

Ebbetts Pass Fire District



BOARD OF DIRECTORS NOTICE OF REGULAR MEETING **9:00 A.M. Tuesday, April 18, 2023** 1037 Blagen Road, Arnold

In compliance with recently issued guidelines from the State of California and other governing agencies, and in order to aid in keeping the public safe, Ebbetts Pass Fire District (EPFD) continues to conduct our Board Meeting via teleconference in addition to the physical location.

To access the meeting please visit [zoom.us](https://us06web.zoom.us/j/87866449138) website and enter Meeting ID: 878 6644 9138 with passcode: 570252. If you need assistance in accessing this information, please email epfd@epfd.org or call the EPFD office at 209-795-1646, Monday through Friday, 8:00 am to 5:00 pm. You may also register in advance for this meeting: <https://us06web.zoom.us/j/87866449138?pwd=OGIkM0FBL1dyQXJsZDNxTktkZGVJZz09>

If you would like to comment on any item on our Agenda or an item not on the Agenda, please submit those in writing to our office at PO Box 66, 1037 Blagen Road, Arnold CA 95223 or via email at epfd@epfd.org at least 24 hours before the meeting. You may also submit comments via the "Chat" function available during the teleconference online.

MEMBERS OF THE BOARD

J. Scott McKinney, President Mike Barr, Secretary
Denny Clemens Jon Dashner Pete Neal

Concerning Public Comment

Please Note: The Board of Directors offers the opportunity for the public to speak to specific agenda items during the time that agenda item is discussed by the Board. The Board also allows an opportunity for the public to speak on non-agenda items during "public comments" prior to the conclusion of the meeting. The Board may not make any decision related to non-agendized items until the next Board meeting.

AGENDA

1. Call to Order, Flag Salute, Roll Call
2. Public Appearances/Comment: The Board will hear public comment on any agendized or non-agendized item. The Board may discuss public comment but may not take action.
3. Consent Items: Board action limited to discussion and approval of:
 - 3.1. Minutes: 03/21/23
 - 3.2. Acceptance of March 2023 Checks Listings and Authorize to File for Audit

NOTICE OF REGULAR MEETING – continued

April 18, 2023

4. **Committee Reports:** The Board will discuss the status of the following matters. The Board may take action on recommendations and/or give direction to staff or committee members related to follow-up on specific matters addressed by the committee.
 - 4.1. **Finance Committee** (Directors Dashner & Barr)
 - 4.2. **Personnel/Safety Committee** (Directors Dashner & McKinney)
 - 4.3. **Fire Prevention Committee** (Directors Neal & Clemens)
 - 4.4. **Apparatus/Equipment Committee** (Directors McKinney & Neal)

5. **Scheduled Items:** The Board will discuss and take action on the specific items listed below.
 - 5.1. **United States Department of Agriculture:** Comments on the Stanislaus National Forest Hazard Tree Management Project
 - 5.2. **Fire Districts Association of California:** Amended and Restated Joint Powers Agreement of Fire Risk Management Services
 - 5.2.1. **Resolution 2023-2:** Resolution of the Ebbetts Pass Fire District Authorizing Participation in and Approving the Amended and Restated Joint Exercise of Powers Agreement of the Fire Risk Management Services Joint Powers Authority.
 - 5.3. **Special District Risk Management Authority:** 2023-24 Workers' Compensation Renewal Estimate
 - 5.4. **Ebbetts Pass Fire District Ambulance Service:** 2023-24 Ambulance Billing Rate Adjustment
 - 5.4.1. **Resolution 2023-3:** Resolution of the Ebbetts Pass Fire District Adopting Ambulance Transport Rates for Fiscal Year 2023-24
 - 5.5. **Calaveras Public Power Agency (CPPA):** Rate Increase
 - 5.6. **New Type I Fire Engine Build Proposal:** Review a possible action regarding the purchase of a new Type I Fire Engine for Station 3
 - 5.3. **Consumer Price Index (CPI) Adjustment:** Fiscal Year 2023-24 Salary Schedule Cost-of Living Adjustment
 - 5.3.1. **Closed Session:** Pursuant to Govt. Code 54957.6, Conference with District-designated Labor Negotiators Regarding the Following Employee Organization: International Association of Fire Fighters Local 3581
 - 5.3.1. **Open Session:** Report on Actions Taken

6. **Reports:** The Board will hear reports on the following matters. The Board may discuss information contained in these reports.
 - 6.1. Administrative Report
 - 6.2. Legislative Report
 - 6.3. Administrative – EMS

7. **Comments, Questions, and Consideration:** The Board will entertain comments and questions from the following individuals or representatives. The Board may discuss these comments or questions on these items but may not take action.
 - 7.1. Board Members
 - 7.2. Firefighters' Association
 - 7.3. Employees' Group
 - 7.4. Public Comments

8. **Adjournment of Regular Meeting**

ADMINISTRATIVE STAFF:

Michael Johnson, Fire Chief Cheryl Howard, Secretary

Ebbetts Pass Fire District



MINUTES
Board of Directors
March 21, 2023

SUBJECT TO APPROVAL

1. The meeting was called to order with proper social distancing among everyone and with accommodation for the public through the use of Zoom Meetings at 9:00 A.M. Board President Scott McKinney called the meeting to order and the Pledge of Allegiance was recited.

Directors present: Michael Barr Absent: Scott McKinney
Denny Clemens
Jon Dashner
Pete Neal

District personnel present: Fire Chief Mike Johnson
District Secretary Cheryl Howard
Battalion Chief Rodney Hendrix
James Crabtree, Jim Eaves, Chuck Hatcher, Glenn Verkerk,
Alex Baker, Nate Attaway, Sean Bitner, Nick Landuyt,
Josilyn Layton, Kyle Salyer

Public present: none

Others present via Zoom Meeting: Spencer Hickok

2. **PUBLIC APPEARANCES/COMMENT**
None

3. **CONSENT ITEMS**

Mr. Dashner made a motion to approve Consent Items 3.1. and 3.2. Mr. Neal seconded; motion passed 4-0 (AYES: Barr, Clemens, Dashner, Neal; ABSENT: McKinney).

4. **COMMITTEE REPORTS**

- 4.1. **Finance Committee**

Chief Johnson remarked that the incoming revenues should result in good reserves for the District. He also discussed the anticipated total ambulance revenue to be above the amount budgeted.

Chief Johnson also noted that the movement toward a new Station 3 continued slowly with waiting approval from the U.S.F.S. for the property.

4.2. Personnel/Safety Committee

Chief Johnson reported there had been no injuries this past month which was excellent especially with all the snow and ice at the stations.

Chief Johnson reported that Firefighter-Paramedic Scott Vasquez had left the district for Folsom Fire District and that Battalion Chief Hendrix had already begun the search and hiring process for a replacement.

4.3. Fire Prevention Committee

Chief Johnson reported that Fire Prevention Officer Joan Lark's annual lot clearers meeting would be at 9:00 a.m. on Friday, March 24.

4.4. Apparatus/Equipment Committee

Mr. Neal reported that the currently quoted cost for the new engine was above budget as it neared \$1.2 million and included a three-year build time.

5. **SCHEDULED ITEMS**

5.1. Calaveras County Building Department: Fire Inspection Program

Chief Johnson reported that the Fire Inspection Program as prepared by John Parks of the Calaveras County Building Department was basically a menu of the choices the Districts would potentially have. Each fire district would choose what it would want the County Building Dept. to do on behalf of the District.

5.2. Calaveras County Building Department: Unsafe Structures (Calaveras Code 8.06.120)

Chief Johnson reported this was for the Board's information about what was included for dealing with Unsafe Structures.

5.3. Consumer Price Index (CPI) Adjustment:

Fiscal Year 2023-24 Salary Schedule Cost-of-Living Adjustment

Sean Bitner asked the Board to allow the union members to meet for before continuing meet and confer with the Board of Directors regarding the COLA since the union officers have discovered that the 6.2% was incorrect for the annual COLA percentage. There continued to be discussion regarding the verbiage in the MOU about using the CPI-West and the term cumulative. Mr. Neal noted that he thought the CPI West Class B/C should be used because the population was potentially more appropriate. The Board's consensus would be to wait to allow the union to meet but they would still meet in closed session to confer with the committee members.

5.3.1. Closed Session started at 9:40.

5.3.2. Open Session re-opened at 10:00 and Mr. Barr reported there were no reportable actions taken.

6. REPORTS**6.1. Administrative Report**

Chief Johnson reported the beta testing with the MET test bike had begun and he was working on building policy with regard to its use and at this time there was no contract with Dr. Concepcion.

Chief Johnson reported that Mr. Dashner, Mr. Barr, Cheryl Howard, and himself would be attending the SDRMA Safety Education Day on March 22.

6.2. Legislative Report

Chief Johnson noted the Calaveras County Measure A was readying another initiative attempt for election in Spring 2024.

6.3. Administrative - EMS

No report.

7. COMMENTS, QUESTIONS, CONSIDERATIONS**7.1. Board Members**

Mr. Dashner thanked everyone for their good work. Mr. Clemens asked everyone to be safe. Mr. Barr congratulated Alex Baker on his attaining his Paramedic license.

Mr. Neal reported that he had seen Mr. McKinney at the hospital the previous day. He added that he thought Mr. McKinney would be released today and would be enjoying a different diet.

7.2. Firefighters Association

Nate Attaway reported that the visit by the Alicia Ann Ruch Burn Foundation kids had been rescheduled to April 1 which would be a breakfast and dinner for approximately 50 kids.

7.3. Employees' Group

Chuck Hatcher thanked the Board members for their support and the friendly dialogue.

7.4. Public Comments

Jim Eaves commented that with his having seen the department evolve over the years he enjoyed the cohesiveness and cooperation that is within the District now and includes the community's approval of the District.

8. ADJOURNMENT

Mr. Neal made a motion to adjourn. Mr. Dashner seconded; motion passed 4-0. 10:16 A.M.

Respectfully submitted,

Cheryl Howard
District Secretary

**County of Calaveras
General Ledger Summary
Balance Sheet Accounts
As of 3/31/2023**

Fund 2290 Ebbetts Pass Fire

<u>Object Code</u>	<u>Object Description</u>	<u>Balance</u>
<u>Assets</u>		
1006	Cash in Treasury	3,091,818.59
1007	Outstanding Checks	(11,245.97)
1016	Imprest Cash	40,000.00
Total Assets		\$3,120,572.62
 <u>Liabilities</u>		
2009	Sales Tax Payable	158.92
2091	Accts Payable - Staledated Cks	4,532.26
Total Liabilities		\$4,691.18
 <u>Fund Balance</u>		
3002	Fund Bal Unreserv/Undesign	4,090,586.93
3043	Reserve for Imprest Cash	40,000.00
Total Fund Balance		\$4,130,586.93
 Year-to-Date Revenues		
		\$3,952,720.95
Year-to-Date Expenditures		
		\$4,967,426.44
Year-to-Date Transfers In		
		\$0.00
Year-to-Date Transfers Out		
		\$0.00
Year-to-Date Clearing Accounts		
		\$0.00
Total Fund Equity		\$3,115,881.44
Total Liabilities and Fund Equity		\$3,120,572.62

REVENUE ACCOUNT SUMMARY SHEET - March 2023

Fire Operations:				RECEIVED		% Received
ACCOUNT	F No.	BUDGETED	Month	Year-To-Date	Year-To-Date	
Property Tax - Current Secured	4010	2,482,469	0.00	1,378,027.41		56%
Administrative Fee (SB2557)	4013	(46,672)	0.00	(22,918.06)		49%
Unitary Tax	4015	62,824	0.00	33,116.69		53%
Supplemental Tax - Current Secured	4017	40,784	0.00	22,776.24		56%
Property Tax - Current Unsecured	4020	23,859	0.00	23,512.21		99%
Supplemental Tax - Current Unsecured	4027	2,357	0.00	2,203.92		94%
Prior Unsecured Taxes	4040	3,409	0.00	786.67		23%
Transient Occupancy Taxes	4072	75,000	0.00	38,491.79		51%
Interest	4300	5,000	0.00	15,974.41		
HOPTR	4463	20,705	0.00	9,861.27		48%
State Grant - OTS & RFC	4455	91,000	67,779.86	85,426.11		
Timber Tax	4465	-	0.00	88.32		
State Aid for Public Safety (Prop 172)	4472	36,000	0.00	18,493.67		
Federal Grant - AFG	4505	-	0.00	0.00		
Reimbursement - Personnel	4542	50,000	0.00	0.00		0%
Reimbursement - Equipment	4543	5,000	0.00	0.00		0%
Charges for Current Service (hydrants)	4679	10,500	0.00	0.00		0%
Other Refund - Prior Year Taxes	4684	-	0.00	0.00		
Training Fees	4689	-	50.00	6,400.00		
Gifts/Donations	4707	-	0.00	600.00		
Refund - Misc.	4708	-	357.19	3,549.48		
Other Revenue	4712	23,028	4,340.42	18,589.44		81%
Miscellaneous Revenue	4713	500	247.14	251.64		50%
Refunds - Insurance	4743	-	0.00	0.00		
CPPA - PGE Rate Credit	4724	-	1,273.00	1,273.00		
Total		2,885,763	74,047.61	1,636,504.21		57%

EMS/Paramedic Program				RECEIVED		% Received
ACCOUNT	No.	BUDGETED	Month	Year-To-Date	Year-To-Date	
Special Tax	4077	362,883	0.00	199,536.70		55%
Special Tax - Sustain ALS	4077 S	329,504	0.00	128,800.00		39%
Refunds - Insurance	4743	-	0.00	0.00		
Total		692,387	0.00	328336.70		47%

Ambulance Program				RECEIVED		% Received
ACCOUNT	No.	BUDGETED	Month	Year-To-Date	Year-To-Date	
Special Tax	4077	830,503	0.00	456,664.45		55%
Special Tax - Sustain ALS	4077 S	1,115,718	0.00	663,629.74		59%
Other Programs - State (GEMT)	4479	103,000	0.00	103,511.76		
Federal Grant - AFG - Generator	4505	32,685	0.00	0.00		0%
State Other Aid (IGT)	4580	200,000	0.00	4,971.82		2%
EMS Transport Revenue	4660	770,000	93,023.62	747,222.31		97%
Collections	4679	-	166.70	2,114.73		
Refunds - Insurance	4743	-	0.00	9,765.23		
Total		3,051,906	93,190.32	1,987,880.04		65%

