

GEORGETOWN FIRE DISTRICT
BOARD OF DIRECTORS
REGULAR MEETING
November 9, 2017, 9:00 AM
Station 61 – 6283 Main Street, Georgetown, CA 95634

AGENDA

ITEMS ON THE AGENDA MAY BE DEFERRED TO FUTURE MEETINGS

-
1. **CALL TO ORDER, ROLL CALL & PLEDGE OF ALLEGIANCE**
 2. **DIRECTOR'S ITEMS**
 3. **PUBLIC COMMENT** – At this time, public comment will be received on any item on the agenda. Individual comments will be limited to three minutes. The board reserves the right to open the meeting to public comment at any time by a majority vote.
 4. **CORRESPONDENCE - NONE**
 5. **CONSENT CALENDAR**
 - A. Approval of Meeting Minutes
 - i. Regular Meeting of October 12, 2017
 - ii. Special Meeting of October 18, 2017
 - B. Approve Bills/Deposits for District Fund 855700
 - i. Deposits on October 3 & 27, 2017
 - ii. Vouchers on October 3 & 6, 2017
 - C. Approve Bills/Deposits for JPA Fund 874000
 - i. Deposits on October 27, 2017
 - ii. Vouchers on October 3, 2017
 - D. Budget Year-to-Date Report
 6. **REGULAR MEETING ACTION ITEMS**
 - A. El Dorado County Indemnity Agreement, Resolution 2017-04
 - B. Department Forestry & Fire Protection Agreement #7FG17052, Resolution 2017-05
 - C. Review and Approve Fiscal Year 2017/2018 JPA Budget
 7. **CHIEF'S REPORT**
 - A. Budget/Revenue Report
 - B. Personnel Report
 - C. Apparatus Report
 - D. Facilities Report
 - E. JPA Report
 8. **DISCUSSION**
 - A. Funding options for new Fire Engine
 - B. Capital Improvement Plan Initial Review
 - C. Review and Update of District Administrative Code
 9. **ADJOURNMENT** – Next meeting December 14, 2017 9:00 am

Georgetown Fire Protection District

Annual Schedule of Recurring Board of Directors Items

January

- Elect President and Vice-President
- Capital Improvement Plan Review and Approval
- Fire Chief's Annual Report – summarizing status and activities of the District, Personnel, Facilities, Equipment and Volunteer Department
- Year-to-Date Budget Performance Review

February

- Conflict of Interest – Form 700 Completion
- Present Joint Powers Authority Annual Audit Report
- Year-to-Date Budget Performance Review
- Current Year Budget Revision – Six Month Review Workshop

March

- Preliminary Joint Powers Authority Budget Review and Approval
- GOG Emergency Medical Services CQIP Policy #307 Renewal (Resolution Required)
- Year-to-Date Budget Performance Review

April

- Declaration of Election, Requesting Election Services (Resolution Required, every other year)
- Development Impact Fee Annual Report Review and Approval
- Present District's Annual Audit Report
- Year-to-Date Budget Performance Review

May

- Operating Agreement with CAL FIRE Renewal (Authorization to the Fire Chief)
- Operating Agreement with US Forest Service Renewal (Authorization to the Fire Chief)
- Proposed Preliminary Budget for Upcoming Fiscal Year
- Year-to-Date Budget Performance Review

June

- Proposition 4 – Approve Appropriation Limits for upcoming Fiscal Year (Resolution Required)
- Fire Chief Performance Review (Closed Session)
- Year-to-Date Budget Performance Review

Georgetown Fire Protection District

Annual Schedule of Recurring Board of Directors Items

July

- Special Assessments – Approve Direct Charges Increase for Acct 1310 (Resolution Required)
- Select Firm to Conduct upcoming Fiscal Year Audit
- Year-to-Date Budget Performance Review

August

- Proposed Final Budget for upcoming Fiscal Year
- Special Assessments – Present Direct Charges Confirmation Letters
- Year-to-Date Budget Performance Review

September

- Adopt Final Budget for upcoming Fiscal Year (deadline of October 1st)
- Present Sally Zutter Letter regarding expected Property Tax Revenue
- Year-to-Date Budget Performance Review

October

- Renew CAL FIRE Grant
- Year-to-Date Budget Performance Review

November

- Capital Improvement Plan Initial Review
- Year-to-Date Budget Performance Review

December

- Capital Improvement Plan Update
- Year-to-Date Budget Performance Review

GEORGETOWN FIRE DISTRICT
BOARD OF DIRECTORS
REGULAR MEETING
October 12, 2017, 9:00 AM
Station 61 – 6283 Main Street, Georgetown, CA 95634

MINUTES

Directors Present: Patti Smith Rick Todd Rod Williams Craig Davis Larry Anderson
Staff Present: Fire Chief Schwab Admin Assistant Diana Sampson
Guests Present: *none*

=====

Call to Order, Roll Call & Pledge of Allegiance

Director Smith called the meeting to order at 9:01 a.m. and roll was taken.

Director's Items

Director Anderson suggested for next meeting that the Board discusses the rent received for the AT&T Tower in relation to the purchase of a new Engine.

Closed Session

- A. Pursuant to Government Code 54957.6, conference with labor negotiations; items under negotiation; Memorandum of Understanding with the Employee Group pertaining to wages and benefits; District negotiators are Directors Davis and Williams.

Return to Open Session

- A. Report presented to the Board, No Action Taken

Public Comment

None

Correspondence

None

Consent Calendar

- A. Approval of Meeting Minutes
 - a. Regular Meeting of September 14, 2017
 - b. Special Meeting of September 26, 2017
- B. No Deposits or Vouchers to approve for District Fund 855700
- C. No Deposits or Vouchers to approve for JPA Fund 874000
- D. Budget Year-to-Date Report, Fiscal Year 2016-2017

Director Anderson moved to approve the Consent Calendar as presented with Director Williams making the second. Motion passed 3-0.

Action Items

- A. Review and Approve JPA 2017/2018 Budget – *Tabled*

Chief's Report

- A. Financial Report
 - a. The Draft District Audit OPEB clarification
 - b. Development fee update from August 22nd BOS Meeting
Stalled at the "hold harmless" agreement – to be presented next regular meeting

- B. Personnel Report
 - a. Local Government Strike Team to Wind Complex (Nevada Co.)
 - b. **GEO WT62** is on “local hire” with CAL FIRE
 - c. Volunteer Captain Testing on hold for deployments
 - d. FF Monck is completing OSFM Ethical Leadership in the Classroom
 - e. Chief Schwab on vacation October 18-23rd
- C. Apparatus Report
 - a. **GEO E61** (BME) turbo charger
 - b. **OES E322** (HME/WestStates) cab mount and bodywork
 - c. **JPA M61** (2016 Dodge) tie rods, KnoxKey programming, door alignment
- D. Facilities Report
 - a. **GEO STA62** (Buckeye) concrete pour
- E. JPA Report
 - a. Adding half-time medic unit process continues; threat to Georgetown Fire
 - b. Dispatch services ‘Feasibility Study’ for EDH DRAFT is complete; waiting for Sac Regional’s report
 - c. ePCR will begin with EDC EMSA – Implementation date October 31st
- F. Calendar
 - a. Halloween – Tuesday, October 31st
 - b. Christmas Tree Lighting and Parade – Saturday, December 2nd
 - c. Holiday Party – Saturday, December 9th

Discussion

- A. Review and Update of District Administrative Code – *Tabled*

Adjournment - Next Regular Meeting November 9, 2017 at 9:00 am – *with a Special Meeting to be scheduled for October 18, 2018 at 9:00 am*

Director Williams moved to adjourn at 9:53 a.m., Director Anderson made the second. Motion passed 3-0.

Respectfully submitted,

Diana Sampson, Admin Assistant

Patti Smith, Board President

GEORGETOWN FIRE DISTRICT
BOARD OF DIRECTORS
SPECIAL MEETING
October 18, 2017, 8:30 PM
Station 61 – 6283 Main Street, Georgetown, CA 95634

MINUTES

Directors Present: Patti Smith Rick Todd Rod Williams Craig Davis Larry Anderson
Staff Present: Fire Chief Schwab Admin Assistant Diana Sampson
Guests Present: ENG Corinne Staves

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Call to Order, Roll Call & Pledge of Allegiance

*Director Smith called the meeting to order at 8:30 p.m. and roll was taken.
Director Davis attended the meeting via phone.*

Public Comment

None

Directors Items

- A. Director Williams moved to eliminate the Closed Session and proceed directly with the motion of action taken from the conversations of previous Closed Sessions on the same topic.

Director Williams moved to eliminate Closed Session, with Director Anderson making the second. Motion passed 3-0 (Director Davis had not yet called in to the meeting).

Closed Session

- A. Pursuant to Government Code 54957.6, conference with labor negotiations; items under negotiation; Memorandum of Understanding with the Employee Group pertaining to wages and benefits; District negotiators are Directors Davis and Williams.

Return to Open Session – Action Taken

- A. Memorandum of Understanding presented to the Board of Directors by the joint efforts of the Employee Group and the MOU Committee. MOU Effective Date of October 4, 2017 to institute a Cost of Living Adjustment of 3% for all Staff and Extra Help personnel (with the exception of the Fire Chief), and to increase the Health Benefit Cafeteria Plan by \$100.00 for all Staff and Retirees eligible for and currently receiving health insurance benefits (with the exception of the Fire Chief). This agreement shall be in effect for two (2) years of the signing date of October 4, 2017.
Director Williams moved to accept the MOU as presented, with Director Davis making the second. Motion passed 4-0.

