



CALAVERAS CONSOLIDATED FIRE PROTECTION DISTRICT
6501 Jenny Lind Road, Valley Springs, CA 95252
Telephone: (209) 786-2227
www.calcofire.org

Special Meeting Agenda
Tuesday December 19, 2017 5:00 PM

1. **CALL TO ORDER/PLEDGE OF ALLEGIANCE**
2. **MOMENT OF SILENCE:** To recognize and honor the efforts of the American Service Members and Public Safety Personnel.
3. **ROLL CALL:** Board Members: Kim Olson, Pat Garrahan, Keith Hafley, Sam Harris, Tim Runion, Ken Glissman, Chris Allen, Pat Brown and Marcus Omlin.
Staff: Fire Chief Jason Robitaille and Rose Beristianos
4. **PUBLIC COMMENT:** The public may address the Board on any item of interest that is not on the Agenda and is within the District's jurisdiction. For items that are on the agenda, public comment will be heard when the item is discussed. The Chairman reserves the right to limit each speaker to three (3) minutes per person and 15 minutes per topic. Ralph M. Brown Act Gov. (Code, § 54954.3(b).) By law, the Board of Directors cannot make decisions on matters not on the agenda. Ralph M. Brown Act Gov. (Code, § 54954.2(a).)
5. **CLOSED SESSION PUBLIC EMPLOYMENT 5:00 pm:** Pursuant to Government Code Section 54957 (b) (1): Fire Chief
6. **CONSENT CALENDAR:** The Consent Calendar includes routine financial and administrative actions and is usually approved by a single majority vote. There will be no discussion on these items prior to voting on the motion unless Board Members, the public or staff request specific items be discussed and/or removed from the Consent Calendar.
 - A. Approval of Draft Minutes: November 27, 2017 Regular Meeting
 - B. Approval of Draft Minutes: November 20, 2017 Personnel, Finance Meeting
 - C. Approval of Transmittal dated 12/19/17 OH147975 \$17,385.55 regular bills

7. FINANCE BUSINESS

This agenda shall be made available upon request in alternative formats to persons with a disability, as required by the Americans With Disabilities Act of 1990 (42 U.S.C. § 12132 and the Ralph M. Brown Act (California Government Code § 54954.2). Persons requesting a disability related modification or accommodation in order to participate in the meeting should contact the office reflected above, during regular business hours, at least forty-eight hours prior to the time of the meeting.

A. Supplemental Transmittals

8. FIRE CHIEF'S REPORT

9. COMMITTEE REPORTS

- A. Finance Committee
- B. Personnel Committee

10. CORRESPONDENCE: Letter with donation, and multiple Thank you cards and letters from various Napa, Santa Rosa locations.

11. UNFINISHED BUSINESS: Since this Old Business has been discussed in prior meetings, the Chairman reserves the right to limit each speaker to three (3) minutes per person per topic. Ralph M. Brown Act Gov. (Code, § 54954.3(b).)

- A. Discussion/Action – Fire Prevention Ordinance
- B. Discussion/Action – Article ‘P’ Section 1
- C. Discussion/Action – Fire Impact Fee Nexus Study
- D. Discussion/Action – Administrative Assistant Position- Harris
- E. Discussion/Action – B/C positions
- F. Discussion/Action – JPA

12. NEW BUSINESS:

- A. Discussion/Action – Strike Team pass through
- B. Discussion/Action – SDRMA resolution

13. CLOSED SESSION:

Closed Session: A "Closed" or "Executive" Session of the Fire District Board may be held as required for items as follows: personnel matters; labor negotiations; security matters; providing instructions to real property negotiators; legal counsel regarding pending litigation; and protection of records exempt from public disclosure. Closed session will be held in the Fire Station and any announcements or discussion will be held at the same location following Closed Session. Reference California Government Section 94957.0

14. BOARD OF DIRECTOR AND FIRE CHIEF COMMENTS

15. ADJOURNMENT:

Next meeting scheduled for January 22, 2018

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Regular Meeting Minutes
Monday, November 27, 2017 7:00 PM

- 1. CALL TO ORDER/PLEDGE OF ALLEGIANCE**
- 2. MOMENT OF SILENCE:** To recognize and honor the efforts of the American Service Members and Public Safety Personnel.
- 3. ROLL CALL:** Board Members Present: Kim Olson, Pat Garrahan, Keith Hafley, Sam Harris, Ken Glissman, and Pat Brown.
Board Members absent: Tim Runion, Chris Allen, Marcus Omlin.
Staff: Fire Chief Jason Robitaille and Rose Beristianos
- 4. PUBLIC COMMENT:** Suzanne Butler spoke about the fire support team Back Yard BBQ fundraiser. She also mentioned December 18, 2017 will be Santa's Express and January 20th, 2018 will be the crab feed.
- 5. CONSENT CALENDAR:**
 - A. Approval of Draft Minutes: October 16, 2017 Regular Meeting – Item pulled by Pat Brown, board discussion. Motion by Sam Harris 2nd by Keith Hafley to approve. Vote 4-2-3
 - B. Approval of Transmittal dated 11/27/17 OH147742 \$16,002.90 regular bills, OH147740 \$6,244.54 October Cal Card, OH147741 \$5,521.06 November Cal Card Motion by Ken Glissman 2nd by Sam Harris to approve. Vote 5-1-3
- 6. FINANCE BUSINESS**
 - A. Supplemental Transmittals- OH147783 \$67,918.80. Payment for engine. Motion by Pat Garrahan 2nd by Ken Glissman to approve. Vote 6-0-3
- 7. FIRE CHIEF'S REPORT – Tabled**

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8. COMMITTEE REPORTS

- A. Finance Committee – Met the discussion was regarding the new Chief compensation.
- B. Personnel Committee – Met the discussion was regarding the new Chief compensation.