FIRE OPERATIONS ACCOUNT SUMMARY SHEET - MAR 2023

ACCOUNT	No.	BUDGET	Month	Year-To-Date	ACCOUNT BALANCE	% Disbursed Year-To-Date
SALARIES & BENEFITS	5001					
Salaries/Wages	-1.001	1,225,853	89,686.01	856,065.39	369,787.61	70%
Extra Hire	-1.002	10,000	0.00	965.97	9,034.03	10%
Extra Hire - Intern	-1.003	46,506	3,187.05	18,556.39	27,949.61	40%
ST/TF FF Payments	-1.004	50,000	0.00	0.00	50,000.00	0%
Volunteer FF Relief	-1.005	40,000	956.06	4,483.99	35,516.01	11%
Retirement-UAL	-1.049	101,903	0.00	96,423.90	5,479.10	95%
Retirement	-1.050	170,022	13,805.48	131,847.94	38,174.06	78%
Group Insurance	-1.055	271,500	20,375.82	204,113.14	67,386.86	75%
Uniform Allowance	-1.062	1,500	0.00	1,400.00	100.00	93%
SERVICES & SUPPLIES	5111					
Safety Clothing	-1.111	11,690	0.00	1,023.14	10,666.86	9%
Safety Equipment	-1.115	6,000	0.00	221.72	5,778.28	4%
Communications-Radios	-1.121	5,760	0.00	1,626.43	4,133.57	28%
Communications-Phone	-1.124	8,000	913.85	5,874.26	2,125.74	73%
Food - Fire Line Meals	-1.131	640	130.20	529.77	110.23	83%
Housekeeping	-1.141	6,800	744.98	5,233.47	1,566.53	77%
Insurance-Prop/Liability	-1.151	34,418	0.00	34,418.00	-	100%
Insurance-Workers Comp	-1.153	57,899	0.00	57,898.30	0.70	100%
Maintenance-Apparatus	-1.181	59,000	487.21	28,867.86	30,132.14	49%
Maintenance-Utilities	-1.182	10,000	363.35	4,043.76	5,956.24	40%
Building Maintenance	-1.201	16,280	1,463.65	16,016.21	263.79	98%
Emergency Care/Rescue	-1.211	1,275	0.00	0.00	1,275.00	0%
Memberships	-1.221	8,015	0.00	9,410.00	(1,395.00)	117%
Office Expense	-1.241	12,050	323.93	2,464.06	9,585.94	20%
Office Expense-Postage	-1.243	1,000		317.90	682.10	32%
Office Expense-Copies	-1.245	690	32.30	320.07	369.93	46%
Professional Services	-1.271	33,000	0.00	12,840.32	20,159.68	39%
Small Tools/FF Equipment	-1.401	23,000	738.24	22,798.36	201.64	99%
Small Tools-Hose/SCBA	-1.402	9,000	0.00	2,288.50	6,711.50	25%
Special District Expense	-1.411	18,650	740.58	7,788.46	10,861.54	42%
SDE--Health Maintenance	-1.412	14,700	100.00	2,492.04	12,207.96	17%
Training	-1.422	12,500	1,657.66	13,952.43	(1,452.43)	112%
Travel/Education	-1.478	9,000	0.00	350.12	8,649.88	4%
Transportation Fuel	-1.480	20,000	1,605.71	19,041.35	958.65	95%
Utilities - Water/Sewer	-1.501	4,660	737.95	4,170.02	489.98	89%
Utilities - Electrical	-1.504	5,440	1,012.72	7,634.67	(2,194.67)	140%
Utilities - Propane	-1.505	10,400	3,151.63	11,343.30	(943.30)	109%
LAFCO Fee	5627	4,370	0.00	4,312.96	57.04	99%
FIXED ASSETS						
Building Fund: Structures	5640	271,698	0.00	179,836.61	91,861.39	66%
Equipment	5701	327,402	92,591.78	333,409.17	(6,007.17)	
Fire Operation Fund Totals		2,920,621	234,806.16	2,104,379.98	816,241.02	72%

CHECKS ISSUED LISTING - MAR 2023 FIRE OPERATIONS

Check No.	PAID TO	PURPOSE	AMOUNT
5001.1.001: SALARIES			
	24787, 24906	Payroll / Statutory Elective Withholding	80,454.02
	24787, 24906	Paychex Fee	428.70
1126723, 1127450	PARS	EE withholding	116.34
	24788, 24907	EPFF Local #3581	884.87
	25018	CalPERS	7,802.08
5001.1.002: EXTRA HIRE			<i>none issued</i>
5001.1.003: EXTRA HIRE - SPECIAL			
	24787, 24906	Payroll / Statutory Elective Withholding	2,962.05
1126723, 1127450	PARS	EE withholding	225.00
5001.1.004: Expenditure: ST/TF Firefighter Payment			<i>none issued</i>
5001.1.005: Expenditure: Volunteer Firefighter Payment			
1126997, 1127534	PARS	trust administration	956.06
5001.1.049: RETIREMENT UAL PREPAYMENT & LOAN			<i>none issued</i>
5001.1.050: RETIREMENT (PERS)			
	25018	CalPERS	13,805.48
5001.1.055: GROUP INSURANCE			
	24787, 24906	Supplemental Life Premium Withholding	-100.98
	1127532	FDAC-EBA	1,187.27
	1127535	SDRMA-Employee Benefit Service - medical premium	18,386.53
	1127533	LV FF Health & Welfare Trust	903.00
5001.1.062: UNIFORM ALLOWANCE			<i>No longer identified separate of pay.</i>
5111.1.111: SAFETY CLOTHING			<i>none issued</i>
5111.1.115: SAFETY EQUIPMENT			<i>none issued</i>
5111.1.121: COMMUNICATIONS: RADIOS			<i>none issued</i>

CHECKS ISSUED LISTING - MAR 2023 FIRE OPERATIONS

5111.1.124: COMMUNICATIONS: TELEPHONE

1126993 Comcast	phone/internet	109.18
1126994 Fox Security	flow alarm servicing	48.00
1126692 Verizon Wireless (Cell Co)	cell phones	77.56
1126692 Verizon Wireless (Cell Co)	cell phones	76.08
1127520 AT&T - Local - Sta.2 & 4	monthly charges	100.04
1127757 Comcast	phone/internet	185.52
1127756 Verizon Wireless (Cell Co)	cell phones/ipad connect	147.79
1128095 Comcast	phone/internet	169.68

5111.1.131: FOOD/FIRE LINE MEALS

1128100 US Bank	pizza during storm response	130.20
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5111.1.141: HOUSEHOLD EXPENSE

1127000 US Bank	Misc housekeeping	99.28
1127518 Aramark	coverall/rag service	90.82
1127519 Arnold Auto Supply	carwash brush	28.95
1127524 CA Waste Recovery	trash removal	123.09
1127525 Ebbetts Pass Lumber Co.	batteries, sponges, fasteners	31.05
1127755 Anchor Pest Control	pest control	96.00
1128100 US Bank	trash liners, paper towels	275.79

5111.1.151: INSURANCE: PROPERTY/LIABILITY

none issued

5111.1.153: INSURANCE: WORKER'S COMPENSATION

none issued

5111.1.181: MAINTENANCE: APPARATUS

1126998 Chains Required	U1009: tire cables	173.95
1127519 Arnold Auto Supply	U6008: bungies, U1009: coolant	119.87
1127525 Ebbetts Pass Lumber Co.	U1008: auto fuse	4.75
1127528 John Deere Power Plan	U6008:Loader cutting edge	188.64

5111.1.182: MAINTENANCE: UTILITIES

1127519 Arnold Auto Supply	U3023: hitch, oil eater spray	46.07
1127530 Snoquip Inc.	U3020: Plow edge	291.11
1128099 Snoquip Inc.	U3015: bolt, locknut	26.17

5111.1.201: BUILDING & GROUNDS MAINTENANCE

1127525 Ebbetts Pass Lumber Co.	WD-40, texture spray, penetrant	22.19
1127526 Ebbetts Pass Gas Service	Service furnace #1	125.00
1127758 Cummins	S1,S2,S3: service generators	494.00
1128096 Cummins	S1 replace annunciator	480.51
1128100 US Bank/Capital Door Lock	replacement code lock	341.95

CHECKS ISSUED LISTING - MAR 2023 FIRE OPERATIONS

5111.1.211: EMERGENCY CARE *none issued*

5111.1.221: MEMBERSHIPS/SUBSCRIPTIONS *none issued*

5111.1.241: OFFICE EXPENSE

1127000 US Bank	spam blocker,microsoft sub	109.99
1127522 Calaveras Enterprise	subscription	45.00
1127761 Staples	paper, lam pouches	123.25
1128100 US Bank	spam blocker, pens, notepads	45.69

5111.1.243: OFFICE EXPENSE: POSTAGE

JE Calaveras Co.	checks postage
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5111.1.245: OFFICE EXPENSE: COPIES

1127529 Power Business Technologies	copier maintenance	80.75
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5111.1.271: PROFESSIONAL SERVICES *none issued*

5111.1.401: SMALL TOOLS/FF EQUIPMENT

1127525 Ebbetts Pass Lumber Co.	padlock, pliers, grill brush, misc l	193.12
1127760 LN Curtis	hydrant drop-off pack, adapter	382.40
1128100 US Bank	snow shovels	162.72

5111.1.402: SMALL TOOLS: HOSE / SCBA

1123284 US Bank	fit test kit	55.72
1123973 Bauer Compressors	Annual PM & air test	1,299.64

5111.1.411: SPECIAL DISTRICT EXPENSE

1127000 US Bank: SAMBA	EPN program	48.99
1128100 US Bank: SAMBA	EPN program	50.99
1128100 US Bank	lumber for emer responses	640.60

5111.1.412: SPECIAL DISTRICT EXPENSE: HEALTH MAINTENANCE

1127000 US Bank	RMH DMV physical	100.00
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5111.1.422: TRAINING

1127000 US Bank	pavers for burn prop, CDH medi	1,657.66
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5111.1.478: TRAVEL/EDUCATION/TRAINING *none issued*

CHECKS ISSUED LISTING - MAR 2023**FIRE OPERATIONS****5111.1.480: TRANSPORTATION FUEL**

24858 Hunt & Sons, Inc	diesel	363.99
24918 EPFD/WEX Bank	diesel	67.41
24913 Hunt & Sons, Inc	diesel	865.16
1127526 Ebbetts Pass Gas Service	unleaded	309.15
25014 Hunt & Sons, Inc	diesel	1,423.89

5111.1.501: UTILITIES: WATER/SEWER

1127523 CCWD	water/sewer	737.95
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5111.1.504: UTILITIES: ELECTRICITY

JE CPPA	electricity	1,012.72
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5111.1.505: UTILITIES: PROPANE

1127526 Ebbetts Pass Gas Service	propane	3,151.62
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5640 F: STRUCTURES*none issued***5701 F: EQUIPMENT**

1127442 WestAmerica Bank	engine loan payment	92,591.78
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ENGINE PARAMEDIC PROGRAM ACCOUNT SUMMARY SHEET - Mar 2023

ACCOUNT	No.	BUDGET	Month	Year-To-Date	ACCOUNT BALANCE	% Disbursed Year-To-Date
SALARIES & BENEFITS	5001					
Salaries/Wages	-2.001	411,145	26,698.27	252,004.40	159,140.60	61%
Retirement-UAL	-2.049	56,226	0.00	53,282.07	2,943.93	95%
Retirement	-2.050	61,749	5,060.82	49,007.25	12,741.75	79%
Group Insurance	-2.055	98,800	6,876.87	74,567.74	24,232.26	75%
Uniform Allowance	-2.062	600	0.00	600.00	-	100%
SERVICES & SUPPLIES	5111					
Safety Clothing	-2.111	2,775	0.00	133.98	2,641.02	5%
Safety Equipment	-2.115	1,000	0.00	23.77	976.23	2%
Communications-Radios	-2.121	1,440	0.00	283.04	1,156.96	20%
Communications-Phone	-2.124	2,000	228.21	1,468.31	531.69	73%
Food/Meals	-2.131	160	32.55	77.94	82.06	49%
Housekeeping	-2.141	1,700	179.00	1,262.95	437.05	74%
Insurance-Prop/Liability	-2.151	6,884	0.00	6,883.00	1.00	100%
Insurance-Workers Comp	-2.153	11,580	0.00	11,579.85	0.15	100%
Maintenance-Apparatus	-2.181	2,900	0.00	0.00	2,900.00	0%
Building & Grounds Maint.	-2.201	4,070	329.12	2,817.16	1,252.84	69%
Copier Maintenance	-2.245	175	8.07	67.32	107.68	38%
Professional Services	-2.271	2,200	0.00	2,141.37	58.63	97%
Special District Expense	-2.411	1,030	12.00	1,070.00	(40.00)	104%
SDE--Health Maintenance	-2.412	3,300	100.00	698.00	2,602.00	21%
Training	-2.422	4,000	0.00	3,399.87	600.13	85%
Travel/Education	-2.478	2,700	0.00	27.54	2,672.46	1%
Transportation Fuel	-2.480	7,200	2,520.62	6,861.92	338.08	95%
Utilities - Water/Sewer	-2.501	1,165	184.49	959.03	205.97	82%
Utilities - Electrical	-2.504	1,360	253.18	1,908.65	(548.65)	140%
Utilities - Propane	-2.505	2,600	787.90	2,835.81	(235.81)	109%
SPECIAL TAX HANDLING FEE	5411	3,629	0.00	0.00	3,629.00	0%
Engine Paramedic Program Totals		692,388	43,271.10	473,960.97	218,427.03	68%

CHECKS ISSUED LISTING - MAR 2023 ENGINE PARAMEDIC

Check No.	PAID TO	PURPOSE	AMOUNT
5001.2.001: SALARIES			
	24787, 24906 Payroll / Statutory Elective Withholding / Paychex Fee		24,041.51
1126723, 1127450	PARS	EE withholding	0.00
	24788, 24907 EPFF Local #3581	dues and meals withholding	450.00
	25018 CalPERS	EE portion; ER paid EE portion	2,206.76
5001.2.049: RETIREMENT UAL PREPAYMENT & LOAN			<i>none issued</i>
5001.2.050: RETIREMENT (PERS)			
	25018 CalPERS	Employer Portion	5,060.82
5001.2.055: GROUP INSURANCE			
	24787, 24906 Supplemental Life Premium Withholding		-26
	1127532 FDAC-EBA	vision/dental/life premium	384.00
	1127535 SDRMA-Employee Benefit Service - medical premium		6,518.87
5001.2.062: UNIFORM ALLOWANCE		<i>No longer identified separate of pay.</i>	
5111.2.111: SAFETY CLOTHING			<i>none issued</i>
5111.2.115: SAFETY EQUIPMENT			<i>none issued</i>
5111.2.121: COMMUNICATIONS: RADIOS			<i>none issued</i>
5111.2.124: COMMUNICATIONS: TELEPHONE			
	1126993 Comcast	phone/internet	27.30
	1126994 Fox Security	flow alarm servicing	12.00
	1126692 Verizon Wireless (Cell Co)	cell phones	19.39
	1126692 Verizon Wireless (Cell Co)	cell phones	19.01
	1127520 AT&T - Local - Sta.2 & 4	monthly charges	25.01
	1127757 Comcast	phone/internet	46.38
	1127756 Verizon Wireless (Cell Co)	cell phones/ipad connect	36.70
	1128095 Comcast	phone/internet	42.42
5111.2.131: FOOD/FIRE LINE MEALS			
	1128100 US Bank	pizza during storm response	32.55
5111.2.141: HOUSEHOLD EXPENSE			
	1127000 US Bank	Misc housekeeping	24.82
	1127518 Aramark	coverall/rag service	22.70
	1127524 CA Waste Recovery	trash removal	30.77

