

# Meeting Sign-In Sheet

Meeting: EDC Fire Chiefs Association Meeting

Date: Thur., March. 27, 2014

Facilitator: Chief Tom Keating, Rescue Fire Dist.

Time: 8:00:00 AM

Place/Room: Diamond Springs Fire Station 49, Classroom  
501 Main Street, Diamond Springs, CA 95619

PRINT NAME	ORGANIZATION/STATION	TITLE
1. Thomas Keating	Rescue	Fire Chief
2. Robert Bement	G.V.	H/C
3. Tim Cordova	ELF	H/C
4. Justin Sanders	CAM	RL
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**EL DORADO COUNTY FIRE CHIEFS' ASSOCIATION  
AGENDA**

Original X  
Minutes —

**PLACE:** Diamond Springs/El Dorado Fire District Station 49  
501 Main Street, Classroom  
Diamond Springs, CA 95619

**DATE:** Thursday, March 27, 2014

**TIME:** 0800 Hours

- I.** Call to Order
- II.** Pledge of Allegiance
- III.** Introduction of Guests
- IV.** Public Comments
- V.** Approval of Agenda
- VI.** Approval of Minutes of February 26, 2014
- VII.** Treasurer's Report
- VIII.** Fire Advisory Board
- IX. Old Business:**
  1. CCFD Update (Roberts)
  2. Fire Recovery USA Update (Hardy)
- X. New Business:**
  1. Local AOP's for 2014 (USFS)
- X. Department Reports**

**EL DORADO COUNTY FIRE CHIEFS' ASSOCIATION  
AGENDA**

**Agenda:  
March 27, 2014  
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- XI.** Section Reports
  - 1. Training Officers
  - 2. Fire Prevention Officers
  
- XII.** Standing Committee Reports
  - 1. EMS Agency
  - 2. OES, State
  - 3. OES, County
  - 4. Local Mutual Aid
  - 5. Operations/Communications
  - 6. Fire Safe Council
  - 7. LAFCO
  - 8. Red Cross
  - 9. CalStar
  
- XIII.** Good and Welfare
  
- XIV.** Next Meeting: April 23, 2014
  
- XV.** Adjournment

**EL DORADO COUNTY FIRE CHIEFS ASSOCIATION  
MINUTES**

**PLACE:** El Dorado County OES Conference Room  
330 Fair Lane Placerville, CA 95667

**DATE:** Wednesday February 26, 2014  
**TIME:** 08:00 hrs

**Call to Order 08:00 hrs**

**Present:** (checked in attendance)

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Chief Todd Cunningham, PIO Fire           | <input checked="" type="checkbox"/> Chief Bryan Ransdell, DSP Fire | <input checked="" type="checkbox"/> Chief Justin Sander, CAM Fire |
| <input checked="" type="checkbox"/> Chief Dave Roberts, EDH Fire   | <input type="checkbox"/> Chief Gareth Harris, LAV Fire             | <input checked="" type="checkbox"/> Chief Tom Keating, RES Fire   |
| <input checked="" type="checkbox"/> Chief Mike Hardy, ECF Fire     | <input checked="" type="checkbox"/> Chief Tom Stuart, MQT Fire     | <input checked="" type="checkbox"/> Chief Bill Dekker, GRV Fire   |
| <input checked="" type="checkbox"/> Chief Tim Cordero, ECF Fire    | <input type="checkbox"/> Chief Nickie Washington,<br>USFS/ENF      | <input type="checkbox"/> Chief Mike Pott, EDC Fire                |
| <input checked="" type="checkbox"/> Chief Greg Schwab, GEO Fire    | <input type="checkbox"/> Chief Chris Couper, LTB Fire              | <input checked="" type="checkbox"/> Chief Joe Tyler, CalFire-AEU  |
| <input checked="" type="checkbox"/> Chief Mike Kaslin, CalFire-AEU | <input type="checkbox"/> Chief Gary Gerren, FLL Fire               | <input checked="" type="checkbox"/> Chief Ken Earle, DSP Fire     |
| <input type="checkbox"/> Chief Dave Wood, CAM Fire                 | <input type="checkbox"/> Chief Mac Heller, ENF                     | <input type="checkbox"/> Chief Gary Humphrey, Cal OES             |
| <input checked="" type="checkbox"/> Chief John Pang, MEK Fire      | <input checked="" type="checkbox"/> Chief Bob Bement, GRV Fire     |   |
| <input type="checkbox"/> Chief Rob Combs, DSP Fire                 |  |   |

