



SERVING THE RURAL AREAS OF NORTHERN EL DORADO COUNTY

REGULAR MEETING

BOARD PACKET

Tuesday, December 12, 2023

EL DORADO REGIONAL FIRE AUTHORITY

Serving the Rural areas of Northern El Dorado County



AGENDA

Board of Directors Meeting

Mosquito FPD STA 75 - 8801 Rock Creek Rd Station, Placerville, CA 95667

December 12, 2023, 9:30 a.m.

- 1. CALL TO ORDER, ROLL CALL, AND PLEDGE OF ALLEGIANCE**
- 2. ADOPTION OF AGENDA**
- 3. PUBLIC COMMENT** – Any member of the public may address the Board on any matter within the jurisdictional authority of the District. Comments shall be limited to three minutes per person or such other time limit as may be imposed by the President to enable the Board to complete its agenda within a reasonable period.
- 4. DIRECTORS ITEMS**
- 5. CONSENT CALENDAR**
 - a. APPROVAL OF MINUTES OF REGULAR MEETING HELD ON NOVEMBER 7, 2023
 - b. MONTHLY FINANCIALS
 - i. STAPLES
 - ii. MYERS | NAVE
- 6. PRESENTATION FROM CHW LAW**
 - a. EL DORADO REGIONAL FIRE AUTHORITY PROFESSIONAL SERVICES AGREEMENT
- 7. INTRODUCTION OF LARRY HOLMS – RETIRED FIRE CHIEF ORANGE COUNTY FIRE AUTHORITY**
- 8. UPDATES**
 - a. JOB DUTIES AND RESPONSIBILITIES
 - b. CalPERS
 - c. INSURANCE
 - d. FLEET SERVICES
 - e. POLICIES AND PROCEDURES
 - f. TRAINING PROGRAM
 - i. SHORT- AND LONG-TERM PROGRAM
 - g. BYLAWS
 - h. FDID NUMBER
 - i. IT COMMITTEE
 - i. OBJECTIVE AND PRIORITIES
 - ii. CHIEFS WILL RECOMMEND POTENTIAL NAMES FOR THE COMMITTEE
 - j. LABOR COMMITTEE

- k. GENERAL LIABILITY AND DIRECTORS AND OFFICERS POLICIES
- l. ADDITIONAL ITEMS

9. EDRFA PATCHES

- a. THE EMBLEM AUTHORITY

Recommendation: Approval of patches purchase not to exceed \$600.00

10. EDRFA BOARD NAME PLATES

- a. ARNOLDS FOR AWARDS, INC.

Recommendation: Approval of name plates and hardware purchase not to exceed \$200.00

11. CORRESPONDANCE COMMUNICATION

12. OPEN FORUM

13. FUTURE AGENDA ITEMS

14. NEXT MEETING DATE AND ADJOURNMENT

In compliance with The Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in this meeting via teleconference, please contact Chief Glenn Brown by telephone at 530.333.4111. Requests must be made as early as possible and at least one full business day before the start of the meeting.

In accordance with Government Code Section 54954.2(a), this agenda was posted on the District's front door at Georgetown Fire District, at 6281 Main Street, Georgetown, California, on December 8, 2023.

/s/ Glenn Brown
Chief Glenn W. Brown

December 5, 2023
Date



5 A

EL DORADO REGIONAL FIRE AUTHORITY

Serving the Rural areas of Northern El Dorado County



MINUTES

REGULAR MEETING

Board of Directors

Station 83 - 5221 Deer Valley Rd. Rescue, CA 95672

Tuesday, November 7, 2023

9:30 a.m.

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

CTO: 0932

Roll Call: Chairman Webb, Asst. Fire Chief Norman, Director Spaugh, Director Uggla, Director Humphreys, Ken Pauley, Matt Ziebrath, Andrew Gregory, and Chief Ransdell

2. APPROVAL OF AGENDA

Director Spaugh motioned to approve the agenda, seconded by Director Humphreys, and the motion was unanimously carried.