Adjournment - Next Regular Meeting November 9, 2017 at 9:00 am.

Director Williams moved to adjourn at 8:39 p.m., Director Anderson made the second. Motion passed 4-0.

Respectfully submitted,

Diana Sampson, Admin Assistant

Patti Smith, Board President

EL DORADO COUNTY
DEPOSIT PERMIT

TREASURER HAS RECEIVED A DEPOSIT FROM

DATE 10/03/17

Georgetown Fire District

BY Diana Sampson

DEPARTMENT OR AGENCY NAME

ON ACCOUNT OF:

DEPOSITOR NUMBER 808557

DEPARTMENT / VENDOR NUMBER

Please See Attached \$ 9,472.69

FY 17-18

NUMBER OF LINES	5
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TRANS. * CODE TOTAL	500
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* TRANSACTION CODE NUMBER *

- * 100 = USE WITH A REVENUE SUB OBJECT (0100 THRU 2100)
- * 101 = USE WITH AN EXPENDITURE SUB OBJECT (3000 THRU 6044)
- * 102 = DEPOSIT INTO A TRUST FUND

COIN	
CURRENCY	
CHECKS	9,472.69
OFF - SITE	
DIRECT DEPOSIT / WIRE	

TOTAL DEPOSIT	9,472.69
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S	TRANS CODE NO *	INDEX CODE NUMBER	SUB OBJECT NUMBER	USER CODE NUMBER	DESCRIPTION (50 CHARACTERS MAX.)	AMOUNT
1	100	855700	1942		Restitution for M Gonzalve	16.66
2	100	855700	1940		Fire Reimbursement PO#F4073-17	416.76
3	100	855700	1940		Fire Reimbursement Mt. Murphy	840.84
4	100	855700	1940		Grant Reimbursement Redden Grp	6,698.43
5	100	855700	0420		Rent for Station 64 AT&T Contract	1,500.00
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JOE HARN, C.P.A. AUDITOR / CONTROLLER

C.L. RAFFETY, TREASURER / TAX COLLECTOR

BY _____

BY _____

DATE ____ / ____ / ____

DATE ____ / ____ / ____

DP #

CERTIFIED INTO THE
COUNTY TREASURY
UNDER SECTION 27008
GOVERNMENT CODE

BATCH DATE	
CODED BY	

EL DORADO COUNTY
DEPOSIT PERMIT

TREASURER HAS RECEIVED A DEPOSIT FROM

DATE 10/27/17

Georgetown Fire District

BY Diana Sampson

DEPARTMENT OR AGENCY NAME

ON ACCOUNT OF:

DEPOSITOR NUMBER 808557

DEPARTMENT / VENDOR NUMBER

County of El Dorado 10116282 \$ 16.66
State of California 08-014986 \$ 416.17
FASIS 8660 \$ 109.44

FY 17-18

COIN	
CURRENCY	
CHECKS	542.27
OFF - SITE	
DIRECT DEPOSIT / WIRE	

NUMBER OF LINES	3
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TRANS. * CODE TOTAL	301
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* TRANSACTION CODE NUMBER *

- * 100 = USE WITH A REVENUE SUB OBJECT (0100 THRU 2100)
- * 101 = USE WITH AN EXPENDITURE SUB OBJECT (3000 THRU 6044)
- * 102 = DEPOSIT INTO A TRUST FUND

TOTAL DEPOSIT	542.27
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S	TRANS CODE NO *	INDEX CODE NUMBER	SUB OBJECT NUMBER	USER CODE NUMBER	DESCRIPTION (50 CHARACTERS MAX.)	AMOUNT
1	100	855700	1942		Restitution for M Gonzalve	16.66
2	100	855700	1940		Office of Emerg Srvcs PO4107-17	416.17
3	101	855700	4101		Refund of Overpayment for EAP	109.44
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JOE HARN, C.P.A. AUDITOR / CONTROLLER

C.L. RAFFETY, TREASURER / TAX COLLECTOR

BY _____

BY _____

DATE ____ / ____ / ____

DATE ____ / ____ / ____

DP #

CERTIFIED INTO THE
COUNTY TREASURY
UNDER SECTION 27008
GOVERNMENT CODE

BATCH DATE	
CODED BY	

Vouchers #1 Payables Interface CV1 (Permanent Vendors) - Outside District		Record:		PLEASE INDICATE CHECK DISTRIBUTION METHOD IN THE SPACE BELOW:	
District Name: Georgetown Fire District		Number	Interfaced By		
Date: 11/7/2017		Copy:		US Mail:	<input type="checkbox"/>
Prepared By: Diana Sampson		Copied By		Return to District:	<input checked="" type="checkbox"/>
Contact Phone (ext): 530-333-4111		Scanned By		Call for pickup: Diana at 333-4111	
File Name: Gt Fire District 10.03.17		Audit: FY 17-18		Document Total: \$27,262.89	
		Audited By			

I HEREBY CERTIFY THAT THE ARTICLES OR SERVICES DESCRIBED BY THE INVOICE(S) ATTACHED AND LISTED BELOW WERE NECESSARY FOR USE BY THE DISTRICT AND HAVE BEEN DELIVERED OR PERFORMED AND THAT NO PRIOR CLAIM HAS BEEN PRESENTED FOR SAID ARTICLES OR SERVICES:

Authorizing signatures:										Date:
LINE NO.	TRANS CODE	INDEX CODE	SUB OBJECT	USER CODE NUMBER	AMOUNT	DESCRIPTION (LIMIT 50 CHARACTERS)	VENDOR NUMBER	VENDOR SUFFIX	SINGLE CHECK	VENDOR NAME
1	210	855700	4160		120.00	GF INV 17-4390 Installing Tires on C7100	004233	01		All Cycles
2	210	855700	4160		247.37	GF INV 17-4371 Breaks for C7100	004233	01		All Cycles
3	210	855700	4620		108.00	GF INV 605218315, 605218316, 605227071	002203	01		AMERIGAS
4	210	855700	4620		259.37	GF INV 3069490212 Propane Sta#63	002203	01		AMERIGAS
5	210	855700	4620		141.91	GF INV 3069490217 Propane Sta#65	002203	01		AMERIGAS
6	210	855700	4180		26.28	GF INV 78853 Locker Plates Sta 61 & 62	026093	01		Arnolds
7	210	855700	4020		46.55	GF INV 78600 XED Tags	026093	01		Arnolds
8	210	855700	4020		3.75	GF INV 78994	026093	01		Arnolds
9	210	855700	4040		80.67	GF ACCT 2306 310 Internet Service	000392	21		AT&T
10	210	855700	4040		202.16	GF INV 010289508 CalNET3	000392	22		AT&T CalNET
11	210	855700	4180		495.00	GF INV 26231 New Springs, Check Rollers, Serv	008292	01		California Overhead Door
12	210	855700	3040		9,217.44	GF INV 15070580 Health Ins DIST	002097	05		CalPERS
13	210	855700	4266		127.80	GF INV 2342221 Color/B&W Copies	003113	01		Caltronics
14	210	855700	4040		185.93	GF ACCT 0625992 Internet Services	015058	01		Comcast
15	210	855700	4040		5.99	GF ACCT 0006912 TV Service	015058	01		Comcast

16	210	855700	4040		190.68	GF ACCT 0625992 Internet	015058	01		Comcast
17	210	855700	4420		42.22	GF INV 55741848 Property Tax on Konica	006556	01		De Lage Landen
18	210	855700	4420		189.83	GF INV 56332951 Konica Rental	006556	01		De Lage Landen
19	210	855700	3044		1,655.82	GF INV BE002441877 Q4 Vision Ins DIST	000295	02		Delta Dental
20	210	855700	4162		118.27	GF INV 263615, 583, 658, 675, 089, 869, 867	007674	01		Divide Auto Parts
21	210	855700	4162		33.10	GF INV 264208, 238, 051	007674	01		Divide Auto Parts
22	210	855700	4085		225.35	GF INV 172608613 Refuse Disposal	000131	04		El Dorado Disposal
23	210	855700	4085		222.35	GF INV 172636122 Refuse Disposal	000131	04		El Dorado Disposal
24	210	855700	4020		44.81	GF INV 08270349 & 08270350	009613	01		Galls
25	210	855700	4162		49.48	GF INV 54941, 55105, 161, 234, 251	000719	01		Georgetown Hardware
26	210	855700	4197		53.63	GF INV 6761 Concrete Riser Lid	002535	01		Georgetown Pre Cast
27	210	855700	4180		296.80	GF INV 7062936, 4045435, 3590346	007576	08		Home Depot
28	210	855700	4461		242.48	GF INV INV125409 Swivel Adapters	004442	01		LN Curtis
29	210	855700	4460		1,598.03	GF INV 126582 WYE Valve x 5	004442	01		LN Curtis
30	210	855700	4161		48.46	GF INV 23517 Alum Tread Plate E264	028290	01		Monck, Nathaniel
31	210	855700	4164		869.20	GF INV K84542 Tires for C7100	005674	05		North State Tire
32	210	855700	4620		2,107.29	GF ACCT 7043441555-3	000395	03		PG&E
33	210	855700	4260		94.34	GF INV 9305935 Batteries	002101	01		Quill
34	210	855700	4162		1,236.08	GF INV 314960, 315849, 331420	000372	06		Riebes
35	210	855700	3044		64.76	GF INV 0058709 Vision Insurance DIST	004967	02		Superior Vision
36	210	855700	3044		64.76	GF INV 067637 Vision Insurance DIST	004967	02		Superior Vision
37	210	855700	4020		174.00	GF ACCT 0219 SEPT 17 Winter TShirt Advertism	010088	01		US Bank
38	210	855700	4022		183.74	GF INV Uniform Hansen & Schwab	010088	01		US Bank
39	210	855700	4060		203.15	Donna Root Reimb & Lunch Hansen/Schwab	010088	01		US Bank
40	210	855700	4160		60.00	GF ACCT 0219 SEPT 17 C7100 Alignmnet	010088	01		US Bank
41	210	855700	4162		954.03	GF ACCT 0219 AUG/SEPT 2017	010088	01		US Bank
42	210	855700	4180		1,142.25	GF ACCT 0219 SEPT 17 Ground Ladders Testing	010088	01		US Bank
43	210	855700	4197		217.73	GF ACCT 0219 AUG 17 Knox Box Locks	010088	01		US Bank
44	210	855700	4220		51.75	GF ACCT 0219 AUG 17 AFSS Membership DJS	010088	01		US Bank
45	210	855700	4260		62.00	GF ACCT 0219 AUG 17 Textbook Driver/Operato	010088	01		US Bank

