



**REGULAR MEETING
BOARD PACKET**

Thursday, April 13, 2023

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

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

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

B. FINANCIAL INFORMATION

6. CHIEFS 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

10. FUTURE AGENDA ITEMS

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

13. NEXT MEETING DATE AND ADJOURNMENT – Next Regular Meeting May 11, 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 April 7, 2023.

/s/ Glenn Brown
Chief Glenn W. Brown

April 1, 2023
Date

REGULAR MEETING AGENDA

GEORGETOWN FIRE DISTRICT
Board of Directors Meeting
Station 61 – 6283 Main Street, Georgetown CA 95634

Thursday, February 9, 2023
9:00 A.M.

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

Roll Call:

Director Davis –	Present
Director Anderson –	Present
Director Williams –	Present
Director Brown –	Present
Director Webb -	Present

Director Davis led the pledge of allegiance.

Also Present:

Fire Chief - Glenn Brown

Administrative Assistant – Julie Medsger

Fire Staff: Andrew Gregory, and Susan Johnson

2. ADOPTION OF AGENDA

Director Webb motioned to accept the agenda as presented. **Director Anderson** seconded the motion.

Roll Call:

Director Davis -	Aye
Director Anderson -	Aye
Director Williams -	Aye
Director Brown -	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.

None was offered.

The motion passes.

ANNOUNCE CLOSED SESSION AND ADJOURN OPEN SESSION TO CLOSED SESSION

9. ADJOURN TO CLOSED SESSION

- A. Pursuant to Government Code 54956(d)(1), the Board will meet in Closed Session to consider potential litigation
- B. Pursuant to Government Code 54956(d)(2), the Board will meet in Closed Session to consider potential litigation

ADJOURN CLOSED SESSION AND OPEN REGULAR SESSION

10. REPORT OUT OF CLOSED SESSION

11. FUTURE AGENDA ITEMS

Budget Workshop is scheduled for 03/09/23 Board Meeting (lunch provided and Director Davis advised gluten free)

12. MEDIA CORRESPONDENCE

13. PUBLIC COMMUNICATION

14. NEXT MEETING DATE AND ADJOURNMENT – Next Regular Meeting Thursday, March 9, 2023

Director Anderson motioned to adjourn the meeting. **Director Williams** seconded the motion.

Roll Call:

Director Davis – Aye
Director Anderson – Aye
Director Williams – Aye
Director Webb - Aye

The motion passes.

Chief's Report

February 9, 2023

A. Budget

There is a budget meeting scheduled for this meeting.

B. Personnel

Josh Holtgrieve was hired and will have his badge pinning today.

The Paramedic with the injured arm returns to work tomorrow.

Julie Medsger is continuing with her on the job training. Laura Azevedo completed her temporary assignment and left with our heartfelt thanks. Brandi Scowcroft will remain as a part-time temporary employee for another month or so.

C. Volunteers

The volunteers are continuing to work on cleaning up #62 in preparation for their plan to expand the concrete and upgrade the overall training area.

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.

E. Facilities Report

Major water leak at #61 was detected between the fire hydrant in front and the station. Our insurance company has been notified. Temporary repairs have been made and we are working with contractors on getting long term repairs.

We received the insurance settlement on the collapsed canopy and are researching a replacement/upgrade. \$9,444.88

F. JPA Report

We have a draft of the 2023/24 contract, and you have a copy at the end of this report. It will be on the JPA Board agenda at the end of this month and then on our agenda next month.

G. Fire Authority

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

H. Training

We will be hosting an Apparatus Operator Class next month. Garden Valley and Mosquito have attendees as well.

We are beginning wildland redcard certification for the upcoming season.

I. Grand Jury

Nothing new to report.

J. 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.

K. Policies and Procedures

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

L. Grants

FEMA

WUI pumper	\$708,430.08	Match \$100,000
Hose/Nozzles	\$40,000 approx.	Match \$2,000
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	Match \$0
VFA Grant – upcoming limit of \$20,000		Match 50%

M. Community Activities

Town Hall was completed on March 25th.

I spoke at the Rotary on March 29th.

N. Fire Prevention

Rich Galvin has been attending FPO meetings and reporting back. New Fire Code is moving forward.

O. Personal

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

P. Special

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

Q. Ad-Hoc committee on Divide Fire/Emergency Services

We had our first meeting on March 27th. The meeting went very well and the next meeting in April 14th in our training room.

R. Major Incidents

5th wheel fire in Camp Chiquita on March 30th. Numerous explosions including a BLEVE of a small propane tank and the rupture of a generator fuel tank. Fire was investigated by Mike Sampson.

We had our first wildfire response of the season Monday night (3-4 acres in Garden Valley – WT62). There have been several in the county already this season.

- JPA Agreement



**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 45.

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 ~~and/or paper~~ 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 **Contractor's** 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~~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 129000 et seq.); and regulations promulgated thereunder (Title 2, CCR, Section 7285.0 et seq.); Title 2, Division 32, 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 of the 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 of the 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 \$63,000,000 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 \$46,000,000 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**, its and their officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. ~~This~~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.

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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.

25.7 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.

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25.8 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.

