



Mosquito Fire Protection District

Special Meeting

Thursday July 13, 2023 – 6:00 PM

Mosquito FPD Station 75

8801 Rock Creek Road Placerville, Ca. 96557

AGENDA

Item	Presenter
<p>1. Call to Order.</p> <p>Time: July 13, 2023 6:00 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 admin75@mfpd.us.</p>	D. Stever
<p>2. Roll Call & Quorum announced.</p>	D. Stever
<p>3. Adoption of the Agenda.</p>	D. Stever
<p>4. Issue Item.</p> <p>4.1- Oath of Office- new Board Member: Kirk Bronsord</p> <p>4.2- Discussion and approval of a master joint powers agreement (JPA) with Garden Valley, Rescue, Georgetown and Mosquito Fire Districts to form the El Dorado Regional Fire Authority and contribute, along with the other agencies, \$2500 for legal fees to officially formalize the JPA.</p>	D. Stever
<p>5. Adjourn.</p> <p>Next Regular Board Meeting- Thursday July 27, 2023</p>	

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 between the Garden Valley Fire Protection District (GVFD), an independent fire district, the Georgetown Fire Protection District (GFD), an independent fire district, the Mosquito Fire Protection District (MFD), an independent fire district, and the Rescue Fire Protection District (RFD), an independent fire protection district. Each party may be referred to in this JPA as a "party" or collectively as "parties."

RECITALS

WHEREAS, GVFD, GFD, MFD, and RFD are public agencies providing fire protection services within El Dorado County, the State of California; and

WHEREAS, the jurisdictions of GVFD, GFD, MFD, and RFD have close boundaries; and

WHEREAS, the Board of Directors of GVFD, GFD, MFD, and RFD are desirous to provide the highest level of services within budgetary constraints; and

WHEREAS, within this one agreement, each district has agreed to cooperate with the others in sharing personnel and equipment resources to provide cross-training, efficiently utilize personnel and resources, firefighting response, emergency medical response within all the districts, and cost savings.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual advantages to be derived from that place and in respect of 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 El Dorado Regional Fire Authority (EDRFA) is formed by this agreement pursuant to the provisions of Article 1, Chapter 5, Division 7, Title 1 (commencing with section 6500) of the Government Code of the State of California (Act). As provided in Government Code section 6507, the EDRFA shall be a public entity separate from the parties hereto, and its debts, liabilities, and obligations shall not be the debts, liabilities, and obligations of its Member Agencies. The terms "Members" or "Member Agencies" shall mean the public entity(s) or agency(s) that have agreed to this formation document and has been accepted by all agencies of the EDRFA.

Date:	_____
GVFD:	Int. _____
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1.2 Purpose

The purpose of the EDRFA is to foster cooperation among the member agencies to provide the best possible FIRE and Emergency Medical Services (EMS) in the operational areas of the member agencies and their mutual and automatic aid partners.

1.2.1 Political Strength

Gain and maintain political strength within El Dorado County committees, boards, and partnerships to ensure adequate representation of our community and department interests.

1.2.2 Additional Funding Opportunities

Seek additional funding opportunities through partnerships with El Dorado County and support modifications to overall funding mechanisms.

1.2.3 Reduce Costs

Reduce costs by decreasing overall expenses through group purchasing and shared services agreements for benefits, administrative functions, contracts, and grants.

1.2.4 Operational Deployment Strategies

1.2.4.1 Leadership

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

1.2.4.2 Public Information

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

1.2.4.3 Administration

Evaluate administrative “low-hanging” fruit and identify areas of shared benefits in departmental costs and expenses.

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1.2.4.4 Prevention

Evaluate the need and costs of an EDRFA Fire Prevention Officer.

1.2.4.5 Training

Create standardized operational guidelines and implement multi-company/agency training drills.

1.2.4.6 Operations

Continue to provide operational support via the existing Joint Operations Agreement.

1.3 General Powers

The EDRFA shall exercise in the manner herein provided the powers to each 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 and shall have the ability to manage, maintain, and operate facilities.

1.4 Specified Powers

The EDRFA is hereby authorized, in its own name, to do all acts that each individual member agency has set forth if such agency authorizes the EDRFA to do so.

1.5 Restriction on Exercise of Powers

The power of the EDRFA shall be exercised in the manner provided in the Act and, in accordance with 6509 of the Act, shall be subject to the restrictions upon the manner of exercising such powers that are imposed upon general law in the State of California in the exercise of similar abilities.

1.6 Employment of Personnel and Administrative Services

Initially, the EDRFA will have no individual employees but will utilize the member agencies' employees to accomplish the EDRFA goals as approved by the EDRFA Governing Board and the Boards of its member agencies.

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1.7 Obligations of Authority

The debts, liabilities, and obligations of the EDRFA shall not be the debts, liabilities, and obligations of any member agency.

1.8 Conflict of Interest

The EDRFA shall adopt and maintain a conflict of interest code in compliance with applicable provisions of the Political Reform Act and the regulations adopted by the Fair Political Practices Commission.

1.9 Identification

The assets of each member agency 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.

Section 2. GOVERNANCE

2.1 Governing Board

The EDRFA shall be administered by a Board of Directors (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.

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 bi-monthly. All meetings of the EDRFA Board shall be called and noticed by each member agency. The meetings shall be held and conducted in accordance with the provisions of the California Government Code (Ralph Brown Act).

A Meeting of the EDRFA Board can only occur if a Supermajority (minimum 66.67%) of Board Members is present.

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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 will appoint a Chief Administrative Officer (CAO) from one of the Fire Chiefs of the Member Agencies. The CAO will be the point of contact with the EDRFA Attorney to complete the formation documents and any other business assigned by the EDRFA Board.

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, provided, however, that any vote to incur debt or to issue bonds respectively, shall require a unanimous vote of all Board Members present at any EDRFA Board meeting.

2.5 Voting

Each agency represented at any meeting of the EDRFA Board shall have one vote.

2.6 Minutes

An employee of a Member Agency will be assigned to keep minutes of the EDRFA Board meetings, and all records will be held at the agency of the Chairperson of the EDRFA Board.

2.7 Bylaws

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

2.8 Initial Budget

Each Member Agency will provide, directly to the Law Offices of Myers Nave, the amount of \$2,500 to cover the initial costs of creating the legal formation documents of the EDRFA.

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2.8 Expenditures for the Approved Budget

The initial investment listed above will cover the costs of the initial formation of the EDRFA. Any future costs must be approved by a vote of the EDRFA Board.

2.9 Employees of EDRFA Member Agencies.

All employees of the EDRFA Member agencies shall remain employees of their individual Member Agency, regardless of their position within the EDRFA.

2.10 Termination of EDRFA

Any Member Agency can remove themselves from the EDRFA by a vote of the Board of Directors of any Member Agency. The EDRFA must be given 60 days' notice of the removal, and the agency's initial \$2,500 enrollment fee will not be refunded.

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

By:

President/Chair, Board of Directors

Fire Chief

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GEORGETOWN FIRE PROTECTION DISTRICT

By:

President/Chair, Board of Directors

Fire Chief

MOSQUITO FIRE PROTECTION DISTRICT

By:

President/Chair, Board of Directors

Fire Chief

RESCUE FIRE PROTECTION DISTRICT

By:

President/Chair, Board of Directors

Fire Chief

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