I. **Call to Order** – the meeting was called to order at **08:03** hours

II. **Pledge of Allegiance**

III. **Introduction of Guests:**

Ann-Marie L'Etoile, Hangtown Kennel Club  
Mike Rivera and Bridgette Bugbee, Fire Recovery USA,  
Pat Dwyer, EDC Fire Safe Council

**Others in Attendance:**

Rich Todd, EMSA  
Erica Sanchez, EDC LAFCO  
Craig Davis, GEO Fire Board Director  
Mark Spough, GRV Fire Board Director  
Marty Hackett, JPA Director

IV. **Approval of Agenda**

**Motion** was made by Chief Hardy to approve the Agenda with the amendment to move agenda items **IX.1** and **IX.2** to beginning of session to accommodate guests; the motion was seconded by Chief Roberts and carries unanimously.

V. **Approval of Minutes from January 23, 2014 Meeting**

**Motion** to approve January minutes was made by Chief Hardy with amendment to error under item XI Division Reports EDCF with regards to funds. Motion to approve with corrected verbiage to be supplied by Chief Keating to Rita Gonzales was seconded by Chief Roberts and the motion carries unanimously.

VI. **Treasurer's Report** – Chief Dekker – Current balance is unchanged at \$6,442.67. He will send everyone an email regarding the May 21<sup>st</sup> exercise.

**Public Comments** –

- Mike Owens introduced himself to the Chiefs. Mr. Owens was CFO at county health services and worked with ambulance billing. He is a candidate for the office County Auditor-Controller. He believes the FAMIS to Phoenix system will be impactful at the auditor's office. Just one of the reasons he is running.

VII. **Fire Advisory Board** – fire chiefs that meeting with the MOS for fire activity/problems; several retirements. Keating recommendation Roberts Chair JPA, Keating pres FCA, so and so..... check recorging. Get email from keating of who will be recommended to the BOS. Letter to BOS for approval.

## VIII. Old Business

1. **CCFD Update– Roberts/Mark Spaugh** – Mark Spaugh, GRV Board – Last meeting signed resolutions gathered to make presentation March 21 to the Board of Supervisor. Urged Board member show of support in addition to the Chiefs at that Board of Supervisor’s meeting. Phase I is the release of patch money and they are hoping to get those funds distributed this fiscal year to those eight underfunded agencies. Phase II work has begun. Defining personnel and apparatus levels by area. Establishing costs and funding models. CCFD meeting the second Monday of each month in Pollock Pines. Next meeting is March 10. They need your input at these meetings and be a part of this process.
2. **Capital Improvement Plans** – no report

## IX. New Business

1. **Presentation and Donation by Hangtown Kennel Club (Ann-Marie L’Etoile) of 23 Pet Oxygen Recovery Masks by SurgiVet to the Fire Districts** – The Hangtown Kennel Club presented 23 masks for 19 local fire stations. Cameron Park Fire initiated the effort and expressed appreciate to the Kennel Club for their generous donations.
2. **Presentation by Fire Recovery USA** – Chief Hardy with EDCF uses Fire Recovery USA for recovering cost on vehicle accidents for out of county residents. Discussion of West Slope utilization county-wide. Mike Rivera and Bridgette Bugbee handed out information for their services. Cost recovery for first responders on scene services with non-transport is typically covered by insurance. They are collecting 70 – 90% of the time. Contact them for proposal for services. Individual Fire Agencies could pass a resolution to adopt a fee. Some Cities have passed an ordinance for the fee.
3. **Review of annual Local Response Agreements with the USFS** – deferred to April agenda if needed. Some are already being done individually already.
4. **Review and Approve changes to the “Move-Up and Cover-Engine Policy** – Chief Schwab – Had a Fire Ops meeting 1 week ago to finalize. Chief Schwab had distributed that policy to the members and is seeking approval. Revalidates the process. The Communications Committee will forward those changes to the ECC.  
*Motion to approve by Chief Dekker was seconded by Chief Ransdell and carries unanimously.*
5. **Fire Advisory Committee Appointments** – Added to the agenda. Advisors to the Board of Supervisors on fire related activities and prevention. It is Chief Keating’s recommendation that Chief Roberts stays on as Chairman of the JPA Board, he stay on as the President of the Chiefs Association, Mike Hardy fill Chief Gills spot, Gareth Harris replace John Pang who will be leaving, and Mike Kaslin replace Kelly Keenan for Cal Fire representative. There were no objections to those recommendations which will be sent to the to the Board of Supervisors for approval.