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SECTION 2627- TERM

26.1-This agreement shall become effective on July 1, 2023~~2~~, and will remain in effect, unless terminated pursuant to the provisions herein. This Agreement will be reviewed annually.

SECTION 297-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.

Date _____
Brian K. Veerkamp ~~Cristy Jorgensen~~, Executive Director
El Dorado County Emergency Services Authority

Date _____
Fire Chief Glenn Brown
Georgetown Fire Protection District

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 ~~will comply with all applicable HIPAA-HITECH laws:~~
 - 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

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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 ~~JPA-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) and the JPA, and (3) their 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 Agencies, Districts, Special Districts and Departments of the County and the JPA, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives 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

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compromise any such action or claim without the prior consent of ~~JPA~~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 ~~JPA~~the indemnified parties as set forth herein. The **Business Associate's** obligation to defend, indemnify and hold harmless ~~JPA~~the indemnified parties shall be subject to ~~JPA~~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 ~~JPA~~the indemnified parties the appropriate form of dismissal relieving ~~JPA~~ from any liability for the action or claim involved.

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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 ~~JPA~~indemnified parties herein from third party claims arising from the issues of this Amendment.

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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 ~~JPA~~indemnified parties to the fullest extent allowed by law.

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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: \$1,320,000 per medic unit	July 2022 will be compensated at a flat rate of \$400,000 per unit. Beginning with August 2022, 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: \$6,0007,600 per medic unit	Compensated at actual cost.
Object Code 4304 Agency Admin	\$250,000 per medic unit	Compensated annually in July
Object Code 4440: Rental/Lease Buildings	\$18,5000 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: \$6,0007,600 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>

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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 and Board of Directors.
5. The Contractor agrees to submit a monthly Expenditure report to the JPA, which will be reviewed by the JPA Finance Committee and Board of Directors.
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 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.

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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.

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7. 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.

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

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

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

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

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

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

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

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

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

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

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

Attachments:

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

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

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**SECTION 1:
DEFINITIONS**

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

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

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

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

**SECTION 2:
FRMS AS SUCCESSOR TO AND EXPANSION OF FASIS**

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

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

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

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

SECTION 3:
PURPOSE

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

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

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

SECTION 4:
MEMBERSHIP

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

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

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

SECTION 5:
PARTIES TO AGREEMENT

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

SECTION 6:
TERM OF AGREEMENT

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

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

SECTION 7:
POWERS OF FRMS

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

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

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

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

**SECTION 8:
BOARD OF DIRECTORS**

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

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

**SECTION 9:
POWERS OF THE BOARD OF DIRECTORS**

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

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

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

SECTION 10:
OFFICERS

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

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

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

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

SECTION 11:
RESTRICTIONS ON POWER

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

SECTION 12:
COMPLIANCE WITH THE BROWN ACT

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

SECTION 13:
BYLAWS

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

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

SECTION 14:
COVERAGE PROGRAMS

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

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

SECTION 15:
IMPLEMENTATION OF THE COVERAGE PROGRAMS

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

SECTION 16:
ACCOUNTS AND RECORDS

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

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

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

SECTION 17:
SERVICES PROVIDED BY FRMS

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

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

**SECTION 18:
RESPONSIBILITIES OF MEMBERS**

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

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

**SECTION 19:
NEW MEMBERS**

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

**SECTION 20:
WITHDRAWAL**

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

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

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

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

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

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

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

**SECTION 21:
EXPULSION**

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

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

**SECTION 22:
EFFECT OF WITHDRAWAL OR EXPULSION**

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

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

**SECTION 23:
TERMINATION OF FRMS AND DISTRIBUTION**

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

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

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

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

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

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

SECTION 24: AMENDMENTS

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

SECTION 25: ENFORCEMENT

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

SECTION 26: NON-LIABILITY OF MEMBER AGENCIES

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

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

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

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

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

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

SECTION 29:
ADMINISTRATION OF PREEXISTING OBLIGATIONS

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

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

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

**SECTION 30:
MISCELLANEOUS PROVISIONS**

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

SECTION 31:
EXECUTION IN COUNTERPARTS

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

(Agency Name)

Date: _____

By: _____
Name/Title

GEOFire's new side-by-side saves the day



Photo courtesy of Georgetown Fire
The UTV equipped with Trax recently acquired by the Georgetown Fire Department is deployed in deep snow.

Kathleen Mendenhall
Staff writer

On Feb. 28 Georgetown Fire Department personnel on Medic 61, Engine 361 and Utility 261 responded to a call for medical aid in Volcanoville. With the unprecedented snowfall, it was fortunate that Georgetown Fire had the new side-by-side utility vehicle with snow tracks (Trax) as that was the only vehicle that could make it directly to the scene.

The patient was moved to Medic 61, which was waiting at Volcanoville Road and Wentworth Springs Road, and then was transported to the hospital.

A special thanks goes out to Volcanoville residents Steve Rubick and Georgetown Fire Capt. Theresa Snoke for making it to the scene. When the call went out Snoke was at her Volcanoville home and Rubick showed up

with his side-by-side off-road vehicle. There was so much snow that his vehicle could not get to the destination but the Trax was successful.