CHECKS ISSUED LISTING - MAR 2023 ENGINE PARAMEDIC

1127525 Ebbetts Pass Lumber Co.	batteries, sponges, fasteners	7.76
1127755 Anchor Pest Control	pest control	24.00
1128100 US Bank	trash liners, paper towels	68.95

5111.2.151: INSURANCE: PROPERTY/LIABILITY *none issued*

5111.2.153: INSURANCE: WORKER'S COMPENSATION *none issued*

5111.2.181: MAINTENANCE: APPARATUS *none issued*

5111.2.201: BUILDING & GROUNDS MAINTENANCE

1127758 Cummins	S1,S2,S3: service generators	123.50
1128096 Cummins	S1 replace annunciator	120.13
1128100 US Bank/Capital Door Lock	replacement code lock	85.49

5111.2.245: OFFICE EXPENSE: COPIES *none issued*

5111.2.271: PROFESSIONAL SERVICES *none issued*

5111.2.402: SMALL TOOLS: HOSE / SCBA *none issued*

5111.2.411: SPECIAL DISTRICT EXPENSE

1127000 US Bank (SAMBA)	EPN reporting	6.00
1128100 US Bank: SAMBA	EPN program	6.00

5111.2.412: SPECIAL DISTRICT EXPENSE: HEALTH MAINTENANCE

1127521 US Bank	reimb DMV Physical	100.00
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5111.2.422: TRAINING *none issued*

5111.2.478: TRAVEL/EDUCATION/TRAINING *none issued*

5111.2.480: TRANSPORTATION FUEL *none issued*

5111.2.501: UTILITIES: WATER/SEWER

1127523 CCWD	water/sewer	184.49
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5111.2.504: UTILITIES: ELECTRICITY

JE CPPA	electricity	253.18
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5111.2.505: UTILITIES: PROPANE

1127526 Ebbetts Pass Gas Service	propane	787.91
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5411 P: SPECIAL TAX HANDLING FEE *none issued*

AMBULANCE PROGRAM ACCOUNT SUMMARY SHEET - March 2023

ACCOUNT	No.	BUDGET	Month	Year-To-Date	ACCOUNT BALANCE	% Disbursed Year-To-Date
SALARIES & BENEFITS	5001					
Salaries/Wages	-3.001	1,596,163	118,525.86	1,072,617.58	523,545.42	67%
Retirement-UAL	-3.049	96,216	0.00	90,813.39	5,402.61	94%
Retirement	-3.050	185,670	14,536.66	138,729.03	46,940.97	75%
Group Insurance	-3.055	401,728	32,267.55	300,181.30	101,546.70	75%
Uniform Allowance	-3.062	3,000	0.00	2,600.00	400.00	87%
SERVICES & SUPPLIES	5111					
Safety Clothing	-3.111	13,860	2,858.75	4,168.01	9,691.99	30%
Safety Equipment	-3.115	5,750	16.08	159.57	5,590.43	3%
Communications-Radios	-3.121	4,200	73.80	3,583.74	616.26	85%
Communications-Phone	-3.124	10,000	1,141.09	7,341.59	2,658.41	73%
Food - Fire Line Meals	-3.131	800	162.76	437.08	362.92	55%
Housekeeping	-3.141	8,500	895.04	6,314.94	2,185.06	74%
Insurance-Prop/Liability	-3.151	27,535	0.00	27,535.00	-	100%
Insurance-Workers Comp	-3.153	46,319	0.00	46,318.39	0.61	100%
Maintenance-Ambulances	-3.183	31,250	5,056.30	20,302.36	10,947.64	65%
Building Maintenance	-3.201	20,350	4,352.25	19,115.08	1,234.92	94%
Emergency Care/Rescue	-3.211	43,080	5,360.57	35,677.30	7,402.70	83%
Memberships	-3.221	150	0.00	0.00	150.00	0%
Office Expense	-3.241	4,800	168.94	1,558.54	3,241.46	32%
Office Expense - Copies	-3.245	860	40.38	381.72	478.28	44%
Professional Services	-3.271	69,934	1,953.75	55,975.82	13,958.18	80%
Small Tools/FF Equipment	-3.401	7,050	0.00	7,049.68	0.32	100%
Special District Expense	-3.411	10,450	48.00	11,405.89	(955.89)	109%
SDE--Health Maintenance	-3.412	23,100	0.00	4,475.20	18,624.80	19%
SDE--Administrative Fee	-3.413	3,800	0.00	0.00	3,800.00	0%
Training	-3.422	12,000	2,062.36	11,584.55	415.45	97%
Travel/Education	-3.478	4,500	0.00	137.73	4,362.27	3%
Transportation Fuel	-3.480	22,000	1,306.09	23,756.10	(1,756.10)	108%
Utilities - Water/Sewer	-3.501	5,815	922.43	4,795.16	1,019.84	82%
Utilities - Electrical	-3.504	6,800	1,265.90	9,543.35	(2,743.35)	140%
Utilities - Propane	-3.505	13,000	3,939.54	14,179.14	(1,179.14)	109%
Bank Charges	5403 A	-	0.00	0.00	-	
SPECIAL TAX HANDLING FEE	5411	22,757	0.00	0.00	22,757.00	0%
REFUND OVERPAYMENT	5612	13,000	8,981.28	14,410.26	(1,410.26)	111%
Bad Debts (NSF checks)	5616 A	-	0.00	0.00	-	
FIXED ASSETS						
Building Fund: Structures	5640	-	0.00	0.00	-	
Equipment	5701	314,000	0.00	52,304.25	261,695.75	17%
Ambulance Program Totals		3,028,437	205,935.38	1,987,451.75	1,040,985.25	66%

CHECKS ISSUED LISTING - MAR 2023**STATION 3 A**

Check No.	PAID TO	PURPOSE	AMOUNT
5001.3.001: SALARIES			
24787, 24906	Payroll / Statutory Elective Withholding / Paychex Fee		104,904.93
1126723, 1127450	PARS	EE withholding	0.00
24788, 24907	EPFF Local #3581	dues and meals withholding	2,265.13
25018	CalPERS	EE portion; ER paid EE portion	11,355.80
5001.3.049: RETIREMENT UAL PREPAYMENT & LOAN			<i>none issued</i>
5001.3.050: RETIREMENT (PERS)			
20518	CalPERS	Employer Portion	14,536.66
5001.3.055: GROUP INSURANCE			
24787, 24906	Supplemental Life Premium Withholding		-129.12
1127532	FDAC-EBA	vision/dental/life premium	2,075.53
1127535	SDRMA-Employee Benefit Service - medical premium		30,321.14
5001.3.062: UNIFORM ALLOWANCE		<i>No longer identified separate of pay.</i>	
5111.3.111: SAFETY CLOTHING			
1126996	LN Curtis	structure pants (JBL, __)	2,858.75
5111.3.115: SAFETY EQUIPMENT			
1127525	Ebbetts Pass Lumber Co.	ice cleats	16.08
5111.3.121: COMMUNICATIONS: RADIOS			
1126999	UPS	ship items to Braun NW	68.33
1127762	UPS	add'l shipping fees	5.47
5111.3.124: COMMUNICATIONS: TELEPHONE			
1126993	Comcast	phone/internet	136.49
1126994	Fox Security	flow alarm servicing	60.00
1126692	Verizon Wireless (Cell Co)	cell phones	96.96
1126692	Verizon Wireless (Cell Co)	cell phones	95.10
1127520	AT&T - Local - Sta.2 & 4	monthly charges	125.06
1127757	Comcast	phone/internet	231.89
1127756	Verizon Wireless (Cell Co)	cell phones/ipad connect	183.48
1128095	Comcast	phone/internet	212.11
5111.3.131: FOOD/FIRE LINE MEALS			
1128100	US Bank	pizza during storm response	162.76

CHECKS ISSUED LISTING - MAR 2023**STATION 3 A****5111.3.141: HOUSEHOLD EXPENSE**

1127000 US Bank	Misc housekeeping	124.10
1127518 Aramark	coverall/rag service	113.52
1127524 CA Waste Recovery	trash removal	153.87
1127525 Ebbetts Pass Lumber Co.	batteries, sponges, fasteners	38.81
1127755 Anchor Pest Control	pest control	120.00
1128100 US Bank	trash liners, paper towels	344.74

5111.3.151: INSURANCE: PROPERTY/LIABILITY*none issued***5111.3.153: INSURANCE: WORKER'S COMPENSATION***none issued***5111.3.183: MAINTENANCE: AMBULANCES**

1127001 Arnold Automotive	U3509: Oil Change fuel filters	532.17
1126995 Arnold Tire	U3508: tiire rotation	80.00
1127000 US Bank/GT Automotive	U3506:leaky exhaust, U3507: glc	2,892.72
1127519 Arnold Auto Supply	tighteners, DEF	49.86
1127531 Arnold Automotive	U3509: E-Brake adjustment	98.00
1128100 US Bank	U3509: replace pking brake; trar	1,403.55

5111.3.201: BUILDING & GROUNDS MAINTENANCE

1127758 Cummins	S1,S2,S3: service generators	617.50
1128096 Cummins	S1 replace annunciator	600.63
1128098 Modesto Overhead Door Inc	service S1 & S3 amb bay doors	2,706.69
1128100 US Bank/Capital Door Lock	replacement code lock	427.43

5111.3.211: EMERGENCY CARE

1127759 Life Assist	medical supplies	303.88
1128093 Airgas	oxygen	461.57
1128097 Life Assist, Inc	medical supplies	4,595.12

5111.3.221: MEMBERSHIPS/SUBSCRIPTIONS*none issued***5111.3.241: OFFICE EXPENSE**

1127761 Staples	paper, lam pouches	123.25
1128100 US Bank	spam blocker, pens, notepads	45.69

5111.3.245: OFFICE EXPENSE: COPIES*none issued***5111.3.271: PROFESSIONAL SERVICES**

1127527 Health Management Associate	IGT/PP-GEMT consulation	663.75
1128101 Wittman Enterprises, LLC	billing services	1,290.00

CHECKS ISSUED LISTING - MAR 2023**STATION 3 A****5111.3.401: SMALL TOOLS/FF EQUIPMENT***none issued***5111.3.411: SPECIAL DISTRICT EXPENSE**

1127000 US Bank (SAMBA)	EPN reporting	24.00
1128100 US Bank: SAMBA	EPN program	24.00

5111.3.412: SPECIAL DISTRICT EXPENSE: HEALTH MAINTENANCE *none issued***5111.3.413: SPECIAL DISTRICT EXPENSE: ADMINISTRATIVE FEE** *none issued***5111.3.422: TRAINING**

1127000 US Bank	pavers for burn prop, CDH medi	250.00
1128102 Spencer Hickok	SJH medic renewal	250.00
1128094 Alex Baker	reimb medic licensing fees	863.73
1128100 US Bank	AA batteries, CPR/1st Aid class items	698.63

5111.3.478: TRAVEL/EDUCATION/TRAINING*none issued***5111.3.480: TRANSPORTATION FUEL**

24858 Hunt & Sons, Inc	diesel	278.36
24918 EPFD/WEX Bank	diesel	348.48
24913 Hunt & Sons, Inc	diesel	661.61
1127526 Ebbetts Pass Gas Service	unleaded	17.64
25014 Hunt & Sons, Inc	diesel	1,096.73

5111.3.501: UTILITIES: WATER/SEWER

1127523 CCWD	water/sewer	922.43
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5111.3.504: UTILITIES: ELECTRICITY

JE CPPA	electricity	1,265.90
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5111.3.505: UTILITIES: PROPANE

1127526 Ebbetts Pass Gas Service	propane	3,939.54
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5403 A: TREASURER'S ADMIN FEE*none issued***5411 A: SPECIAL TAX HANDLING FEE***none issued***5640 A: STRUCTURES***none issued***5701 A: EQUIPMENT***none issued***5612 A: REFUNDS**

24859 EPFD: DHCS	QAF 2nd QTR 2022	4,048.38
25018 EPFD: DHCS	QAF 3rd QTR 2022	4,932.90



United States
Department of
Agriculture

Forest
Service

Pacific Southwest Region
Stanislaus National Forest

19777 Greenley Road
Sonora, CA 95270
(209) 532-3671
FAX: (209) 533-0765
TTY/TDD: (209) 533-1890
<http://www.fs.usda.gov/stanislaus>



File Code: 1950
Date: April 6, 2023

Dear Interested Party:

The Forest Service is seeking comments on the Stanislaus National Forest Hazard Tree Management Project. This project proposes felling and removal of hazardous trees adjacent to roads, high-use motorized trails, and recreation and administrative sites within the Stanislaus National Forest.

Hazard trees present an existing and future safety risk to the public, firefighters, and FS personnel regardless of how the hazard originated i.e., insects, disease, drought, or wildfire mortality. If hazard trees are left unabated, they may fall on roads and facilities such as trailheads, administrative sites, or within recreation areas, and either cause direct injury or death to people (such as a tree falls on a tent with a family sleeping inside) or indirect injury or death. Providing a safe environment for the public and administrative use is a priority for the Forest Service. In Region 5, multiple Forestwide hazard tree management efforts were recently completed or are in the works. The R5 Southern Sierra Post-Disturbance Hazard Tree Environmental Assessment (EA) and Decision Notice (signed January 2023) presented a purpose and need and hazard tree management actions that align with the needs on the Stanislaus National Forest. As such, my team prepared a Determination of NEPA Adequacy (DNA; 36 CFR 220.4(j)) for this project.

The DNA and other related supporting documentation are available for review on the project website at: <https://www.fs.usda.gov/project/?project=63553>. To obtain a hard copy of the DNA and other related material, please see the contact information below.

How to Comment

This 30-day combined scoping and comment period is provided pursuant to 36 CFR 218.22 to allow those interested in or affected by this proposal an opportunity to offer input before decision are made. Comments concerning this proposal will be accepted for 30 calendar days following publication of the legal notice in the Union Democrat, the newspaper of record for the Stanislaus National Forest.

