



## Mosquito Fire Protection District

**Board of Directors Meeting**  
Thursday, Aug 30, 2023–7:00 PM  
Mosquito FPD Station 75  
8801 Rock Creek Road Placerville, Ca. 96557

### AGENDA

Item	Presenter
<p><b>1. Call to Order.</b></p> <p>Topic: MFPD Board Meeting Aug 30 rescheduled from Aug 24, 2023</p> <p>Time: Aug 30, 2023 07:00 PM Pacific Time (US and Canada)</p> <p>If you have a disability and are requesting an accommodation pursuant to the Americans with Disabilities Act, please contact district at 530-626-9017 or <a href="mailto:admin75@mfpd.us">admin75@mfpd.us</a></p>	D. Stever
<p><b>2. Roll Call &amp; Quorum announced</b></p>	D. Stever
<p><b>3. Pledge of Allegiance.</b></p>	D. Stever
<p><b>4. Public Comment</b> Public may address the board on any District related item not included in this agenda. We ask that your comments remain civil and respectful. Any lack of decorum will result in the forfeiture of your time. Please limit your comments to no more than 3 minutes in duration.</p>	
<p><b>5. ADOPTION OF THE AGENDA AND APPROVAL OF CONSENT CALENDAR</b> The Board may make any necessary additions, deletions, or corrections to the agenda including moving items to or from the Consent Calendar and adopt the agenda and the Consent Calendar with one single vote. A Board member may request an item be removed from the Consent Calendar for discussion and separate Board action. At the appropriate time as called by the Board Chair, members of the public may make a comment on matters on the Consent Calendar prior to Board action.</p>	D. Stever

<p><b>CONSENT CALENDAR ITEMS</b></p> <p><b>5.1</b> Approval of Expenditures- Expenses, Jun 30 #2, 2023  Approval of Expenditures- Expenses, Jun 30 #3, 2023  Approval of Expenditures- Expenses, Jul 25, 2023  Approval of Expenditures- Expenses, Aug 14, 2023</p> <p><b>6. <u>Approval of Minutes</u></b></p> <p><b>6.1</b> Minutes July 27, 2023 - Regular Board Meeting</p> <p><b>7. <u>Chief's Report</u></b></p> <p><b>8. <u>Issue Items</u></b></p> <p><b>8.1</b> Presentation of the El Dorado County Regional Fire Authority's updated agreement. Public discussion on background, District benefits and costs will be led by Garden Valley and Georgetown fire chiefs. Board decision to adopt and formally join the Fire Authority.</p> <p><b>9. <u>Committee Reports</u></b></p> <p><b>9.1</b> Finance committee  <b>9.2</b> Strategic Planning &amp; Policy Updates  <b>9.3</b> Communication  <b>9.4</b> Capital Improvement- CIP Plan  <b>9.5</b> Sustainability  <b>9.6</b> District Auxiliary Mosquito  <b>9.7</b> El Dorado Regional Fire Authority (EDRFA) Update</p>	<p>D. Stever</p> <p>D. Stever</p> <p>J. Rosevear</p> <p>D. Blain  D. Stever  L. Uggl  D. Stever  D. Hunt  M. Blain  L. Uggl</p>
<p><b>10. Director's Comments.</b></p>	
<p><b>11. Pending Agenda Items:</b> Directors may propose agenda items for future Board meetings.</p>	
<p><b>12. Adjourn.</b>  <b>Next Meeting:</b> Thursday September 28, 2023</p>	

## Mosquito Fire Protection District Bills for All Vendors

June 30, 2023  
Split

	Name	Num	Amount	Terms	Date		Name Address	Memo
Jun 30, 23								
49	1512023	600.00	MFPD06302023	06/30/2023	404500 · Special Dept. Expense		Georgetown Fire District	1512023 GEO Training Class 1A
514	700636	4,045.39	MFPD06302023	06/30/2023	<del>606040 · Equipment</del>		<del>L. N. Curtis &amp; Sons</del>	700636 Aibags Fema
514	711138	7,722.00	MFPD06302023	06/30/2023	606040 · 606040 Equipment		L. N. Curtis & Sons	711138 Thermal Imag. Fema
514	711966	4,085.23	MFPD06302023	06/30/2023	404021 · Fire Turnouts		L. N. Curtis & Sons	711966 LNCurtis Turnout Fema
514	13661	110.00	MFPD06302023	06/30/2023	606040 · Equipment		L. N. Curtis & Sons	713661 Hose shipping
514	720434	217.09	MFPD06302023	06/30/2023	404022 · Uniforms		L. N. Curtis & Sons	720434 Pants Williland Alpa grant
434	986261	184.77	MFPD06302023	06/30/2023	404040 · Telephone Co. Vendor Payments		Verizon Wireless	986261 Verizon final invoice
Jun 30, 23		<u>12,919.09</u>						