The UTV Trax itself was acquired via the Homeland Security Grant Program through the El Dorado County Sheriff's Office. Four of these were received by the county and given to various fire districts and Georgetown Fire was fortunate to receive one.

In addition, these four fire agencies received a tourism grant through the county (written by Georgetown Fire) to equip them. The other three agencies received about \$17,000 which did not include winterizing. Georgetown received just over \$40,000 which included the enclosed cab, heater and most importantly the snow Trax.

The UTV is so new that it was in the process of getting

signage added but because of the dire need they brought it back to Georgetown. Training to operate the vehicle is in the works and Nick Cimmarusti and Jeremiah Norrell with Georgetown Fire are the only two fully trained in its operation.

Trax is not only vital to the Georgetown community, it has also been on call with the Garden Valley Fire Protection District, assisted EDSO and has been used by county workers in repairing radio system antennas on Hotchkiss Hill. It has also transported several patients to ambulances.

The Trax will be switched out for tires each spring and back to Trax each winter.

Georgetown Fire wants to remind community members that in case of emergency dial 911. Response times may be delayed in this weather but emergency crews will do all they can to get to anyone in need.



Photo courtesy of Ken Pauley

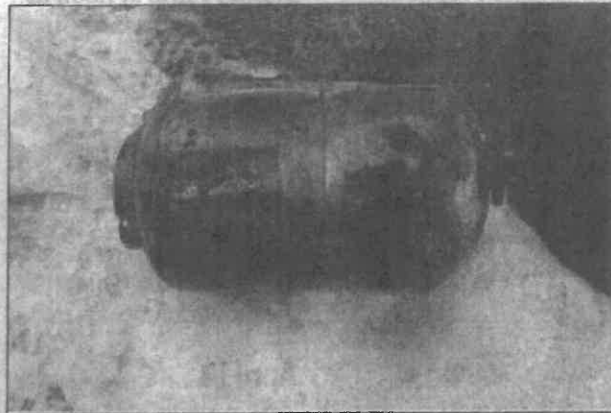
On Feb. 28 Ken Pauley, Theresa Snoke and Steve Rubick brave blizzard conditions to respond to an emergency situation in Volcanoville.

Fifth-wheel fire turns 'dangerous situation'

Gazette staff

A Camp Chiquita Mobile Home Park resident was unharmed but her fifth wheel trailer destroyed in a March 30 fire that is under investigation, according to the Georgetown Fire Department. The resident's dog woke her up in time to escape the flames.

Firefighters say they arrived to Camp Chiquita in Georgetown just after 1 p.m. to find the trailer engulfed and a "dangerous situation involving a number of propane tanks venting" with one propane tank rupturing and flying



A propane tank ruptured and flew 15 feet.

about 15 feet.

A generator fuel tank also ruptured and a large fireball erupted, fire crews reported.

Fire officials note the Red Cross was called in to provide assistance to

the homeowner.

Firefighters from Cal Fire and the Garden Valley and El Dorado County fire protection districts came in to assist and provide needed water.



Courtesy photos

Firefighters extinguish a fire that razed a fifth-wheel at Camp Chiquita March. 30.



Mountain Democrat photo by Eric Jaramishian

El Dorado County Fire Protection District Chief Tim Cordero, Diamond Springs-El Dorado Fire Protection District Chief Matt Gallagher, along with the new crew of paramedics consisting of Brian Duffy, Aaron Fields, Fallon Braithwaite, Taylor Ferguson, Kyle Lopez and Bradley Gates, reintroduce Medic 49 into service Saturday at Station 49 in Diamond Springs.

ON THE ROAD AGAIN

collaboration a cure for Medic 49

Eric Jaramishian
Staff writer

The community celebrated the return of Medic 49 Saturday afternoon after the ambulance was decommissioned last summer due to staffing challenges for the

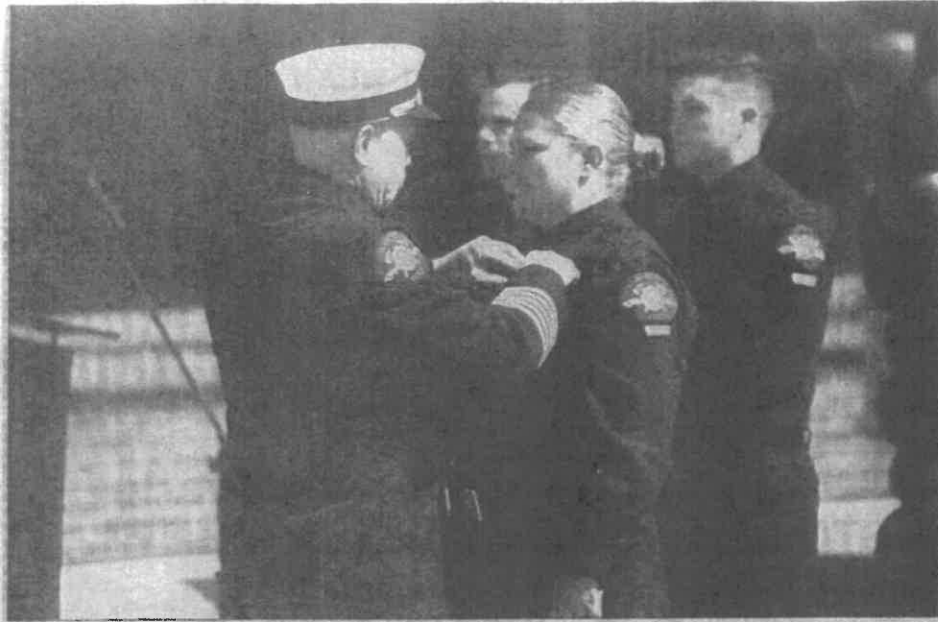
Diamond Springs-El Dorado Fire Protection District.

