



REGULAR MEETING

BOARD PACKET

Thursday, February 8, 2024

REGULAR MEETING AGENDA

GEORGETOWN FIRE DISTRICT

Board of Directors Meeting

Station 61 – 6283 Main Street, Georgetown, CA 95634

Thursday, February 8, 2024, 2024 at 9:00 A.M.

- 1. CALL TO ORDER, ROLL CALL, AND PLEDGE OF ALLEGIANCE**
- 2. ADOPTION OF AGENDA**
- 3. 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.
- 4. DIRECTORS ITEMS**
- 5. PRESENTATIONS**
- 6. CONSENT CALENDAR** (All matters on the Consent Calendar are to be approved by one motion unless a Board member requests separate action on a specific item.)
 - A. Approval of minutes of Regular meeting held on January 11, 2024
 - B. Financial information - Monthly Financials
- 7. CHIEF'S REPORT**
 - A. Budget Review

ANNOUNCE CLOSED SESSION AND ADJOURN OPEN SESSION TO CLOSED SESSION

- 8. ADJOURN TO CLOSED SESSION**
 - A. Pursuant to Government Code Section 54956.9(d)(2).) Conference with Legal Counsel- Anticipated Litigation
 - B. Pursuant to Government Code Section 54956.9(d)(1).) Conference with Legal Counsel- Existing Litigation
 - C. Pursuant to Government Code Section 54957(b).) Public Employment/Discipline/Release

ADJOURN CLOSED SESSION AND OPEN REGULAR SESSION

- 9. REPORT OUT OF CLOSED SESSION**

10. ACTION ITEM

A. ALLOCATION AGREEMENT AMONG PARTICIPATION ENTITIES COLLECTIVELY

- **Legal action with PG&E in reference to the Mosquito Fire**

Recommendation: The Board to review and approve the Allocation Agreement Among Participating Entities Collectively and authorize Chief Brown to sign the Allocation Agreement

11. FUTURE AGENDA ITEMS

12. MEDIA CORRESPONDENCE

- A. Driver Struck Tree Extricated by GEOFire by Fire Crews**
- B. Driver in Stable Condition After Hitting Tree**
- C. Driver Airlifted After Running Off Highway 193**

13. PUBLIC COMMUNICATION

14. NEXT MEETING DATE AND ADJOURNMENT – Next Regular Meeting March 14, 2024

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 front door of Georgetown Fire District, 6281 Main Street, Georgetown, California, on February 2, 2024.

/s/ Glenn Brown
Chief Glenn W. Brown

February 2, 2024
Date

6 A

MINUTES

REGULAR MEETING AGENDA

GEORGETOWN FIRE DISTRICT

Board of Directors Meeting

Station 61 – 6283 Main Street, Georgetown, CA 95634

Thursday, January 11, 2024 at 9:00 A.M.

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

CTO: 0901

Roll Call:

President Anderson Absent

V. President Williams Present

Director Brown Present

Director Davis Present

Director Webb Present

Fire Chief Brown

Office Manager, Julie Medsger

V. President Williams led the Pledge of Allegiance

Public in Attendance:

Ken Pauley

Paramedic Johnson

2. ADOPTION OF AGENDA

Director XXX motioned to adopt the agenda. **Director XXX** seconded the motion.

President Anderson Absent

V. President Williams Aye

Director Brown Aye

Director Davis Aye

Director Webb Aye

The motion passes.

3. 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. – **NO COMMENTS**

4. DIRECTORS ITEMS – **Director Davis** mentioned the Paramedic school sponsorship agreement and recommended clarifying if the paramedic is no longer employed with GFD before completing the six-year commitment.

5. CONSENT CALENDAR (All matters on the Consent Calendar are to be approved by one motion unless a Board member requests separate action on a specific item.)

A. Approval of minutes of Regular meeting held on November 16, 2023

B. Approval of minutes of Special meeting held on December 7, 2023

Director Davis motioned to approve the consent calendar. **Director Brown** seconded the motion.