## X. Department Reports (as needed)

- **CalFire:** North Division Chief Mike Kaslin – Cal Fire AEU named Brian Estes Deputy Chief. He received a letter from George Osborne about letter flushing hydrants that he will scan and email it out. Normal water level in soil 25 feet down; currently 5 feet. Conditions are critical. Statewide Cal Fire is in the process of hiring additional Fire Captains and 10 will be training up military National Guard troops. Deputy Chief Brian Estes – discussed resources, staffing and strike teams levels. Keeping four engines staffed now. Peak staffing may occur as early May. SRA fee still in litigation so those funds have not been release.
- **Cameron Park:** Chief Justin Sanders – Saturday, March 8 Crab Feed at Church of the Foothills. Tickets are available by calling the Cameron Park fire house. Their Board President resigned last Wednesday creating a vacancy. Going thru appointment process. Public meeting to accept candidates.
- **Diamond Springs/El Dorado:** Chief Ransdell – New truck training in progress. Program in place so they can work it. Just completed pre-build for new type 1. Hiring new FF/paramedic. Medic 48 stationed at Station 49 for now due to septic issues at Station 48.
- **El Dorado County:** Chief Hardy – Spoke to their decision of browning out a fire station after evaluation of the revenue stream for the remainder of the year. On track to come in \$400k under budget. Brownd out Station 21 in Camino. Staffing was reduced thru attrition minimizing impacted personnel who were reassigned. Plan July 1<sup>st</sup> plug everybody back in place.

- **USFS/ENF:** Nicki Washington not present - meeting individually with some agencies already on the annual local response agreements with USFS.
- **El Dorado Hills:** Chief Roberts – I.S.O. was in and out and the process went smoothly thanks to Chief Keating and Battalion Chief Niehuese. Latrobe annexation still moving forward. Accreditation still moving forward and they are learning a lot from the process.
- **Fallen Leaf:** none
- **CalEMA/OES:** none
- **Garden Valley:** Chiefs Dekker – Garden Valley is hosting an I300 course on April 8, 9 and 1n in GV. Partnering with the State Fire Marshalls office. 12 openings left. Command 1B scheduled for middle of May and negotiating Prevention 1 training. Bob Bement thanked everyone that came to their fire and expressed appreciation for how well our system.
- **Georgetown:** Chief Schwab – Plug for Folsom Lake Fire Tech Advisory Group. Meeting on April 23 from noon to 1:30 pm with lunch provided. On Saturday, April 5 9:00 am – 4 pm they are hosting county Training Officer structure fire training at Station 62.
- **Lake Valley:** Chief Gareth Harris – not present
- **Latrobe:** none
- **Meeks Bay:** Chief Pang – There was a special board meeting yesterday where they decided RFP was not the way to go. Interim agreement with North Tahoe can have someone in April. Committee meeting with North Tahoe's board to see about agreement.
- **Mosquito:** Interim Chief Tom Stuart – The County has been doing survey on the bridge and has four designs. He is looking forward to a new bridge reducing response time in and out of the district. Board has directed the chiefs to chief share. First meeting next week. Possibly Georgetown sharing with Mosquito.
- **Pioneer:** Interim Chief Cunningham – not present
- **Rescue:** Chief Keating – Expressed thanks to everyone for their help and support with the logistics of the vehicle accident involving E83. There was one injury on the engine.

#### XI. Section Reports

1. **Training Officers** – Ken Earle – Rescue drills went well, included Saturday date. The Camino ECC did good job. This Friday, February 28 is last Command and Control RIC training. Openings still available to sign up. Contact Chief Lilienthal at EDH. Working with JPA for March dates for EPCR training in later March. Rotation schedule will come out. 501 3c almost done.
2. **Fire Prevention Officers** – Chief Pang – County going thru process to change LMIS system which is older than DOS. Scoping for vendors. Get on list with Lori for more information. Goal is 2016.