Stepping in to help, the El Dorado County Fire Protection District provided personnel for Medic 49, which went back to service March 15 out of Diamond Springs-El Dorado Fire Station 49 in Diamond

Springs. It will be staffed by recently pinned paramedics Bradley Gates, Kyle Lopez, Taylor Ferguson, Fallon Braithwaite, Aaron Fields and Brian Duffy of EDC Fire.

The trained paramedics

■ See **MEDIC 49**, page A9



Mountain Democrat photo by Eric Jaramishian

Paramedic Fallon Braithwaite receives her badge from El Dorado County Fire Protection District Chief Tim Cordero Saturday afternoon at Station 49 in Diamond Springs.

Medic 49 *Continued from A1*

received their badges and recited their oaths of office in front of an audience Saturday afternoon with Medic 49 parked behind its crew, ready for duty once again.

Leadership with Diamond Springs-El Dorado and El Dorado County fire protection districts made the effort to get the emergency vehicle into action after an eight-month hiatus due to staffing shortages that plagued fire districts. Training challenges due to COVID-19 and national firefighting paramedic shortages made recruitment an uphill battle, the Mountain Democrat previously reported.

The solution came with collaboration between the two fire districts.

"As we started working through that process we quickly realized this is a pathway that we can get on, in which we can join with our partners here in Diamond Springs, and actually bring this ambulance back to service," El Dorado County Fire Chief Tim Cordero said. "With the quality of folks we are bringing into this program, we plan to make this a very successful program."

Among other ventures the departments are partnering in is the annexation of Diamond Springs-El Dorado into the EDC Fire Protection District.

The two fire districts are sharing resources with their prevention and training programs and were able to provide additional staffing to rescue teams serving the community amid the extreme weather of winter 2022-23, added Diamond Springs-El Dorado Fire Chief Matt Gallagher.

"There are going to be exciting things coming up for both of our departments and I think this is just the start," Gallagher said. "We look forward to the future of the two departments and what we can do."

The El Dorado County Emergency Services Authority, also known as the West Slope Joint Powers Authority, manages the eight ambulances on the West Slope of the county, which serve approximately 150,000 residents. El Dorado County Fire provides services for five of those eight ambulances.

Responding to 3,200 incidents annually, Medic 49 was the second busiest unit in the JPA system, according to EDC Fire.

Newly minted paramedic Lopez, a Citrus Heights resident, said he was looking for work in the area and felt his new position would be a good opportunity for him to learn and grow as a paramedic.

"All of us are looking forward to working in this district and alongside with El Dorado County Fire firefighters as well," Lopez said.

Town Hall planned on storm impacts, new gov't center

Georgetown Fire and Georgetown Friends of the Library
News release

The Georgetown Fire Department is hosting a Community Town Hall Meeting March 25 at 1 p.m. at the IOOF Hall in Georgetown. The following items are scheduled to be discussed and there will be an open question and answer session.

Subjects include 2023 storm reports and after action review, including snow and rain in January, February and March; damage to the community; county emergency operations; and PG&E operations.

There will be discussion regarding building a new fire station on Highway 193 that will include a government center housing the Georgetown Library, a health center and the El Dorado County sheriff.

Additional discussion will include Georgetown Fire/Garden Valley Fire/Mosquito Fire establishment of an ad-hoc committee for future fires, and medical and emergency services on the Divide, as well as how can we all work together to better serve our citizens and communities.

In 2022 District 4 Supervisor Lori Parlin and the Board of Supervisors directed county staff to explore the options for a county-owned library facility in Georgetown. Many library patrons do not realize the current library building is leased from a private party. A plan has been developed that involves a pair of new, connected one-story buildings on a parcel on Highway 193 in Georgetown.

