire alarm signal for fire alarm systems employing automatic fire detectors or waterflow detection devices. Where other sections of this code allow the elimination of fire alarm boxes due to sprinklers or automatic fire alarm systems, a single fire alarm box shall be installed at a location approved by the enforcing agency.

Exceptions:

1. The manual fire alarm box is not required for fire alarm control unit systems dedicated to elevator recall control, supervisory service, and fire sprinkler monitoring.
2. The manual fire alarm box is not required for Group R-2 occupancies unless required by the fire code official to provide a means for fire watch personnel to initiate an alarm during a sprinkler system, impairment event. Where provided, the manual fire alarm box shall not be located in an area that is open to the public.
3. The manual fire alarm box is not required to be installed when approved by the fire code official.
4. *A fire alarm system is not required in one and two-family dwellings, agricultural buildings, and other occupancies classified as Group U not under special use permit and/or not used for commercial purposes (e.g., retail sales, food service, and/or special events).*
5. *Buildings with a floor area less than 500 square feet may be exempt, as determined by the fire code official based on building construction material and features, location, occupancy type, and distance to exposures.*

SECTION 907.2.1.4 "GROUP A UNDER 3,600 SQUARE FEET" SHALL BE ADDED AS FOLLOWS:

Section 907.2.1.4 Group A Under 3,600 Square Feet. *An approved fire alarm system shall be installed in all group A buildings with a floor area less than 3,600 square feet.*

SECTION 907.2.2.3 "GROUP B UNDER 3,600 SQUARE FEET" SHALL BE ADDED AS FOLLOWS:

Section 907.2.2.3 Group B Under 3,600 Square Feet. *An approved fire alarm system shall be installed in all group B buildings with a floor area less than 3,600 square feet.*

SECTION 907.2.3.11 "GROUP E UNDER 3,600 SQUARE FEET" SHALL BE ADDED AS FOLLOWS:

Section 907.2.3.11 Group E Under 3,600 Square Feet. *An approved fire alarm system shall be installed in all group E buildings with a floor area less than 3,600 square feet.*

SECTION 907.2.4.1 "GROUP F UNDER 3,600 SQUARE FEET" SHALL BE ADDED AS FOLLOWS:

Section 907.2.4.1 Group F Under 3,600 Square Feet. *An approved fire alarm system shall be installed in all group F buildings with a floor area less than 3,600 square feet.*

SECTION 907.2.5.2 "GROUP H UNDER 3,600 SQUARE FEET" SHALL BE ADDED AS FOLLOWS:

Section 907.2.5.2 Group H Under 3,600 Square Feet. *An approved fire alarm system shall be installed in all group H buildings with a floor area less than 3,600 square feet.*

SECTION 907.2.6.6 "GROUP I UNDER 3,600 SQUARE FEET" SHALL BE ADDED AS FOLLOWS:

Section 907.2.6.6 Group I Under 3,600 Square Feet. *An approved fire alarm system shall be installed in all group I buildings with a floor area less than 3,600 square feet.*

SECTION 907.2.7.2 "GROUP M UNDER 3,600 SQUARE FEET" SHALL BE ADDED AS FOLLOWS:

Section 907.2.7.2 Group M Under 3,600 Square Feet. *An approved fire alarm system shall be installed in all group M buildings with a floor area less than 3,600 square feet.*

SECTION 907.2.8.4 "GROUP R-1 UNDER 3,600 SQUARE FEET" SHALL BE ADDED AS FOLLOWS:

Section 907.2.8.4 Group R-1 Under 3,600 Square Feet. *An approved fire alarm system shall be installed in all group R-1 buildings with a floor area less than 3,600 square feet.*

SECTION 907.2.9.4 "GROUP R-2, R-2.1, R-2.2 UNDER 3,600 SQUARE FEET" SHALL BE ADDED AS FOLLOWS:

Section 907.2.9.4 Group R-2, R-2.1, R-2.2 Under 3,600 Square Feet. *An approved fire alarm system shall be installed in all group R-2, R-2.1, R-2.2 buildings with a floor area less than 3,600 square feet.*

SECTION 907.2.10.1 "GROUP S UNDER 3,600 SQUARE FEET" SHALL BE ADDED AS FOLLOWS:

Section 907.2.10.1 Group S Under 3,600 Square Feet. *An approved fire alarm system shall be installed in all group S buildings with a floor area less than 3,600 square feet.*

907.2.30 "TYPE I HOOD INSTALLATIONS" SHALL BE ADDED AS FOLLOWS:

907.2.30 "Type I Hood Installations. *The requirement of installation, or replacement, of a Type I Hood System shall require a fire alarm/sprinkler monitoring system to be installed, or for the hood system to be connected to an existing fire alarm/sprinkler monitoring system for that building.*

907.6.5 "MONITORING" SHALL BE AMENDED AS FOLLOWS:

907.6.5 Monitoring. *Fire alarm systems required by this chapter or by the California Building Code shall be monitored by an approved, UL certified, Type A Full Service central, proprietary, or remote station service, which gives audible and visual signals at a constantly attended location. All sprinklered buildings shall be monitored.*

Exceptions:

1. *One- and two-family dwellings (R-3 Occupancies and other occupancies classified as "U").*

2. *Agricultural buildings not under special use permit and/or not used for commercial purposes (e.g., retails sales, food service, and/or special events).*

SECTION 907.6.2.1 "SECONDARY POWER SUPPLY" SHALL BE ADDED AS FOLLOWS:

SECTION 907.6.2.1 SECONDARY POWER SUPPLY. *Where required by the fire code official, in accordance with NFPA 72, the secondary power supply providing a minimum 24-hour power capacity under quiescent load (system operating in a non-alarm condition) shall be amended to a minimum 72-hour power capacity.*

Exception: *The existence of an emergency back-up power supply that meets or exceed the requirements of California Fire Code Chapter 12.*

SECTION 907.9 "WHERE REQUIRED IN EXISTING BUILDINGS" SHALL BE AMENDED AS FOLLOWS:

SECTION 907.9 Where Required. *An approved fire alarm system shall be provided in existing buildings and structures where required in Chapter 11 and in existing buildings with a floor area less than 3,600 square feet without an approved automatic sprinkler system, other than one- or two-family dwelling units, agricultural building not under special use permit for commercial purposes where a fire alarm detection system does not exist, and the floor area of the building or structure is increased*

Exception: *When the building increase is less than 500 square feet.*

Chapter 12

SECTION 1203.1.3 "INSTALLATION" SHALL BE AMENDED AS FOLLOWS:

Section 1203.1.3 Installation. *Emergency power systems and standby power systems shall be installed in accordance with the California Building Code, the California Electrical Code, NFPA 110 and NFPA 111. All buildings, other than one- and two-family dwelling units, and agricultural buildings not used for commercial purposes, with standby power, shall have a shunt trip device that disconnects all power sources to the building, approved by the fire code official. Existing installations shall be maintained in accordance with the original approval.*

Chapter 33

SECTION 3311.3 "PREMISE IDENTIFICATION" SHALL BE ADDED AS FOLLOWS:

Section 3311.3 Premise Identification. *Prior to and during construction, an approved address sign shall be provided at each fire and emergency vehicle access road entry into the project.*

SECTION 3313.1 "WHEN REQUIRED" SHALL BE AMENDED AS FOLLOWS:

Section 3313.1 When Required. *An approved water supply for fire protection, either temporary or permanent, shall be installed and maintained in continuous operation as soon as combustible building materials arrive on site, the commencement of vertical combustible*

construction and on installation of a standpipe system in buildings under construction, in accordance with Sections 3313.2 through 3313.5.

Exception: The fire code official is authorized to reduce the fire-flow requirements for isolated buildings or a group of buildings in rural areas or small communities where the development of full fire-flow requirements is impractical.

Chapter 50

SECTION 5001.7 "LIABILITY FOR DAMAGES" SHALL BE ADDED AS FOLLOWS:

Section 5001.7 Liability for Damages. *Any damages or cost resulting from the negligence, violation of the law, careless handling, spill, or discharge of any hazardous materials shall constitute debt against any such person, firm or corporation causing such spill or discharge. This debt is collectible by the Fire Chief, or his/her duly authorized representative, in the same manner as in the case of an obligation under contract, expressed or implied.*

Chapter 56

SECTION 5601.2 "PERMIT REQUIRED" SHALL BE AMENDED AS FOLLOWS:

Section 5601.2 Permit Required. Permits shall be required as set forth in Section 105.5 and regulated in accordance with this section. *Where fireworks permits are required, they shall be issued by the Fire Chief, or his/her duly authorized representative, and the El Dorado County Board of Supervisors.*

Chapter 57

SECTION 5704.2.9.6.1 "LOCATIONS WHERE ABOVE-GROUND TANKS ARE PROHIBITED" SHALL BE AMENDED AS FOLLOWS:

SECTION 5704.2.9.6.1 Locations Where Above-Ground Tanks are Prohibited. Storage of Class I and Class II flammable liquids in above-ground tanks outside of buildings is prohibited within the limits established by law as the limits of districts in which such storage is prohibited. *Storage of Class I and Class II flammable liquids in above-ground tanks outside of buildings is prohibited unless approved by the fire code official.*

SECTION 5706.2.4.4 "LOCATIONS WHERE ABOVE-GROUND TANKS ARE PROHIBITED" SHALL BE AMENDED AS FOLLOWS:

SECTION 5706.2.4.4 Locations Where Above-Ground Tanks are Prohibited. The storage of Class I and Class II liquids in above-ground tanks is prohibited within the limits established by law as the limits of districts in which such storage is prohibited. *Storage of Class I and Class II liquids in above-ground tanks is prohibited unless approved by the fire code official.*

Chapter 58

SECTION 5806.2 "LIMITATIONS" SHALL BE AMENDED AS FOLLOWS:

SECTION 5806.2 Limitations. Storage of flammable cryogenic fluids in stationary containers outside of buildings is prohibited within the limits established by law as the limits of districts in which such storage is prohibited. *Storage of flammable cryogenic fluids in stationary containers outside of buildings is prohibited unless approved by the fire code official.*

Chapter 61

SECTION 6104.2 "MAXIMUM CAPACITY WITHIN ESTABLISHED LIMITS" SHALL BE AMENDED AS FOLLOWS:

SECTION 6104.2 Maximum Capacity within Established Limits. Within the limits established by law restricting the storage of liquefied petroleum gas for the protection of heavily populated or congested areas, the aggregate capacity of any one installation shall not exceed a water capacity of 2,000 gallons. *The storage of liquefied petroleum gas in excess of an aggregate of 2,000-gallon water capacity when located at least one-half (1/2) mile from property zoned or designated for residential use and at least one-half (1/2) mile from existing residential development with a density greater than one (1) dwelling unit per acre and at least one-half (1/2) mile from any hotel or motel is allowed when approved by the fire code official, and a special/conditional use permit is issued by the County of El Dorado.*

Dispensing within established limits. Within the limits established by law restricting the dispensing of liquefied petroleum gas for the protection of heavily populated or congested areas, the aggregate capacity of any one installation shall not exceed a water capacity of 2,000 gallons. The dispensing of liquefied petroleum gas in excess of an aggregate of 2,000-gallon water capacity when located at least one-half (1/2) mile from property zoned or designated for residential use and at least one-half (1/2) mile from any hotel or motel is allowed when approved by the fire code official and a special/conditional use permit is issued by the County of El Dorado.

Chapter 80

SECTION 80, NFPA 1-22, CHAPTER 22 "AUTOMOTIVE WRECKING YARDS" IS ADOPTED, AMENDED SECTIONS AS FOLLOWS:

Revise Section 22.3 as follows:

22.3 Fire department access roads shall be in accordance with the California Fire Code, Section 503 and Appendix D.

Add new Section 22.10 as follows:

22.10 Stored vehicles, boats, recreational vehicles, parts, and equipment shall not be stored within 30 feet of adjacent property lines.

SECTION 80, NFPA, 13D-22 – “STANDARD FOR THE INSTALLATION OF SPRINKLER SYSTEMS IN ONE-AND TWO-FAMILY DWELLINGS AND MANUFACTURED HOMES” IS AMENDED AS FOLLOWS: 903.3.1.3, 903.3.5.1.1

NFPA 13D, Amended Sections as follows:

Add new Section 4.6 as follows:

4.6 Residential fire sprinkler systems installed in all new one-and two-family dwellings shall utilize a “Passive Purge” system design unless otherwise approved by the fire code official.

Exception: *Manufactured home installed, tested, and approved by the California Department of Housing and Community Development.*

Revise Section 5.1.1.2 as follows:

5.1.1.2 A supply of at least one of each type and temperature sprinkler used within the premises shall be maintained on the property at an approved location. Spare sprinklers shall be kept in a mounted and accessible cabinet.

Revise Section 7.6 as follows:

7.6 A local audio/visual device activated upon water flow shall be provided on all fire sprinkler systems in homes at an approved location on the exterior of the dwelling.

Revise Section 11.2.1.1 as follows:

11.2.1.1 Where a fire department pumper connection is not provided, the system shall be hydrostatically tested at a minimum pressure of 150 pounds per square inch gauge for no less than a 30-minute duration without evidence of leakage. Such test shall be witnessed by the fire code official.

Appendix B – Fire Flow Requirements for Buildings

TABLE B105.1(1) “REQUIRED FIRE FLOW FOR ONE- AND TWO-FAMILY DWELLINGS, GROUP R-3, AND R-4 BUILDINGS AND TOWNHOUSES” SHALL BE AMENDED AS FOLLOWS:

TABLE B105.1(1) REQUIRED FIRE FLOW FOR ONE- AND TWO-FAMILY DWELLINGS, GROUP R-3, AND R-4 BUILDINGS AND TOWNHOUSES

(PLEASE NOTE THAT TABLE B105.1(1) INCLUDES A SEPARATE SECTION FOR SPRINKLERED RESIDENCES WITH LESSER FIRE FLOW REQUIREMENTS NOT MENTIONED IN THIS AMENDED SECTION)

FIRE-FLOW CALCULATION AREA (Square feet)	AUTOMATIC SPRINKLER SYSTEM (Design Standard)	MINIMUM FIRE-FLOW (Gallons per minute)	FLOW DURATION (hours)
0 – 3,600	No automatic sprinkler system	1,000	1

3,601 and greater	No automatic sprinkler system	Value in Table B105.1(2)	Duration in Table B105.1(2) at the required fire-flow rate
MAJOR SUBDIVISIONS (5 PARCELS OR GREATER)			
0 – 3,600	Section 903.3.1.3 of the CA Fire Code or Section 313.3 of the CA Residential Code	1,000	1
3,601 and greater	Section 903.3.1.3 of the CA Fire Code or Section 313.3 of the CA Residential Code	1/2 value of Table B105.1(2) (min. 1000 GPM)	2
OTHER RESIDENTIAL DEVELOPMENT			
0 – 3,600	Section 903.3.1.3 of the CA Fire Code or Section 313.3 of the CA Residential Code	500	1
3,601 and greater	Section 903.3.1.3 of the CA Fire Code or Section 313.3 of the CA Residential Code	1/2 value of Table B105.1(2) (min. 750 GPM)	1

TABLE B105.2 “REQUIRED FIRE FLOW FOR BUILDINGS OTHER THAN ONE- AND TWO-FAMILY DWELLINGS, GROUP R-3, AND R-4 BUILDINGS AND TOWNHOUSES” SHALL BE AMENDED AS FOLLOWS:

TABLE B105.2 REQUIRED FIRE FLOW FOR BUILDINGS OTHER THAN ONE- AND TWO-FAMILY DWELLINGS, GROUP R-3, AND R-4 BUILDINGS AND TOWNHOUSES

AUTOMATIC SPRINKLER SYSTEM (Design Standard)	MINIMUM FIRE-FLOW (gallons per minute)	FLOW DURATION (hours)
No automatic sprinkler system	Value in Table B105.1(2)	Duration in Table B105.1(2)
Section 903.3.1.1 of the CA Fire Code	25% of the value in Table B105.1(2) ^b	Duration in Table B105.1(2) at the reduced flow rate

b. The reduced fire flow shall not be less than 1,500 GPM

Appendix D – Fire Apparatus Access Roads

SECTION D103.1 “ACCESS ROAD WIDTH WITH A HYDRANT” SHALL BE AMENDED AS FOLLOWS:

Section D103.1 Access Road Width with a Hydrant. Where a fire hydrant is located on a fire apparatus access road, the minimum road width shall be 26 feet (7925 mm), exclusive of shoulders (see Figure D103.1).

Exception: *Driveways*

SECTION D103.2 “GRADE” SHALL BE AMENDED AS FOLLOWS:

SECTION D103.2 Grade. Fire apparatus access roads *and driveways* shall not exceed 15.9% *in grade unless approved by the fire code official or by the El Dorado County amended California Public Resource Code Title 14 / Design and Improvement Standards Manual.*

SECTION D103.3 “TURNING RADIUS” SHALL BE AMENDED AS FOLLOWS:

SECTION D103.3 Turning Radius. The minimum turning radius shall be determined by the fire code official; *and shall not include curb and gutter.*

SECTION D103.5 “FIRE APPARATUS ACCESS ROAD GATES” SHALL BE AMENDED AS FOLLOWS:

SECTION D103.5 Fire Apparatus Access Road Gates. Gates securing the fire apparatus access roads shall comply with all of the following criteria:

1. Where a single gate is provided, the gate width shall be not less than 20 feet (6096 mm). Where a fire apparatus road consists of a divided roadway, the gate width shall be not less than 15 feet (3658 mm).
2. Gates shall be of the horizontal swing, horizontal slide, vertical lift, or vertical pivot type.
3. Construction of gates shall be of materials that allow manual operation by one person.
4. Gate components shall be maintained in an operative condition at all times and replaced or repaired when defective.
5. Electric gates shall be equipped with a means of opening the gate by fire department personnel for emergency access. Emergency opening devices shall be approved by the fire code official.
6. Methods of locking shall be submitted for approval by the fire code official.
7. Electric gate operators, where provided, shall be listed in accordance with UL 325.
8. Gates intended for automatic operation shall be designed, constructed, and installed to comply with the requirements of ASTM F2200.

