



**SPECIAL MEETING
BOARD PACKET**

Thursday, August 31, 2023

SPECIAL MEETING AGENDA - GEORGETOWN FIRE DISTRICT

Board of Directors Meeting

Station 61 – 6283 Main Street, Georgetown, CA

Thursday, August 31, 2023 at 9:00 A.M.

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

2. ADOPTION OF AGENDA

- 3. 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.

4. ACTION ITEMS

A. SWEARING IN CEREMONY

- i. Pinning Ceremony for Battalion Chief Keith Harston

B. EL DORADO REGIONAL FIRE AUTHORITY (EDRFA)

- i. EDRA Agreement
ii. Appoint a Board member to the EDRFA Board

RECOMMENDED ACTION: Staff recommends the Board (1) approve the newly organized EDRFA and (2) appoint a Board member to the EDRFA Board

C. US FOREST SERVICE – COOPERATIVE FIRE PROTECTION AGREEMENT

- i. Cooperative Fire Protection Agreement

RECOMMENDED ACTION: Staff advises the Board to approve the USFS Cooperative Agreement

D. RESOLUTION 2023-05

- i. Resolution to support an application for the Community Resilience Centers grant

RECOMMENDED ACTION: Staff recommends that the Board approves the Community Resilience Center grant

E. FIRE CHIEF PERFORMANCE EVALUATION

RECOMMENDED ACTION: Complete performance evaluation before the September 14th Board meeting

NEXT MEETING DATE AND ADJOURNMENT – The Next Regular Meeting is Thursday, September 14, 2023.

In compliance with The Americans with Disabilities Act, if you are a disabled person and 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, CA on August 25, 2023.

/s/ Glenn Brown
Chief Glenn W. Brown

August 25, 2023,
Date

4 A

4 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:	___
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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.

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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.

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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:	___
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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:	___
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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

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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:	___
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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

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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:	___

4 C



FS Agreement No. 23-FI-11050300-023

Cooperator Agreement No. _____

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

This LOCAL COOPERATIVE FIRE PROTECTION AGREEMENT is hereby entered into by and between the GEORGETOWN FIRE DEPARTMENT, 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: ELDORADO NATIONAL FOREST

I. PURPOSE:

The purpose of this agreement is to provide for reciprocal fire protection, including mutual aid, reimbursable assistance, and 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.

II. 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:

III. 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, those defined by regulation, those defined in policy, those defined in this agreement, those defined in 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
 - Exhibit C – Fire Supplemental Project Agreement
 - Exhibit D – Cost Share Agreement
- 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. Exhibits C and D are provided for standardized format and are intended to supplement this agreement. Completion and execution of Exhibit C or D does not require formal modification to this agreement. However, nothing in Exhibits C and D should conflict with the authority and provisions of this agreement.
- F. 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.

IV. 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.** 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.

- 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.

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.

V. 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.
- 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.

VI. 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.

VII. 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.

Special Land Management Consideration (if applicable). NA

- 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 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.

VIII. 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 PERSONAL PROPERTY PROGRAM. Federal Excess Personal Property Program (FEPP) equipment is federal property that 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.
- K. 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.
- L. 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 Firecode 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:	Albuquerque Service Center Incident Finance 5141 Masthead Albuquerque, NM 87109 FAX: 866-816-9532 Preferred method: EMAIL sm.fs.asc_coop@usda.gov	Department Name: Georgetown Fire Department, ATTN: Glenn Brown 6283 Main Street/PO Box 420 Georgetown, CA 95634 PH: 530-333-4111 gbrown@geofire.org
Financial Contact: (Name, phone, and email address)	ASC Incident Finance Cooperative Agreements 877-272-7248 sm.fs.asc_coop@usda.gov	Julie Medsger Address: P.O. Box 420 Georgetown, CA 95634 PH: 530-333-4111 admin@geofire.org
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 stephanie.meckler@usda.gov	Julie Medsger P.O. Box 420 Georgetown, CA 95634 PH: 530-333-4111 admin@geofire.org



Data Universal Number System (DUNS)	92-9332484	62-0955141
Indirect Cost Rate	15*	10

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

M. 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.

N. 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.

O. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM). The Cooperator shall maintain current organizational information and the original Unique Entity Identifier (UEI) provided for this agreement in the System for Award Management (SAM) until receipt of final payment. This requires annual



review and updates, when needed, of organizational information after the initial registration. More frequent review and updates may be required for changes in organizational information or agreement term(s). Any change to the original UEI provided in this agreement will result in termination of this agreement and de-obligation of any remaining funds. 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 Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.