The buildings will include a fire station, a county library with an attached community

Town Hall

room and program spaces and offices for agencies and organizations that support community safety, health and education. Among other possibilities, these organizations would include the county Health

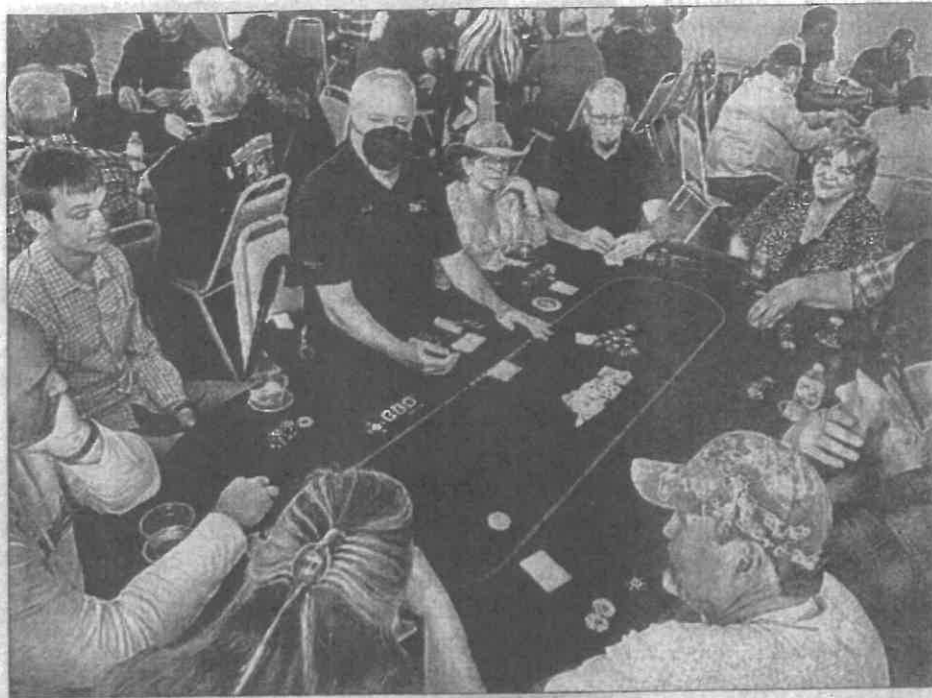
and Human Services Agency, the Community Hub program (including public health nurses) and the sheriff. The space could also function as an emergency resource center for the community,

providing a warming and cooling station, clean air space and a place for emergency communications and emergency supply distribution. The project will also include an

outdoor garden and outdoor program spaces for community use. Funding from local, state and federal sources is available and actively being pursued. Joint partners are also standing ready to

participate in the project. Factors in the community's favor are that this is a rural community, underserved and isolated. The area's demonstrated need is enormous.

The issues being discussed at the Town Hall affect all community members, and the community is being encouraged to attend.



Courtesy photo

Texas Hold'em players make their bets in last year's event.

Mark your calendar for the GEOFire poker tourney

News release

Last year's Georgetown Volunteer Fire Department Texas Hold 'Em Poker Tournament was so successful organizers decided to hold the event again.

The fundraiser will take over the IOOF Hall in Georgetown from 5-10 p.m. May 6 (and the games begin at 6 p.m. sharp). Tickets can be purchased online at bit.ly/GEOFirePoker. The 2022 event sold out. No tickets will be sold at the door as the

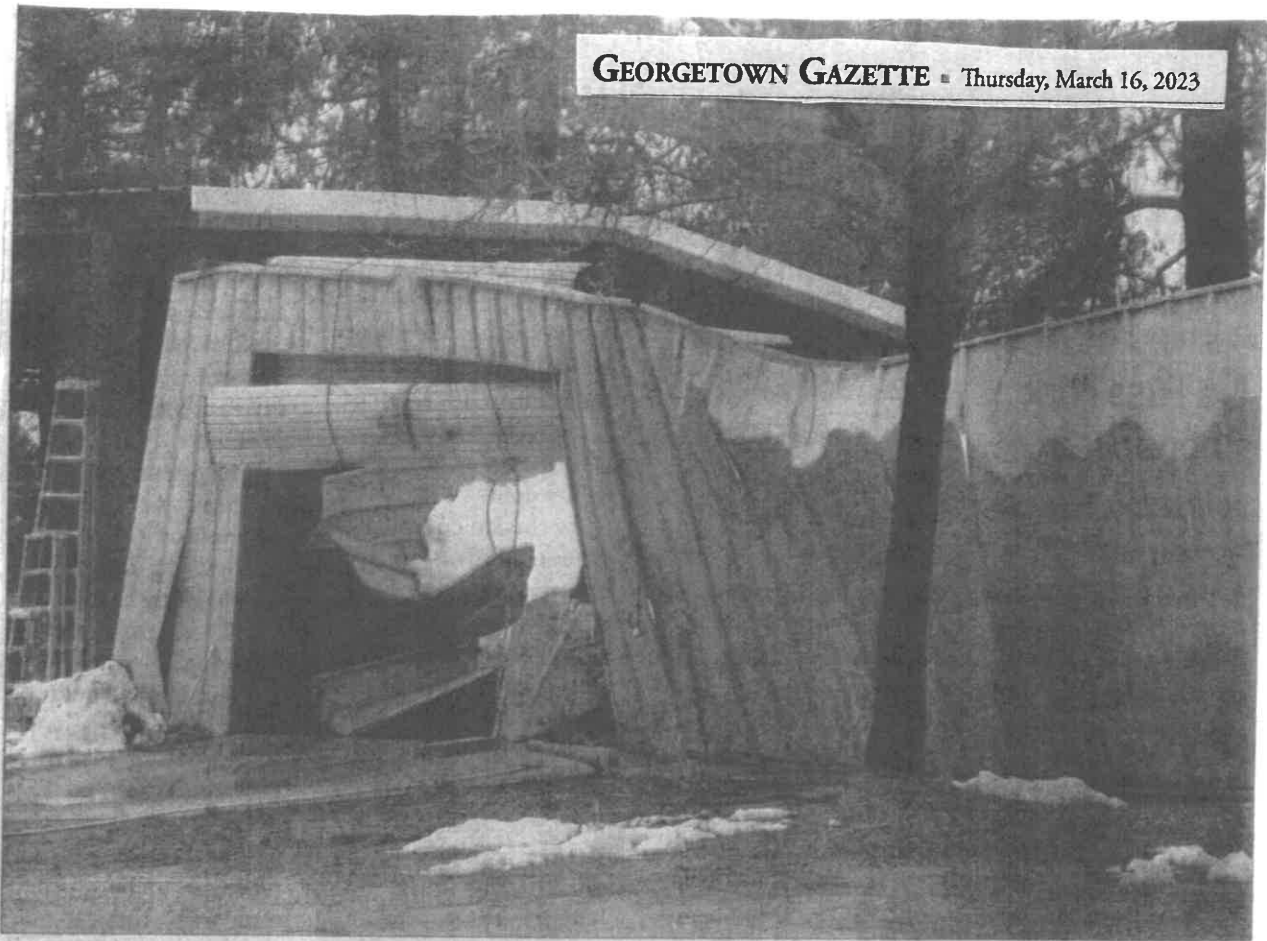
event organizers must have a precise count of attendees before the event.