9. CORRESPONDENCE: Rose read the letter and the board acknowledged the Thank You letters

10. UNFINISHED BUSINESS:

- A. Discussion/Action – Fire Prevention Ordinance – Tabled
- B. Discussion/Action – Renting out Co.1 Board Discussion removing
- C. Discussion/Action – Article ‘P’ Section 1 - Tabled
- D. Discussion/Action – Fire Impact Fee Nexus Study – County to present 12/5/17
- E. Discussion/Action – Administrative Assistant Position- Harris Discussion no action
- F. Discussion/Action – Chief Job Announcement – Discussion removing
- G. Discussion/Action – B/C positions – Discussion no action

11. NEW BUSINESS:

- A. Discussion/Action – JPA – Draft was provided. No action yet will continue.
- B. Discussion /Action – Social Media Policy Kim Olson made the motion to have the policy be the Chief's discretion and it does not need to come to the board for approval. Pat Garrahan 2nd. Vote 5-1-3 Sam Harris opposed and wants to make sure that the board gets covered as well.
- C. Discussion/Action – Ad Hoc Committee – Fire Chief Selection Pat Brown provided his report of the committee and made the recommendation to the board. Pat motioned to hire Rich Dickinson and start salary negotiations. 2nd by Ken Glissman vote 6-0-3.

12. BOARD OF DIRECTOR AND FIRE CHIEF COMMENTS: Round table discussion, board welcomes Rich Dickinson.

13. ADJOURNMENT:

- A. Discussion/Action – Board discussed dates, board usually meets the first Friday of the month to swear in new members. Kim Olson made motion to not have a meeting the first Friday in December since there are no new members, Ken Glissman 2nd. Vote 6-0-3

Regular board meeting scheduled on Christmas. Dates discussed, meeting is scheduled for December 19, 2017. Closed session to began at 5pm with regular meeting at 7pm. Motion made by Ken Glissman 2nd by Keith Hafley to adjourn the meeting. Vote 6-0-3 Meeting adjourned at 8:18pm.

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Finance/Personnel Committee Meeting Draft Minutes
Monday November 20 2017 6:00 PM

1. **CALL TO ORDER/PLEDGE OF ALLEGIANCE 7:00 PM**
2. **MOMENT OF SILENCE:** To recognize and honor the efforts of the American Service Members and Public Safety Personnel.
3. **ROLL CALL:** Board Members Present: Sam Harris, Marcus Omlin, Chris Allen, Keith Hafley, and Kim Olson.
4. **PUBLIC COMMENT:** None
5. **NEW BUSINESS:**
 - A. Discussion – New Fire Chief Compensation Package, discussed and agreed upon
 - B. Discussion- 24/7 Chief Officer Coverage Plan discussed leaving up to new Chief
6. **CLOSED SESSION:** None
7. **ADJOURNMENT:** 8:20 pm

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AP Entry Batch Proof

Batch ID: OH147975

Enter Date: 12/11/2017 Batch Status: BE User Total: 17,385.55

The undersigned, under penalty of perjury, states that the items on the attached claim are true and correct, that the amounts are properly due this claimant, and that no items have been previously paid. Furthermore, the articles or services specified in the attached claim were necessary, ordered for use by this department, and the articles or services have been delivered or performed as stated.

Authorized Signature: _____ Date: _____

Audited: _____
Distributed: _____
Paid: _____

User: BERISTIANOS,ROSE Batch Created By: BERISROS Date: 12/15/2017
 Report: Batch Proof (Auditor) Time: 15:38:39

<i>Inv Amt</i> 2,026.36	22030010	CALCO-FHJLJPA	5241	Office Expense	JL:	Separate Check:	Relate To:
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<i>Vendor:</i> 0040927	<u>LES SCHWAB TIRE INC</u>	PO BOX 695	JACKSON	CA	95642-0695	REFUND	FY RETURN
Division Code: SPD2	Check Stock: AP	Tax Code:				<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
<i>Inv Amt</i> 539.48	22030010	CALCO-FHJLJPA	5241	Office Expense	JL:	Separate Check:	Relate To: EX
<i>Invoice Date:</i> <u>11/21/2017</u>	<i>Invoice #:</i> 2203112117	REIMBURSEMENT UNIFORM			<i>Secondary Ref:</i>	<i>PO#:</i>	
<i>Vendor:</i> W009777	<u>DICKINSON, RICHARD</u>	3099 STAGECOACH CT	VALLEY SPRINGS	CA	95252	REFUND	FY RETURN
Division Code: SPD2	Check Stock: AP	Tax Code:				<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
<i>Inv Amt</i> 92.46	22030010	CALCO-FHJLJPA	5241	Office Expense	JL:	Separate Check:	Relate To: EX
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<i>Vendor:</i> W009777	<u>DICKINSON, RICHARD</u>	3099 STAGECOACH CT	VALLEY SPRINGS	CA	95252	REFUND	FY RETURN
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<i>Invoice Date:</i> <u>12/01/2017</u>	<i>Invoice #:</i> 2203120117	DECEMBER 2017			<i>Secondary Ref:</i>	<i>PO#:</i>	
<i>Vendor:</i> W008928	<u>WADDELL AND REED INC</u>	1776 W MARCH LANE STE 360	STOCKTON	CA	95207	REFUND	FY RETURN
Division Code: SPD2	Check Stock: AP	Tax Code:				<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> RD
<i>Inv Amt</i> 198.86	22030010	CALCO-FHJLJPA	5241	Office Expense	JL:	Separate Check:	Relate To:
<i>Invoice Date:</i> <u>12/12/2017</u>	<i>Invoice #:</i> 756839	ACCT# 90197			<i>Secondary Ref:</i>	<i>PO#:</i>	
<i>Vendor:</i> 0038243	<u>HUNT AND SONS INC</u>	PO BOX 277670	SACRAMENTO	CA	95827	REFUND	FY RETURN
Division Code: SPD2	Check Stock: AP	Tax Code:				<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>