46	210	855700	4261		149.67	GF ACCT 0219 SEPT 17 Stamps and Postage	010088	01		US Bank
47	210	855700	4262		81.20	GF ACCT 0219 AUG 17 Quickbooks 2017	010088	01		US Bank
48	210	855700	4463		179.56	GF ACCT 0219 AUG 17 Pager Battery, Speaker M	010088	01		US Bank
49	210	855700	4040		87.85	GF INV 9792849099 WiFi, Backup and Chief's Ce	003946	09		Verizon
50	210	855700	4606		3,000.00	GF INV 51081444 Fuel Purchases	013389	01		WEX, Inc



Vouchers #1 Payables Interface CV1 (Permanent Vendors) - Outside District		Record:		PLEASE INDICATE CHECK DISTRIBUTION METHOD IN THE SPACE BELOW:	
District Name: Georgetown Fire District		Number	Interfaced By		
Date: 11/7/2017		Copy:		US Mail:	<input type="checkbox"/>
Prepared By: Diana Sampson		Copied By		Return to District:	<input checked="" type="checkbox"/>
Contact Phone (ext): 530-333-4111		Scan:		Call for pickup: Diana at 333-4111	
File Name: Gt Fire District 10.06.17		Scanned By		Scan Date	
		Audit: FY 17-18		Document Total: \$23,470.07	
		Audited By		Audit Date	

I HEREBY CERTIFY THAT THE ARTICLES OR SERVICES DESCRIBED BY THE INVOICE(S) ATTACHED AND LISTED BELOW WERE NECESSARY FOR USE BY THE DISTRICT AND HAVE BEEN DELIVERED OR PERFORMED AND THAT NO PRIOR CLAIM HAS BEEN PRESENTED FOR SAID ARTICLES OR SERVICES:

Authorizing signatures:										Date:
LINE NO.	TRANS CODE	INDEX CODE	SUB OBJECT	USER CODE NUMBER	AMOUNT	DESCRIPTION (LIMIT 50 CHARACTERS)	VENDOR NUMBER	VENDOR SUFFIX	SINGLE CHECK	VENDOR NAME
1	210	855700	4040		11.62	GF ACCT 06912 Cable Services	015058	01		Comcast
2	210	855700	4162		40.87	GF INV 264351, 263652 Filter, Oil, Wire Connect	007674	01		Divide Auto Parts
3	210	855700	4197		990.40	GF INV Sept Statement CSFA Live Burn from Jun	016284	01		Divide Supply
4	210	855700	3041		671.06	GF INV L1486935328	002351	02		EDD
5	210	855700	4620		217.12	GF INV SEPT/OCT 17 GEO0015, GEO0033, GEO	000720	01		GDPUD
6	210	855700	4100		19,142.00	GF INV 10259 Insurance Renewal	000148	01		ISU Atwood Ins.
7	210	855700	4620		1,654.54	GF INV ACCT 7043441555-3	000395	03		PG&E
8	210	855700	4080		102.56	GF INV Reimb RP 10052017 Ice Scoop and Vacu	010196	01		Poseley, Rob
9	210	855700	4162		499.19	GF INV 336684, 337031, 337402, 341114, 34298	000372	06		Riebes
10	210	855700	4141		140.71	GF INV Reimb DSampson Shredder	027953	01		Sampson, Diana
11										
12										
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EL DORADO COUNTY
DEPOSIT PERMIT

TREASURER HAS RECEIVED A DEPOSIT FROM

DATE 10/27/17

Georgetown Fire District JPA

BY Diana Sampson

DEPARTMENT OR AGENCY NAME

ON ACCOUNT OF:

DEPOSITOR NUMBER

808557

DEPARTMENT / VENDOR NUMBER

FASIS Check# 126255 2,345.14

FY 17-18

NUMBER OF LINES	1
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TRANS. * CODE TOTAL	101
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* TRANSACTION CODE NUMBER *

- * 100 = USE WITH A REVENUE SUB OBJECT (0100 THRU 2100)
- * 101 = USE WITH AN EXPENDITURE SUB OBJECT (3000 THRU 6044)
- * 102 = DEPOSIT INTO A TRUST FUND

COIN	
CURRENCY	
CHECKS	2,345.14
OFF - SITE	
DIRECT DEPOSIT / WIRE	

TOTAL DEPOSIT	2,345.14
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S	TRANS CODE NO *	INDEX CODE NUMBER	SUB OBJECT NUMBER	USER CODE NUMBER	DESCRIPTION (50 CHARACTERS MAX.)	AMOUNT
1	101	874000	3060		Workers' Comp Reimb - S Gosselin	2,345.14
2						
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JOE HARN, C.P.A. AUDITOR / CONTROLLER

C.L. RAFFETY, TREASURER / TAX COLLECTOR

BY _____

BY _____

DATE / /

DATE / /

DP #

CERTIFIED INTO THE
COUNTY TREASURY
UNDER SECTION 27008
GOVERNMENT CODE

BATCH DATE	
CODED BY	

Vouchers #1 Payables Interface CV1 (Permanent Vendors) - Outside District		Record:		PLEASE INDICATE CHECK DISTRIBUTION METHOD IN THE SPACE BELOW:	
District Name: Georgetown Fire District / JPA		Number	Interfaced By		
Date: 11/7/2017		Copy:		US Mail:	<input type="checkbox"/>
Prepared By: Diana Sampson		Copied By	Copy Date		Return to District:
Contact Phone (ext): 530-333-4111		Scan:		<input checked="" type="checkbox"/>	Call for pickup: Diana at 333-4111
File Name: Gt Fire Dist JPA 10.03.17		Scanned By		Scan Date	Document Total: \$7,332.74
		Audit: FY 17-18		Audit Date	

I HEREBY CERTIFY THAT THE ARTICLES OR SERVICES DESCRIBED BY THE INVOICE(S) ATTACHED AND LISTED BELOW WERE NECESSARY FOR USE BY THE DISTRICT AND HAVE BEEN DELIVERED OR PERFORMED AND THAT NO PRIOR CLAIM HAS BEEN PRESENTED FOR SAID ARTICLES OR SERVICES:

Authorizing signatures:										Date:
LINE NO.	TRANS CODE	INDEX CODE	SUB OBJECT	USER CODE NUMBER	AMOUNT	DESCRIPTION (LIMIT 50 CHARACTERS)	VENDOR NUMBER	VENDOR SUFFIX	SINGLE CHECK	VENDOR NAME
1	210	874000	4160		150.00	GF INV 17-4391 Breaks for M61 JPA	004233	01		All Cycles
2	210	874000	3040		3,277.03	GF INV 15070580 Health Ins JPA	002097	05		CalPERS
3	210	874000	3044		1,987.35	GF INV BE002441877 Q4 Vision Ins JPA	000295	02		Delta Dental
4	210	874000	4540		200.00	GF INV 523 Paramedic Lic Renew S Johnson JPA	010504	01		Johnson, Susan
5	210	874000	4540		295.00	GF INV 2017-40 Driver Operator 1B Class Reimb	028290	01		Monck, Nathaniel
6	210	874000	3044		81.66	GF INV 0058709 Vision Insurance JPA	004967	02		Superior Vision
7	210	874000	3044		81.66	GF INV 067637 Vision Insurance JPA	004967	02		Superior Vision
8	210	874000	4022		91.87	GF INV SC-082117-0873 N Monck Unif JPA	010088	01		US Bank
9	210	874000	4142		1,168.17	GF ACCT 0219 SEPT 17 VHF Pagers x 3 JPA	010088	01		US Bank
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**Georgetown Fire Protection District
Budget Performance YTD Report
July 1, 2017 through September 30, 2017**