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

The motion passes.

6. CHIEFS REPORT – SEE REPORT

A. Budget Review

7. ACTION ITEMS

A. Paramedic school sponsorship and contractual agreement for A/O McGrady, Thomas
Director Davis motioned to approve Paramedic school sponsorship. **Director Brown** seconded the motion.

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

The motion passes.

**ANNOUNCE CLOSED SESSION AND ADJOURN OPEN SESSION TO CLOSED SESSION
@ 1117**

ADJOURN TO CLOSED SESSION

- A. Pursuant to Government Code Section 54956.9(d)(2.) Conference with Legal Counsel- Anticipated Litigation**
- B. Pursuant to Government Code Section 54956.9(d)(1.) Conference with Legal Counsel- Existing Litigation**
- C. Pursuant to Government Code Section 54957(b.) Public Employment/Discipline/Release**

**ADJOURN CLOSED SESSION AND OPEN REGULAR SESSION
@1157**

8. REPORT OUT OF CLOSED SESSION – NO ACTION TAKEN

9. FUTURE AGENDA ITEMS

- A. Budget Workshop instead of Monthly Board Meeting**
- B. GFD Policy Manual Workshop Committee**
 - a. Finalize Sections 100/200**

10. MEDIA CORRESPONDENCE –

- A. Squad 51 Ready to Serve The Community**
- B. Christmas Tree/Parade Time**

11. PUBLIC COMMUNICATION – N/A

12. NEXT MEETING DATE AND ADJOURNMENT – Next Regular Meeting February 8, 2024

-ADJOURNED @1200

Director Webb motioned to adjourn the meeting. **Director Brown** seconded the motion.

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 January 5, 2024.

/s/ Glenn Brown
Chief Glenn W. Brown

January 5, 2023
Date

Outside District Claim Form

District: Georgetown Fire Protection District
Date: 01.04.24
Prepared By: Brandi Scowcroft
Contact Phone: 530-333-4111

AUDITOR USE ONLY
FILE NAME:
DEPT.:
US MAIL: Return to District
Call/Email for pickup:
Document Total:

FY 2023/2024
THE ARTICLES FOR SERVICES DESCRIBED BY THE INVOICE(S) ATTACHED AND LISTED BELOW WERE APPROVED AND ARE INCLUDED IN THE DISTRICT BUDGET THAT HAS BEEN ADOPTED BY THE BOARD OF DIRECTORS AND WERE NECESSARY FOR USE BY THE DISTRICT AND HAVE BEEN DELIVERED OR PERFORMED AND THAT NO PRIOR CLAIM HAS BEEN PRESENTED FOR SAID ARTICLES OR SERVICES. I FURTHER CERTIFY I AM AUTHORIZED BY THE BOARD OF DIRECTORS TO APPROVE PAYMENT REQUESTS TO THE AUDITOR-CONTROLLER FOR THE ATTACHED INVOICE(S).

