



**SPECIAL MEETING**

**BOARD PACKET**

**Thursday, August 10, 2023**

## **REGULAR MEETING AGENDA**

### **GEORGETOWN FIRE PROTECTION DISTRICT**

**Board of Directors Meeting**

**Station 61 – 6283 Main Street, Georgetown, CA 95634**

**August 10, 2023, 9:00 A.M.**

- 1. CALL TO ORDER, ROLL CALL, AND PLEDGE OF ALLEGIANCE**
- 2. ADOPTION OF AGENDA**
- 3. PUBLIC COMMENT** – Any member of the public may address the Board on any matter within the jurisdictional authority of the District. Comments shall be limited to three minutes per person or such other time limit as may be imposed by the President to enable the Board to complete its agenda within a reasonable period.
- 4. DIRECTORS ITEMS**
- 5. CONSENT CALENDAR**
  - A. APPROVAL OF MINUTES**
    - i. Regular Meeting July 13, 2023
    - ii. Special Meeting July 13, 2023  
*Recommendation: Approval of the Consent Calendar*
  - B. FINANCIAL INFORMATION**
    - i. July's Outside District Claims Forms
- 6. CHIEFS REPORT**
  - A. BUDGET REPORT**
- 7. ACTION ITEMS**
  - A. Review Local Cooperative Fire Protection Agreement between GFPS and USDA, Forest Service**  
*Recommendation: none*
  - B. New EDRFA Agreement**  
*Recommendation: Staff recommends the review and approve the revised EDRFA Agreement, effective September 1, 2023*
  - C. BEREAVEMENT LEAVE**  
*Recommendation:*
  - D. RETIREE HEALTHCARE**  
*Recommendation:*

---

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

---

**8. ADJOURN TO CLOSED SESSION**

- A. Pursuant to Government Code 54957, Public Employment 54957 (b)(1)
- 

**ADJOURN CLOSED SESSION AND OPEN REGULAR SESSION**

---

**9. REPORT OUT OF CLOSED SESSION**

**10. FUTURE AGENDA ITEMS**

- A. BADGE PINNING (badge ordered, it's been backordered)  
B. MCI, THANK You  
C. HOLIDAYS

**11. MEDIA CORRESPONDENCE**

- A. Please See Tab 11

**12. PUBLIC COMMUNICATION**

- A. \$100 donation from Garland Windle  
B. \$50 donation from Robert Pimm

**13. NEXT MEETING DATE AND ADJOURNMENT** – Special Meeting End of August Date: TBD, and next Regular Meeting September 14, 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 August 4, 2023.

/s/ Glenn Brown  
Chief Glenn W. Brown

August 4, 2023  
Date

**5 A**

# MINUTES

## REGULAR MEETING AGENDA

GEORGETOWN FIRE DISTRICT

Board of Directors Meeting

Station 61 – 6283 Main Street, Georgetown, CA 95634

Thursday, July 13, 2023

9:00 A.M.

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

**Call to Order at 9:03 A.M.**

**Roll Call:**

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

**President Davis** led the pledge of allegiance.

Also Present:

Fire Chief - Glenn Brown

Administrative Assistant – Julie Medsger

Fire Staff: Andrew Gregory and Ken Pauley

### 2. ADOPTION OF AGENDA

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

**Roll Call:**

President Davis -	Aye
Vice President 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.

#### 4. DIRECTORS ITEMS

Director Brown will be out of town from July 15 – 20<sup>th</sup>.

#### 5. CONSENT CALENDAR

##### A. APPROVAL OF MINUTES

- i. Minutes of June 29, 2023
- ii. Minutes of Special Meeting May 18, 2023

**Director Williams** motioned to accept the approval of the minutes for 6/29/23 and 5/18/23. **Director Anderson** seconded the motion.

##### Roll Call:

President Davis -	Aye
Vice President Anderson -	Aye
Director Williams -	Aye
Director Brown -	Aye
Director Webb -	Aye

**The motion passes.**

##### B. FINANCIAL INFORMATION

- i. Monthly Financials
- ii. Budget Update

Chief mentioned that we do not have the EOY numbers from the county at this time. GEOFire is pending buyback from JPA.

#### 6. CHIEFS REPORT

Personnel Update: currently, two positions are open

We anticipation Brian Morris to return to work in September 2023

GEOFire Volunteers put on a fun-filled family station Picnic, and they are also involved in the EDRFA process

OES E4101 is still at Riverview. All units are back in service except E61whcih is going to the shop on 7/14/23 for overheating and electrical issues with code equipment

Still working through the water leak at station 61

#### 7. ACTION ITEMS

The board approved the EDRFA agreement and the initial \$2,500 start-up cost.

**Director Williams** motioned to accept the approval. **Director Anderson** seconded the motion.

##### Roll Call:

President Davis -	Aye
Vice President Anderson -	Aye
Director Williams -	Aye

Director Brown - Aye  
Director Webb - Aye  
**The motion passes.**

---

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

---

**7. ADJOURN TO CLOSED SESSION**

- A. Pursuant to Government Code 54957.6 Conference with Labor Negotiators
  - B. Pursuant to Government Code 54957(b)(1) Public Employee Performance Evaluation
- 

**ADJOURN CLOSED SESSION AND OPEN REGULAR SESSION**

---

**8.**

**9. REPORT OUT OF CLOSED SESSION**

Closed session start time 9:12 A.M., Adjourn closed session 9:40 A.M.

No report provided

**10. FUTURE AGENDA ITEMS**

- A. Define Retiree Healthcare Benefits
- B. Define Bereavement Benefits

**11. MEDIA CORRESPONDENCE**

- A. Fire Station 88 Get a Reprieve
- B. Mt. Murphy Road Fire Scorches Half-Acre
- C. Quilt Show a Hit

**12. PUBLIC COMMUNICATION**

**13. NEXT MEETING DATE AND ADJOURNMENT – Next Regular Meeting August 10, 2023**

**Director Williams** motioned to adjourn at 10:50 A.M. **Director Brown** seconded the motion. **The motion passes.**

**Adjourned at 10:50 A.M.**

President Davis – Aye  
Vice President Anderson – Aye  
Director Williams – Aye  
Director Brown – Aye  
Director Webb - Aye

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

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

/s/ Glenn Brown  
Chief Glenn W. Brown

July 7, 2023  
Date





**MINUTES**  
**SPECIAL MEETING AGENDA**

GEORGETOWN FIRE DISTRICT  
Board of Directors Meeting  
Station 61 – 6283 Main Street, Georgetown, CA  
95634  
Thursday, July 13, 2023  
10:30 A.M.

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

**Call to Order at 10:58 A.M.**

**Roll Call:**

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

**President Davis** led the pledge of allegiance.

Also Present:

Fire Chief - Glenn Brown

Administrative Assistant – Julie Medsger

Fire Staff: Andrew Gregory and Ken Pauley

- 2. PUBLIC COMMENT** – Any public member 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. ACTION ITEMS**

**A. Resolution 2023-04**

Sets the rate for the Assessment District tax. The county requires this key piece to allow us to charge the 2% annual increase.

**Director Anderson** motioned to accept Resolution 2023-04 as presented.

**Director Webb** seconded the motion.

**Roll Call:**

President Davis -	Aye
Vice President Anderson -	Aye
Director Williams -	Aye
Director Brown -	Aye
Director Webb -	Aye

**The motion passes.**

**4. NEXT MEETING DATE AND ADJOURNMENT – Next Regular Meeting Thursday, August 10, 2023**

**Director Williams** motioned to adjourn at 10:50 A.M. **Director Anderson** seconded the motion. **The motion passes.**

**Adjourned at 11:05 A.M.**

President Davis –	Aye
Vice President Anderson –	Aye
Director Williams –	Aye
Director Brown –	Aye
Director Webb -	Aye

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 get in touch with 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 May 16, 2023.

/s/ Glenn Brown  
Chief Glenn W. Brown

July 12, 2023  
Date

**5 B**







**E-MAILED**

**JUL 20 2023**

**Outside District Claim Form**

**District:** Georgetown Fire Protection District  
**Date:** 07.20.23  
**Prepared By:** Brandi Scowcroft  
**Contact Phone:** 530-333-4111

**AUDITOR USE ONLY**

**DEPT.:** \_\_\_\_\_  
**FILE NAME:** \_\_\_\_\_

**PLEASE INDICATE CHECK DISTRIBUTION METHOD IN THE SPACE BELOW:**

**US MAIL:** \_\_\_\_\_  
 Return to District:  X

Call/Email for pickups:  
**Document Total:** **\$7,218.49**

**FY 2023/2024**

**AUDITED BY:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

**Authorizing signatures:** *Deanna*

ALWAYS 1	VENDOR	SUFFIX	Invoice Number (Limit 20)	AMOUNT	FILE NAME	DATE	ALWAYS 2	ORG	OBJECT	DESCRIPTION (LIMIT 50 CHARACTERS)	AMOUNT	VENDOR NAME	SEPARATE CHECK
1	2810	0	7190	303.87	GFPD072023	07.07.23	2	8557000	4022	Reimburse for Uniform	303.87	Adam Harnage	
1	2810	0	9612	110.03	GFPD072023	07.01.23	2	8557000	4022	Reimburse for Uniform	110.03	Adam Harnage	
1	241	0	608729623	36.00	GFPD072023	06.29.23	2	8557000	4700	Propane	36.00	Amerigas	
1	61	2	07052023	224.70	GFPD072023	07.05.23	2	8557000	4040	Communications	224.70	AT&T	
1	933	0	15638	450.00	GFPD072023	05.24.23	2	8557000	4180	Repair Bay Door	450.00	California Overhead Doors	
1	353	0	3768954	86.64	GFPD072023	05.06.23	2	8557000	4141	Copier Maintenance	86.64	Caltronics	
1	746	0	80287832	209.14	GFPD072023	07.07.23	2	8557000	4420	Copier Lease	209.14	De Lage Landen	
1	1567	0	INVLEX18150	5431.88	GFPD072023	07.12.23	2	8557000	4300	2023-2024 Annual Fees	5431.88	Lexipol	
1	8530	0	1868A75F-0005	249.00	GFPD072023	07.01.23	2	8557000	4267	Website	249.00	Streamline	
1	121	0	3678111	117.23	GFPD072023	07.20.23	2	8557000	121	Zoll	117.23	Zoll (Tax Total Only)	
1					GFPD072023		2				7218.49		



### Outside District Claim Form

**District:** Georgetown Fire Protection District

**Date:** 07.25.23

**Prepared By:** Brandi Scowcroft

**Contact Phone:** 530-333-4111

**AUDITOR USE ONLY**

**DEPT:** \_\_\_\_\_

**FILE NAME:** \_\_\_\_\_

## E-MAILED

JUL 26 2023

FY 2022/2023

**AUDITED BY:**

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

**Date:**

**Authorizing signatures:**



ALWAYS	VENDOR	SUFFIX	Invoice Number (Limit 20)	AMOUNT	FILE NAME	DATE	ALWAYS	ORG	OBJECT	DESCRIPTION (LIMIT 50 CHARACTERS)	AMOUNT	VENDOR NAME	SEPARATE CHECK
1	12254	0	RFPD009	4489.44	GFPD072523	06.30.23	2	8557001	3001	Extra Help - Captain Joel Warman	4489.44	Rescue Fire Protection District	
1		0					2						
1		0					2						
1		0					2						
1		0					2						
1		0					2						
1		0					2						
1		0					2						
1		0					2						
1		0					2						
1		0					2						
1		0					2						
1		0					2						
1		0					2						
1		0					2						
1		0					2						

**\$4,489.44**

PLEASE INDICATE CHECK DISTRIBUTION

METHOD IN THE SPACE BELOW:

US MAIL:  Return to District:

Call/Email for pickup: \_\_\_\_\_

Document Total: \_\_\_\_\_

**Outside District Claim Form**

<b>District:</b> Georgetown Fire Protection District	<b>AUDITOR USE ONLY</b>	<b>E-MAILED</b>
<b>Date:</b> 07.27.23		
<b>Prepared By:</b> Brandi Scowcroft		
<b>Contact Phone:</b> 530-333-4111		
<b>FY 2023/2024</b>		

PLEASE INDICATE CHECK DISTRIBUTION METHOD IN THE SPACE BELOW: X

US MAIL: \_\_\_\_\_ Return to District: \_\_\_\_\_

Call/Email for pickup: \_\_\_\_\_

Document Total: **\$208,826.07**

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

ALWAYS 1	VENDOR	SUFFIX	Invoice Number (Limit 20)	AMOUNT	FILE NAME	DATE	ALWAYS 2	ORG	OBJECT	DESCRIPTION (LIMIT 50 CHARACTERS)	AMOUNT	VENDOR NAME	SEPARATE CHECK
1	3400	0	5066335285	21.06	GFPD072723	07.05.23	2	8557000	4086	Janitorial	21.06	Aramark	
1	3400	0	5066341094	22.16	GFPD072723	07.12.23	2	8557000	4086	Janitorial	22.16	Aramark	
1	3400	0	5066346532	23.47	GFPD072723	07.19.23	2	8557000	4086	Janitorial	23.47	Aramark	
1	3400	0	5066352250	23.47	GFPD072723	07.26.23	2	8557000	4086	Janitorial	23.47	Aramark	
1	9492	0	07202023	19.24	GFPD072723	07.20.23	2	8557000	4080	Cleaning Supplies	19.24	Brown, Glenn	
1	61	3	000020246959	225.17	GFPD072723	07.15.23	2	8557000	4040	Communications	225.17	Galnet	
1	3267	0	FRMS-2023-0053	60972.00	GFPD072723	07.14.23	2	8557000	3060	District 2023 - 2024 Workers' Comp	60972.00	Fire Risk Management Services	
1	102	0	07152023	37.49	GFPD072723	07.15.23	2	8557000	4180	Maintenance	37.49	Georgetown Hardware	
1	12254	0	RFPD0010	3367.08	GFPD072723	07.24.23	2	8557000	3001	Extra Help - Joel Warman	3367.08	Rescue Fire Protection District	
1	8984	0	07262023	290.00	GFPD072723	07.26.23	2	8557000	3042	Aug. Long Term Disability Ins. Premium	290.00	Standard	
1	434	0	9939762588	392.93	GFPD072723	07.15.23	2	8557000	4040	Communications	392.93	Verizon	
1							2						
1							2						
1							2						
1							2						
1							2						
1							2						
1							2						
1							2						
1							2						
1	3267	0	FRMS-2023-0054	143432.00	GFPD072723	07.14.23	2	8557001	3060	JPA 2023-2024 Workers' Comp	143432.00	Fire Risk Management Services	
1							2				208826.07		

**Authorizing signatures:** 



# Chief's Report

August 10, 2023

## A. Budget

No report - County has not released 2022-2023 nor July 2023 financial documents.