P. **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.

IX. GENERAL PROVISIONS:

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

Cooperator Program Contact	Cooperator Administrative Contact
Georgetown Fire Department Glenn Brown 6281 Main Street Georgetown, CA 95634 PH: 530-333-4111 gbrown@geofire.org	Georgetown Fire Department Attention: Julie Medsger PO Box 420 Georgetown, CA 95634 PH: 530-333-4111 admin@geofire.org



U.S. Forest Service Fire Program Contact	U.S. Forest Service Program - Incident Business - Contact
Nickie Johnny 100 Forni Road Placerville, CA 95667 PH 530-409-9210 nickie.johnny@usda.gov	Patrick Denatale PH 559-297-0706 Mobile: 559-970-6814 patrick.denatale@usda.gov
U.S. Forest Service Administrative Contact	
Stephanie Meckler 100 Forni Road Placerville, CA 95667 PH: 530-906-4807 stephanie.meckler@usda.gov	

- 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 debaring 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 through 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 Department

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.

LOUISE EWEN Digitally signed by LOUISE EWEN
Date: 2023.08.24 13:07:10 -07'00'

LOUISE EWEN
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.

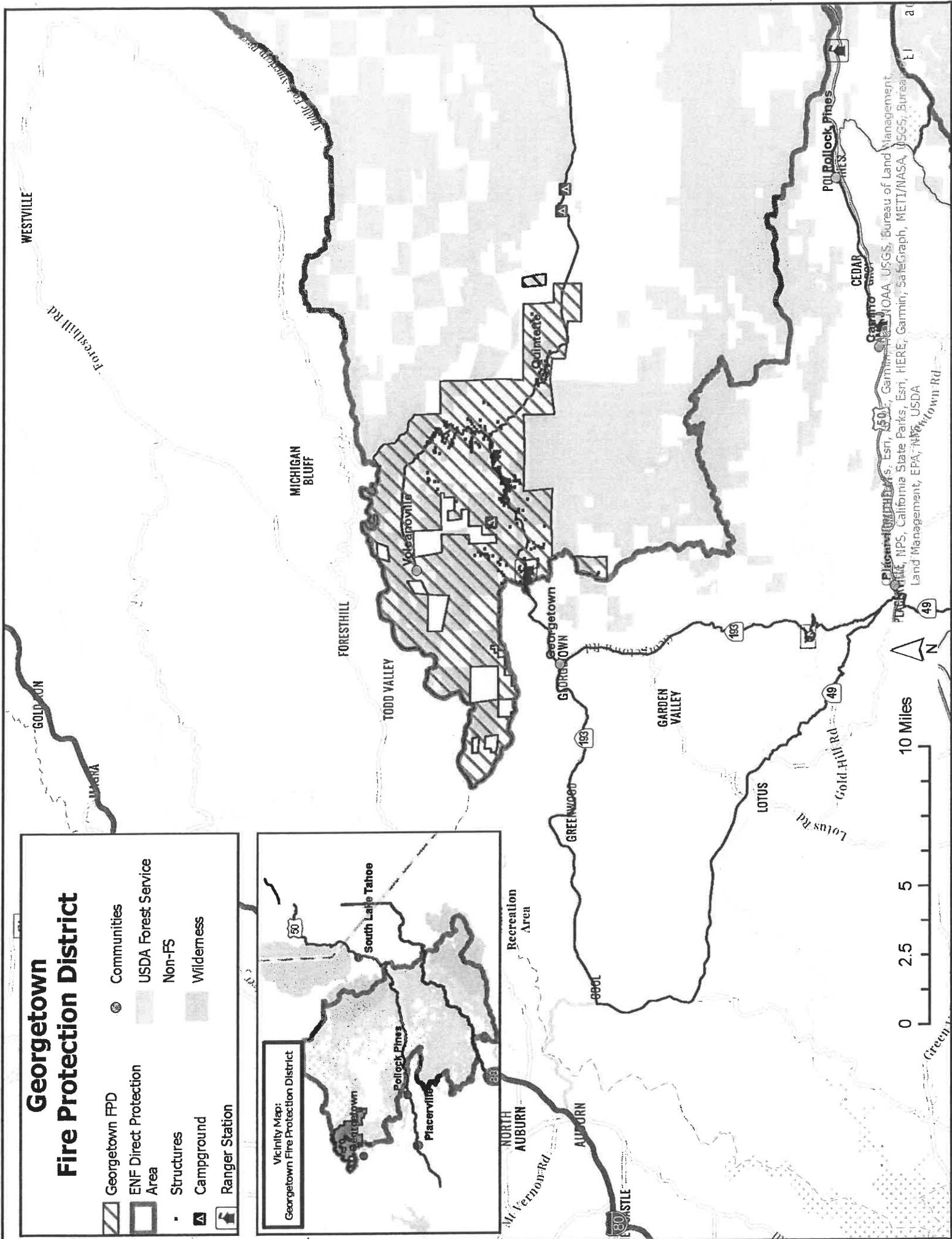
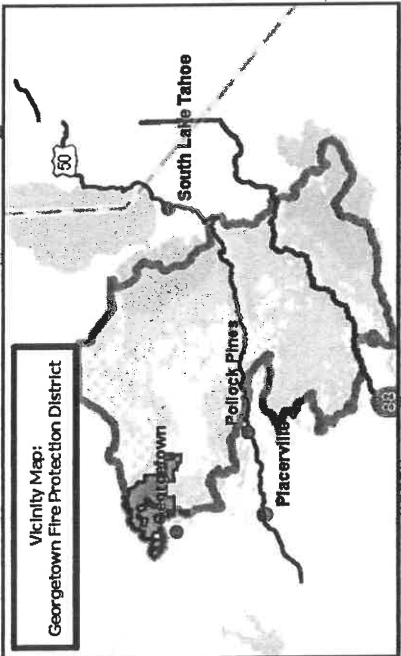