## Mosquito Fire Protection District Bills for All Vendors

June 30, 2023

	Name	Num	Amount	Terms	Date	Split	Name Address	Memo
Jun 30, 23	514	804579	8,971.19	MFPD06302023	06/30/2023	606040 · 606040 Equipment	L. N. Curtis & Sons	804579 Airbags FEMA
Jun 30, 23			<u>8,971.19</u>					

**Mosquito Fire Protection District  
Bills for All Vendors**

**July 25, 2023**

Name	Num	Amount	Terms	Date	Name Address	Memo
Jul 25, 23	10692	57,109.88	MFPD07252023	07/25/2023	404100 - Insurance Premium	George Petersen Insurance Agency
Jul 25, 23	19067	<u>57,109.88</u>				19067 Property-Casualty Insurance

## Mosquito Fire Protection District Bills for All Vendors

August 14, 2023

Aug 14, 23		Name	Num	Amount	Terms	Date	Split	Name Address	Memo
10278	9656		31.43	MFPD08142023	08/14/2023	404022 · Uniforms	5 Star Apparel	9656 Uniform alteration	
10938	45372023		386.20	MFPD08142023	08/14/2023	404144 · Maint. Computer System/Software	Action computers	45372023 IT Upgrade Office computer	
2425	659761		417.20	MFPD08142023	08/14/2023	404022 · Uniforms	Advantage Gear, Inc	659761 Uniform new Vol. r& grant	
804	16184		270.00	MFPD08142023	08/14/2023	404180 · Maint Building & Improvements	California Overhead Doors	16184 Overhead Door Repair	
2006	80892023		263.50	MFPD08142023	08/14/2023	404305 · Audit & Accounting Services	Christina Cavannaugh CPA	80892023 CPA for Admin rate	
11071	33641998		95.00	MFPD08142023	08/14/2023	404197 · Maint. Building Supplies	Clark Pest Control	33641998 Pest Control June-July	
367	36702023		50.00	MFPD08142023	08/14/2023	404220 · Memberships	El Dorado County Fire Prevention Officers	36702023 EDC Fire Prev officers	
9447	61010723		71.00	MFPD08142023	08/14/2023	404200 · Medical, Dental & Lab Supplies	Gold Country Livescan	61010723 Livescan new Vol.	
2532	70644		64.35	MFPD08142023	08/14/2023	404507 · Fire & Safety Supplies	Hangtown Fire Control	70644 Annual Fire Extinguishers Servicing	
4941	197779		1,896.10	MFPD08142023	08/14/2023	404606 · Fuel Purchases	Hunt & Sons	197779 Hunts Bulk/Fuel	
4951	3592247		313.19	MFPD08142023	08/14/2023	404260 · Office Expense	Inland Business Systems	3592247 Quarter Xerox Copier	
10457	60680723		750.00	MFPD06302023	08/14/2023	303040 · Health Insurance	Jack Rosewear	60680723 Reimb Medical JR	
10457	60680823		750.00	MFPD08142023	08/14/2023	303040 · Health Insurance	Jack Rosewear	60680823 Reimb Medical JR	
13721	38777		3,275.00	MFPD08142023	08/14/2023	606040 · Equipment	Karen Jensen	38777 Trailer purchase & DMV fees	
1567	16935		1,719.69	MFPD08142023	08/14/2023	404539 · Software License	Lexipol LLC	16935 Lexipol	
7014	52732023		12.00	MFPD08142023	08/14/2023	404260 · Office Expense	Taffy Warner	52732023 Reimb Uniform print fee	
7330	69938		3,000.00	MFPD08142023	08/14/2023	404539 · Software License	TARGET SOLUTIONS	Vector Solutions. Reimb by CIRA	
				<u>13,364.66</u>					



## Mosquito Fire Protection District

**Board of Directors Meeting**  
 Thursday, Jul 27, 2023 – 7:00 PM  
 Mosquito FPD Station 75  
 8801 Rock Creek Road Placerville, Ca. 96557