## B. Personnel

We have several applicants for open Paramedic positions on the Medic Unit. Our plan is to bring them on part-time and evaluate them.

## C. Volunteers

Fill the Boot campaign for the Burn Center went extremely well.

## D. Apparatus Report

OES E4101 is still at Riverview but has some tire issues. OES has been notified and we are awaiting a reply.

E61 is Out of Service with overheating issues, repair delayed due to illness.

WT63 is out of service with a front seal leak.

## E. Facilities Report

Still working through the water leak at 61. We are working on rerouting the lines as discussed in the last board meeting.

## F. JPA Report

Cameron Park has given 120-day notice to drop Medic 89. CALFIRE will continue till we have another plan in place. JPA Board met Wednesday to move forward with an internal RFP process.

**G. Fire Authority**

Draft agreement is in your board packet. We are hoping for the initial meeting to be September 5<sup>th</sup>.

**H. Training**

I'll be speaking at Monday Night's training session. Establishing new goals and expectations moving forward. We are developing a new task book system for new volunteers.

**I. Grand Jury**

Nothing new to report.

**J. LAFCO**

Nothing new to report.

**K. Policies and Procedures**

Nothing new to report.

**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.

<b>Tourism Grant</b> Additional winter equipment for side x side	\$17,232	Match \$0
---	----------	-----------

<b>VFA Grant</b> – upcoming limit of \$20,000	Match 50%
---	-----------

AWARDED \$19,10.92 – this is a 50/50 matching grant, and we are working on quotes – this was for new mobile radios

Received approximately \$25,000 worth of 1 ¾" and 2 ½" hose as a completion of the SCBA grant from 2021.

**M. Community Activities**

Jeepers Jamboree and Jeep Jamboree participation and presentation of our Jeep. Nick Cimmarusti took our Jeep for display and response purposes.

Took Congressman Kylie on a tour of the Mosquito Fire on Monday. It went well and he got a very realistic view of the devastation.

**N. Fire Prevention**

Nothing new to report.

**O. Personal**

Next time off in late Oct.

**P. Special**

Negotiating committee needs to set a date for their next meeting.

**R. Major Incidents**

Altercation at station involving a local homeless man and EDSO just after midnight on July 12<sup>th</sup>. EDSO responded and an arrest was made.

An Order of Protection has been issued for the Fire Station and we have had no further negative issues with the person.

**7 A**

FS Agreement No.       -FI-      

Cooperator Agreement No. \_\_\_\_\_

**LOCAL  
COOPERATIVE FIRE PROTECTION AGREEMENT  
Between The  
GEORGETOWN FIRE PROTECTION DISTRICT  
And The  
USDA, FOREST SERVICE  
ELDORADO NATIONAL FOREST**

This LOCAL COOPERATIVE FIRE PROTECTION AGREEMENT is hereby entered into by and between the Georgetown Fire Protection District, hereinafter referred to as “the Cooperator,” and the United States Department of Agriculture (USDA), Forest Service, Eldorado National Forest hereinafter referred to as the “U.S. Forest Service,” under the Reciprocal Fire Protection Act of May 27, 1955 (42 USC 1856a), as amended.

Background: Local Fire Protection Districts within the Eldorado National Forest (Refer to Exhibit A) have no wildland fire responsibilities. These Fire Protection Districts are responsible for structure fires and respond to vehicle fires and medical aids. The Eldorado National Forest has a checkboard of private lands with structures scattered throughout. The Eldorado National Forest is part of an Interagency Emergency Command Center that dispatches closest forces concept which requires local government assistance.

**I. PURPOSE:**

The purpose of this agreement is to provide for reciprocal fire protection, including mutual aid, reimbursable assistance, coordination for the prevention, detection, management, and suppression of wildland fires on property within the protection areas or jurisdiction of the parties that are signatory to this agreement.

**STATEMENT OF MUTUAL BENEFIT AND INTERESTS:**

The U.S. Forest Service has the responsibility for fire protection, which includes prevention, detection, management, and suppression of wildland fires on **ELDORADO NATIONAL FOREST** administered lands and has an interest in protection and suppression of wildland fires on adjacent or intermingled State and private forested land.

The U.S. Forest Service does not respond to structure fires, vehicle fires or traffic accidents. However, the U.S. Forest Service may, as available, respond to such incidents for wildland fire suppression activity when adjacent lands or property covered under this agreement are threatened by fire from such incidents.

The Cooperator is a fire organization that has the responsibility of maintaining fire protection facilities in the vicinity of **ELDORADO NATIONAL FOREST** administered lands, for mutual aid in furnishing fire protection for such property and for other property for which such organization normally provides fire protection.

Therefore, it is mutually advantageous, in their mutual interest, and in the public interest, for the parties to coordinate their efforts in the prevention, detection, management, and suppression of wildland fires in and



adjacent to their areas of responsibility to limit duplication and improve efficiency and effectiveness in consideration of the mutual commitments and conditions herein made, the parties agree as follows:

**II. TERMINOLOGY, EXHIBITS, AND SUPPLEMENTS:**

- A. Words and phrases used herein may have different meanings or interpretations for different readers. To establish a common understanding, some words and phrases as used herein are defined in the text of this agreement. Where there are inconsistencies, the hierarchy of terminology will be those defined by statute, regulation, policy, this agreement, as well as the [National Wildfire Coordinating Group \(NWCG\) Glossary of Wildland Fire Terminology](#), and then all other agency and interagency documentation.
- B. The following exhibits are incorporated into this agreement:
- Exhibit A – Map of Protection Areas and Boundaries
  - Exhibit B – Protection (Operating) Plan
- C. Exhibit A must be completed and attached to this agreement prior to execution. The exhibit must illustrate the protection areas of the signatory parties, along with the scope of initial attack and associated mutual aid zones.
- D. Exhibit B must be completed and attached to this agreement prior to execution. The exhibit must include a narrative description and/or a list of resources that document protection planning for operational efficiencies. Refer to VI-A-Protection (Operating) Plan for additional consideration.
- E. The parties may attach other exhibits or operational information for reference so long as the additional exhibits and information do not conflict with the authority and provisions of this agreement.

**III. RECIPROCAL FIRE PROTECTION;**

- A. The responsibilities of the parties to this agreement shall be distinguished as follows:
- **Jurisdictional Party** – Entity having land and resource management responsibility for a specific geographical or functional area as provided by federal, state, or local law. Under no circumstances may a Jurisdictional Party abdicate legal responsibilities as provided by federal state, or local law.
  - **Protecting Party** – Entity responsible for providing direct incident management within a specific geographical area pursuant to its jurisdictional responsibility or as specified and provided by contract or authorized agreement.
  - **Supporting Party** – Entity providing suppression resources to assist a Protecting Party or a Jurisdictional Party.

**B. RECIPROCAL (MUTUAL AID) FIRE PROTECTION.**

**FOR NON-VOLUNTEER FIRE:**

**B. RECIPROCAL (MUTUAL AID) FIRE PROTECTION.** The parties shall establish a map depicting reciprocal initial attack zones and mutual aid fire protection for lands of intermingled or adjoining protection responsibility. The map must be attached to this agreement. Within such zones, a Supporting Party will, upon request or voluntarily, take initial attack action in support of the Protecting Party. The Protecting Party will not be required to reimburse the Supporting Party for costs incurred following the initial attack dispatch of any resource to the fire for the duration

of the mutual aid period. The length of the mutual aid period is usually 24 hours, but no less than 12 hours.

The length of the mutual aid period for this agreement is 12 hours. If the duration of the response **exceeds 12 hours** the cooperator will be reimbursed beginning at the time of initial dispatch.

- C. REIMBURSABLE FIRE ASSISTANCE. The Protecting Party may request suppression resources from the Supporting Party beyond initial attack or mutual aid period within the protection area or jurisdiction of the parties that are signatory to this agreement. Such suppression resources when dispatched to, and assigned a resource order number for, the incident shall be reimbursed by the Protecting Party.
- D. WAIVER OF CLAIMS. Pursuant to 42 U.S.C. 1856a et seq., each party to this agreement hereby waives any claim against any other party for loss or damage of its property and/or personal injury or death of its employees or agents occurring as a consequence of the performance of this agreement; provided, this provision shall not relieve any party from responsibility for claims from third parties for losses for which the party is otherwise legally liable. This provision pertains to the parties that are signatory to this agreement and **does not** pertain to claims advanced by third parties.

Formatted: Font: Bold

Claims requesting compensation for property loss or damage, personal injury, or death resulting from the negligence or other wrongful acts of employees performing under this agreement will be received by the Jurisdictional Party and forwarded to the hiring, or home agency of the allegedly negligent employee for processing. Nothing in this paragraph requires or implies any one is liable for any specific claim. Any liability for any claim will be based on this agreement and applicable law.

Employee claims for loss of or damage to personal property must be submitted to the Jurisdictional Party and then forwarded to the hiring, or home agency of the employee for processing in accordance with the hiring organization or agency's administrative procedures.

- E. LOANED (OR SHARED) EQUIPMENT AND SUPPLIES. The parties recognize that wildland fire suppression will often involve the use of equipment, supplies and cache items. Equipment, supplies and cache items checked out (such as pumps, hoses, nozzles, etc.) or loaned by one party and received by another party, shall become the responsibility of the receiving party. Equipment, supplies, and cache items shall be returned in the same condition as when received, reasonable wear and tear excepted. Notwithstanding the general Waiver of Claims provision, the parties agree that the receiving party shall reimburse the loaning party for cost of any items expended, lost, or destroyed.

Equipment owned and operated by a party shall be the responsibility of that party. However, notwithstanding the general Waiver of Claims provision, the parties agree that when providing support for another party, the party providing support may be reimbursed for damage or repair costs to their owned and operated equipment if the damage is directly attributed to the incident and in excess of reasonable wear and tear. These costs must be authorized using a unique request and resource order number (for example a S#). When applicable, insurance claims shall be pursued prior to requesting reimbursement.

#### IV. COOPERATION, STANDARDS, AND QUALIFICATIONS:

- A. NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS). The parties to this agreement will operate under the concepts in the Department of Homeland Security's (DHS) National Incident Management System (NIMS). In implementing these concepts, the parties to this agreement will be expected to follow the National Wildfire Coordinating Group's (NWCG) minimum standards as defined in the Wildland Fire Qualifications Systems Guide (PMS-310) and must arrive on incident with valid qualification documentation. For initial attack action taken within the period specified as mutual aid, all agencies (federal, state, local, and Tribal) accept each other's standards. Once jurisdiction is clearly established, then the standards of the agency(s) with jurisdiction prevail. California Incident Command Certification System (CICCS) will also be recognized for all California local government wildland qualifications.
- B. STANDARDS. The parties to this agreement desire to achieve common standards within the parties' best interest, recognizing differing agency missions and mandates. Each party to this agreement recognizes that other parties' standards are reasonable, prudent, and acceptable. Each party shall ensure that its own standards are followed. This provision does not affect a Jurisdictional Party's land management standards.
- C. TRAINING. The parties to this agreement will cooperate to assure that training needs are met through provided courses or sessions that will produce safe and effective fire management. The intent is to champion high-quality training, to minimize training costs by sharing resources, and to standardize training. Each party will advise the other of applicable cross training opportunities for personnel.
- D. COMMUNICATION SYSTEMS AND FACILITY ACCESS. The parties to this agreement may mutually agree to allow one another the use of communications systems such as radio frequencies, computer system access, data transmission lines, and communication sites when there is a mutual benefit to the parties to this agreement. Such arrangement shall be approved only by authorized personnel and in accordance with agency laws, regulations and policies governing security of systems and facilities.
- E. INTERAGENCY MOBILIZATION AND INCIDENT BUSINESS. The parties to this agreement will adhere to guidance provided in the local Dispatch Operating Guide for ordering and mobilization of resources; and the Standards for Interagency Incident Business Management published by the National Wildfire Coordinating Group (NWCG).
- F. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperators, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- G. PERSONNEL POLICY. Employees or volunteers of the parties to this agreement shall be subject to the personnel rules, laws and regulations of their respective agency or organization. Each party is responsible to ensure their employees and volunteers meet and maintain appropriate training and

physical fitness qualifications and are equipped with personal protective equipment (PPE) to enable response to wildland fire activities.

**V. PREPAREDNESS, PREVENTION, AND PRESCRIBED FIRE:**

- A. PROTECTION (OPERATING) PLAN. The parties to this agreement shall determine and document operational efficiencies for mutual aid and reimbursable fire assistance. This may include identifying firefighting resources, placement of crews, engines, water tenders, air tankers, helicopters, fixed and aerial detection, regulated use, closures, radio frequencies, dispatch procedures, and other joint fire control efforts.
- B. FIRE SUPPLEMENTAL PROJECT AGREEMENTS. The parties to this agreement may plan and jointly conduct cooperative projects within the scope and purpose of this agreement. These projects may involve such activities as prescribed fire/fuels management, preparedness, fire analysis/planning, post-fire rehabilitation, training, prevention, public affairs, and other beneficial efforts in support of fire management. Nothing in this agreement obligates the parties to offer, accept, or fund any project proposals under this agreement. Any cooperative projects entered into under this agreement must be by mutual consent of the parties and documented through execution of a Fire Supplemental Project Agreement.
- C. FIRE PREVENTION. The parties agree to cooperate in the development and implementation of wildland fire prevention programs. The parties agree to share responsibilities and materials for fire prevention activities. Materials may include posters for display in public buildings, businesses and the like. The parties will share responsibility for wildland fire protection and rural fire safety presentations and demonstrations.
- D. FIRE RESTRICTIONS AND CLOSURES. The parties will coordinate wildland fire restrictions and closures.
- E. PRESCRIBED FIRE AND HAZARDOUS FUELS MANAGEMENT. The parties to this agreement agree to communicate for planned ignitions, prescribed fire and hazardous fuels management projects.
- F. SMOKE MANAGEMENT. Within their authorities, the parties to this agreement agree to cooperate in smoke management efforts for wildland fires and prescribed fires.

**VI. OPERATIONS:**

- A. CLOSEST FORCES CONCEPT. The guiding principle for dispatch of initial attack suppression resources is to use the closest available and appropriate resource regardless of which party owns or controls the resources, and regardless of which party has protection responsibility or jurisdiction.
- B. FIRE NOTIFICATIONS. When responding to a wildland fire, the Supporting Party will, as soon as possible, notify the Protecting Party detailing what equipment and personnel have been dispatched to the incident location. If either party takes action on a wildland fire independently, the Supporting Party will furnish the Protecting Party a preliminary report (oral) within 24 hours of the action taken and a written incident report within ten (10) days.