SECTION D103.6.1 “ROADS 20 TO 29 FEET IN WIDTH” SHALL BE AMENDED AS FOLLOWS:

SECTION D103.6.1 Roads 20 to 29 feet in width. Fire lane signs, as specified in Section D103.6 shall be posted on both sides of fire apparatus access roads that are 20 to 29 feet wide (6096 to 8534.4 mm).

SECTION D103.6.2 “ROADS MORE THAN 29 FEET IN WIDTH” SHALL BE AMENDED AS FOLLOWS:

SECTION D103.6.2 Roads more than 29 feet in Width. Fire lane signs, as specified in Section D103.6, shall be posted on one side of fire apparatus access roads more than 29 feet wide (8534.4 mm) and less than 36 feet wide (10972.8 mm).

SECTION D104.4 “CIRCUMFERENTIAL FIRE APPARATUS ACCESS ROADS” SHALL BE ADDED AS FOLLOWS:

SECTION D104.4 Circumferential Fire Apparatus Access Roads. *When required by the fire code official, a fire apparatus access road shall be constructed to encompass the entirety of a structure and shall provide a continuous means of emergency vehicle access.*

SECTION 4: CONFLICT

That Ordinance No. 2019-01 of the GFPD and all other ordinances or parts of ordinances herewith are hereby repealed.

SECTION 5: SEVERABILITY

If any Ordinance, article, subsection or subdivision thereof, provision, sentence, clause, or phrase of this code, or any application thereof, is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not affect the remaining provisions of this code, which can be given effect without the invalid portions and, therefore, such invalid portions are declared to be severable. The GFPD hereby declares that it would have enacted this Ordinance and each of its articles, sections, subsections, or subdivisions thereof, provisions, sentences, clauses, or phrases, irrespective of the fact that one or more of them is declared invalid.

SECTION 6: EFFECTIVE DATE AND PUBLICATION

This Ordinance shall take effect thirty (30) days after its adoption. The GFPD Board Secretary is directed to publish this Ordinance in a newspaper of general circulation in the District. In lieu of publication of the full text of the Ordinance, a summary of the Ordinance may be published by the by the Board Secretary within fifteen (15) days after its passage and a certified

copy shall be posted in the office of the GFPD pursuant to *Government Code Section 36933(c)* (1).

The above Ordinance was introduced at a meeting of the Board of Directors of the GFPD on November 10, 2022, and it was then read for the first time. A public hearing was set for the Ordinance to be read for the first time on November 30, 2022, and approved by the following vote:

PASSED AND ADOPTED by the Board of Directors of the GFPD this, _____ day of _____, 2022.

AYES:

NOES:

ABSENT:

ABSTAIN:

Craig Davis, Board President

ATTEST:

Brandi Scowcroft, Board Secretary

7 F

GARDEN VALLEY FIRE PROTECTION DISTRICT
GEORGETOWN FIRE PROTECTION DISTRICT
MOSQUITO FIRE PROTECTION DISTRICT
PIONEER FIRE PROTECTION DISTRICT
AND
RESCUE FIRE PROTECTION DISTRICT

**MASTER AGREEMENT BETWEEN THE GARDEN VALLEY, GEORGETOWN
MOSQUITO, PIONEER AND RESCUE FIRE PROTECTION DISTRICTS FOR THE
PURPOSE OF PROVIDING RECIPROCAL FIRE PROTECTION AND RELATED
SERVICES UNDER THIS JOINT OPERATIONS AGREEMENT**

THIS MASTER JOINT OPERATIONS AGREEMENT ("JOA") is made and entered into this 1st day of May, 2023 by and between the Garden Valley Fire Protection District (GVFD), an independent fire district, the Georgetown Fire Protection District (GFD), an independent fire district, the Mosquito Fire Protection District (MFD), an independent fire district, the PIONEER FIRE PROTECTION DISTRICT (PFD), an independent fire district and the RESCUE FIRE PROTECTION DISTRICT (RFD), an independent fire protection district. Each party may be referred to in this JOA as "party" or collectively as "parties."

RECITALS

WHEREAS, GVFD, GFD, MFD, PFD and RFD are public agencies providing fire protection services within El Dorado County, State of California; and

WHEREAS, the jurisdictions of GVFD, GFD, MFD, PFD and RFD have close boundaries; and

WHEREAS, the Board of Directors of GVFD, GFD, MFD, PFD and RFD are desirous to provide the highest level of services within budgetary constraints; and

WHEREAS, within this one agreement, each of the districts has agreed to cooperate with the others in sharing personnel and equipment resources in an effort to provide cross-training, efficient utilization of personnel and resources, firefighting response, emergency medical response within all the districts, and cost savings.

AGREEMENT

- 1. Personnel Deployment.** In order to assure cross-training, the adequate deployment of emergency medical personnel and firefighting personnel within all the districts as well as economic efficiency, the chief officers of each district are hereby authorized to utilize personnel on emergency and non-emergency incidents in the other districts. Personnel are encouraged to respond directly to incidents or to fire stations for staffing, with the exception of vegetation fires where all personnel are to respond only to stations and not directly to incident scenes.

Date:	_____
GVFD:	Int. _____
GFD:	Int. _____
MFD:	Int. _____
PFD:	Int. _____
RFD:	INT _____

GARDEN VALLEY FIRE PROTECTION DISTRICT
GEORGETOWN FIRE PROTECTION DISTRICT
MOSQUITO FIRE PROTECTION DISTRICT
PIONEER FIRE PROTECTION DISTRICT
AND
RESCUE FIRE PROTECTION DISTRICT

2. **Training.** Personnel from all districts are allowed and encouraged to participate in training, including ride alongs, in the other districts.

3. **Duty Chief Coverage.** Each district is allowed to participate in the joint coverage for Duty Chief officers for the other districts. This must be agreed to by the Fire Chiefs of the districts on a case by case basis.

4. **Costs.** Each district shall be responsible for the payment of any wages/benefits due to their employees from participation in any incidents and/or training in any of the districts.

5. **Chain of Command/Incident Command.** This Agreement shall not affect the existing chain of command established in the respective districts and/or the El Dorado County Automatic/Mutual Aid system. Personnel responding into another agency will report to the Incident Commander (IC) for assignment and will work under the IC or their designate. If personnel from one of the other districts is assigned/assumes IC (only if one has not been established) they will relinquish that position when qualified personnel from the district where the incident is occurring arrives on the scene and requests to assume the role of IC.

6. **Employer-Employee Relationship.** Nothing contained herein shall affect existing employer/employee status. All personnel shall remain at all times employed by the existing employer. All personnel shall remain subject to the existing Rules and Regulations, Memorandums of Understanding and other governing documents of the employer district.

7. **Equipment Deployment.** Equipment of any district may be deployed to another district to cover out-of-service or non-operational equipment in an effort to reduce operating expenses and maintain maximum operating capacity within each district. This will be completed on a loan basis and the equipment will remain the property of the loaning district.

Date:	_____
GVFD:	Int. _____
GFD:	Int. _____
MFD:	Int. _____
PFD:	Int. _____
RFD:	INT _____

GARDEN VALLEY FIRE PROTECTION DISTRICT
GEORGETOWN FIRE PROTECTION DISTRICT
MOSQUITO FIRE PROTECTION DISTRICT
PIONEER FIRE PROTECTION DISTRICT
AND
RESCUE FIRE PROTECTION DISTRICT

8. **Amendments to this Agreement.** This Agreement may be supplemented, amended or supplanted from time to time by mutual agreement of the districts. For purposes of this Agreement, mutual agreement shall require a majority vote of the Board of Directors at each district as to the proposed change. Modifications or amendments to this Agreement which the Fire Chief of each district agrees are necessary to protect either the residents or the employees of each of the districts shall be made on an interim basis and shall be immediately effective for a period of time sufficient to allow each of the Boards of Directors to meet at its regularly scheduled meetings.
9. **Workers Compensation Insurance/Liability Insurance.** Each of the districts will be responsible for providing Workers Compensation Insurance/Liability Insurance for all of their own employees throughout the term of this agreement.
10. **Indemnification.** The parties hereto mutually indemnify, defend save and hold harmless each the other of and from:
- a. Any and all claims, demands, causes of action, costs, expenses, losses or liabilities in law or in equity of every kind and nature whatsoever for, but not limited to: injury or death of any employee, or damage to or destruction of property arising out of or in any matter directly or indirectly related or connected with the work to be performed under this contract.
 - b. Any and all claims, actions or suits arising out of the alleged violation of any law, regulation or compliance issue which is the responsibility of each district.
 - c. Each district agrees to continuously maintain at least one million dollars in liability insurance at all times.
11. **Term/Termination.** This Agreement shall become effective on signing by all district signatories below. Any party may terminate their participation in this Agreement upon providing the other parties with thirty (30) days written notice of intention to so terminate. If one of the parties terminates their participation, the agreement will remain in force for the remaining two districts.

Date:	_____
GVFD:	Int. _____
GFD:	Int. _____
MFD:	Int. _____
PFD:	Int. _____
RFD:	INT _____

GARDEN VALLEY FIRE PROTECTION DISTRICT
GEORGETOWN FIRE PROTECTION DISTRICT
MOSQUITO FIRE PROTECTION DISTRICT
PIONEER FIRE PROTECTION DISTRICT
AND
RESCUE FIRE PROTECTION DISTRICT

12. **Entire Agreement.** The Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement or promise relating to the subject matter of this Agreement, which is not contained herein, shall be valid or binding unless formally adopted as an amendment by each of the participating District's Governing Boards.
13. **Attorney's Fees.** If any action of law or in equity is brought to enforce or interrupt the provisions of this contract, the substantially prevailing party in any such action shall be entitled to reasonable attorney's fees in addition to any other remedy or relief to which he may be entitled. Refer to attached addendum, "Atwood Statement of Coverage."
14. **Governing Law.** The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of California.
15. **Voluntary Participation.** Nothing in this agreement constitutes a requirement for districts, but only allows for the sharing of personnel and resources on an as available and as approved basis by each Fire Chief of each organization.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

GARDEN VALLEY FIRE PROTECTION DISTRICT

By: _____,
President/Chair, Board of Directors

Fire Chief

Date:	_____
GVFD:	Int. _____
GFD:	Int. _____
MFD:	Int. _____
PFD:	Int. _____
RFD:	INT _____

GARDEN VALLEY FIRE PROTECTION DISTRICT
GEORGETOWN FIRE PROTECTION DISTRICT
MOSQUITO FIRE PROTECTION DISTRICT
PIONEER FIRE PROTECTION DISTRICT
AND
RESCUE FIRE PROTECTION DISTRICT

GEORGETOWN FIRE PROTECTION DISTRICT

By: _____,

President/Chair, Board of Directors

Fire Chief

MOSQUITO FIRE PROTECTION DISTRICT

By: _____,

President/Chair, Board of Directors

Fire Chief

PIONEER FIRE PROTECTION DISTRICT

By: _____,

President/Chair, Board of Directors

Fire Chief

Date:	_____
GVFD:	Int. _____
GFD:	Int. _____
MFD:	Int. _____
PFD:	Int. _____
RFD:	INT _____

GARDEN VALLEY FIRE PROTECTION DISTRICT
GEORGETOWN FIRE PROTECTION DISTRICT
MOSQUITO FIRE PROTECTION DISTRICT
PIONEER FIRE PROTECTION DISTRICT
AND
RESCUE FIRE PROTECTION DISTRICT

RESCUE FIRE PROTECTION DISTRICT

By: _____,

President/Chair, Board of Directors

Fire Chief

Date:	_____
GVFD:	Int. _____
GFD:	Int. _____
MFD:	Int. _____
PFD:	Int. _____
RFD:	INT _____

7 G



El Dorado County Emergency Services Authority

ADVANCED LIFE SUPPORT AMBULANCE AGREEMENT BETWEEN EL DORADO COUNTY EMERGENCY SERVICES AUTHORITY AND GEORGETOWN FIRE PROTECTION DISTRICT

This Agreement made and entered into by and between the El Dorado County Emergency Services Authority (hereinafter referred to as "**JPA**"); and the Georgetown Fire Protection District (hereinafter referred to as "**Contractor**"), whose principal place of business is 6283 Main Street, Georgetown, CA 95634.

RECITALS

WHEREAS, the **JPA** is responsible for providing Advanced Life Support ("ALS") pre-hospital medical care within its jurisdiction, in compliance with Contract #2298 for Pre-hospital Advanced Life Support, Ambulance and Dispatch Services with the County of El Dorado ("Master Contract"); and

WHEREAS, **Contractor** desires to provide ALS ambulance service in El Dorado County, for emergency and non-emergency prehospital calls for service, and routine medical transportation; and

WHEREAS, the **Contractor**, from time to time is requested to provide Standby Services for Special Events, such as for an event where spectators and/or participants in the event have a potential for illness or injury, or for any situation where an event results in a gathering of persons in one general locale, sufficient in numbers, or engaged in an activity, that creates a need to have one or more EMS resources at the site as defined by EMS Agency Policy issued by the EMS Agency Medical Director; and

WHEREAS, the **JPA** and the **Contractor** agree that it is necessary to clearly define all expectations and regulations regarding the provision of ALS ambulance service for emergency and non-emergency prehospital calls, Standby and Special Event Services and routine medical transportation services in the current **Contractor** Agreement; and

WHEREAS, this Agreement is developed in compliance with the Master Contract with the County of El Dorado; and

WHEREAS, **Contractor** agrees to comply with the requirements of the California Health and Safety Code, Division 2.5, Section 1797 et seq.; California Code of Regulations, Title 22, Division 9, Chapter 4, Article 7, Section 100167; the County Emergency Medical Service and Medical Transportation Ordinance; Contract #2298 for Pre-hospital Advanced Life Support, Ambulance and Dispatch Services with the County of El Dorado; the standards of the El Dorado County EMS Agency, including but not limited

to the County EMS Agency Policy and Procedure Manual, El Dorado County Trauma Plan, and applicable agency, local and state statutes, ordinances or regulations; and

WHEREAS, the El Dorado County EMS Agency Medical Director, (“EMSA MD”) through the County EMS Agency, and as defined in the Master Contract, has the authority to develop overall plans, policies, and medical standards to ensure that effective levels of ALS care are maintained within the County; and that the EMSA MD has the authority for establishing the minimum required medical equipment, medication inventories, and medical protocols, with exception to ambulance specifications; and

WHEREAS, the **JPA** and the **Contractor** agree that a higher level of medical training may be necessary to provide patient care. The **JPA** may require the **Contractor** to provide a higher standard of medical training than is required by the California Code of Regulations Title 22; and

WHEREAS, the EMSA MD shall have retrospective, concurrent, and prospective medical control including access to all medical information pertinent to data collection, evaluation and analysis; and

WHEREAS, County is a Covered Entity, as defined in the Privacy Rule of the Health Insurance Portability and Accountability Act, Pub. L. No. 104-161 of 1996 (“HIPAA”) and **Contractor** is defined as a Business Associate of the County under this law, which requires protection of any disclosure of Public Health Information (PHI) pursuant to this Agreement; and includes adherence to the Health Information Technology for Economic and Clinical Health Act (the HITECH Act), as incorporated in the American Recovery and Reinvestment Act of 2009, Public Law 111-005; and the Genetic Information Nondiscrimination Act (the GINA).

NOW, THEREFORE, the **JPA** and **Contractor** mutually agree as follows:

SECTION 1-DEFINITIONS

Definitions contained in the Master Contract are herein incorporated into this Agreement by reference.

SECTION 2-SCOPE OF SERVICES

2.1 **Contractor** agrees to provide full-service ALS Ambulance Services as described in this Agreement, and the terms and conditions of the El Dorado County Emergency Medical Service and Medical Transportation Ordinance. In the performance of its obligation hereunder, it is agreed that the Contractor is subject to the medical control of the EMSA MD, and to the control or direction of the **JPA**.

2.2 **Contractor** shall provide and operate one (1) pre-hospital ALS ambulance(s) as provided in the California Code of Regulations, Title 22, Division 9, Chapter 4, Article 7, Section 100167.

2.3 **Contractor** shall at all times meet the requirements set forth by the California Highway Patrol; the California Vehicle Code; the State of California Health and Safety

Code; the State of California Emergency Medical Services Authority, the California Code of Regulations, the El Dorado County Emergency Medical Service and Medical Transportation Ordinance, the El Dorado County EMS Agency Policies, Procedures and Field Treatment Protocols, **JPA** Policies and Procedures and any other applicable statute, ordinance, and resolution regulating ALS services provided under this Agreement, including but not by way of limitation, personnel, vehicles, equipment, services, and supplies which are the subject of this Agreement.

In the event of any conflicting statute, ordinance, or regulation, the statute, ordinance, or regulation setting forth the more stringent requirement shall be met.