Exhibit A – Map of Protection Areas and Boundaries

Georgetown Fire Protection District

-  Georgetown FPD
-  Communities
-  ENF Direct Protection Area
-  USDA Forest Service Non-FS
-  Structures
-  Campground
-  Wilderness
-  Ranger Station

Vicinity Map:
Georgetown Fire Protection District



Placerville: USGS, Esri, Garmin, Bing, OpenStreetMap contributors, Swatch Images, Mapbox, Landsat, USDA
 Lotus: USGS, Esri, Garmin, Bing, OpenStreetMap contributors, Swatch Images, Mapbox, Landsat, USDA
 Garden Valley: USGS, Esri, Garmin, Bing, OpenStreetMap contributors, Swatch Images, Mapbox, Landsat, USDA
 Pollock Pines: USGS, Esri, Garmin, Bing, OpenStreetMap contributors, Swatch Images, Mapbox, Landsat, USDA



EXHIBIT B – Protection (Operating) Plan

Instructions: The format of this exhibit is not defined. However, the exhibit shall only include programmatic, operational information for preparedness and protection planning that meets the scope and purpose of the agreement. This exhibit shall not include any information that contradicts the terms and conditions of the agreement. If reimbursable rates are identified in this exhibit, they must be applied in accordance with the terms of the agreement.

EXHIBIT B

**OPERATING PLAN
FOR COOPERATIVE FIRE PROTECTION
AGREEMENT**

Between

GEORGETOWN FIRE DEPARTMENT

&

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 # 23-FI-11050300-023. 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):

High Response Level	Moderate Response Level	Low Response Level
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).

High Response Level	Moderate Response Level	Low Response Level
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 CFPA. 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 is 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~~ 530-957-9100
Email: gbrown@geofire.org

U.S. FOREST SERVICE DUTY & LINE OFFICER CONTACT

Eldorado National Forest Fire Contacts & Duty Officers

Last updated: June 2023

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

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.

LOUISE EWEN Digitally signed by LOUISE EWEN
Date: 2023.08.24 13:13:10 -07'00'

LOUISE EWEN
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.

DISPATCH FREQUENCIES	XAM (Amador County Command Frequency)	XED (El Dorado County Command Frequency)
CAL FIRE - AEU LOCAL	151.1900 RX / 159.2250 TX	
ENF - FOREST NET	171.5250 RX / 162.7500 TX	
COMMAND FREQUENCIES	XAM	XED
CAL FIRE - COMMAND	154.7625 RX / 159.1800 TX	155.9025 RX / 159.2775 TX
ENF - FOREST NET	171.5250 RX / 162.7500 TX	
TACTICAL FREQUENCIES	XAM	XED
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	
ASSIGNED SECONDARY TAC	VFIRE 24 - 154.2725	
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	
USFS TACTICAL FREQUENCIES	RANGER DISTRICT	FREQUENCY
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)



Exhibit C – Fire Supplemental Project Agreement

FS Supplemental Project Agreement No. (a) _____

Cooperator Project Agreement No. (b) _____

**FIRE
SUPPLEMENTAL PROJECT AGREEMENT
Between
(c)
And
(d)**

This Fire Supplemental Project Agreement (SPA) is hereby made and entered into by and between (e) _____, hereinafter referred to as “the Cooperator,” and (f) _____, hereinafter referred to as the U.S. Forest Service under the Reciprocal Fire Protection Act of May 27, 1955, (42 U.S.C. 1856a) and under the provisions of the Local Cooperative Fire Protection Agreement No. (g) _____, executed between the Parties.

Project Title: (h) _____

I. BACKGROUND:

As referenced above, the Parties entered into a Local Cooperative Fire Protection Agreement. The Agreement allows the parties to cooperatively conduct projects or share resources for fire protection and prevention, which includes such activities as prescribed fire/fuels management, preparedness, fire analysis/planning, rehabilitation, training, prevention, public affairs, and other beneficial efforts in support of fire management.