FLUIDE INDICATE CHECK DISTRIBUTION METHOD IN THE SPACE BELOW:
 X

\$19,326.77

ALWAYS 1	VENDOR	INVOICE NUMBER (LIMIT 20)	AMOUNT	FILE NAME	DATE	ALWAYS 2	ORG	OBJECT	DESCRIPTION (LIMIT 50 CHARACTERS)	AMOUNT	VENDOR NAME	SEPARATE CHECK
1	241	0	3158669244	GFPD010424	12.20.23	2	8557000	4700	Propane - Station 61	798.66	AmeriGas	
1	3400	3	5086458347	GFPD010424	12.06.23	2	8557000	4086	Janitorial	23.47	Aramark	
1	3400	3	5086461692	GFPD010424	12.13.23	2	8557000	4086	Janitorial	21.06	Aramark	
1	3400	3	5086467137	GFPD010424	12.20.23	2	8557000	4086	Janitorial	21.06	Aramark	
1	3400	3	5086472081	GFPD010424	12.27.23	2	8557000	4086	Janitorial	11.44	Aramark	
1	11071	0	34507084	GFPD010424	12.28.23	2	8557000	4087	Pest Control - Station 61	95.00	Clark Pest Control	
1	11071	0	34507085	GFPD010424	12.01.23	2	8557000	4087	Pest Control - Station 62	95.00	Clark Pest Control	
1	11071	0	34507087	GFPD010424	12.01.23	2	8557000	4087	Pest Control - Station 63	95.00	Clark Pest Control	
1	11071	0	34507086	GFPD010424	12.01.23	2	8557000	4087	Pest Control - Station 64	95.00	Clark Pest Control	
1	41	0	BE005874107-01	GFPD010424	01.01.24	2	8557000	3044	Jan Dental Premium - District	312.50	Delta Dental	
1	41	0	BE005874107-02	GFPD010424	01.01.24	2	8557000	3044	Feb Dental Premium - District	312.50	Delta Dental	
1	41	0	BE005874107-03	GFPD010424	01.01.24	2	8557000	3044	Mar Dental Premium - District	312.50	Delta Dental	
1	868	0	12282023	GFPD010424	12.28.23	2	8557000	4161	Parts	14.99	Divide Auto Parts	
1	21	0	175497775U030	GFPD010424	12.27.23	2	8557000	4085	Refuse Disposal	315.92	El Dorado Disposal	
1	7744	0	ESO-129798	GFPD010424	01.02.24	2	8557000	4538	Software	2275.00	ESO Solutions	
1	103	0	12312023	GFPD010424	12.31.23	2	8557000	4700	Utilities - Main Street	163.13	GDPUD	
1	103	0	12312023	GFPD010424	12.31.23	2	8557000	4700	Utilities - Wentworth Springs Road	107.97	GDPUD	
1	103	0	12312023	GFPD010424	12.31.23	2	8557000	4700	Utilities - Sliger Mine Road	92.56	GDPUD	
1	514	0	INV778375	GFPD010424	12.28.23	2	8557000	4140	Turnout Cleaner	142.25	L.N. Curtis and Sons	
1	4366	0	6079-459044	GFPD010424	12.08.23	2	8557000	4161	Diesel Exhaust Fluid (DEF)	54.01	Napa Auto Parts	
1	1005	0	202312-3729	GFPD010424	12.20.23	2	8557000	4300	01/2024 - 03/2024 Quarterly Fire Assessment	1396.23	NBS	
1	1005	0	202312-3774	GFPD010424	12.20.23	2	8557000	4300	01/2024 - 03/2024 Quarterly Parcel Tax	1416.72	NBS	
1	11161	0	1235	GFPD010424	12.18.23	2	8557000	4180	Repairs	1110.00	Noah's Air Solutions	
1	8984	0	12152023	GFPD010424	12.15.23	2	8557000	3042	Jan 2024 - Long Term Disability	261.00	Standard	
1	8530	0	1868A75F-0012	GFPD010424	01.01.24	2	8557000	4267	Jan 2024 - Website	249.00	Streamline	
1	1080	0	12262023	GFPD010424	12.26.23	2	8557000	4040	Description of Charges Attached	3814.04	US Bank	
1	434	0	9951884315	GFPD010424	12.15.23	2	8557000	4040	Communications	431.56	Verizon	
1	4777	0	WX-11029	GFPD010424	01.04.24	2	8557000	4463	Unication Pager	376.50	Wolfe Communications	
1	41	0	BE005874107-01	GFPD010424	01.01.24	2	8557001	3044	Jan Dental Premium - JPA	1139.54	Delta Dental	
1	41	0	BE005874107-02	GFPD010424	01.01.24	2	8557001	3044	Feb Dental Premium - JPA	764.22	Delta Dental	
1	41	0	BE005874107-03	GFPD010424	01.01.24	2	8557001	3044	Mar Dental Premium - JPA	764.22	Delta Dental	
1	12254	0	RFPD0013	GFPD010424	12.28.23	2	8557001	3001	Extra Help - Captain Joel Warman	2244.72	Rescue Fire Protection District	