2.4 This Agreement is for pre-hospital ALS ambulance services provided in the primary response area of El Dorado County known as CSA No. 7, also referred to as the West Slope of El Dorado County. **Contractor** shall be responsible for providing pre-hospital ALS ambulance service for all requests for ALS service received from any person or any agency in the coverage area and dispatched through the designated dispatch center.

2.5 **Contractor** shall ensure that personnel are familiar with local geography throughout the primary response area.

2.6 Performance in this Agreement means appropriately staffed and equipped ambulances at the Advanced Life Support level which respond within defined Response Time standards and performance standards pursuant to the requirements established by the County and articulated in the Master Contract. Clinical performance must be consistent with approved local medical standards and protocols. The conduct of personnel must be professionally and courteous at all times. In the performance of its obligation hereunder, it is agreed that **Contractor** is subject to medical control or direction of the County and the **JPA**.

2.7 **Contractor** shall not advertise itself or the responding ambulance unit as providing ALS services unless routinely providing ALS services on a continuous twenty-four (24) hr-per-day basis, as provided in the California Code of Regulations, Title 22, Division 9, Chapter 4, Article 7, Section 100167.

2.8 The designated Base Hospital for County Service Area No. 7 is Marshall Medical Center.

2.9 The designated Dispatch Center for County Service Area No. 7 is the California Department of Forestry and Fire Protection (CAL Fire) Emergency Command Center in Camino.

SECTION 3-SERVICE STANDARDS

3.1 **Contractor** shall transport each patient in need of or requiring transport to the appropriate hospital as defined in County Protocol.

3.2 **Contractor** shall immediately respond to requests for ambulance service from the designated dispatch center to the address or location given unless diverted by the designated dispatch center pursuant to the **JPA's** System Status Management Plan.

3.3 **Contractor** shall notify the designated dispatch center when en route, upon arrival at scene, upon departure from scene, upon arrival at hospital, and upon departure from hospital. **Contractor** shall notify the designated dispatch center when they are committed to a call, out of service, back in service, back in in county, or when any other status change occurs.

3.4 **Contractor** shall immediately notify the designated dispatch center to be assigned to an incident in any circumstance involving an emergency response at a location not previously dispatched by the designated dispatch center.

3.5 In the event that the **Contractor** is unable to respond to a request for ambulance service, the crew shall immediately notify the designated dispatch center.

3.6 **Contractor** shall notify the hospital and give a report on patient status, treatment given, and estimated time of arrival. **Contractor** shall communicate current and ongoing patient assessments to the Hospital and collaborate with Hospital in the provision of care, and follow physician or MICN direction as instructed.

3.7 If contact with the Hospital is not obtainable, the **Contractor** shall operate under El Dorado County Treatment Protocols.

3.8 **Contractor** shall allow inspections, site visits, or ride-alongs at any time by County EMS Agency staff, and/or **JPA** staff, with reasonable notice, for purposes of Agreement compliance and medical quality assurance.

3.11 The **Contractor** and all personnel who provide service on the ambulance unit shall abide by the policies and operating procedures set forth by the **JPA** to meet the implementation of the System Status Management Plan including system move-up, staffing adjustments, transfers, standbys, and all other activities of the ambulance service.

3.12 The maximum unit hour utilization (UHU) for a 24-hour ambulance transport unit crew shall not exceed 0.40 continuously without **JPA** and County approval. The **JPA** and **Contractor** may review the System Status Management Plan any time the ratio of unit utilization to unit hour production exceeds 0.40 UHU.

SECTION 4- STANDBY AND SPECIAL EVENT COVERAGE

4.1 Non-dedicated Standby Ambulance Service

Upon request by law enforcement and/or fire departments, and where available units/staffing exist, the **Contractor** may furnish courtesy stand-by ambulance coverage

at emergency incidents involving a potential danger to the personnel of the requesting agency or the general public. Other community service-oriented entities may request non-dedicated standby ambulance coverage for special events from the **Contractor**. The **Contractor** is encouraged to provide such non-dedicated stand-by coverage to events when possible. The **Contractor** will offer such non-dedicated standby ambulance services at no charge.

4.2 Dedicated Standby Ambulance Service

Community service-oriented entities or commercial enterprises may request dedicated stand-by ambulance coverage for special events from the **Contractor**. Each dedicated standby ambulance service event shall have a two-hour minimum. The **Contractor** will offer such dedicated standby ambulance services at the rates established by the El Dorado County Board of Supervisors. The **Contractor** is hereby authorized by **JPA** to execute any necessary contracts for these services with the requester of services. **Contractor** shall secure all billing information required by County so that County can bill the responsible parties for such services and provide to the **JPA** a copy of any such contract and required billing information.

SECTION 5-PERSONNEL

5.1 **Contractor** shall maintain a minimum staffing level of not less than one (1) EMT-Basic and one (1) EMT-Paramedic for each in-service Ambulance.

5.2 **Contractor** shall ensure that all EMT-Paramedic personnel are licensed by the State of California and accredited with the El Dorado County EMS Agency. **Contractor** shall ensure that all EMT-Basic personnel are State of California certified. Personnel whose certification/accreditation has lapsed shall not be allowed to provide pre-hospital care within El Dorado County until they have met all requirements to bring current their certification/accreditation.

5.3 **Contractor** shall ensure compliance with all EMT-Basic and EMT-Paramedic regulations from the State of California Health and Safety Code, Division 2.5, and Title 22, Division 9, and ensure that the County EMS Agency Policies, Procedures and Field Treatment Protocols are followed.

5.4 **Contractor** shall ensure that all personnel are physically and mentally fit to serve in the prehospital care capacity. No personnel shall use intoxicating substances while on duty, nor shall they be used in the eight (8) hours prior to reporting for duty.

5.5 In compliance with federal law, the **JPA** and its **Contractors** shall maintain a drug free workplace, including legalized marijuana.

5.6 In the case of a Critical Care Transport (CCT), each CCT ambulance shall be staffed with a minimum of one EMT-Basic and one (1) qualified medical person(s) to provide critical care during transport, as agreed upon by the sending hospital. Each ambulance shall be equipped with appropriate medical equipment and supplies.

5.7 **Contractor** shall ensure that the medical certification and/or accreditation level of all personnel be available on request. Said identification shall be worn as deemed operationally necessary.

5.8 **Contractor** shall maintain good working relationships with fire agencies; first response agencies; law enforcement; base hospitals; County EMS Agency; and City and County staff. The conduct of personnel must be professional and courteous at all times.

5.9 **Contractor** shall ensure professional and courteous conduct at all times from all personnel assigned to the **JPA** Ambulance Unit.

5.10 **Contractor** shall conduct annual written performance evaluations on each employee assigned to the **JPA** Ambulance Unit with regard to their medical duties and performance.

5.11 **Contractor** shall participate in the Department of Motor Vehicle Pull Notice program for regular updates of employees' driver's license status.

5.12 **Contractor** and **Contractor** employees assigned to the **JPA** Ambulance Unit shall comply with all applicable **JPA** policies, operating procedures, and standards.

5.13 The **Contractor** will negotiate individually with recognized employee organizations for wage and fringe benefits as well as working conditions. **Contractor** shall ensure safe and sanitary living quarters for on-duty personnel.

SECTION 6- EQUAL OPPORTUNITY EMPLOYER

6.1 **Contractor** shall be an equal opportunity employer and shall be committed to an active Equal Employment Opportunity Program (EEOP). It shall be the stated policy of the **Contractor** that all employees and applicants shall receive equal consideration and treatment in employment without regard to race, color, religion, ancestry, national origin, age (over 40) sex, marital status, medical condition, physical handicap, or other protected status.

All recruitment, hiring, placements, transfers and promotions will be on the basis of individual skills, knowledge and abilities, regardless of the above identified categories. All other personnel actions such as compensation, benefits, layoffs, terminations, training, etc., shall also be administered without discrimination. Equal employment opportunity will be promoted through a continual and progressive EEOP. The objective of an EEOP is to ensure nondiscrimination in employment and, wherever possible, to actively recruit and include for consideration for employment minorities, women and the physically handicapped.

SECTION 7-TRAINING & EDUCATION

7.1 **Contractor** shall maintain records of all EMS training, continuing education and skills maintenance as required by the El Dorado County EMS Agency. **Contractor** shall provide specific records upon written request to the **JPA**.

7.2 **Contractor** shall participate in EMS system components that include paramedic, nurse and trainee field observations including ride-a-longs, disaster drills, and continuing education programs.

7.3 **Contractor** shall provide qualified EMT-Paramedic personnel to be Field Training Officers (FTO's) to instruct and accredit paramedics who are new to the system or who are in an approved paramedic internship program. FTO's shall provide orientation to El Dorado County EMS Policies, Procedures, Protocols, Trauma Plan, EMS Plan; EMS radio communication and Base Station, receiving hospitals, and the **JPA** Policies & Procedures. FTO's shall provide training in any optional scope of practice procedure currently in effect in El Dorado County.

7.3.1 **Contractor** shall ensure that FTO's shall be allowed to attend meetings and/or training pertinent to the El Dorado County EMS system. The EMSA MD shall approve all El Dorado County FTO's.

7.4 **Contractor** shall participate in providing community education on 9-1-1 system access, CPR and first aid, and may utilize community organizations to support and enhance local community efforts in providing public education.

7.5 **Contractor** agrees that EMT- Paramedics and EMT-Basics shall maintain their accreditation and certification or licensure as required by state and local policy.

7.6 In addition to being either an EMT-Paramedic or EMT-Basic, **Contractor** agrees that employees staffing an ambulance shall at a minimum meet the agency's firefighter requirements. Employees will receive on-going firefighting training and shall participate in exercise drills to maintain an acceptable level of skill, knowledge and experience. Employees will be suitably outfitted with the necessary protective equipment and gear to perform the duties of a Firefighter

SECTION 8- QUALITY ASSURANCE

8.1 **Contractor** shall at a minimum follow the requirements of the **JPA** CQI Plan.

8.2 **Contractor** shall participate in assigned **JPA** quality improvement/quality assurance activities and shall appoint appropriate personnel to serve on pre-hospital and disaster committees, as needed. These committees and/or activities shall include, but are not limited to, Continuous Quality Improvement Committee (CQIC), Medical Advisory Committee (MAC), peer review, post incident critiques, and as mutually agreed upon between the **Contractor** and the **JPA**.

8.3 **Contractor** shall cooperate fully in supplying all requested documentation to the **JPA**, the Base Hospital and the County EMS Agency, and shall participate fully in all quality assurance programs mandated by the County.

8.4 **Contractor** shall allow inspections, site visits or ride-a-longs at any time by **JPA** and County EMS Agency staff, with a minimum of one (1) hour notice to the Fire Chief or designee for purposes of **JPA** contract compliance and medical quality assurance.

8.5 **Contractor** shall comply with California Code of Regulations, Title 22 (Social Security), Division 9 (Pre-Hospital Emergency Medical Services), Chapter 12 (EMS System Quality Improvement), Articles 1 thru 4.

SECTION 9- MUTUAL AID, MASS CASUALTY & DISASTER

9.1 Mutual aid response shall be performed in accordance with approved cover and mutual aid agreements. In the course of rendering Mutual Aid, the **Contractor** shall be exempt from the maximum response time standards criteria. **Contractor** shall advise dispatch that they are unable to respond to mutual aid requests if such response is in conflict with a response in the Primary Response Area.

9.2 **Contractor** shall cooperate with **JPA** in establishing disaster and multi-casualty incident plans, policies and procedures; and assist in planning and participate in interagency disaster/multi-casualty incident training exercises annually.

9.3 During declared disasters or large-scale multi-casualty incidents, **Contractor** shall be exempt from all responsibilities for response-time performance. When the **Contractor** is notified that disaster assistance is no longer required, the **Contractor** shall return its resources to the primary area of responsibility and shall resume all operations in a timely manner.

SECTION 10- AMBULANCE SUPPLIES & EQUIPMENT

10.1 The **JPA** will be financially responsible for the ambulance fleet. This financial responsibility includes asset/inventory management such as:

- A. Communications equipment (i.e., radios, tablets, AVL, Cradlepoint)
- B. Vehicle maintenance
- C. Vehicle parts
- D. Vehicle tires
- E. Medical Equipment (i.e. gurneys, powerloads, stair chairs, cardiac monitors, mechanical compression devices)
- F. Medical supplies
- G. Controlled Substances & Controlled Substance Storage
- H. Airgas equipment rental
- I. FasTrak equipment and fines
- J. Fuel
- K. Insurance for medic units

10.2 **Contractor** shall possess and maintain adequate medical supplies in compliance with the El Dorado County EMS Agency, and **JPA** Policies and Procedures Manuals. In addition, **Contractor** agrees to comply with all federal, state, local laws, rules and regulations and **JPA** policies and procedures related to the security and protection of the ambulances, medical supplies, equipment and controlled substances.

10.3 Standards for medical equipment shall be in compliance with the County EMS Agency Policy and Procedure Manual. The County EMS Agency shall maintain the Policy and Procedure Manual and manual updates online at their website. **Contractor** shall be charged with knowledge of the Policies & Procedures. Policies and Procedures shall be updated from time to time as determined necessary by the County EMS Agency.

10.4 Compliance with these medical equipment requirements is mandated for in service reserve ambulances. The ambulance and supplies shall be maintained in a clean, sanitary and safe mechanical condition at all times.

10.5 Upon inspection by the County or the **JPA**, any primary or in service reserve ambulance failing to meet these medical equipment requirements shall be immediately removed from service and remain out of service until any deficiency is corrected. At the time when a reserve ambulance unit is used to provide the services required by this Agreement, the unit shall comply with all equipment requirements as specified in this Agreement.

10.6 **Contractor** shall utilize and maintain two-way communication equipment that is compatible with County approved dispatch, designated Base Station facilities and all EMS users. Communication capabilities and use of frequencies may be monitored by the **JPA** and the County EMS Agency.

10.7 **Contractor** shall recognize the right of the **JPA** to move issued equipment to another **Contractor** as needed to assure system wide services, as long as such movement does not impede **Contractor's** ability to provide the services defined in the Master Contract and this Agreement.

10.8 **Contractor** shall not take ownership of the ambulance or any related equipment.

10.9 The **JPA** shall provide ambulances and all other required equipment needed to function as an Advanced Life Support Unit.

SECTION 11- REPORTS & POLICIES

11.1 **Contractor** shall submit reports and data to the **JPA** in a form and manner approved by the **JPA**. The articles hereinafter detail reporting requirements and timetables, which are intended to be mandatory and exemplary but not intended to be all-inclusive. **Contractor** shall be responsible to ensure that all information is provided to the **JPA** in a timely manner as indicated throughout this Agreement.

11.2 **Contractor** personnel shall utilize the El Dorado County "Pre-hospital Care Report" (PCR) (in electronic digital form) for all emergency and non-emergency responses including non-transports.

11.2.1 The Pre-hospital Care Report and billing paperwork shall be submitted to the County according to the time frames established in writing by Ambulance Billing as required by El Dorado County EMS Policy.

11.2.2 **Contractor** personnel shall perform due diligence to obtain and transmit all required billing and patient care information. If circumstances arise which limit the availability of patient information, billing information, and associated information, **Contractor** shall remain responsible to obtain the required information and submit it to the County. **Contractor** personnel shall adhere to the requirements of the El Dorado County EMS Policy for proper reporting and documentation.

11.3 Ambulance Billing shall notify the **JPA** of failure to adequately complete and submit a PCR within forty-eight (48) hours of the completion of the call. Repeated failures to adequately complete the PCR shall be reported to the **JPA**, and the **JPA** shall notify **Contractor** to correct the omission/error situation. The **Contractor** shall have five

business days in which to furnish the required information to Ambulance Billing. For every ePCR not delivered within five (5) business days of the required delivery date, the **JPA** may fine the **Contractor** two hundred and fifty (\$250) dollars.

11.4 For every ePCR that is not accurately completed and turned over to the County within thirty (30) days of the completion of each call, the **JPA** may fine **Contractor** an additional one thousand (\$1,000) dollars.

11.5 **Contractor** shall provide its personnel with Incident Report forms and shall ensure that its personnel understand and utilize such forms. **Contractor** shall notify the **JPA** within 24-hours of a sentinel event. Examples: injury to patient, crew or public, or high-profile incident. **Contractor** may also provide notification and Incident Forms to the El Dorado County EMS Agency.

11.6 **Contractor** shall document any and all incidents of unusual activities or occurrences that impacted or had an effect on the normal delivery of services. Events that an attending Paramedic or the **Contractor** feel should be documented but are not appropriate to include on the PCR should be included on the Incident Report. Such activities may include but are not limited to: acts of violence against personnel, combative patients, patient care concerns, inter-agency conflicts, medical equipment failures, obstacles to responses including chronic adverse road conditions, and radio, dispatch, or communication failures. Any other unusual activities that have the potential of affecting patient care shall be documented in established EMSA forms and sent to the **JPA** by the next business day.

11.7 **Contractor** shall document vehicle failure above and beyond usual scheduled maintenance and repairs and ambulance vehicle accidents that could potentially have a detrimental effect on patient care issues. Vehicle failure and ambulance accident reports shall be sent to the **JPA** within 24 hours of the occurrence.

11.8 For each response within the previous calendar month that exceeds the Response Time Standard for the area of dispatch location (Urban, Semi-Rural, Rural, or Wilderness) **Contractor** shall submit a Response Time Exception Report to the **JPA**. The reason for the delayed response time shall be clear, precise, and verifiable in order to determine if the exception is acceptable. These reports shall be submitted to the **JPA** for the previous calendar month of service on a monthly basis by the 1st day of the next month.