II. PURPOSE:

The purpose of this SPA is to document the Parties’ contributions and cooperation regarding (i) _____. This project is further described in the hereby incorporated Financial and Project Plans, attached as Exhibits (j) _____.

III. THE COOPERATOR SHALL:

- A. Perform in accordance with the terms of this SPA and with the Financial and Project Plans, Exhibits (j) _____.



- B. Bill the U.S. Forest Service for actual costs incurred, not to exceed (k)\$ _____, as agreed to in the attached Financial Plan.
- C. Upon presentation of a Bill for Collection, reimburse the U.S. Forest Service for actual costs incurred, not to exceed (l)\$ _____, as agreed to in the attached Financial Plan.

IV. THE U.S. FOREST SERVICE SHALL:

- A. Perform in accordance with the terms of this SPA and with the attached Financial and Project Plans, Exhibits (j) _____.
- B. PAYMENT/REIMBURSEMENT. The U.S. Forest Service shall reimburse the Cooperator for the U.S. Forest Service's share of actual expenses incurred, not to exceed (k)\$ _____, as shown in the attached Financial Plan. The U.S. Forest Service shall make payment upon receipt of the Cooperator's (m) _____ invoice. Each invoice from the Cooperator must display the total project costs for the billing period, including the Cooperator's share (when applicable). Cooperator in-kind contributions must be displayed as a separate line item and must not be included in the total project costs available for reimbursement. The final invoice must display the Cooperator's full match towards the project, as shown in the financial plan, and be submitted no later than 120 days from the SPA expiration date.

Each invoice must include, at a minimum:

- 1) Cooperator's complete legal name, address, and telephone number
- 2) U.S. Forest Service Supplemental Project Agreement number
- 3) Invoice date
- 4) Invoice number, if applicable
- 5) Performance dates of the work completed (start & end)
- 6) Total invoice amount for the billing period

The invoice must be forwarded to:

EMAIL: SM.FS.ASC_GA@USDA.GOV

FAX: 877-687-4894

POSTAL: USDA Forest Service
Budget & Finance - Grants and Agreements
4000 Masthead St, NE
Albuquerque, NM 87109

Send a copy to: (n)



- C. REIMBURSABLE BILLING. The U.S. Forest Service shall bill the Cooperator (m) for funds sufficient to cover the costs for the specific payment period, not to exceed (l)\$ as shown in the attached Financial Plan. All reimbursement billings must be completed within the same fiscal year as U.S. Forest Service expenditures. Overhead is assessed at the rate of (o) percent.

Billings must be sent to: (p)

The U.S. Forest Service is required to issue bills for expenditures incurred under reimbursable agreements at the end of or prior to the end of each federal fiscal year. Therefore, an out-of-cycle bill may be received by the Cooperator.

If payment is not received to the satisfaction of the U.S. Forest Service by the date specified on the bill, the U.S. Forest Service shall exercise its rights regarding the collection of debts owed to the United States.

- D. (q) SPECIAL BILLING REQUIREMENTS – FINANCIAL DOCUMENTATION. Reimbursable billings shall be issued at the prescribed frequency based on expenditures recorded in the U.S. Forest Service accounting system for work performed. Bills for Collection reflect an aggregate amount for the billing period. U.S. Forest Service Transaction Register listing itemized expenses will be provided upon request at the end of a project or annually for long-term agreements. Provision of the Transaction Register or other supporting documentation accompanying individual bills will be limited to agreements over \$2,500, and only when Cooperator requirements are clearly defined within this clause.

The special billing requirements are: (r)

- E. (s) SPECIAL BILLING REQUIREMENTS – PROGRAM DOCUMENTATION. The U.S. Forest Service Program Manager shall provide the Cooperator with a written report that meets the Cooperator's specific documentation requirements.

V. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:

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

(u) Principal Cooperator Contacts:



Cooperator Program Contact	Cooperator Administrative Contact
Name: Address: City, State, Zip: Telephone: FAX: Email:	Name: Address: City, State, Zip: Telephone: FAX: Email:

(v)Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Address: City, State, Zip: Telephone: FAX: Email:	Name: Address: City, State, Zip: Telephone: FAX: Email:

- B. LIABILITY. As set forth under the provisions of the referenced Cooperative Fire Protection Agreement.
- C. (w)Mutually agree to the Burn Plan relevant to this SPA, and to any agreed upon revision thereof. Revisions to the Burn Plan that do not materially affect the purpose and/or terms of the SPA, but rather only revises the implementation of the project, do not require a modification to this SPA. The Burn Plan, and any revision thereof, is incorporated by reference into this SPA and will be maintained by and provided to the Program Contacts listed above.
- D. In the event of a conflict between the provisions of this SPA and the referenced Cooperative Fire Protection Agreement, the Cooperative Fire Protection Agreement shall take precedence.
- E. (x) PROGRAM MONITORING AND PROGRAM PERFORMANCE REPORTS. The parties to this agreement shall monitor the performance of the agreement activities to ensure that performance goals are being achieved.