This project is subject to the pre-decisional administrative review process pursuant to 36 CFR 218, Subparts A and B. As always, it is important to the Forest Service and the NEPA process that you submit your specific written comments timely to allow us the opportunity to consider your comments before developing the draft decision (expected in May 2023). Only individuals or entities (as defined by 36 CFR 218.2) who submit timely and specific written comments during this 30-day combined public scoping and comment period will be eligible to file an objection during the objection period, if one is provided for this project, prior to a final decision (36 CFR 218.5(a)). The publication date in the newspaper of record is the exclusive means for calculating the comment period for this proposal. Those wishing to comment should not rely on dates or timeframe information provided by any other source (36 CFR 218.24(c)(2)). Extensions to the length of the comment period cannot be granted (35 CFR 218.25(a)(1)(iv)). Individuals and organizations wanting eligibility to object must meet the information requirements of 36 CFR 218.25(a)(3) including specific written comments regarding the proposed project, along with supporting reasons (36 CFR 218.25(a)(3)(iii)). Each individual or representative from each entity submitting timely and specific written comments regarding this project must either



Caring for the Land and Serving People



sign the comments or verify identify upon request (36 CFR 218.24(b)(8)). All written comments received by the responsible official become a matter of public record (36 CFR 218.25(b)(2)).

Please submit comments online at: <https://www.fs.usda.gov/project/?project=63553>. From this location, click on the 'Comment / Object on Project' link located on the right-hand side under the 'Get Connected' box. Alternatively, you can use the following link to submit electronic comments with a few less mouse clicks: <https://cara.fs2c.usda.gov/Public//CommentInput?Project=63553>.

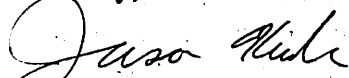
If you are not able to access the online form, written comments may also be mailed to: Stanislaus National Forest, Attn: **STF Hazard Tree**, 19777 Greenley Road, Sonora, CA 95370.

Contact Information

For additional information regarding this project, please contact Benjamin Cossel, Public Affairs Officer, at: Benjamin.cossel@usda.gov

Signature

Sincerely,



Jason Kuiken
Stanislaus National Forest
Forest Supervisor



TO: FDAC EBA Member Districts
FROM: Carmen Berry, FDAC EBA Executive Director
DATE: March 2, 2023
SUBJECT: **AMENDED AND RESTATED JOINT POWERS AGREEMENT OF FIRE RISK MANAGEMENT SERVICES (formerly FDAC Employee Benefits Authority)**

The Fire Districts Association of California Employment Benefits Association (FDAC EBA) and Fire Agencies Self Insurance System (FASIS) will consolidate, effective July 1, 2023, to form Fire Risk Management Services (FRMS). FRMS is a multi-line risk pool providing eligible fire districts and public agencies that provide emergency services employee benefits coverage and workers' compensation to eligible fire districts in California.

The FDAC EBA and FASIS Consolidation Advisory Committee has met regularly over the past twelve months to work toward streamlining the financial and administrative services via a consolidation of the two programs. At the Special Board of Directors Meeting on February 22, 2023, the FASIS and FDAC EBA Boards unanimously approved the FRMS Amended and Restated Joint Powers Agreement (JPA), effective July 1, 2023.

In accordance with the Joint Powers Agreement: Creating the FDAC Fire Benefits Authority, Article 14:

"This Joint Powers Agreement may be amended by an amendment in writing signed by two-thirds of the Agencies then parties to this Agreement."

Attached is the Amended and Restated Joint Powers Agreement of the Fire Risk Management Services. The Agreement requires approval under Section 31: Execution in Counterparts and must be received in our office **no later than June 20, 2023**. Signatories to the Agreement will require approval from their respective governing bodies. To aid in this endeavor, attached are sample resolutions for use by either 1) members of FDAC EBA only; or 2) members of both FASIS and FDAC EBA. The sample resolutions allow for approval of the Agreement and authorize the designated executive officer to execute, thus enabling participation in FRMS, effective July 1, 2023.

Upon approval from your district's governing body, the Agreement under Section 31 (page 20) must be executed using one of the following options:

1. Original Signature: print Section 31 (page 20) of the Agreement, sign and return via USPS.
2. Electronic Signature - Email: print Section 31 (page 20) of the Agreement, sign, scan, and return via email.
3. Electronic Signature - Acrobat Sign: electronically access the Agreement, sign, and submit.

When utilizing options #1 or #2 above, please submit the executed Agreement via USPS, email, or fax to:

Melissa Feltz, FDAC EBA Coordinator
c/o SMA
808 R Street, Suite 209
Sacramento, CA 95811
FAX: (916) 231-2141
mfeltz@firebenefits.org

Your attention to this important matter is appreciated. If you have any questions or require additional information, please contact Melissa Feltz at (916) 231-2143 or mfeltz@firebenefits.org.

Attachments:

1. Amended and Restated Joint Powers Agreement of Fire Risk Management Services
2. Sample Resolution Authorizing Participation in Fire Risk Management Services – FASIS
3. Sample Resolution Authorizing Participation in Fire Risk Management Services – FASIS & FDAC EBA

**AMENDED AND RESTATED JOINT POWERS AGREEMENT
OF FIRE RISK MANAGEMENT SERVICES
(Formerly Fire Agencies Self Insurance System (FASIS))**

This Amended and Restated Joint Powers Agreement of Fire Risk Management Services (“FRMS”) (“Agreement”), formerly known as the Fire Agencies Self Insurance System (“FASIS”) is made and entered into by and among the public agencies organized and existing under the laws of the State of California who have or may hereafter execute this Joint Powers Agreement (the “Members”) pursuant to the authority conferred by Government Code Section 6500 et seq.

RECITALS

WHEREAS, each of the Members 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, California Labor Code Section 3700 (c) authorizes public agencies, including members of a pooling arrangement under a joint powers authority, to fund and self-insure for their Worker’s Compensation claims liability; and

WHEREAS, California Government Code Section 990.4 provides that a local public agency may self-insure, purchase insurance through an authorized carrier, purchase insurance through a surplus lines broker, or any combination of these; and

WHEREAS, California Government Code Sections 989 and 990 authorize a local public agency to self-insure itself and its employees against tort and inverse condemnation liability; and

WHEREAS, California Government Code Section 990.8 provides that two or more local public agencies may, by a joint powers agreement, provide insurance for any purpose by any one or more of the methods specified in Government Code Section 990.4; and

WHEREAS, California Government Code Section 990.6 provides that the cost of such insurance or self-insurance is an authorized and appropriate expenditure of public funds; and

WHEREAS, California Government Code Sections 53200, 53201(a), 53202, 53202.2, 65205, 53205.1, 53205.16, 53206, 53208 and Health and Safety Code Section 13800 et seq. provide that a local public agency may provide for any health and welfare benefits for the benefit of its existing and retired officers, employees, and members of its legislative body, which health and welfare benefits include, but are not limited to medical, hospital surgical, disability, legal expense, dental, vision, life, and income protection insurance or benefits, whether provided on an insurance basis, self-funded basis, or some combination of insurance and self-funding; and

WHEREAS, Government Code Section 53202 states that in providing such health and welfare benefits, a public agency may approve self-funded plans or may contract with one or more admitted insurers, health service organizations or legal service organizations for such plans of health and welfare benefits as the public agency determines to be in the best interest of the public agency and its existing and retired officers, employees and legislative body; and

WHEREAS, Government Code Section 53205 provides that the legislative body of a public agency may expend public agency funds for the premiums, dues or other charges for health and welfare benefits of its existing and retired officers, employees, and members of its legislative body; and

WHEREAS, each of the Members which are parties to this Agreement desire to join together with other Members in order to collectively establish, operate, manage, administer and fund programs of insurance and/or self-insurance for workers' compensation benefits, employment benefits, general liability, property damage, and other coverages to be determined; and

WHEREAS, each of the Members which are parties to this Agreement find it to be to its mutual advantage and in the public benefit to utilize any power common to them, and all those powers available to a Joint Powers Authority pursuant to the Joint Powers Act at Government Code Section 6500 et seq. (the "Act"), to fulfill the purposes of this Agreement specified in Section 3 hereof, including establishing pools for self-insured losses and purchasing excess or re-insurance and administrative services in connection with the Joint Protection Programs (the "Coverage Programs") for the collective benefit of the Members; and

WHEREAS, certain Members have previously executed that certain Amended Joint Powers Agreement of FASIS dated October 13, 2005 (the "FASIS JPA"), which agreement such Members desire to amend and restate by this Agreement; and

WHEREAS, this Amendment and Restatement is intended to allow members of Fire Districts Association of California Employment Benefits Authority ("FDAC EBA") to join FRMS and share in consolidated administration and governance of programs by amending and restating its existing Joint Powers Agreement to this Agreement; and

WHEREAS, the governing body of each Member has determined that it in the best interests of the Member, and in the public interest, to execute this Agreement and participate in FRMS as a Member;

WHEREAS, it is to the mutual advantage of and in the best interest of the parties to this Joint Powers Agreement to continue and expand this Joint Powers Authority for the purposes stated.

NOW THEREFORE, for and in consideration of all of the mutual benefits, covenants and agreements contained herein, the parties hereto agree as follows:

**SECTION 1:
DEFINITIONS**

The following definitions shall apply to the provisions of this Agreement:

1. "Act" means Articles 1 through 4 (commencing with Section 6500) of Chapter 5, Division 7, Title 1 of the California Government Code, as amended.
2. "Administrator" shall mean the employee or third-party contractor who is appointed by the Board of Directors to manage the business and affairs of FRMS under the policy direction of the Board of Directors.
3. "Assessment" means an amount additional to a Member's initial contribution or annual contribution, which the Board of Directors determines, in accordance with this Agreement and/or the Bylaws, that a Member or Former Member owes on account of its participation in a Coverage Program for a given Program year.
4. "Board of Directors" or "Board" shall mean the governing body of FRMS.
5. "Bylaws" means the Bylaws of FRMS adopted by the Board of Directors, as they may be amended from time to time.
6. "Claim" shall mean a demand made by or against a Member or Former Member which is or may be covered by one of the Coverage Programs approved by the Board of Directors.
7. "Contribution" shall mean the amount determined by the Board of Directors to be the appropriate sum of money which a Member must pay at the commencement of or during a Program Year in exchange for the benefits provided by a Coverage Program.
8. "Coverage Program" shall mean the specific type of Joint Protection Program as set forth in the terms, conditions and exclusions of the Coverage Documents for insured or self-insured losses, and the purchasing of excess or re-insurance and administrative services with respect to such losses. On the effective date, FRMS will operate two (2) Coverage Programs, the Workers' Compensation Coverage Program for workers' compensation claims, and the Employment Benefits Coverage Program for claims related to medical, hospital surgical, disability, legal expense, dental, vision, life, and income protection insurance or benefits. FRMS may add additional programs later.
9. "Coverage Documents" shall mean the Declarations, Memorandum of Coverages, Coverage Agreements, Endorsements, Policies of Insurance or any other documents that provide the terms, conditions, limits and exclusions of coverage afforded by a Coverage Program.

10. "District" shall mean a special district and political subdivision of the State of California as defined in Government Code Section 56000 et seq.
11. "Duly Constituted Board Meeting" shall mean any meeting of the Board of Directors noticed and held pursuant to the Ralph M. Brown Act and at which a quorum is determined to be present at the beginning of said meeting.
12. "Estimated Contribution" shall mean the amount which the Board of Directors estimates will be the appropriate contribution for a Member's participation in a Coverage Program for a Program Year.
13. "Excess or Re-Insurance" shall mean that insurance that may be purchased on behalf of FRMS and/or the Members to protect the funds of the Members or Former Members against catastrophic losses or an unusual frequency of losses in a particular Coverage Program during a Program Year in excess of any self-insured retention maintained by FRMS for that Coverage Program.
14. "Fiscal Year" shall mean that period of 12 months which is established by the Board of Directors as the fiscal year of FRMS.
15. "Former Member" shall mean a Member which was a signatory to this Agreement (or the prior FASIS Agreement) but which has withdrawn from, or been involuntarily terminated from participation in FMRS.
16. "Joint Protection Program" shall mean a Coverage Program offered by FRMS, separate and distinct from other Coverage Programs, wherein Members shall jointly pool their losses and claims, jointly purchase excess or re-insurance and administrative and other services including claims adjusting, data processing, risk management consulting and brokerage, loss prevention, legal, accounting and auditing and related services.
17. "Member" shall mean a public agency which has signed this Agreement, which qualifies as a Member under the provisions of this Agreement and the Bylaws, and which has been approved for membership by the Board of Directors.
18. "Memorandum of Coverage" shall mean a document issued by FRMS for each Coverage Program specifying the coverages and limits provided to the Members participating in that Coverage Program.
19. "Pooling" shall mean group self-insurance as permitted by Government Code Section 990.8, Labor Code Section 3700 and Government Code Section 53202.
20. "Program Year" shall mean a 12-month period of time determined by the Board of Directors, during which a particular Coverage Program is in effect.

21. "Retained Earnings" shall mean an account reflecting the accumulated earnings of a Coverage Program after payment of all losses, expenses and obligations of that Coverage Program.
22. "Risk Management" shall mean the process of identifying, evaluating, reducing, transferring and eliminating risks. Risk Management includes, but is not limited to, various methods of funding claims payments, purchasing insurance, legal defense of claims, controlling losses, and determining self-insurance retention levels and the amount of reserves for potential claims.

SECTION 2:
FRMS AS SUCCESSOR TO AND EXPANSION OF FASIS

FASIS was originally formed on July 1, 1984, pursuant to the provisions of Government Code Section 6500 et seq. as a joint powers authority to provide a program of pooling of self-insured workers' compensation losses of its members, which members were defined as California fire protection districts formed and operating under the provisions of California Health and Safety Code Section 13800 et seq. and California community services districts providing fire suppression and emergency services formed and operating under the provisions of California Government Code Section 61000, et seq. FASIS has continued to provide this self-insurance program up to the effective date of this Agreement.

As of the effective date of this Agreement, the Fire Agencies Self Insurance System shall be known as Fire Risk Management Services, referred to herein as FRMS. Pursuant to Government Code Sections 6506 and 6507, from its inception, FRMS has, is, and shall be a public entity separate and independent from the Members which is governed exclusively by its Board of Directors ("Board").

FDAC EBA was originally formed on July 1, 2005, pursuant to the provisions of Government Code Section 6500 et seq. as a joint powers authority to provide employment benefits programs including medical, hospital surgical, disability, legal expense, dental, vision, life, and income protection insurance or benefits, whether provided on an insurance basis, self-funded basis, or some combination of insurance and self-funding, to any California public agency including special districts, cities, and joint powers authorities which were formed with the power to provide fire suppression and emergency services. FDAC EBA has continued to provide this employment benefits program up to the effective date of this Agreement.