11.9 **Contractor** shall be responsible for maintaining complete and legible vehicle inspection logs and have them available for audit by the **JPA** for a period of one year.

11.10 **Contractor** shall be responsible to comply with all operational policies and standards currently articulated in this Agreement; the **JPA's** Policy and Procedure Manual; the Health and Safety Code, Division 2.5; California Code of Regulations, Title 22, Division 9; and policies and procedures promulgated by the California Emergency Medical Services Authority and by the El Dorado County Medical Services Agency.

11.11 The **Contractor** will provide services to **JPA** and in conjunction with the provision of such services, certain Protected Health Information ("PHI") may be made available to

Contractor for the purposes of carrying out its obligations. **Contractor** agrees to comply with all the terms and conditions of Appendix A, HIPAA Business Associate Agreement, attached hereto and made by reference a part hereof, regarding the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder.

In as much as an exchange of Protected Health Information (PHI) will occur between **JPA** and **Contractor**, **Contractor** agrees to faithfully distribute to patient the El Dorado County Notice of Privacy Practices, to be supplied by **JPA**, before the first delivery of service for all non-emergency transfers and dry runs with patient contact, where services were provided to patient. All Notices of Privacy Practices for emergency transfers will be mailed by El Dorado County Ambulance Billing as soon as practical following the provision of services.

11.12 **Contractor** shall comply with all applicable **JPA** policies, operating procedures, and standards.

11.13 **JPA** shall maintain an equipment inventory list and conduct an annual inventory of all fixed assets of **JPA** and/or CSA-7 in the possession of the **Contractor**. The list shall verified as accurate by the **Contractor**.

SECTION 12- COMPETITION

12.1 **Contractor**, and its principals are prohibited from engaging in any enterprise that effectively results in competition for emergency and non-emergency ambulance services of any kind within the Primary Response Area as described in this Agreement.

SECTION 13- BILLING FOR SERVICES

13.1 Parties receiving non-emergency and/or emergency medical transport services from **Contractor** shall be billed by County Ambulance Billing for said services. Ambulance personnel shall not request nor receive payment for any services provided pursuant to this Agreement, nor shall they quote charges to the patient or any other concerned individuals or extend promises for special treatment regarding billable charges. **JPA** shall provide ambulance billing rate forms to ambulance personnel, and personnel may make these forms available to individuals upon request.

SECTION 14- COMPENSATION

14.1 Compensation shall be the **JPA** Board of Directors approved budget amounts as outlined in Appendix B.

14.2 **Contractor** shall maintain fiscal records necessary and prudent to meet the standards for accounting practices in use by the County, County Service Area 7 and the **JPA**.

14.3 The **JPA** will reimburse other **Contractor's** for any use of their personnel, on a regular basis, in order to provide coverage of back-up units, special details or assignments. Such reimbursement to be at the actual cost of such services to the other members of the **JPA**.

14.4 A **Contractor** shall not assume liability for the payment of salary, wages or other compensation to officers, agents or employees of the other **Contractors** or parties performing service under the Master Contract, or any liability other than that provided in this agreement.

14.5 **Contractor** shall not be responsible for benefits, wages, seniority, or other employee rights granted by any other **Contractor** to its employees if or when such other **Contractor** employees are assigned to the **Contractor** in the performance of services and functions pursuant to this agreement.

14.6 **Contractor** shall not be liable for compensation to or indemnification of other **Contractor** or parties performing service under the Master Contract for injury or sickness arising out of the performance of this agreement.

14.7 The **JPA** shall provide the funding and insurance policy for ambulance collision and comprehensive coverage for equipment of and on the ambulance.

14.8 The **JPA** shall provide dispatch services for ambulances, as defined in the Master Contract.

14.9 The **JPA** shall not be responsible for benefits, wages, seniority, workers' compensation, or other employee rights granted by law or by contract to **Contractor's** employees.

SECTION 15- CHANGES

15.1 This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and approved by the duly authorized Boards and fully executed by duly authorized officers of the parties hereto.

15.1.1 This Agreement may be terminated by either party, upon receipt of written notice, with at least a 90-calendar day advance notice.

15.1.2 The **JPA** may deny, suspend or revoke this Agreement for failure of the **Contractor** to comply with this Agreement, the El Dorado County Emergency Medical Service and Medical Transportation Ordinance; or applicable policies, procedures and regulations.

SECTION 16- INDEPENDENT CONTRACTOR

16.1 In performance of the services herein provided for, **Contractor** shall be, and is, an independent contractor, and is not an agent or employee of **JPA**.

16.2 Pursuant to this Agreement, it is acknowledged and agreed that the **JPA** and **Contractor** are both legally separate entities. No other special relationship will arise from this Agreement except as so stated.

16.3 **Contractor** is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. **Contractor** exclusively assumes responsibility for acts of its employees,

associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

16.3.1 **Contractor** shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. **JPA** shall not be charged with responsibility of preventing risk to the **Contractor** or its employees.

16.3.2 **JPA** engages **Contractor** for **Contractor's** unique qualifications and skills as well as those of **Contractor's** personnel. **Contractor** shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of **JPA**.

16.4 **Contractor** is the sole employer of **Contractor's** employees. **JPA** has no right to direct, control, schedule, or supervise **Contractor's** employees, nor does the **JPA** have the right to hire or fire **Contractor's** employees or set their compensation. **JPA** shall not be liable for amounts owed by **Contractor** as a result of its employment relationship with its employees, such as wages, benefits, pension contributions, or workers' compensation.

SECTION 17- NON-DISCRIMINATION, BENEFITS, & FACILITIES

17.1 **Contractor** certifies under the laws of the State of California that **Contractor** shall not unlawfully discriminate in the provision of services because of race, color, creed, national origin, sex, age, or physical or mental disability as provided by State and federal law and in accordance with Title VI of the Civil Rights Act of 1964 [42 USC 2000(d)]; Age Discrimination Act of 1975 (42 USC 6101); Rehabilitation Act of 1973 (29 USC 794); Education Amendments of 1972 (20 USC 1681); Americans with Disabilities Act of 1990 (42 USC 12132); Title 45, Code of Federal Regulations, Part 84; provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.); and regulations promulgated thereunder (Title 2, CCR, Section 7285.0 et seq.); Title 2, Division 3, Part 1, Chapter 1, Article 9.5 of the California Government Code, commencing with Section 11135; and Title 9, Division 4, Chapter 6 of the California Code of Regulations, commencing with Section 10800.

17.2 For the purpose of this Agreement, discriminations on the basis of race, color, creed, national origin, sex, age, physical or mental disability, or other protected characteristic include, but are not limited to, the following: denying a participant any service or providing a benefit to a participant which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any matter related to the receipt of any service; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and/or treating a participant differently from others in determining whether the participant satisfied any admission, enrollment, eligibility, membership or other requirement or condition which individuals must meet in order to be provided any service or benefit.

SECTION 18- INDEMNITY

18.1 To the fullest extent allowed by law, **Contractor** shall defend, indemnify, and hold the **JPA** harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, **JPA** employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the **Contractor's** services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the **JPA**, the **Contractor**, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the **JPA**, its officers and employees, or as expressly provided by statute. This duty of **Contractor** to indemnify and save **JPA** harmless includes the duties to defend set forth in California Civil Code Section 2778.

18.2 To the fullest extent allowed by law, **JPA** shall defend, indemnify, and hold the **Contractor** harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, **Contractor** employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the **JPA's** services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the **JPA**, the **Contractor**, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the **Contractor**, its officers and employees, or as expressly provided by statute. This duty of **JPA** to indemnify and save **Contractor** harmless includes the duties to defend set forth in California Civil Code Section 2778.

SECTION 19- INSURANCE

19.1 The **Contractor** shall provide to the **JPA** proof of a policy of insurance and documentation evidencing that the **Contractor** maintains insurance that meets the following requirements set forth hereinafter.

19.1.1 Full Worker's Compensation and Employers' Liability Insurance covering all **JPA** funded employees of the **Contractor** as required by law in the State of California.

19.1.2 Commercial General Liability Insurance of not less than \$3,000,000 combined single limit per occurrence for bodily injury and property damage.

19.1.3 Professional liability for **JPA** funded employees is required with a limit of liability of not less than \$6,000,000 per occurrence.

19.1.4 **Contractor** shall furnish a certificate of insurance satisfactory to the **JPA** as evidence that the insurance required above is being maintained. The insurance shall be issued by an insurance company acceptable to the **JPA**.

19.2 **Contractor** agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, **Contractor** agrees to provide at least

thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the **JPA** and **Contractor** agrees that no work or services shall be performed prior to the giving of such approval. In the event **Contractor** fails to keep in effect at all times insurance coverage as herein provided, **JPA** may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

19.2.1 The certificate of insurance must include the following provisions stating that: 1) The insurer shall not cancel the insured's coverage without thirty (30) days prior written notice to **JPA**, and; 2) The County and the **JPA**, and their officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. The additional insured provision shall apply to all liability policies except worker's compensation and professional liability insurance policies.

19.3 **Contractor's** insurance coverage shall be primary insurance as respects to the **JPA**, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the **JPA** its officers; officials, employees or volunteers shall be in excess of the **Contractor's** insurance and shall not contribute with it.

19.3.1 Any deductibles or self-insured retentions must be declared to and approved by the **JPA**, either:

19.3.1.1 The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the **JPA**, its officers, officials, employees, and volunteers; or

19.3.1.2 **Contractor** shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

19.4 Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the **JPA**, its officers, officials, employees or volunteers.

19.5 The insurance companies shall have no recourse against the **JPA**, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.

19.6 The **Contractor's** obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.

19.7 In the event the **Contractor** cannot provide an occurrence policy, **Contractor** shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.

19.7.1 Certificate of insurance shall meet such additional standards as may be determined by the **JPA**.

SECTION 20- INTEREST OF PUBLIC OFFICIAL

20.1 Except for their duties to the **JPA** Board, no official or employee of **Contractor** who exercises any functions or responsibilities in review or approval of services to be provided by **Contractor** under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects his/her personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of the **JPA** have any interest, direct or indirect, in this Agreement or the proceeds thereof.

SECTION 21- INTEREST OF CONTRACTOR

21.1 **Contractor** covenants that **Contractor** presently has no personal interest or financial interest and shall not acquire same in any manner or degree in either: 1) any other agreement or contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement.

SECTION 22- VENUE

22.1 Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California. **Contractor** waives any removal rights it might have under Code of Civil Procedure Section 394.

SECTION 23- ADMINISTRATION

23.1 All notices to be given by the parties hereto shall be in writing and sent postage prepaid by registered mail. Notices to **Contractor** shall be addressed as follows, or to such other location as either party directs:

JPA
480 Locust Road
Diamond Springs, CA 95619
530-642-0622
Attn: Executive Director

Contractor
6283 Main Street
Georgetown, CA 95634
(530) 333-4111
Attn: Fire Chief

23.2 The **JPA** Officer or employee responsible for administering this Agreement is the Executive Director, or successor.

SECTION 24- DISPUTES

24.1 Should any disputes arise between and/or among the **Contractor**, other Member Agencies, the **JPA** or the County EMS Agency, all parties will have the right to bring such disputes to the **JPA** Board of Directors, as provided by the Master Contract.

SECTION 25- FORCE MAJEURE

25.1 If any party hereto is rendered unable, wholly or in part, by Force Majeure to carry out its obligations under this agreement, that party shall give to the other parties hereto prompt written notice of the Force Majeure with reasonable full particulars concerning it.

25.2 Thereupon, the obligations of the party giving the notice, so far as they are affected by the Force Majeure, shall be suspended during, but no longer than the continuance

of, the Force Majeure, except for a reasonable time thereafter required to resume performance.

25.3 During any period in which any party hereto is excused from performance by reason of the occurrence of an event of Force Majeure, the party so excused shall promptly, diligently, and in good faith take all reasonable action required in order for it to be able to commence or resume performance of its obligations under the agreement.

25.4 Without limiting the generality of the foregoing, the party so excused from performance shall, during any such period of Force Majeure, take all actions reasonably necessary to terminate any temporary restraining orders or preliminary or permanent injunctions to enable it to so commence or resume performance of its obligations under the agreement

25.5 The party whose performance is excused due to the occurrence of an event of Force Majeure shall, during such period, keep the other parties notified of all such actions required in order for it to be able to commence or resume performance of its obligations under the agreement.

25.6 Force Majeure is defined as an act of God, act of public enemy, war and other causes not reasonably within the control of any parties hereto.

SECTION 26- AUTHORITY TO BID

The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

SECTION 27- SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect without being impaired or invalidated in any way.

SECTION 27- TERM

This agreement shall become effective on July 1, 2023, and will remain in effect, unless terminated pursuant to the provisions herein. This Agreement will be reviewed annually.

SECTION 29-PRIOR AGREEMENTS SUPERSEDED

This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they supersede all prior written or oral agreements or understandings in connection with the same subject matter. Each party acknowledges that in entering into this Agreement it does not rely on any statement, representation, or warranty other than those expressly set out in this Agreement.

In witness whereof, the parties hereto have executed this Agreement the day and year first below written.

Cristy Jorgensen, Executive Director
El Dorado County Emergency Services Authority

Date _____

Fire Chief Glenn Brown
Georgetown Fire Protection District

Date _____

Appendix A

HIPAA Business Associate Agreement Amendment

EL DORADO COUNTY EMERGENCY SERVICES AUTHORITY AND GEORGETOWN FIRE PROTECTION DISTRICT

This HIPAA Business Associate Agreement Amendment (“Amendment”) entered into by the El Dorado County Emergency Services Authority (hereinafter referred to as “the **JPA**”) and the Georgetown Fire Protection District (hereinafter referred to as “**Business Associate**”) supplements and is made part of the Business Associate Advanced Life Support Ambulance Agreement. (“Underlying Agreement”) as of the date of approval by the parties (the “Effective Date”).

RECITALS

WHEREAS, **JPA** and the **Business Associate** entered into the Underlying Agreement pursuant to which the **Business Associate** provides services to **JPA**, and in conjunction with the provision of such services, certain Protected Health Information (“PHI”) and Electronic Protected Health Information (“ePHI”) may be made available to the **Business Associate** for the purposes of carrying out its obligations under the Underlying Agreement; and

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act, Pub. L. No. 104-161 of 1996 (“HIPAA”), more specifically the regulations found at Title 45, CFR, Parts 160 and 164 (the “Privacy Rule”), as may be amended from time to time, which are applicable to the protection of any disclosure of PHI pursuant to the Underlying Agreement; and comply with the HITECH (the Health Information Technology for Economic and Clinical Health Act of 2009) and the regulations thereunder (including 45 C.F.R. Sections 164.308, 164.310, 164.312 and 164.316), that apply to a business associate of a covered entity in the same manner that such sections apply to the covered entity.

WHEREAS, County of El Dorado (County) is a Covered Entity, as defined in the Privacy Rule; and

WHEREAS, the **JPA** and its sub-contracting agency that is a recipient of PHI is a **Business Associate** as defined in the Privacy Rule; and

WHEREAS, the parties agree that any disclosure or use of PHI be in compliance with the Privacy Rule or other applicable law; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Definitions. Unless otherwise provided in this Amendment, capitalized terms shall have the same meanings as set forth in the Privacy Rule, as may be amended from time to time.

2. Scope of Use and Disclosure by the **Business Associate** of County Disclosed PHI.

- A. The **Business Associate** shall be permitted to use PHI disclosed to it:
- (1) on behalf of the **JPA**, or to provide services to the **JPA** for the purposes contained herein, if such use or disclosure would not violate the Privacy Rule if done by the **JPA**, or the minimum necessary policies and procedures of the **JPA** and County.
 - (2) As necessary to perform any and all of its obligations under the Underlying Agreement.
- B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Amendment or required by law, the **Business Associate** may:
- (1) Use the PHI in its possession for its proper management and administration and to fulfill any legal obligations.
 - (2) Disclose the PHI in its possession to a third party for the purpose of the **Business Associate's** proper management and administration or to fulfill any legal responsibilities of the **Business Associate**. The **Business Associate** may disclose PHI as necessary for the **Business Associate's** operations only if:
 - (a) The disclosure is required by law; or
 - (b) The **Business Associate** obtains a written **Business Associate** agreement from any person or organization to which the **Business Associate** will disclose such PHI that the person or organization:
 - i. will comply with all applicable HIPAA-HITECH laws;
 - ii. will hold such PHI in confidence and use or further disclose it only for the purpose for which the **JPA** disclosed it to the third party, or as required by law;
 - iii. will notify the **JPA** of any instances of which it becomes aware in which the confidentiality of the information has been breached.
 - (3) Aggregate the PHI and/or aggregate the PHI with that of other data for the purpose of providing **JPA** and County with data analyses related to the Underlying Agreement, or any other purpose, financial or otherwise, as requested by **JPA** and the County.
 - (4) Not disclose PHI without first notifying and receiving approval from the **JPA** and/or County.
- C. The **Business Associate** agrees that it will neither use nor disclose PHI it receives from any other business associate, except as permitted or

required by this Amendment, or as required by law, or as otherwise permitted by law.