Performance reports must contain information on the following:

- A comparison of actual accomplishments to the goals established for the period. Wherever the output of the project can be readily expressed in numbers, a computation of the cost per unit of output, if applicable.
- Reason(s) for delay if established goals were not met.



- Additional pertinent information

The Cooperator shall submit annual performance reports to the U.S. Forest Service Program Manager. These reports are due 90 days after the reporting period. The final performance report must be submitted either with the Cooperator's final payment request, or separately, but not later than 120 days from the expiration date of the agreement.

PROGRAM MONITORING AND PERFORMANCE REPORTS. The parties to this agreement shall monitor the work activities to ensure that performance goals are being achieved.

The cooperator shall prepare a performance report for each reporting period that contains the following:

- A comparison of actual accomplishments to the goals established for the period. Wherever the output of the project can be readily expressed in numbers, the report shall also include a computation of the cost per unit or output, as applicable. *Example: Goal-50 miles of trail maintenance; Actual-25 miles of trail work completed near mile marker 0.7. 25 miles x \$422/mile = \$10,500*
- If established goals were not met, the report shall include (1) the reason for the delay, (2) a detailed explanation of why the goal was not achieved and identify any factors that may have contributed to the delay, and (3) a plan of action for addressing the issue and getting the project back on track. The plan should outline the specific steps that will be taken to address the issues and a timeline for implementing these steps. This information will enable the Forest Service to understand the reasons for the delay to determine if an agreement modification is warranted. *Example: Due to severe weather conditions, the crew was unable to reach certain areas impacted by landslides. The schedule has been modified to have a 5-person crew onsite starting in May, 2023 to complete the remaining 25 miles of trails when optimal weather conditions are expected.*
- The report shall also include any additional pertinent information relevant to the project.

For each ALN/CFDA, the performance report must include all relevant project work completed and/or invoiced for the reporting period then submitted to the Forest Service Program Contact. The quarterly performance report for each respective ALN/CFDA is due no later than 30 days after the reporting period ending March 31, June 30, September 30, December 31. The annual performance report for each respective ALN/CFDA is due no later than 90 days after the reporting period ending March 31, June 30, September 30, December 31. The final performance report must be submitted either with the Cooperator's final payment request, or separately, no later than 120 days from the expiration date of the agreement, whichever is soonest.

For CFDA # __. __, a [QUARTERLY] progress report is required.
For CFDA # __. __, an [ANNUAL] progress report is required.



If financial and performance reports are not timely submitted according to the outlined terms and schedules, it is considered a material breach of the agreement and will result in payment delays and could potentially lead to termination of the agreement.

- F. (y) PURCHASE OF ASSETS. Any assets (such as equipment, property, or improvements) purchased by the U.S. Forest Service with the Cooperator's contributions shall become the property of the U.S. Forest Service, unless otherwise documented via separate authority and instrument.
- G. (z) PROPERTY IMPROVEMENTS. Improvements placed on federal land at the direction, or with the approval of, the U.S. Forest Service, becomes property of the United States. These improvements are subject to the same regulations and administration of the U.S. Forest Service as would other agency improvements. No part of this SPA entitles the Cooperator to any interest in the improvements, other than the right to use them under applicable U.S. Forest Service Regulations.
- H. PARTICIPATION IN SIMILAR ACTIVITIES. This SPA in no way restricts the Parties from participating in similar activities with other public or private agencies, organizations, and individuals.
- I. ENDORSEMENT. Either Party's contributions made under this SPA do not by direct reference or implication convey endorsement of each other's products or activities.
- J. ALTERNATE DISPUTE RESOLUTION. In the event of any issue of controversy under this SPA, 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.
- K. MODIFICATION – COOPERATIVE FIRE. Modifications within the scope of this SPA 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 (aa) days prior to implementation of the requested change. No Party is obligated to fund any changes not properly approved in advance.
- L. TERMINATION – FIRE SUPPLEMENTAL PROJECT AGREEMENT. Either Party, in writing, may terminate this SPA in whole, or in part, at any time before the date of expiration. Neither Party shall incur any new obligations for the terminated portion of this SPA after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each Party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination.
- M. COMMENCEMENT/EXPIRATION DATE – FIRE SUPPLEMENTAL PROJECT AGREEMENT. This SPA is executed as of the date of last signature and is effective through (bb) at which time it will expire unless extended.



If the referenced Cooperative Fire Protection Agreement is superseded by a new Cooperative Fire Protection Agreement, this SPA may remain in effect to the extent that it does not conflict with the provisions of the new Cooperative Fire Protection Agreement, but only until such time that the project can be completed or modified to be incorporated within the terms of the new Cooperative Fire Protection Agreement.