- C. BOUNDARY LINE FIRES. A boundary-line fire will be the initial attack responsibility of the Protecting Parties on either side of the boundary. Neither party will assume the other is aware of the fire or is taking action. Each party will make every reasonable effort to communicate with the other concerning the fire. When both parties have arrived at the site of the fire, the parties will mutually agree to the designation of an incident command organization.
- D. INDEPENDENT ACTION. Unless otherwise stated as a special land management consideration, nothing herein shall prohibit either party, on its own initiative, from going upon lands known to be protected by the other party to this agreement to engage in suppression of wildland fires, when such fires are a threat to lands under that party's management or protection responsibility. In such instances, the party taking action will promptly notify the Protecting Party. Such actions will be commensurate with the land management considerations of the Jurisdictional Party, and subject to the laws and regulations of the Jurisdictional Party.
- E. ESCAPED PRESCRIBED FIRES. Wildland fires resulting from escaped prescribed fires that were ignited by, managed at the direction of, or under the supervision of one of the parties to this agreement shall be the responsibility of the Jurisdictional Party. If the parties to this agreement jointly conduct or manage a prescribed fire, the responsibility for suppression costs, should it escape, shall be agreed upon and documented. Unless otherwise agreed and documented in writing, all suppression costs and associated damages are the responsibility of the Jurisdictional Party. The All parties to this agreement shall not hold each other responsible under this provision for escaped prescribed fires originating on private land, or on State or Federal lands not protected by one of the parties to this agreement.
- F. PRESERVATION OF EVIDENCE. As initial action is taken on a fire, the initial attack forces will preserve information and evidence pertaining to the origin and cause of the fire.
- G. ACCIDENT INVESTIGATIONS. When an accident occurs involving the equipment or personnel of a Supporting Party, the Protecting Party shall immediately notify the Jurisdictional Party. As soon as practical, the Protecting Party shall initiate an investigation of the accident. The investigation shall be conducted by a team made up of representatives from affected parties, as appropriate.

## **VII. REIMBURSEMENT AND USE OF COOPERATIVE FIRE RESOURCES:**

- A. LEGAL AUTHORITY – COOPERATIVE FIRE. The parties shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the work described, which includes funds sufficient to reimburse for costs, when applicable.
- B. APPROPRIATED FUND LIMITATION. Nothing in this agreement shall require the parties to this agreement to obligate, to expend funds, or to enter into any contract or other obligation for the future payment of money in excess of or in advance of appropriated funds available for payment to meet the commitments of this agreement and modifications thereto, except as specifically authorized by law.
- C. COST-SHARE AGREEMENT. On multi-jurisdictional incidents and incidents which threaten or burn across protection boundaries, the parties will jointly develop and execute a written cost share agreement which describes a fair distribution of financial responsibilities. Cost shares should be reconciled, settled, and billed within 180 days from the end date of the cost share period. Only one

invoice should be created by billing party for the net difference in the cost share. Once the invoice is paid, the cost share agreement is considered closed and no more settlements, invoices, or payments between the parties should occur. Any delays beyond the 180 days must be documented in writing and presented to the other party(s).

D. ELIGIBLE FIRE COSTS. All costs incurred by the Supporting Party as reimbursable fire assistance must be adequately documented as an actual expense. The parties agree that to the extent applicable, the parties will follow the cost principles and other requirements set forth in Part 200 of Title 2 of the Code of Federal Regulations. All costs must be reasonable, allowable, and allocable. Costs must be consistently treated as either direct costs or indirect costs. Consistent treatment of costs is a basic cost accounting principle and is specifically required to assure that the same types of costs are not charged as both direct costs and indirect costs. Every effort should be made to classify costs incurred for the same purpose, in like circumstances, consistently as either direct or indirect costs.

(1) Direct costs are those items of expense specifically identified with the delivery or completion of a project or program. General examples include, but are not limited to, personnel costs (salary and fringe benefits), equipment costs, travel, materials, supplies, and contracts.

(2) Indirect costs are those items of expense incurred as part of general management and administrative support of an organization. Indirect costs are proposed as a percentage (or rate) of a direct cost allocation base such as Modified Total Direct Cost (MTDC) or direct labor. Indirect costs are also referred to as administrative costs, overhead, or burden. Examples of indirect costs may include office space, computer equipment, postage, utilities, salaries for administrative activities such as procurement, personnel, accounting, and so forth.

E. INDIRECT COST RATES - COOPERATIVE FIRE. When indirect cost rates are applied to Federal reimbursements, the parties agree to the following:

1. If the payment recipient (Cooperator) has never received or does not currently have a negotiated indirect cost rate, they are eligible for a de minimis indirect cost rate up to 10% of Modified Total Direct Costs (MTDC). MTDC is defined as all salaries and wages, fringe benefits, materials and supplies, services, travel, and contracts up to the first \$25,000 of each contract.
2. For rates greater than 10%, the payment recipient (Cooperator) shall provide either an applicable negotiated indirect cost rate agreement (NICRA) from a cognizant Federal agency, or an indirect cost rate summary in a format that clearly defines the indirect cost rate and allocation base.
3. The payment recipient (Cooperator) must maintain adequate documentation to support the methodology and computation of the indirect cost rate. Documentation must be made available to the Federal agency upon request.
4. Failure to provide adequate documentation supporting the indirect cost rate may result in disallowed costs and repayment to the Federal agency.

F. FIRE PERSONNEL COSTS/RATES.

1. Personnel rates for salary, including overtime, shift premiums (if applicable), and fringe benefits must be consistent with each party's employment policy and regulations. All personnel time must be documented.
2. Reimbursement of personnel costs by the Protecting Party for employees of the Supporting Party is limited to actual time worked (beyond the mutual aid period) unless the Supporting Party is obligated via written labor agreement to pay for 24-hour shifts with periods of rest.
3. Standby personnel time is not reimbursable unless resource ordered.
4. Backfill costs are defined as the additional costs of replacement personnel (one level) to provide coverage for employees that have been mobilized to an incident. Unless otherwise documented as an additional net cost to the Supporting Party, regular time for the backfill employee is not reimbursable, only overtime costs are reimbursable.
5. Volunteers, by definition, are not employees and do not have a specified employment rate for hours worked. If, however, the Cooperator maintains written policy that provides for their volunteers to be mobilized to an incident for reimbursable assistance within the authority, scope, and terms of this agreement, the Cooperator agrees:
  - a. To compensate the individuals for hours worked based on current standardized published rates for emergency firefighters in the State of CALIFORNIA, or at hourly rates equal to, or less than, the current Federal administratively determined (AD) pay plan.
  - b. Unless exempt from Fair Labor Standards Act, these individuals will receive overtime pay for hours worked over 40 in a workweek at a rate equal to time and one half of the (base) hourly rate.
  - c. Base hourly and overtime costs are reimbursable; shift premiums, fringe benefits, and backfill costs are not reimbursable.
  - d. The rates will only apply to incident response under the terms of this agreement and will not apply to project activities carried out supplemental to this agreement.
  - e. These individuals will be considered Cooperator personnel under the terms of this agreement.

G. TRAVEL COSTS. Federal Travel Regulations (FTR) and/or agency-specific travel regulations will be utilized for all travel policies and processes. Authorized travel costs, including transportation, lodging, meals, and per diem consistent with these policies and processes are reimbursable.

H. FIRE EQUIPMENT COSTS/RATES.

1. Costs incurred for agency- or Cooperator-owned equipment, including aircraft, when assigned to an incident or project may include operating expenses (such as fuel, oil, repairs, retardant) and/or a rate consistent with each party's written policy and regulations for use of the equipment.
2. Standby equipment time is not reimbursable unless resource ordered.
3. Personnel costs for operator(s) shall be applied separate from the equipment costs/rates.
4. In the absence of a pre-determined and documented rate for use of Cooperator-owned equipment, reimbursement will be limited to the current Federal Emergency Management Administration (FEMA) Schedule of Equipment Rates for like equipment, published online at: <https://www.fema.gov/schedule-equipment-rates>.
5. Any Cooperator equipment mobilized for reimbursable fire assistance shall be documented on an OF-297 (Emergency Equipment Shift Ticket).



- I. FEDERAL EXCESS PROPERTY PROGRAM. Federal Excess Property Program (FEPP) rates apply when federal property is loaned to the State Forester, who may place it with a local fire organization/department to improve local fire programs. If this loaned federal property is used on a federal incident or project, the Cooperator may only charge for operating costs that include maintenance, fuel, oil, etc. Costs may not include amortization, depreciation, replacement costs, modification, start-up costs, or related charges. FEPP equipment costs shall be listed separately on any invoice submitted for reimbursement.
- J. CONTRACT REQUIREMENTS – COOPERATIVE FIRE. The Federal Acquisition Regulations (48 CFR) apply to all contracts awarded by a federal agency, unless otherwise exempt. Any contract awarded by the Cooperator under this agreement, where federal funding may be provided, must be awarded following the Cooperator's established procurement procedures, to ensure free and open competition, and avoid any conflict of interest (or appearance of a conflict). The Cooperator must maintain cost and price analysis documentation for potential U.S. Forest Service review. The Cooperator is encouraged to utilize small businesses, minority-owned firms, women's business enterprises and veteran owned businesses.
- K. FIRE BILLING CONTENT, INFORMATION, AND FINANCIAL CONTACTS.

The following items will be included with each invoice:

- Billing party's legal name, address, telephone number, and billing party's financial contact information.
- Proper reference to this U.S. Forest Service agreement number.
- Invoice date.
- Invoice number, if applicable.
- Incident name and incident number.
- Dates of the incident covered by the billing.
- Appropriate Fire code or charge code (if known).
- Summary cost data for the amount being billed.
- Cost-share agreement (if applicable).

Summary cost data should include a list of personnel, travel, and equipment expenses; and a listing by contractor/vendor name and amount spent for services and supplies procured.

Generally, cost source documents, including but not limited to, resource orders, OF-288 Emergency Firefighter Time Reports, and OF-297 Emergency Equipment Shift Tickets, will not be required with the billing content unless summary cost data is disputed.



Financial Information and Contacts:	U.S. Forest Service	Cooperator
Submit bills to:	Eldorado National Forest Attn: Stephanie Meckler 100 Forni Road Placerville, CA 95667 Mobil: 530-906-4807 Preferred method: EMAIL <a href="mailto:stephanie.meckler@usda.gov">stephanie.meckler@usda.gov</a>	Department Name: Georgetown Fire Protection District Name: Glenn Brown Address: 6283 Main Street/PO Box 420 Georgetown, CA 95634 Telephone: 530-333-4111 Email: <a href="mailto:gbrown@geofire.org">gbrown@geofire.org</a>
Financial Contact: (Name, phone, and email address)	ASC Incident Finance Cooperative Agreements 877-272-7248 <a href="mailto:sm.fs.asc_coop@usda.gov">sm.fs.asc_coop@usda.gov</a>	Name: Julie Medsger Address: P.O. Box 420 Georgetown, CA 95634 Telephone: 530-333-4111 Email: <a href="mailto:admin@geofire.org">admin@geofire.org</a>
Local Financial or Incident Business Contact: (Name, phone, email address)	Stephanie Meckler 100 Forni Road Placerville, CA 95667 Mobil: 530-906-4807 Preferred method: EMAIL <a href="mailto:stephanie.meckler@usda.gov">stephanie.meckler@usda.gov</a>	Name: Glenn Brown Address: 6283 Main Street/PO Box 420 Georgetown, CA 95634 Telephone: 530-333-4111 Email: <a href="mailto:gbrown@geofire.org">gbrown@geofire.org</a>
Unique Entity ID	G2EGL5TJE6N3	FK8HLJKN2J83
Indirect Cost Rate	*	10%

\*U.S. Forest Service indirect cost rate applied in accordance with FSH 1909.13 Chapter 40.

- L. FIRE BILLING TIMEFRAMES. Except for cost-share agreement billings, the parties to this agreement will submit invoices within 60 days of the demobilization from the incident. Extensions beyond the 60 days for invoice submittal must be presented in writing to the reimbursing party. All bills will have a payment due date within 30 days after date of issuance.
- M. STANDARDS FOR FINANCIAL MANAGEMENT – COOPERATIVE FIRE.

### 1. Financial Reporting

The Cooperator shall provide complete, accurate, and current financial disclosures of the project or program in accordance with any financial reporting requirements, as set forth in the financial provisions.

### 2. Accounting Records

Cooperators must maintain records for each incident or project which adequately identify the source and use of funds. These records must contain information pertaining to expenses related to each incident, unobligated balances, assets, liabilities, outlays or expenditures, and income. Such documents must be made available to the Federal Agency, Office of Inspector General, and the Government Accounting Office upon request.

### 3. Internal Controls

Effective control and accountability must be maintained for all Federal funds, real and personal property, and other assets. The Cooperator must keep written internal controls to ensure that all Federal funds received are separately and properly allocated to each incident and used solely for authorized purposes.

#### 4. Source Documentation

Accounting records for each incident or project must be supported by source documentation such as cancelled checks, paid bills, payrolls, time and attendance records, equipment use and cost records, contract or subaward documents, etc. Such documents must be made available to the Federal agency upon request.

- N. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM). The Cooperator shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, *System for Award Management (SAM)* means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperator. Additional information about registration procedures may be found at the SAM Internet site (currently at <https://www.sam.gov>).
- O. OVERPAYMENT. Any funds paid to the Cooperator in excess of the amount entitled under the terms and conditions of this agreement constitute a debt to the Federal Government. The following must also be considered as a debt or debts owed by the Cooperator to the U.S. Forest Service:
- Any interest or other investment income earned on advances of agreement funds; or
  - Any royalties or other special classes of program income which, under the provisions of the agreement, are required to be returned;

If this debt is not paid according to the terms of the bill for collection issued for the overpayment, the U.S. Forest Service may reduce the debt by:

1. Making an administrative offset against other requests for reimbursement.
2. Withholding advance payments otherwise due to the Cooperator.
3. Taking other action permitted by statute (31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B).

Except as otherwise provided by law, the U.S. Forest Service may charge interest on an overdue debt.