3. Obligations of the **Business Associate**. In connection with its use of PHI disclosed to the **Business Associate**, the **Business Associate** agrees to:
 - A. Use or disclose PHI only as permitted or required by this Amendment or as required by law.
 - B. Use reasonable and appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Amendment and applicable laws.
 - C. To the extent practical, mitigate any harmful effect that is known to the **Business Associate** of a use or disclosure of PHI by the **Business Associate** in violation of this Amendment and applicable laws.
 - D. Report to **JPA** any use or disclosure of PHI not provided for by this Amendment of which the **Business Associate** becomes aware.
 - E. Require sub-contractors or agents to whom the **Business Associate** provides PHI to agree and sign a **Business Associate** agreement.
 - F. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use or disclosure of PHI created or received.
 - G. Obtain and maintain knowledge of the applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.
 - H. **Business Associate** will notify said party in writing within sixty (60) days where PHI may have been intentionally, and/or inadvertently disclosed and if such disclosure has been secured.
 - I. **Business Associate** and their personnel acknowledge that all collected PHI needs to be secured at all times.
4. PHI Access, Amendment and Disclosure Accounting.
The **Business Associate** agrees to:
 - A. Provide access, at the request of **JPA**, within five (5) days, to PHI in a Designated Record Set, to the **JPA**, or to an Individual as directed by the **JPA**.
 - B. To make any amendment(s) to PHI in a Designated Record Set that the **JPA** directs or agrees to at the request of **JPA** or an Individual within sixty (60) days of the request of **JPA**.
 - C. To assist the **JPA** in meeting its disclosure accounting under HIPAA:
 - (1) The **Business Associate** agrees to document such disclosures of PHI and information related to such disclosures as would be required for the **JPA** to respond to a request by an Individual for an accounting of disclosures of PHI.
 - (2) The **Business Associate** agrees to provide to **JPA** or an

Individual, within sixty (60) days, information collected in accordance with this section to permit the **JPA** to respond to a request by an Individual for an accounting of disclosures of PHI.

- (3) The **Business Associate** shall have available for the **JPA** the information required by this section for the six (6) years preceding the **JPA's** request for information.
 - D. Make available to the **JPA**, the **Business Associate's** internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining the **Business Associate's** compliance with the Privacy Rule, subject to any applicable legal restrictions.
 - E. Within thirty (30) days of receiving a written request from **JPA**, make available any and all information necessary for **JPA** to make an accounting of disclosures of **JPA** PHI by the **Business Associate**.
 - F. Within thirty (30) days of receiving a written request from **JPA**, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in the **Business Associate's** possession constitutes a Designated Record Set.
 - G. Not make any disclosure of PHI that **JPA** would be prohibited from making.
5. Obligations of **JPA**.
- A. **JPA** agrees that it will make its best effort to promptly notify the **Business Associate** in writing of any restrictions on the use and disclosure of PHI agreed to by **JPA** that may affect the **Business Associate's** ability to perform its obligations under the Underlying Agreement, or this Amendment.
 - B. **JPA** agrees that it will make its best effort to promptly notify the **Business Associate** in writing of any changes in, or revocation of, permission by any Individual to use or disclose PHI, if such changes or revocation may affect the **Business Associate's** ability to perform its obligations under the Underlying Agreement, of this Amendment.
 - C. **JPA** agrees that it will make its best effort to promptly notify the **Business Associate** in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect the **Business Associate's** use of disclosure of PHI.
 - D. **JPA** shall not request the **Business Associate** to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by **JPA**, except as may be expressly permitted by the Privacy Rule.
 - E. **JPA** will obtain any authorizations necessary for the use or disclosure of PHI, so that the **Business Associate** can perform its obligations under this Amendment and/or the Underlying Agreement.

6. Terms and Termination.

This Amendment shall commence upon the Effective Date and terminate upon the termination of the Underlying Agreement, as provided therein. Upon termination of this Agreement for any reason, the **Business Associate**, with respect to protected health information received from the County or **JPA** or created, maintained, or received by the **Business Associate** on their behalf, shall:

- A. Retain only that protected health information which is necessary for the **Business Associate** to continue its proper management and administration or to carry out its legal responsibilities;
- B. Return or destroy the remaining protected health information that the **Business Associate** still maintains in any form;
- C. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as the **Business Associate** retains the protected health information;
- D. Not use or disclose the protected health information retained by the **Business Associate** when it is no longer needed by the **Business Associate** for its proper management and administration or to carry out its legal responsibilities.

7. Amendment to Indemnity.

The **Business Associate** shall indemnify and hold harmless (1) the County and all Agencies, Districts, Special Districts and Departments of the County (2) the **JPA**, and (3) the County's and **JPA**'s respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (collectively, the "indemnified parties") from any liability whatsoever, based or asserted upon any services of the **Business Associate**, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Amendment, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever including fines, penalties or any other costs and resulting from any reason whatsoever arising from the performance of the **Business Associate**, its officers, agents, employees, subcontractors, agents or representatives from this Amendment. The **Business Associate** shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards of all indemnified parties in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by the **Business Associate**, the **Business Associate** shall, at their sole cost, have the right to use counsel of their choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of the indemnified parties; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes the **Business Associate**'s indemnification to the indemnified **parties** as set forth herein. The **Business Associate**'s obligation to defend, indemnify and hold harmless the indemnified

parties shall be subject to the indemnified parties having given the **Business Associate** written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at the **Business Associate's** expense, for the defense or settlement thereof. The **Business Associate's** obligation hereunder shall be satisfied when the **Business Associate** has provided to the indemnified parties the appropriate form of dismissal relieving **JPA** from any liability for the action or claim involved.

The specified insurance limits required in the Underlying Agreement of this Amendment shall in no way limit or circumscribe the **Business Associate's** obligations to indemnify and hold harmless the indemnified parties herein from third party claims arising from the issues of this Amendment.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the **Business Associate** from indemnifying the indemnified parties to the fullest extent allowed by law.

In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Amendment, this indemnification shall only apply to the subject issues included within this Amendment.

8. Amendment. The parties agree to take such action as is necessary to amend this Amendment from time to time as is necessary for **JPA** to comply with the Privacy Rule and HIPAA generally.
9. Survival. The respective rights and obligations of this Amendment shall survive the termination or expiration of this Amendment.
10. Regulatory References. A reference in this Amendment to a section in the Privacy Rule means the section as in effect or as amended.
11. Conflicts. Any ambiguity in this Amendment and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule and HIPAA generally.
12. Except as herein amended, all other parts and sections of this Agreement with the **Business Associate**, shall remain unchanged and in full force and effect.

Appendix B

COMPENSATION FOR SERVICES

**EL DORADO COUNTY EMERGENCY SERVICES AUTHORITY
AND
GEORGETOWN FIRE PROTECTION DISTRICT**

1. The **Contractor** acknowledges and agrees 1) that the **JPA's** Master Contract with the County is funded from three specific funding sources: CSA No. 7 Property Tax, CSA No. 7 Special Tax, and Ambulance Billing revenue; 2) all of these funding sources are limited and fluctuate from year to year; 3) there are three primary categories of on-going expenditure that must be sustained by CSA No. 7 funding: CSA No. 7 administration activities performed by the County, **JPA** ambulance services and ambulance billing/collection services; and, 4) the Master Contract is primarily a fixed price Agreement with annual adjustments plus standby revenue. The **JPA** and **Contractor** agree that the County shall not fund compensation from any other funds or revenues, including but not limited to the County's General Fund.

2. The **JPA** shall compensate the **Contractor** on a monthly basis based on actual costs expended (i.e., payments made) with amounts not to exceed those listed in the chart below.

Class 30 Expenses		
Employee Salary & Benefits	Maximum Allowance: \$1,300,000 per medic unit	Compensation will be at actual cost of the previous months Employee Salary & Benefit cost. <i>*Exception: If Contractor pre-pays the UAL obligation, that payment will be distributed over a period not to exceed 12 consecutive calendar months.</i>
Class 40 Expenses		
Object Code 4022: Uniforms	Maximum Allowance: \$7,600 per medic unit	Compensated at actual cost.
Object Code 4304 Agency Admin	\$25,000 per medic unit	Compensated annually in July
Object Code 4440: Rental/Lease Buildings	\$18,500 per medic unit	Compensated annually in January <i>*Payable to the Fire District where the medic unit is physically based.</i>
Object 4609 Staff Development	Maximum Allowance: \$7,600 per medic unit	Compensated at actual cost
Object 4700 Utilities	\$9,700 per medic unit	Compensated annually in January <i>*Payable to the Fire District where the medic unit is physically based.</i>

3. Invoices submitted for reimbursement must be accompanied with supporting documentation of payment and the basis of such payment, including receipts, invoices, personnel rosters and referenced line items and are subject to the review and approval of the **JPA** Executive Director or designee.
4. The **Contractor** agrees to submit a preliminary fiscal year budget to the **JPA** on an annual basis, which will be reviewed and approved by the **JPA** Finance Committee.
5. At any time during the Agreement, in the event that significant circumstances beyond the reasonable control of the **JPA** or **Contractor**, dramatically increase the **Contractor's** expenses or decrease **JPA** revenues, either the **JPA** or the **Contractor** may request to meet and confer regarding the terms of this Agreement.
6. After the close of Fiscal Year 2022/23, **Contractor** may submit to the **JPA** a chart of all unused leave balances accrued during FY 22/23 for each employee while that employee was assigned full-time to a **JPA** ambulance. The chart should not include those hours that are included in an annual cash-out per the **Contractor's** bargaining agreement.

The chart submitted by the **Contractor** shall be accompanied by appropriate documentation of the calculation of employee(s) annual leave accrual and associated unused balance including hours and rate of pay.

The **JPA** shall record all such unused leave balances as accrued liabilities to the **Contractor**, to be reimbursed by the **JPA** as such time that (a) the respective **Contractor** employee is no longer assigned full time to a **JPA** Ambulance, or (b) this contract terminates because the **JPA** is no longer obligated under Contract #2298 (or subsequent contract) with the County of El Dorado for Prehospital Advanced Life Support, Ambulance and Dispatch Services.

Such request must be made at the next regularly scheduled **JPA** Board of Directors meeting and is subject to available funds within the remaining balance of Class 30 Employee Salary & Benefits (Object Code 4324) in the **JPA** budget.

7. If additional funds are available after the request for unused leave balances have been funded, **Contractor** may request additional funding to reimburse administrative expenses above and beyond the amounts described above based on the following:
 - a. Calculation formula will be: # of medic unit personnel as a % of total department full-time employee count. This % is applied towards the comprehensive salary and benefit cost of administrative employees who support medic unit operations.

Such request must be made at the next regularly scheduled **JPA** Board of Directors meeting and is subject to available funds within the remaining balance of Class 30 Employee Salary & Benefits (Object Code 4324) in the **JPA** budget.

8. If additional funds are available after the reimbursement of Administrative fees (based on the calculation formula in item #6 above), **Contractor** may request additional reimbursement of actual personnel expenses over the contractually obligated amount. Such request must be made at the next regularly scheduled **JPA** Board of Directors meeting and is subject to available funds within the remaining balance of Medic Unit Class 30 Employee Salary & Benefits (Object Code 4324) in the **JPA** budget.
9. Any request for additional funds above and beyond those specifically defined in this agreement under Appendix B, Item #2, are subject to the review and approval of the **JPA** Board of Directors.

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**GEORGETOWN FIRE PROTECTION DISTRICT
FINANCIAL STATEMENTS**

FOR THE FISCAL YEAR ENDED JUNE 30, 2022

DRAFT

GEORGETOWN FIRE PROTECTION DISTRICT

FINANCIAL STATEMENTS

June 30, 2022

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LARRY BAIN, CPA

An Accounting Corporation

Member of American Institute of Certified Public Accountants

Member of AICPA Peer Review Program

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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Georgetown Fire Protection District
Georgetown, California

Qualified Opinion

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information which comprise the basic financial statements of Georgetown Fire Protection District as of and for the fiscal year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, except for the effect of the matter discussed in the basis for qualified opinion, the basic financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities and fund information of the Georgetown Fire Protection District as of and for the fiscal year ended June 30, 2022, and the changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Qualified Opinion

The District received \$139,958 for the Cal Fire/OES August move up and paid the Strike Team members \$110,979 resulting in a \$28,979 underpayment to the Strike Team members. The other two incidents tested resulted in an underpayment of \$7,687. The difference in pay can be used to pay firefighters to backfill pre-scheduled station shifts for strike team members who were away on the emergency responses, however the District was unable to provide support for the amount paid to firefighters to backfill the strike team member shifts resulting in a scope limitation. The result of this scope limitation is a potential understatement of payroll liabilities and an understatement of payroll expense of \$36,666 for the 3 incidents tested. We did not test all of the Strike Team incidents. The liability and expenditure for the underpayments have not been recorded in these financial statements, and therefore we do not give an opinion on the strike team payroll and associated liabilities.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Lake Shastina Community Services District and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Georgetown Fire Protection District's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements. In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Georgetown Fire Protection District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Georgetown Fire Protection District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Other Matters

Required Supplementary Information

The Georgetown Fire Protection District has not presented the Management Discussion and Analysis that accounting principles generally accepted in the United States has determined is necessary to supplement, although not required to be part of, the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board (GASB), who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion is not modified as a result of the omission.

Other Information

The required supplementary information (RSI) other than MD&A, as listed in the table of contents on page 25 as the budgetary comparison schedule-General Fund, page 26 as the Schedule of the Plan's Proportionate Share of the Net Pension Liability, page 27 as the Schedule of District Pension Contributions and page 28 as the District's Other Postemployment Benefits (OPEB) Plan Schedule of Changes in the District's Net OPEB Liability and Related Ratios, is presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board (GASB), who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the RSI in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

DRAFT

Larry Bain, CPA
An Accounting Corporation

April 24, 2023

GEORGETOWN FIRE PROTECTION DISTRICT

**STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED JUNE 30, 2022**

	Governmental Activities
Assets and Deferred Outflows of Resources	
Current assets	
Cash and investments (note 2)	\$ 1,010,659
Imprest cash	500
Receivables	340
Total current assets	<u>1,011,499</u>
Non-current assets	
Restricted cash	110,894
Capital assets-net (note 3)	1,610,087
Total non-current assets	<u>1,720,981</u>
Total assets	<u>2,732,480</u>
Deferred outflows of resources	
Deferred outflow-pensions (note 5)	992,537
Deferred outflow-OPEB (note 6)	268,556
Total deferred outflows of resources	<u>1,261,093</u>
Liabilities, Deferred Inflows of Resources and Net Position	
Current liabilities:	
Accounts payables	126,713
Accrued payroll	51,011
Long-term liabilities due within one year (note 3)	80,365
Total current liabilities	<u>258,089</u>
Noncurrent liabilities:	
Compensated absences due after one year (note 3)	110,324
Loans payable due after one year (note 3)	1,488
Net pension liability (note 5)	1,910,093
Net OPEB liability (note 6)	2,375,658
Total noncurrent liabilities	<u>4,397,563</u>
Total liabilities	<u>4,655,651</u>
Deferred inflows of resources	
Deferred inflow-pensions (note 5)	1,583,779
Deferred inflow-OPEB (note 6)	845,838
Total deferred inflows of resources	<u>2,429,617</u>
Net Position	
Net investment in capital assets	1,570,003
Restricted	110,894
Unrestricted	(4,772,592)
Total net position	<u>\$ (3,091,695)</u>

The notes to financial statements are an integral part of this statement

GEORGETOWN FIRE PROTECTION DISTRICT

**STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED JUNE 30, 2022**

	Program Revenues		Net (Expense) Revenue and Changes in Net Position
	Expenses	Charges for Services	Operating Grants and Contributions
			Totals June 30, 2021
Governmental Activities:			
Public safety-fire	\$ 938,822	\$ 6,934	\$ 857,789
Public safety-ambulance	1,278,114		1,150,000
Total governmental activities	\$ 2,216,936	\$ 6,934	\$ 2,007,789
General Revenues:			
Property tax, levied for general purposes			547,484
Other			94,343
Sale of assets			-
Investment income			33,232
Total general revenues			675,059
Change in net position			472,846
Net position - beginning			(3,756,911)
Prior period adjustment			192,370
Net position - ending			\$ (3,091,695)

The notes to financial statements are an integral part of this statement

GEORGETOWN FIRE PROTECTION DISTRICT

**GOVERNMENTAL FUNDS
BALANCE SHEET
JUNE 30, 2022**

	<u>General Fund</u>
Assets	
Cash in county treasury	\$ 1,010,659
Restricted cash in county treasury	110,894
Imprest cash	500
Accounts receivable	340
Total assets	\$ <u>1,122,393</u>
Liabilities	
Accounts payable and accrued expenses	\$ 126,713
Accrued payroll	51,011
Total liabilities	<u>177,724</u>
Fund Balances	
Restricted for imprest cash	500
Restricted for developer fees	22,835
Restricted for retiree healthcare	88,059
Unassigned	833,275
Total fund balances	<u>944,669</u>
Total liabilities and fund balances	\$ <u>1,122,393</u>

The notes to financial statements are an integral part of this statement

GEORGETOWN FIRE PROTECTION DISTRICT
RECONCILIATION OF GOVERNMENTAL FUNDS
BALANCE SHEET TO THE STATEMENT OF NET POSITION
JUNE 30, 2022

Total fund balances of governmental funds	\$	944,669
Amounts reported for governmental activities in the statement of net position are different because:		
Capital assets used in governmental activities are not financial resources and therefore are not reported in the funds.		1,610,087
Compensated absences are not due and payable in the current period and therefore are not reported in the governmental funds.		(152,092)
Deferred outflows and inflows of resources related to pensions are recorded as deferred outflows and deferred inflows in the government wide financial statements and are not recorded in the funds		(1,168,524)
The net pension and OPEB liabilities are not due and payable in the current period and therefore are not reported in the governmental funds.		(4,285,751)
Long-term debt is not due and payable in the current period and therefore is not reported in the governmental funds.		<u>(40,084)</u>
Net position of governmental activities	\$	<u><u>(3,091,695)</u></u>