	<u>Jul '17 - Sept '17</u>	<u>Approved Budget</u>	<u>Income Remaining</u>	<u>% of Budget</u>	<u>Note</u>
Reserve Funds Released	0.00	0.00	0.00		
Carryover - Fund: Unreserved, Undesignated	466,646.97	466,646.97	466,646.97		
Income					
0100 - Property Taxes Current Secured	381.84	444,443.00	444,061.16	0.09%	
0110 - Property Taxes Current Unsecure	6,575.81	7,646.00	1,070.19	86.00%	
0120 - Property Taxes Prior Secured	(26.69)	0.00	26.69	100.00%	
0130 - Property Taxes Prior Unsecured	19.70	150.00	130.30	13.13%	
0140 - Property Taxes Supplemental Cur	6.00	2,000.00	1,994.00	0.30%	
0150 - Property Taxes Supplemental Pri	827.50	1,800.00	972.50	45.97%	
0175 - Special Tax Assessment	805.00	80,920.00	80,115.00	1.00%	
0360 - Penalties	507.90	4,500.00	3,992.10	11.29%	
0400 - Interest Income	1,258.28	1,000.00	(258.28)	125.83%	
0420 - Rent Land and Buildings	0.00	9,600.00	9,600.00	0.00%	
0820 - Homeowners Property Tax Relief	0.00	4,101.00	4,101.00	0.00%	
1200 - Other Governmental Agencies	0.00	0.00	0.00	0.00%	
1310 - Special Assessments	1,440.08	145,441.00	144,000.92	0.99%	
1403 - Transfer from Development Fees	0.00	0.00	0.00	0.00%	
1740 - Charge for Services	0.00	50,000.00	50,000.00	0.00%	
1940 - Miscellaneous Revenue	41,635.95	110,000.00	68,364.05	37.85%	
1941 - Miscellaneous Refund	0.00	0.00	0.00	0.00%	
1942 - Miscellaneous Reimbursement	27,705.08	10,000.00	(17,705.08)	277.05%	Note 1
Total Income	81,136.45	871,601.00	790,464.55	9.31%	Note 2
Gross Profit	81,136.45	871,601.00	790,464.55	9.31%	
Expense					
	<u>Jul '17 - Sept '17</u>	<u>Approved Budget</u>	<u>Remaining Bal</u>	<u>% of Budget</u>	
30 - Payroll Expenses					
3000 - Salaries Permanent Employees	52,722.34	250,000.00	197,277.66	21.09%	
3001 - Temporary Employees	29,354.25	110,000.00	80,645.75	26.69%	
3002 - Overtime	70,722.16	70,000.00	(722.16)	101.03%	Note 3
3004 - Other Compensation	14,276.31	50,000.00	35,723.69	28.55%	
3020 - Retirement	74,130.97	130,000.00	55,869.03	57.02%	Note 4
3021 - OASDI	6,773.85	15,000.00	8,226.15	45.16%	Note 5
3022 - Medicare	2,360.10	9,000.00	6,639.90	26.22%	
3040 - Health Insurance	18,445.75	100,000.00	81,554.25	18.45%	
3041 - Unemployment Insurance	671.06	4,000.00	3,328.94	16.78%	
3042 - Long Term Disability	0.00	1,000.00	1,000.00	0.00%	
3043 - Deferred Compensation Employer	397.32	14,000.00	13,602.68	2.84%	
3044 - Vision Insurance Employer Share	1,914.86	8,000.00	6,085.14	23.94%	
3046 - Retiree Health Defi	(76,420.85)	0.00	76,420.85	100.00%	Note 6
3060 - Workers Compensation Employer	27,586.00	48,000.00	20,414.00	57.47%	
Total 30 - Payroll Expenses	222,934.12	809,000.00	586,065.88	27.56%	Note 7
4020 - Clothing & Personal Supplies	518.17	10,000.00	9,481.83	5.18%	
4021 - Fire Turnouts	0.00	10,000.00	10,000.00	0.00%	
4022 - Uniforms	183.74	3,000.00	2,816.26	6.13%	
4040 - Communications	1,969.78	5,000.00	3,030.22	39.40%	
4042 - Dispatch	868.27	4,000.00	3,131.73	21.71%	
4060 - Food & Food Products	310.49	1,000.00	689.51	31.05%	
4080 - Household Expense	1,052.84	3,000.00	1,947.16	35.10%	
4085 - Refuse Disposal	892.02	2,700.00	1,807.98	33.04%	
4100 - Insurance Premium	19,142.00	19,100.00	(42.00)	100.22%	Note 8
4101 - Insurance-Additional Liability	1,641.60	2,000.00	358.40	82.08%	Note 9
4140 - Maintenance Equipment	24.71	4,000.00	3,975.29	0.62%	
4141 - Maint Office Equipment	140.71	1,000.00	859.29	14.07%	

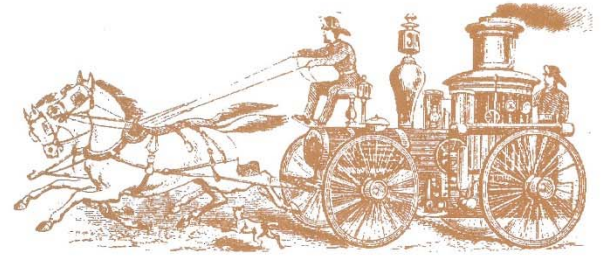
**Georgetown Fire Protection District
Budget Performance YTD Report
July 1, 2017 through September 30, 2017**

	<u>Jul '17 - Sept '17</u>	<u>Approved Budget</u>	<u>Income Remaining</u>	<u>% of Budget</u>	<u>Note</u>
4142 - Maint Telephone/Radio	202.87	1,000.00	797.13	20.29%	
4145 - Maintenance Equip Parts	23.37	1,000.00	976.63	2.34%	
4160 - Vehicle Maintenance Service	1,531.99	5,000.00	3,468.01	30.64%	
4161 - Vehicle Maintenance Parts	48.46	1,000.00	951.54	4.85%	
4162 - Vehicle Maintenance Supplies	4,610.88	30,000.00	25,389.12	15.37%	
4164 - Vehicle Maintenance Tires	869.20	4,000.00	3,130.80	21.73%	
4180 - Maintenance Building & Improvem	2,045.33	5,000.00	2,954.67	40.91%	Note 10
4197 - Maintenance Building Supplies	2,093.14	5,000.00	2,906.86	41.86%	Note 11
4200 - Medical, Dental, and Laboratory	0.00	500.00	500.00	0.00%	
4220 - Memberships	51.75	3,000.00	2,948.25	1.73%	
4240 - Miscellaneous Expense	0.00	1,000.00	1,000.00	0.00%	
4260 - Office Supplies	413.31	5,000.00	4,586.69	8.27%	
4261 - Postage	156.62	750.00	593.38	20.88%	
4262 - Software	81.20	2,000.00	1,918.80	4.06%	
4263 - Subscription/Newspaper/Journals	0.00	600.00	600.00	0.00%	
4266 - Printing/Duplicating Services	596.04	1,700.00	1,103.96	35.06%	
4300 - Professional & Specialized Serv	777.78	2,600.00	1,822.22	29.92%	
4304 - Agency Administration Fee	0.00	1,000.00	1,000.00	0.00%	
4305 - Audit & Accounting Services	0.00	6,000.00	6,000.00	0.00%	
4308 - External Data Processing Servic	0.00	100.00	100.00	0.00%	
4313 - Legal Services	0.00	0.00	0.00	0.00%	
4322 - Medical & Sobriety Examinations	0.00	100.00	100.00	0.00%	
4323 - Psychological Services	0.00	0.00	0.00	0.00%	
4324 - Medical, Dental, Lab & Ambulanc	200.00	400.00	200.00	50.00%	Note 12
4400 - Publication & Legal Notices	51.01	600.00	548.99	8.50%	
4420 - Rent & Lease Equipment	1,522.40	6,500.00	4,977.60	23.42%	
4460 - Small Tools & Instruments	1,995.43	3,000.00	1,004.57	66.51%	Note 13
4461 - Minor Equipment	242.48	3,000.00	2,757.52	8.08%	
4462 - Computer Equipment	0.00	9,000.00	9,000.00	0.00%	
4463 - Equip Telephone & Radio	190.82	10,000.00	9,809.18	1.91%	
4500 - Special Department Expense	0.00	2,000.00	2,000.00	0.00%	
4501 - Special Projects	0.00	2,000.00	2,000.00	0.00%	
4503 - Staff Development	208.00	10,000.00	9,792.00	2.08%	
4507 - Fire Equipment	0.00	5,000.00	5,000.00	0.00%	
4540 - Staff Development not 1099	0.00	5,000.00	5,000.00	0.00%	
4600 - Transportation and Travel	0.00	5,000.00	5,000.00	0.00%	
4606 - Fuel Purchases	7,053.77	16,000.00	8,946.23	44.09%	Note 14
4620 - Utilities	8,895.43	25,000.00	16,104.57	35.58%	
5060 - Retirement Other Long Term Debt	6,704.77	6,800.00	95.23	98.60%	Note 15
6000 - Fixed Asset Land	13,826.53	27,700.00	13,873.47	49.92%	Note 16
6040 - Fixed Asset Equipment	0.00	125,000.00	125,000.00	0.00%	
7700 - Contingency	0.00	100,000.00	100,000.00	0.00%	
Total Expense	304,071.03	1,778,796.97	1,474,725.94	17.09%	Note 17
Reserve Accounts					
7800 - Reserve	0.00	100,000.00	100,000.00	0.00%	
7801 - Unfunded Liability Reserve	0.00	100,000.00	100,000.00	0.00%	
7802 - Apparatus Reserve	0.00	100,000.00	100,000.00	0.00%	
	0.00	300,000.00	300,000.00	0.00%	Note 18
Net Income	243,712.39	126,097.97	249,032.55	193.27%	

Georgetown Fire Protection District
Budget Performance YTD Report
 July 1, 2017 through September 30, 2017