Play against other players for prizes and fun. For those who love poker this is an exciting opportunity, or for those who have never played the event organizers will give a short introduction to poker before the tournament starts.

Georgetown Volunteer Fire relies on fundraising as its only source of income. The volunteers use the funds to purchase needed supplies for firefighters and

important firefighting equipment. Some of the equipment GVF has purchased in the past include thermal imaging cameras for structural firefighting, stabilization equipment for traffic collisions to keep firefighters safe, and most recently, a Zoll Autopulse CPR device that has been deployed several times since its introduction at GVF's department.

There will also be a no-host bar with servers, as well as dinner by Stubby's BBQ from 5-6 p.m. Event sponsorship is also available.



The office at Georgetown Precast gave in to the snow load.

Gazette photos by Kat Mendenhall

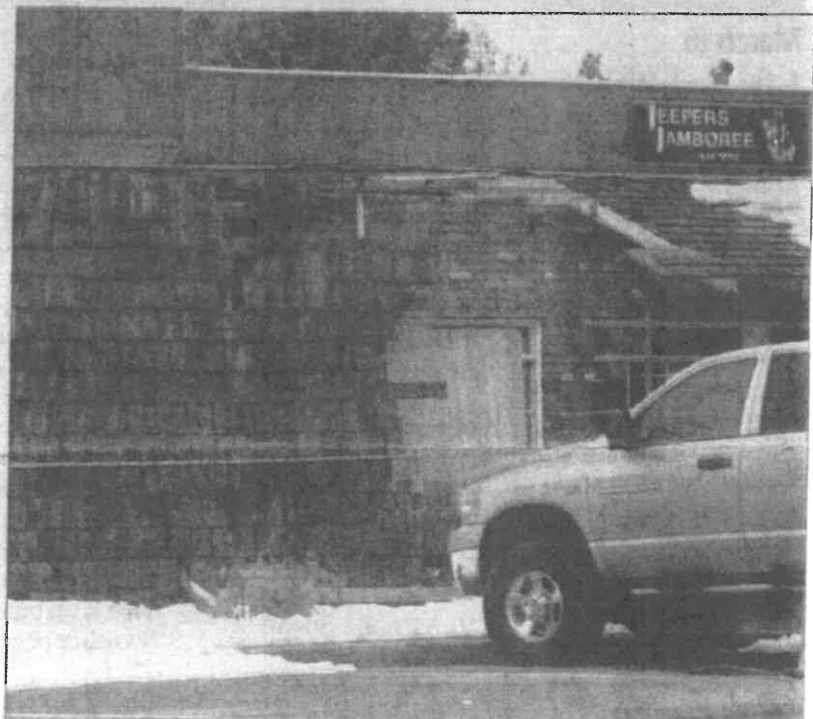
Structures collapse

Weeks of winter weather leads to destruction

Kathleen Mendenhall
Staff writer

After about two weeks of periodic snowfall, buildings and other structures on the Divide collapsed while bearing the heavy weight of the snow.

Reports of collapse include Ronnie Beam's office structure at Georgetown Precast, a metal carport over one of the Georgetown Fire Department's training vehicles and another metal carport used to store a boat used by the Grizzly Bassmasters. At Metcalf Family Motorsports, owned by Kim and Glen Metcalf, the workshop collapsed with several vehicles inside. A storage building at Georgetown Hardware was damaged and a crack developed in a support beam at MarVal, closing the store for a short time March



Main Street Mercantile also came down.

An alert came March 8 from residents from the El Dorado County Sheriff's Office, warning of the threat of roof collapse. Sheriff's Officials advise disabled or elderly residents unable to clear their roof to call (530) 621-7440 for possible assistance.