The notes to financial statements are an integral part of this statement

GEORGETOWN FIRE PROTECTION DISTRICT

**GOVERNMENTAL FUNDS
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
FOR THE FISCAL YEAR ENDED JUNE 30, 2022**

	General Fund		Total
	Fire	Ambulance	
Revenues			
General and special tax	\$ 543,552	\$ -	\$ 543,552
Special assessment	230,160		230,160
Intergovernmental	576,354	1,150,000	1,726,354
Use of money and property	33,232		33,232
Charges for current services	6,934		6,934
Miscellaneous	94,343	-	94,343
Total revenues	1,484,575	1,150,000	2,634,575
Expenditures Paid			
Salaries and benefits	897,760	1,276,580	2,174,340
Services and supplies	337,639	1,534	339,173
Debt service			
Principal	38,596		38,596
Interest	3,032		3,032
Capital outlay	41,081		41,081
Total expenditures	1,318,108	1,278,114	2,596,222
Excess (deficiency) of revenues over expenditures before significant item	166,467	(128,114)	38,353
Significant item	247,577		247,577
Net change in fund balance	414,044	(128,114)	285,930
Fund balances, beginning of fiscal year			658,739
Fund balances, end of fiscal year			\$ 944,669

The notes to financial statements are an integral part of this statement

GEORGETOWN FIRE PROTECTION DISTRICT
RECONCILIATION OF GOVERNMENTAL FUNDS
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
TO THE STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED JUNE 30, 2022

Net change in fund balances - total governmental funds	\$	285,930
<p>Amounts reported for governmental activities in the statement of activities differs from the amounts reported in the statement of revenues, expenditures and changes in fund balances because:</p>		
<p>Governmental funds report capital outlays as expenditures. However, in the Statement of Activities. The costs of those assets is allocated over their estimated useful lives as depreciation expense or are allocated to the appropriate functional expense when the cost is below the capitalization threshold. This activity is reconciled as follows:</p>		
Capital outlay		41,051
Current year depreciation expense		(110,393)
Changes in compensated absences do not effect expenditures in the governmental funds but the change is adjusted through salary expense in the statement of net position		23,652
Changes in proportions from the pension do not effect expenditures in the governmental funds, but the change is adjusted through expense in the government wide statement.		386,380
Deferred revenue-unavailable is recorded as a liabiity in the fund financial statements, however the revenue is recognized in the governmental fund financial statements		(192,370)
Changes in long-term debt do not effect expenditures in the governmental funds but the change is adjusted through principal expense in the statement of net position		38,596
Change in net position of governmental activities	\$	472,846

The notes to financial statements are an integral part of this statement

GEORGETOWN FIRE PROTECTION DISTRICT

**STATEMENT OF FIDUCIARY NET POSITION
FIDUCIARY FUNDS
JUNE 30, 2020**

	<u>Custodial Fund</u> OPEB Trust Fund	<u>Totals</u>
<u>Assets</u>		
Cash and investments	\$ 155,358	\$ 155,358
Total assets	<u>155,358</u>	<u>155,358</u>
<u>Liabilities</u>		
Due to others	\$ -	\$ -
Total liabilities	<u>-</u>	<u>-</u>
<u>Net Position</u>		
Held in trust for OPEB	<u>155,358</u>	<u>155,358</u>
Total net position	<u>\$ 155,358</u>	<u>\$ 155,358</u>

The notes to financial statements are an integral part of this statement

GEORGETOWN FIRE PROTECTION DISTRICT
STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
FIDUCIARY FUNDS
FOR THE FISCAL YEAR ENDED JUNE 30, 2020

	Custodial Fund	
<u>Assets</u>	OPEB Trust Fund	Totals
Additions:		
Contributions	\$ -	\$ -
Investment earnings	-	-
Total additions	-	-
Deductions		
Investment losses	22,285	22,285
Administrative costs	150	150
Total deductions	22,435	22,435
Change in net position	(22,435)	(22,435)
Net position beginning of fiscal year	177,793	177,793
Net position end of fiscal year	\$ 155,358	\$ 155,358

The notes to financial statements are an integral part of this statement

GEORGETOWN FIRE PROTECTION DISTRICT

Notes to the Financial Statements June 30, 2022

Note 1: Summary of Significant Accounting Policies

The District was organized in 1910 and currently provides fire and emergency medical services to the communities of Green Valley, Rockville, Georgetown, and Lower Suisun Valley. It is operated under the direction of a five-member board duly elected and empowered by the electorate with sole authority over the District operations. Although the District is independent from the El Dorado County Board of Supervisors, its financial activities are processed through the County Auditor-Controller's Office.

The accounting policies of the District conform to U.S. generally accepted accounting principles as applicable to governmental units. The following is a summary of the more significant policies:

A. Reporting Entity

The District has defined its reporting entity in accordance with generally accepted accounting principles, which provides guidance for determining which governmental activities, organizations and functions should be included in the reporting entity. In evaluating how to define the District for financial reporting purposes, management has considered all potential component units. The primary criterion for including a potential component unit within the reporting entity is the governing body's financial accountability. A primary governmental entity is financially accountable if it appoints a voting majority of a component unit's governing body and it is able to impose its will on the component unit, or if there is a potential for the component unit to provide specific financial benefits to, or impose specific financial burdens on, the primary government. A primary government may also be financially accountable if a component unit is fiscally dependent on the primary governmental entity regardless of whether the component unit has a separately elected governing board, a governing board appointed by a higher level of government, or a jointly appointed board. Based upon the aforementioned oversight criteria, the District will report no component units.

B. Basis of Accounting

Government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned or, for property tax revenues, in the period for which levied. Expenses are recorded when a liability is incurred, regardless of the timing of related cash flows.

Governmental funds are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized when both measurable and available. Measurable means the amount of the transaction can be determined and available means collectible in the current period or soon enough thereafter to be used to pay liabilities of the current period. Resources not available to finance expenditures and commitments of the current period are recognized as deferred revenue or as a reservation of fund balance. The District considers property taxes available if they are collected within sixty-days after year-end. Expenditures are recorded when the related fund liability is incurred. Principal and interest on general long-term debt, as well as compensated absences and claims and judgments are recorded only when payment is due. General capital acquisitions are reported as expenditures in governmental funds. Proceeds of general long-term debt and capital leases are reported as other financial sources.

When both restricted and unrestricted net position are available, unrestricted resources are used only after the restricted resources are depleted.

GEORGETOWN FIRE PROTECTION DISTRICT

Notes to the Financial Statements June 30, 2022

Note 1: Summary of Significant Accounting Policies (Continued)

C. Non-Current Governmental Assets/Liabilities

GASB Statement 34 eliminates the presentation of account groups, but provides for these records to be maintained and incorporates the information into the Governmental Activities column in the government-wide statement of net position.

D. Basis of Presentation

The accounts of the District are organized and operated on the basis of funds. A fund is an independent fiscal and accounting entity with a self-balancing set of accounts established for the purpose of carrying on specific activities or attaining certain objectives in accordance with special regulations, restrictions or limitations. The District's resources are accounted for in these individual funds based on the purposes for which they are to be spent and the means by which spending activity is controlled. For financial reporting, these funds have been grouped into the fund type discussed below.

Governmental Fund Type

Governmental funds are used to account for the District's expendable financial resources and related liabilities (except those accounted for in proprietary and similar trust funds). The measurement focus is based upon determination of changes in financial position. The following is the District's governmental fund:

General Fund - This fund accounts for all the financial resources not required to be accounted for in another fund. This fund consists primarily of general government type activities.

Fiduciary Fund

Accounts for activities associated with the District's OPEB trust fund.

E. Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures/expenses during the reporting period. Actual results could differ from those estimates.

F. Restricted Assets

Restricted assets are financial resources generated for a specific purpose such as construction of improvements and financing of debt obligations. These amounts are restricted, as their use is limited by applicable bond covenants or other external requirements.

G. Compensated Absences

Compensated absences represent the vested portion of accumulated vacation and sick leave. In accordance with GASB 16, the liability for accumulated leave includes all salary - related payments that are directly and incrementally connected with leave payments to employees, such as Medicare taxes. A current liability is recorded in the governmental fund type to account for these vested leave accruals, which are expected to be used within the next fiscal year. The non-current (the amount estimated to be used in subsequent fiscal years) for governmental funds is maintained separately and represents a reconciling item between the fund and government-wide financial statement presentation.

GEORGETOWN FIRE PROTECTION DISTRICT

Notes to the Financial Statements
June 30, 2022

Note 1: Summary of Significant Accounting Policies (Continued)

H. Capital Assets

Capital assets, recorded at historical cost or estimated historical cost if actual historical cost is not available, are reported in governmental activities column of the government-wide financial statements. Contributed fixed assets are valued at their estimated fair market value. Capital assets include land, buildings and building improvements and equipment. Capital assets are defined by the District as assets with an initial, individual cost of more than \$5,000 for Equipment, and \$25,000 for buildings and improvements. All land is capitalized regardless of historical cost.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed. Depreciation is recorded in the government-wide financial statements on the straight-line bases over the useful life of the assets as follows:

<u>Assets</u>	<u>Useful Life</u>
Buildings and improvements	40 years
Equipment	5 to 22 years

I. Property Tax and Assessment

The District receives property taxes from El Dorado County, which has been assigned the responsibility for assessment, collections, and apportionment of property taxes for all taxing jurisdictions within the County. Secured property taxes are levied on January 1 for the following fiscal year and on which date it becomes a lien on real property. Secured property taxes are due in two instalments on November 1 and February 1 and are delinquent after December 10 and April 10, respectively, for the secured roll. Based on a policy by the County called the Teeter Plan, 100% of the allocated taxes are transmitted by the County to the District, eliminating the need for an allowance for uncollectible. The County, in return, receives all penalties and interest on delinquent taxes. Property taxes on the unsecured roll are due on the January 1 lien date and become delinquent if unpaid by August 31. Property tax revenues are recognized in the fiscal year they are received.

In November 2002, the Board of Directors introduced Measure I Proposition to the District voters. Under the terms of that proposal, owners of real property located within the boundaries of the District were to be taxed a special assessment in addition to the property tax assessments under Article XIII A. Measure I was passed by the District voters and became effective during the year ended June 30, 2004. The special assessment is subject to the Gann Spending Limit.

J. Interfund Transactions

Operating transfers are transactions to allocate resources from one fund to another fund not contingent on the incurrence of specific expenditures in the receiving fund. Interfund transfers are generally recorded as operating transfers in and operating transfers out in the same accounting period. Transfers between governmental funds are netted as part of the reconciliation to the government-wide presentation.

GEORGETOWN FIRE PROTECTION DISTRICT

Notes to the Financial Statements
June 30, 2022

Note 2: Cash and Investments

Cash and investments at June 30, 2022, consisted of the following:

El Dorado County	\$ 1,121,553
Imprest cash	500
Total cash and investments	<u>\$ 1,122,053</u>

The District maintains its cash and investments with the El Dorado County Treasurer in an investment pool. The District's funds are managed in accordance with the investment policy of the County Treasury. On a quarterly basis the Treasurer allocates interest to participants based upon their average daily balances. Required disclosure information regarding the categorization of investments and investment risk can be found in the County's financial statements. The El Dorado County's financial statements may be obtained by contacting the County of El Dorado Auditor-Controller's office at 360 Fair Ln. #B Placerville, CA 95667.

Required disclosures for the District's investment in the El Dorado County Investment Pool at June 30, 2022 are as follows:

Credit risk	Not rated
Custodial risk	Not applicable
Concentration of credit risk	Not applicable
Interest rate risk	Not available

Investment in Government Pool

Investments are accounted for in accordance with the provisions of GASB Statement No. 31, which requires governmental entities to report certain investments at fair value in the balance sheet and recognize the corresponding change in fair value of investments in the year in which the change occurred. The District reports its investment in the El Dorado County investment pool at fair value based on quoted market information obtained from fiscal agents or other sources if the change is material to the financial statements.

Note 3: Property, Plant and Equipment

Activity for general fixed assets capitalized by the District for the year ended June 30, 2022 is summarized below:

	Balance July 1, 2021	Additions	Retirements/ Adjustments	Balance June 30, 2022
Capital assets, not being depreciated:				
Land	\$ 560,519	\$ -	\$ -	\$ 560,519
Construction in progress		33,447		33,447
Capital assets, being depreciated:				
Building and improvements	1,027,897		-	1,027,897
Equipment and vehicles	1,709,219	7,604		1,716,823
Total capital assets, being depreciated	2,737,116	7,604		2,744,720
Less accumulated depreciation	(1,614,120)	(110,393)		(1,724,513)
Governmental activities, capital assets, net	<u>\$ 1,683,515</u>	<u>\$ (102,789)</u>	<u>\$ -</u>	<u>\$ 1,614,173</u>

GEORGETOWN FIRE PROTECTION DISTRICT

Notes to the Financial Statements
June 30, 2022

Note 4: Long-Term Liabilities

A summary of the changes in the District's long-term liabilities reported in the government-wide financial statements for the year ended June 30, 2022:

	Balance July 1, 2021	Additions	Retirements/ Adjustments	Balance June 30, 2022	Due Within One Year
Governmental Activities					
Compensated absences	\$ 179,830	\$ 55,799	\$ (83,537)	\$ 152,092	\$ 41,769
Engine 361 loan	78,680		(38,596)	40,084	38,596
Net pension liability	3,309,512		(1,399,419)	1,910,093	
Net OPEB liability	2,937,209	-	(561,551)	2,375,658	
Totals	<u>\$ 6,505,231</u>	<u>\$ 55,799</u>	<u>\$(2,083,103)</u>	<u>\$ 4,477,927</u>	<u>\$ 80,365</u>

During the 2017 fiscal year the District entered into a loan with First Bank to finance the purchase of a vehicle. The total amount of the loan was \$189,983 with an interest rate of 3.01% and \$41,628 annual payments due through August 1, 2022.

The principal and interest payments for this lease as of June 30, 2022, are as follows:

Fiscal Year Ending June 30	Principal	Interest	Total
2023	\$ 40,084	\$ 1,545	\$ 41,629
Total	<u>\$ 40,084</u>	<u>\$ 1,545</u>	<u>\$ 41,629</u>

Note 5: Risk Management

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The District purchases commercial insurance to cover the risk of loss. The District pays an annual premium for its general insurance coverage.

Note 6: Defined Benefit Pension Cost-Sharing Employer Plan

A. General Information about the Pension Plans

Plan Descriptions – All qualified permanent and probationary employees are eligible to participate in the District’s Miscellaneous or Safety Employee Pension Plan, cost-sharing multiple employer defined benefit pension plans administered by the California Public Employees’ Retirement System (CalPERS). Benefit provisions under the Plans are established by State statute and District resolution. CalPERS issues publicly available reports that include a full description of the pension plans regarding benefit provisions, assumptions and membership information that can be found on the CalPERS website.

Benefits Provided – CalPERS provides service retirement and disability benefits, annual cost of living adjustments and death benefits to plan members, who must be public employees and beneficiaries. Benefits are based on years of credited service, equal to one year of full time employment. Classic members hired before January 1, 2013 with five years of total service are eligible to retire between ages 45 and 57 and PEPRA employees hired after January 1, 2013 are eligible to retire between ages 57 and 62, with statutorily reduced benefits. All members are eligible for non-duty disability benefits after 10 years of service. The death benefit is one of the following: the Basic Death Benefit, the 1957 Survivor Benefit, or the Optional Settlement 2W Death Benefit. The cost of living adjustments for each plan are applied as specified by the Public Employees’ Retirement Law.

GEORGETOWN FIRE PROTECTION DISTRICT

Notes to the Financial Statements
June 30, 2022

Note 6: Defined Benefit Pension Cost-Sharing Employer Plan (Continued)

The Plans' provisions and benefits in effect at June 30, 2022, are summarized as follows:

	Miscellaneous		Safety	
	Prior to January 1,	On or after January 1, 2013	Prior to January 1, 2013	On or after January 1, 2013
Hire date				
Benefit formula	2.0% @ 60	2.0% @ 62	2.0% @ 60	2.0% @ 62
Benefit vesting schedule	5 years service	5 years service	5 years service	5 years service
Benefit payments	monthly for	monthly for life	monthly for life	monthly for life
Retirement age	55-60	52-67	55-60	52-67
Monthly benefits, as a % of compensation	1.5% to 2.0%	1.0% to 2.0%	1.5% to 2.0%	1.0% to 2.0%
Required employee contribution rates	8.00%	6.75%	9.00%	13.00%
Required employer contribution rates	13.35%	7.59%	22.48%	13.13%

Contributions – Section 20814(c) of the California Public Employees' Retirement Law requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. Funding contributions for the Plans are determined annually on an actuarial basis as of June 30 by CalPERS. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The District is required to contribute the difference between the actuarially determined rate and the contribution rate of employees.