### MINUTES

Item	Presenter
<p><b>1. Call to Order. 7:10 PM</b></p> <p>Topic: MFPD Board Meeting Jul 27, 2023</p> <p>Time:, Jul 27, 2023 07:00 PM Pacific Time (US and Canada)</p> <p>If you have a disability and are requesting an accommodation pursuant to the Americans with Disabilities Act, please contact district at 530-626-9017 or <a href="mailto:admin75@mfpd.us">admin75@mfpd.us</a></p>	D. Stever
<p><b>2. Roll Call &amp; Quorum announced.</b> <i>Present Directors Don Stever, Dan Hunt, David Blain and Kirk Bronsord. Absent Linnea Ugglä. We have quorum.</i></p>	D. Stever
<p><b>3. Pledge of Allegiance.</b></p>	D. Stever
<p><b>4. Public Comment</b> Public may address the board on any District related item not included in this agenda.          We ask that your comments remain civil and respectful. Any lack of decorum will result in the forfeiture of your time.          Please limit your comments to no more than 3 minutes in duration. <i>None.</i></p>	
<p><b>5. ADOPTION OF THE AGENDA AND APPROVAL OF CONSENT CALENDAR</b> The Board may make any necessary additions, deletions, or corrections to the agenda including moving items to or from the Consent Calendar and adopt the agenda and the Consent Calendar with one single vote. A Board member may request an item be removed from the Consent Calendar for discussion and separate Board action. At the appropriate time as called by the Board Chair, members of the public may make a comment on matters on the Consent Calendar prior to Board action.</p>	D. Stever

<p><b>CONSENT CALENDAR ITEMS</b></p> <p><b>5.1</b> Approval of Expenditures- Expenses, Jun 26, 2023  Approval of Expenditures- Expenses, Jun 27, 2023  Approval of Expenditures- Expenses, Jun 28, 2023  Approval of Expenditures- Expenses, Jun 29, 2023</p>	<p>D. Stever</p>
<p><b>6. <u>Approval of Minutes</u></b></p> <p><b>6.1</b> Minutes June 22, 2023 - Regular Board Meeting  <b>6.2</b> Minutes July 13, 2023 - Special Board Meeting</p> <p><i>Motion to approve Agenda and Consent Calendar by Director Hunt, second by Director Blain. Ayes; Directors Hunt, Blain, Stever and Bronsord. Noes: 0  Absent: Director Uggla.</i></p>	<p>D. Stever</p>
<p><b>7. <u>Chief's Report</u></b></p>	<p>J. Rosevear</p>
<p><b>8. <u>Issue Items</u></b></p> <p>None</p>	<p>D. Stever</p>
<p><b>9. <u>Committee Reports</u></b></p> <p><b>9.1</b> Finance committee  <b>9.2</b> Strategic Planning &amp; Policy Updates  <b>9.3</b> Communication  <b>9.4</b> Capital Improvement- CIP Plan  <b>9.5</b> Sustainability  <b>9.6</b> District Auxiliary Mosquito  <b>9.7</b> El Dorado Regional Fire Authority (EDRFA) Update</p>	<p>D. Blain  D. Stever  L. Uggla  D. Stever  D. Hunt  M. Blain  L. Uggla</p>
<p><b>10. Director's Comments.</b></p>	
<p><b>11. Pending Agenda Items:</b> Directors may propose agenda items for future Board meetings.</p>	
<p><b>12. Adjourn. 8:24 PM</b>  <b>Next Meeting:</b> Thursday August 24, 2023</p>	





## MOSQUITO FIRE PROTECTION DISTRICT

8801 ROCK CREEK ROAD

PLACERVILLE, CA 95667

(530) 626-9017

Fax (530) 626-3240

[www.mfpd.us](http://www.mfpd.us)

### *Chief's Report July-August 2023*

Calls for Service: July 25-August 21

Vegetation Fire- 1 (Assist Garden Valley- Strike Team to Nevada County)

Medical Aid- 2

Public Assist: 5

On Wednesday August 16th, Firefighter Cole Caudle was assigned to Garden Valley Engine 351, as a part of a strike team which responded 'immediate need' to the Highway Fire in Nevada County. For a time, fire threatened the town of Washington. The combined efforts of firefighters averted structure loss and the strike team participated in strengthening containment lines. On Saturday August 19<sup>th</sup>, Firefighter Caudle was relieved by a Garden Valley firefighter and the strike team reassigned to lightning fires in Northern California. We appreciate the relationships we have with our neighboring districts, to help and support one another.

Captain Moore and I participated in meetings/tours with County DOT, Shimmick Construction and County Fire to plan and prepare for emergencies at the bridge construction area and the concrete batch plant. We are forming response plans to deal with incidents, working cooperatively with County Fire and Shimmick to assure we provide the best possible coordination to save lives and property.

Tony Christensen and Trevor Dillender will start EMT academy in September, graduating in December. We are expecting to also send personnel to Firefighter 1 academy in the Spring.

OES Engine 4312 and Water Tender 75 are repaired and are back in service.