Authorizing signatures: *Juni Medsger*

R. Ryan

Date:

Invoice 2023-17

GEORGETOWN FIRE PROTECTION DISTRICT
6281 MAIN STREET
GEORGETOWN, CA 95634
530-333-4111
GBROWN@GEOFIRE.ORG

October 16, 2023

Bill To:
EL DORADO COUNTY EMERGENCY SERVICES AUTHORITY
C/O CRISTY JORGENSEN
480 LOCUST ROAD, DIAMOND SPRINGS CA 95619
530-642-0622
CJORGENSEN@EDCJPA.ORG

DESCRIPTION	AMOUNT
Reimbursement for 2022/2023 personnel overages	\$ 119,670.48
Total	\$ 119,670.48

THANK YOU FOR YOUR BUSINESS!

Invoice 2023-16

October 16, 2023

GEORGETOWN FIRE PROTECTION DISTRICT
6281 MAIN STREET
GEORGETOWN, CA 95634
530-333-4111
GBROWN@GEOFIRE.ORG

Bill To:
EL DORADO COUNTY EMERGENCY SERVICES AUTHORITY
C/O CRISTY JORGENSEN
480 LOCUST ROAD, DIAMOND SPRINGS CA 95619
530-642-0622
CJORGENSEN@EDCJPA.ORG

DESCRIPTION	AMOUNT
Additional Admin Rate for 2022-2023	\$ 50,000.00
Total	\$ 50,000.00

THANK YOU FOR YOUR BUSINESS!

7 A

Chief's Report

February 8, 2024

A. Budget

A budget update ^{will be} ~~was~~ presented in this meeting.

B. Personnel

We have interviewed 2 Paramedics and made job offers. One has accepted, and the other is still considering.

Josh Holtgrieve has announced that he will be resigning in March.

We are posting through the Firefighter Candidate Testing Center and will keep the posting up from now on.

C. Volunteers

The volunteers continue working with us to fund the development of the type 6 and the training center.

Volunteer training is going well.

D. Apparatus Report

E61 OOS – check engine light and electrical short in horn, currently at #61

OES 4101 – In service, currently at #64

E263 – in service still has a fuel priming issue, currently at #61

WT63 – Out of service with a starting issue

E264 – In service with air dryer leak

U61 – At Solis Collision being repaired

M61 at JPA/Fleet

M261 in service

Radio replacements are being conducted on all units (E61 and E361 are complete)

E. Facilities Report

We are working on moving the Propane tank at #61 from behind Miner's Club to Snoke's property behind the station.

A new plumbing/septic issue occurred on 2-4-24. Beyond Cool Plumbing came out that evening and repaired the next day. The cost was \$3,675; the original estimate was \$5,000.

Internet is available at #64, so we may incur expenses to upgrade security there.

F. JPA Report

The county has agreed to open negotiations for a new contract with JPA beginning 7-1-25.

JPA is behind again on payments, and we are working with them to get caught up.

G. Fire Authority

The next meeting is February 15th at 0930 at #51.

We have made significant progress on several issues, including a Fleet Contract with Stretch Fab Works.

Registered with the Secretary of State and State Controller's Office.

We are working with the State Fire Marshal on a 3-digit ID and FDID number.

H. Training

We have added a staff/volunteer training every Saturday at 10:00 at #62.

I. Grand Jury

I testified on January 2nd regarding issues unrelated to Georgetown and have been requested to provide additional testimony at 1330 today.

J. LAFCO

Nothing new to report.

K. Policies and Procedures

We have sent out a request for potential meeting dates for committee members.