#### VIII. GENERAL PROVISIONS:

- A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

<b>Cooperator Program Contact</b>	<b>Cooperator Administrative Contact</b>
Name: Georgetown Fire Protection District Attention: Glenn Brown Address: 6281 Main Street City, State, Zip: Georgetown, CA 95634 Telephone: 530-333-4111 Email: <a href="mailto:gbrown@geofire.org">gbrown@geofire.org</a>	Name: Georgetown Fire Protection District Attention: Julie Medsger Address: PO Box 420 Telephone: 530-333-4111 Email: <a href="mailto:admin@geofire.org">admin@geofire.org</a>

<b>U.S. Forest Service Fire Program Contact</b>	<b>U.S. Forest Service Program - Incident Business - Contact</b>
Name: Nickie Johnny Address: 100 Forni Road City, State, Zip: Placerville, CA 95667 Telephone: 530-409-9210 Email: <a href="mailto:nickie.johnny@usda.gov">nickie.johnny@usda.gov</a>	Name: Patrick Denatale Telephone: 559-297-0706 Mobile: 559-970-6814 Email: <a href="mailto:patrick.denatale@usda.gov">patrick.denatale@usda.gov</a>

<b>U.S. Forest Service Administrative Contact</b>
Name: Stephanie Meckler Address: 100 Forni Road City, State, Zip: Placerville, CA 95667 Telephone: 530-906-4807 Email: <a href="mailto:stephanie.meckler@usda.gov">stephanie.meckler@usda.gov</a>

- B. ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE ENTITIES. This agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 as continued by Consolidated and Further Continuing Appropriations Act, 2013, P.L. No. 113-6, Division F, Title I Section 1101(a)(3) regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement the Cooperator acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If the Cooperator fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds the Cooperator has expended in violation of sections 433 and 434.
- C. PROHIBITION AGAINST INTERNAL CONFIDENTIAL AGREEMENTS. All nonfederal government entities working on this agreement will adhere to the below provisions found in the

Consolidated Appropriations Act, 2016, Pub. L. 114-113, relating to reporting fraud, waste and abuse to authorities:

a. The recipient (Cooperator) may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

b. The recipient (Cooperator) must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.

c. The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.

d. If the Government determines that the recipient is not in compliance with this award provision, it:

(1) Will prohibit the recipient's use of funds under this award, in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and

(2) May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

- D. TRIBAL EMPLOYMENT RIGHTS ORDINANCE (TERO). The U.S. Forest Service recognizes and honors the applicability of the Tribal laws and ordinances developed under the authority of the Indian Self-Determination and Educational Assistance Act of 1975 (PL 93-638).
- E. USE OF U.S. FOREST SERVICE INSIGNIA. In order for the Cooperator to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications (Washington Office). A written request will be submitted by the U.S. Forest Service to the Office of Communications Assistant Director, Visual Information and Publishing Services, prior to use of the insignia. The U.S. Forest Service will notify the Cooperator when permission is granted.
- F. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA. The Cooperator shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.
- G. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. The Cooperator shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

***"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)"***

To file a complaint alleging discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington DC 20250-9410 or call toll free voice (866) 632-9992, TDD (800)877-8339, or voice relay (866) 377-8642. USDA is an equal opportunity provider and employer."

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

***"This institution is an equal opportunity provider."***

- H. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or the Cooperator are sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Contact, at the address specified in this agreement.

To the Cooperator Program Contact, at the address shown in this agreement.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- I. AVAILABILITY FOR CONSULTATION. Both parties agree to be available at mutually agreeable times, for continuing consultation to discuss the conditions covered by this agreement and agree to actions essential to fulfill its purposes.
- J. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or the Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.
- K. REMEDIES FOR COMPLIANCE RELATED ISSUES – COOPERATIVE FIRE. If either party materially fail(s) to comply with any term of the agreement, whether stated in a Federal statute or regulation, an assurance, or the agreement, either party may wholly or partly suspend or terminate the current agreement.
- L. ENDORSEMENT. Any of the Cooperator's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of the Cooperator's products or activities and does not by direct reference or implication convey the Cooperator's endorsement of the U.S. Forest Service's activities.
- M. MEMBERS OF CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- N. NONDISCRIMINATION. The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic

information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, and so forth) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

- O. ELIGIBLE WORKERS. The Cooperator shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). The Cooperator shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract awarded under this agreement.
- P. AGREEMENT CLOSEOUT – COOPERATIVE FIRE. Within 120 days after expiration date or notice of termination, the parties shall reconcile for final billing/payments and close the agreement.
- Q. PROGRAM MONITORING – COOPERATIVE FIRE. The parties to this agreement shall monitor the performance of the agreement activities to ensure that performance goals are being achieved. The parties to this agreement will meet annually to review matters of mutual concern. Program performance reports are not required for emergency response activities.
- R. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. The Cooperator shall retain all records pertinent to this agreement for a period of no less than 3 years from the expiration or termination date. As used in this provision, records include books, documents, accounting procedures and practice, and other data, regardless of the type or format. The Cooperator shall provide access and the right to examine all records related to this agreement to the U.S. Forest Service, Inspector General, or Comptroller General or their authorized representative. The rights of access in this section must not be limited to the required retention period but must last as long as the records are kept.

If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the 3-year period, the records must be kept until all issues are resolved, or until the end of the regular 3-year period, whichever is later.

Records for nonexpendable property acquired in whole or in part, with Federal funds must be retained for 3 years after its final disposition.

- S. FREEDOM OF INFORMATION ACT (FOIA). Public access to award or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 215.36.

Public access to culturally sensitive data and information of Federally recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2008 Farm Bill).

- T. TERMINATION – COOPERATIVE FIRE. Either party shall have the right to terminate their participation under this agreement in whole, or in part, at any time before the date of expiration by providing 90 days written notice to the other party. If the agreement is terminated, the parties shall agree to the terms of the termination, including costs attributable to each party and the disposition of

awarded or pending actions. If a party incurs costs due to the other party's failure to give the requisite notice of its intent to terminate the agreement, the Protecting party shall pay any actual costs incurred by the Supporting Party as a result of the delay in notification, provided such costs are directly attributable to the failure to give notice.

- U. ALTERNATE DISPUTE RESOLUTION. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.
- V. DEBARMENT AND SUSPENSION. The Cooperator shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the Federal Government according to the terms of 2 CFR Part 180. Additionally, should the Cooperator or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- W. MODIFICATIONS – COOPERATIVE FIRE. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 90 days prior to implementation of the requested change. No party is obligated to fund any changes not properly approved in advance.
- X. COMMENCEMENT/EXPIRATION DATE – COOPERATIVE FIRE. This agreement is executed as of the date of the last signature and is effective until December 31, 2024, at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.

If this agreement expires during an incident, the terms of this agreement will apply until the end of the incident. The parties must execute a written modification within 30 days following the incident to properly document the time extension. No other changes shall be retroactively applied for this time extension.

All Fire Supplemental Project Agreements must be completed within the timeframe of this agreement. However, if this agreement is replaced or superseded by a new agreement, current Fire Supplemental Project Agreements may remain in effect to the extent they do not conflict with the provisions of the new agreement, but only until such time that the Fire Supplemental Project Agreements can be completed or modified to be incorporated under the terms of the new agreement.

- Y. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.

---

Glenn Brown, Fire Chief Georgetown Fire Protection District

Date

---

Joseph Stout, Forest Supervisor  
U.S. Forest Service, ELDORADO NATIONAL FOREST

Date

The authority and format of this agreement have been reviewed and approved for signature.

---

U.S. Forest Service Grants Management Specialist

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

**Exhibit A – Map of Fire Protection Districts and Boundaries & Map of Mutual Aid Zone**

Map 1: Mutual Aid Zone is the area within the Eldorado National Forest DPA that is within 300 feet of structures within the Department's Direct Protection District. Approximate structure density and locations.



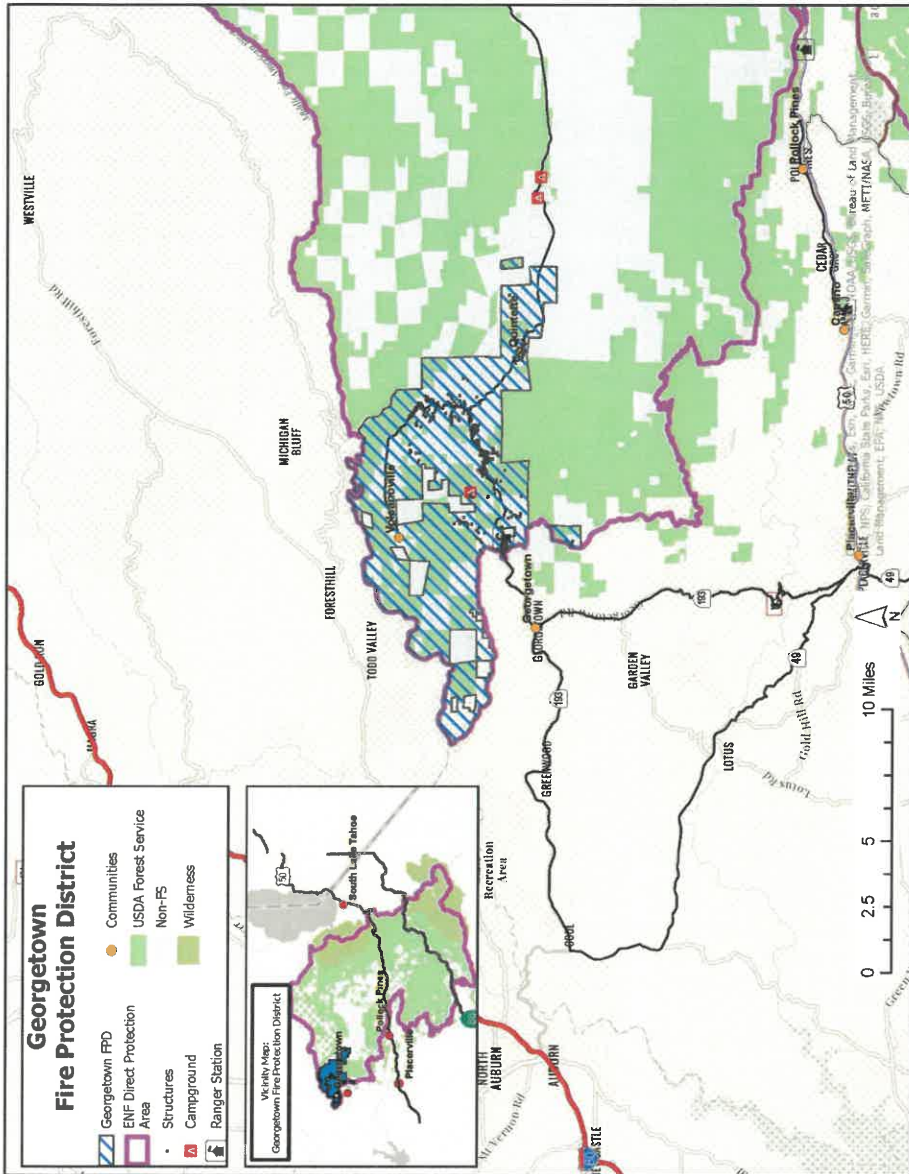




Exhibit B

**OPERATING PLAN  
FOR COOPERATIVE FIRE PROTECTION  
AGREEMENT  
Between  
GEORGETOWN FIRE PROTECTION DISTRICT  
&  
U.S. FOREST SERVICE ELDORADO NATIONAL FOREST**

**OPERATING PLAN**

The Parties will meet annually to review the Operating Plan (OP) prior to the initiation of fire season. Any required changes to the OP will be documented by a modification to agreement # XX-FI-1105XX00-XXX. The OP will include lists of principal personnel, dispatching procedures, and any other items identified in the Agreement as necessary for efficient implementation and use. The OP will become a part of the Cooperative Fire Protection Agreement (CFPA). The OP commences as of the date of the last signature on the CFPA and will remain in effect until superseded by a new OP or upon expiration of the CFPA. On incidents, the Supporting Party shall furnish the Protecting Party, upon demand, a signed copy of the CFPA and current OP.

**MUTUAL AID RESPONSE PROCEDURES**

Mutual aid is the initial attack response by both The Department and U.S. Forest Service suppression resources that are identified in each Party's Emergency Command Center's run cards or computerized automated dispatch system (CAD). The Protecting Party will not be required to reimburse the Supporting Party for initial attack actions taking place in these areas. Fires that are within 300 feet from structures within the Eldorado National Forest's Direct Protection Area (DPA) and Department's Fire Protection District are considered within the Mutual Aid Zone (MAZ) and mutual aid for the first 12 hours (as identified in the Agreement) following initial dispatch of suppression resources. All assistance beyond this "Mutual Aid" period will be reimbursable fire assistance. After the mutual aid period has been exceeded, reimbursable fire assistance will revert back to the original time of dispatch. In addition, fires outside the 300 feet from structures are reimbursable fire assistance and revert to the original time of dispatch only if they arrive on scene of the incident and Incident Commander requests their assistance.

The U. S. Forest Service agrees to send the following resources initial attack response (minimum):

<b>High Response Level</b>	<b>Moderate Response Level</b>	<b>Low Response Level</b>
4 engines	3 engines	1 engine or crew
1 water tender	1 water tender	
2 crews	2 crews	
1 air attack	2 air attack	
1 air tanker	1 air tanker	
1 helicopter	1 helicopter	1 helicopter for wilderness response area

Any resources beyond this will be negotiated as reimbursable fire assistance. When the U. S. Forest Service is at draw down, resources dispatched will be modified.

The Department agrees to send the following resources to the U.S. Forest Service as Automatic Aid to areas within the defined Mutual Aid Zone (MAZ).

<b>High Response Level</b>	<b>Moderate Response Level</b>	<b>Low Response Level</b>
1 engine	1 engine	1 engine

When the Department is at draw down, resources dispatched may be modified.

Aircraft (fixed and rotary-winged) including pilot(s) shall always reimbursable fire assistance, EXCEPT when the response is under a unified command and the fire threatens both local and federal jurisdictions. Fiscal responsibility for all aircraft will be determined by the ordering process, utilization, and cost share agreements.

#### **DESCRIPTION OF U.S. FOREST SERVICE DIRECT PROTECTION AREA (DPA)**

The U.S. Forest Service has the responsibility for prevention, protection, and suppression of wildland fires on National Forest administered lands, and on adjacent or intermingled State and private forested lands as identified through CFP. The Department agrees to send resources to the U.S. Forest Service as Automatic Aid to areas within the defined Mutual Aid Zone (MAZ) with no reimbursement for the First 12 hours.

#### **SEE EXHIBIT A**

#### **DESCRIPTION OF THE DEPARTMENT'S DIRECT PROTECTION AREA (DPA)**

The Department has the responsibility for prevention, protection and suppression of structure and other non-Wildland fires within the established fire district. These structures and lands protected by the Department are intermingled or adjacent to lands protected by the U.S. Forest Service.