AP Entry Batch Proof

Batch ID: **OH147975**

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		<p>REFUND <input type="text"/> FY <input type="text"/> RETURN <input type="text"/></p>	
<p>Inv Amt 658.33 22030010 CALCO-FHJLJPA 5241 Office Expense Invoice Date: <input type="text" value="11/20/2017"/> Invoice #: 745238 ACCT# 90197 Vendor: 0038243 HUNT AND SONS INC PO BOX 277670 SACRAMENTO CA 95827 Division Code: SPD2 Check Stock: AP Tax Code:</p>	<p>JL: Secondary Ref:</p>	<p>Separate Check: PO#:</p>	<p>Relate To:</p>
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<p>Inv Amt 1,000.00 22030010 CALCO-FHJLJPA 5241 Office Expense Invoice Date: <input type="text" value="11/30/2017"/> Invoice #: 2203113017 NOV 2017 INVOICE Vendor: 0041402 BERISTIANOS, ROSEMARIE 3573 BERKESEY LANE VALLEY SPRINGS CA 95252 Division Code: SPD2 Check Stock: AP Tax Code:</p>	<p>JL: Secondary Ref:</p>	<p>Separate Check: PO#:</p>	<p>Relate To:</p>
		<p>REFUND <input type="text"/> FY <input type="text"/> RETURN <input type="text" value="RD"/></p>	
<p>Inv Amt 250.00 22030010 CALCO-FHJLJPA 5241 Office Expense Invoice Date: <input type="text" value="12/04/2017"/> Invoice #: 90987 CALAVERAS CONSOLIDATED FIRE Vendor: 0041553 GEISZLER CPA, ANTIONET 1743 GRAND CANAL BLVD STE 10 STOCKTON CA 95207 Division Code: SPD2 Check Stock: AP Tax Code:</p>	<p>JL: Secondary Ref:</p>	<p>Separate Check: PO#:</p>	<p>Relate To:</p>
		<p>REFUND <input type="text"/> FY <input type="text"/> RETURN <input type="text"/></p>	
<p>Inv Amt 283.00 22030010 CALCO-FHJLJPA 5241 Office Expense Invoice Date: <input type="text" value="11/09/2017"/> Invoice #: 84552 ACCT# CC0JLF Vendor: W000798 COLUMBIA COMMUNICATIC 22480 PARROTTS FERRY ROAD COLUMBIA CA 95310 Division Code: SPD2 Check Stock: AP Tax Code:</p>	<p>JL: Secondary Ref:</p>	<p>Separate Check: PO#:</p>	<p>Relate To:</p>
		<p>REFUND <input type="text"/> FY <input type="text"/> RETURN <input type="text"/></p>	
<p>Inv Amt 239.47 22030010 CALCO-FHJLJPA 5241 Office Expense Invoice Date: <input type="text" value="11/30/2017"/> Invoice #: 2203113017 ACCT ID# 101 Vendor: 0041580 VILLAGE GAS N MART INC 10 VISTA DEL LAGO DR VALLEY SPRINGS CA 95252 Division Code: SPD2 Check Stock: AP Tax Code:</p>	<p>JL: Secondary Ref:</p>	<p>Separate Check: PO#:</p>	<p>Relate To:</p>
		<p>REFUND <input type="text"/> FY <input type="text"/> RETURN <input type="text"/></p>	