For the year ended June 30, 2022, the contributions recognized as part of pension expense for each Plan were as follows:

Contributions-Employer-Miscellaneous	\$	36,276
Contributions-Employer-Safety		302,667

B. Pension Liabilities, Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions

As of June 30, 2022, the District reported net pension liabilities for its proportionate shares of the net pension liability of the Plan as follows:

	<u>Proportionate share of Net pension liability</u>
Miscellaneous Plan	\$ 186,769
Safety Plan	1,723,324

The District's net pension liability for each Plan is measured as the proportionate share of the net pension liability. The net pension liability of each of the Plans is measured as of June 30, 2021, and the total pension liability for each Plan used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2020 rolled forward to June 30, 2021 using standard update procedures. The District's proportion of the net pension liability was based on a projection of the District's long-term share of contributions to the pension plans relative to the projected contributions of all participating employers, actuarially determined.

GEORGETOWN FIRE PROTECTION DISTRICT

Notes to the Financial Statements
June 30, 2022

Note 6: Defined Benefit Pension Cost-Sharing Employer Plan (Continued)

The District's proportionate share of the net pension liability as of June 30, 2021 and 2022 were as follows:

	<u>Miscellaneous</u>	<u>Safety</u>
Proportion - June 30, 2021	0.00650%	0.04556%
Proportion - June 30, 2022	0.00984%	0.04910%
Change - Increase (Decrease)	0.00334%	0.00354%

For the fiscal year ended June 30, 2022, the District recognized pension expense of -\$233,762. At June 30, 2022, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Differences between expected and actual experience	\$ 315,373	\$ -
Changes of assumptions		
Net difference between projected and actual earnings on pension plan investments		(1,188,749)
Changes in proportion	338,222	
Changes in proportionate share of contributions		(395,030)
District contributions subsequent to the measurement date	338,942	-
Total	<u>\$ 992,537</u>	<u>\$ (1,583,779)</u>

\$338,942 reported as deferred outflows of resources related to contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2023.

Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized as pension expense as follows:

<u>Measurement Period Year Ended June 30:</u>	
2023	\$ 177,987
2024	181,526
2025	243,357
2026	327,314

Actuarial Assumptions – The total pension liabilities in the June 30, 2020 actuarial valuations were determined using the following actuarial assumptions:

Valuation Date	June 30, 2020
Measurement Date	June 30, 2021
Actuarial Cost Method	Entry-Age Normal Cost
Actuarial Assumptions:	
Discount Rate	7.15%
Inflation	2.50%
Payroll Growth	3.00%
Projected Salary Increase	3.3% - 14.2%
Investment Rate of Return	7.15%

GEORGETOWN FIRE PROTECTION DISTRICT

Notes to the Financial Statements
June 30, 2022

Note 6: Defined Benefit Pension Cost-Sharing Employer Plan (Continued)

Discount Rate – The discount rate used to measure the total pension liability was 7.15% for each Plan. To determine whether the municipal bond rate should be used in the calculation of a discount rate for each plan, CalPERS stress tested plans that would most likely result in a discount rate that would be different from the actuarially assumed discount rate. Based on the testing, none of the tested plans run out of assets. Therefore, the current 7.15 percent discount rate is adequate and the use of the municipal bond rate calculation is not necessary. The long term expected discount rate of 7.15 percent will be applied to all plans in the Public Employees Retirement Fund (PERF). The stress test results are presented in a detailed report that can be obtained from the CalPERS website.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. In determining the long-term expected rate of return, CalPERS took into account both short-term and long-term market return expectations as well as the expected pension fund cash flows. Using historical returns of all the funds’ asset classes, expected compound returns were calculated over the short-term (first 10 years) and the long-term (11-60 years) using a building-block approach. Using the expected nominal returns for both short-term and long-term, the present value of benefits was calculated for each fund. The expected rate of return was set by calculating the single equivalent expected return that arrived at the same present value of benefits for cash flows as the one calculated using both short-term and long-term returns. The expected return was then set equivalent to the single equivalent rate calculated above and rounded down to the nearest one quarter of one percent.

The table below reflects the long-term expected real rate of return by asset class. The rate of return was calculated using the capital market assumptions applied to determine the discount rate and asset allocation. These rates of return are net of administrative expenses.

<u>Asset Class</u>	<u>Current Allocation Target</u>	<u>Real Return Years 1-10 (1)</u>	<u>Real Return Years 11+ (2)</u>
Global Equity	47.0%	4.90%	5.38%
Global Fixed Income	19%	0.80%	0.0227
Inflation Sensitive	6%	0.60%	0.0139
Private Equity	12%	6.60%	0.0663
Real Estate	11%	2.80%	0.0521
Infrastructure and Forestland	3%	3.90%	0.0536
Liquidity	2%	-0.40%	(0.90)

(1) An expected inflation of 2.5% used for this period

(2) An expected inflation of 3.0% used for this period

Sensitivity of the Proportionate Share of the Net Pension Liability to Changes in the Discount Rate – The following presents the District’s proportionate share of the net pension liability for each Plan, calculated using the discount rate for each Plan, as well as what the District’s proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage point lower or 1-percentage point higher than the current rate:

	<u>Discount Rate -1% (6.15%)</u>	<u>Current Discount Rate (7.15%)</u>	<u>Discount Rate +1% (8.15%)</u>
Miscellaneous Plans	\$ 446,044	\$ 186,769	\$ (27,570)
Safety Plans	\$ 3,455,812	\$ 1,723,324	\$ 162,665

GEORGETOWN FIRE PROTECTION DISTRICT

Notes to the Financial Statements
June 30, 2022

Note 7: Other Postemployment Benefits (OPEB)

General Information about the OPEB Plan

Plan Description.

The District administers a single-employer defined-benefit post-employment healthcare plan. Dependents are eligible to enroll and benefits continue to surviving spouses and eligible dependents on death of retiree.

Benefits Provided

Retirees are eligible for medical benefits if they retire at age 50 (or age 52, if a new miscellaneous employee after January 1, 2013) with 5 years of CalPERS service, or approved disability retirement. The District pays for 100% of premiums up to a maximum of \$1,100/month, as of June 30, 2022. The maximums are subject to change (increases) over time.

Employees Covered By Benefit Terms

At June 30, 2022 (the census date), the benefit terms covered the following employees:

Inactive employees currently receiving benefit payments	7
Active employees	11
Total	<u>18</u>

Contributions

The District makes contributions on a "pay-as-you-go" basis.

Financial Report

The District issues a stand-alone financial report that is available to the public. The report is available on request.

Total OPEB Liability

The District's total OPEB liability was valued as of June 30, 2021, and was used to calculate the total OPEB liability measured as of June 30, 2022.

Actuarial Assumptions

The net OPEB liability in the June 30, 2021 actuarial valuation was determined using the following actuarial assumptions:

Valuation Date	June 30, 2021
Measurement Date	June 30, 2021 to June 30, 2022
Actuarial Assumptions:	
Discount Rate	3.69%
Healthcare trend rates	4.04% to 6.50%
Salary increase	2.80%
Investment Rate of Return	3.69%

The discount rate used to measure the total OPEB liability is 3.69%. The District's OPEB Plan is an unfunded plan, therefore the discount rate was set to the rate of tax-exempt, high-quality 20-year municipal bonds, as of the measurement date.

GEORGETOWN FIRE PROTECTION DISTRICT

Notes to the Financial Statements
June 30, 2022

Note 7: Other Postemployment Benefits (OPEB) (Continued)

Changes in the Total OPEB Liability

The table below shows the changes in the total OPEB liability, the Plan Fiduciary Net Position (i.e. fair value of Plan assets), and the net OPEB liability during the reporting period ending on June 30, 2022.

	Increase (Decrease)		
	Total OPEB Liability	Plan Fiduciary	Net OPEB Liability
		Net Position	
	(a)	(b)	(c)
Balances at 6/30/2021	\$ 2,937,209	\$ -	\$ 2,937,209
Changes for the year:			
Service cost	198,590		198,590
Interest	59,612		59,612
Differences of expected and actual experience	2,415		2,415
Changes in assumptions or other inputs	(760,190)		(760,190)
Contribution-employer			-
Net investment income			-
Benefit payments and implicit subsidy credits	(61,978)		(61,978)
Administrative expense			-
Net changes	(561,551)		(561,551)
Balances at 6/30/2022	\$ 2,375,658	\$ -	\$ 2,375,658

Sensitivity of the Net OPEB Liability to Changes in the Discount Rate

The following presents the District's share of the net OPEB liability if it were calculated using a discount rate that is 1-percentage point lower or 1-percentage point higher than the current rate:

	1% Decrease	Discount Rate	1% Increase
	2.69%	3.69%	4.69%
Net OPEB liability (asset)	\$ 2,763,707	\$ 2,375,658	\$ 2,065,921

Sensitivity of the net OPEB liability to changes in the healthcare cost trend rates. The following presents the net OPEB liability, as well as what the net OPEB liability would be if it were calculated using healthcare cost trend rates that are 1-percentage-point lower or 1-percentage-point higher than the current healthcare cost trend rates:

	1% Decrease	Trend Rate	1% Increase
	6.00%	7.00%	8.00%
Net OPEB liability (asset)	\$ 2,024,788	\$ 2,375,658	\$ 2,816,844

GEORGETOWN FIRE PROTECTION DISTRICT

Notes to the Financial Statements
June 30, 2022

Note 7: Other Postemployment Benefits (OPEB) (Continued)

OPEB Expense and Deferred Outflows and Deferred Inflows of Resources Related to OPEB

For the fiscal year ended June 30, 2022, the District recognized OPEB expense of \$84,739. OPEB expense represents the change in the net OPEB liability during the measurement period, adjusted for actual contributions and the deferred recognition of changes in investment gain/loss, and actuarial assumptions or methods. At June 30, 2022, the District reported deferred outflows and inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 9,136	\$ (187,962.0)
Changes in assumptions	259,420	(657,876)
Net difference between projected and actual earnings on retirement plan investments		
District contributions subsequent to measurement date		
Totals	<u>\$ 268,556</u>	<u>\$ (845,838)</u>

Amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized as pension expense as follows:

<u>Year Ended June 30,</u>	
2023	\$ (31,373)
2024	(100,195)
2025	(100,195)
2026	(100,195)
2027	(100,195)
Remaining	<u>(145,129)</u>
Total	<u>\$ (577,282)</u>

Note 8: Net Position/Fund Balances

Net Position

The government-wide activities fund financial statements utilize a net position presentation. Net position is categorized as invested in capital assets (net of related debt), restricted and unrestricted.

- *Net investment in Capital Assets* – This category groups all capital assets, into one component of net position. Accumulated depreciation and the outstanding balances of debt that are attributable to the acquisition, construction or improvement of these assets reduce the balance in this category.
- *Unrestricted Net Position (Deficit)* – This category represents net position (Deficit) of the District, not restricted for any project or other purpose.

Fund Balances

GASB 54 establishes fund balance classifications that comprise a hierarchy based on the extent to which a government is bound to observe constraints imposed upon the use of the resources reported in governmental funds. Detailed information on governmental fund-type, fund balances are as follows:

The term “assigned” fund balance includes amounts *intended* to be used by the government for specific purposes. Intent can be expressed by the governing body or by an official, or body to which the governing body delegates the authority.

GEORGETOWN FIRE PROTECTION DISTRICT

Notes to the Financial Statements
June 30, 2022

Note 9: Stewardship, Compliance and Accountability

A. Accumulated Deficit

As of June 30, 2022 unrestricted net position had a deficit balance of \$4,756,663 and total net position had an accumulated deficit of \$3,075,766. The accumulated deficit is a result of the GASB 68 net pension liability and GASB 75 OPEB liability and associated activity. Many local governments with defined benefit pension plans and post-retirement health care plans saw significant reductions in net position as a result of the implementation of GASB 68 and GASB 75. At June 30, 2022 GASB 68 activity resulted in a reduction to net position in the amount of \$2,501,335 and GASB 75 activity resulted in a reduction to net position in the amount of \$2,952,940.

B. Budgetary Control

The general fund salary and benefits expenditures exceeded the budget by \$119,512, services and supply by \$51,894 and principal/interest on debt by \$41,628.

Note 10: Operating Leases

The District entered into a lease agreement on July 11, 2019 leasing District property located at 6375 Hwy. 193. The lease is month to month with a 30 day termination provision. The amount collected by the District during the 2021/22 fiscal year under this lease agreement was \$13,400.

Note 11: Significant Item

The District entered into a lease agreement with AT&T Mobility Corporation on July 17, 2017 whereby AT&T is leasing a parcel of land at 2065 Sliger Mine Road for installing a cell tower and communication equipment. The District was treating this as an operating lease for accounting purposes. During the 2021/22 fiscal year the District sold the rights to the Telecom Easement to AT&T for a lump sum of \$250,000. As such AT&T will no longer be obligated to make lease payments under the terms of the July 17, 2017 lease agreement and AT&T will have rights to the Telecom Easement for 99 years from the effective date of the agreement.

Note 12: Gann Limit

Total Subject Revenue 2021-22	\$ 780,532
Amount of limit for 2021-22	<u>1,238,440</u>
Amount (under)/over limit	<u>\$ (457,908)</u>

Note 13: Revenue Limitations Imposed by California Proposition 218

Proposition 218, which was approved by the voters in November 1996, regulates the District's ability to impose, increase, and extend taxes and assessments. Any new increase or extended taxes and assessments subject to the provisions of Proposition 218, requires voter approval before they can be implemented. Additionally, Proposition 218 provides that these taxes and assessments are subject to voter initiative and may be rescinded in the future years by the voters.

GEORGETOWN FIRE PROTECTION DISTRICT

Notes to the Financial Statements June 30, 2022

Note 14: Joint Power Authority

The District is a member agency of the El Dorado County Emergency Services Authority, a Joint Powers Authority (JPA), which provides ambulance and other pre-hospital emergency transport services on the west slope of El Dorado County. There are ten member agencies in total. The governing Board of Directors controls the operations of the JPA. The JPA Board is made up of a Fire Chief or authorized alternate from each member agency. The JPA is independently accountable for fiscal matters and maintains its own accounting records under the oversight of the El Dorado County Board of Supervisors. Each of the ten-member Fire Districts approves the JPA budget and their vote is carried by their Fire Chief to the JPA Board. The JPA contracts with the District for five Engineer/Paramedics and one Captain/EMT.

For fiscal year ending June 30, 2022, the District was provided a flat fee of \$1,150,000 that is designed to reimburse all costs incurred in the execution of the contract.

Note 15: Commitments and Contingencies

Grants

Amounts received or receivable from grant agencies are subject to audit and adjustment by grantor agencies. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount, if any, of expenditures that may be disallowed by the grantor cannot be determined at this time, although the district expects such amounts, if any, to be immaterial.

COVID 19

In December 2019, a novel strain of coronavirus has spread around the world resulting in business and social disruption. The coronavirus was declared a Public Health Emergency of International Concern by the World Health Organization on January 30, 2020. The operations and business results of Georgetown Fire Protection District could potentially be adversely affected by this global pandemic. The extent to which the coronavirus may impact business activity or investment results will depend on future developments, which are highly uncertain and cannot be predicted, including new information which may emerge concerning the severity of the coronavirus and the actions required to contain the coronavirus. The District has not included any contingencies in the financial statements specific to this issue.

GEORGETOWN FIRE PROTECTION DISTRICT

**REQUIRED SUPPLEMENTARY INFORMATION
BUDGETARY COMPARISON SCHEDULE
GENERAL FUND
FOR THE FISCAL YEAR ENDED JUNE 30, 2022**

	Budgeted Amounts		Actual	Variance
	Original	Final		Favorable (Unfavorable)
Revenues				
Taxes	\$ 520,950	\$ 523,160	\$ 543,552	\$ 20,392
Special assessments	224,500	224,500	230,160	5,660
Intergovernmental	1,370,200	1,166,720	1,726,354	559,634
Use of money and property	35,600	35,600	33,232	(2,368)
Charges for services			6,934	6,934
Miscellaneous	150,305	198,123	94,343	(103,780)
Total revenues	<u>2,301,555</u>	<u>2,148,103</u>	<u>2,634,575</u>	<u>486,472</u>
Expenditures				
Salaries and benefits	1,943,466	2,054,828	2,174,340	(119,512)
Services and supplies	265,109	287,279	339,173	(51,894)
Debt service				
Principal			38,596	(38,596)
Interest			3,032	(3,032)
Capital outlay	96,628	282,228	41,081	241,147
Contingency	332,062	208,140		208,140
Total expenditures	<u>2,637,265</u>	<u>2,832,475</u>	<u>2,596,222</u>	<u>236,253</u>
Excess (deficiency) of revenues over expenditures before significant item	<u>(335,710)</u>	<u>(684,372)</u>	<u>38,353</u>	<u>722,725</u>
Significant item		227,777	247,577	19,800
Net change in fund balance	<u>\$ (335,710)</u>	<u>\$ (456,595)</u>	<u>285,930</u>	<u>\$ 742,525</u>
Fund balances, beginning of fiscal year			658,739	
Fund balances, end of fiscal year			<u>\$ 944,669</u>	

GEORGETOWN FIRE PROTECTION DISTRICT

**SCHEDULE OF THE PLAN'S PROPORTIONATE SHARE OF
THE NET PENSION LIABILITY
FOR THE FISCAL YEAR ENDED JUNE 30, 2022**

<u>Reporting Date</u>	<u>District's proportion of the net pension liability (asset)</u>	<u>District's proportionate share of the net pension liability (asset)</u>	<u>District's covered employee payroll</u>	<u>District's proportionate share of the net pension liability (asset) as a percentage of its covered-employee payroll</u>	<u>Plan fiduciary net position as a percentage of the total pension liability</u>
<u>CalPERS-Miscellaneous Plans</u>					
6/30/2019	0.00789%	\$297,425	\$55,874	532.31%	60.07%
6/30/2020	0.00691%	\$276,593	\$58,760	470.72%	62.90%
6/30/2021	0.00650%	\$274,081	\$66,414	412.69%	64.36%
6/30/2022	0.00984%	\$186,769	\$71,289	261.99%	64.36%
<u>CalPERS-Safety Plans</u>					
6/30/2019	0.04036%	\$2,367,901	\$758,729	312.09%	72.10%
6/30/2020	0.04296%	\$2,681,785	\$501,341	534.92%	71.32%
6/30/2021	0.04556%	\$2,681,785	\$776,781	345.24%	70.54%
6/30/2022	0.04910%	\$1,723,326	\$814,816	211.50%	70.54%

Note 1. The schedule is presented to illustrate the requirement to show information for 10 years. However, until a full 10-year trend is compiled, only information for those years for which information is available is presented.