## **CLOSEST FORCES**

The Department and the U.S. Forest Service agree to adopt the "Closest Forces" concept for initial attack. This philosophy dictates that the closest available appropriate resource regardless of ownership shall be utilized initially. The emphasis to get the closest appropriate resources to respond to initial attack fires is in the best interest of both Parties. This concept of "Closest Forces" will also be applied to ongoing incidents whenever there is a critical and immediate need for the protection of life and property. Beyond initial attack, the "Closest Forces" concept is modified, and the Protecting Party will request the most appropriate resource to aid in the suppression of a wildfire.

## **SINGLE POINT RESOURCE ORDERING**

All requests for emergency assistance and incident support must be clear and precise and shall be processed and recorded through a single dispatching center identified by the Incident Commanders of both Parties (Unified Command) and supported by order and request numbers. Any resources ordered outside of the Unified Ordering Point (UOP) will be considered voluntary contribution to the incident and will not seek reimbursement.

When ordering resources, it should be identified on the resource order, under "special considerations," when ordering for a specific agency mission need, even if/when going through another agency ordering point.

## **COMMUNICATIONS AND FREQUENCY MANAGEMENT**

The Parties agree to utilize the frequencies assigned by the Emergency Command Centers for the management of an incident. This includes the assigned Command and Tactical Frequencies. In the case where the Parties' administrative frequencies have not been assigned for those purposes, the use of those frequencies must be temporarily suspended. While away from the home geographic area and traveling to and from an incident, the Parties agree to suspend the use of their respective pre- assigned frequencies. These frequencies are licensed through the Federal Communications Commission for specific geographic areas and are not to be used outside those areas. Family recreational "walkie-talkie" type radios are prohibited from use while traveling to and from an incident or while on any federal incident.

## **SHARING FREQUENCIES**

The Department/U.S. Forest Service authorizes the use of the following frequencies. These frequencies will be used for fire/emergency only within or adjacent to the Department's/U.S. Forest Service's responsibility area. Refer to APPENDIX I.

**OPERATIONAL & DUTY OFFICER CONTACTS**

DEPARTMENT DUTY OFFICER CONTACT

Fire Chief: Glenn Brown,  
Cell: 530-333-4111  
Email: [gbrown@geofire.org](mailto:gbrown@geofire.org)

DRAFT



U.S. FOREST SERVICE DUTY & LINE OFFICER CONTACT

## Eldorado National Forest Fire Contacts & Duty Officers

Last updated: June 2023

Position	Name	Cell	Email
<b>Supervisors Office</b>			
<i>100 Forni Road, Placerville CA 95667</i>		530-622-5061	
Forest Supervisor	Joe Stout	530-621-5205	<a href="mailto:joseph.stout@usda.gov">joseph.stout@usda.gov</a>
Chief 1, FFMO	Nickie Johnny	530-409-9210	<a href="mailto:nickie.johnny@usda.gov">nickie.johnny@usda.gov</a>
Chief 2, AFFMO	Brad Stewart	916-225-1745	<a href="mailto:bradley.stewart@usda.gov">bradley.stewart@usda.gov</a>
Chief 3, Forest Fuels/Fire Planner	Jecobie Waters	530-414-3470	<a href="mailto:jecobie.waters@usda.gov">jecobie.waters@usda.gov</a>
Fire Planner (detailed until 7/9/23)	Matthew Malesic	724-263-0007	<a href="mailto:matthew.malesic@usda.gov">matthew.malesic@usda.gov</a>
Training Officer	Cara Scott	530-933-8072	<a href="mailto:cara.scott@usda.gov">cara.scott@usda.gov</a>
Fire Administration	Lindsay McCain	209-459-0597	<a href="mailto:lindsay.d.mccain@usda.gov">lindsay.d.mccain@usda.gov</a>
Fire Administration	Stephanie Meckler	530-906-4807	<a href="mailto:stephanie.meckler@usda.gov">stephanie.meckler@usda.gov</a>
<b>Camino ECC (Dispatch)</b>			
<i>2840 Mt. Danaher Road, Camino CA 95709</i>		530-644-0200	
Division 7, Center Manager	Scott Wylie	530-903-6456	<a href="mailto:earl.wylie@usda.gov">earl.wylie@usda.gov</a>
Battalion 71, Asst. Center Manager	Susan Cook	530-957-2265	<a href="mailto:susan.cook@usda.gov">susan.cook@usda.gov</a>
Battalion 72, Asst. Center Manager	Tyler Bosworth	916-580-5730	<a href="mailto:tyler.bosworth@usda.gov">tyler.bosworth@usda.gov</a>
<b>Amador Ranger District</b>			
<i>26820 Silver Drive, Pioneer CA 95666</i>		209-295-4251	
District Ranger 1	Linda Helm	906-241-1285	<a href="mailto:linda.helm@usda.gov">linda.helm@usda.gov</a>
Division 1, DFMO	James Thornock	209-459-0682	<a href="mailto:james.thornock@usda.gov">james.thornock@usda.gov</a>
Battalion 11, ADFMO	Ryan Waggoner	530-492-4401	<a href="mailto:ryan.waggoner@usda.gov">ryan.waggoner@usda.gov</a>
Battalion 12, ADFMO-Fuels	Jesse Plummer	209-295-5973	<a href="mailto:jesse.plummer@usda.gov">jesse.plummer@usda.gov</a>
<b>Placerville Ranger District</b>			
<i>4260 Eight Mile Road, Camino CA 95709</i>		530-644-2324	
District Ranger 6	Scot Rogers	530-647-5301	<a href="mailto:scot.rogers@usda.gov">scot.rogers@usda.gov</a>
Division 6, DFMO	Travis Thane	530-503-5119	<a href="mailto:travis.thane@usda.gov">travis.thane@usda.gov</a>
Battalion 61, ADFMO-Suppression	Lani Brown	916-835-3889	<a href="mailto:lani.brown@usda.gov">lani.brown@usda.gov</a>
Battalion 62, ADFMO-Fuels	Marc Ellsworth	530-647-5340	<a href="mailto:marc.ellsworth@usda.gov">marc.ellsworth@usda.gov</a>
<b>Georgetown Ranger District</b>			
<i>7600 Wentworth Springs Road, Georgetown CA 95634</i>		530-333-4351	
District Ranger 3	Joseph Garrotto	755-443-7296	<a href="mailto:joseph.garrotto@usda.gov">joseph.garrotto@usda.gov</a>
Division 3, DFMO	VACANT		
Battalion 31, ADFMO-Suppression	Mark Johnson	530-503-7488	<a href="mailto:mark.a.johnson@usda.gov">mark.a.johnson@usda.gov</a>
Battalion 32, ADFMO-Fuels	Anthony Sigona	530-492-4452	<a href="mailto:anthony.sigona@usda.gov">anthony.sigona@usda.gov</a>
<b>Pacific Ranger District</b>			
<i>7887 Hwy 50, Pollock Pines CA 95726</i>		530-644-2349	
District Ranger 5	Dionne Uzes	760-549-9066	<a href="mailto:dionne.uzes@usda.gov">dionne.uzes@usda.gov</a>
Division 5, DFMO	Dave Pereira	530-391-9661	<a href="mailto:david.pereira@usda.gov">david.pereira@usda.gov</a>
Battalion 51, ADFMO-Suppression	David Mcilhargie	530-363-6765	<a href="mailto:david.mcilhargie@usda.gov">david.mcilhargie@usda.gov</a>
Battalion 52, ADFMO-Fuels	VACANT		

## **CICCS/ICS QUALIFIED LIST**

The list of qualified personnel is maintained by the Department's Command /Dispatch Center. The resources may be available on a reimbursable fire assistance basis depending on Party's drawdown and commitments. California Incident Command Certification System (CICCS) is recognized for all California local government wildland qualifications.

## **THE USE OF TRAINEES**

Both Parties agree to the use of trainees when practical; however, the automatic dispatch of or use of trainees will not occur without prior approval of the hosting unit or Incident Commander.

All Department trainees will be the cost responsibility of the sending unit.

## **STRUCTURE DEFENSE**

When the local agency's resources are exhausted and need to be augmented for structure defense, as determined and negotiated by the unified incident commanders in consultation with Agency Representative and Agency Administrator, the Federal Agency having DPA responsibility may bear the cost of the augmentation.

## **REIMBURSEMENT Personnel & Equipment - Outlined in agreement under: VIII**

### **REIMBURSEMENT AND USE OF COOPERATIVE FIRE RESOURCES:**

For Reimbursement under the terms of this CFPA all resource orders must be dispatched and processed by the Eldorado National Forest, Communication Center, when not in Unified Command. Any request not dispatched or processed by this ECC will not be reimbursed under this local agreement.

### **U.S. Forest Service Personnel and Equipment:**

Reimbursable U.S. Forest Service costs will include actual costs associated with the direct fire operations and incident support ordered by or for the incident (except as otherwise described as reciprocal initial attack as identified herein, and independent action situations). The Department will be billed for support to incidents that are the jurisdictional responsibility of the Department.

The Administrative Rate for the U.S. Forest Service is published in the agency's Annual Program Direction.

## **REIMBURSEMENT RATES AND METHODOLOGY (Aviation)**

### **Federal Excess Property Program (FEPP) Equipment**

Under the FEPP program, FEPP rates apply when federal property is loaned to the State Forester, who may place it with local fire departments to improve local fire programs. If this



loaned federal property is used on a U.S. Forest Service incident, the Department will only charge the U.S. Forest Service operating costs that include maintenance, fuel, oil, etc. Charges may not include amortization, depreciation, replacement costs, modification start-up costs, or related charges.

### **Aircraft**

Aircraft utilization will always be reimbursable fire assistance upon request from the U.S. Forest Service. Reimbursable fire assistance will be negotiated for aircraft utilization for mutual threat incidents. Flight and stand-by rates for aircraft will be developed, agreed to in advance, and published annually herein, utilizing the rates and/or methodology utilized by the California Department of Forestry and Fire Protection (CAL FIRE). Reimbursable fire assistance rates and reimbursements for aircraft will be based on the following guidelines:

#### **1. Fixed Wing**

Reimbursements will be based on aircraft rate which includes pilot costs. The Air Tactical Group Supervisor ("ATGS") will be itemized separately. ATGS Stand-by rates will be determined based on personnel costs.

#### **2. Helicopter**

Reimbursement will be based on CAL FIRE Type 2 helicopter rate (same CAL FIRE UH-1H Super-Huey specification and cost basis) which includes pilot costs. Helitack crew with Helitender, Fuel Truck and chase vehicle (e.g. 1-Ton Pickup) will be itemized separately. Flight Crew and Crew Carrying Vehicle (CCV) will also be itemized separately.

### **ITEMS NOT REIMBURSABLE**

The following items are not reimbursable in the execution of this Agreement and are considered standard personal support supply/equipment.

- Laptop Computers
- Incident position support kits
- Calculators
- Printers
- GPS units
- Cell phones (except as provided below)
- Personal telephone charges
- Support items normally available in Supply Unit, e.g. tents, sleeping bags, pads, watercoolers, etc.

### **DURATION OF ASSIGNMENTS**

Consideration must be given to the health and safety of personnel when assigned to fires of long duration. It is agreed that duration of assignments is dictated by each Party's policy. Extension

of assignments beyond the Supporting Party's policy may be requested. It is the responsibility of the Protecting Party to request relief personnel in advance of the Supporting Party's policy time limit.

The Protecting Party is further responsible for the transportation costs of moving personnel to the fire and returning those relieved personnel back to their home stations. In all cases, the Department and U.S. Forest Service agree that their Incident Commanders will release suppression resources to their primary mission responsibilities as soon as priorities allow.

### **REST AND RECUPERATION**

The National Wildfire Coordinating Group (NWCG) establishes Rest and Recuperation (R & R) guidelines that govern R & R on all Federal incidents. These guidelines may change throughout the year depending on fire activity and physical condition of fire resources. Department personnel assigned to a U.S. Forest Service incident may be given R & R during the incident in which case the R & R is in pay status and charged against the incident. However, if the Department wishes to grant their personnel R & R upon their return to home, the R & R is not compensable under the terms of this agreement.

### **AIR BOTTLE SUPPORT**

The Department agrees to refill breathing apparatus bottles when requested by the U.S. Forest Service subject to compliance with all laws and policies pertaining to breathing apparatus.

### **NON-WILDFIRE INCIDENTS**

The Department has jurisdictional responsibility for all non-wildfire emergencies within its protection area even when these areas include U.S. Forest Service DPA. The only exceptions are for those emergency incidents under the jurisdiction of the California Highway Patrol, County Sheriff, California Department of Fish & Game, and the U.S. Coast Guard.

### **FIRE PREVENTION**

**JOINT PRESS RELEASES** Develop joint press releases on cooperative fire protection issues to ensure that the interests of both Parties are adequately addressed.

**SMOKEY BEAR PROGRAM** The Parties will cooperate in the delivery of Smokey Bear programs.

**LOCAL EDUCATION PROGRAMS** The Parties agree to cooperatively conduct local school and other fire prevention education programs.

**FIRE PREVENTION SIGNS** Coordination and placement of fire prevention signs should be coordinated by both Parties to prevent duplication of effort and sending mixed messages. This is especially important for fire danger rating signs.

**LOCAL EVENTS** The Parties agree to cooperative conduct fire prevention programs

at local community events.

### **NON-FIRE PROJECT USE OF RESOURCES**

Each of the Parties may jointly conduct appropriate mutual interest projects. These projects may include but not limited to hazardous fuels reduction (i.e.: prescribed fire burn and prep., thinning, etc.) and facility/compound maintenance. Any shared cost or reimbursement will be governed in accordance with a Supplemental Project Agreement signed by each Party prior to the start of the project.

### **WILDLAND FIRE DECISION SUPPORT SYSTEM (WFDSS)**

U.S. Forest Service policy requires the use of "Wildland Fire Decision Support System" (WFDSS) for all fires on or threatening U.S. Forest Service administered lands that have escaped initial attack. In Unified Command situations the U.S. Forest Service will include the Department's input into the development of control objectives, strategy, and priorities.

### **REPAIR OF SUPPRESSION ACTIVITY DAMAGE**

Repair of suppression related activity damage (e.g., spreading of dozer berms, installations of water bars, minor road repairs, minor fence repair, etc.) will normally be done by the Party with direct protection responsibility for the fire as an integral part of overhaul/mop-up. Any rehabilitation beyond this level may be the responsibility of the landowner.

### **MAPS TO SUPPORT ANNUAL OPERATING PLAN**

On an as needed basis, maps needed to support this OP will become attachments to the OP as Exhibit A through a modification to the CFPA. These may include the DPA boundary, fire protection facilities by Party and location, pre-planned "Mutual Aid" initial attack response areas, "Mutual Aid Move-up and Cover" facilities or special management consideration areas.