Note 1	1942 · Miscellaneous Reimbursement	Sand Fire Reimbursement from FY 16/17
Note 2	Total Income	Received 9% of our annual income
Note 3	3002 · Overtime	Strike Teams - Detwiler, CalFire Coverage, Wall, Earthstone, Cold Springs
Note 4	3020 · Retirement	Strike Team Related
Note 5	3021 · OASDI	Strike Team Related
Note 6	3046 · Retiree Health Defi	OPEB Reimbursement from JPA
Note 7	Total 30 · Payroll Expenses	Spent 28% of our payroll expenses
Note 8	4100 · Insurance Premium	Bill was \$42.00 higher than budgeted
Note 9	4101 · Insurance-Additional Liability	Annual FASIS Payment
Note 10	4180 · Maintenance Building & Improvem	Ground Ladders Testing, Service of Bay Doors
Note 11	4197 · Maintenance Building Supplies	CSFA Items to be Reimbursed
Note 12	4324 · Medical, Dental, Lab & Ambulanc	Two of Four budgeted DMV physicals
Note 13	4460 · Small Tools & Instruments	WYE Valves
Note 14	4606 · Fuel Purchases	Strike Team Related
Note 15	5060 · Retirement Other Long Term Debt	Kansas State Bank Annual Payment (C7100)
Note 16	6000 · Fixed Asset Land	One of Two Kansas State Bank Payments (Hwy 193)
Note 17	Total Expense	Spent 17% of ALL our annual expenses
Note 18	Reserve Accounts	\$300,000 in Reserve Accounts

GEORGETOWN FIRE DISTRICT



Office Phone: 530-333-4111

Facsimile: 530-333-4020

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Post Office Box 420

6283 Main Street

Georgetown, California 95634-0420

RESOLUTION 2017-04 MITIGATION FEE AGREEMENT FOR COLLECTION OF FEES ON BEHALF OF SPECIAL DISTRICT

This Agreement is made and entered into this 9th day of November, 2017, by and between Georgetown Fire Protection District (“District”) and the County of El Dorado, a political subdivision of the State of California (“County”).

RECITALS

WHEREAS, pursuant to the California Mitigation Fee Act (Gov. Code, §§ 66000-66025), local agencies may establish mitigation fees (“fees”) in connection with the approval of a development project to offset the costs of new public facilities that become necessary as a result of the development; and

WHEREAS, under existing state law, District cannot directly adopt mitigation fees, but Chapter 13.20 of the El Dorado County Ordinance Code (“Ordinance Code”) authorizes the Board of Supervisors to adopt fees on behalf of special districts within County to offset the impacts of new development on equipment and capital facilities; and

WHEREAS, District is duly organized pursuant to the Fire Protection District Law of 1987 (Health & Safety Code, §§ 13800-13970); and

WHEREAS, Chapter 13.20 authorizes County to collect and disburse fees on behalf of District subject to and in accordance with a written agreement between County and District; and

WHEREAS, District wishes to enter into an Agreement with County to establish and collect such fees pursuant to County Ordinance Code 13.20; and

“Neighbors helping Neighbors - Since 1854”

WHEREAS, County and District recognize the need to allocate obligations and administrative costs arising from County's voluntary creation, collection, and disbursement of fees on behalf of District and assign responsibility for any additional expenses or liability arising from the creation, collection, and disbursement of said fees.

THEREFORE, County and District mutually agree as follows:

1. Establishment of Fees.

In seeking to establish a new fee or to modify an existing fee, District shall provide County with all information, documentation, studies, reports, and proposed findings required under County Ordinance Code 13.20 and the Mitigation Fee Act. District shall propose the amount of the fee to be collected through the County building permit process from any development project within the boundaries of District and shall transmit said proposed fee amount in writing to County with all supporting documentation.

District shall ensure that any proposed establishment of a fee or modification to an existing fee complies with all provisions of the Mitigation Fee Act, including but not limited to California Government Code sections 66001, 66005, 66007, 66014, 66016, 66017, 66018, and 66019, and County Ordinance Code 13.20.

Prior to seeking any action or finding from County related to any fee, the District Board shall first approve proposal of such action and make any findings that it will request County to make. District Board's request for action and its findings must be included in the supporting documentation submitted to County in conjunction with such request. In requiring the District Board to first consider and make advisory findings, County is not delegating authority to adopt or increase any fee and County will independently consider any proposed new or amended fee as required under California Government Code subdivision 66016(b). If adopted by County, any establishment of a fee or amendment or change to an existing fee shall not become effective until sixty (60) days after final County approval pursuant to subdivision 66017(a).

2. Calculation of Fees.

District understands that County staff will rely on the information and analysis District provides to County. District expressly waives any right, title, interest, claim, action, or recourse that District may have against County for perceived or actual miscalculations by County of fees based on the information provided by District staff and consultants. Notwithstanding the above, this Agreement shall not be construed to limit or restrict in any way the rights of County to seek or collect fees from any developer for any development

project when County believes the fees were improperly calculated, assessed, or collected.

3. Administrative Charge.

In consideration of County collecting fees on behalf of District, County shall retain up to one percent (1%) of all fees collected on behalf of District for costs actually and reasonably incurred by County in the performance of this Agreement (“administrative charge”). This administrative charge shall be imposed regardless of whether the fee was created before or after execution of this Agreement. The administrative charge provided for in this Agreement shall be applied to any fee disbursed after execution of this Agreement even if the fee was collected prior to execution of this Agreement.

Any refund of fees processed by County will be reduced by the administrative charge collected by County.

Upon mutual agreement of the parties and provided that the County can demonstrate that the costs actually and reasonably incurred in the performance of this Agreement exceed one percent (1%), the administrative charge may be modified to reflect the actual cost to County in administering and collecting the fees. In the event County determines the actual cost is greater than one percent (1%), but District does not consent to the increase in the administrative charge that County requests, County may terminate this Agreement as set forth below.

Disbursement Procedure.

County may establish procedures for the collection and disbursement of fees on behalf of District. In a claim for disbursement of fees, District shall include sufficient information so it can be readily determined by County that the disbursement request is consistent with the purposes for which the fees were imposed and that disbursement would comply with the Mitigation Fee Act.

District agrees that it shall not adopt procedures or interpretations relating to the collection or disbursement of fees that differ from the procedures or interpretations of County or, where County has not articulated a procedure or interpretation, that differ from the other districts for which County collects fees.

4. Time of Collection.

District certifies by this Agreement that there has been compliance with the requirements of Government Code section 66007 and County Ordinance Code 13.20 and that any existing, new, or modified fees may properly be collected at the time of issuance of a building permit. District directs County to collect the fees at the time of the building permit issuance. Pursuant to such direction, County agrees to comply with District's request to collect the fees at the time of building permit issuance, provided that District agrees to hold County harmless and defend and indemnify County from any and all claims that may arise due to County's collection of the fees at the time of building permit issuance, as more fully set forth below.

5. Timing of Agreement.

This Agreement applies to any fees collected by County on behalf of District regardless of whether the fee was established before execution of this Agreement.

6. District's Obligation to Indemnify, Defend, and Hold County Harmless.

To the fullest extent allowed by law, District covenants and agrees to defend, indemnify, and hold County, its officers, agents, and employees harmless from and against any and all liability, loss, damage, claims, judgments, costs, staff time, losses, expenses (including but not limited to attorney's fees, expert witness fees, paralegal fees, and fees and costs of litigation, mediation, or arbitration), and any other costs of defense (collectively, "Liability"), arising out of, resulting from, or related to the creation, establishment, modification, collection, and disbursement of fees on behalf of District or any other obligation of District or County under this Agreement, the Mitigation Fee Act, any County Ordinance, or any local, state, or federal law or regulation. To the fullest extent allowed by law, this defense, indemnification, and hold harmless obligation extends to damage to or loss of property and to any negligent act or omission by County, its officers, agents, and employees, including the sole, active, concurrent, or contributory negligence of County, its officers, agents, and employees, unless the act is fraudulent or is known by such person at the time of doing it to be unlawful.

District agrees that County has the right to choose its defense counsel without seeking approval from District provided that the hourly rate is comparable to the hourly rate charged by other attorneys with similar expertise and experience. County may choose to have all or part of any litigation handled by the County Counsel's Office, in which case the hourly rates shall be the hourly rates set by the Board of Supervisors for County Counsel for outside entities with an obligation to defend and indemnify the County. District agrees that County has the right to control the defense of the action, including any strategy or settlement decision. County shall notify District of any claim, action, or proceeding, but failure of

County to notify District does not affect or limit District's obligations to defend, indemnify, and hold harmless under this Agreement.

If it is determined by a court, settlement agreement, or other binding decision that monies transferred by County to District are subject to refund pursuant to any provision of the Mitigation Fee Act, including but not limited to Government Code section 66001, or for any other reason, District covenants and agrees that it shall hold County harmless with regard to any such sums, including any interest required to be paid. District agrees that the refund amount, provided for in the order or agreement requiring reimbursement, shall, at the option of and in the sole discretion of County, be paid through one or more of the following: (1) any undisbursed fees that County collected on behalf of District; (2) District's direct payment to County within thirty (30) days of written notice from County of the amount due; (3) property tax revenues due to District; or (4) subsequent fee disbursements due to District. For any refund amount that District fails to pay within thirty (30) days of written notice from County, District shall pay, in addition to any interest required by the order or settlement agreement requiring reimbursement, interest of eight percent (8%) per annum on the balance and any costs or fees (including attorney's fees and costs) County incurs to collect the amount due and owing by District.

In consideration for County's continued voluntary collection of fees on behalf of District, District agrees that the covenant to indemnify, defend, and hold harmless provided for in this Article extends to any Liability arising out of, resulting from, or related to any fees County collected on behalf of District prior to execution of this Agreement unless the act by County, its officers, agents, or employees that gave rise to the Liability was a felony. The same procedures and covenants for any required refunds in the prior paragraph apply to any and all fees collected by County on behalf of District before execution of this Agreement.