On March 9 rain began to fall, melting a lot of the snow but also adding to the weight roofs holding snow must bear.

El Dorado County Fire Protection District officials urge residents and business owners to assess snow conditions on buildings and take necessary measures to prevent collapse and other snow-related issues such as blocked mechanical equipment, leaks due to ice dams and even carbon monoxide poisoning due to blocked vents.

This is especially important for buildings constructed prior to 1982, when the county adopted a design standard that addressed roof design and snow

loads, officials note, adding that if snow accumulation remains on roofs not designed for snow loads, coming rain could rapidly add weight that could trigger failures. Flat roofs, like those on mobile homes, are especially vulnerable.

Overstressed roofs typically display some warning signs, according to the fire district. Wood and steel structures may show noticeable signs of excessive ceiling or roof sagging before failure. Roof vents, chimneys and flues should also be monitored for blockage due to snow buildup. These systems need unobstructed access to outside air to properly ventilate. Blockages can cause carbon monoxide to back up in buildings. The heavy snow may also cause chimneys to shift, causing them to crumble or fall. Another thing to keep an eye on — propane tanks, lines and pipes.

If removing snow from a roof, special care should be taken to not damage the roof, vents, utilities (such as solar systems) or any other

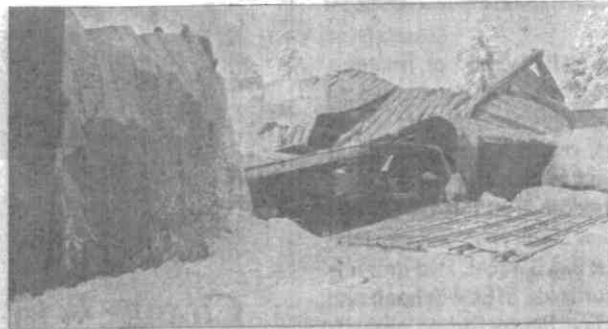
components on the roof. If a building appears to be structurally compromised, snow removal work should cease and the building should be evacuated.

The Sheriff's Office advises property owners with structures partially or fully collapsed due to snow accumulation to

contact Building Services at (530) 621-5315.

Renters can also contact building services without having to wait for the landlord to take action.

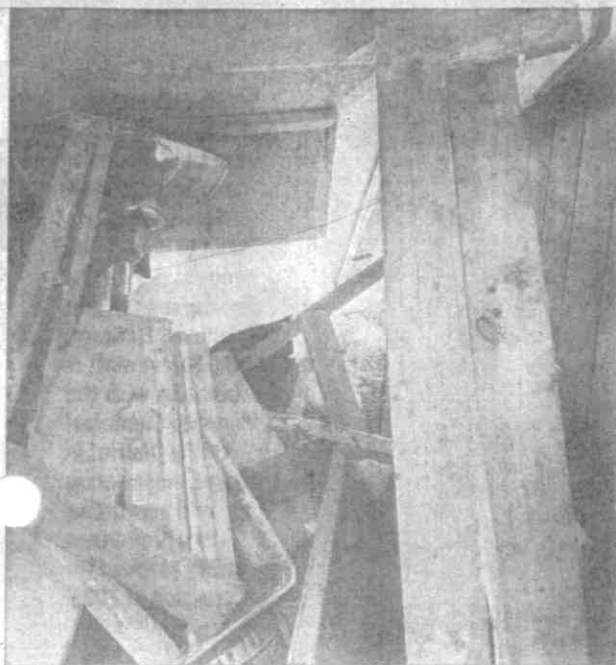
For more information refer to the Federal Emergency Management Administration Snow Load Safety Guidance at bit.ly/FEMAsnowload.



The Metcalf Family Motorsports garage on Eaton Road in Georgetown collapsed March 6.



A canopy came down over a Georgetown Fire Department truck.



Georgetown resident Larry Reite shared this photo of his



The carport where the Grizzly Bassmasters' boat is parked no longer stands.

Courtesy photos

Fire districts inching closer to unification

Odin Rasco
Staff writer

The Diamond Springs-El Dorado and El Dorado County Fire protection districts have taken the first official step toward unification.

Following a decision in January by the EDCFPD Board of Directors to establish an ad-hoc committee to explore possible annexation or consolidation, decision-makers for the two districts unanimously approved resolutions of intent to proceed with unification discussions. Both resolutions were approved at regular meetings of the respective agencies this month.

The next step will be the pre-application process with the El Dorado Local Agency Formation Commission.

Both agencies will work together over the coming months to determine the shape and operational structure of a potential joint agency, according to an EDCFPD press release.

To better understand the state of affairs across the board, a feasibility study and service plan will be developed and sphere of influence impacts will be identified. Mickey Kaiserman, El Dorado County Fire board director for the city of Placerville, previously estimated the process could take between eight months to a year-and-a-half.

Once this process is complete both boards will have to pass a resolution of application to initiate reorganization and formally submit the application for review by LAFCO.

Town hall talks storms, new fire station, library

Sara Schwarz C.R. Kendall
Special to the Gazette

About 70 people attended the town hall meeting hosted by the Georgetown Fire Department March 25 at the IOOF Hall. Georgetown Fire Chief Glenn Brown led the meeting where topics were discussed such as a new fire station and library for Georgetown. Brown also shared information about storms the last two winters. He said 2023 saw better coordination among agencies.