AP Entry Batch Proof

Batch ID: **OH147975**

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<i>Vendor:</i> 0025112	<u>SCOTTS DISTRIBUTING</u>	PO BOX 481	ANGELS CAMP	CA 95222		<input type="text" value=""/>	<input type="text" value=""/>
<i>Division Code:</i> SPD2	<i>Check Stock:</i> AP	<i>Tax Code:</i>				<input type="text" value=""/>	<input type="text" value=""/>
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<i>Vendor:</i> 0033258	<u>REPORTING SYSTEMS INC</u>	2200 RIMLAND DR SUITE 305	BELLINGHAM	WA 98226		<input type="text" value=""/>	<input type="text" value=""/>
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<i>Vendor:</i> 0036364	<u>ADVANTAGE GEAR INC</u>	4670 PACIFIC ST STE 100	ROCKLIN	CA 95677		<input type="text" value=""/>	<input type="text" value=""/>
<i>Division Code:</i> SPD2	<i>Check Stock:</i> AP	<i>Tax Code:</i>				<input type="text" value=""/>	<input type="text" value=""/>
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<i>Vendor:</i> W009602	<u>MCINTURE, GREGORY</u>	6579 BERGSMA LANE	VALLEY SPRINGS	CA 95252		<input type="text" value=""/>	<input type="text" value=""/>
<i>Division Code:</i> SPD2	<i>Check Stock:</i> AP	<i>Tax Code:</i>				<input type="text" value=""/>	<input type="text" value=""/>
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<i>Invoice Date:</i> <input type="text" value="11/26/2017"/>	<i>Invoice #:</i> 2203112617	EMERG MED TECH REIMBURSEMENT			<i>Secondary Ref:</i>	<i>PO#:</i>	
<i>Vendor:</i> W009602	<u>MCINTURE, GREGORY</u>	6579 BERGSMA LANE	VALLEY SPRINGS	CA 95252		<input type="text" value=""/>	<input type="text" value=""/>
<i>Division Code:</i> SPD2	<i>Check Stock:</i> AP	<i>Tax Code:</i>				<input type="text" value=""/>	<input type="text" value=""/>
<i>Inv Amt</i> 1,515.07	22030010	CALCO-FHJLJPA	5001	Salaries/Wages - Permanent	JL:	Separate Check:	Relate To:
<i>Invoice Date:</i> <input type="text" value="11/21/2017"/>	<i>Invoice #:</i> L195619232	ACCT# 288-7046-7			<i>Secondary Ref:</i>	<i>PO#:</i>	
<i>Vendor:</i> 0037637	<u>EMPLOYMENT DEVELOPM</u>	PO BOX 826219	SACRAMENTO	CA 94230-6219		<input type="text" value=""/>	<input type="text" value="RD"/>
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<i>Vendor:</i> 0041428	<u>VAN UNEN/MIERSMA PROP</u>	PO BOX 96	RIPON	CA 95366		<input type="text" value=""/>	<input type="text" value=""/>
<i>Division Code:</i> SPD2	<i>Check Stock:</i> AP	<i>Tax Code:</i>				<input type="text" value=""/>	<input type="text" value=""/>

AP Entry Batch Proof

Batch ID: OH147975

<i>Inv Amt</i> 1.11	22030010	CALCO-FHJLJPA	5241	Office Expense	JL:	Separate Check:	Relate To:	
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<i>Vendor:</i> 0039611	CALAVERAS AUTO SUPPLY PO BOX 1510		SAN ANDREAS CA 95249			REFUND	FY	RETURN
<i>Division Code:</i> SPD2	<i>Check Stock:</i> AP	<i>Tax Code:</i>				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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<i>Vendor:</i> 0002183	SENDERS MARKET INC PO BOX 197		MOUNTAIN RANCF CA 95246			REFUND	FY	RETURN
<i>Division Code:</i> SPD2	<i>Check Stock:</i> AP	<i>Tax Code:</i>				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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<i>Invoice Date:</i> 12/01/2017	<i>Invoice #:</i> C1009398	ACCT# PIE-0019			<i>Secondary Ref:</i>	<i>PO#:</i>		
<i>Vendor:</i> W007765	GOLDEN STATE EMERGEN 7400 REESE ROAD		SACRAMENTO CA 95828			REFUND	FY	RETURN
<i>Division Code:</i> SPD2	<i>Check Stock:</i> AP	<i>Tax Code:</i>				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>System Messages:</i>						Total	17,385.55	

**JOINT POWERS AGREEMENT
OF
CALAVERAS COUNTY FIRE
JOINT POWERS AUTHORITY**

This Joint Powers Agreement (the "Agreement") is made and entered into in the County of Calaveras, State of California, by and between the CALAVERAS CONSOLIDATED FIRE, ANGELS CAMP FIRE DEPARTMENT, ALTAVILLE-MELONES FIRE PROTECTION DISTRICT, CENTRAL CALAVERAS FIRE PROTECTION DISTRICT, COPPEROPOLIS FIRE PROTECTION DISTRICT, WEST POINT FIRE PROTECTION DISTRICT, EBBETTS PASS FIRE PROTECTION DISTRICT, MURPHYS FIRE PROTECTION DISTRICT, SAN ANDREAS FIRE PROTECTION DISTRICT AND MOKELUMNE HILL FIRE PROTECTION DISTRICT., a fire protection district formed and operating pursuant to the provisions of California Health and Safety Code Section 13800 et seq., and a political subdivision of the State of California (hereinafter "Calaveras County Fire Authority"), and together, the "Member Agencies"), and any other public agencies in the State of California who may hereafter execute this Joint Powers Agreement and become a Member Agency of this Authority pursuant to the provisions of California Government Code Section 6500 et seq.