District specifically acknowledges and agrees that County is voluntarily providing a service to District because District lacks the ability to directly adopt mitigation fees. It is thus the parties' intent that County does not incur any additional expense, fee, or Liability as a result of this Agreement or the adoption, collection, or disbursement fees on behalf of District. The parties therefore intend the indemnity and defense obligations provided herein to be construed in favor of County and upheld to the fullest extent possible under the law and that any ambiguity in this Article be resolved in favor of County.

7. Responsibilities under the Mitigation Fee Act.

- A. Compliance with Mitigation Fee Act. District shall ensure that any fee County imposes and collects on its behalf complies with the requirements of the Mitigation Fee Act, including but not limited to Government Code sections

66001, 66006, 66007, 66008, 66011, 66014, 66016, 66017, and 66018.

B. Deposit, Investment, and Disbursement of Fees. County shall deposit collected fees in accordance with Government Code subdivision 66006(a) and may invest them in its sole discretion. To obtain disbursement of fees collected pursuant to this Agreement, District must submit documentation confirming and itemizing valid expenditures and any additional documentation requested by County. County will disburse fees within thirty (30) days of receiving sufficient documentation confirming and itemizing valid expenditures and any other requested documentation. In the event any issues arise regarding the sufficiency of documentation or the validity of an expenditure, District and County will work in good faith to resolve the issues within a reasonable time and County may withhold disbursement until the issue is resolved.

C. Accounting and Audit. District shall account for and expend fees in compliance with Government Code sections 66006, 66008, and 66011, including ensuring that the requisite public notice is provided. District has the sole responsibility to account for the expenditure of fees and perform at its own expense any audit required under the Mitigation Fee Act and County Ordinance Code 13.20 or as requested by County. To the extent District needs information from County to comply with subdivision 66006(b), District shall request the information from County in writing and provide County with no less than twenty (20) days to respond.

If any audit relating to County's creation, collection, or disbursement of fees on behalf of District is requested under subdivision 66006(d) or section 66023, County, in its sole discretion and subject to the limitation in subdivision 66023(c), may elect to (1) perform the audit and be reimbursed for the costs and staff time incurred in undergoing the audit; or (2) contract with an independent auditor to perform the audit. If County elects to use an independent auditor for any audit related to fees collected or disbursed under this Agreement and the auditor fees are not covered by subdivision 66023(c), District shall reimburse County for all of the uncovered fees and costs charged by the independent auditor. District shall promptly respond to all requests for information made by County in relation to any audit.

D. Five-Year Findings. District shall ensure compliance with the five-year reporting and finding requirements under California Government Code subdivision 66001(d). District shall submit any necessary supporting documentation and proposed findings required under subdivision 66001(d)(1)

no later than sixty (60) days before findings are required under that subdivision and shall take the necessary steps to ensure the findings will be considered by County in the time required. Prior to requesting County to make the five-year findings, the District Board shall independently consider and approve any necessary supporting documentation and proposed findings and submit its action and findings with its request to County. District shall promptly provide any additional information County requests relevant to the five-year findings. Based on the information District provides, County shall consider the information and make findings, if appropriate, under subdivision 66001(d)(1).

- E. New Obligations. District shall stay informed of and ensure compliance with any new obligations arising from the collection of fees on its behalf, including but not limited to amendments to the Mitigation Fee Act and court decisions interpreting it and any amendment to County Ordinance Code 13.20 or any new County ordinance(s) governing the collection of fees on behalf of special districts.

8. Disputes as to Fees.

District agrees that its sole remedy in any action to recover fees it claims County should have disbursed to District, including any untimely disbursement, is limited to the amount of the undisbursed fees. District waives any and all right to seek or recover interest on any sum unpaid or owed or any consequential, compensatory, or punitive damages, attorney's fees, or any other relief or recovery other than the fees County collected and should have disbursed to District.

In the event of any application to reduce or appeal a fee by a developer, disagreement regarding the amount or application of any fees collected by County on behalf of District by a third party, or protest under Government Code sections 66020 or 66021, County may refer the matter to District and, within the time requested by County, District shall advise the County in writing as to how District recommends the County should proceed. Any disagreement as to the amount or application of any fees or any protest are included in the District's covenant to defend, indemnify, and hold County harmless as detailed in Article 7.

9. Termination of Agreement.

Either party may terminate this Agreement by providing sixty (60) days notice in writing to the other party for any reason. Termination of this Agreement relieves County of the obligation to collect fees only after expiration of the sixty (60) days notice, unless the parties

mutually agree in writing to cease collection of fees sooner.

The parties agree that District's covenant to defend, indemnify, and hold County harmless, as provided for in Article 7, survives termination of this Agreement regardless of which party terminates the agreement or the circumstances or reasons giving rise to the termination. The parties further agree that District's covenant to defend, indemnify, and hold harmless in Article 7 continues even after this Agreement expires or County ceases collecting fees on behalf of District. The parties further agree that District's obligations in this Agreement as to fees already collected survive termination regardless of which party terminates the agreement or the circumstances or reasons giving rise to the termination.

10. General Provisions.

- A. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California. Any action to interpret or enforce this Agreement shall be brought and maintained exclusively in the courts of and for El Dorado County. No such action may be instituted by either party until they have met and conferred in good faith over any disputed issues.
- B. Severance. Any provision, sentence, or word of this Agreement that proves to be invalid or illegal shall in no way affect, impair, or invalidate any other provision, sentence, or word of this Agreement and such other provisions, sentences, and words shall remain in full force and effect.
- C. Entire Agreement; Amendment. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings, or agreements. This Agreement may be modified only in writing signed by both parties.
- D. No Presumption Against Drafter. This Agreement shall be interpreted as if jointly prepared by the parties. No presumption shall arise from the identity of the drafter.
- E. Authority. Each party warrants to each other that the individual signing this Agreement on behalf of such party is fully authorized to bind such party and agrees to be bound by this Agreement as of the effective date of this Agreement.
- F. Administrator. The County employee with responsibility for administering this Agreement is Don Ashton, Chief Administrative Officer, or successor.

- G. No Third Party Rights. This Agreement has been created exclusively for the benefit of the signatory parties and no rights are created in any third party by entry into this Agreement.
- H. Effective Date. The effective date of this Agreement shall be upon execution by the parties.
- I. Notices. All notices permitted or required under this Agreement shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. The applicable representative shall be the individual listed, his or her designee, or his or her successor in the position listed below. Additionally, such notices may be given to the respective parties at the following address or at such other address as the respective parties may provide in writing for this purpose:

COUNTY:

Don Ashton
 Administrative Officer or successor
 330 Fair Lane
 Placerville, CA 95667

DISTRICT:

Greg F. Schwab, Fire Chief
 P.O. Box 420
 6281 Main Street
 Georgetown, CA 95634

Such notice shall be deemed made when personally delivered or, when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid, return receipt requested and addressed to the party at its applicable address.

- J. Time of the Essence. The Parties shall act promptly and in good faith to perform all such acts required under this Agreement, including but not limited to execution of any necessary documents, required effectuate the terms of this Agreement.
- K. Enforcement of Agreement. With the exception of the District's inability to recover attorney's fees as provided in Article 9, the prevailing party shall be entitled to attorney's fees and costs in the event of litigation related to any action brought to enforce the terms and conditions of or obligations provided for in this Agreement. This provision is intended to apply to any action brought by County to enforce District's covenant to defend, indemnify, and hold harmless.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

County of El Dorado

Dated: _____ By: _____
Shiva Frentzen, Chair, Board of Supervisors

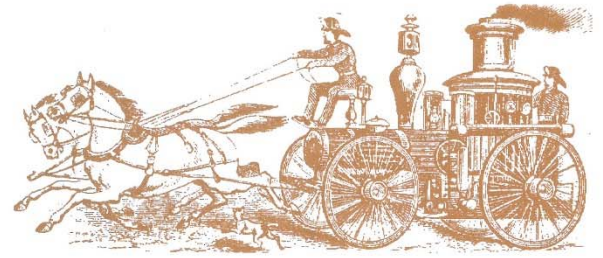
ATTEST By: _____
James S. Mitrison, Clerk of the Board, Deputy Clerk

Georgetown Fire Protection District

Dated: _____ By: _____
Patti Smith, President of Board of Directors

ATTEST By: _____
Diana Sampson, Clerk of the Board

GEORGETOWN FIRE DISTRICT



Office Phone: 530-333-4111

Facsimile: 530-333-4020

www.georgetownfiredepartment.com

Post Office Box 420

6283 Main Street

Georgetown, California 95634-0420

RESOLUTION 2017-05

APPROVING THE DEPARTMENT OF FORESTRY AND FIRE PROTECTION AGREEMENT #7FG17052 FOR SERVICES FROM THE DATE OF LAST SIGNATORY ON PAGE 6 OF THE AGREEMENT TO JUNE 30, 2018 UNDER THE VOLUNTEER FIRE ASSISTANCE PROGRAM OF THE COOPERATIVE FORESTRY ASSISTANCE ACT OF 1978.

BE IT RESOLVED by the Board of Directors of the Georgetown Fire Protection District, that said Board does hereby approve the Agreement with the California Department of Forestry and Fire Protection dated as of the last signatory date on page 6 of the Agreement, and any amendments thereto. This Agreement provides for an award, during the term of this Agreement, under the Volunteer Fire Assistance Program of the Cooperative Fire Assistance Act of 1978 during the State Fiscal Year 2017-18 up to and no more than the amount of \$3,785.00.