L. Grants

DOT Closes at the end of January – looking at electronic sign board for #61
Possible Regional – submitted for \$69,000

FEMA

Fireact opened on January 29, 2024, and closes on March 9, 2024

Wildland Urban Interface Pumper

Equipment (working on a list)

Regional (working on a list)

SAFER is supposed to open in March

Recruitment/Retention

Hiring

Tourism Grant \$17,232 Match \$0

Spent \$14,631 so far \$2,601 remaining

The 2024 submittal is due by the end of February. Reimbursement for actual responses relating to tourism. We are requesting \$23,724.89

VFC Grant – \$19,010.92 Mobile Radios and Installation Match 50%

Spent \$31,118.03 so far due 50% or \$15,559.02

Balance \$7,903.81 \$3,951.91

Radios are currently being installed.

CRC Grant – Grant was submitted for site design work at 193 site for \$1,400,000. The award

announcement is scheduled for ~~December 14th~~ April 2024. We are working on a plan that may include Garden Valley Fire.

M. Community Activities

CERT meeting this Saturday at #61 0900

N. Fire Prevention

Rich Galvin is handling all requests – the system is working well.

O. Personal

I will be off Feb 23-25, Feb 27, and March 22-24

The second surgery is being scheduled, most likely for the last week of March, and will require me to be off for two weeks post-surgery. (working from home)

P. Special

Nothing new to report.

R. Major Incidents

In the last few weeks, we have had three OES Prepositionings of 48 hours/ea. Two were for a 3-person-staffed engine, and one was for a 4-person-staffed engine.

10 A

Allocation Agreement Among Participating Entities Collectively

WHEREAS El Dorado County, Placer County, Georgetown Fire Protection District, El Dorado County Water Agency, Georgetown Divide Public Utility District and Placer County Resource Conservation District (collectively, “Participating Entities”) were and are affected by the 2022 Mosquito Fire (referred to herein as “the Fire”); and,

WHEREAS the Public Entities claim that these damages were caused by the actions and/or inactions of PG&E Corporation and Pacific Gas and Electric Company (collectively “PG&E”), and for which each Public Entity has filed a lawsuit to recover damages from PG&E (“Case”);

WHEREAS the United States Federal Emergency Management Agency (“FEMA”) and the California Governor’s Office of Emergency Services (“CalOES”) have obligated funds, will obligate funds, have made payments, or will make monetary payments to Participating Entities in connection with public assistance programs resulting from federal or state emergency/disaster declarations and/or resulting from the Mosquito Fire (“Disaster/Public Assistance”); and,

WHEREAS the Participating Entities, through counsel or directly, FEMA, and CalOES have engaged, or will engage, in good faith discussions regarding the Participating Entities’ commercially reasonable efforts regarding recovery of damages (including Disaster/Public Assistance) from PG&E; and,

WHEREAS the Participating Entities have engaged, or will engage, in good faith negotiations with PG&E regarding Participating Entities’ legal damages, including those for which Participating Entities have received Disaster/Public Assistance (“PG&E Settlement Discussions”); and,

WHEREAS an anticipated Mosquito Fire Public Entities Master Settlement Agreement (“Master Settlement Agreement”) would include one collective settlement amount to resolve all Participating Entities’ respective legal claims, including those for which Participating Entities have received Disaster/Public Assistance;

The Participating Entities hereby enter into this Allocation Protocol Agreement (hereinafter “Agreement”) to equitably and fairly allocate the collective settlement amount (hereinafter, “Global Settlement”) among and between the Participating Entities, FEMA, and CalOES:

- I. Damages Expert
 - a. Industrial Economics (hereinafter “IEc”) will serve as the common Damages Expert in connection with the Settlement Discussions (hereinafter, “Damages Expert”).
 - b. IEc is a qualified and unbiased economist and wildfire damages expert, appropriately selected for this Case.
 - c. IEc will provide the common expert analysis for each and all Participating Entities, FEMA, and CalOES, with the intent to provide common and normalized methodologies for the calculation of the same or similar damages for each and all of the Participating Entities, FEMA, and CalOES. IEc will work with the

Participating Entities, FEMA, and CalOES to agree on all amounts included in a Global Demand (as defined below) of PG&E.