This Agreement is being amended and restated in part to allow members of Fire Districts Association of California Employment Benefits Authority ("FDAC EBA") to join FRMS and share in consolidated administration and governance of programs. Accordingly, as of the effective date of this Agreement, the membership of FRMS shall consist of the members of FASIS, as well as the members of FDAC EBA that have approved this Agreement. Future membership in FRMS is open to public agencies throughout California that meet the membership requirements specified herein and in the Bylaws and are approved for membership by the Board of Directors.

**SECTION 3:
PURPOSE**

This Agreement is entered into by the Members pursuant to Government Code Sections 989, 990, 990.4, 990.6, 990.8, 52200 et seq., 6500 et seq. and Labor Code Section 3700, et seq., in order to provide, subject to the Coverage Documents, workers' compensation and employment benefits coverages, and/or coverages for other risks which the Board of Directors may determine.

Additional purposes of this Agreement are: (1) to reduce the amount and frequency of losses, and to decrease the costs incurred by Members in the handling and litigation of claims; (2) to expand the breadth and reduce the costs of health and welfare benefits including, but are not limited to medical, hospital, surgical, disability, legal expense, dental, vision, life, and income protection insurance or benefits, whether provided on an insurance basis, self-funded basis, or some combination of insurance and self-funding. These purposes shall be accomplished through the exercise of the powers of the Members jointly in the creation of a separate public entity, Fire Risk Management Services ("FMRS") to establish and administer Coverage Programs as set forth herein and in the Bylaws.

It is also the purpose of this Agreement to provide for the inclusion at subsequent dates of such additional Members organized and existing as California public agencies as may desire to become parties to this Agreement and Members of FRMS, subject to approval by the Board of Directors.

**SECTION 4:
MEMBERSHIP**

Each Member 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, including emergency disease response, prevention and control services; (3) hazardous material response services (4) medical transport and/or ambulance services, including emergency transportation services (5) rescue services; (6) any other emergency response services provided pursuant to the California Emergency Services Act (Government Code Section 8550 et seq.). "Emergency" is defined as any condition of disaster or of extreme peril to the safety of persons and/or property caused by such conditions as air pollution, fire, flood, hazardous material incident, storm, epidemic, riot, drought, plant or animal infestations or disease, earthquake, terrorism, or sudden and severe energy shortage. Each Member must be approved for participation in the Authority in the manner provided in the Bylaws of the Authority.

There shall be two (2) classes of Membership: (1) Voting Members; and (2) Non-voting Members. Voting Members shall be public agencies organized as a fire protection district formed and operating pursuant to the terms of California Health and Safety Code Section 13800 et seq. All other Members shall be Non-voting Members.

The rights and obligations of Voting Members shall be as described in the Bylaws.

**SECTION 5:
PARTIES TO AGREEMENT**

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

**SECTION 6:
TERM OF AGREEMENT**

This Agreement shall become effective as to existing Members of FASIS on the later of July 1, 2023, or the date on which the last of two-thirds of such Members have executed this Agreement ("effective date"). This Agreement shall become effective as to existing Members of FDAC EBA on the later of July 1, 2023 or the date on which two-thirds of its members have executed this Agreement.

This Agreement shall become effective as to each new Member upon: (1) approval of its membership by the Board of Directors of the FRMS; (2) execution of this Agreement by the new Member and by FRMS; and (3) by payment by the new Member of its initial contribution for participation in one of the Coverage Programs offered by the FRMS.

**SECTION 7:
POWERS OF FRMS**

FRMS shall have all the powers common to its Members and all additional powers set forth in the Joint Powers Authority Act, and is hereby authorized to do all acts necessary for the exercise of said common powers, including, but not limited to, any or all of the following:

- (1) to make and enter into contracts, including the power to accept the assignment of contracts or other obligations which relate to the purposes of FRMS, or which were entered into by a Member or Former Member prior to joining FRMS, and to acquire assets, incur liabilities, and resolve and make claims;
- (2) to accept an assignment from the FDAC EBA of all its assets, obligations and liabilities (including claims and contracts in existence at the time of consolidation) in order to benefit the Members and Former Members participating in the FDAC EBA employment benefits coverage program; provided, that except for the fair and equitable allocation of administrative and overhead expenses, funds from such assignment shall not be commingled and shall be separately accounted for as provided in this Agreement and the Bylaws;

- (3) to incur debts, liabilities or other obligations; including those which are not debts, liabilities or other obligations of the Members or Former Members, or any of them;
- (4) to charge and collect Contributions and Assessments from Members or Former Members for participation in a Coverage Program;
- (5) to employ agents and employees and/or to contract for services from third-party consultants;
- (6) to receive grants and donations of property, funds, services, and other forms of assistance from persons, firms, corporations and government entities;
- (7) to acquire, hold, lease or dispose of property, funds, contributions, donations, and any other forms of assistance from persons, firms, corporations and government entities;
- (8) to acquire property by gift, grant, exchange, devise, or purchase;
- (9) to hold, lease, convey, sell, encumber, or dispose of property;
- (10) to sue and to be sued in its own name;
- (11) 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 of the Act or otherwise, including, but not limited to, bonds or other evidences of indebtedness issued on behalf of FRMS or its Members;
- (12) to obtain in its own name all necessary permits, licenses, opinions and rulings;
- (13) whenever necessary to facilitate the exercise of its powers, to form and administer nonprofit corporations to perform one or more of the functions which FRMS is empowered to perform, or to perform any other proper corporate function, and to enter into agreements with such nonprofit corporations;
- (14) to exercise all powers necessary and proper to carry out the terms and provisions of this Agreement (including the provision of all other appropriate ancillary coverages for the benefit of Members or Former Members, or otherwise authorized by law or the Act; and
- (15) to exercise all powers and perform all acts as otherwise provided in the Bylaws.

Said powers shall be exercised pursuant to the terms hereof, and in the manner provided by law and in accordance with Section 6509 of the Act. The foregoing powers shall be subject to the restrictions upon the manner of exercising such powers pertaining to the Member or Former Member designated in the Bylaws.

**SECTION 8:
BOARD OF DIRECTORS**

All powers of FRMS shall be exercised by, and its property controlled and its affairs conducted 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 no more than fifteen (15) and no less than eleven (11) individuals, each of whom is elected by a majority vote of Voting Members participating in a Coverage Program, as specified in the Bylaws. Each member of the Board of Directors shall have one vote. The terms for Directors, procedures for electing Directors, and the composition of the Board of Directors shall be as set forth in the Bylaws. 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 9:
POWERS OF THE BOARD OF DIRECTORS**

The Board of Directors shall have such powers as provided in this Agreement and the Bylaws and such additional powers as necessary or appropriate to fulfill the purposes of this Agreement and the Bylaws, including, but not limited to the following:

- (a) Exercise all powers and conduct all business of this Joint Powers Authority.
- (b) Determine the details of and select the Coverage Programs to be offered by FRMS;
- (c) Provide for and develop various services including, but not limited to, financial administration, insurance consulting and brokerage services; claims adjustment services, loss control and risk management services; accountancy, auditing and actuarial services; and legal and legislative advocacy services, either through its own employees or contracts with third parties.
- (d) Appoint and provide policy direction to the Administrator, appoint committees, appoint staff, and employ such persons as the Board of Directors deems necessary for the administration of this Joint Powers Authority.
- (e) Determine and purchase all necessary insurance coverage, including Excess insurance, Re-insurance, liability insurance, director's and officer's liability insurance, and such other insurance as FRMS may deem necessary or proper to carry out the Coverage Programs offered by the Authority, and to protect the employees of FRMS and the employees of the Members.
- (f) Fix and collect Contributions and Assessments from participating Members in consideration for participation in the Coverage Programs offered by FRMS.

- (g) Deposit all funds received in appropriate separate bank accounts in the name of Fire Risk Management Services.
- (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, compromise, settlement and defense of all claims as provided for in the Coverage Documents involving a Member during their period of membership in and participation in a Coverage Program.
- (j) Expend funds of FRMS only for the purpose of carrying out the provisions of the Agreement and the Bylaws as they now exist or may hereafter be amended.
- (k) 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 FRMS.
- (l) Acquire property by gift, grant, exchange, devise, or purchase; or hold, lease, convey, sell, encumber, or dispose of all property necessary or appropriate to carry out the powers and operations of FRMS.
- (m) Establish policies and procedures for the operation of FRMS.
- (n) Enter into any and all contracts or agreements necessary or appropriate to carry out the purposes and functions of FRMS.
- (o) To prepare the annual operating budget of FRMS for each fiscal year.
- (p) To engage, retain and discharge agents, representatives, firms or other organizations as the Board of Directors deems necessary for the administration of FRMS.
- (q) To exercise general supervisory power and policy control over the Executive Director.
- (r) To transact any other business which is within the powers of the Board of Directors.
- (s) Elect officers of FRMS.

**SECTION 10:
OFFICERS**

The officers of FRMS shall consist of the President, Vice President, Secretary, Treasurer, Assistant Treasurer, and Administrator. The position of Treasurer shall be filled by a person who either is the treasurer of a Member, a certified public accountant, or one of the officers, employees, or contracted consultants of FRMS. The Treasurer shall have no vote unless the Treasurer is also a Director.

The Treasurer shall serve at the discretion of the President. The Treasurer shall be the depository of and have custody of all the funds of FRMS, from whatever source. The Treasurer shall comply with the duties and responsibilities of the office as set forth in subdivisions (a) to (d), inclusive, of Section 6505.5 of the Government Code. The Board shall require the Treasurer to file with FRMS an official bond in the amount to be fixed by the Board. FRMS shall pay the cost of bond premiums required by this section.

In lieu of the designation of a treasurer and auditor as set forth in Government Code Section 6505.5, FRMS elects to appoint the Treasurer of FRMS to said positions under the provision of Government Code Section 6505.6. FRMS further elects to be governed by and incorporates herein all other provisions contained within Government Code Section 6505.6, including but not limited to the requirement that the Treasurer shall cause an independent audit to be made by a certified public accountant, or public accountant, in compliance with Section 6505. The treasurer, or the treasurer's designee, shall maintain or cause to be maintained all accounting or other financial records FRMS and shall file all financial reports required of FRMS and shall perform such other duties as the Board may specify.

All offices shall be filled and have the powers and responsibilities as prescribed in the Bylaws.

**SECTION 11:
RESTRICTIONS ON POWER**

Such powers enumerated in Section 8 hereof are subject to the restrictions upon the manner of exercising power by the California public agency which is a Member and which is named in the Bylaws, pursuant to California Government Code Section 6509.

**SECTION 12:
COMPLIANCE WITH THE BROWN ACT**

All meetings of the Board, including regular, adjourned regular and special meetings shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act, California Government Code section 54950 et seq.

**SECTION 13:
BYLAWS**

The Board shall promulgate Bylaws to govern day-to-day operations of FRMS. The Board may amend the Bylaws from time to time as provided for in the Bylaws. The initial Bylaws of FRMS, a copy of which is attached hereto and marked Exhibit A, are hereby adopted as the initial Bylaws of FRMS. 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, and agrees that any violation of the Bylaws shall be a violation of this Agreement. FRMS shall operate and conduct its business and affairs pursuant to the terms of

this Agreement and said Bylaws. In the event any provisions of the Bylaws conflict with a provision of this Agreement, the provision contained in this Agreement shall control.

SECTION 14: COVERAGE PROGRAMS

FRMS shall maintain such types and levels of coverage for Coverage Programs as determined by the Board of Directors. The coverage afforded under one or more Coverage Programs may include protection for workers' compensation liability, employment health and welfare benefits, and any other risks which the Board of Directors may determine to be advisable. More than one type of coverage may be afforded under a single Coverage Program. FRMS shall describe the coverage and operation of each Coverage Program in writing utilizing documents such as Memorandums of Coverage, Master Program Documents, or other written policies and procedures.

The Board of Directors may arrange for purchase of Excess or Re-insurance. FRMS shall not be liable to any Member or to any other person or organization if such excess or re-insurance policies are terminated, cancelled or non-renewed without prior notice to one or more Members, or if there is a reduction in the type or amounts of coverage afforded under a Coverage Program by reason of any change in coverage in a succeeding excess or re-insurance policy, even if such reduction occur without prior notice to one or more Members.

SECTION 15: IMPLEMENTATION OF THE COVERAGE PROGRAMS

The Board of Directors shall establish the coverage afforded by each Coverage Program, the amount of Contributions and Assessments, the precise cost allocation plans and formulas, provide for the handling of Claims, and specify the amounts and types of Excess or Re-insurance to be obtained. The Contributions and Assessments for each Coverage Program shall be determined by the Board of Directors as set forth herein, in the Bylaws, or in the controlling documents for each Coverage Program.

SECTION 16: ACCOUNTS AND RECORDS

- (a) **Annual Budget.** FRMS shall, pursuant to the Bylaws, annually adopt an operating budget, including budgets for each Coverage Program.
- (b) **Funds and Accounts.** FRMS shall establish and maintain such funds and accounts as required by the Board of Directors and as required by generally accepted accounting principles, including separate funds and accounts for each Coverage Program. Books and records of FRMS shall be open to any inspection at all reasonable times by authorized representatives of Members, or as otherwise required by law.
- (c) **Investments.** Subject to the applicable provisions of any indenture or resolution providing for the investment of moneys held thereunder, FRMS shall have the power to

invest any money in the treasury that is not required for the immediate necessities of FRMS, as the Board determines advisable, in the same manner as local agencies pursuant to Government Code Section 53601 et seq. as such provisions may be amended or supplemented.

- (d) **No Commingling.** The funds, reserves, and accounts of each Coverage Program shall not be commingled and shall be accounted for separately; provided, however, that administration and overhead expenses of FRMS not related to a specific Coverage Program may be fairly and equitably allocated among Coverage Programs as determined by the Board of Directors. Investments and cash accounts may be combined for administrative convenience, but separate accounting shall be made for balances of individual funds and Coverage Program revenues and expenses.
- (e) **Annual Audit.** The Board shall provide for a certified, annual audit of the accounts and records of FRMS, in the manner prescribed in the Bylaws.

SECTION 17: SERVICES PROVIDED BY FRMS

FRMS may provide, in the discretion of the Board of Directors, the following services in connection with this Agreement:

- (a) To provide or procure coverage, including but not limited to self-insurance funds and commercial insurance, as well as Excess or Re-insurance and umbrella insurance, by negotiation, bid or purchase;
- (b) To assist Members in obtaining insurance coverage for risks not included within the coverages of FRMS;
- (c) To assist risk managers with the implementation of risk management functions as they relate to risks covered by the Coverage Programs offered by FRMS;
- (d) To provide loss control and safety consulting services to Members;
- (e) To provide claims adjusting and subrogation services for Claims covered by the Coverage Programs;
- (f) To provide loss analysis and control through the use of statistical analysis, data processing, and record and file retention services, in order to identify high exposure operations and to evaluate proper levels of self-insured retention and deductibles;
- (g) To conduct risk management and claims audits relating to the participation of Members in the Coverage Programs;
- (h) To provide such other services as deemed appropriate by the Board of Directors.