### **POSSESSION OF AGREEMENT AND OP ON INCIDENTS**

On incidents, the Supporting Party shall furnish the Protecting Party, upon demand, a signed copy of the Agreement and current OP. This operating plan will be reviewed annually by JUNE 1 and revised as needed. This Operating Plan is executed as of the date of the last signature and remains in effect through December 31, 2024, unless modified or superseded.

**APPROVAL:**

IN WITNESS WHEREOF, the Parties have executed this Operating Plan as of the last date written below:

---

Glenn Brown, FIRE CHIEF  
Georgetown Fire Protection District

Date

---

JOSEPH STOUT, FOREST SUPERVISOR  
U.S. Forest Service, ELDORADO NATIONAL FOREST

Date

The authority and format of this agreement have been reviewed and approved for signature.

---

U.S. Forest Service Grants Management Specialist

Date

APPENDIX I

The Department and U.S. Forest Service agree *for authorization of use* of the following frequencies.

<b>DISPATCH FREQUENCIES</b>	<b>XAM (Amador County Command Frequency)</b>	<b>XED (El Dorado County Command Frequency)</b>
CAL FIRE - AEU LOCAL	151.1900 RX / 159.2250 TX	
ENF - FOREST NET	171.5250 RX / 162.7500 TX	
<b>COMMAND FREQUENCIES</b>	<b>XAM</b>	<b>XED</b>
CAL FIRE - COMMAND	154.7625 RX / 159.1800 TX	155.9025 RX / 159.2775 TX
ENF - FOREST NET	171.5250 RX / 162.7500 TX	
<b>TACTICAL FREQUENCIES</b>	<b>XAM</b>	<b>XED</b>
INCIDENT ASSIGNED	CDF TAC 2 - 151.1600	CDF TAC 9 - 151.3850
CDF TAC 8 - 151.3700	CDF TAC 8 - 151.3700	
CDF TAC 9 - 151.3850	CDF TAC 2 - 151.1600	
VFIRE 22 - 154.2650	VFIRE 25 - 154.2875	
VFIRE 23 - 154.2950	VFIRE 26 - 154.3025	
VFIRE 26 - 154.3025	VFIRE 23 - 154.2950	
VFIRE 25 - 154.2875	VFIRE 22 - 154.2650	
<b>ASSIGNED SECONDARY TAC</b>	<b>VFIRE 24 - 154.2725</b>	
NON-INCIDENT (Training)	XAM TAC - 154.2500	XED TAC EAST - 154.4300
	XED TAC WEST - 154.9950	
CDF AIR TO GROUND	A/G 3 - 159.3675	
<b>USFS TACTICAL FREQUENCIES</b>	<b>RANGER DISTRICT</b>	<b>FREQUENCY</b>
ENF	Georgetown	R5 TAC 4 - 168.5500
	Pacific	NIFC TAC 2 - 168.2000
	Placerville	R5 TAC 5 - 167.1125
	Amador	R5 TAC 6 - 168.2375
USFS AIR TO GROUND	A/G 14 - 167.5000 (Primary)	A/G 59 - 169.1125 (Secondary)

**7 B**

**JOINT POWERS AGREEMENT  
OF THE  
EL DORADO REGIONAL FIRE AUTHORITY (EDRFA)**

THIS MASTER JOINT POWERS AGREEMENT (“JPA”) is made and entered into this 1st day of August 2023 by and among the Garden Valley Fire Protection District (“GVFPD”), the Georgetown Fire Protection District (“GFPD”), the Mosquito Fire Protection District (“MFPD”), and the Rescue Fire Protection District (“RFPD”), all of which are independent fire protection districts formed and organized under the Fire Protection District Law of 1987 (Health and Safety Code sections 13800–13970) or its statutory predecessors. Each party shall be referred to in this JPA as a “party” or collectively as “parties.”

**RECITALS**

**WHEREAS**, GVFPD, GFPD, MFPD, and RFPD are public agencies providing fire protection services within El Dorado County, the State of California; and

**WHEREAS**, the jurisdictions of GVFPD, GFPD, MFPD, and RFPD have close boundaries; and

**WHEREAS**, the Board of Directors of GVFPD, GFPD, MFPD, and RFPD desire to provide the highest level of services within budgetary constraints; and

**WHEREAS**, The agency will may utilize its own or another Member Agencies’ employees, to the extent authorized by the Member-Agency employer, to accomplish the EDRFA goals and objectives.

**AGREEMENT**

**NOW THEREFORE**, for and in consideration of the mutual advantages to be derived from the mutual covenants herein contained, it is agreed by and between the parties hereto as follows:

GVFD:	Initial	___	Date:	___
GFD:	Initial	___	Date:	___
MFD:	Initial	___	Date:	___
RFD:	Initial	___	Date:	___

**SECTION 1  
PURPOSES AND POWERS**

**1.1. Authority**

The parties intend to jointly exercise their common powers pursuant to the provisions of Joint Exercise of Powers Act (Government Code sections 6500-6599.3). The terms "Members" or "Member Agencies" shall mean the public entity(s) or agency(s) that are signatories to this JPA. The parties intend to create a entity pursuant to the Joint Exercise of Powers Act, which would require an amendment to or termination of this JPA. Where acting jointly pursuant to this JPA, the parties may refer to themselves jointly as the El Dorado Regional Fire Authority ("EDRFA"), although it is expressly declared that EDRFA is not a separate legal entity.

**1.2. Purpose**

The general purpose of this EDRFA agreement is to foster cooperation among the Member Agencies to provide the best possible Fire and Emergency Medical Services (the "Services").

The purpose of the Agency is to exercise the common powers of the Member Agencies addressed by this Agreement to provide Fire Services. Each Member Agency has common authority to provide services directly related to or in furtherance of fire prevention, fire suppression, emergency medical services, hazardous materials response, ambulance transport, disaster preparedness, rescue services, and related administrative costs independently or in cooperation with the United States, the State of California, or other entities. The Agency may exercise any of those powers independently or in cooperation with the United States, the State of California, or any other entity.

1.2.1 Creation of Public Agency as Separate Legal Entity

There is hereby created a public authority known as the "El Dorado Regional Fire Authority." It is the intent of the Member Agencies that the Agency shall be a legal entity separate from the Member Agencies pursuant to Government Code section 6507. Its liabilities shall be its own as provided in Article IX of this Agreement.

1.2.2 Effective Date

This Agreement shall be effective on the date it is signed by the last Member Agency to do so.

GVFD:	Initial	___	Date:	___
GFD:	Initial	___	Date:	___
MFD:	Initial	___	Date:	___
RFD:	Initial	___	Date:	___



## 1.3 Objectives

The initial objectives are the following:

### 1.3.1 Political Strength

Through a collective voice, gain and maintain political strength within El Dorado County committees, boards, and partnerships to ensure adequate representation of Member Agencies' community and department interests.

### 1.3.2 Additional Funding Opportunities

Seek additional funding opportunities through partnerships with El Dorado County and other third parties and ~~support~~ propose modifications to overall funding mechanisms.

### 1.3.3 Reduce Costs

Reduce costs by decreasing overall expenses through group purchasing and through coordination and development of shared services agreements among the parties or other agencies for benefits, administrative functions, contracts, and grants.

### 1.3.4 Operational Deployment Strategies

#### 1.3.4.1 Leadership

Meet with County and other agency leaders to share the EDRFA vision and discuss and/or adjust strategies based on geopolitical, financial and other strategies.

#### 1.3.4.2 Public Information

Create and deploy public information via websites, social media, traditional media, and town hall meetings.

#### 1.3.4.3 Administration

Identify administrative cost-saving opportunities and evaluate potential areas of shared benefits in reducing departmental costs and expenses.

#### 1.3.4.4 Prevention

Evaluate the benefits and costs of a jointly funded Fire Prevention Officer to serve the parties.

GVFD:	Initial	___	Date:	___
GFD:	Initial	___	Date:	___
MFD:	Initial	___	Date:	___
RFD:	Initial	___	Date:	___

#### 1.3.4.5 Training

Create standardized operational guidelines (SOG's) and implement multi-company/agency training drills.

#### 1.3.4.6 Operations

Assist and coordinate the parties' continued provision of operational support via the existing Joint Operations Agreement.

### 1.4 General Powers

The EDRFA shall exercise in the manner herein provided the common powers of the Member Agencies, and/or inherent to any one Member Agency, as provided by the laws of the State of California, e.g., Fire Protection District Law of 1987, and all incidental, implied, expressed, or necessary powers for the accomplishment of the purposes of this Agreement, subject to the restrictions outlined in this Agreement.

### 1.5 Specified Powers

The EDRFA is hereby authorized to accept funds, contributions and grants from third parties, such as the County of El Dorado and the State of California, to distribute such funds in accordance with the instructions of the third party funder, contributor, or grantor, to expend such funds and contributions of Member Agencies for the purpose specified in section 1.2, and to otherwise perform the tasks necessary to meet the purposes set forth in section 1.2.

### 1.6 Restriction on Exercise of Powers

The exercise of the common power is subject to the restrictions upon the manner of exercising the power of the Georgetown Fire Protection District or identify each member agency in accordance with 6509 of the Act. (can we list all four agencies – if not then list Georgetown Fire Protection District)

### 1.7 Administration of Agreement

The JPA will be administered by the EDRFA Board and one of the parties so designated by the EDRFA Board, with the party's approval, shall be deemed the "agency" as that term is used in Government Code section 6508. It is expressly acknowledged that the services of the Member Agency as the agency may be made in lieu of and in satisfaction of contribution requirements, as may be determined by the EDRFA Board.

GVFD:	Initial	___	Date:	___
GFD:	Initial	___	Date:	___
MFD:	Initial	___	Date:	___
RFD:	Initial	___	Date:	___

## 1.8 Obligations

### 1.8.1 Obligations of Agency

The debts, liabilities, and obligations of the Agency shall not be the debts, liabilities, and obligations of any Member Agency or any other public agency.

### 1.8.2 Non-Liability for Obligations, Activities, or Operation of the Agency

No Member Agency, Director, officer, agent, consultant, or employee of the Agency shall be individually or personally liable for the payment of the principal or premium or interest on any obligation of the Agency; but nothing herein contained shall relieve any such Member Agency, Director, officer, agent, or employee from the performance of any official duty provided by law or by the instruments authorizing the issuance of any obligation of the Agency.

### 1.8.3 Indemnification of Member Agencies

The Agency shall, to the fullest extent allowable under applicable law, indemnify and hold harmless each of the Member Agencies for and against any claim, action, liability, penalty, or other imposition whatsoever upon such Member Agency by reason of (a) the activities of the Agency or (b) such Member Agency's status as party to this Agreement.

## 1.9 Conflict of Interest

- a. POLITICAL REFORM ACT. Directors and alternates are "public officials" within the meaning of the Political Reform Act of 1974, as amended, and its regulations, for purposes of financial disclosure, conflict of interest, and other requirements of such Act and regulations, subject to a contrary opinion or written advice of the California Fair Political Practices Commission. The Agency shall adopt a conflicts of interest code in compliance with the Political Reform Act.
- b. LEVINE ACT. Directors and alternates are "officials" within the meaning of Government Code section 84308 et seq., commonly known as the "Levine Act," and subject to its restrictions on the acceptance, solicitation, or direction of contributions.

## 2.0 Identification of Assets

The assets of each Member Agency contributed to the JPA shall retain identification of the Member Agency but may add identification of the EDRFA at the discretion of each Member Agency's board of directors.

GVFD:	Initial	___	Date:	___
GFD:	Initial	___	Date:	___
MFD:	Initial	___	Date:	___
RFD:	Initial	___	Date:	___

**SECTION 2  
GOVERNANCE**

**2.1. Governing Board**

The EDRFA shall be administered by a Board of Directors (the “EDRFA Board”) consisting of 1 member of each of the Member Agencies’ board of directors (appointed by each Member Agency’s board). In addition, each Member Agency will nominate one Alternate Member to sit on the EDRFA Board for any meetings the actual member cannot attend. Agency Fire Chiefs and alternate board members are encouraged to attend all meetings.

**2.2. Meetings of the Board of Directors**

The EDRFA Board shall provide for regular meetings at dates/times/places fixed by resolution of the Board of Directors. The meetings will occur at a minimum of once every 3 months (Quarterly). The meetings shall be held and conducted in accordance with the provisions of the Brown Act. The Board shall ensure that each Member Agency is notified of Board meetings in accordance with the Brown Act’s requirements.

Action may be taken at an EDRFA Board meeting only if boardmembers or alternates representing a supermajority (minimum 66.67%) of the total board seats are present.

**2.3. Officers of the EDRFA**

The EDRFA Board shall choose a Chairperson and Vice-Chairperson at its first regular meeting and then annually at the last meeting of the calendar year for the upcoming calendar year or following any resignations from the current Chairperson or Vice Chairperson.

The EDRFA Board will appoint a Fire Chief of one of the Member Agencies as the Chief Administrative Officer (“CAO”) or Executive Director, subject to the approval of the Member Agency. The CAO will be the point of contact with the EDRFA Attorney to complete the formation documents and be responsible for completing any other tasks and obligations assigned by the EDRFA Board. It is expressly acknowledged that the services of a Members’ employee may be made in lieu of and in satisfaction of contribution requirements, as may be determined by the Members.

**2.4. Required Votes**

The affirmative votes of a Super Majority (minimum 66.67%) of members of the EDRFA Board of Directors shall be required to take any action.

GVFD:	Initial	___	Date:	___
GFD:	Initial	___	Date:	___
MFD:	Initial	___	Date:	___
RFD:	Initial	___	Date:	___

**2.5. Voting**

Each board member (or Alternate Member seated in a board member’s absence) shall have one vote.

**2.6. Minutes**

The Board may assign an employee of a Member Agency, subject to the approval of the employee’s Member Agency, to keep minutes of the EDRFA Board meetings, and all records will be maintained at the Member Agency designated by the Board as the agency pursuant to Section 0. It is expressly acknowledged that the services of a Member’s employee may be made in lieu of and in satisfaction of contribution requirements, as may be determined by the Members.

**2.7. Bylaws**

The EDRFA Board may adopt Bylaws for conducting its meetings and affairs as are necessary and proper for the purposes herein.

**2.8. Initial Budget**

As an initial contribution to the JPA’s purposes, each Member Agency will provide, directly to the Meyers Nave, an amount of up to \$2,500 to cover the initial costs of creating the JPA.

**2.9. Expenditures for the Approved Budget**

Any future costs must be approved by a vote of the EDRFA Board. The parties may agree, in accordance with Government Code section 6504, to make contributions of public funds from their treasuries or personnel, property, or equipment for the purposes set forth in this agreement. The Board shall ensure that all funds it administers are strictly accounted for and report on all receipts and disbursements. The Board shall identify one of the parties to serve as its fiscal agent for such purpose. It is expressly acknowledged that the party’s services as fiscal agent may be made in lieu of and in satisfaction of contribution requirements, as may be determined by the Members.