BE IT FURTHER RESOLVED that Greg Schwab, Fire Chief of said Board be and hereby is authorized to sign and execute said Agreement and any amendments on behalf of the Georgetown Fire Protection District.

The foregoing resolution was duly passed and adopted by the Board of Directors of the Georgetown Fire Protection District, at a regular meeting thereof, held on the 9th day of November, 2017 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Patti Smith, Board President
Georgetown Fire Protection District

Diana Sampson, Secretary of the Board
Georgetown Fire Protection District

"Neighbors helping Neighbors - Since 1854"

FY 17-18 Preliminary Budget - Providers - Draft 3

Class 30: Wages/Benefits	JPA 2017-18 Projection	CP 2017-18 Projection	DS 2017-18 Projection	EDCF 2017-18 Projection	EDH 2017-18 Projection	GT 2017-18 Projection	TOTALS	Variance Explanation or Comments
3000 Reg. Employees	169,877.00	1,100,000.00	504,000.00	2,604,597.20	423,285.21	480,000.00	5,281,759.41	
3001 Extra Help	-	-	5,000.00	-	-	40,000.00	45,000.00	
3002 Overtime	-	-	99,000.00	342,499.20	106,943.26	120,000.00	668,442.46	
3004 Other Comp	1,600.00	-	3,200.00	-	4,800.00	-	9,600.00	
3020 Retirement	-	-	165,000.00	760,600.52	178,985.05	201,000.00	1,305,585.57	
3021 Social Security	10,500.00	-	40,000.00	500.00	-	4,400.00	55,400.00	
3022 Medicare	2,500.00	-	9,000.00	40,000.00	7,688.31	7,300.00	66,488.31	
3040 Health Ins.	-	-	105,000.00	531,640.00	120,750.00	72,000.00	829,390.00	
3041 Fed. Unempl.	1,900.00	-	-	-	1,390.10	1,700.00	4,990.10	
3042 Disability Ins.	-	-	1,800.00	8,000.00	1,852.20	1,600.00	13,252.20	
3043 Deferred Comp.	-	-	17,000.00	-	-	25,000.00	42,000.00	
3044 Vision Insurance	-	-	-	-	14,400.00	2,000.00	16,400.00	
3046 Retiree Health (OPEB)	-	-	63,117.00	186,866.00	80,000.00	79,677.00	409,660.00	CP - Accounted for under s/o 3000
3060 Workers' Comp	1,500.00	-	66,000.00	152,320.00	67,494.68	20,000.00	307,314.68	
3080 Life/Flexible Benefits	-	-	700.00	-	1,267.72	-	1,967.72	
CLASS 30: TOTALS	\$187,877.00	\$1,100,000.00	\$1,078,817.00	\$4,627,022.92	\$1,008,856.53	\$1,054,677.00	\$9,057,250.45	
Class 40: Serv/Supplies	JPA 2017-18 Projection	CP 2017-18 Projection	DS 2017-18 Projection	EDCF 2017-18 Projection	EDH 2017-18 Projection	GT 2017-18 Projection	TOTALS	Variance Explanation or Comments
4020 Clothing	-	-	1,000.00	-	-	750.00	1,750.00	
4021 Fire Turnouts	500.00	6,800.00	6,500.00	25,750.00	4,326.00	6,200.00	50,076.00	
4022 Uniforms	100.00	-	1,000.00	16,800.00	-	6,000.00	23,900.00	
4040 Communications	1,210,000.00	-	-	-	-	-	1,210,000.00	
4060 Inservice Food	260.00	-	-	250.00	-	-	510.00	
4080 Household Exp.	200.00	3,600.00	-	6,000.00	-	25.00	9,825.00	
4085 Refuse Disposal	270.00	-	-	-	-	-	270.00	
4087 Extermination	-	-	-	-	-	-	-	
4100 Insurance	30,000.00	-	-	-	-	-	30,000.00	
4140 Maint: Equip.	10,000.00	-	-	-	4,326.00	-	14,326.00	
4141 Maint: Office Equip	-	-	-	-	-	-	-	
4142 Maint: Radio	3,000.00	-	-	-	-	-	3,000.00	
4143 Maint: Service Contract	-	-	-	-	-	-	-	
4145 Maint: Equip. Prts	400.00	-	-	-	-	1,200.00	1,600.00	
4160 Vehicle Maint	90,000.00	-	-	-	-	-	90,000.00	
4161 Vehicle Maint: Parts Direct	-	-	-	-	-	-	-	
4162 Veh Maint:Sup	20,000.00	-	-	-	-	-	20,000.00	
4164 Veh Maint: Tires	20,000.00	-	-	-	-	-	20,000.00	
4165 Veh Maint: Oils	4,000.00	-	-	-	-	-	4,000.00	
4180 Maint: Bldg/Imp	500.00	-	-	-	-	-	500.00	
4182 Structures Maint	-	-	-	-	-	-	-	
4197 Maint. Bldg Supplies	200.00	-	-	-	-	-	200.00	
4200 Medical Supplies	460,000.00	-	-	-	-	-	460,000.00	
4220 Memberships	25.00	-	-	-	-	450.00	475.00	
4240 Misc. Expense	600.00	-	-	-	1,622.25	-	2,222.25	
4260 Office Expense	3,000.00	1,500.00	1,000.00	1,000.00	1,622.25	100.00	8,222.25	

4261 Postage	900.00	-	-	-	-	-	900.00	
4162 Software	200.00	-	-	-	-	100.00	300.00	
4263 Subscriptions	145.00	-	-	-	-	-	145.00	
4266 Printing	150.00	-	-	-	-	-	150.00	
4300 Professional Serv	70,000.00	-	-	-	-	100.00	70,100.00	
4304 Admin Fees	160,000.00	-	-	-	-	-	160,000.00	
4308 External Data Svcs	-	-	-	-	-	-	-	
4324 Medical	-	-	-	-	2,163.00	650.00	2,813.00	
4400 Publicat/Legal	200.00	-	-	-	-	-	200.00	
4420 Rent/Lease/Equip	22,000.00	-	-	-	-	-	22,000.00	
4440 Rent/Lease/Bldg	157,200.00	-	-	-	-	-	157,200.00	
4460 Equip: Sm Tool	-	-	1,000.00	-	-	500.00	1,500.00	
4461 Equipment: Minor	5,000.00	4,000.00	2,000.00	5,000.00	540.75	500.00	17,040.75	
4462 Equip: Computers	15,000.00	-	3,000.00	6,000.00	1,081.50	1,000.00	26,081.50	
4463 Equip:Telephone & Radio	400.00	-	-	-	-	-	400.00	
4500 Special Dept Exp	500.00	-	-	-	-	-	500.00	
4502 Educ Materials	-	-	500.00	-	-	-	500.00	
4503 Staff Development(1099)	-	-	-	-	-	800.00	800.00	
4529 Software License	1,800.00	-	-	-	-	-	1,800.00	
4540 Staff Development	32,000.00	3,600.00	3,000.00	29,200.00	3,777.50	1,625.00	73,202.50	
4600 Transport/Travel	-	500.00	1,000.00	-	540.75	-	2,040.75	
4602 Mile Emp Prv Auto	400.00	-	-	-	-	-	400.00	
4606 Fuel Purchases	210,000.00	-	-	-	-	-	210,000.00	
4620 Utilities	98,500.00	-	-	-	-	-	98,500.00	
CLASS 40: SUBTOTALS	\$2,627,450.00	\$20,000.00	\$20,000.00	\$90,000.00	\$20,000.00	\$20,000.00	\$2,797,450.00	
Class 60: Fixed Assets	JPA 2017-18 Projection	CP 2017-18 Projection	DS 2017-18 Projection	EDCF 2017-18 Projection	EDH 2017-18 Projection	GT 2017-18 Projection	TOTALS	Variance Explanation or Comments
6040 Fixed Assets	465,000.00	-	-	-	-	-	465,000.00	
Class 60 Total	\$465,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$465,000.00	
Budget Totals	JPA 2017-18 Projection	CP 2017-18 Projection	DS 2017-18 Projection	EDCF 2017-18 Projection	EDH 2017-18 Projection	GT 2017-18 Projection	TOTALS	Variance Explanation or Comments
Class 30: Wages/Benefits	187,877.00	1,100,000.00	1,078,817.00	4,627,022.92	1,008,856.53	1,054,677.00	9,057,250.45	
Class 40: Serv/Supplies	2,627,450.00	20,000.00	20,000.00	90,000.00	20,000.00	20,000.00	2,797,450.00	
Class 60: Fixed Assets	465,000.00	-	-	-	-	-	465,000.00	
Totals	\$3,280,327.00	\$1,120,000.00	\$1,098,817.00	\$4,717,022.92	\$1,028,856.53	\$1,074,677.00	\$12,319,700.45	

GEORGETOWN FIRE DISTRICT

District Administrative Code

(By-Laws) Adopted April 17, 1991

Revised February 12, 1992

Revised February 17, 1993

Revised September 8, 1993

Revised April 8, 1998

Revised April 11, 2007

Revised XXX XX, 2017

These Administrative Codes (By-Laws) shall replace any and all previous By-Laws and Administrative Codes of the Georgetown Fire District that may have been adopted by a previous Board of Directors.

History

The Georgetown Fire District was formed under the Health and Safety Code Section 14017 and approved and adopted by the El Dorado County Board of Supervisors on July 12, 1937, and duly recorded and approved by the Secretary of State on January 27, 1958; conformed to new fire codes in 1961, recorded in El Dorado County on May 2, 1961: Book 548, page 349; and now is in conformance with the Fire Protection District Law of 1987 (Health and Safety Code), which, under Senate Bill 515, repealed the Fire District Law of 1961.