#### XII. Standing Committee Reports

1. **EMS Agency:** no report
2. **OES, State:** no report
3. **OES, County:** no report
4. **Local Mutual Aid:** Schwab - Conference call with 200 plus fire chiefs on it. XED strike team leader training to start 9 am to noon will be scheduled by and 4/15 and include radio plan. CICCIS – Chief Dekker – Gary Humphries agreed to combine peer review committees with Amador County. Meeting on April 8 at 1:30 pm at station 49. If they have people that need review of completed task books approved or training positions approved let him know so he can include it on the agenda. Based on 2010 CICCIS standards not 2006. Moving ahead on command center CQI process March 7 first official meeting.
5. **Operations/Communications:** no report
6. **Fire Safe Council:** Pat Dwyer- Met with Supervisor Briggs last week building relationships; Working with Sheriff to make sense of Title 3 funding split. Next Saturday in Logtown will be a fire incident and evacuation exercise. Wildfire containment and structure protection. Grant funds won't be release now until they provide an environmental review before they release the funds. Current grant ends March and they probably won't see the new ones until June. This can cause a break in service at the time most needed.
7. **LAFCO:** Erica Sanchez – Brief summary of three projects all in El Dorado Hills. Currently at Assessor's office and Auditor's office with March 22 deadline. DiAmonte estates same timeline; Malcom before commission in March.

8. **Red Cross:** – Chief Schwab – The Red Cross has had a busy month helping a bunch of families displaced due to fires. To activate them just contact the ECC.

9. **Cal Star:** none

**XIII. Good and Welfare**

- Nothing

**XIV. Next Meeting** – March 26, 2014 at 08:00 hours.

**XV. Adjournment – 09:52 a.m.**

***Motion** to adjourn by Chief Hardy seconded by Chief Roberts and motion carries unanimously.*

**WHEREAS**, on January 24, 2012 Agreement 344-F111 was subsequently extended providing an additional \$593,244 to the Garden Valley Fire Protection District, Georgetown Fire Protection District, Latrobe Fire Protection District, Mosquito Fire Protection District, and the Rescue Fire Protection District; and

**WHEREAS**, on April 9, 2013 the Commission of Collaborative Fire Departments gave a presentation to the Board of Supervisors regarding the current status and uncertain future of fire districts within the County, and requested the Board of Supervisors to participate in renewed discussions to find a permanent solution for sustainable fire and Emergency Medical Services funding through all El Dorado County fire districts, and

**WHEREAS**, on September 24, 2013 the Fire Advisory Group, consisting of two members of the Board of Supervisors, two rural fire board members, and two fire chiefs, presented its analysis of the financial condition of rural fire districts, and recommended a two-step strategy for improving fire service including short-term funding for seven rural districts, followed by a service level analysis and renegotiation of the property tax distribution; and

**WHEREAS**, following the September 24, 2013 presentation, the Board unanimously directed the Chief Administrative Office to return to the Board with potential funding contracts allowing dispersal of funds based on agreed financial triggers; and also directed the Chief Administrative Office to return to the Board with letters from each Fire Protection District Board in the County indicating their intent to participate in a long term, sustainable funding solution;

**NOW, THEREFORE**, County and Districts mutually agree as follows:

#### **ARTICLE I**

**Payment of Funds:** County agrees to appropriate and disburse funds in the following not-to-exceed amounts Fiscal Year 2013-14 as follows:

Fallen Leaf Lake CSD Fire Department	\$125,000
Garden Valley Fire Protection District	\$99,385
Georgetown Fire Protection District	\$300,000
Mosquito Fire Protection District	\$68,000
Pioneer Fire Protection District	\$150,000
Rescue Fire Protection District	\$70,000

If any of the above Districts fail to execute this Agreement by **April 22, 2014**, then no disbursement shall be made to that District and the funds shall be retained by the County.

#### **ARTICLE II**

**Source of Funds:** The sole source of funds provided under this Agreement shall be from the County General Fund. In the event that the County General Fund is unable to provide all the funds under this Agreement, then the amounts to be paid to each district shall be proportionately reduced. The County shall not be required to make any payments from any other source.