N. AUTHORIZED REPRESENTATIVES. By signature below, the Parties certify that the individuals listed in this document as representatives of each Party are authorized to act in their respective areas for matters related to this SPA.

(dd) _____, (ee) _____ (cc)
(ff) _____ Date

(hh) _____, (ii) _____ (gg)
(jj) _____ Date

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

(ll) _____ (kk)
U.S. Forest Service Grants Management Specialist Date

**INSTRUCTIONS for Exhibit C - Fire Supplemental Project Agreement**

All provisions in this instrument are mandatory, unless otherwise excepted. Depending on the type of project, there may be additional provisions necessary for compliance with U.S. Forest Service directives or regulations (for example, occupancy/improvements for shared space or joint publications).

- (a) U.S. Forest Service Project Agreement No. For example: FY-FP-11RRUUSS-XXX.
- (b) Cooperator Project Agreement No. Insert Cooperator project agreement number, if applicable.
- (c) Insert name of Cooperator.
- (d) Insert name of U.S. Forest Service Unit.
- (e) Insert Cooperator name as cited above.
- (f) Insert U.S. Forest Service name as cited above.
- (g) Insert corresponding U.S. Forest Service Agreement # as identified on Cooperative Fire Protection Agreement.
- (h) Insert project title.
- (i) Enter brief project description.
- (j) Insert alpha or numeric reference to the Exhibit added that provides a Financial and Project Plan. Note: The Project Plan may include tasks/projects defined in the Operating Plan (as referenced in the Background section), or it may be a Burn Plan, if applicable.
- (k) Insert amount. If the U.S. Forest Service is not obligating funds for reimbursement to the Cooperator, then delete this provision.
- (l) Insert amount. If the U.S. Forest Service is not collecting funds from the Cooperator, then delete this provision.
- (m) Select and insert the appropriate billing cycle: monthly, quarterly, semi-annual, or annual. Note: quarterly dates (December 31, March 31, June 30, and September 30), semi-annually (March 31, and September 30) or annually (September 30 or earlier).
- (n) Insert other contact name and address, if applicable, otherwise delete.
- (o) Insert the U.S. Forest Service burden/overhead rate. Enter 'shall not be assessed' if burden is not applicable.
- (p) Enter Cooperator's name, name of point of contact, and mailing address to which billing documents should be sent.
- (q) If the U.S. Forest Service is not collecting funds, delete this provision. When U.S. Forest Service is collecting funds, the provision is optional if the Cooperator requires financial documentation. This provision alerts ASC-RACA that the U.S. Forest Service shall provide transaction registers with any billing to the Cooperator under this Agreement.



(r) Insert special billing requirements here, such as whether the billing requirements are either with each bill, upon project completion, or annually.

(s) If the U.S. Forest Service is not collecting funds from the Cooperator, delete this provision. When U.S. Forest Service is collecting funds, the provision is optional if the Cooperator requires an accomplishment or program report with each BFC. This provision alerts ASC-RACA that the U.S. Forest Service must coordinate BFCs with the PM for submission to the Cooperator.

(t) May be changed to accommodate additional contacts.

(u) Insert ALL of the requested information below. If information is unavailable, then make a good-faith effort to obtain.

(v) Insert ALL of the requested information below. If information is unavailable, then make a good-faith effort to obtain.

(w) If a Burn Plan is not attached, remove this provision.

(x) Mandatory provision if U.S. Forest Service is reimbursing the Cooperator.

(y) If the U.S. Forest Service is not collecting funds from Cooperator, delete this provision.

(z) Mandatory provision if property improvements result from a project on federal lands.

Do not use this provision if improvements are owned by the Cooperator and covered under another instrument such as a Special Use Permit or license.

(aa) Insert a notification period that is no less than 30 days.

(bb) Insert the expiration date not greater than the expiration date of the Cooperative Fire Protection Agreement.

(cc) Insert date of signature.

(dd) Insert name of signatory official for Cooperator.

(ee) Insert Cooperator signatory official's positional title.

(ff) Insert Cooperator's organizational name.

(gg) Insert date of signature.

(hh) Insert name of U.S. Forest Service Signatory Official.

(ii) Insert U.S. Forest Service signatory official's positional title.

(jj) Insert U.S. Forest Service Region, Office, or Unit.

(kk) Insert date of signature.

(ll) Insert Grants Management Specialist's name.