**SECTION 18:
RESPONSIBILITIES OF MEMBERS**

Members or Former Members shall have the following responsibilities, which shall survive the withdrawal from, or involuntary termination of participation in a Coverage Program, or membership in FRMS:

- (a) Each Member shall designate an individual to be responsible for the risk management functions within that Member and to serve as a liaison between the Member and FRMS as to risk management.
- (b) Each Member shall consider all recommendations of FRMS concerning unsafe practices and/or hazard mitigation, and each Member participating in the Workers' Compensation Coverage Program shall implement and maintain an injury and illness prevention program as required by the California Labor Code within ninety (90) days of inception into program.
- (c) Each benefits program Member shall maintain its own set of records, including a loss log, in all categories of risk covered by each Coverage Program in which it participates to assure accuracy of FRMS' loss reporting system, unless it is deemed no longer necessary by the Board of Directors;
- (d) Each Member participating in the Workers' Compensation Program shall report job-related accidents or illnesses to the appropriate claims administrator as soon as practicable after notification of the accident or illness, and no later than 48 hours after notification, shall use the format specified by the claims administrator when making job-related accident reports, and make any other required notifications to government agencies, including Cal-OSHA, when required;
- (e) Each Member shall pay its Contribution, and any adjustments thereto, and any Assessments within the specified time period set forth in the invoice, or as otherwise set forth in the Bylaws. After withdrawal or termination, each Former Member or its successor shall promptly pay to FRMS its share of any additional Contributions, adjustments or Assessments, if any, as required of it by the Board of Directors;
- (f) Each Member or Former Member shall provide FRMS with such other information or assistance as may be necessary for FRMS to carry out the Coverage Programs in which the Member or Former Member participates or has participated;
- (g) Each Member or Former Member shall in any and all ways cooperate with and assist FRMS and any insurer of FRMS, in all matters relating to this Agreement and covered Claims;
- (h) Each Member or Former Member shall comply with all Bylaws, rules, regulations and operating policies and procedures adopted by the Board of Directors.

**SECTION 19:
NEW MEMBERS**

FRMS shall allow entry into its Coverage Programs of new Members, only upon approval of the Board of Directors, with any conditions or limitations that the Board deems appropriate. In order to become a Member and remain a Member, any public agency must participate in at least one Coverage Program, pay the Contributions required for such participation, and shall be authorized to exercise the common powers set forth in this Agreement.

**SECTION 20:
WITHDRAWAL**

Any Member may voluntarily withdraw from this Agreement only at the end of any applicable Program Year and only if:

- (a) The Member has been a party to this Amended and Restated Agreement for not less than three (3) full Program Years as of the date of the proposed withdrawal;
- (b) The Member submits at least 90 (ninety) days signed written withdrawal notification in accordance with the Bylaws;
- (c) In order to withdraw from the Agreement, the Member must have completed the three (3) full Program Year participation requirement for each Coverage Program in which the Member participated at the time of withdrawal.

Any Member may voluntarily withdraw from any particular Coverage Program only at the end of any applicable Program Year and only if:

- (a) The Member has participated in a Coverage Program for at least three (3) full Program Years;
- (b) The Member is a participant in another Coverage Program; and
- (c) The Member submits at least ninety (90) days signed written withdrawal notification in accordance with the Bylaws.

In the event that the three (3) year participation requirement for any Coverage Program has not been met, for each Coverage Program the withdrawing Member participated in at the time of withdrawal for less than three (3) years, such withdrawing Member shall be obligated to pay all Contributions and Assessments as if that Member had remained in such Coverage Program for the required three (3) full years.

In the event the notice of withdrawal is not provided as required above, any such withdrawing Member shall, with respect to each Coverage Program the Member participated in, be obligated to pay any and all Contributions and Assessments for the next full Program Year.

A Member may not withdraw as a party to this Agreement until it has withdrawn from all of the Coverage Programs of FRMS as provided herein and in the Bylaws.

**SECTION 21:
EXPULSION**

FRMS shall have the right to expel any Member's participation in a Coverage Program, or expel a Member from FRMS, for violation of the terms of this Agreement, the Bylaws, or any other rule, regulation or operational policy adopted by the Board of Directors of FRMS, in the manner provided for in the Bylaws.

The participation of any Member of FRMS, including participation in any of FRMS' Coverage Programs, may be expelled in the discretion of the Board of Directors whenever such Member is dissolved, consolidated, merged or annexed. Any such expulsion shall not relieve the Member or Former Member of its membership responsibilities specified in this Agreement.

**SECTION 22:
EFFECT OF WITHDRAWAL OR EXPULSION**

The withdrawal from or expulsion of any Member from this Agreement shall not be construed as a completion of the purpose of the Agreement, nor shall it terminate this Agreement. Any Member that withdraws or is expelled after the effective date of this Amended and Restated Agreement shall not be entitled to payment, return or refund of any Contribution, Assessment, consideration, or other property paid or donated by the Member to FRMS, or to any return of any loss reserve contribution, or to any distribution of assets.

The withdrawal from or expulsion of any Member from any Coverage Program shall not terminate its responsibilities to pay its unpaid Contributions, adjustments, or Assessments to such Coverage Program. The Board of Directors shall determine the final amount due from the Member or Former Member by way of Contributions or Assessments, if any, or any credit due on account thereof, to the Member or Former Member for the period of its participation. Such determination shall not be made until all Claims or other unpaid liabilities of that Coverage Program have been finally resolved.

**SECTION 23:
TERMINATION OF FRMS AND DISTRIBUTION**

This Agreement may be terminated at any time with the written consent of two-thirds of the then participating Members; provided, however, that FRMS and this Agreement 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.

The Board of Directors is vested with all powers of FRMS for the purposes of winding up and dissolving the business affairs of FRMS. These powers include the power to require Members or Former Members who were signatories to this Agreement at the time the subject Claims were

incurred, to pay any Assessments in accordance with loss allocation formulas for final disposition of all Claims and losses covered by this Agreement or the Bylaws.

Upon termination of a Coverage Program, all net assets of such Coverage Program other shall be distributed only among Members that are participating in such Coverage Program at the time of termination, in accordance with and proportionate to their Contributions, adjustments, and Assessments paid less claims or losses paid during the period of that Member's participation in the Coverage Program. The Board of Directors shall determine the distribution in the manner specified in the Bylaws.

Upon termination of this Agreement, all net assets of FRMS, other than the net assets of any Coverage Program distributed as provided above, shall be distributed only among Members in good standing at the time of such termination in accordance with and proportionate to each such Member's contributions made and claims or losses paid, as permitted by Government Code Section 6512.2. The Board of Directors shall determine such distribution in the manner specified in the Bylaws.

In lieu of terminating this Agreement, the Board may, with the written consent of two-thirds of the Voting Members, elect to assign and transfer all rights, assets, liabilities and obligations of FRMS to a successor joint powers authority created under the Act.

SECTION 24: AMENDMENTS

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

SECTION 25: ENFORCEMENT

FRMS 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 which has signed this Agreement, the Member agrees to pay such sums as the court may fix as attorney fees and costs in said action.

SECTION 26: NON-LIABILITY OF MEMBER AGENCIES

Pursuant to Government Code Section 6508.1, the debts, liabilities and obligations of the FRMS shall not be the debts, liabilities or obligations of the Members which are parties to the Agreement. Nothing in the Joint Powers Agreement or in the Bylaws adopted pursuant thereto shall be construed as imposing liability upon any Member, or any officer, employee or member of the legislative body thereof, for the payment of any Claims incurred in any of the Coverage Programs

offered by FRMS to its Members, the sole recourse of claimants being against funds of those insurance programs and/or self-funded programs administered by the FRMS for the payment of such benefits.

SECTION 27:
NON-LIABILITY OF DIRECTORS, OFFICERS, ADMINISTRATOR,
AGENTS AND EMPLOYEES

The Board of Directors, officers, Administrator, agents, and employees of FRMS shall not be liable to FRMS, to any Member or Former Member, 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 omitted by any director, officer, administrator, agent, or employee, or independent contractor; 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, including former directors, officers, administrators, agents or employees, shall be liable for any action taken or omitted by any other director, officer, administrator, agent, or employee.

SECTION 28:
INDEMNIFICATION OF BOARD OF DIRECTORS, OFFICERS, AND EMPLOYEES

As a public entity, FRMS shall defend and shall indemnify and hold harmless its directors, officers, and employees, including former directors, officers and employees, from any and all claims, demands, causes of action, liability, losses and damages arising out of the performance of their duties as such directors, officers and employees of FRMS, except in the event of fraud, gross negligence, corruption, malice or intentional misconduct, and the funds of FRMS shall be used for such purposes. FRMS may purchase conventional insurance to protect FRMS, and its Members and Former Members, against any such acts or omissions by its directors, officers and employees, including former directors, officers and employees.

SECTION 29:
ADMINISTRATION OF PREEXISTING OBLIGATIONS

- (a) All liabilities and obligations of FASIS existing prior to the effective date of this Amended and Restated Agreement will be administered under the terms and conditions of the FASIS Agreement as it existed prior to the effective date.
- (b) All assets of FRMS existing prior to the effective date shall be reserved by FRMS for the sole purpose of administering the preexisting obligations under the FASIS Agreement.
- (c) The Board shall appoint a committee made up of representatives of Members that were Members of FASIS prior to the effective date to make recommendations to the Board regarding the administration of the preexisting obligations under the FASIS Agreement.

As to specific agenda items relating to such matters, only Directors representing Members who were members of FASIS prior to the effective date may vote, and as to such items, a quorum shall be determined solely by reference to the number of Directors that represent members of FASIS prior to the effective date.

- (d) In the event that FDAC EBA assigns its rights, assets, liabilities and obligations to FRMS, any assets of FDAC EBA that are assigned to FRMS shall be used exclusively for the purpose of administrating the obligations of FDAC EBA. In the event of such assignment, the Board shall appoint a committee made up of representatives of Members that were Members of FDAC EBA prior to the effective date to make recommendations to the Board regarding the administration of FDAC EBA's obligations. As to specific agenda items relating to such matters, only Directors representing Members who were members of FDAC EBA prior to the effective date may vote, and as to such items, a quorum shall be determined solely by reference to the number of Directors that represent members of FDAC EBA prior to the effective date.

**SECTION 30:
MISCELLANEOUS PROVISIONS**

- (a) This Agreement shall bind and inure to the heirs, devisees, assignees and successors in interest of the Authority and to the successors in interest of each Member in the same manner as if such parties had been expressly named herein.
- (b) This Agreement shall be governed by the law 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. There are no oral understandings or agreements not set forth in writing herein.
- (c) 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.
- (d) No person or organization or entity shall be entitled to assert the rights of any Member or Former Member under any Coverage Document or Coverage Program. No Member or Former Member may assign any right, claim or interest it may have under this Agreement, and no creditor, assignee or third-party beneficiary of any Member or Former Member shall have any right, claim or title to any part, share, interest, fund, contribution or asset of FRMS.

SECTION 31:
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.

(Agency Name)

Date: _____

By: _____
Name/Title

Resolution 2023-2

RESOLUTION OF THE EBBETTS PASS FIRE DISTRICT AUTHORIZING PARTICIPATION IN AND APPROVING THE AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT OF THE FIRE RISK MANAGEMENT SERVICES JOINT POWERS AUTHORITY

WHEREAS, the Fire Agencies Self Insurance System (FASIS) was formed in 1984 for the purpose of jointly funding losses and providing risk management services to reduce such losses by and among California fire protection and community services districts; and

WHEREAS, the FDAC Employment Benefits Authority (FDAC EBA) was formed in 2005 to establish, operate, manage, and administer health and welfare benefit programs for the benefit of the existing and retired officers, employees and members of the legislative body of the California public agencies who are members of FDAC EBA; and

WHEREAS, following the exploration and in-depth analysis of a strategic partnership, the Board of Directors of FASIS and FDAC EBA directed the merger of the two programs, effective July 1, 2023, to provide comprehensive and cost-effective coverage programs through a responsive risk pool for fire service agencies; and

WHEREAS, FASIS and FDAC EBA have agreed that FASIS will change its name to Fire Risk Management Services (FRMS) and adopt an amended and restated joint exercise of powers agreement, and that FDAC EBA will assign its rights and liabilities to FRMS and adopt the same agreement as its own; and

WHEREAS, the amended and restated agreement allows FRMS to operate the programs previously operated by both FDAC EBA and FASIS, and admit members that would have been eligible to join either FDAC EBA or FASIS in the past; and

WHEREAS, Ebbetts Pass Fire District is currently a member of FDAC EBA, and the Board of Directors of Ebbetts Pass Fire District finds it in the best interest of Ebbetts Pass Fire District to continue participating in and obtaining coverage and risk management services from FRMS; and

WHEREAS, FRMS requires the Ebbetts Pass Fire District to pass a resolution expressing the desire and commitment of Ebbetts Pass Fire District to approve the amended and restated joint exercise of powers agreement of FRMS and continue participation in FRMS, which requires a new three-year minimum participation period.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of Ebbetts Pass Fire District approves the Amended and Restated Joint Exercise of Powers Agreement for FRMS, as presented; and

Resolution 2023-2

BE IT FURTHER RESOLVED that the Board of Directors authorizes the Board President to sign the Amended and Restated Joint Exercise of Powers Agreement that shall enable the Ebbetts Pass Fire District to continue participating in the joint self-insurance and risk management programs provided by FRMS.

THIS RESOLUTION DULY PASSED this _____ day of _____, 2023.