- d. To the extent any Participating Entity, Damages Expert, or counsel learn or discover new information or errors that could affect any damages analysis, such new information or error shall not affect or change the pro-rata calculations and allocations agreed upon on the date of the first mediation. Participating Entities acknowledge that they have been given an opportunity to independently review and verify their respective individual damages. Accordingly, Participating Entities hereby waive and release Damages Expert, Baron & Budd P.C., and Diab Chambers LLP, from any errors, miscalculations or discrepancies that may ultimately affect their pro-rata recoveries and acknowledge that there is a risk that Participating Entities may receive more or less than they might be entitled to.

II. Baron & Budd, P.C. and Diab Chambers LLP

- a. During the PG&E Settlement Discussions, Baron & Budd and Diab Chambers LLP will advocate for and assert a global demand to PG&E for the legal damages of Participating Entities, which shall also include those losses, expenses, costs and the like for which Participating Entities have received Disaster/Public Assistance (the “Global Demand”).
- b. The Participating Entities, FEMA, and CalOES agree there are no conflicts related to Baron & Budd P.C. and/or Diab Chambers LLP role and participation.
- c. FEMA and CalOES have represented to Baron & Budd P.C. and Diab Chambers LLP that FEMA and CalOES will agree in writing to share in their respective pro-rata fair shares of (1) attorneys’ fees to Baron & Budd P.C. and Diab Chambers LLP of eighteen percent (18%) of the net recovery, and (2) costs; both of which will be deducted from their respective gross recoveries resulting from a Master Settlement Agreement with PG&E and Participating Entities; provided that FEMA and OES will not be required to pay any costs if there are no gross recoveries. FEMA and CalOES will confirm in writing that the pro-rata fair share of attorneys’ fees and costs will be calculated on the same “net” basis as Participating Entities’ attorneys’ fees and costs, which includes attorneys’ fees calculated “net” of costs, and all travel expenses are waived.
- d. The Participating Entities, FEMA, and CalOES will share pro-rata in accordance with this Agreement in any amounts the Participating Entities collectively receive in settlement of the claims that the Participating Entities assert, including those on behalf of FEMA and CalOES, against PG&E. Gross recoveries to FEMA and CalOES will be determined as described below in section “IV. Pro-Rata Allocation.”
- e. Pursuant to agreements with FEMA and Cal OES, Baron & Budd P.C. will disburse from its Client Trust Account, the FEMA and Cal OES recoveries to each of the Participating Entities, which will then be responsible for providing any necessary reimbursements or credits to FEMA and Cal OES through agreed upon procedures between the Participating Entities, FEMA, and Cal OES. Once the FEMA and Cal

OES funds are disbursed from Baron & Budd P.C.'s Client Trust Account via wire transfer to a Participating Entity, the Participating Entity assumes full responsibility for the management of the FEMA and Cal OES funds.

III. Minimum Payment¹

- a. Each and every Participating Entity with a demand that is less than one hundred thousand dollars (\$100,000) shall receive a Minimum Payment equal to one hundred percent (100%) of their demand, not to exceed ninety-nine thousand nine hundred ninety-nine dollars (\$99,999), minus costs and attorneys' fees.
- b. Each and every Participating Entity with a demand that is greater than or equal to one hundred thousand dollars (\$100,000) shall receive a Minimum Payment of one hundred thousand dollars (\$100,000), minus costs and attorneys' fees.
- c. Each and every Participating Entity will receive at least the Minimum Payment by executing this Agreement and any Master Settlement Agreement for a Global Settlement.

IV. Pro-Rata Allocation

- a. The Global Demand will include the damages for each and all Participating Entities, including those damages for which Participating Entities have applied for and/or received Disaster/Public Assistance from FEMA and CalOES. Each damages category shall be treated with equal weight subject to the pro-rata allocation process.
- b. Each Participating Entity, FEMA, and CalOES will have an Allocation Percentage, calculated based on a Numerator and Denominator. The Numerator will be an entity's own total damages. The Denominator will be the total damages sum inclusive of the Participating Entities, FEMA, and CalOES.