3. PUBLIC COMMENTS – Any member of the public may address the Board on any matter within the jurisdictional authority of the District. Comments shall be limited to three minutes per person or such other time limit as may be imposed by the President to enable the Board to complete its agenda within a reasonable period.

4. DIRECTORS ITEMS

Chairman Webb read the statement on the agenda and thanked everyone for continuing to come to the table and participate.

5. CONSENT CALENDAR

Director Spaugh motioned to approve the agenda, seconded by Director Humphreys, and the motion was unanimously carried.

a. APPROVAL OF MINUTES

i. October 3, 2023, Meeting

b. FINANCIAL INFORMATION

i. Monthly Financials

6. CHIEF'S REPORT

7. ACTION ITEMS

a. FIRE CHIEF MENTORS

- i. ~~Introduction of Larry Holms Retired Fire Chief Orange County Fire Authority~~
- ii. Discussion regarding Steven Lieberman – Five Cities Fire Authority

b. CURRENT LEGAL FEES DUE

- i. \$4,400

Director Spaugh motioned to approve the invoice from Meyers Nave for \$1,650, seconded by Director Humphreys, and the motion was unanimously carried.

c. TERMINATION OF SERVICES WITH MEYERS NAVE PROFESSIONAL CORPORATION

Director Spaugh motioned to terminate Meyers Nave Professional Corporation and find new legal counsel, which Director Ugglu seconded, and the motion was unanimously carried.

d. APPROVAL OF NEW LAW FIRM COLANTUONO, HIGHSMITH & WHATLEY, PC

*-Director Spaugh motioned to approve pursuing a formal contract and retainer fees for Colantuono, Highsmith & Whatley, PC, and presenting that contract at the next Board Meeting seconded by Director Luggla, and the motion unanimously carried.
-Asst. Fire Chief Norman was tasked to reach out and create a proposal/contract*

e. EMPLOYER IDENTIFICATION NUMBER AND FDID NUMBER

- i. EIN # 93-3927804
ii. FDID #

No Action was taken for Item 7. E. i and E. ii.

f. EDRFA FORMATION JPA AGREEMENT

No action was taken for Item 7. F.

g. BYLAWS

*-Replace BYLAWS with JPA CONTRACT
-Director Ugglu motioned to approve the updated contract as presented by Asst. Fire Chief Norman, seconded by Director Humphreys, and the motion unanimously carried.*

h. JOB DUTIES AND RESPONSIBILITIES

No action was taken in this discussion.

i. Banking Services

EDSB - No action was taken in this discussion.

8. FUTURE AGENDA ITEMS

*-Item 7 H. i. ii. and iii – Review JOB DUTIES AND RESPONSIBILITIES
-Add FINANCIAL REPORT to the agenda
-Add OPEN FORUM to the agenda
-Purchasing committee - Needs to be created
-Develop a training program for a short- and long-term program.
-IT Committee - Needs to be created
What are the objectives and priorities?
Do fire chiefs come back with potential names for the committee?*

9. PUBLIC COMMUNICATION

Replace PUBLIC COMMUNICATION with CORRESPONDANCE COMMUNICATION

10. NEXT MEETING DATE AND ADJOURNMENT – *The next regular meeting is December 12, 2023, at 0930 at MFPD Station 75. The meeting was adjourned at 1144.*

In compliance with The Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in this meeting via teleconference, please contact Chief Glenn Brown by telephone at 530.333.4111. Requests must be made as early as possible and at least one full business day before the start of the meeting.

In accordance with Government Code Section 54954.2(a), this agenda was posted on the District's front door at Georgetown Fire District, at 6281 Main Street, Georgetown, California, on November 7, 2023.