Exhibit D – Cost Share Agreement

Incident Name			Incident Number(s)	
Cost Share Start/End				
Cause				
Incident Command Structure	Single Agency		Jurisdictions	
	Unified Command			
	I.C.s			

This Cost Share Agreement between _____ and _____ was prepared under the authority of the Local Cooperative Fire Protection Agreement number:

It is hereby agreed that the cost basis on this incident will be shared as follows:

Rationale used in developing this cost agreement:

The following section is optional, but may be used if costs are calculated on a percentage basis:

Agency	Direct Cost	Support Cost	Air/Retardant Cost

This agreement and the apportionment contained are our best judgements of agency cost responsibilities.

Signature		Signature	
Print Name		Print	
Agency		Agency	
Date		Date	
Phone #		Phone #	

**Exhibit D – Guidelines and Methods:**

The cost-share agreement is entered into supplemental to the Local Cooperative Fire Protection Agreement (reference provision VIII-C) and is used to define and document the basis (method) and rationale for delineating costs on a multi-jurisdictional fire.

The following guidelines should be considered when executing a cost-share agreement.

General Guidelines:

1. Agency-specific costs are not shared.
2. Responsibilities for claims is outside the scope of the cost-share agreement.
3. Rehabilitation costs are the responsibility of the jurisdictional agency.
4. The cost-share should include consideration of each agency's values at risk and policies.

Method 1: Costs can be shared proportionately based on acres burned.

Method 2: Costs between the agencies can be based on a summary of daily estimated incident costs and each agencies' proportionate share thereof. If this method is used, daily cost-shares should be properly documented by the Incident Commander. Aircraft and retardant should be on an actual use basis.

Method 3: Costs can be shared based upon how directly fireline resources are assigned on the incident. Aircraft and retardant should be on an actual use basis where such use can be identified. Support costs and direct costs that are difficult to separate are then shared proportionally to direct costs. This is the most equitable method and should be utilized on incidents when a Type I team is assigned.

Direct Costs: All costs associated with direct fireline/fireground and operations including aircraft, except helitankers and fixed-wing airtankers and their retardant, and incident support ordered by the incident prior to completion of the cost-share agreement. Airtanker costs and associated retardant costs are direct costs but are normally calculated as a separate cost-share rate.

Support Costs: All other costs ordered by or for the incident but not defined as a direct cost. Indirect costs may include office support personnel, mobilization/demobilization centers, dispatching airbase operations, transportation from home base to camp and minor and major equipment repairs to incident assigned and damaged resources (except those costs included in equipment rental rates). Indirect costs can be shared proportionately with direct costs except where identified to be shared differently in the cost-share agreement.

4 D

RESOLUTION OF THE BOARD OF DIRECTORS OF THE
GEORGETOWN FIRE PROTECTION DISTRICT

Resolution Number: **2023-05**

WHEREAS, Senate Bill 155 created the CA Strategic Growth Council’s Community Resilience Center program and

WHEREAS, SGC’s CRC program was created to fund the construction or retrofit of facilities to serve as community resilience centers that mitigate the public health impacts of extreme heat and other emergency situations exacerbated by climate change and

WHEREAS, the Georgetown Fire Protection District will submit an application and, if funded, will sign an award agreement with the California Strategic Growth Council to carry out the Ready, Set, Resilient! project, and

WHEREAS, the grant application requires the ability to obtain site control over all proposed CRC locations within the grant term.

Now, therefore, be it resolved that the Georgetown Fire Protection District:

1. Approved the filing of an application for “California Strategic Growth Council Community Resilience Centers ” 2023 grant program and,
2. As required by the grant application has approved an offer for the purchase of 4131 Zdolsek Place, Greenwood, CA 95635, contingent upon the award AND receipt of grant funds and,
5. Appoints Glenn Brown, or designee, to conduct all negotiations, execute, and submit all documents including, but not limited to, applications, agreements, amendments, payment requests, and so on, which may be necessary to complete the project as mentioned above.

The foregoing resolution was approved and adopted on the 31st day of August 2023 by the following vote:

Ayes:

Noes:

Absents:

Signature

Title

4 E

Georgetown Fire Protection District

Fire Chief

Performance Evaluation

From Board Members

Point Scale				
Unsatisfactory = 1	Needs Improvement = 2	Meets Standard = 3	Exceeds Standard = 4	Exceptional = 5

1. **Communication with Board and Committees.** Maintains effective written and verbal communication with the Board. Maintains availability to the Board. Establishes and maintains a system of reporting current plans and activities of staff to the Board. Ensures that staff reports are useful, timely, provide alternatives, and, where applicable, recommend actions.

Unsatisfactory
 Needs Improvement
 Meets Standard
 Exceeds Standard
 Exceptional
 Not Applicable

Additional Comments:

2. **Policy Implementation and Development of Goals.** Plans, organizes, achieves, and executes approved Board policies and assists the Board in the development of annual and long-range goals.