V. Global Negotiation Process

- a. The Participating Entities will present to and negotiate with PG&E using one Global Demand Denominator, thereafter, engaging in one bilateral negotiation.
- b. Each Participating Entity's, FEMA's, and CalOES's respective recoveries will be reduced pro-rata (in accordance with the Allocation Percentages) as the bilateral negotiation reduces the Global Demand throughout the Global Negotiation Process.
- c. The Participating Entities have the discretion whether to resolve all claims included in the Global Demand Denominator, and Participating Entities will take into consideration all legal, factual, and strategic matters when deciding whether to resolve the claims within the Global Demand.

¹ The Minimum Payment assumes a successful litigation and resolution sufficient to meet these thresholds. The Participating Entities, FEMA, and CalOES understand and acknowledge that during the course of any litigation, there is risk that the litigation does not develop as planned and a settlement is not guaranteed.

- d. Each Participating Entity must agree to a Global Settlement in order for that Global Settlement to have effect as to any Participating Entity. Nothing herein is a waiver or release of any rights whatsoever to control the outcome of an entity's case, and the choice to participate in a Global Settlement remains in its entirety for each Participating Entity.

VI. Memorialization and Finality

- a. The Participating Entities, FEMA, and CalOES will do all things necessary in a reasonable and timely manner to effectuate the memorialization and documentation of any Master Settlement Agreement for a Global Settlement, should a Global Settlement be reached.
- b. FEMA and CalOES have represented to Baron & Budd P.C. that as a condition precedent to receipt of any settlement funds, they will agree in writing to not pursue Participating Entities, PG&E, its contractors, affiliates, assigns, vendors, employees, directors, subsidiaries, insurers, or any third parties for those monies otherwise recoverable under the Stafford Act, 44 CFR §206.223(e); 44 CFR §204.62 (c);, and/or in 19 Cal. Code Reg. section 2910, or any monies paid or to be paid to Participating Entities in relation to or connection with the Mosquito Fire.
- c. FEMA and CalOES have represented to Baron & Budd P.C. that they will agree in writing as a condition precedent to receipt of any settlement funds, that the execution and substantial performance of the terms herein will satisfy any and all reimbursement and/or subrogation obligations from the Participating Entities to FEMA and/or CalOES, including but not limited to those described in the FEMA Public Assistance Program and Policy Guide, June 2020, at page 52; 44 CFR §206.223(e); 44 CFR §204.62 (c);, and/or in 19 Cal. Code Reg. section 2910. This Agreement and the performance of the terms herein shall not in any way replace, interfere with, or disrupt the usual and customary Disaster/Public Assistance claims process between and among the Participating Entities, FEMA, and CalOES.
- d. Each of the persons executing this Agreement warrants that they are empowered and authorized to so execute and have the authority to fully bind the Participating Entity or Participating Entities for whom they are signing to the terms of this Agreement.
- e. This Agreement may be signed in counterparts, which taken together shall constitute one and the same Agreement, and which may be signed and transmitted by facsimile or e-mail. Once this Agreement has been fully executed by all Participating Entities, any signed counterpart shall be equivalent to a signed original for all purposes.
- f. This Agreement constitutes the entire agreement of the Participating Entities and supersedes all other prior negotiations and agreements with respect to the subject matter hereof and thereof, except that the Participating Entities acknowledge that any joint prosecution agreement and/or confidentiality agreements (if any) heretofore executed between them shall continue in full force and effect.

- g. Unless expressly stated herein, this Agreement shall be solely for the benefit of the Participating Entities and no other person or entity shall be a third-party beneficiary hereof.
- h. This Agreement may not be waived, modified, amended or supplemented except in a writing signed by all of the Participating Entities.

[Signature pages follow]

COUNSEL

Date: _____

John Fiske
Torri Sherlin
Baron & Budd, P.C.