/s/ Glenn Brown
Chief Glenn W. Brown

October 31, 2023
Date



5 B



2435 Iron Point Rd
Folsom, CA 95630
916-983-2861

EDRFA
Board meeting Packages
November 2023
14 packages
J. Medsger

Sale

Store: 1378 Register: 5
Date: 11/6/23 Time: 5:40 PM
Transaction: 23905 Cashier: 1861212

REWARDS NUMBER 4054203726

Qty Item Price Amount

***** Order Number 2238525409*****

14	ESSAY/DOCUMENT-CUS 1980563	32.56	455.78
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Questions on Customer Order 2238525409
Call your local Staples Store

Subtotal 455.78
CALIFORNIA 7.75% 35.32

Total 491.10

VISA CREDIT USD\$491.10

Card No. : XXXXXXXXXXXX4499 [C]

Chip Read

Auth No. : 078022

Mode.: Issuer

AID.: A0000000031010

TVR.: 8000008000

IAD.: 06011203609000

TSI.: 6800

ARC.: 3030

Staples.
the working and learning store.
Discover every tool to take on tomorrow
including products, services
and inspiration that help you
unlock what is possible.

THANK YOU FOR SHOPPING AT
STAPLES!



Customer Copy

CUT HERE

6 A

EL DORADO REGIONAL FIRE AUTHORITY PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is effective on December 12, 2022 between Colantuono Highsmith & Whatley, PC (hereinafter called "Legal Counsel"), and the El Dorado Regional Fire Authority (hereinafter called "EDRFA" or the "Authority").

RECITALS

WHEREAS, the EDRFA is a joint exercise of powers authority organized and operating under the Joint Exercise of Powers Act (Government Code Section 6500 et seq.) and that certain Joint Powers Agreement dated August 1, 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") (the "JPA Agreement"); and

WHEREAS, the JPA Agreement authorizes EDRFA to employ or contract for professional or consulting services to carry out its functions and duties; and

WHEREAS, EDRFA desires the services of a law firm to provide legal representation / legal advice.

NOW, THEREFORE, IT IS MUTUALLY AGREED by and between parties as follows:

I. EMPLOYMENT OF LEGAL COUNSEL

EDRFA agrees to engage Legal Counsel and Legal Counsel hereby agrees to perform the services hereinafter set forth.

II. INTENT OF PARTIES

It is understood between parties that Legal Counsel will perform services as determined necessary by the Fire Chief and the Board of Directors.

III. SCOPE OF LEGAL COUNSEL SERVICES

Legal Counsel shall undertake the following services:

1. Legal Counsel will be on call to answer questions from the Fire Chief and the Board of Directors and to perform legal representation / legal advice services as requested by the Fire Chief or the Board of Directors, on an "as-needed" basis.
2. Legal Counsel will provide regular updates to the Fire Chief and/or the Board of Directors regarding legal representation / legal advice services when requested by the Fire Chief and/or the Board of Directors.

3. Manner of and Maximum Payment

Payment shall be made in arrears pursuant to written invoices submitted to the Fire Chief on a monthly basis. Payment shall be made within 30 days of receipt of invoices. Such payment shall constitute full and complete payment for the period covered by the invoice. The total amount paid to Legal Counsel for work within any fiscal year shall be subject to the approval of the Fire Chief and may not exceed the amount budgeted for this purpose by EDRFA for that fiscal year.

VIII. AUDIT AND INSPECTION OF RECORDS

At a time that is agreed upon by EDRFA and Legal Counsel and as often as EDRFA may deem necessary, Legal Counsel shall make available to EDRFA or its designated agents for examination all of Legal Counsel's data and records with respect to all matters covered by this Agreement, and Legal Counsel will permit EDRFA, or its designated agents, to audit, examine, and make excerpts or transcripts from such data and records, and to make audits of all invoices, materials, payrolls, records of personnel, and other data relating to all matters covered by this Agreement. Unless otherwise specified by EDRFA in writing, said data and records should be made available for examination within El Dorado County for a period of two (2) years following completion of this Agreement.

IX. INTEREST OF LEGAL COUNSEL

1. Legal Counsel covenants that he/she presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Legal Counsel further covenants that in the performance of this Agreement, no person having any such interest shall be employed or retained under this Agreement.