Unsatisfactory
 Needs Improvement
 Meets Standard
 Exceeds Standard
 Exceptional
 Not Applicable

Additional Comments:

3. **Staff Relations and Development / Delegates and Controls.** Sufficient training and development are provided for the personal/professional development of the staff. Keeps employees informed appropriately of District affairs and policies which may affect them. Inspires and motivates the staff, through confidence, competence, and enthusiasm, to achieve their best and fulfill the objectives of the District. This element also addresses performance in delegating duties, responsibilities, and authority; establishing and using mechanisms for organizational control; and taking corrective actions when necessary.

Unsatisfactory
 Needs Improvement
 Meets Standard
 Exceeds Standard
 Exceptional
 Not Applicable

Additional Comments:

4. **Plan / Manage Budget and Financial Resources.** Planning, developing and responsibly managing the budget and financial resources for the District; forecasting annual budgetary and financial requirements; identifying and achieving savings opportunities; and maintaining and presenting complete and accurate budget documents and financial records.

Unsatisfactory
 Needs Improvement
 Meets Standard
 Exceeds Standard
 Exceptional
 Not Applicable

Additional Comments:

5. **Plan / Prioritize / Organize and Schedules Resources to Achieve Goals.** Performance in initiating and developing creative and thorough plans that are timely, feasible, logical and supported by facts; organizing scheduling and deploying resources to carry out plans in a cost effective manner; setting priorities within one's scope of responsibility that are logical and consistent with the needs of the District and the community; and modifying plans; reestablishing priorities, and rescheduling and deploying resources to respond to changes in circumstances, conditions or policies.

Unsatisfactory Needs Improvement Meets Standard Exceeds Standard Exceptional Not Applicable

Additional Comments:

6. **Public Relations.** Demonstrates effective communication with citizens and shows an honest interest in the community. Effectively deals with the news media and avoids politics and partisanship. Properly conveys the policies and programs of the District to the press and to the citizens.

Unsatisfactory Needs Improvement Meets Standard Exceeds Standard Exceptional Not Applicable

Additional Comments:

7. **Intergovernmental Relations.** Deals effectively with other units of government at the local, regional, state and federal level. Develops relationships that are beneficial to the District. Is able to facilitate cooperative efforts among various local agencies and the District.

Unsatisfactory Needs Improvement Meets Standard Exceeds Standard Exceptional Not Applicable

Additional Comments:

8. **Solves problems.** Identifying problems effectively rendering sound judgments, making decisions and taking corrective actions; and taking initiative in originating actions to influence events rather than passively accepting or only responding to events.

Unsatisfactory Needs Improvement Meets Standard Exceeds Standard Exceptional Not Applicable

Additional Comments:

9. **Exhibits professional skills, habits, and behaviors.** Applying, improving, and developing professional knowledge and skills; demonstrating appropriate demeanor; maintaining a high standard of excellence; and setting an example for others to follow.

Unsatisfactory Needs Improvement Meets Standard Exceeds Standard Exceptional Not Applicable

Additional Comments:

10. Emergency Management – Planning & Emergency Scene Management. The ability to plan and manage emergency incidents. To build local readiness by developing local emergency plans, in coordination with community businesses and residents. Supports the community as a liaison to build emergency programs, and mitigation efforts. Maintains coordination with local and state governmental departments and agencies, for preplans and during any type of emergency.

Unsatisfactory Needs Improvement Meets Standard Exceeds Standard Exceptional Not Applicable

Additional Comments:

11. Develops and Adopts New Ideas and Practices. Initiating and developing original and innovative ideas, practices and work methods that are beneficial to the District and the community.

Unsatisfactory Needs Improvement Meets Standard Exceeds Standard Exceptional Not Applicable

Additional Comments:

12. Recruits, Promotes, Develops, and Evaluates Subordinates. Recruit, promote, and develop qualified, responsible, and productive employees. Including fair and consistent evaluations to motivate by providing feedback to employees and encouraging them in developing skills through internal and external programs, compliance with personnel rules and procedures and Equal Employment Opportunity concerns.

Unsatisfactory Needs Improvement Meets Standard Exceeds Standard Exceptional Not Applicable

Additional Comments:

13. Interacts with and Responds to Employees' Needs. Dealing with employees as individuals in an unbiased manner and treating employees fairly to effectively respond to employee concerns; supporting employees and standing up for their legitimate needs; inspiring employees and making them feel that they are part of a team; and maintaining a healthful and safe workplace environment.

Unsatisfactory Needs Improvement Meets Standard Exceeds Standard Exceptional Not Applicable

Additional Comments:

Evaluator's Comments:

1. Noteworthy strong areas of present performance:

2. Areas requiring improvement in job performance:

3. Has the Fire Chief accomplished, or satisfactorily worked towards accomplishing, the goals established by the Board?
Why or why not?

4. Additional Evaluator's Comments:

5. Goals and Objectives:

1.

2.

3.

4.

5.

Signature

Date

Signature

Date