**2.10. Employees of EDRFA Member Agencies.**

All employees of the EDRFA Member agencies shall remain employees of their individual Member Agency, regardless of any services that they may provide at the direction of the Board.

**2.11. Withdrawal**

Any Member Agency may withdraw from the JPA. The withdrawing member agency must give the other Members 60 days’ notice of the withdrawal. Any contributions made

GVFD:	Initial	___	Date:	___
GFD:	Initial	___	Date:	___
MFD:	Initial	___	Date:	___
RFD:	Initial	___	Date:	___

prior to the withdrawal, including the initial contribution, may not be refunded on withdrawal unless approved by the EDRFA Board in its absolute discretion.

**2.12. Termination.**

Except to the extent that this Agreement expressly provides otherwise, the Parties may terminate this Agreement only by mutual written agreement. Upon termination, any surplus money on hand shall be returned in proportion to contributions (including the documented value of any in-kind contributions of personnel, property, or equipment) made.

**2.13. Disposition, Division, and Distribution of Property**

Since the EDRFA does not have the power to acquire real property, the JPA need not provide for the disposition, division, or distribution of any property acquired as the result of the joint exercise of powers pursuant to Government Code section 6511.

Upon termination of this Agreement, the Agency's remaining assets shall be returned to the Member Agencies then participating in the Agency in proportion to their contributions to the Agency's funding. The Board shall first offer any Fire Service assets and other illiquid assets of the Agency to the Member Agencies for good and adequate consideration. If no such sale is consummated, the Board shall offer such illiquid assets to any public or private entity for good and adequate consideration. The net proceeds from any sale or the illiquid assets if no sale occurs shall be distributed as provided in the first sentence of this Section.

**SECTION 3  
Additional Provisions.**

3.1. The members, whether acting jointly or individually, shall comply with all applicable laws, statutes, ordinances, and regulations of any governmental authority having jurisdiction over the joint powers being exercised.

3.2. The parties note that Government Code section 6513 provides as follows:

All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, workmen's compensation, and other benefits which apply to the activity of officers, agents or employees of any such public agency when performing their respective functions within the territorial limits of their respective public agencies, shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties extraterritorially under the provisions of this article.

GVFD:	Initial	___	Date:	___
GFD:	Initial	___	Date:	___
MFD:	Initial	___	Date:	___
RFD:	Initial	___	Date:	___

3.3. The JPA shall continue in full force and effect unless terminated pursuant to Section 2.12 of this Agreement.

3.4. The JPA may be amended in writing at any time by the mutual consent of the parties. No amendment shall have any force or effect unless executed in writing by the then-current parties.

3.5. The persons executing the JPA on behalf of the parties hereto warrant that they are duly authorized to execute the JPA on behalf of said parties and that, by so executing the JPA, the parties hereto are formally bound to the provisions of the JPA.

3.6. All notices hereunder and communications regarding this Agreement, shall be affected by delivery of said notices in person or by depositing said notices in the U.S. mail, registered or certified mail, and addressed to the Board Chairman and Fire Chief of ~~the party~~ each member agency.

3.7. The headings of all sections of the JPA are inserted solely for convenience of reference and are not part of and not intended to govern, limit or aid in the construction or interpretation of any terms or provisions thereof.

3.8. Each of the terms and conditions of the JPA shall inure to the benefit of and shall bind, as the case may be, not only the parties hereto, but each and every one of the heirs, executors, administrators, successors, assignees, and legal representatives of the parties.

3.9. If any term, provision, covenant, or condition of the JPA is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of the JPA shall not be affected thereby, and each term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by la

3.10. The JPA may be executed and delivered in any number of counterparts, each of which, when executed and delivered shall be deemed an original, and all which together shall constitute the same Agreement. Facsimile signatures will not be permitted.

3.11. Each party shall promptly notify the other parties in writing of any legal impediment, change of circumstance, pending litigation, or any other event, occurrence, or condition that may adversely affect such party's ability to carry out and perform any of the duties, services, and/or obligations under the JPA.

3.12. The terms of the JPA are intended to confer benefits only on the parties to the JPA and to their heirs, executors, administrators, successors, assignees, and legal

GVFD:	Initial	___	Date:	___
GFD:	Initial	___	Date:	___
MFD:	Initial	___	Date:	___
RFD:	Initial	___	Date:	___

representatives. No rights of action shall accrue to any other persons or entities under the JPA.

3.13. Each party shall not delegate or assign its rights or otherwise transfer its obligations, in whole or in part, under the JPA to any other person or entity without the prior written consent of all of the other parties.

3.14. The JPA shall be governed and construed in accordance with the laws of the State of California.

3.15. The JPA shall be made effective upon execution by all parties and approval of their respective governing bodies.

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

**GARDEN VALLEY FIRE PROTECTION DISTRICT    GEORGETOWN FIRE PROTECTION DISTRICT**

By: \_\_\_\_\_  
Name:  
Its:

By: \_\_\_\_\_  
Name:  
Its:

**MOSQUITO FIRE PROTECTION DISTRICT**

**RESCUE FIRE PROTECTION DISTRICT**

By: \_\_\_\_\_  
Name:  
Its:

By: \_\_\_\_\_  
Name:  
Its:

GVFD:	Initial	___	Date:	___
GFD:	Initial	___	Date:	___
MFD:	Initial	___	Date:	___
RFD:	Initial	___	Date:	___



**7 C**

**7 D**

# An event to remember

**O**n July 4 Garden Valley was buzzing with activity from the Garden Valley Fourth of July parade, to the shady park, where the Garden Valley Community Association and the Garden Valley Fire Protection District hosted the 53rd Garden Valley Parade and festivities.

Many attendees arrived at the time they usually arrive to find the streets already packed with parade viewers and the Golden Sierra High School parking lot was overflowing. After the parade it is customary to see the parking lot and Marshall Road clear, but not this year. It looked like everyone stayed to enjoy the day. The weather was mild and the community was happy to be together again.

The parade began with the Georgetown Veterans of Foreign Wars Post 9241 Color Guard leading the parade. There were



Georgetown firefighters Nick and Jennifer Cimmarusti with their family riding in Georgetown Fire's side-by-side (also called Trax).

many fire engines with lights flashing and sirens sounding from vehicles representing Garden Valley Fire, Georgetown Fire, the U.S. Forest Service and Cal Fire, along with an El Dorado County ambulance, El Dorado County sheriff's deputies and many Sheriff's Team of Active Retirees

volunteers who were on hand to make sure crowds stayed safely out of the way.

A very important entry in the parade needs recognition. Eric Harrelson is an auto shop teacher at Golden Sierra High School. Marine Sgt. Nicole Gee who was a friend of Harrelson's, was killed in an attack

in Afghanistan in 2021. To honor Gee and her family Harrelson got sponsors to pay for the necessary materials in order to customize a special Jeep. GSHS auto shop students did the work on the Jeep and it was presented to Gee's family.

Many of the people

■ See **PARADE**, page 6

## Parade *Continued from 1*

on the floats gave away candy and some were passing out ice cream. Cal Fire personnel passed out stickers to kids. Johanna Friesen, owner of Garden Valley Eden Center, led her students in their annual parade performance and they did a great job.

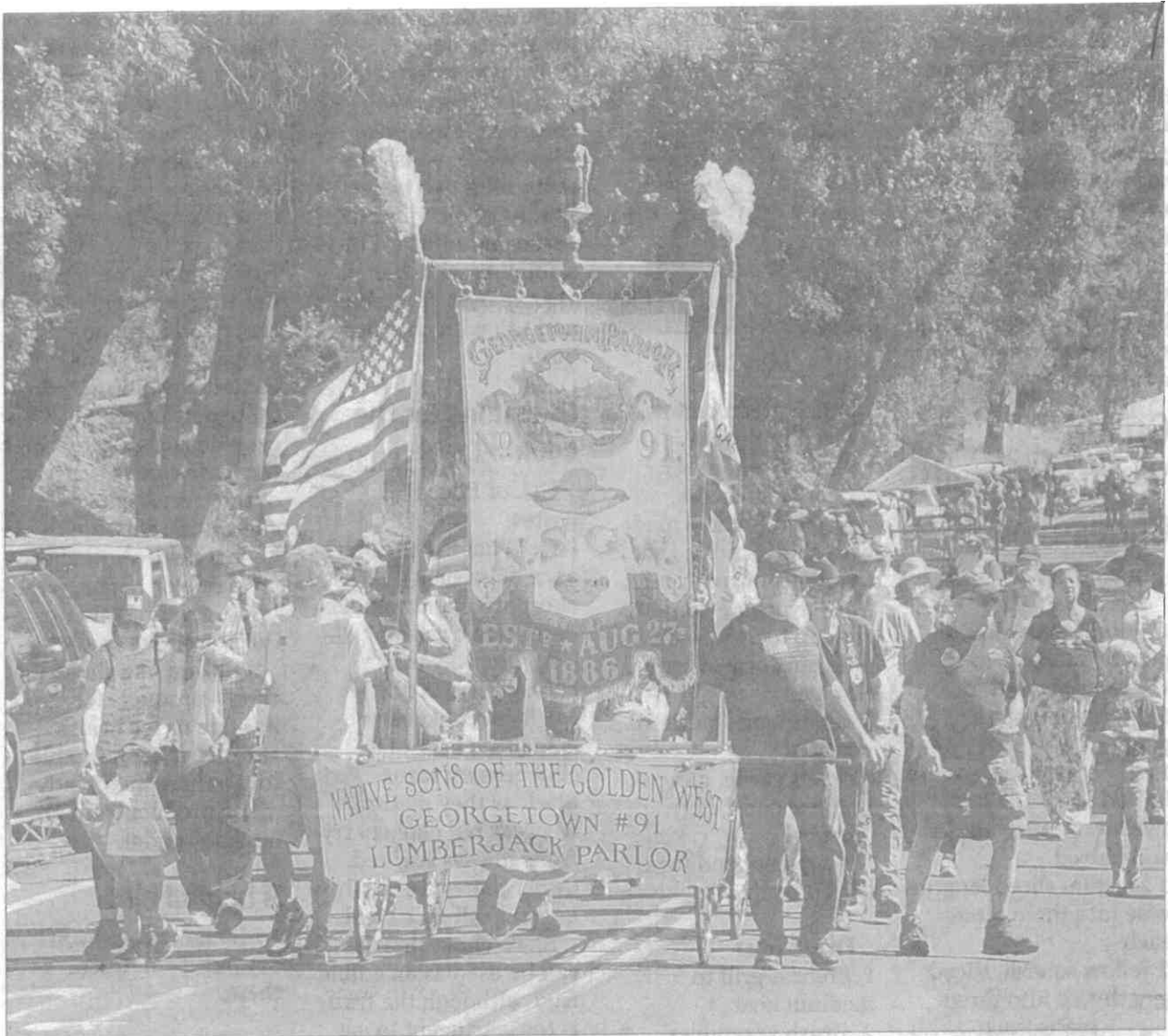
Members of Olde Coloma Theatre dressed in pirate costume to promote their current

production of "Pirates Too: The Captains Triangle" or "No Time For Low Tide."

Frank Clark drove his Jeep "Gunny" with passenger Bob Villalobos. It was fun to see Meg Anderson and her granddaughter, Lucy, who enjoyed being in a crazy chicken costume. There were kids and adults on horseback, a few classic cars, and a lot of cheering

children and adults alike.

After the parade, the American flag was raised and Lana Hunter sang the "Star Spangled Banner" to kick off an afternoon of live music, good food and many vendors. It was a wonderful community event, representing the best of rural community life, and what most of the Divide residents have come to love about living here.



Photos courtesy of Kat Mendenhall  
Members of the Native Sons of the Golden West Georgetown No. 91 Lumberjack Parlor parade down Marshall Road as part of Independence Day festivities in Garden Valley.

**Johanna Friesen, owner of Garden Valley Eden Center, leads students in their annual Garden Valley Fourth of July parade performance.**



Photo courtesy Kat Mendenhall



Photo courtesy Kat Mendenhall

**Chantal Villalobos and friends including Hoof Haven Farms goats joined the celebration.**



Photo courtesy of Patty Hunsinger

**Otter Creek Elementary students and educators march along the parade route.**



Photo courtesy Kat Mendenhall

**The cast of Olde Coloma Theatre's production "Pirates Too: The Captains Triangle" or "No Time For Low Tide" waves to paradegoers.**



# CHP: Some without

# seat belts in head-on

Mountain Democrat Wednesday, July 12, 2023

**Eric Jaramishian**  
Staff writer

Eleven people were injured and sent to different area hospitals, some by air ambulance, following a head-on vehicle collision on Wentworth Springs Road east of Sand Mountain Road in Quintette July 9.

First responders were called to the collision around 2:10 p.m., which involved a 2013 Toyota Sienna traveling eastbound carrying six passengers, driven by 46-year-old Sacramento resident Ivan Buzulan, and a westbound 2016 Ford Explorer carrying three passengers driven by 30-year-old Sacramento resident Timothy Frost.

An initial California Highway Patrol investigation found the passengers of the Toyota, including five teenagers between ages 13-15 and a juvenile, were not wearing seat belts and sustained various degrees of injuries, according to a report from CHP Officer Andrew Brown. Frost and three other passengers, including another adult and two children younger than 5 years old, sustained minor injuries.

Two helicopters from CALSTAR and one from CHP were used to transport two patients to Sutter Roseville Medical Center and two to UC Davis Medical Center, while Georgetown Fire Department and El Dorado County Fire Protection District ambulances took the other seven patients to Sutter Roseville Medical, UC Davis Medical and Marshall Hospital.

The cause of the collision is under investigation. DUI not suspected, according to Brown.

No arrests were made at the time of the crash. Georgetown Fire, CHP, Garden Valley Fire Protection District, El Dorado County Sheriff's Office, Cal Fire and El Dorado County Fire personnel responded to the incident.



Courtesy photo

# Suspect arrested after hours-long standoff



Photo courtesy of Matthew Cullum

The El Dorado County Sheriff's Office Rook tactical vehicle was among the resources called in during a standoff near Georgetown July 1.

## Mountain Democrat staff

A man attempting to evade authorities July 1 drove down a U.S. Forest Service Road near Georgetown and got stuck, leading to a standoff with El Dorado County sheriff's deputies.

California Department of Fish and Wildlife officers had initially attempted to stop the driver, Franklin Shaffer, 38, on a vehicle code violation, according to CDFW Northern Enforcement District Assistant Chief Erica Manes. CDFW records indicate Shaffer is a resident of Garden Valley.