#### **ARTICLE III**



**AGREEMENT TO PROVIDE FUNDING FOR RURAL FIRE PROTECTION  
AND EQUIPMENT**

**AGM# 525-F1411**

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**THIS AGREEMENT** is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and the Garden Valley Fire Protection District, Georgetown Fire Protection District, Mosquito Fire Protection District, Pioneer Fire Protection District, Rescue Fire Protection District, and the Fallen Leaf Lake Community Services District (herein collectively referred to as "Districts").

**RECITALS**

**WHEREAS**, between fiscal year 2000-01 and fiscal year 2008-09 the County provided supplemental funding to eight rural fire protection districts representing approximately 13% of the property tax revenue within each district's tax rate areas, the cumulative funding for all districts across nine fiscal years was \$8,569,957; and

**WHEREAS**, on June 2, 2009 the County adopted Resolution 111-209 which determined that the allocation of supplemental funds historically provided to the Districts for fire protection and emergency services, when considered in light of competing demands for County resources, would impair the provision of other important services and the achievement of County objectives, and thereby terminated supplemental funding; said Resolution also expressed the County's intent to work cooperatively with the Districts to explore ways to address their long term financial viability; and

**WHEREAS**, the County executed a Memorandum of Understanding with the Local Agency Formation Commission and funded the Fire and Emergency Services Study by Citygate Associates, LLC (hereinafter referred to as the "Citygate Report") for a high-level assessment of current fire and emergency services and potential alternatives for service delivery; and

**WHEREAS**, on February 15, 2011 the County executed Agreement 344-F111 in the amount of \$593,244 with the Garden Valley Fire Protection District, Georgetown Fire Protection District, Latrobe Fire Protection District, Mosquito Fire Protection District, and the Rescue Fire Protection District to provide for emergency medical services with fund balance then available through County Service Area No. 7; and

**WHEREAS**, on September 13, 2011 the County executed Agreement 416-F111 with the Fallen Leaf Lake Community Services District, providing \$38,690 from the County General Fund for fire protection, emergency medical services and related equipment; and

**Use of Funds:** In general, the funds received by the Districts shall be used exclusively for the purpose of providing fire protection including staffing and equipment. Consistent with the Fire Advisory Group’s September 24, 2013 presentation to the Board of Supervisors, individual Districts shall spend their specified allotments contained in Article I as follows:

District	Eligible Expenses
Fallen Leaf Lake CSD Fire Department	<ul style="list-style-type: none"> <li>• Fire Boat and/or</li> <li>• 4×4 Fire Engine.</li> </ul>
Garden Valley FPD	<ul style="list-style-type: none"> <li>• Fire Personnel.</li> </ul>
Georgetown FPD	<ul style="list-style-type: none"> <li>• Water Tender and/or</li> <li>• Fire Personnel.</li> </ul>
Mosquito FPD	<ul style="list-style-type: none"> <li>• Fire Personnel.</li> </ul>
Pioneer FPD	<ul style="list-style-type: none"> <li>• Water Tender and/or</li> <li>• Fire Personnel.</li> </ul>
Rescue FPD	<ul style="list-style-type: none"> <li>• Fire Personnel.</li> </ul>

It is the intent of the County that all funds expended on personnel will be for firefighting positions, not for management, administrative or clerical positions. It is the intent of the County that Districts should increase firefighting positions with County funds provided for staffing. The County understands that certain firefighter positions are temporarily funded through state or federal grants, and Districts may need to use County funds to maintain current staffing levels as grants from state or federal sources expire.

Within forty-five (45) days of execution of this Agreement, County shall advance to the District the sums outlined in this Article. Districts receiving funds expressly agree that any funds paid by County under this Agreement shall not be used, directly or indirectly for any other purpose.

The County and Districts agree that long term financial and operational success of the fire service in the County of El Dorado requires that the Districts study all options available for service delivery. These options must include, as noted in the Citygate Report, administrative, financial and operational reorganizations on a regional or sub-regional level where economies of scale can be realized. Analysis of reorganization options shall occur in partnership with the County, but should not limit exploration of additional fire district revenue opportunities.

Districts or their representative organizations shall provide status update reports to the County no less than twice yearly at regularly scheduled meetings of the Board of Supervisors. This does not preclude or prohibit additional communication, reports, or information sharing of any type outside of Board meetings from District or County personnel in executing the expectations described in this Agreement.