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

BOARD PRESIDENT

ATTEST:

SECRETARY



1112 I Street, Suite 300
Sacramento, California 95814-2865
T 916.231.4141 or 800.537.7790 • F 916.231.4111
Maximizing Protection. Minimizing Risk. • www.sdrma.org

March 27, 2023

Ms. Cheryl Howard
District Secretary
Ebbetts Pass Fire District
Post Office Box 66
Arnold, California 95223-0066

Re: 2023-24 Workers' Compensation Renewal Estimate

Dear Ms. Howard,

We sincerely appreciate your continued support of SDRMA and patience in waiting for the 2023-24 rates while we are working on obtaining renewal costs from the program excess/reinsurer carriers. In an effort to help your agency with budget planning for the 2023-24 fiscal year, we are providing you with a 2023-24 Workers' Compensation renewal estimate. **Final contribution amounts will not be confirmed until we issue the 2023-24 renewal invoices in May.**

The Workers' Compensation 2023-24 estimated renewal contribution is **\$229,277**, based on the following assumptions:

- Estimated payroll submitted on the 2023-24 Renewal Questionnaire
- Your agency's 2023-24 Experience Modification Factor (EMOD) of 136%
- Estimated 4 Credit Incentive Program (CIP) points for 2022-23. CIP credits will not be verified until after the 4/1/2023 deadline.
- Longevity Distribution of **\$13,024.00**

The SDRMA Board approved a FY 2022-23 longevity distribution of **\$2,051,690**. This action marks the fourteenth consecutive year of longevity distributions. Members eligible to receive a longevity distribution at renewal must have been members of the Workers' Compensation Program for not less than three full program years as of June 30, 2022 and have a calculated EMOD of 150% or lower or a 10-year loss ratio of 1.00 or less. The longevity distribution may be declared by the SDRMA Board each year only after all Board policy reserve requirements have been met. The distribution is weighted based on the member's length of time in that program and the amount of the member's annual contributions compared to the total contributions of all pool members.





Other Important Items to Note:

- Members receive an automatic Multi-Program Discount of 5% for each program (Property/Liability and Workers' Compensation) while they belong to both programs.
- Your annual contribution provides your agency with access to risk control resources, and trainings that are provided at no additional cost, including Vector Solutions, ergonomic assessments, discounted CSDA Conferences and trainings, and free CSDA webinars.
- Members considering withdrawal from coverage with SDRMA for the 2023-24 program year are required to submit a "Notice of Intent to Withdraw" by April 1 in accordance with SDRMA Bylaws and must have completed the initial three full program year commitment period. Members not renewing coverage for 2023-24 will be ineligible to receive the longevity distribution credit recently approved by the Board. If you have any questions about withdrawing from our program, please contact Ellen Doughty at edoughty@sdrma.org or 800-537-7790. **Withdrawal notices received after April 1, 2023, cannot be accepted based on the SDRMA Bylaws and Joint Powers Agreement.**

On behalf of the Board of Directors and our entire risk management team, we thank you for your continued participation in our program! If you have any questions, please contact our Finance Department at accounting@sdrma.org or 800-537-7790.

Sincerely,
Special District Risk Management Authority

A handwritten signature in black ink that reads "Brian Kelley". The signature is fluid and cursive.

Brian Kelley
Chief Executive Officer



2023-2024 CPI-U West

COLA Increase 8%

Bundled Rates	2022-23 Current Fee	2023-24 CPI-U 8% increase
ALS 1	\$ 2,955.45	\$ 3,191.89
ALS 2	\$ 3,779.18	\$ 4,081.51
BLS E1	\$ 2,096.06	\$ 2,263.74
Mileage	\$ 83.24	\$ 89.90
EKG	\$ 110.26	\$ 119.08
IV Supplies	\$ 87.56	\$ 94.56
Night Call	\$ 302.68	\$ 326.89
Disposables Fee ALS/BLS	\$ 254.04	\$ 274.36
(TNT) Assessment at Scene	\$ 1,031.27	\$ 1,113.77
Extra Attendant	\$ 132.96	\$ 143.60
First Responder Fee	\$ 514.56	\$ 555.72
Oxygen	\$ 270.25	\$ 291.87
Wait Time	\$ 69.18	\$ 74.71
Medications	\$ 138.37	\$ 149.44

RESOLUTION No. 2023-3
OF THE BOARD OF DIRECTORS OF THE
EBBETTS PASS FIRE PROTECTION DISTRICT
ADOPTING AMBULANCE TRANSPORT RATES
FOR FISCAL YEAR 2023-24

WHEREAS, the costs continue to increase for providing emergency medical transportation for area residents and visitors; and

WHEREAS, the contract with Mountain-Valley EMS Agency allows an automatic annual cost-of-living increase in the District’s ambulance transport billing rate.

BE IT RESOLVED the following rates shall become effective July 1, 2023:

ALS 1	\$3,191.89
ALS 2	\$4,081.51
BLS E1	\$2,263.74
Mileage	\$89.90
EKG	\$119.08
IV Supplies	\$94.56
Night Call	\$326.89
Disposables Fee ALS/BLS	\$274.36
(TNT) Assessment at Scene	\$1,113.77
Extra Attendant	\$143.60
First Responder Fee	\$555.72
Oxygen	\$291.87
Wait Time	\$74.71
Medications	\$149.44

BE IT FURTHER RESOLVED the new rates will be distributed to Mountain-Valley EMS Agency and to Wittman Enterprises LLC.

PASSED, APPROVED AND ADOPTED this 18th day of April 2023 by the following vote:

- AYES:
- NOES:
- ABSTAIN:
- ABSENT:

 President
 Board of Directors

 Secretary
 Board of Directors

Board Packet 2/15/22

Estimated Rate Impact
Calaveras Public Power Agency (CPPA)
Fiscal Year FY 2022/23

Agency Number	Member Agency	FY 20/21 Annual (kWh)	Estimated FY 21/22 Cost \$	Estimated FY 22/23 Cost \$	Increase \$
0001	39th Dist. Ag. Assoc.	450,720	40,565	49,579	9,014
0002	Utica Power Authority	65,120	5,861	7,163	1,302
0003	Calaveras Resource Conserve. Dist.	18,840	1,696	2,072	377
0221	Altaville-Melones FPD	41,387	3,725	4,553	828
0224	Mokelumne Hill FPD	11,318	1,019	1,245	226
0225	Murphys FPD	49,073	4,417	5,398	981
0227	San Andreas FPD	40,590	3,653	4,465	812
0228	West Point FPD	29,844	2,686	3,283	597
0229	Ebbetts Pass FPD	142,408	12,817	15,665	2,848
0241	Calaveras PUD	1,654,186	148,877	181,960	33,084
0242	Union PUD	119,538	10,758	13,149	2,391
0243	Valley Springs PUD	370,465	33,342	40,751	7,409
0252	Mokelumne Hill Sanitary	78,407	7,057	8,625	1,568
0253	Murphys Sanitary	338,702	30,483	37,257	6,774
0254	San Andreas Sanitary	646,710	58,204	71,138	12,934
0262	Ebbetts Pass Veterans	828	75	91	17
0263	Jenny Lind Veterans	31,040	2,794	3,414	621
0271	CCWD *	11,110,105	981,951	1,199,023	217,071
0272	Mark Twain Health Care Dist. *	3,283,959	294,155	359,434	65,279
0273	San Andreas Rec. & Parks	40,211	3,619	4,423	804
05C1	Superior Courthouse *	854,880	64,971	78,649	13,678
1010	County of Calaveras *	4,092,338	343,262	417,952	74,690
2201	Central Calaveras Fire Dist.	26,318	2,369	2,895	526
2203	Calaveras Consolidated Fire Dist.	104,882	9,439	11,537	2,098
2220	Copperopolis Fire District	47,479	4,273	5,223	950
2640	Mokelumne Hill Veterans	5,019	452	552	100
3000	County Office of Education	285,365	25,683	31,390	5,707
3010	Mark Twain School Dist.	586,188	52,757	64,481	11,724
3110	Bret Harte HS District	2,055,552	185,000	226,111	41,111
3210	Calaveras Unified School Dist.	2,876,047	258,844	316,365	57,521
3310	Vallecito School District	758,375	68,254	83,421	15,168
5301	City of Angels *	1,886,735	167,058	204,007	36,949
6100	Council of Governments	20,623	1,856	2,269	412
TOTAL		32,123,252	2,831,968	3,457,540	625,572

Notes:

Based upon FY 22/23 Secondary Rate increase from \$0.09 to \$0.11 per kWh
 Based upon FY 22/23 Primary Plus Rate increase from \$0.076 to \$0.092 per kWh
 Costs do not include monthly meter fees
 * Takes into consideration Primary Plus Rate for certain meters

20

CALAVERAS PUBLIC POWER AGENCY (CPPA)
Board of Directors Meeting
January 18, 2023

The meeting was held in person at the Calaveras County Water District Offices.

MINUTES

(Subject to Approval by the Board of Directors)

Agenda Item 1: Call to Order

CPPA Chair, Mark Campbell, called the meeting to order. The following Directors were in attendance:

Mark Campbell, Calaveras Unified School District
Scott Nanik, Brét Harte Union High School District
Travis Small, Calaveras Public Utility District
Gary Tofanelli, County of Calaveras
Michael Minkler, Calaveras County Water District (joined meeting via the internet)

The following Directors were absent:

Gretel Tiscornia, City of Angels
Laurie Giannini, 39th District Agricultural Association

Also participating in the meeting:

Dennis Dickman, CPPA General Manager
Rebecca Hitchcock, Calaveras County Water District
Hugh Logan, San Andreas Sanitary District (left meeting after Agenda Item 2: Public Comments)

Agenda Item 2: Opportunity for Public Comments

Hugh Logan said he appreciated the energy cost savings CPPA has provided to the San Andreas Sanitary District over the years. He expressed concern over the recent rate increases and the impact it has on his District's budget and the district's wastewater customers. He also said that more advance notice of rate increases would be appreciated if possible.

Dennis Dickman replied that in the past CPPA was able to more easily project costs and adopt annual fiscal year rates without making mid-year adjustments. Projections are now more difficult with Western and PG&E having formula rates and annual true-ups that are sometimes affected by drought conditions.

Agenda Item 3: Approval of Meeting Minutes

ACTION: A motion was made by Scott Nanik and seconded by Gary Tofanelli to approve the Minutes of the October 19, 2022 meeting. The motion passed with five affirmative votes (Nanik, Tofanelli, Small, Minkler and Campbell).

Agenda Item 4: Financial Transactions

The Board reviewed financial reports for the period of September 1st through November 30th. Balances in CPPA's funds as of November 30th were:

Fund 2440 Operating Fund	\$965,422
Fund 5482 Rate Stabilization	2,394,500
Fund 5643 Energy Efficiency	135,415
Fund 5495 Cost of Ownership	0

Dennis Dickman mentioned that expenditures for transmission were higher due to extreme hot temperatures in California and the West during the months of July, August and September. On September 6, demand on the CALISO system reached a record peak of 52,061 megawatts.

Dennis also noted the Operating Fund had a large balance due to PG&E under billing distribution costs for the months of May through August. PG&E recently has billed the undercharges for May and June in the December bill and for July in the January bill.

ACTION: A motion was made by Travis Small and seconded by Gary Tofanelli to accept the financial reports. The motion passed with five affirmative votes (Small, Tofanelli Nanik, Minkler and Campbell).

Agenda Item 5: Energy Efficiency Grant Applications

a. County of Calaveras

The County applied for a \$25,249 grant to replace the lighting in the Main Library with LEDs. Total project costs are estimated to be \$32,860 with the County providing the remaining funds.

ACTION: A motion was made by Gary Tofanelli and seconded by Scott Nanik to approve a grant for the County of Calaveras in the amount of \$25,249 to upgrade the lighting at the Main Library. The motion passed with five affirmative votes (Tofanelli, Nanik, Small, Minkler and Campbell).

b. Mark Twain Health Care District

Dennis Dickman reported that Freedom Energy Corp. is working with the Health Care District in the evaluation of energy efficiency projects at the hospital. The analysis has not yet completed. Additional funding sources are also being considered such as the California Energy Commission's low interest loan program for public agencies.

Agenda Item 6: Power Rate Adjustment

PG&E filed with the FERC on December 1st distribution rates effective January for the 2023 rate year resulting in a 31 percent increase for Primary Plus and a 55 percent increase for Secondary. These increases were larger than earlier projected.

Distribution rates per kW/month for Rate Year 2022 were and 2023 will be as follows:

	Rate Year 2022	Rate Year 2023	Percent Increase
Secondary Voltage	\$19.302	\$30.003	55 percent
Primary Plus	\$12.244	\$16.051	31 percent

Much of the steep increase in rates is attributable to the Rate Year (RY) 2021 true-up. PG&E's actual costs were significantly higher in 2021 than the 2019 costs on which the original 2021 rates were based. Even more significantly, Western's load ratio share increased sharply, making Western responsible for a greater share of PG&E's overall Distribution Revenue Requirement (DRR). The higher load ratio share was largely attributable to exceptionally dry hydrological conditions in California in 2021, resulting in increased agricultural pumping by Western's irrigation and water district customers that comprise a substantial portion of Western's overall load.

GDS Associates, CPPA's joint consultant with TPPA, PWRPA and San Francisco, has raised several technical cost-of-service issues with PG&E following their review of the rate inputs for RY 2023, and PG&E has agreed to consider them, but any adjustments to the rates would be incorporated as part of next year's true-up.

CPPA benchmarks its rates against PG&E's A-1 rates (small and medium commercial). PG&E's current A-1 rate is \$0.3254 per kWh. PG&E's retail rates are expected to increase another 15 to 20 percent in 2023. CPPA's rates as of July 1, 2022, were \$0.158 for Secondary and \$0.131 for Primary Plus per kWh.

ACTION: A motion was made by Scott Nanik to adopt Resolution No. 23-01 setting Secondary rates at \$0.20 and Primary Plus rates at \$0.1633 per kWh effective the service month of January 2023. The motion was seconded by Travis Small and passed with five affirmative votes (Nanik, Small, Tofanelli, Minkler and Campbell).

Agenda Item 7: Opportunity for Director Comments

There were no Director comments.

Agenda Item 8 Next Meeting

The next regular CPPA Board meeting was set for April 19, 2023, beginning at 9 A.M. at the Calaveras County Water District's Board Room.