2. Except as provided in paragraph 3. below, Legal Counsel agrees to not act as Legal Counsel or perform services of any kind for any EDRFA member without the prior written consent of EDRFA. When consent has been given, Legal Counsel shall endeavor to avoid involvement on behalf of said new client which would in any manner undermine the effective performance of services by Legal Counsel or convey, utilize, or permit to be utilized, confidential information gained through its association with EDRFA for the benefit of any other client.

3. Legal Counsel has informed EDRFA that it provides advisory and litigation services to the Garden Valley Fire Protection District and EDRFA hereby consents to such joint representation. Legal Counsel has also previously advised the Georgetown Fire Protection District.

Legal Counsel is generally in the business of providing general and special counsel services to local governments in El Dorado County and elsewhere in California. Provided that Legal Counsel does not provide services in El Dorado County which create a conflict under the Rules of Professional Conduct or which pertain to an actual or potential matter to EDRFA, Legal Counsel may continue its practice of

hereunder by Legal Counsel other than for work performed to date of termination. In the event of termination, all finished and unfinished documents and other material shall, at the option of EDRFA, become its property.

Legal Counsel reserves the right to terminate this Agreement by written notice to EDRFA's representative sixty (60) days prior to date of termination thereof and subject to the Rules of Professional Conduct.

XII. INSURANCE AND HOLD HARMLESS AGREEMENT

Legal Counsel agrees to maintain such insurance as will fully protect Legal Counsel and EDRFA from any and all claims under any workers' compensation act or employer's liability laws, and from any and all other claims of whatsoever kind or nature for the damage to property or for personal injury, including death, made by anyone whomsoever which may arise from operations carried on under this Agreement, either by Legal Counsel, any subcontractor, or by anyone directly or indirectly engaged or employed by either of them. Legal Counsel shall exonerate, indemnify, defend, and hold harmless EDRFA from and against, and shall assume full responsibility for payment of all federal, state, and local taxes or contributions imposed or required under unemployment insurance, social security and income tax laws, with respect to Legal Counsel and Legal Counsel's employees engaged in performance of this Agreement. EDRFA and its agents, officers, and employees shall not be, nor be held liable for any claims, liabilities, penalties, fines, or forfeitures, or for any damage to the goods, properties, or effects of Legal Counsel or of any other persons whatsoever, nor for personal injury to or death of them, or any of them, caused by or resulting from any negligent act or omission of Legal Counsel or Legal Counsel's agents, employees, or representatives. Legal Counsel further agrees to indemnify, defend, and hold harmless EDRFA and its agents, officers, and employees, against and from any and all of the foregoing liabilities, and any and all costs or expenses incurred by EDRFA on account of any claim therefor to the extent caused by Legal Counsel's negligence. In the event that a court of competent jurisdiction should determine that EDRFA does not have the authority to provide by agreement for the provision of the hereinabove-set-forth professional service, Legal Counsel nevertheless agrees to assume the foregoing obligations and liabilities, by which it is intended by both parties that Legal Counsel shall indemnify and save EDRFA free and harmless from all claims arising by reason of any negligent act or omission of Legal Counsel.

XIII. INTEREST OF EDRFA OFFICERS AND OTHERS

No officer, member, or employee of EDRFA and no member of its governing body shall participate in any decision relating to this Agreement which affects his/her personal interest, or the interest of any corporation, partnership, or association in which he/she is directly interested; nor shall any such person have any interest, direct or indirect, in this Agreement or the proceeds thereof.

XIV. ASSIGNABILITY

Legal Counsel shall not assign any interest in this Agreement, and shall not transfer any

420 Sierra College Drive, Suite 140
Grass Valley, CA 95945-5091

Either party may alter its address for notice under this Agreement by written notice to the other party at any time.