**ARTICLE IV**

**Term:** This Agreement shall become effective when fully executed by both parties (“Effective Date”). This Agreement provides for the payments for Fiscal Year 2013-14. All funds allocated in this round of funding should be expended or encumbered by June 30, 2015.

The County may enter into another similar Agreement during the next fiscal year, if at the determination of the Board of Supervisors continued progress in the area of reorganization of fire service has been made, and short-term funding will further this progress. The County will consider the Districts' progress and participation in any and all efforts at operational reorganizations as described in Article III when considering the second year of funding. Districts shall not have an expectation of additional funding of any sort from the County unless satisfactory efforts as determined by the County have been made toward reorganization efforts.

#### **ARTICLE V**

**Reports Required:** Within thirty (30) days of expenditure of funds for staffing or equipment, the District shall submit the following to the County:

1. A financial report, covering the term of this Agreement, that accurately and clearly shows the amounts received and expended in accordance with Article III.
2. A narrative report, including appropriate detailed information about the staffing and/or equipment that resulted from the District's acceptance of funds, which demonstrates the efficacy of the expenditures. These reports will be included in the evaluation of need for a second year of funding.

Any funds that have not been spent in accordance with the provisions of this Agreement, as determined by County, shall be returned to County within thirty (30) days of County's demand for same.

#### **ARTICLE VI**

**Fire District Compliance with Applicable Law:** Districts will comply with all Federal, State, and local laws and ordinances which are or may be applicable to the purchase of equipment.

#### **ARTICLE VII**

**Audit:** Districts will keep and maintain accurate financial accounts of all funds expended as provided under this Agreement. Said records will be kept in accordance with generally accepted accounting practices. Such accounting records shall be made available for inspection by County designee's during normal business hours at the office of each District or its financial consultant.

#### **ARTILCE VIII**

**Cancellation:** Any party may at any time, by majority vote of its governing Board, elect to cancel this Agreement by providing written notice of termination to all other parties. Cancellation by one District shall not affect the agreement between the County and remaining Districts.

#### **ARTICLE IX**

**No Third Party Beneficiary:** Nothing in this Agreement shall be construed to create any rights of any kind or nature in any other party not a named party to this Agreement.

#### **ARTICLE X**

**Changes to Agreement:** This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

**ARTICLE XI**

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

County: Chief Administrative Officer  
County of El Dorado  
330 Fair Lane  
Placerville, CA 95667

With a copy to: County Counsel  
County of El Dorado  
330 Fair Lane  
Placerville, CA 95667

or to such other location as the County directs.

Districts: See List of Districts attached as Exhibit A

or to such other location as the Districts direct.

**ARTICLE XII**

**Indemnity:** Each District shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with a Districts expenditure of funds pursuant to this Agreement. This duty of each District to indemnify and save County harmless includes the duties to defend set forth in California Civil Code section 2778.

**ARTICLE XIII**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Terri Daly, Chief Administrative Officer, or successor.

**ARTICLE XIV**

**Warrant of Authority:** The parties to this Agreement represent that the undersigned individuals executing this Agreement on behalf of the respective parties have been duly authorized to sign this Agreement and perform its terms.

#### **ARTICLE XV**

**Entire Agreement:** This Agreement contain the entire agreement between the parties hereto with respect to the subject matter hereof, and no addition to or modification of any term or provisions shall be effective unless set forth in writing by all parties hereto.

#### **ARTICLE XVI**

**Severability:** If any phrase, sentence, clause or provision of this agreement is held invalid, the balance of the agreement shall not be affected and the agreement shall be construed to the fullest extent of the law to effectuate the terms of this agreement.

#### **ARTICLE XVII**

**California Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

#### **ARTICLE XVIII**

**Waivers:** No waiver by any party of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provision.

#### **ARTICLE XIX**

**Counterparts:** This Agreement shall be valid upon approval by the County as to each individual District that has approved the agreement. Failure of one or more individual Districts to approve this Agreement shall not affect the validity of this Agreement with respect to the Districts that have approved the Agreement.

This Agreement and any and all other agreements, documents or certificates to be entered into by the parties with respect to the subject matter hereof, may be executed in multiple counterparts. Each such executed counterpart shall be considered an original, and taken together, shall constitute one and the same document. Any signature, notice or other communication with respect to the subject matter hereof may be given by telex, telecopy or other facsimile transmission, the transmission of which shall be concurrently or immediately followed by delivery (personal or by express mail) of any original thereof, and the party receiving a facsimile transmission shall be entitled to rely upon such facsimile to the same extent as if it were an original.