TSU Tree Service will be doing a major tree removal operation for PG&E in September. They will utilize our parking area for vehicle staging during the project, which will last approximately one month. They have completed our Temporary Use Form and agreement, which has been reviewed and approved by CIRA. The District will be compensated \$1,200 plus a transfer load of gravel for the grading of our parking area, in preparation for the winter months. I will assure, along with the TSU manager, that there will be no obstruction to our fueling area and designated parking for District business.

Fire Season 2023 dangerous burning conditions are upon us, after a late Spring delays. As the weather improves, increased caution must be taken with outside burning. **If residents find it necessary to cut weeds/grass/vegetation, do it in the cooler morning hours before noon and never when it is windy.**

Remember to practice evacuation procedures and always be aware of two escape routes. It's easy to get cut off during an actual incident.

Our Fire District staff is fully committed to our Community. We stand ready to assist our residents with any needs they may have, to prepare, support and provide the most up to date information. We are happy to conduct an interior or exterior fire safety inspection upon your request. Please call us at 530-626-9017 or stop by the station.

Reminder of the next Pancake Breakfast on Saturday September 16<sup>th</sup>, 9:00 to 11:00 AM at Station 75.

This concludes my report. I will continue to update our projects and report progress. We appreciate the great support we receive from the Community and its commitment to being prepared. If you have any questions or suggestions, please call me at the fire station (626-9017) or email [jrosevear@mfpd.us](mailto:jrosevear@mfpd.us).

Upcoming Events:

Thursday August 24- Fire Board Meeting- 7pm- Station 75

Thursday September 7- MVFA Board Meeting- 3pm- Station 75

Saturday September 9- Support Group Monthly Training- CPR Class- 9am- Station 75

Saturday September 16- Firefighter Pancake Breakfast- 9-11am- Station 75

Tuesday September 21- SCPOA Monthly Board Meeting- Station 75- 6pm

Thursday September 28- Mosquito Bridge Update- Community Meeting- 6pm Station 75

Thursday September 28- Fire Board Meeting- 7pm- Station 75 (Special Presentation & Budget Adoption)

Respectfully Submitted,  
Jack Rosevear, Chief

**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 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:

**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 an 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

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

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”).

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.

### 1.3. 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 1.6.1 of this Agreement.

### 1.4. Effective Date

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

### 1.5. Objectives

The initial objectives are-the following:

#### 1.5.1. 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.

#### 1.5.2. 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.

GVFD:	Initial	___	Date:	___
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**1.5.3. 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.

**1.5.4. Operational Deployment Strategies**

**1.5.4.1. 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.

**1.5.4.2. Public Information**

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

**1.5.4.3. Administration**

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

**1.5.4.4. Prevention**

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

**1.5.4.5. Training**

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

**1.5.4.6. Operations**

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

**1.6. 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.

GVFD:	Initial	___	Date:	___
GFD:	Initial	___	Date:	___
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### 1.7. 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.

### 1.8. 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.

### 1.9. 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.

### 1.10. Obligations

#### 1.10.1. Obligations of Agency

In accordance with Government Code section 6508.1, it is hereby specified that the debts, liabilities, and obligations of the Agency shall not be the debts, liabilities, and obligations of any Member Agency to the extent that section 6508.1 allows.

#### 1.10.2. 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.

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

**1.10.3. 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.

**1.11. Conflict of Interest**

**1.11.1. 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.

**1.11.2. Levine Act.**

Directors and alternates are “officials” within the meaning of Government Code section 84308, commonly known as the “Levine Act,” and subject to its restrictions on the acceptance, solicitation, or direction of contributions.

**1.12. Ownership of Contributed Assets**

A Member Agency that contributes an asset, other than cash, to the JPA for its use shall retain ownership and title to such asset unless the Member Agency offers it to the JPA and the JPA accepts it.

**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.

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

## 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

### 2.3.1. Chair and Vice Chair

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.

### 2.3.2. Chief Executive Officer/Executive Director

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.

### 2.3.3. Treasurer and Auditor

The EDRFA Board shall appoint one of its officers or employees to the position of treasurer and one of its officers or employees to the position of auditor. The positions of treasurer and auditor may be held by separate officers or employees or a single officer or employee. Such positions shall have the duties specified in Government Code section 6505.6, including the duty to cause an independent audit of the authority to be performed in accordance with section 6505.

## 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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MFD:	Initial	___	Date:	___
RFD:	Initial	___	Date:	___



**2.5. Voting**

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

**2.6. Minutes**

The Board may assign an employee of a Member Agency, subject to the approval of the employee's Member Agency, to keep minutes of the EDRFA Board meetings, and all records will be maintained at the Member Agency designated by the Board as the agency pursuant to Section 1.6. 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.

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

**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 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**

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

**SECTION 3  
Additional Provisions.**

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

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

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

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

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

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

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

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

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,

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

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 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:	___