COUNSEL

Date: _____

Ed Diab
Diab Chambers LLP

12

Driver who struck tree extricated by fire crews

Georgetown Fire Department News release

A Georgetown man was pinned inside his SUV after hitting a tree along Wentworth Springs Road Wednesday, Jan. 17.

The driver and sole occupant of the GMC Yukon XL was 46-year-old Aaron Kohlhaugen, according to information from the Placerville office of the California Highway Patrol. Firefighter/paramedics worked for almost 40 minutes to extricate Kohlhaugen before he was prepared for transport

to Sutter Roseville Medical Center by air ambulance.

Georgetown Fire Chief Glenn Brown shared an update Jan. 18 that the driver, who suffered a severe injury to his leg, is in stable condition.

The crash took place just after 4 p.m. on a stretch of Wentworth near Lower Balderston Road east of Georgetown. The CHP investigation found Kohlhaugen was traveling west when his vehicle left Wentworth and struck a tree north of the roadway. CHP officials note the cause of the collision is under

investigation. Assisting Georgetown firefighters in the extrication were personnel from the Garden Valley and El Dorado County fire protection districts. Responding units include Georgetown Fire Chief 7100, Medic 61, Engine 361, Garden Valley Fire Squad 51 and El Dorado County Fire Engine 72.

Brown said, "It was a great team effort from multiple agencies working together, utilizing a variety of extrication tools to safely get the patient out of the vehicle without any further



injuries." **First responders work to extricate the driver of a GMC Yukon who struck a tree on Wentworth Springs Road near Lower Balderston Road east of Georgetown Jan. 17.** Courtesy photo



Courtesy photo

First responders work to extricate the driver of a GMC Yukon who struck a tree on Wentworth Springs Road near Lower Balderston Road east of Georgetown Jan. 17.

Driver in stable condition after hitting tree

Georgetown Fire Department
News release

The Georgetown Fire Department responded to a traffic collision on Wentworth Springs just west of Lower Balderston Road at just after 4 p.m. Jan 17. A full-size GMC Yukon XL had run off the road into a tree.

The driver, a 46-year-old man, was pinned on the passenger side of the vehicle. He had a severe injury to his right leg. It took almost 40 minutes to extricate the patient safely from the vehicle. He was then packaged and loaded into Medic 61 and transported to Dru Barber Campground, where he was then transferred to a Reach helicopter and flown to Sutter Roseville Trauma Center. The incident investigation was turned over to the

California Highway Patrol.

On Jan. 18

Georgetown Fire Chief Glenn Brown shared an update that the patient is in stable condition at Sutter Roseville Hospital.

Assisting Georgetown firefighters were personnel from the Garden Valley and El Dorado County fire protection districts, and CHP. Responding units include Georgetown Fire Chief 7100, Medic 61, Engine 361, Garden Valley Fire Squad 51 and El Dorado County Fire Engine 72.

Brown said, "It was a great team effort from multiple agencies working together, utilizing a variety of extrication tools to safely get the patient out of the vehicle without any further injuries. I am very proud of how we all worked together."



Courtesy photo

Georgetown Fire Protection District crews helped a man with a medical emergency get an airlift to an area hospital Jan. 23.

Driver airlifted after running off Highway 193

Georgetown Fire Protection District
News release

On Jan. 23 there was a traffic accident on Longview Lane off of Highway 193 in Greenwood. It appeared that a 30-year-old man had some kind of medical issue that caused him to drive off the road.

He had no injuries from the accident. Georgetown Fire Protection District Medic 61 and the

REACH helicopter crew transported the patient by ambulance to Sutter Roseville Medical Center. The patient was in stable condition, and as of Jan. 25 was to be released from the hospital.

Participating agencies were Georgetown Fire Medic 61, Engine 361, Chief 7100, Utility 61, Garden Valley Fire Protection District Squad 51 and Squad 52, REACH 7 helicopter crew and the California Highway Patrol.