#### **ARTICLE XXX**

**Venue:** Any dispute resolution action arising out of this Agreement, including but not limited to litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California. Districts waive any removal rights it might have under Code of Civil Procedure section 394.

#### **ARTICLE XXI**

**Entire Agreement:** This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

**ARTICLE XXII**

**Time is of the Essence:** The Parties hereto acknowledge and agree that time is of the essence.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first below written.

-- COUNTY OF EL DORADO --

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Norma Santiago, Chair  
Board of Supervisors

ATTEST:  
James S. Mitrison,  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk

Date: \_\_\_\_\_

-- DISTRICTS --

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Fallen Leaf Lake Community  
Services District

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Garden Valley Fire Protection  
District

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Georgetown Fire Protection  
District

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Mosquito Fire Protection District

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Pioneer Fire Protection District

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Rescue Fire Protection District

**EXHIBIT A**

**AGREEMENT TO PROVIDE FUNDING FOR RURAL FIRE PROTECTION  
AND EQUIPMENT**

**List of Districts**

Fallen Leaf Lake Community Services District  
P.O. Box 9415  
South Lake Tahoe, CA 96158

Garden Valley Fire Protection District  
4860 Marshall Road  
Garden Valley, CA 95633

Georgetown Fire Protection District  
P.O. Box 420  
Georgetown, CA 95634

Mosquito Fire Protection District  
8801 Rock Creek Road  
Placerville, CA 95667

Pioneer Fire Protection District  
P.O. Box 128  
Somerset, CA 95684

Rescue Fire Protection District  
P.O. Box 102  
5221 Deer Valley Road  
Rescue, CA 95672



**AUDITOR / CONTROLLER'S USE**

TRANSFER #

DATE

CODE BY

EL DORADO COUNTY APPROPRIATION TRANSFER (20130 GOV. CODE)

# BUDGET TRANSFER REQUEST # 1

DEPARTMENT OR AGENCY NAME

SOB 15

TO BE COMPLETED BY THE DEPARTMENT	
DOCUMENT TOTAL	1,624,770
NUMBER OF LINES	2
TRANSACTION CODE TOTAL*	23

DATE 3-17-14

DEPARTMENT AUTHORIZATION SIGNATURE AND PHONE NUMBER  
*Diana Schwartz*

PAGE 1 OF 1

COMPLETE THE INFORMATION BELOW, WITH JUSTIFICATION NARRATIVE OR ATTACH A MEMO.  
 REMOVE THE GOLD COPY AND SUBMIT COMPLETED REQUEST TO THE AUDITOR / CONTROLLER'S OFFICE.

A BUDGET TRANSFER REQUEST MUST BE AT LEAST TWO LINES, NOT EXCEED TWENTY SIX LINES, AND USE AN "ODD AND EVEN" NUMBERED TRANSACTION CODE \*

\* 002 = INCREASE ESTIMATED REVENUE  
 \* 003 = DECREASE ESTIMATED REVENUE  
 \* 011 = INCREASE IN APPROPRIATION / BOS APPROVED  
 \* 012 = DECREASE IN APPROPRIATION / BOS APPROVED

TRANS CODE NO.	INDEX CODE NUMBER	REQ. NUMBER	APP. CODE NUMBER	AMOUNT	DESCRIPTION	(IN CHARACTER MAN)
1	012	151000	7700	\$812,385	FY 13-14 Fire District Funding	
2	011	159807	5240	812,385		NYP 3-3114
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						

REVIEWED FOR FORMAT BY

JOE HARRN, C.P.A. AUDITOR / CONTROLLER

*Diana Schwartz*  
 CHIEF ADMINISTRATIVE OFFICE - ANALYST

*Diana Schwartz*  
 CHIEF ADMINISTRATIVE OFFICE

APPROVED AND SO ORDERED THAT THE ABOVE TRANSFERS BE MADE (AS REQUESTED OR AMENDED) AND INCORPORATED IN THE MINUTES OF THIS MEETING OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

SIGNATURE: CHAIRMAN, BOARD OF SUPERVISORS

ATTEST: CLERK, BOARD OF SUPERVISORS