2022's "Snow-mageddon" was one huge storm, while this year has seen weeks of snow and rain. He emphasized the need to be prepared, clearing snow from roofs and neighbors helping each other to get through these events.

Agencies were better prepared this year and learned from last year. Resources and staff, including fire engine and swift water rescue unit availability, were repositioned. Communication has

also improved with an emergency operation coordinator and two Zoom conferences a day between agencies to resolve issues promptly.

These improvements allowed agencies to cooperate to keep visitors from trying to travel impassable back roads to Tahoe during snowstorms.

Brown shared slides showing storm damage from January to March. There was far more damage to the community this year than last year. The storms also did a lot of road damage and the county is working on remedies.

He praised Growlersburg crews who, with the CCC, "were amazing" in helping to save buildings throughout El Dorado County and working with PG&E to clear trees that were down.

Brown also discussed rescues accomplished when county emergency operations worked together. Responders used snow trax vehicles to get to areas to repair damage and get people

out. They also rescued people using a side-by-side and hiking 2 miles in waist-deep snow.

The community, as usual, stepped up when Unsung Heroes worked with the El Dorado County Food Bank and gave away 100 packages of food.

Mike Webb, retired from Cal Fire and now with PG&E, shared the experience of PG&E operations. He said techs have been working hard since Dec. 26, when a system-wide outage was anticipated. Before the storm PG&E started discussions with the Office of Emergency Services and repositioned resources. Restoration went much quicker this year because of increased communication with response agencies, including daily calls and meetings.

He reported that PG&E also provided community support behind the scenes such as reaching out to medical baseline customers, providing hotel and transportation vouchers to customers, and providing grab-and-go bags to the El Dorado County Sheriff's Office to give to people when they performed wellness checks. They also provided more generators to Mosquito, Search and Rescue, and the Georgetown Library which serves as a shelter.

Webb gave an overview of the power line that comes to Georgetown from Placerville and the Mountain Quarry line that comes from Auburn through Cool to the west side of Georgetown. He explained the five steps to restoring power and gave statistics on how many customers lost power for how long. There were 52 storm-

related outages that affected more than 9,000 customers, 493 customers had power out for more than 12 hours, while more than 8,000 customers had restored power within 12 hours, according to Webb.

Webb advised those who had power-related damages such as a cut gate, trucks on property, food damage and for those who need to get credit on their energy bill for days power was out to file claims online at claims.ss.pge.com soon since there is a deadline. Customers can also call (800) 743-5000 but it can be tough to get through.

Brown continued that the fire department owns a 4-acre parcel on Highway 193 near Main Street that is currently leased for truck and equipment parking. Georgetown needs a new fire station and a new public library so there has been discussion about what to do with that plot. Nothing is decided yet and the audience was asked to complete a survey of what is important to them.

For the last couple of years Sara Schwarz C.R. Kendall, "SK," retired library commissioner, presented research regarding a new place to move or build a public library in Georgetown. The county does not own the current building and the county Board of Supervisors, including Lori Parlin, would like to move toward library ownership.

SK explained that the Georgetown Library serves as a Community Hub, bringing health and social services like public nurses, heating assistance programs and child wellness programs to the Divide. The library also serves

as an emergency resource.

SK described how she worked with library lead Angela Bernoudy and local realtor Patti Smith to explore potential Georgetown Library locations that were often too small, too old or had too little parking to accommodate the public's needs. Smith suggested working with the fire department, which started conversations on the idea to collaborate and perhaps build a community center that could include a sheriff's substation, outdoor garden and other office and outdoor spaces. SK said Carolyn Brooks, who recently retired as library director for El Dorado County's public library system, will work on the Georgetown project as a volunteer, particularly to obtain grant money.

Georgetown is highly eligible for a large grant from the California State Library, funds that would need to be spent by 2026. Local backing

of such a project will be important to the grant process.

Brown closed the meeting with a mention of how an ad-hoc committee has been

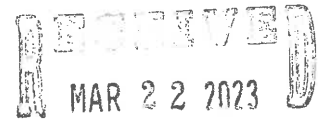
formed to explore how Georgetown Fire can work with neighbors and stakeholders to help ensure the future of fire, medical and emergency services on

the Divide. There are already joint operations and joint grant writing with Pioneer and Rescue, and CalFire could be brought into conversations later.



Georgetown Divide Health Care Auxiliary

P. O. Box 536
Georgetown CA 95634



BY:

February 28, 2023

Dear Georgetown Fire Department,

The Georgetown Divide Health Care Auxiliary had a successful Christmas Bazaar on December 3, 2022. We would like to thank your fire department for all of your assistance. We are able to donate \$2,000 and additional \$2,500 from an anonymous donor. We ask that these funds be used to purchase medical supplies or equipment. The members work hard to raise the funds and would appreciate knowing what purchases you make with this donation.

We continue to be thankful for the support and dedication that our fire departments.

Sincerely,

GDHCA Members

We promote a safe, healthy, well educated community.