Approved by the Board of Directors on _____ CPPA Chair _____



GOLDEN STATE

FIRE APPARATUS

PREPARED ESPECIALLY FOR:

EBBETTS PASS FIRE DISTRICT

One (1) Pierce Manufacturing, Inc.
4X4 Enforcer Type 1 Fire Engine





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- 2** Standard Terms and Conditions (Exhibit A)
- 3** Product Specifications (Exhibit B)
 - Supporting Documents (If Applicable)
 - Electrical Analysis
 - Turning Radius Report
- 4** Product Warranties (Exhibit C)
- 5** Dealer Supplied Products and/or Services (Exhibit D)

1 PRODUCT PROPOSAL

OPTION A

100% Pre-Payment

This will be the price of the Product(s) contingent upon the Customer paying the Grand Total Purchase Price to GSFA within thirty (30) calendar days of the Executed Date pursuant to the Payment Terms

IF YOU ELECT THIS OPTION, IT RESULTS IN A SAVINGS OF \$97,012.13 OFF OF THE GRAND TOTAL OF OPTION C

Please note this discount is also available contingent upon a Third Party (Leasing Company) paying 100% of the Grand Total Purchase Price on behalf of the Customer to GSFA within thirty (30) calendar days of the Executed Date pursuant to the Payment Terms

PRODUCT PROPOSAL FOR:

Ebbetts Pass Fire District

1037 Blagen Road
Arnold, CA 95223

Sales Consultant

Ryan Wright
ryan@goldenstatefire.com
Mobile: (209) 613-3809

SUBMITTED DATE	EXPIRATION DATE	GSFA PROPOSAL #	MANUFACTURER BID #	MANUFACTURER	CONSORTIUM
04/12/2023	04/28/2023	70412-23A	942	Pierce Manufacturing, Inc.	HGAC Contract FS12-19, Product Code FS19VC07

Golden State Fire Apparatus, Inc. ("GSFA") is pleased to provide this proposal for the fire apparatus(es) and equipment identified below (the "Product") to EBBETTS PASS FIRE DISTRICT ("Customer") for consideration. This proposal (this "Product Proposal") includes the following exhibits attached hereto: the Standard Terms and Conditions attached as Exhibit A (the "Terms and Conditions"); the Product Specifications attached as Exhibit B (the "Specifications"); the Product Warranties attached as Exhibit C; and the Dealer Supplied Products and/or Services attached as Exhibit D (the "Dealer Supplied Products/Services List") (all of the foregoing, collectively, the "Agreement"). Through its signature below or other Acceptance (as defined on page 2), Customer acknowledges having received and read, and agrees to be bound by, the Agreement. The Agreement shall be effective as of the latest date appearing the signature blocks below (the "Executed Date").

ITEM	PRODUCT DESCRIPTION	UNIT PRICE
A	One (1) Pierce Manufacturing, Inc. 4X4 Enforcer Type 1 Fire Engine	1,161,392.27
B	Pre-Payment Discount for 100% Payment at Time of Order (the "Prepayment Discount")	(90,271.45)
C	SUBTOTAL	1,071,120.82
D	7.25% State Sales Tax	77,656.26
E	California Tire Fee	10.50
F	100% Performance Bond	2,433.00
G	GRAND TOTAL PURCHASE PRICE	1,151,220.58

PAYMENT TERMS - Customer shall pay the total purchase price set forth directly above (the "Grand Total Purchase Price") to GSFA within thirty (30) calendar days of the Executed Date. If payment of the Grand Total Purchase Price is late, a late fee as specified in section 6 of the Terms and Conditions may be applied, and the Prepayment Discount may be adjusted and the Grand Total Purchase Price increased in accordance with section 2(c) of the Terms and Conditions. Customer shall pay any balance due as a result of Change Orders to GSFA at the time of GSFA's delivery of the applicable Product to Customer's address listed above (or Customer's pick up of such Product at GSFA's facilities, as applicable and if approved by GSFA).

MANUFACTURER - Customer acknowledges that GSFA is not an agent of the Product manufacturer identified above ("Manufacturer") and is not capable of binding Manufacturer. Within five (5) business days of the Executed Date, GSFA shall submit an order form to Manufacturer for the Product. GSFA's further performance under the Agreement is

contingent upon Manufacturer's acceptance of such order form at the price and on the terms GSFA believed to be available when submitting this Product Proposal to Customer. If Manufacturer rejects such order as submitted or fails to respond to GSFA within a reasonable amount of time, GSFA shall notify Customer in writing, and unless GSFA and Customer otherwise agree in writing the Agreement shall then terminate and have no further force or effect.

PRODUCT COMPLETION – The Product shall be ready for final inspection by Customer at the manufacturing facility within approximately **44 to 47 MONTHS** after the Executed Date. The foregoing estimate is provided as a good faith approximation as of the date of submission of this Product Proposal, and is subject to the Terms and Conditions.

PREDELIVERY SERVICE – If applicable, after transportation from the manufacturing facility and prior to final delivery or pick up, the Product shall receive those additional Products and/or services identified on the Dealer Supplied Products/Services List. It is estimated that such service will add approximately **0.5 to 1 MONTH(S)** to the above Product completion estimate. The foregoing estimate is provided as a good faith approximation as of the date of submission of this Product Proposal, and is subject to the Terms and Conditions.

PROPOSAL EXPIRATION – This Product Proposal supersedes any previous proposal(s) presented to Customer by GSFA and its employees and may be accepted by Customer on or before the Expiration Date identified above. Unless accepted by the Expiration Date, GSFA reserves the right to withdraw this Product Proposal or to alter its terms (including by providing updated Product pricing) prior to an order being accepted.

PURCHASE ORDER – If the Customer elects to issue a Purchase Order (PO) it shall be made out to: *Golden State Fire Apparatus, Inc. – 7400 Reese Road – Sacramento, CA 95828.*

ACCEPTANCE – ACCEPTANCE OF THIS PROPOSAL CREATES AN ENFORCEABLE BINDING AGREEMENT BETWEEN GSFA AND CUSTOMER. "ACCEPTANCE" MEANS THAT THE CUSTOMER DELIVERS TO GSFA: (A) A SIGNED COPY OF THIS PRODUCT PROPOSAL, OR (B) A SIGNED COPY OF A PURCHASE ORDER INCORPORATING THE AGREEMENT IN ITS ENTIRETY. ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN CUSTOMER'S FORMS OR OTHERWISE PRESENTED BY CUSTOMER AT ANY TIME, ARE HEREBY REJECTED AND OF NO EFFECT UNLESS APPROVED IN WRITING SIGNED BY GSFA.

COUNTERPARTS - This Product Proposal may be executed in multiple counterparts, each of which shall be deemed an original (including copies sent to a party by electronic transmission) as against the party signing such counterpart, but which together shall constitute one and the same instrument. A signed copy of this Product Proposal delivered by facsimile, email or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this Product Proposal. If this Product Proposal is returned to GSFA with the signature of Customer's authorized representative but without an attestation or co-signers signature, then absent Customer's written notice to the contrary, GSFA shall be entitled to rely on such single signature as sufficient evidence of the signatory's authority to execute the Agreement and bind Customer thereby.

[Signature Page Follows]

INTENDING TO CREATE A BINDING AGREEMENT, Customer and GSFA have each caused this Product Proposal to be executed by their duly authorized representatives effective as of the Executed Date.

ACCEPTED AND AGREED TO BY CUSTOMER

AUTHORIZED CUSTOMER REPRESENTATIVE:

Signature

Print Name

Title

Date

ACCEPTED AND AGREED TO BY GSFA

AUTHORIZED GSFA REPRESENTATIVE:

Signature

Print Name

Title

Date

OPTION B

Chassis Pre-Payment

This will be the price of the Product(s) contingent upon the Customer paying \$604,642.58 for the Chassis to GSFA within thirty (30) calendar days of the Executed Date pursuant to the Payment Terms

IF YOU ELECT THIS OPTION, IT RESULTS IN A SAVINGS OF \$19,651.99 OFF OF THE GRAND TOTAL OF OPTION C

PRODUCT PROPOSAL FOR:

Ebbetts Pass Fire District

1037 Blagen Road
Arnold, CA 95223

Sales Consultant

Ryan Wright
ryan@goldenstatefire.com
Mobile: (209) 613-3809

SUBMITTED DATE	EXPIRATION DATE	GSFA PROPOSAL #	MANUFACTURER BID #	MANUFACTURER	CONSORTIUM
04/12/2023	04/28/2023	70412-23B	942	Pierce Manufacturing, Inc.	HGAC Contract FS12-19, Product Code FS19VC07

Golden State Fire Apparatus, Inc. ("GSFA") is pleased to provide this proposal for the fire apparatus(es) and equipment identified below (the "Product") to EBBETTS PASS FIRE DISTRICT ("Customer") for consideration. This proposal (this "Product Proposal") includes the following exhibits attached hereto: the Standard Terms and Conditions attached as Exhibit A (the "Terms and Conditions"); the Product Specifications attached as Exhibit B (the "Specifications"); the Product Warranties attached as Exhibit C; and the Dealer Supplied Products and/or Services attached as Exhibit D (the "Dealer Supplied Products/Services List") (all of the foregoing, collectively, the "Agreement"). Through its signature below or other Acceptance (as defined on page 2), Customer acknowledges having received and read, and agrees to be bound by, the Agreement. The Agreement shall be effective as of the latest date appearing the signature blocks below (the "Executed Date").

ITEM	PRODUCT DESCRIPTION	UNIT PRICE
A	One (1) Pierce Manufacturing, Inc. 4X4 Enforcer Type 1 Fire Engine	1,161,392.27
B	Discount for Chassis Payment at Time of Order (the "Chassis Prepayment Discount")	(18,286.24)
C	SUBTOTAL	1,143,106.03
D	7.25% State Sales Tax	82,875.19
E	California Tire Fee	10.50
F	100% Performance Bond	2,589.00
G	GRAND TOTAL PURCHASE PRICE	1,228,580.72

PAYMENT TERMS - Customer shall pay for the Chassis in the amount of \$604,642.58 to GSFA within thirty (30) calendar days of the Executed Date. If payment of \$604,642.58 is late, a late fee as specified in section 6 of the Terms and Conditions may be applied, and the Chassis Prepayment Discount may be adjusted and the Grand Total Purchase Price increased in accordance with section 2(c) of the Terms and Conditions. Customer shall pay any balance due as a result of Change Orders to GSFA at the time of GSFA's delivery of the applicable Product to Customer's address listed above (or Customer's pick up of such Product at GSFA's facilities, as applicable and if approved by GSFA).

MANUFACTURER - Customer acknowledges that GSFA is not an agent of the Product manufacturer identified above ("Manufacturer") and is not capable of binding Manufacturer. Within five (5) business days of the Executed Date, GSFA shall submit an order form to Manufacturer for the Product. GSFA's further performance under the Agreement is contingent upon Manufacturer's acceptance of such order form at the price and on the terms GSFA believed to be

available when submitting this Product Proposal to Customer. If Manufacturer rejects such order as submitted or fails to respond to GSFA within a reasonable amount of time, GSFA shall notify Customer in writing, and unless GSFA and Customer otherwise agree in writing the Agreement shall then terminate and have no further force or effect.

PRODUCT COMPLETION – The Product shall be ready for final inspection by Customer at the manufacturing facility within approximately **44 to 47 MONTHS** after the Executed Date. The foregoing estimate is provided as a good faith approximation as of the date of submission of this Product Proposal, and is subject to the Terms and Conditions.

PREDELIVERY SERVICE – If applicable, after transportation from the manufacturing facility and prior to final delivery or pick up, the Product shall receive those additional Products and/or services identified on the Dealer Supplied Products/Services List. It is estimated that such service will add approximately **0.5 to 1 MONTH(S)** to the above Product completion estimate. The foregoing estimate is provided as a good faith approximation as of the date of submission of this Product Proposal, and is subject to the Terms and Conditions.

PROPOSAL EXPIRATION – This Product Proposal supersedes any previous proposal(s) presented to Customer by GSFA and its employees and may be accepted by Customer on or before the Expiration Date identified above. Unless accepted by the Expiration Date, GSFA reserves the right to withdraw this Product Proposal or to alter its terms (including by providing updated Product pricing) prior to an order being accepted.

PURCHASE ORDER – If the Customer elects to issue a Purchase Order (PO) it shall be made out to: *Golden State Fire Apparatus, Inc. – 7400 Reese Road – Sacramento, CA 95828.*

ACCEPTANCE – ACCEPTANCE OF THIS PROPOSAL CREATES AN ENFORCEABLE BINDING AGREEMENT BETWEEN GSFA AND CUSTOMER. “ACCEPTANCE” MEANS THAT THE CUSTOMER DELIVERS TO GSFA: (A) A SIGNED COPY OF THIS PRODUCT PROPOSAL, OR (B) A SIGNED COPY OF A PURCHASE ORDER INCORPORATING THE AGREEMENT IN ITS ENTIRETY. ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN CUSTOMER’S FORMS OR OTHERWISE PRESENTED BY CUSTOMER AT ANY TIME, ARE HEREBY REJECTED AND OF NO EFFECT UNLESS APPROVED IN WRITING SIGNED BY GSFA.

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ACCEPTED AND AGREED TO BY CUSTOMER

AUTHORIZED CUSTOMER REPRESENTATIVE:

Signature

Print Name

Title

Date

ACCEPTED AND AGREED TO BY GSFA

AUTHORIZED GSFA REPRESENTATIVE:

Signature

Print Name

Title

Date

OPTION C

Payment at Time of Delivery or Pickup

This will be the price of the Product(s) contingent upon the Customer paying the Grand Total Purchase Price to GSFA at time of delivery or pickup pursuant to the Payment Terms

PRODUCT PROPOSAL FOR:

Ebbetts Pass Fire District

1037 Blagen Road
Arnold, CA 95223

Sales Consultant

Ryan Wright
ryan@goldenstatefire.com
Mobile: (209) 613-3809

SUBMITTED DATE	EXPIRATION DATE	GSFA PROPOSAL #	MANUFACTURER BID #	MANUFACTURER	CONSORTIUM
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ITEM	PRODUCT DESCRIPTION	UNIT PRICE
A	One (1) Pierce Manufacturing, Inc. 4X4 Enforcer Type 1 Fire Engine	1,161,392.27
B	7.25% State Sales Tax	84,200.94
C	California Tire Fee	10.50
D	100% Performance Bond	2,629.00
E	GRAND TOTAL PURCHASE PRICE	1,248,232.71

PAYMENT TERMS – Customer shall pay the total purchase price set forth directly above (the "Grand Total Purchase Price") (as such amount may be adjusted by Change Order in accordance with the Terms and Conditions) to GSFA at the time of GSFA's delivery of the applicable Product to Customer's address listed above (or Customer's pick up of such Product at GSFA's facilities, if approved by GSFA). GSFA shall have no obligation to deliver or permit pick up of the Product if Customer does not have full payment ready when the Product is complete and ready to deliver or pick up, as applicable.

MANUFACTURER – Customer acknowledges that GSFA is not an agent of the Product manufacturer identified above ("Manufacturer") and is not capable of binding Manufacturer. Within five (5) business days of the Executed Date, GSFA shall submit an order form to Manufacturer for the Product. GSFA's further performance under the Agreement is contingent upon Manufacturer's acceptance of such order form at the price and on the terms GSFA believed to be available when submitting this Product Proposal to Customer. If Manufacturer rejects such order as submitted or fails to respond to GSFA within a reasonable amount of time, GSFA shall notify Customer in writing, and unless GSFA and Customer otherwise agree in writing the Agreement shall then terminate and have no further force or effect.

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Print Name

Title

Date

ACCEPTED AND AGREED TO BY GSFA

AUTHORIZED GSFA REPRESENTATIVE:

Signature

Print Name

Title

Date