GEORGETOWN FIRE PROTECTION DISTRICT
SCHEDULE OF DISTRICT PENSION CONTRIBUTIONS
FOR THE FISCAL YEAR ENDED JUNE 30, 2022

<u>Reporting Date</u>	<u>Contractually required contribution</u>	<u>Contributions in relation to the contractually required contribution</u>	<u>Contribution deficiency (excess)</u>	<u>District's covered employee payroll</u>	<u>Contribution as a percentage of covered employee payroll</u>
<u>CalPERS-Miscellaneous Plans</u>					
6/30/2019	\$39,276	(\$39,276)	\$0	\$55,874	70.29%
6/30/2020	\$42,577	(\$42,577)	\$0	\$58,760	72.46%
6/30/2021	\$36,276	(\$36,276)	\$0	\$66,414	54.62%
<u>CalPERS-Safety Plans</u>					
6/30/2019	\$217,766	(\$217,766)	\$0	\$758,729	28.70%
6/30/2020	\$261,586	(\$261,586)	\$0	\$501,341	52.18%
6/30/2021	\$302,667	(\$302,667)	\$0	\$776,781	38.96%

Note 1. The schedule is presented to illustrate the requirement to show information for 10 years. However, until a full 10-year trend is compiled, only information for those years for which information is available is presented.

Note 2. The District implemented GASB 68 in 2019

GEORGETOWN FIRE PROTECTION DISTRICT

**REQUIRED SUPPLEMENTARY INFORMATION
OTHER POSTEMPLOYMENT BENEFITS (OPEB) PLAN SCHEDULE OF
CHANGES IN THE DISTRICT'S NET OPEB LIABILITY AND RELATED RATIOS
JUNE 30, 2022**

Last 10 Fiscal Years*

	6/30/2022	6/30/2021	6/30/2020	6/30/2019
Total OPEB liability				
Service cost	\$ 198,590	\$ 115,088	\$ 96,136	\$ 185,304
Interest	59,612	70,748	78,357	103,875
Changes in benefit terms				
Differences between expected and actual experience	2,415	(257,578)	28,197	
Changes of assumptions	(760,190)	270,847	247,106	(660,570)
Change in fiduciary net position				
Benefit payments**	(61,978)	(68,976)	(99,960)	
Net change in total OPEB liability	(561,551)	130,129	349,836	(371,391)
Total OPEB liability-beginning (a).	2,937,209	2,807,080	2,457,244	2,828,635
Total OPEB liability-ending (b)	\$ 2,375,658	\$ 2,937,209	\$ 2,807,080	\$ 2,457,244
Plan fiduciary net position				
Contributions-employer **	\$ 61,978	\$ 68,976	\$ 85,900	\$ 62,079
Benefit payments	(61,978)	(68,976)	(85,900)	(62,079)
Net change in plan fiduciary net position				
Plan fiduciary net position-beginning (c)				
Plan fiduciary net position-ending (d)	\$ -	\$ -	\$ -	\$ -
Net OPEB liability-beginning (a)-(c)	\$ -	\$ 2,807,080	\$ 2,457,244	\$ 2,828,635
Net OPEB liability-ending (b)-(d)	\$ 2,375,658	\$ 2,937,209	\$ 2,807,080	\$ 2,457,244
Plan fiduciary net position as a percentage of the total OPEB liability	0%	0%	0%	0%
Covered-employee payroll	\$ 926,214	\$ 751,519	\$ 546,831	\$ 532,196
District's net OPEB liability as a percentage of covered-employee payroll	256%	391%	513%	462%
Measurement date	6/30/2022	6/30/2021	6/30/2020	6/30/2019

* Amounts presented above were determined as of June 30. Additional years will be presented as they become available.

** Includes implicit subsidy credit

GEORGETOWN FIRE PROTECTION DISTRICT

Notes to the Required Supplementary Information June 30, 2022

Budgets and Budgetary Accounting

As required by State law the District prepares and legally adopts a final operating budget. Public hearings were conducted on the proposed and final budget to review all appropriations and the source of financing.

The budget for the general fund is adopted on the modified accrual basis of accounting. The budget for the general funds is the only legally adopted budget.

At the object level, actual expenditures cannot exceed budgeted appropriations. Management can transfer budgeted amounts between expenditure accounts within an object without the approval of the Board of Directors. Significant amendments and appropriation transfers between objects or funds must be approved by the Board of Directors. Appropriations lapse at fiscal year-end.

The budgetary data presented in the final budgeted amount in the accompanying financial statements includes all revisions approved by the Board of Directors.

Chimney fire

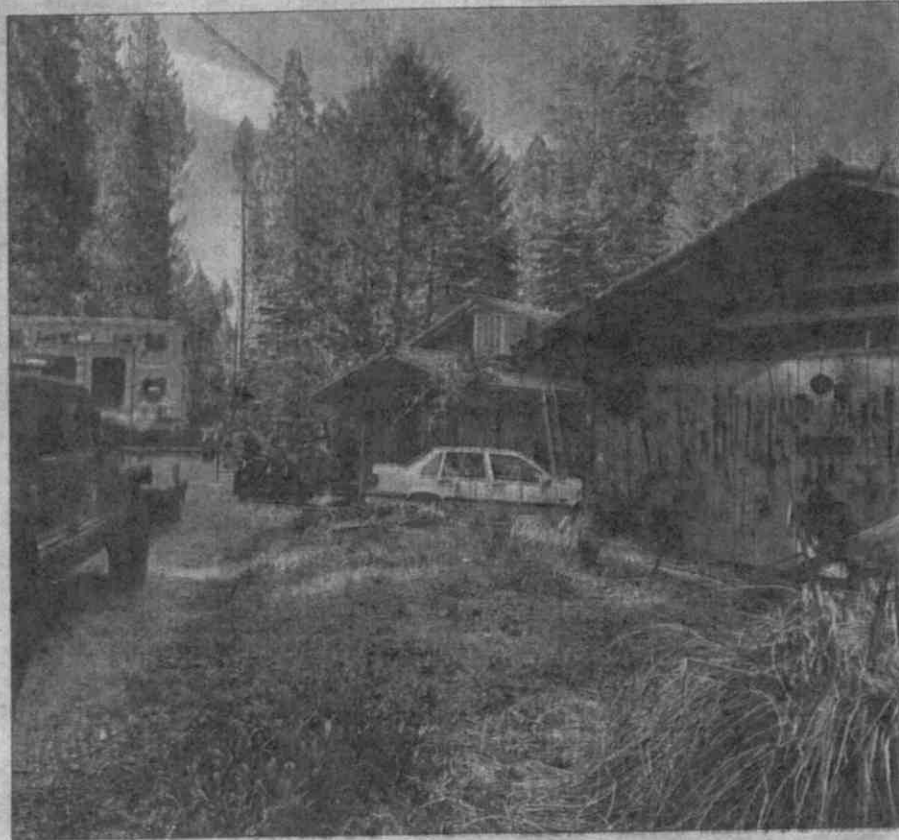


Photo courtesy of Georgetown Fire

Just before 9:15 a.m. April 29 Georgetown, Garden Valley and Cal Fire crews were dispatched to a chimney fire at a residence in Volcanoville. Upon arrival crews found a smoldering fire in a wood-burning stove. The resident had poured water and a fire extinguisher in the stove and closed the door. "Exactly what they should do for a chimney fire," stated Georgetown Fire Department Chief Glenn Brown. Crews confirmed there were no extensions to the structure and made sure the fire was out before leaving the scene.

Garden Valley Fire on duty for Every 15; video now streaming

News release

The Garden Valley Fire Protection District has been a part of the Every 15 Minutes Program since its inception in 1997. The program consists of a mock accident scene in front of the students at the Golden Sierra High School followed by patients being transported to Marshall Hospital, Chapel of the Pines Mortuary and the El Dorado County Jail.

Although there are many partner agencies that make this program successful, Garden Valley Fire Chief Wes Norman says, "We would like to

recognize our own Engineer Corinne Staves for her participation. Without her, this event would not have the huge success that it does. If we have an impact on just one life or influence someone to NOT make one bad decision, then it's all worth it."

For those interested there is a Youtube video of last month's Every 15 Minutes Program that can be found on the Garden Valley Fire Protection District Facebook page or by going to bit.ly/GVF15.



Courtesy photo

On March 22 Lou Tuttle of the Georgetown Divide Health Care Auxiliary, center, presented Georgetown Fire Chief Glenn Brown and Assistant Garden Valley Fire Chief Linda Szczepanik checks for \$4,500 each.

Firefighters get support from Divide Auxiliary

News release

With the money the Georgetown Divide Health Care Auxiliary raised last year it was able to give \$4,500 each to the Georgetown and Garden Valley fire departments. The auxiliary will also be giving a \$5,000 and a \$2,000 scholarship to two seniors from Golden Sierra High School who plan on going into the health field.

The next meeting of the

Georgetown Divide Health Care Auxiliary will be May 9 at 10 a.m. The meeting will be held at the Church of Jesus Christ of Latter Day Saints, 7280 Prospect Hill Drive in Georgetown. After the meeting there will be a speaker from El Dorado County Senior Services who will talk about the many exciting programs available, including legal services, a helpline, in-home support, public guardian, senior activities and more.

Grateful



Courtesy photo

On March 22 Georgetown Fire Department Chief Glenn Brown had two visitors from Volcanoville. Judy McCuish, left, and Danielle French presented Brown with a wooden flag with a heartfelt message on the back. Chief Brown said, "Thank you so much. I love my town."



Courtesy photo

Firefighters get an escaped burn under control in Georgetown April 20.

Multiple Fire crews jump on Georgetown escaped burn

Mountain Democrat staff

A controlled burn got out of hand April 20 around 5 p.m. at a property off Blackberry Lane near Highway 193 in Georgetown. The fire scorched 1.7 acres before firefighters had it contained, according to Garden Valley Fire Protection District officials.

Although this time of year may be considered early for fires and the area has had an abundance of snow and rain, firefighters warn it is easy to have a fire get out of hand, emphasizing the need to have fires monitored at all times.

Warmer temperatures combined

with even gentle winds can stir up embers and cause burn piles to escape. Residents whose burn piles escape them can be held liable for damages.

El Dorado County saw at least two, and a third likely, escaped debris burns that required firefighters' efforts to contain and extinguish last week.

Responding to the incident were Garden Valley Fire's Engine 351, Squad 51 and Water Tender 51, along with the Georgetown Fire Department's Engine 351 and Cal Fire's Ponderosa hand crew; a Cal Fire engine was also on hand.



On April 8 the Georgetown Library, Georgetown Friends of the Library and Georgetown Divide Recreation District hosted an Easter Egg Hunt at Georgetown Park. Many excited children and adults attended the event. The library staff says, "Thanks for joining us at another fun Easter egg hunt. And thank you to GDRD and the Georgetown Friends of the Library for making it possible."

Courtesy photos

Parlin served recall notice

Eric Jaramishian
Staff writer

A surprise for District 4 Supervisor Lori Parlin came at the kickoff of the public comment segment of Tuesday's Board of Supervisors meeting, courtesy of some in her jurisdiction — a recall notice of intent.

"Lori, this is not personal," said Cool resident Lon Uso, as he served the papers to Parlin at the dais.

Uso and other recall supporters gathered nearly 80 signatures for the notice of intent; they claim Parlin does not represent the community.

"I do not believe she has the moral compass or ethics to sit on that dais," Uso told the Mountain Democrat. "These are my reasons but I have heard from people they do not feel that she is representing our little community up here, that she is more



LORI PARLIN

interested in other, more populous parts of the county and not all that interested in us."

When contacted for comment Parlin said she plans to respond to the proponents of the recall notice within the seven day required timeframe. She did not comment further.

Uso did not give details on how the group will campaign for a recall if it goes through all proper channels to enact a recall election nor gave comment on prospects on potential

Parlin *Continued from A1*

replacements but said there are "several well-qualified people" in mind.

"It is a matter of first things first but we will certainly be at the point where we are actually doing this in earnest, when the people will have a pretty good idea of what their choices might be," Uso said.

A copy of the recall notice of intent was not available as of press time.

"I'm very happy that I was brought into this because I think that we need to do this for not just for the sake of District 4 but for the entire county," Uso added. "There's decisions that have been and are being made on the board that are not in the best interest of the entire county."

Specifically he referenced the board's decision to allow a temporary homeless navigation center/shelter to open in Placerville, which proved to be a controversial

decision for El Dorado County residents. Uso noted residents have different reasons for signing the recall notice.

Parlin has seven days from the time she was served to respond to the recall notice. Recall proponents have 10 days to submit proof of publication to the Elections Department, along with two blank copies of the recall petition.

Elections staff has 10 days to review blank petitions and inform proponents of any required changes. When the election department signs off the petition will be ready for circulation. Recall proponents have 120 days to circulate the petition and must grab 5,535 valid signatures from District 4 voters.

Parlin beat out former Supervisor Michael Ranalli in 2018 and ran unopposed for the position in 2022 for a second four-year term.

Mountain Democrat

Monday, April 24, 2023

Cameron Park likely shuttering a fire station



Mountain Democrat photo by Eric Jaramishian

Discontinuing emergency services out of Cameron Park Fire Department Station 88 on Alhambra Drive would allow for a fully staffed Station 89.

Noel Stack
Managing editor

With reluctance, the Cameron Park Community Services District Board of Directors supported a fire service plan that will brown out Station 88 on Alhambra Drive.

The plan presented by CPCSD General Manager André Pichly, following several discussions with Cal Fire and a CSD Ad Hoc Committee, includes a five-year service extension agreement with Cal Fire that will run July 1, 2023, to

June 30, 2028, during which time Cal Fire will continue to operate out of Station 89 on Country Club Drive using a nine-person staffing model (one three-person engine company with a staffing factor of three — three bodies per seat working three-day/72 hour shifts) and keep ambulance service in the district.

“Although less than ideal, this staffing model allows the district to maintain reliable fire and emergency services at a base level with our current partners and provides time to explore

the future of our service in the bigger picture of other agencies and county responses to these needs,” Pichly notes in his staff report.

Cal Fire Amador-El Dorado Unit Chief Mike Blankenheim acknowledged, “Taking an engine out of the system is not safe for the system.” However, he said, agreeing with this plan will ensure one fully-staffed fire station and put less stress on Cameron Park’s firefighting personnel as vacancies,

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illnesses and other absences within the district have resulted in a lot of overtime and staff burnout. He told board members and residents the loss of Engine 88 could add as much as two minutes to emergency response times within the Cameron Park Fire Department's service area and also touted the county's mutual aid system that ensures neighboring fire agencies will pitch in when needed.

But Rescue Fire Department Capt. Joel Warman, who lives in Cameron Park near Station 88, said he's worried the impact to other agencies is being downplayed. He praised Cal Fire's service to the community and noted, "They're hamstrung on what their costs are. They're bound by that and it's not their fault." Still, he maintained, closing a fire station, even temporarily should another funding source be found, is "not acceptable."

"I would get rid of the ambulance," Warman suggested.

All agreed the loss of a manned fire station is a hard hit but board members had even more concerns about the risks associated with giving up Medic 89.

Station 88's brownout still doesn't knock out the district's financial woes. As Pichly stressed during the April 19 board meeting, more "tough choices" will have to be made in the coming months. A projected budget gap of more than \$275,000 between the fire services' projected revenues (\$4,471,665) and expenditures (\$4,747, 550) in fiscal year 2023-24 remains and that deficit continues to grow wider through the life of the five-year contract extension.

The general manager said the board might have no other choice but to allocate more of its property

tax revenue to fire protection, forcing cuts to the CSD's parks and recreation programs and its administration. "It could be that we close certain facilities," Pichly told the board. "There's never good options."

CPCSD Director Dawn Wolfson suggested staff research long-term funding solutions, even perhaps a ballot measure to boost the district's tax revenue.

Board President Sidney Bazett asked about personnel savings like possibly having just paramedics staff the ambulance rather than firefighter/paramedics. Blankenheim said Cal Fire does not have a paramedic-only position so that staff would have to come from another agency.

Noting that everything is just "more expensive" these days, Director Eric Aiston said he wished he could do more for Cameron Park residents but "reluctantly supports" the plan. This contract extension gives staff the time to explore options, he noted, adding the district's forthcoming Fire Master Plan (for which a consultant contract was approved earlier in the evening) could offer some ideas — such as sending out a request for proposals to other fire agencies that could serve Cameron Park.

"We've had a great partnership (with Cal Fire)," Bazett said. "They're highly professional and provide great service for us."

But the board president asserted the CSD has an obligation to best serve its residents and look at all possibilities.

Pichly will return with a fire services resolution for adoption at the May board meeting.