XVIII. INDEPENDENT CONTRACTOR

Legal Counsel and any agent, subcontractor, or employee of Legal Counsel shall act in an independent capacity and not as an officer or employee of EDRFA. EDRFA assumes no liability for Legal Counsel's action in performance, nor assumes responsibility for taxes, funds, payments or other commitments, implied or expressed, by or for Legal Counsel. Legal Counsel shall not have authority to act as an agent on behalf of EDRFA unless specifically authorized to do so in writing by EDRFA's Fire Chief and/or the Board of Directors. Legal Counsel acknowledges that it is aware that, because it is an independent contractor, EDRFA is making no deductions from its fee and is not contributing to any fund on its behalf. Legal Counsel disclaims the right to fee or benefits except as expressly provided for in this Agreement.

Legal Counsel shall provide the services required by this Agreement and arrive at conclusions with respect to the rendition of information, advice, or recommendations, independent of the control and direction of EDRFA, other than normal contract monitoring; provided, however, Legal Counsel shall possess no authority with respect to any EDRFA decision beyond rendition of such information, advice, or recommendations unless authorized by the Fire Chief and/or the Board of Directors.

XIX. EQUAL OPPORTUNITY

Legal Counsel will not discriminate against any employee, or against any applicant for such employment because of age, race, color, creed, religion, sex, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeships.

XX. SUBCONTRACTS

None of the services covered by this Agreement shall be subcontracted or assigned without the prior written consent of EDRFA, provided however, that this provision shall not apply to secretarial, clerical, routine mechanical, and similar incidental services needed by Legal Counsel to assist in the performance of this Agreement. Legal Counsel shall not hire EDRFA's employees to perform any portion of the work or services provided for herein including secretarial, clerical, and similar incidental services except upon the written approval of EDRFA. Performance of services under this Agreement by associates or employees of Legal Counsel shall not relieve Legal Counsel from any responsibility under this Agreement.

XXI. CHANGES

EXHIBIT A

(Proposal to Provide Legal Services)

9 A



5 Conrad Industrial Drive
 Weaverville, NC 28787
www.theemblemauthority.com
 Phone: 866-208-6307
 Email: jessica@theemblemauthority.com

2023-12-05
El Dorado Regional Fire Authority (CA)
jessica@theemblemauthority.com

Prices are FOB Destination FedEx Ground, Prices are subject to change after 30 days

Description	El Dorado Regional Fire Authority (CA) - Shoulder Patches						
Design #	E42715	Width	3.88 inches	Length	5.12 inches	# Colors	
% Embroidery	100%	Backing	Plastic	Border	Overlock	Special	
Selections	0	Non-Connecting	Yes	Metallic		Fabric	Fully Embroidered

Quantity	1000	500	300	250	200	150	100	50
STANDARD PRICE: 30 Day Production	1.53	1.83	2.16	2.25	2.31	3.13	3.32	5.17
RUSH PRICE: 15 Day Production	1.86	2.21	2.61	2.72	2.77	3.78	3.96	6.14

Thank you for allowing us to quote your design. We look forward to receiving your order.

Sincerely,
Jessica Cagburn

To order, fill in the below Order Form and return to us for prompt attention.

Order Form

(Send Entire Form – Do NOT Detach)

PLEASE NOTE: WE REQUIRE A PHYSICAL PURCHASE ORDER TO PROVIDE NET 30 DAY TERMS, OR GIVE YOUR ACCOUNT REP A CALL TO PAY WITH YOUR CREDIT CARD.

This is our order for: pieces @ \$ each for production time

Purchase Order #	Date Needed	Event Date
<input type="text"/>	<input type="text"/>	<input type="text"/>

Bill To	<input type="text"/>	Ship To	<input type="text"/>
Address	<input type="text"/>	Address	<input type="text"/>
City/State/Zip	<input type="text"/>	City/State/Zip	<input type="text"/>
Billing Email:	<input type="text"/>	*if you would like to receive a mailed invoice – check here <input type="checkbox"/>	

Authorized Name: **Authorized Signature:**

Your signature authorizes The Emblem Authority to choose the closest match possible to your artwork/design, unless you supply us with an actual sample, Pantone color numbers, or thread colors.