RECITALS

WHEREAS, each of the Member Agencies who have executed this Agreement is a "public agency" as that term is defined in Section 6500 of the California Government Code; and

WHEREAS, California Government Code Section 6500 et seq. provides that two or more public agencies may by agreement jointly exercise any power common to the contracting parties; and

WHEREAS, each of the parties to this Agreement has the power to provide one or more of the following services to the public pursuant to the provisions of California Health and Safety Code Section 13800 et seq.: (1) fire suppression services; (2) emergency medical services; (3) hazardous material response services; (4) medical transport and ambulance services; (5) rescue services; and

WHEREAS, there is a need among the Member Agencies for coordinated planning, administration, operation and financing of the provision of fire suppression services, emergency medical services, hazardous material response services, support services, medical transport and ambulance services, rescue services, volunteer and employee training programs and California Fire Code enforcement and inspection activities for the benefit of the public within their respective jurisdictional boundaries in order to obtain the maximum public benefit from the expenditure of public funds by the Member Agencies for such services; and

WHEREAS, the Member Agencies find that consolidating the administration, planning, financing, and provision of fire suppression and emergency services within their respective jurisdictional boundaries will reduce the duplication of facilities, equipment, labor,

administration, materials and supplies, planning, training, and provision of fire suppression and emergency medical and rescue services; and

WHEREAS, there is a need among the Member Agencies for coordinated planning for the provision of education and training services to their respective personnel and for the provision of fire suppression and emergency medical and rescue services within their respective boundaries; and

WHEREAS, the Member Agencies find that the consolidation and coordination of the provision of fire suppression and emergency medical and rescue services will provide a higher level of service to the public for less cost that can be achieved by each Member Agency providing such services independently; and

WHEREAS, the Member Agencies desire to form a partnership based on these common goals and policies in order to increase the efficiency in the provision of fire suppression and emergency medical and rescue services to the public; and

WHEREAS, each of the Member Agencies which are parties to this Agreement desire to join together with other public agencies within Calaveras County who provide similar fire suppression and emergency medical and rescue services to collectively establish, operate, manage and administer such fire suppression and emergency medical and rescue services pursuant to the terms of this Agreement; and

WHEREAS, each of the Member Agencies which are parties to this Agreement find it to be to its mutual advantage and in the public benefit to jointly exercise any and all powers common to each of them including, but not limited to the provision of fire suppression services, emergency medical services, hazardous material response services, medical transport and ambulance services, rescue services, firefighter and volunteer training and education programs, California Fire Code inspection and enforcement activities as permitted pursuant to the Joint Powers Act at California Government Code Section 6500 et seq.; and

WHEREAS, California Health and Safety Code Section 13861(j) authorizes fire protection districts to enter into joint powers agreements pursuant to Government Code Section 6500 et seq.; and

WHEREAS, California Government Code Section 6502 provides that it is not necessary for any power common to the Member Agencies executing this Agreement to be exercisable by each such Member Agency with respect to the geographical area in which such power is to be jointly exercised; and

WHEREAS, it is the desire of the Member Agencies which have executed this Agreement to enter into this Agreement to better define the existence, functions, and manner and method of operations of this Joint Powers Authority, and to specify the manner in which a cooperative working relationship can be established to coordinate the efficient delivery of fire

suppression and emergency medical and rescue services to members of the public within Calaveras County; and

WHEREAS, by execution of this Agreement, each Member Agency finds that it is to its mutual advantage and in the best interests of all the Member Agencies executing this Agreement to establish this Joint Powers Authority for the purposes specified herein.

NOW THEREFORE, for and in consideration of the execution of this Agreement by other Agencies, each of the parties hereto does hereby agree as follows:

SECTION 1: PURPOSE

It is the purpose of this Agreement to establish, pursuant to the Joint Exercise of Powers Act, an authority to be known as the CALAVERAS COUNTY FIRE PROTECTION JOINT POWERS AUTHORITY (hereinafter the "Authority") for and with the purpose of coordinating and consolidating the administration, operation, management and delivery of fire suppression services, emergency medical services, hazardous material response services, medical transport and ambulance services, rescue services, training and education services, and California Fire Code inspection and enforcement activities for the benefit of the public within the respective jurisdictional boundaries of each Member Agency who executes this Agreement and becomes a Member Agency of the Authority. This Agreement is entered into by each Member Agency in order to jointly fund, administer, operate and manage the delivery of such services. It the further purpose of this Agreement to make more efficient use of the common powers of participating Member Agencies to provide such fire suppression and emergency medical and rescue services to the public in order to increase the efficiency of the delivery of such services and decrease the costs of providing such services to the public.

To achieve such purposes, the Authority and its participating Member Agencies who have executed this Agreement are hereby granted the authority to enter into agreements with themselves and other third parties that specifically govern and define their respective rights, obligations, duties and entitlements related to the planning, administration, operation, financing and delivery of such fire suppression and emergency medical and rescue services. These purposes shall be accomplished through a joint exercise of powers by said Member Agencies pursuant to the terms and conditions of this Agreement which creates a separate Joint Powers Authority known as the Calaveras County Fire Protection Joint Powers Authority.

SECTION 2: CREATION OF JOINT POWERS AUTHORITY

Pursuant to Section 6500 et seq. of the California Government Code, there is hereby created a public entity separate and apart from the parties hereto, to be known as the Calaveras County Fire Protection Joint Powers Authority (the "Authority"). A notice of this Agreement shall be filed with the Secretary of State within 30 days after the effective date as required by Government Code Section 6503.5.

SECTION 3: MEMBERSHIP

Each Member Agency which is a party to this Agreement must be a public agency which is duly organized and existing under the laws of the State of California with the power to provide at least one of the following services: (1) fire suppression services, (2) emergency medical services, (3) hazardous material response services (4) medical transport and/or ambulance services; (5) rescue services; (6) fire and rescue education and training programs; (7) California Fire Code inspection and enforcement activities; (8) fire and emergency dispatch services within the geographical area comprising Calaveras County. Each Member Agency must be approved for participation in the Authority in the manner provided in the Bylaws of the Authority.