Article I

Objectives

- A. The objectives of the Georgetown Fire District are to provide fire protection, rescue services, emergency medical services, hazardous material emergency response services, and other services to protect lives and property.
- B. The purpose of this Administrative Code is to describe the District; its Governing body, Chief Officer and staff; and their basic decision-making and management processes.

Article II

District Service Area

- A. The boundaries of the Georgetown Fire District are shown on the enclosed map, exhibit A, as well as being recorded by El Dorado County L.A.F.CO.

- B. The boundaries may only be changed by two thirds (2/3) affirmative vote of the Directors and the permission of El Dorado County L.A.F.CO.
- C. Services may be extended beyond the District boundaries in the event of a local emergency or at the request of another legally constituted Emergency Services entity.

Article III

Amended February 12, 1992
Amended February 17, 1993
Amended September 8, 1993
Amended April 11, 2007

Board of Directors

- A. The District is governed by a Board of five (5) Directors, each elected at large.
- B. The Directors serve 4-year terms that are staggered. The term for Director `A' expires the first Friday in December 1992; Director `B' and `D' expires the first Friday in December 1994; Director `C' expires the first Friday in December 1996; Director `E" term expires the first Friday in December 1992; and every four years thereafter.
- C. Directors must be registered voters of and reside within the District boundaries.
- D. No director shall serve as an officer in the Georgetown Volunteer Fire Department.
- E. The Directors shall, on an annual basis, at a regular meeting in January, elect a President and Vice President. The President will serve no more than two consecutive terms.

Amended April 8, 1998

- F. As authorized by Health and Safety Code Section 13857, each member of the District Board may receive compensation in an amount set by the District Board not to exceed seventy-five dollars (\$75.00) for attending a meeting of the District Board. This compensation is for participation at sanctioned meetings of the District Board and shall not exceed four meetings in any calendar month.

Article IV

Revised XXX XX, 2017

Meetings

- A. Regular meetings will be held once a month with time and date set by the Board. Meetings will be conducted by the President or in the President's absence the Vice President and include at least the following items: Call to Order, Roll Call, and Pledge of Allegiance – Director Items – Public Comment – Consent Calendar – Correspondence – Chief's Report – Action Items – Discussion Items – Closed Session – Adjournment. The presiding officer shall have a vote on all action items. Board may recess at any time deemed necessary. The Board may change the order in which meeting is conducted. All meetings will be conducted at all times pursuant to the Brown Act Open Meeting laws.
- B. Special meetings may be called at any time by an officer of the Board or a quorum of the Board and must comply with all rules of order. All meetings are open to the public, except closed session, and must comply with the Brown Act.
- C. A quorum will consist of a majority of members. Should less than a majority be present, the President shall announce that no meeting will be held due to lack of a quorum. A time and date shall be set for a special meeting.
- D. Public participation is encouraged at Board meetings. The Board President may place time limits on individual comments and specify a place on the agenda for public testimony. The Clerk of the Board will draft Board meeting minutes which will be placed on file at the Main Office for public viewing between the hours of 8 AM to 5 PM, Monday through Friday. Agendas will be typed and made available by the Clerk of the Board for public view at the Main Office of the District no less than 72 hours prior to each regular Board meeting. It shall be the policy of this District to issue copies of all records and/or documents of this District at cost upon request, with the exception of personnel records and medical records.
- E. Resolutions, Policies and Ordinances may be adopted by the following procedure:
1. The proposed document is presented in writing by a Director at a legally noticed Board meeting.
 2. The proposal is posted and listed as an action item at a subsequent regular Board meeting at which a public hearing will be held.
 3. The Resolution, Policy or Ordinance is adopted by at least 2/3 affirmative roll call vote of Directors present.

Article V

Powers

The District's expressed and implied powers are covered under Health and Safety Code Chapter 5, Section 13861 through 13879 of the "Fire Protection District Law of 1987". A copy of this document is available for public review in the District main office. The Georgetown Fire District

shall have and may exercise all rights and powers, expressed or implied, necessary to carry out the purposes and intent of its objectives, including, but not strictly limited to, the general powers listed in the California Health and Safety Code, Chapter Five. The State of California by enacting the Fire Protection District Law of 1987 has found the exercise of such rights and powers as necessary for the public health, safety, and welfare, and ordered that they be liberally construed to effectuate such purposes.

Article VI

Staff

- A. The Board will appoint a Chief (manager), who will serve at the pleasure of the Board. Duties and qualifications of the Chief are outlined in the Personnel Policy Manual. The Chief will serve as Executive Secretary to the Board. The Chief manages the Fire Department. The Chief will be responsible for hiring, reviewing performance and discipline of all personnel. The Chief will make an annual written report summarizing the status and activities of the District, personnel, facilities, equipment, and the Volunteer Fire Department to the Board at each regular January meeting. The Board will provide a written review of performance to the Chief each regular June meeting during closed session. Nothing contained in these By-Laws shall be construed to limit the Directors' ability to delegate responsibility and authority to the Chief, nor shall the Chief's legally mandated responsibility as the District Official charged with the protection of life and property from fire be limited by these By-Laws.
- B. The Board may appoint committees comprised of citizens and a Director to advise the Board. The Board may have standing committees that report to the Board on a regular basis.
- C. The District policies shall comply with all statutes of the State of California and the Federal Government pursuant to health, safety and fire, the Fair Employment Practices Act, Public Records Act, or any applicable code. Employees shall have the right to self-organization. Personnel records may be reviewed by an employee after submitting a written request to the Chief. Records may be made public only with written permission of the employee.
- D. The Georgetown Fire District recognizes the Georgetown Volunteer Fire Department as an entity that provides essential resources including Volunteer Firefighters for the protection of life and property within the Georgetown Fire District. Said Volunteer Fire Department was originally established in 1854. The District accepts the By-Laws of said Georgetown Volunteer Fire Department subject to final approval and adoption by the Board of Directors of the District. The Volunteer Fire Department recognizes the Georgetown Fire District Board of Directors as the sole local elected body and authority

legally empowered to provide Emergency Services specified in Article I above. Once adopted, both the Volunteer Department By-Laws and these District Administrative Codes become legally binding on both the Volunteer Department and this Fire District. The District Chief shall be the Chief Officer of said Volunteer Fire Department.

Article VII

Revised XXX XX, 2017

Budget

It shall be the responsibility of the Fire Chief to submit, during each regular May meeting, to the Board a proposed preliminary budget. The Board will adopt a preliminary budget before June 30 of each year. The Fire Chief will submit a proposed an **approved** (preliminary) budget, during each regular August meeting, to the Board. The Board will adopt an **approved** (final) budget by October 1 of each year. The Board will hold public hearings on each budget pursuant to the Health and Safety Code Sections 13890 through 13895. It shall be the responsibility of the Fire Chief to commit and expend funds within budget line item limits. The Fire Chief shall make any budget transfers approved by the Board.

Payments

Authority to approve and pay bills, and other public indebtedness, may be delegated to the Fire Chief by the Board. This authority is limited and shall not exceed the amount of money remaining in an individual budget line item.

Monthly the Fire Chief shall present to the board an executive budget summary of line item expenses reflecting both the year-to-date expenses and the funds remaining.

The Fire Chief shall maintain a record of payments by billing period and present such record during each monthly meeting to board members and the public for review.

This Board retains sole authority to cancel this authority, without cause, at any time.

Article VIII

Facilities

It shall be the policy of the Georgetown Fire District to offer the facilities of the District's stations or meeting rooms for public use providing that there is no disruption to every day business. Staff will make the determination at their discretion.

Article IX

Revised XXX XX, 2017

Insurance

It shall be the policy of the District to maintain adequate insurance coverage at all times, including at least:

- A. Workers Compensation that will compensate up to the maximum benefits as stated in the Worker's Compensation Laws of the State of California for all employees including Volunteers.
- B. Comprehensive General Liability including Property Damage and Bodily Injury coverage for all District activities.
- C. All employees have access to Employee Assistant Program (EAP).
- D. Health insurance for all career compensated employees.
- E. Property Damage insurance for all District Facilities, Equipment, Vehicles, and other property.
- F. Property Damage insurance for all Equipment and Vehicles on loan to or shared by the District.
- G. All contractors providing services to the District will be required to furnish proof of adequate Comprehensive General Liability coverage and Workers Compensation insurance.
- H. Each contractor providing services to the district shall have a valid form W-9 (TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION) on file with the district before payment for service is made to the contractor.

Article X

Amendments

This document may be revised (not to exceed powers authorized under the Health and Safety Code) by the Board of Directors at any time deemed necessary by the following process.

- A. The proposed amendment is presented in writing by a Director at a legally noticed regular

Board meeting.

- B. The proposed amendment is posted, noticed in the local newspaper, and listed as an action item at a subsequent regular Board meeting at which a public hearing about the document will be held.
- C. The amendment is adopted at the next following Board meeting by at least 2/3 affirmative roll call vote of all Directors.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Georgetown Fire District hereby adopt this Administrative Code.

THIS ACT having taken place during the regular session of the Board of Directors of the Georgetown Fire District this 17th day of April, 1991, with the following roll call vote:

AYES 2

NOES 0

ABSTENTIONS 0

Secretary Shari Holmstrom

Director Robert C. Heald

Director Paul Peterson

AMENDMENT:

April 8, 1998 Ayes: Currie, George, Clark, Harston
 Noes: Kelley

AMENDMENT:

April 11, 2007 Ayes:
 Noes:

Revised XXX XX, 2017