

Rescue Fire Protection District

BOARD OF DIRECTORS MEETING
Special Meeting Agenda September 1, 2023
1:00 P.M.
5221 Deer Valley Road, Rescue, CA 95672
(P.O. Box 201)
(530) 677-1868

NOTE

If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in this meeting, please contact the Board Clerk at 530.677.1868, at least two (2) days prior to the meeting.

1. **CALL TO ORDER**
2. **ROLL CALL/ESTABLISH QUORUM**
3. **FLAG SALUTE**
4. **APPROVAL OF AGENDA**
5. **PUBLIC COMMENTS and PUBLIC FORUM**
This item is for the public to discuss matters not on the agenda and within the jurisdiction of the District or to discuss the closed executive session item. Comments shall be limited to five minutes per person and twenty minutes for all comments unless otherwise authorized by the Board.
6. **Action Item: To Review and Sign El Dorado Regional Fire Authority (EDRFA) Agreement.**
7. **GOOD TO THE ORDER**
8. **NEXT SCHEDULED MEETING/AGENDA ITEMS**
September 13, 2023
9. **ADJOURNMENT**

**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

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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.

1.5.3. Reduce Costs

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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.

1.7. Specified Powers

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RFD:	Initial	___	Date:	___

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.

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,

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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.

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

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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.

2.5. Voting

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

2.6. Minutes

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GFD:	Initial	<i>CLD</i>	Date:	___
MFD:	Initial	<i>D.S.</i>	Date:	<i>7-31-23</i>
RFD:	Initial	___	Date:	___

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.

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

GVFD:	Initial	___	Date:	___
GFD:	Initial	CRP	Date:	___
MFD:	Initial	DS	Date:	7-31-23
RFD:	Initial	___	Date:	___

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.

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.

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.

GVFD:	Initial	Date: ___
GFD:	Initial <i>MD</i>	Date: ___
MFD:	Initial <i>DS</i>	Date: <i>8-31-23</i>
RFD:	Initial	Date: ___

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, 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.

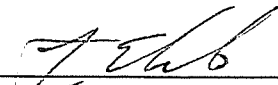
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MFD:	Initial	<u>DS</u>	Date:	<u>2-31-23</u>
RFD:	Initial	_____	Date:	_____

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.

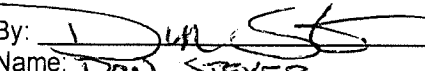
GARDEN VALLEY FIRE PROTECTION DISTRICT GEORGETOWN FIRE PROTECTION DISTRICT

By: 
Name: FRANK EDWARDS
Its: BOARD CHAIRMAN

By: 
Name: Craig W Davis
Its: _____

MOSQUITO FIRE PROTECTION DISTRICT

RESCUE FIRE PROTECTION DISTRICT

By: 
Name: DON STEVER
Its: BOARD PRESIDENT

By: _____
Name: _____
Its: _____

GVFD:	Initial	Date:	___
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MFD:	Initial <u>DS</u>	Date:	<u>8-3-23</u>
RFD:	Initial	Date:	___