SECTION 4: PARTIES TO AGREEMENT

Each Member Agency which has signed this Agreement certifies that it intends to and does contract with the Authority, and with all other Member Agencies who have signed this Agreement, and, in addition, with each Member Agency which may later be added as a party to and may sign this Agreement. Each Member Agency which has or may hereafter sign this Agreement also certifies that the deletion of any Member Agency from this Agreement by voluntary withdrawal, involuntary termination, or otherwise, shall not affect this Agreement nor each Member Agency's intent to contract as described above with the then remaining Member Agencies.

SECTION 5: TERM OF AGREEMENT

After becoming effective upon the execution of this Agreement by all participating parties as the initial signatory Member Agencies who have been admitted to membership in the Authority, this Agreement shall continue thereafter until terminated as provided herein. This Agreement shall become effective as to each initial signatory Agency of the Authority upon the date of its execution by such Member Agencies; and shall become effective as to Member Agencies who later execute this Agreement upon approval of each Member Agency's membership by the Board of Directors of the Authority, execution of this Agreement by such Member Agency and by the Authority, and by payment by each Member Agency of any initial contributions required for participation in the coordinated and consolidated programs and services offered by the Authority for the benefit of the public.

SECTION 6: POWERS OF THE AUTHORITY

The Authority shall have all the powers common to its participating Member Agencies and all additional powers set forth in the Joint Powers Authority Act relating to the creation, establishment, financing, use, operation, administration, management and delivery of fire suppression and emergency medical and rescue services for the benefit of the public located within the jurisdictional boundaries of any of the participating Member Agencies. This Joint Powers Authority hereby is authorized to do all acts necessary for the exercise of said common powers, including, but not limited to, any or all of the following:

- (a) to make and enter into contracts;
- (b) to employ agents and employees and/or to contract for services from third parties;
- (c) to incur debts, liabilities and obligations;
- (d) to acquire property by gift, grant, exchange, devise, or purchase;
- (e) to hold, lease, convey, sell, encumber, or dispose of property;
- (f) to acquire, construct, manage, maintain or operate any building, works, equipment, or improvements;
- (g) to sue and to be sued in its own name;
- (h) to receive monetary contributions and donations of property, funds, labor, services, equipment, apparatus, and other forms of assistance from Member Agencies, or from other persons, firms, corporations and other governmental entities;
- (i) to receive contributions and donations of property, funds, services and other forms of assistance from persons, firms, corporations, and other governmental entities;
- (j) to issue or caused to be issue bonded and other indebtedness, and pledge any property or revenues as security to the extent permitted by law by Articles 2 and 4, Chapter 5, Division 7, Title 1 of the Government Code or otherwise including, but not limited to, bonds or other evidences of indebtedness issued on behalf of the Authority or its member Agencies;
- (k) obtain in its own name all necessary permits, licenses, certifications, authorizations, opinions and rulings;
- (l) whenever necessary to facilitate the exercise of its powers, to form and administer nonprofit corporations to perform one or more of the functions which the Authority is empowered to perform, or to perform any other proper corporate function, and to enter into agreements with such nonprofit corporations;
- (m) exercise all powers incidental, necessary and proper to carry out the terms and provisions of this Agreement.

SECTION 7: BOARD OF DIRECTORS

All powers of the Authority shall be exercised by and through its Board of Directors. Said Board of Directors is hereby designated as the agency to administer and execute this Agreement pursuant to Government Code Section 6506. The Board of Directors shall be composed of the Fire Chief of each participating agency, as an initial signatory Member Agency to this Agreement, and the ten (10) serving members of The Board of Directors of the Authority shall have a minimum membership of five (5) members and a maximum membership of 10 members. The Board of Directors shall have the discretion to appoint additional members to the Board of Directors in the event that additional Member Agencies in addition to the initial signatory Member Agencies

execute this Agreement and become a Member Agency of the Authority. In such event the Board of Directors may appoint one or more current elected and then serving members of the Board of Directors of the new Member Agency to the Board of Directors of the Authority. Each member of the Board of Directors shall have one vote. The Board of Directors shall have the authority to conduct all business and govern all affairs of this Joint Powers Authority under the provisions hereof and pursuant to law and shall have such powers and functions as are provided for herein, in the Bylaws, or by law.

SECTION 8: POWERS OF THE BOARD OF DIRECTORS

The Board of Directors shall have the following powers:

- (a) Exercise all powers and conduct all business of this Joint Powers Authority.
- (b) Determine the manner and method of providing the fire suppression, emergency medical and rescue services authorized by this Agreement including but not limited to: (1) any contributions from the treasuries of the Member Agencies required to provide the fire suppression and emergency medical and rescue services authorized by this Agreement; (2) determine the amount and method of payment of public funds which may be made by the Member Agencies to defray the costs of providing such services; and (3) provide for the advancement of public funds on behalf of one or more Member Agencies to the Authority in order to facilitate the provision of services authorized by this Agreement and to determine the manner and method by which such advances will be repaid; and (4) determine the manner, method and procedure by which personnel, equipment, apparatus, or property of one or more of the Member Agencies may be loaned to the Authority in lieu of monetary contributions or advances of funds from the treasuries of such Member Agencies.
- (c) Contract for various services to be provided to the Authority including, but not limited to, legal services, accountancy services, auditing services, capital improvement and equipment financing services, risk management services, and special tax, assessment and fee development services.
- (d) Appoint committees; appoint staff or designate staff from Member Agencies to provide services on behalf of the Authority; and employ such persons as the Board of Directors deems necessary for the administration of this Joint Powers Authority and the effective provision of services by this Joint Powers Authority, or alternatively designate employees of Member Agencies to perform such services on behalf of the Authority.
- (e) Determine and purchase all necessary insurance coverage to protect the District and its funds in the delivery of fire suppression and emergency medical and rescue services by the Authority.
- (f) Determine and collect contributions and/or advances of public funds from the treasuries of Member Agencies or determine the manner and method

of donation of personnel, equipment, apparatus or property by one or more of the Member Agencies to the Authority in consideration for participation in the consolidated delivery of fire suppression and emergency medical and rescue services by the Member Agencies of the Authority.

- (g) Deposit all funds received by the Authority in separate bank accounts in the name of the Authority.
- (h) Invest funds on hand in any manner authorized by law for the investment of funds of a public agency.
- (i) Direct the payment, adjustment, and defense of all claims filed by third parties which allege liability of Member Agencies of the Authority during the period of their membership in and participation in the Authority.
- (j) Expend funds of the Authority only for the purpose of carrying out the provisions of the Joint Powers Agreement and the Bylaws as they now exist or may hereafter be amended.
- (k) Purchase liability insurance, directors and officers liability insurance, and such other insurance as the Board of Directors may deem necessary or proper in order to protect the Authority, its employees and the Member Agencies and their personnel.
- (l) Obtain a fidelity bond in such amount as the Board of Directors may determine for any person or persons who have charge of or the authority to expend funds of the Authority.
- (m) Acquire property, equipment, apparatus, and/or materials and supplies by gift, grant, exchange, lease, devise, or purchase; or hold, lease, convey, sell, encumber, or dispose of all such property, equipment, apparatus, and/or materials and supplies necessary or appropriate to carry out the powers and operations of the Authority.
- (n) Establish bylaws as well as policies and procedures for the operation and administration of the Authority.
- (o) Enter into any and all contracts or agreements necessary or appropriate to carryout the purposes and functions of the Authority.

SECTION 9: RESTRICTIONS ON POWER

Such powers enumerated in Section 6 hereof are subject to the restrictions upon the manner of exercising power by a Fire Protection District formed and operating pursuant to the provisions of Health and Safety Code Section 13800 et seq. or its successor, pursuant to California Government Code Section 6509.

SECTION 10: ADMINISTRATIVE SERVICES

Pursuant to California Government Code Section 6506, under the direction of the Board of Directors of the Authority, _____, an initial signatory Member Agency of the Authority, shall provide all administrative services to the Authority under the direction of the Board of Directors of the Authority on a continuing basis. In consideration for such administrative

services, the Board of Directors of Authority may agree to payments of an annual administrative fee to _____ as agreed upon from time to time in consideration for the provision of such administrative services, or, in the alternative, _____ and the Board of Directors of the Authority may provide for the mutual exchange of services without payment of any monetary consideration other than such services.

SECTION 11: BYLAWS

The Bylaws of the Authority, a copy of which is attached hereto and marked Exhibit A, are hereby incorporated into this Agreement and made a part hereof. Each party to this Agreement by the execution hereof agrees to be bound by and to comply with all the terms and conditions of this Agreement and of said Bylaws as they now exist or may hereafter be amended. The Authority shall operate and conduct its business and affairs pursuant to the terms of this Agreement and said Bylaws.

SECTION 12: WITHDRAWAL OR INVOLUNTARY TERMINATION

Any Member Agency, after completing three complete fiscal years as a Member Agency, may voluntarily withdraw from membership in the Authority as provided in the Bylaws; or a Member Agency may be involuntarily terminated from membership in the Authority as provided in the Bylaws. Such withdrawal by or involuntary termination of a Member Agency shall not terminate this Agreement as to the remaining Member Agencies or the existence of the Authority. Said withdrawing or terminated Member Agency shall remain subject to any and all outstanding obligations arising out of any agreements to which said withdrawn or terminated Member Agency is a signatory.

SECTION 13: TERMINATION OF AUTHORITY

The Authority may be terminated at any time upon the agreement of all of the then participating Member Agencies, provided, however, that the Authority shall continue to exist for the purpose of disposing of all claims, distribution of all assets, and all other functions necessary to wind up the affairs of the Authority. Upon termination, and after making proper provisions for the winding up of the affairs of the Authority, the Authority shall pay to the then participating Member Agencies their pro rata share of the net assets of the Authority pursuant to the provisions of the Bylaws.

SECTION 14: AMENDMENTS

This Joint Powers Agreement may be amended by an amendment in writing signed by all of the Member Agencies then parties to this Agreement. Upon signature of any amendment by all of the then participating Member Agencies, any Member Agency failing or refusing to sign such amendment may be involuntarily terminated as a party to this Agreement as provided in the Bylaws.

SECTION 15: ENFORCEMENT

The Authority is hereby granted authority to enforce this Agreement. In the event action is instituted to enforce any term of this Agreement or any term of the Bylaws against any Member Agency which has signed this Agreement, the Member Agency agrees to pay such sums as the court may fix as attorneys fees and costs incurred by the Authority in enforcing this Agreement in said action.