To assist in the pursuit, CDFW officers called sheriff's personnel into the Darling Ridge Road area.

Sheriff's Sgt. Alexander Sorey told the Mountain Democrat there were two occupants in the vehicle in addition to Shaffer, one who fled on foot and another

who was compliant and exited the vehicle.

CDFW officials said Shaffer, who is on probation, was armed and refused to comply with officers. El Dorado County sheriff's SWAT responded and after many hours, Shaffer surrendered, Sorey reported.

Georgetown residents in the Lake Walton area saw a large law enforcement presence, including EDSO's Rook critical incident tactical vehicle trailered into Darling Ridge Road via Balderston Road as part of the response.

Charges recommended to the El Dorado County District Attorney's Office by CDFW include probation violation, evading law enforcement and being prohibited from owning firearms or ammunition.

CDFW officials added that Shaffer was released from custody July 6.

---

---

# Man reportedly had firearm on Northside campus in Cool

**Eric Jaramishian**

Staff writer

El Dorado County sheriff's officials report that deputies made an arrest at Northside Middle School in Cool June 28 after finding a suspect on the campus in possession of a firearm with scratched-off serial numbers.

Resident sheriff's deputy Gevork Madaryan responded to a call at the school regarding a suspicious subject, shown in county jail inmate records as 21-year-old Julian Eugene Edminister.

Edminister is charged with carrying a concealed weapon, altering or removing identification marks on a firearm and having a firearm at a public school. The Mountain Democrat did not receive a response from sheriff's officials as of press time as to what town Edminister is a resident of.

He was listed in jail custody as of press time with bail set at \$250,000.

While Northside School students are on summer break, the Boys and Girls Club of El Dorado County is operating a summer clubhouse on the campus June 6-Aug. 11, from 7:30 a.m. to 6 p.m.

---

---



**A handgun with a scratched-off serial number was confiscated from a suspect at Northside School June 18.**

Photo courtesy of EDSO



# DUI suspected in Ice House side-by-side rollover

**Isaac Streeter**  
Staff writer

The Georgetown Fire Department along with automatic and mutual aid resources from the U.S. Forest Service, California Highway Patrol and CALSTAR air ambulance responded to an off-road vehicle roll over on Ice House Road near Loon Lake July 1 at 4:29 p.m.

The driver of the Can-Am Maverick off-road, side-by-side vehicle was identified by CHP public

information officer Andrew Brown as 27-year-old Brandon E. Pierce of Yuba City and his passenger as 26-year-old Oscar Vargas-Cervantes of Sacramento.

Pierce was suspected of being intoxicated while driving the vehicle and was arrested for charges related to DUI causing injury. He was taken into custody by CHP officers at the scene. Vargas-Cervantes was transported via CALSTAR air ambulance to Renown Medical Center in Reno, Nev., due to possible serious head injuries.

Two Georgetown Fire Department volunteers arrived quickly at the scene and began providing advanced life support care. They reported the vehicle had rolled over approximately 50 feet off the roadway. Both Pierce and Vargas-Cervantes sustained injuries, but were not trapped when first responders arrived.

Brown also noted off-highway vehicles such as side-by-sides are not permitted on Ice House Road and DUI is "always prohibited everywhere."

# Community to come out for National Night Out

**Kat Mendenhall**  
Staff writer

It is time for National Night Out 2023. This is a free, family-oriented event and also an alcohol and drug free event. NNO will be held at Garden Valley Park in Garden Valley Aug. 1 from 5-8 p.m. The event is sponsored by American River Folk Society and they are a Georgetown Divide Recreation District Community Partner.

Denise Thayer is coordinating NNO

sign-ups and the deadline to register for a booth is July 21. Contact Denise by email [denisefrechou@yahoo.com](mailto:denisefrechou@yahoo.com) or call (530) 333-3921 and she will provide the booth application.

NNO began in 1984 and these events are held all over the United States as community-building campaigns, as well as building partnerships with the community and police departments. On the Divide many first responders, the fire departments, the El Dorado County Sheriff's Office and local nonprofits participate.

# Cameron Park CSD cancels medic contract

**Noel Stack**  
Managing Editor

Cameron Park's Medic 89 may be on the move.

Continuing efforts to ensure the Cameron Park Community Services District stays financially solvent, the CPCSD Board of Directors Wednesday night approved a resolution canceling the Advanced Life Support Ambulance Agreement between the El Dorado County Emergency Services Authority and the district.

The decision will save the CSD approximately \$180,000, according to a staff report.

Cal Fire, which contracts with the district to provide fire services, currently staffs the ambulance out of Station 89 on Country Club Drive. Due to staffing issues — the Cameron Park Fire Department is down five firefighters with another on their way out — Cameron Park Fire Chief Dustin Martin said he supports the decision, with a pledge to keep the ambulance running to the best of his ability until a new agency takes over.

"We are going to keep that ambulance staffed," Martin told the board. "Our folks have lived with seven medic units in the system and they do not want to do that again."

The El Dorado County Emergency Services Authority provides administrative, financial and operational assistance to member agencies for a coordinated, fully integrated fire-based pre-hospital emergency medical and dispatch services for the county's Western Slope, managing eight ambulances with partner agencies.

- El Dorado Hills Fire Department, one ambulance
- Cameron Park Fire Department, one ambulance

■ See **MEDIC 89**, page A6

## Medic 89 *Continued from A1*

- Georgetown Fire Protection District, one ambulance
- El Dorado County Fire Protection District, five ambulances with one each in Pollock Pines, Placerville, Pleasant Valley, Shingle Springs and Diamond Springs (this ambulance is operated in partnership with the Diamond Springs-El Dorado Fire Protection District)

JPA Executive Director Cristy Jorgensen, per the terms of the unanimously approved cancellation notice, has 120 days to work with partner agencies on a new agreement to staff the ambulance — a timeframe she supported.

Whichever agency takes over, Jorgensen assured Cameron Park residents will not see a change in the level of service when an ambulance is called.

"I cannot guarantee (the ambulance) will stay in Cameron Park but it is needed in the vicinity to meet our response times," she said.

All eight units travel throughout the West Slope, responding to emergencies and filling in for each other.

JPA funding comes from the county and the money is then dispersed equitably per medic unit to

partner agencies staffing/operating ambulances. Up until last fiscal year, the Cameron Park Fire Department was fully reimbursed for costs incurred. In the fiscal year 2023-24 the board previously supported a \$1,367,600 contract with the JPA but actual expenses are estimated at \$1,547,645.

Jorgensen stressed she has a limited budget and it's unlikely, given current financial circumstances, the county will increase the JPA's funding. She also noted every partner agency has different salary/benefits packages for its staff. This, combined with other factors, has resulted in shortfalls not only for Cameron Park, but also two other agencies operating medic units. However, she added, one agency has consistently come in under the contract amount and received full reimbursement — El Dorado County Fire.

Jorgensen's next step is to issue a request for proposal to JPA member agencies. The JPA Board of Directors will then decide which agency gets the contract. Chief Martin told the board he would be glad to discuss keeping the ambulance at Station 89 with the selected agency.

# Flames scorch 13 acres

Smoke fills the air as a Cal Fire firefighters head off to aid in efforts to contain Sunday's blaze in Somerset.

**Odin Rasco**  
Staff writer

Mountain Democrat  
photo by  
Odin Rasco



A vegetation fire that sparked in Somerset Sunday sent nearby residents out of their homes in a temporary evacuation before crews contained the 13.75-acre blaze.

Smoke went up just before 2 p.m. Sunday near Rontree Lane, less than a mile southeast of Gray's Corner along Fairplay Road. Fire

crews responded quickly, with monitoring showing the blaze growing steadily. By 2:20 p.m., localized evacuations were under way along Fairplay Road and Leap Frog Lane; while residents rushed from their homes, air support reported multiple spot

fires flaring up ahead of the main fire. Multiple copters and at least 10 fire engines were called in for support in an effort to keep the fire from spreading to structures or into a nearby valley, which would exacerbate fire

■ See **FIRE**, page A8



Mountain Democrat photo by Odin Rasco

**Flames lap the base of trees along Fairplay Road.**

## **Fire** *Continued from A1*

conditions.

An hour into the firefight, law enforcement reported forward progress of the fire had been halted at 3:23 p.m. Evacuation orders were lifted at 4:45 p.m., though roads near the fire remained closed until the next morning.

Fire crews worked through the night to continue the "heavy mop-up"

efforts, reaching 98% containment by Monday morning, according to Wendy Oaks, public information officer for the Cal Fire Amador-El Dorado Unit. No structures were burned and no injuries were reported resulting from the fire.

Crews and engines are expected to continue patrolling the area for a few days.

# Cameron Park explores options

**Noel Stack**  
Managing editor

The Cameron Park Community Services District Board of Directors voted last week to begin the processes that could lead to annexation of the district's fire department and/or placing a property tax assessment on the ballot to fund the fire department.

At the same time staff will work with consultant Don Ashton with Municipal Resource Group on an analysis of the tax assessment amount needed to cover the fire department's personnel, building and equipment needs. The board approved a not-to-exceed \$45,000 contract with MRG at its July 19 meeting to assist with both the assessment and annexation.

Once the district selects the agency with which it would like to pursue annexation, the process will take 12-18 months, Ashton told the board. The CPCSD currently has

a fire services contract with Cal Fire that runs through June 30, 2025.

"I should note that the board can pull the plug any time," Ashton said of the annexation process.

To further aid in the process, the board approved a \$70,000 contract with AP Triton to conduct a fire agency annexation feasibility study.

CPCSD interim General Manager Jill Ritzman said information and figures in this study are also useful for the tax assessment process.

Between now and next spring, the district will host community meetings as necessary.

A timeline adopted by the board notes the district should know by March 30, 2024, at the very latest, if annexation is feasible and should move forward. If not, the CSD can begin contract negotiations with Cal Fire to enter into a multi-year contract beyond the current agreement's expiration date. Also at that time the board will determine if a tax assessment ballot

Wednesday, July 26, 2023

Mountain Democrat

## CPCSD *Continued from A1*

measure should be placed on the November 2024 ballot and, if so, direct staff to prepare resolutions and ballot language for approval.

These actions are part of the district's efforts to ensure the CSD remains financially solvent while providing services residents have come to expect. The CSD has struggled with stagnant revenues and increasing expenses over the past few years and the budget deficit is projected to grow wider in the coming years. To save money this fiscal year, the board might have to brown out Fire Station 88 — a move strongly opposed by residents. That decision is expected to come back to the board in late January 2024.

Whatever route the CSD takes,

Director Dawn Woflson said community involvement and education is vital. "We want to make sure we have good messaging," she said.

Director/Board President Sidney Bazett said he hopes the county will also get involved. County leaders for years have encouraged fire districts to consolidate, he noted. He asked if it's possible county leaders could pitch in funds to cover some annexation expenses.

LAFCO Executive Officer Shiva Frentzen, who is also a Cameron Park resident, encouraged the directors to "ask a lot of questions" during the annexation exploration process. She returns to the board for LAFCO's presentation Aug. 16.



# HOT WHEELS



Photo courtesy of Garden Valley Fire Protection District

**Firefighters sprang into action Monday on Black Oak Mine Road in Garden Valley where a truck caught fire and flames spread to nearby brush. Officials with the Garden Valley Fire Protection District report that crews were called to the scene around 3:30 p.m. and while the vehicle was a total loss, ignited vegetation was quickly extinguished.**

---

---

## Emergency response volunteers needed

### District 4 Supervisor's Office

The Divide Volunteer Community Emergency Response Team is reorganizing to assist area agencies in providing needed services in disaster situations and everyday life.

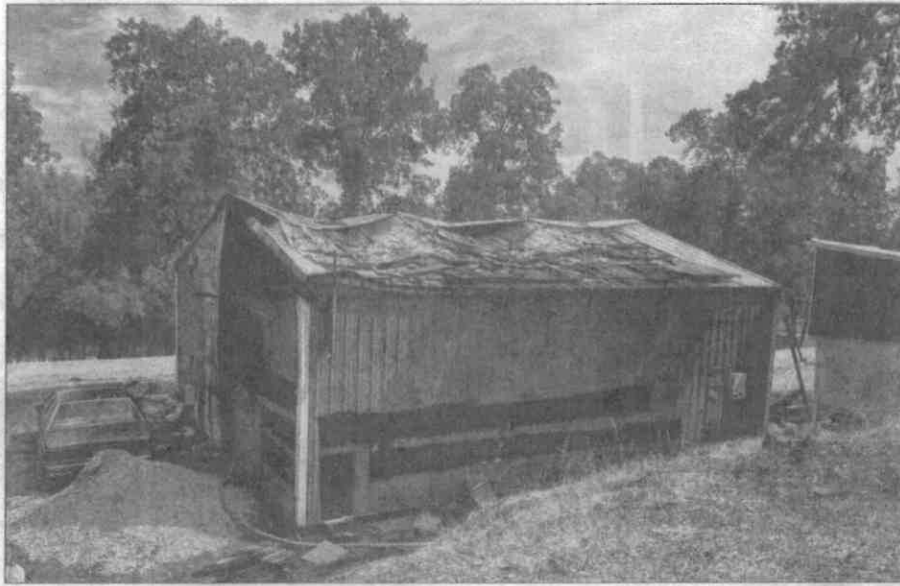
Anyone interested in volunteering is

welcome to attend. Some topics of discussion are disaster support, food distribution and fire department support.

The meeting is scheduled for Aug. 12 at 9 a.m. at the Georgetown Fire Department, 6281 Main St., Georgetown.



# Pilot Hill barn fire sends one to hospital



An outbuilding on Red Cloud Lane in Pilot Hill was damaged in a fire the morning of Aug. 1.

Photo courtesy of El Dorado County Fire Protection District

**Eric Jaramishian**  
Staff writer

A fire that burned a Pilot Hill barn the morning of Aug. 1 resulted in one man being sent by air ambulance to an area hospital for burn injuries.

The fire broke out at about 9 a.m. at property on the 4000 block of Red Cloud Lane and extended to vegetation nearby, as well as a disabled vehicle, according to El Dorado County Fire Protection District Capt. Jacob Poganski.

The man who suffered burn injuries was a resident of the property. He was transported by

ground ambulance to Northside Elementary School then airlifted to UC Davis Medical Center for treatment, Poganski said. The resident did not sustain life-threatening injuries, he added.

The barn took major damage and is a “total loss,” according to Poganski.

El Dorado County Fire personnel were assisted by crews from Cal Fire, Garden Valley Fire Protection District, El Dorado Hills Fire Department and an ambulance from the Georgetown Fire Protection District.

The cause of the fire is under investigation.