SECTION 16: NON-LIABILITY OF MEMBER AGENCIES

Pursuant to Government Code Section 6508.1, the debts, liabilities and obligations of the Authority shall not be the debts, liabilities or obligations of the Member Agencies which are parties to the Joint Powers Agreement, unless assumed in a particular case by resolution of the legislative body of a participating Member Agency.

SECTION 17: NON-LIABILITY OF DIRECTORS, OFFICERS, ADMINISTRATOR, AGENTS AND EMPLOYEES

The Authority and its directors, officers, administrator, agents, and employees shall not be liable to the Authority, to any participating member Agency, or to any other person for any actual or alleged breach of duty, mistake of judgment, neglect, error, misstatement, misleading statement, or any other act or omission in the performance of their duties hereunder; for any action taken or admitted by any director, officer, administrator, agent, or employee, for loss incurred through the investment or failure to invest funds; or loss attributable to any failure or omission to procure or maintain insurance; except in the event of fraud, gross negligence, or intentional misconduct of such director, officer, administrator, agent, or employee. No director, officer, administrator, agent, or employee shall be liable for any action taken or omitted by any other director, officer, administrator, agent, or employee.

SECTION 18: INDEMNIFICATION OF BOARD OF DIRECTORS, OFFICERS, ADMINISTRATOR, AGENTS, AND EMPLOYEES

As a public entity, the Authority shall defend and shall indemnify and hold harmless its directors, officers, administrator, agents, and employees against any claim or action arising out of any act or omission occurring within the scope of employment for Authority pursuant to the provisions of Division 3.6, Title 1, of the California Government Code, commencing at Government Code Section 810. The Authority may purchase insurance to provide coverage for acts or omissions of its directors, officers, administrator, agents and employees, pursuant to the Authority bylaws.

SECTION 19: MISCELLANEOUS PROVISIONS

(a) This Agreement shall bind and inure to the successors in interest of the Authority and to the successors in interest of each participating Member Agency in the same manner as if such parties had been expressly named herein.

(b) This Agreement shall be governed by the laws of the State of California. This Agreement together with the documents incorporated into the Agreement by reference constitute the entire Agreement between the parties regarding its subject matter. If any provisions in this Agreement are held by any court to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall nevertheless continue in full force and effect.

SECTION 20: EXECUTION IN COUNTERPARTS

This Agreement may be executed in one or more counterparts and shall be as fully effective as though executed in one document.

(Name of Public Agency)

By: _____
President

By: _____
Secretary

EXECUTION BY AUTHORITY

The Authority (the Joint Powers Authority created by this Joint Powers Agreement), hereby executes this Agreement and accepts the Agency named above as a Member Agency in the Authority subject to all the terms and conditions set forth in this Joint Powers Agreement and in the Bylaws, effective on _____, 2017.

AUTHORITY

By: _____
Chairman of the Board of Directors

By: _____
Secretary of the Board of Directors

RESOLUTION NO. 20171219A

A RESOLUTION OF THE GOVERNING BODY OF CALAVERAS CONSOLIDATED FIRE PROTECTION DISTRICT, DECLARING THAT GOVERNING BODY MEMBERS AND VOLUNTEERS SHALL BE DEEMED TO BE EMPLOYEES OF THE DISTRICT FOR THE PURPOSE OF PROVIDING WORKERS COMPENSATION COVERAGE FOR SAID CERTAIN INDIVIDUALS WHILE PROVIDING THEIR SERVICES

WHEREAS, the Calaveras Consolidated Fire Protection District utilizes the sendees of the Governing Body Members and Volunteers; and

WHEREAS, Section 3363.5 of the California Labor Code provides that a person who performs voluntary service for a public agency as designated and authorized by the Governing Body of the agency or its designee, shall, upon adoption of a resolution by the Governing Body of the agency so declaring, be deemed to be an employee of the agency for the purpose of Division 4 of said Labor Code while performing such services; and

WHEREAS, the Governing body wishes to extend Workers' Compensation coverage as provided by State law to the following designated categories of persons as indicated by checkmark in the box to the left of the descriptions:

All Members of the Governing Body of Calaveras Consolidated Fire Protection District as presently or hereafter constituted and/or

All person performing voluntary services without pay other than meals, transportation, lodging or reimbursement for incidental expenses

Individuals on Work study programs

Interns

Other Volunteers

_____ [designate]

NOW, THEREFORE, BE IT RESOLVED that such persons coming within the categories specified above, including the duly elected or appointed replacements of any Governing Body Member and other designated individuals be deemed to be employees of the Calaveras Consolidated Fire Protection District for the purpose of Workers' Compensation coverage as provided in Division 4 of the Labor Code while performing such service. However, said Governing Body Members and other designated individuals will not be considered an employee of Calaveras Consolidated Fire Protect District for

any purpose other than for such Worker' Compensation coverage, nor grant nor enlarge upon any other right, duty, or responsibility of such Governing Body Members or other designated individuals, nor allow such persons to claim any other benefits or rights given to paid employees of Calaveras Consolidated Fire Protection District.

APPROVED, PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Calaveras Consolidated Fire Protection District this 19th day of December 2017 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chair, Board of Directors

ATTEST:

Secretary, Board of Directors